

Model contractual clauses for students

[We recommend that this contract 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 customise to suit specific requirements]

Definitions

1. 'E-Learning materials' means any materials created within the Institution or created on behalf of the Institution that are primarily intended (whether by the Institution or by some third party) to be used in digital form by students at any level, for the purposes of any course of study those students are following.
2. 'IPR' means patents, trademarks, 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 subsist 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.

Title to rights

4. The student hereby assigns all IPR in the e-learning materials originated by the student to the Institution. The student 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.

Exploitation and income

5. The Institution is free to exploit (whether for financial gain or not) e-learning materials as it sees fit, including licensing or assigning the IPR in the e-learning materials to third parties, or merging said e-learning materials with other materials created within the Institution or elsewhere.
6. Should the e-learning materials prove to be profitable, the Institution agrees that it shall enter into good faith negotiations with the student regarding possible rewards.

Credits

7. The Institution agrees to credit the student for any significant contribution to the e-learning materials. The Institution shall comply with any request by the student in writing that his/her name be removed from the e-learning materials where such

© HEFCE, 2006. All Rights Reserved.

Reproduced from "Good practice guidance for senior managers: Intellectual property rights in e-learning programmes" HEFCE 2006

http://www.hefce.ac.uk/pubs/hefce/2006/06_20/06_20.doc

The contents of this paper are for information purposes and guidance only. They do not constitute legal advice

request is on the grounds that the whole or parts of the e-learning materials are out of date or changed in a manner that might damage his/her reputation.

8. The Institution may update or in any other way amend the e-learning materials to suit its requirements. The Institution agrees to consult the student 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

9. The Institution grants to the student a royalty-free non-exclusive licence to use the e-learning 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 e-learning materials does not damage the exploitation of the materials by [the institution] or prejudice in any way the interests of the Institution.

10. The student is allowed to make and retain a single copy of the e-learning 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.

11. Nothing herein shall grant to the student any right or licence to copy or use any versions of the e-learning materials updated or in any way amended by the Institution after termination of this agreement.

Prohibited uses

12. The student is not permitted to assign or enter into any licence for the exploitation of the e-learning materials. In the event that the student becomes aware of any third party wishing to exploit the e-learning materials such third party shall be advised by the student to contact the Institution as the owner of the IPR in the e-learning materials.

Termination

13. 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 e-learning materials originated by the student during this agreement and shall be binding on his/her representatives.

Dispute settlement

14. 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,

© HEFCE, 2006. All Rights Reserved.

Reproduced from "Good practice guidance for senior managers: Intellectual property rights in e-learning programmes" HEFCE 2006

http://www.hefce.ac.uk/pubs/hefce/2006/06_20/06_20.doc

The contents of this paper are for information purposes and guidance only. They do not constitute legal advice

failing agreement between the parties within thirty (30) days after a request for a reference is made by either party, [e.g.] nominated on the application of either party by the chairman for the time being of the Bar Council.

© HEFCE, 2006. All Rights Reserved.

Reproduced from "Good practice guidance for senior managers: Intellectual property rights in e-learning programmes" HEFCE 2006

http://www.hefce.ac.uk/pubs/hefce/2006/06_20/06_20.doc

The contents of this paper are for information purposes and guidance only. They do not constitute legal advice