

A20 Intellectual Property and Copyright Policy

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1 Introduction

1.1 Policy Statement

This policy aims to encourage a learning environment at SAE Institute in which teaching, research and the creation of ideas can flourish, while recognising the intellectual property rights of all creators, and the need for responsible regulation of intellectual property.

1.2 Definitions

Intellectual Property. For the purposes of this policy, “Intellectual Property” (IP) includes any proprietary right which arises under, or is capable of being obtained relating to copyright, discoveries, patents, designs, concepts, developments, trademarks, new products or enhancements to existing products, software development and creative artefacts. “Intellectual Property” in this context does not generally include scholarly works such as books, journal articles or papers, which would be produced by staff for their own use.

Originator. The “originator” of intellectual property is the person, or persons, who created the original work (as may be distinct from the owner of that IP).

1.3 Related Policies and Documents

This policy should be read in conjunction with:

- A14 Complaints Policy
- A03 Student Record Management and Data Processing Policy
- University of Hertfordshire CA04 – Intellectual Property

2 Scope

This policy applies to the intellectual property of students and staff created or developed while engaged with any validated degree programme delivered at SAE Institute.

Partnership agreements between SAE Institute and University partners will set out general principles relating to the ownership of any IP created by each party and related to the validated programmes. These agreements should be consulted where required.

3 Policy

3.1 General Principles

- SAE Institute commits to taking all reasonable measures to protect the rights of any originator to be acknowledged as the creator of intellectual property, and to ensure that those rights are respected. This includes ensuring that all students are taught about IP usage and copyright as a part of their studies.
- Any intellectual property that is created using facilities, equipment or other resources belonging to SAE Institute should be duly acknowledged as such by the originator.
- Wherever SAE uses intellectual property, appropriate credit will always be given to the originator of the work. Reasonable steps will be taken to consult with the originator before modifying or adapting that IP in any way.
- Wherever an originator wishes not to be acknowledged as the creator of an IP that has been modified or adapted by SAE, reasonable steps will be taken to respect and adhere to that wish.

3.2 Ownership

3.2.1 *Student work*

SAE Institute makes no claim of ownership over intellectual property created by students as a part of their course of studies, or with the use of SAE facilities, equipment or other resources.

The Institute retains the right to use any student work submitted for assessment as educational materials and exemplars within the context of programme delivery. In such cases, works will not be made public, but may be distributed internally to staff, students and/or hosted on the SAE Virtual Learning Environment(s). Student work used in this context will be anonymized unless there is a specific and valid reason to name the student(s) involved in creation of the work. For further information, please refer to A03 Student Record Management and Data Processing Policy.

Where student work includes components or ideas that are the intellectual property of SAE Institute, or any other party, students are expected to acknowledge that property and abide by all applicable legislation, including giving credit as appropriate. Where any doubt arises over ownership or use of IP, students should consult with their supervisor immediately.

3.2.2 *Staff work*

SAE Institute retains ownership rights to any intellectual property created by SAE staff during the course of their work, or through their use of SAE facilities or equipment, except as provided for in any other form of contract. SAE also retains the rights to allow use of this IP by another party, and to adapt or modify works of which it has ownership. Staff works may be shared with other SAE staff and students for the purposes of learning, teaching and assessment, through the SAE Virtual Learning Environment(s) or other digital platforms.

SAE makes no claim to ownership of intellectual property created by SAE staff outside of the course of their employment.

Unless otherwise specified in writing, where SAE has ownership of intellectual property created by a member of staff, SAE agrees to grant the originator a license to use said IP for teaching, research, or other professional activities, excluding anything that might be deemed a commercial application, which is addressed in section 3.4.

3.3 Use of Intellectual Property in SAE Marketing

Where IP is used for marketing of SAE programmes this is not, for the purpose of this policy, considered a commercial use (as addressed in section 3.4).

SAE staff works for which SAE retains ownership may be used for marketing purposes, and as a part of public-facing marketing materials, either online or in print. Any works created by staff outside of the course of their employment, of which they retain ownership, will not be used by SAE for marketing purposes unless specified licensed by the Institute.

SAE student works submitted for assessment, or created as a part of the programme, may be used for marketing purposes with the express consent of the student(s) who originated

the work. Any works created by students outside of their engagement with SAE programmes should be treated as external IP and cannot be used for marketing purposes unless specifically licensed by the Institute.

Where staff or student work is used for marketing purposes by SAE Institute, the staff member(s) and/or student(s) will not be entitled to remuneration for this use, unless specifically agreed through licensing or any other agreement reached prior to such use.

3.4 Commercial Use of Intellectual Property

IP created using SAE facilities may not be eligible for commercial use, under the terms of educational licensing for multiple software tools and platforms. Any intended commercial use of IP created using SAE facilities must be checked against these licensing agreements before approval for publication; the following paragraphs assume that a work with “commercial application or potential” is not restricted by educational licensing agreements.

3.4.1 Staff

Where staff have created or developed work through their engagement with SAE which may have commercial application or potential (for example, a music album, film production, or web app), SAE initially retains the IP rights to that work (as outlined in 3.2.2).

The originator of any such work may provide written notification of any potential commercial use to SAE, through their line manager. Once this notification has been received, SAE has twelve months in which to take up the option of involvement in the commercial use of this work. In taking this option, SAE is obliged to consult with the originator of the work and to reach a mutual agreement on the manner of that involvement. Where agreement cannot be reached, arbitration may be sought, first from within SAE, and then externally.

If SAE declines the option of involvement, or the twelve-month period expires without a decision from SAE, the originator is free to pursue commercial use alone, and SAE waives any right to involvement in that use or to any share of profits from that use.

3.4.2 Students

Where students have created or developed work through their engagement with SAE which may have commercial application or potential, SAE acknowledges students' ownership of their own intellectual property and their rights to pursue any commercial use.

Students must ensure that any aspect of their work which is based on or draws from the IP of others, including other SAE students or staff members, this IP must be acknowledged in turn and cleared for any commercial use.

The use of SAE facilities, equipment or other resources should be credited.

Students are invited to engage with SAE regarding any potential commercial activity based upon their IP, as SAE may be able to offer advice and assistance in exchange for royalties or other benefits if it is deemed mutually agreeable and beneficial.

3.5 Disputes Concerning Intellectual Property

Disputes may arise in relation to this policy, potentially be not exclusively concerning: identifying the originator(s) of IP; ownership of IP; and misuse, unfair use, or uncredited use of IP.

Wherever possible, disputes should first be addressed informally at a campus level by the Academic Coordinator.

Where informal resolution is not possible, staff and students should follow the relevant complaints procedures (A14 Complaints Policy for students, or the internal Grievance Policy for staff).

4 Policy History

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