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(MQA Approved)

Student Intellectual Property Rights Policy and Guidelines

Responsibility of:	IQ Officer
Approval date:	March 2019
Reviewed:	January 2020
Next review:	March 2022
Approved by:	VTI Academic Board

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1 Introduction and scope of the policy

- 1.1 The Vocational Training Institute Ltd[VTI] aims to encourage and support creativity and innovation by both staff and students. VTI benefits as a whole where creativity and innovation are able to develop. This document sets out VTI's formal policy in relation to the promotion, publication, ownership, regulation and management of Intellectual Property created by all VTI students.
- 1.2 The policy reflects the provisions of relevant legislation including; Intellectual Property ,Copyright, Designs and Patents Act Patents Act) Registered Designs Act and any other acts prevailing in the country
- 1.3 In relation to students who are also employed by the institute , IP created within the boundaries of their student activity will be considered “vti Student IP” and IP created within their employment role, is outside the scope of this policy. If it is not clear in regards to the above, the IP will be considered to have been created through their employment/course or both.

2 Aims of this policy

- 2.1. The policy on Intellectual Property aims to:
 - promote and proactively support innovation and creativity at VTI .
 - provide clarity over the ownership of IP for VTI Taught Students.
 - provide clarity over the ownership of IP for VTI Research (R) Students if any
 - put in place a framework to assist in the exploitation/ commercialisation by means of profit sharing arrangements (“VTI Profit Share”) for the benefit of the originator of the VTI Student IP and VTI .
- 2.2 This Policy forms part of the Terms and Conditions for students and is binding upon VTI students as a condition of enrolment at the VTI .
- 2.3 VTI reserves the right to modify or add to this policy at any time, although any such modifications or additions will not affect the treatment of any VTI Student IP that has come into existence prior to the date of the modification or addition.
- 2.4 Advice and guidance should be sought by students regarding this policy from their personal tutor, supervisor, VTI copyright officer or other relevant VTI staff

3 Definitions

“Intellectual Property” (IP) means patents, copyright, trade marks, database rights, design rights, rights in respect of confidential information, registered designs and any other intellectual property rights, whether registered or unregistered, and including applications (and rights to apply, renew or extend rights) for any of the above in any other country of the world. More information about what is covered by the term Intellectual Property can be found on the IPO's website.

“VTI ” means Vocational Training Institute Ltd.

“VTI Students” means any student during his or her period of enrolment at VTI whether registered full or part time on a taught course.

“VTI R Student” means any student during his or her period of enrolment at VTI whether registered full or part time on a research programme.

“VTI Student IP” means Intellectual Property created independently by VTI students in the course of their studies, including but not limited to creative work and research.

“VTI Profit Share” means commercialisation profit sharing arrangements put in place to support the exploitation of Intellectual Property generated by VTI staff and VTI students.

“VTI Institutional Repositories” means the VTI online databases for publication of material including but not limited to dissertations and theses in the public domain through the use of the databases.

4 Ownership of VTI Student IP for students

- 4.1. VTI Student IP for taught students will normally belong to the student. Exceptions are outlined below, but in each case, the student must be informed that any IP created will not belong to them at the outset of the module, placement etc.

4.2 Joint sponsorship:

VTI Students who are also registered with another institution will be required to assign VTI Student IP in accordance with the arrangements between the two institutions.

4.3 External Sponsorship, funding body or grant:

Any VTI Student receiving external funding/sponsorship should be informed of the provisions of the funding contract in respect of the ownership of Intellectual Property Rights by his/her supervisor / tutor prior to the commencement of any work

4.4 Students on placement:

The IP created by students on placement will belong to the Placement Provider as outlined in the tripartite agreement with the provider, the student and the Institute . The Institute and the Student are granted a royalty free license to use this IP for non-commercial purposes.

4.5 Consultancy work:

VTI Students working with an external institution on a project as part of their course will be required to assign VTI Student IP in accordance with the arrangements between the institution and VTI . VTI will negotiate with the institution for the best terms for the student and inform the students of this in advance of the work starting.

4.6 Collaborative work with academic staff including but not limited to modules designed to develop IP or the creation of original works:

Any VTI Student IP is automatically transferred to VTI at the outset of any such project. Students will be informed of this ahead of starting the project through the module study guide, if module based, or via direct communication if not and alerted to this policy.

- 4.7 Collaborative work will normally include projects and dissertations where the work has been supervised by staff and creative and design projects. Any later commercial exploitation resulting in financial gain from the IP assigned to the institute will be subject to this policy as outlined in section 9 below.
- 4.8 Student entrepreneurs who are registered with the vti Hub will sign a separate license with VTI for work produced under this body and will be outside the scope of this policy.

