

Name of policy	Ownership, Exhibition, Retention and Sale of Student Works
Last Approved	August 2021
Approved by	Leadership Team
LT Owner	Head of IT & Estates

Introduction

This policy covers the arrangements the college has with students regarding works produced as part of their study.

For the purposes of this Policy, Intellectual Property referred to as “IP” is used (for simplicity) to mean *both* the wide range of outputs generated by students of the College - including artistic, literary and dramatic works, designs, inventions, software, databases, data, knowledge and trade secrets - *and* the legal rights that protect them.

For the purposes of this Policy, “College” means Long Road Sixth Form College.

Ownership

College students own the IP in any work that they generate whilst they are students. Exceptions to this general rule will arise in the following circumstances:

Where a student wishes to take part in a live brief project or research programme sponsored by the college or a third party, they may be required to transfer ownership of the IP they generate during the project to the college, or a third party;

Where a student is in receipt of specific funding for a course they may be required to transfer ownership of the IP they generate as part of the funding or other conditions;

Where a student contributes IP for use in teaching materials, they will be taken to agree to transfer their IP in their contribution to the college in the absence of any agreement in writing to the contrary by the College

Agreements

All agreements relating to students’ IP to which the College is party will be negotiated by the College and must be approved in advance by the Head of Faculty and or a Senior Leader to ensure compliance with this Policy.

If any student is not willing to assign (or, if so directed, license) their IP to College or third party at College’s request in connection with any live brief project or research programme then the College may exclude or withdraw the student from the project or programme and will provide an alternative project / programme.

Compliance with Third Party Agreements

Students undertaking a live project brief or research programme sponsored by the College or a third party must comply with the IP-related and confidentiality policies of the agreement that they enter into for this purpose. Failure to do so could create legal liabilities for the College and/or jeopardise the value of the project or programme to the third party.

Licence of Students' IP

Each student grants to the College a non-exclusive, worldwide, irrevocable, royalty-free licence in perpetuity to use and to license others to use, in any format (whether existing or future) for educational, research, teaching and promotional purposes, from the moment of creation, the:

IP generated by the student in the course of their studies at the College.

Images of any IP created by the student or by the College that are captured in the course of their studies at college; and

IP in any coursework submitted to the College for the award of a qualification.

This gives the College a limited licence intended to facilitate the College's teaching and the promotion of the College to new students and collaborators in future. It does not permit the College to make independent commercial use of students' individual College works, nor does it give the College any ownership right or ability to interfere with students' own exploitation of their work.

Exhibition of work

Students' works (i.e. works of art, artefacts and designs) created in fulfilment of study, assessment or other requirements of a college course are regularly exhibited within the college, in galleries, trade fairs, commercial and professional premises and in many other venues. This arises on the initiative of either the college or the students.

The college supports the personal involvement of students with their creative works, and seeks to collaborate with them in securing opportunities for the works to be seen by the outside professional and public world. The college believes public and private exhibitions to be valuable instruments for developing students' professional engagement.

Principles

1. Up to the time of the student's final academic assessment, the College shall have the final right to decide whether or not works should be exhibited. During this time, and as a requirement of every course, the works may be held in the possession of a

student but shall be made available to the College when requested with reasonable notice.

2. Throughout their course, students have the right to exhibit their work outside the college subject to the College's priority requirements (see Principle 1 above) and provided they give their Course Teacher reasonable notice of their intention together with the details of the proposed exhibition.

3. A student exhibiting on their initiative outside the College (see Principle 2) will normally be encouraged to do so. The College shall be entitled to require a student not to exhibit in the following circumstances:

3.1 Where the reputation of the College may be adversely affected, decided in the sole discretion of the Principal of the college;

3.2 If a contract, the College relationship, e.g. with a gallery requiring sole rights to exhibit or an industry sponsor requesting the work to remain confidential for a period of time, obliges exhibitor;

3.3 If the work concerned is required by the College for assessment or exhibition purposes.

4. Whenever a piece of work is exhibited by the College, its author(s) will be credited by name where appropriate.

5. Students are entitled to sell works created within and in association with the College, provided that their Course Teacher agrees that those works are no longer required for assessment, exhibition or retention, or is satisfied that the work is still available until the final academic assessment. Where sales are made from College premises or in circumstances where the College acts as the agent, a service fee (20% of the sale price) will be retained by the College.

6. Following course completion, student works are normally regarded as the property of the student, to be disposed of as they think fit, except that the College shall have the right to retain any piece of work for up to one year from the date of course completion and shall have the first option to purchase a piece of work if the student is willing to sell it.

7. Some College live course projects are specifically sponsored by industry. Principles 1, 2, 4, 5 and 6 above will not apply to these projects. Instead, the students taking part will be asked to give their written agreement to the terms and conditions under which the industry sponsor may wish to buy pieces of works (and/ or intellectual property / College property rights) arising out of the live project. If the sponsor requests that the work be withdrawn from the public eye (for legitimate commercial reasons) for a certain period of time, the student(s) will be notified of this requirement.

8. Where a College live course project is sponsored by industry and this results in the sale of a piece of work (and/ or their intellectual property rights), a commission (normally 30 percent) will be retained by the College.

Notes: application of the principles and detailed conditions

1. Enhancing students' employment prospects via the students' portfolio of work is a major purpose of College courses. The right to exhibit or retain work by the College will be set aside where the Head of Faculty is satisfied that the work is needed by the student as evidence of ability to a prospective employer or customer.
2. Unless expressly agreed with the College (for example in the course of the College commissioning work from a student, the intellectual property / College property rights in works that are the sole creation of the student(s), belong to those student(s). This remains the case, even where the College exercises its option to exhibit or retain a piece of work.
3. The Principles apply to any original work of art, artefact, or design. In many cases, a second copy or a facsimile in an appropriate medium may, by agreement, enable both the student and the College to hold a version of the work. This will normally be the case where the work is in written form, or is a print, photograph, film, video, or uses any other medium from which accurate copies can be made. The Head of Faculty will agree with the students whether the original or a facsimile will be exhibited in each case.
4. The College's decision to retain a piece of work (see Principle 5) will, other than in exceptional circumstances, be communicated (whether orally or in writing) to the student prior to completion of the course.
5. The Head of Faculty or other senior staff make the decision, on behalf of the College, to retain works, or to agree their exhibition or sale elsewhere.
6. On completion of the course, except where the College has notified a student in accordance with these regulations (see Principle 6 and Note 5), the right for the College to retain work will normally terminate.