

3.14: Model Contractual Clauses for Requesting Permission from Students/Volunteers

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Context

These contractual clauses can be used to reuse work produced by students and volunteers. This resource should be adapted to suit specific requirements. It is based upon resources produced from the HEFCE-produced 'Good practice guidance for senior managers: Intellectual property rights in e-learning programmes'¹ and reused within the JISC-funded Web2Rights project (www.web2rights.org.uk).

It should be used in consultation with the following resources contained within this toolkit:

- 3.1 Getting Permissions
- 3.2 IPR Risk Assessments

When working with volunteers

We recommend that this resource is also used in conjunction with the fact sheet on Volunteers and Copyright, located within CollectionsLink (www.collectionslink.org.uk).

When working with students

We recommend that any assignments of rights clauses should not form part of the standard contract between the HEI and its students, but is instead offered for voluntary signature by the student on a case-by-case basis. Please see the JISC Legal Investigation into Student Work and IPR² for further information.

¹ www.hefce.ac.uk/pubs/hefce/2006/06_20/06_20.doc

² www.jisclegal.ac.uk/publications/studentipr.htm

Model Contractual Clauses for Students/Volunteers

Definitions

1. 'Materials' means any materials created within the Institution or created on behalf of the Institution by Students and/or Volunteers.
2. 'IPR' means patents, Trade Marks, trade names, design rights, copyright, confidential information, performers rights, rights in know-how and other Intellectual Property Rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall exist anywhere in the world.
3. 'Student' means any person registered as an undergraduate or postgraduate student of the Institution or following any course as if such a student.
4. 'Volunteer' means any person providing support, help, advice or generating materials for the Institution without financial remuneration.

Title to rights

5. The Student/Volunteer **[delete as applicable]** hereby assigns all IPR in Materials originated by the Student/Volunteer **[delete as applicable]** to the Institution. The Student/Volunteer **[delete as applicable]** wherever requested to do so by the Institution, should (at the expense of the latter) execute any and all applications, assignments or other instruments which the Institution deems necessary to give effect hereto.
OR
The Student/Volunteer **[delete as applicable]** grants a royalty-free worldwide irrevocable non-exclusive licence to the Institution to use Materials as it sees fit.

Exploitation and income

6. The Institution is free to exploit (whether for financial gain or not) the Materials as it sees fit, including licensing or assigning the IPR in the Materials to third parties, or merging said Materials with other materials created within the Institution or elsewhere.
7. Should the Materials prove to be profitable, the Institution agrees that it shall enter into good faith negotiations with the Student/Volunteer **[delete as applicable]** regarding possible rewards.

Credits

8. The Institution agrees to credit the Student/Volunteer **[delete as applicable]** for any significant contribution to the Materials. The Institution shall comply with any request by the Student/Volunteer **[delete as applicable]** in writing that his/her name be removed from the Materials where such request is on the grounds that the whole or parts of the Materials are out of date or changed in a manner that might damage his/her reputation.
9. The Institution may update or in any other way amend the Materials to suit its requirements. The Institution agrees to consult the Student/Volunteer **[delete as applicable]** over any significant amendments without any obligation to be bound by the same in deciding on the final form or content of such amendments.

Permitted uses for Students

[THESE CLAUSES CAN BE CONSIDERED FOR USE FOR STUDENTS IF THE STUDENT ASSIGNS COPYRIGHT TO THE INSTITUTION, OTHERWISE IF THE STUDENT RETAINS THE IPR, THEN THESE CLAUSES ARE UNNECESSARY]

10. The Institution grants to the Student a royalty-free non-exclusive licence to use the Materials created by the Student or jointly with others for non-commercial teaching or research purposes only for the duration of the Student's period of registration or course of study at the Institution, at the conclusion of which this agreement shall be treated as having terminated. Such licence may continue after the termination of this agreement provided that the use of the Materials does not damage the exploitation of the Materials by the Institution or prejudice in any way the interests of the Institution.
11. The Student is allowed to make and retain a single copy of the Materials for his/her use for non-commercial teaching or research purposes, for the purpose of supporting his/her c.v., or for any other job application purpose after the termination of this Agreement.
12. Nothing herein shall grant to the Student any right or licence to copy or use any versions of the Materials updated or in any way amended by the Institution after termination of this agreement.

Prohibited uses for Students/Volunteers

13. The Student/Volunteer **[delete as applicable]** is not permitted to assign or enter into any licence for the exploitation of the Materials. In the event that the Student/Volunteer **[delete as applicable]** becomes aware of any third party wishing to exploit the Materials, such third party shall be advised by the Student/Volunteer **[delete as applicable]** to contact the Institution as the owner of the IPR in the Materials.

Termination

14. Save as provided herein, all rights and obligations under this agreement shall continue to be in force after the termination of this agreement in respect of all IPR in the Materials originated by the Student/Volunteer **[delete as applicable]** during this Agreement and shall be binding on his/her representatives.

Dispute settlement

15. Any dispute between the parties arising out of or in connection with this Agreement, except as otherwise provided in this Agreement, shall be referred to the arbitration of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within thirty (30) days after a request for a reference is made by either party, **[leg]** nominated on the application of either party by the chairman for the time.

Whilst we hope you find the contents of the SCA IPR Toolkit useful and informative, the contents are for general advice and best practice purposes only and do not constitute legal advice. Although we believe the contents are up to date and accurate as well as a true representation of best practice advice, we can give no assurances or warranty regarding the accuracy, currency or applicability of any of the contents in relation to specific situations and particular circumstances. In such circumstances, appropriate professional legal advice should always be sought.

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