

INTELLECTUAL PROPERTY POLICY

This policy applies to all students registered on a course at Condé Nast College of Fashion and Design and outlines their rights regarding intellectual property created during their studies at the College (Student Intellectual Property Rights or Student IPR). “Intellectual Property” includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world.

PRINCIPLES

1. The College considers the development of Intellectual Property to be a collaborative event, the benefits of which should normally be shared.
2. As a general rule, the College recognises the student as the owner of any Student IPR produced in the process of a student’s completing the programmes, unless advised otherwise in advance by the College or subject to the exceptions described in this policy.
3. In some circumstances (such as in the case of dissertations, projects and contributions made as a joint Inventor in an Invention in which the College has an interest, or if a Sponsor or provider of a placement opportunity has stipulated that all rights must be transferred to it) the College may require a student to assign all of their rights.

EXCEPTIONS

(student projects, research undertaken with external partners)

4. Collaboration with College Staff. If a student generates IPR jointly with College staff, the College and/or College staff may retain joint IPR arising during or from the project. If the student wishes to commercialise any such IP, they must contact the College and formalise the ownership interests and revenue share of such commercialisation. The student may be required to assign resulting IPR to the College at the onset of a collaborative project.
5. Collaboration with Other Students. IP rights are shared between group members in accordance with current applicable laws, and the College will not arbitrate any disagreements between students as to the assignment of rights.
6. Work based on College-owned Intellectual Property. In the case of a student project that derives from the IP of the College or a member of College staff, students may be required to assign the IPR in their work to the College. The College reserves all rights in regard to its intellectual property.

7. Work created pursuant to a sponsored contract, placement, or secondment with a Third Party. Ownership will be determined in accordance with the terms of any relevant underlying agreement between the student and the Third Party.
 - a. All students involved with projects linked to specialist commercial platforms, such as students enrolled on BA, MA and Foundation courses, may be required to assign the IPR at the onset of their projects.
 - b. Students should recognise that in agreeing to work with the College, Third Party partners provide a significant benefit to students and the College. These benefits may include the potential for students to include the opportunity in a portfolio or CV and as evidence of highly prestigious commercial work experience. Students who opt out of IPR agreements with Third Parties may, without penalty, be assigned a separate project brief that will be independent of the commercial project arrangement, but will be assessed according to comparable criteria as the main brief. Students wishing to exercise this option should make their intention known at the earliest possible opportunity.

LICENSE GRANTED TO THE COLLEGE

8. Students who generate Student IPR grant to the College a perpetual, non-exclusive, worldwide royalty-free license. The College may exercise the following rights in relation to students' creative work (including but not limited to static/moving imagery and videos):
 - c. To reproduce, without fee, artistic works for educational and promotional use, including databases, websites, social media channels, academic publications, exhibition catalogues, leaflets, prospectuses, images selected for our college walls, exemplar work of students used by module leaders for future cohorts and for promotion of all CNC College courses etc.
 - d. To borrow, for a reasonable period of time, the material element of any works produced by students and/or a suitable reproduction of these works in publications by the College and its staff, and/or purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.
 - e. For the avoidance of doubt, the copyright of such artistic works shall remain with the student and any reproduction by the College intended for commercial purposes will be subject to an individual licence to be negotiated with the student and subject to the College's revenue sharing arrangements.
9. If conditions are attached to the grant or other funding under which the work was sponsored, these must be strictly complied with.

REVENUE SHARING

10. Students who are required to assign IPR to the College will be treated in the same way as members of staff for the purposes of revenue sharing arising from the commercialisation of intellectual property.

ARBITRATION

11. In the event of a dispute, the student can appeal to the Academic Standards Committee in the first instance. The student should put their appeal in writing and send it to the Director of Operations within 28 days of the disputed issue being identified.
12. If the student wishes to appeal against the decision of the Academic Standards Committee, the matter will be referred to an independent mutually agreed external expert, whose decision will be binding on the College and the student and a 'Completion of Procedures' letter will be issued to the student within 28 days of the results of the appeal.