5 Ownership of VTI Student IP

- 5.1 VTI R Student IP will belong to VTI , except in the exceptions outlined below.

- 5.2 Joint sponsorship:

VTI R Students who are registered with another institution will be required to assign VTI Student IP in accordance with the arrangements between the two institutions.

- 5.3 External Sponsorship, funding body or grant:

Any VTI R Student receiving external funding/sponsorship should be informed of the provisions of that contract in respect of its ownership of Intellectual Property Rights by his/her supervisor prior to the commencement of any work

- 5.4 Consultancy work:

VTI R Students working with an external institution on their research will be required to assign VTI Student IP in accordance with the arrangements between the institution and VTI . VTI will negotiate with the institution for the best terms for the student and inform the students of this in advance of the work starting.

6 Licenses and rights for VTI PGR Student IP

- 6.1 VTI will automatically assign a non-exclusive royalty-free license to all VTI research students for any IP generated through their research, whilst registered with VTI , that VTI has the rights for. The royalty-free license would allow the student to publish the thesis as a piece of scholarly work (as set out in 7.1 below). This excludes the exceptions listed in 5.1-5.4 above. Any later exploitation resulting in financial gain will be subject to VTI policy on the commercialisation of IP as set out in section 8 below.
- 6.2 The moral right for a student to be known as the (co) author/creator of the IP is not affected by this policy.

7 Copyright

- 7.1 The copyright in any work or design compiled, edited or otherwise brought into existence by a student as a piece of scholarly work shall belong to the student unless otherwise explicitly agreed at the outset of the project. This includes items such as

books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase 'scholarly work' in higher education.

8 VTI Rights in relation to all students

8.1 VTI claims the following rights in relation to VTI Students:

- To reproduce VTI Student Work without a fee for non-commercial purposes
- To show Student IP to professional statutory bodies, to potential students or in any other manner supportive of creative expression in VTI
- To digitise and make public theses and place these in an VTI Institutional Repository if any. This will be controlled by the institute in accordance with its normal academic practice taking into account any Institutional Repository Policy

9 VTI arrangements to support the exploitation/commercialisation of Intellectual Property

- 9.1 Where the institute has supported the exploitation and commercialisation of IP created by students, the student will be entitled to a proportion of the net returns resulting from such commercialisation in accordance with his/her contribution. This applies to IP created by students which is owned by the institute, to IP created by students through collaboration with staff (e.g. projects or creative work supervised by members of staff) (see 4.6-4.8 above).
- 9.2 The Institute recognises the contribution staff, students (collectively termed "creators") play in the capture and exploitation of IP, and therefore provides financial reward to these parties. Financial reward can take two forms, profit sharing and equity and a profit sharing agreement will ensure that all stakeholders directly involved in creating intellectual property are properly rewarded in the event of successful commercial exploitation.
- 9.3 The moral right for a student to be known as the (co) author/creator of the IP is not affected by this commercialisation.
- 9.4 The commercialisation of the IP will normally require confidentiality of the IP before and during this period and may result in delayed publication of the output in dissertations, theses, research articles etc. Students should seek advice regarding this as soon as they believe that it might be possible to exploit commercially the IP being generated. Whilst this advice is being sought, the IP will be considered confidential by all relevant parties.
- 9.5 Profit is defined by the Institute as income after recovery of full economic costs.
- 9.6 Profit share will only be paid to IP creators once all the costs involved in the protection and exploitation of the IP, including legal fees, have been deducted, and will be distributed from net profit to the Institute.
- 9.7 If VTI decides not to exploit the IP rights assigned to it, on request of the student, it

will reassign them back to the student for his/her own use. VTI will still retain the rights noted in sections 5 and 8 above.

10 Students in Academic Partners

- 10.1 The IP of students at partners institutions will be normally be subject of the agreement between the Student and the academic partner. The only exception to this would be if VTI staff had substantial input into the creation of the IP. The arrangements for this would be as specified in the contract between the institutions and would be made clear to students up-front.

11 Disputes

- 11.1 Disputes arising will be dealt with under this policy and the Student Complaints Policy does not apply.
- 11.2 In the event of a dispute, the VTI Student may appeal to the Intellectual Property Rights Panel and the panel will comprise of:
- Head of Operation
 - An appropriate academic representative
 - The institute Copyright Officer
- 11.3 The VTI Student should put his/her appeal in writing setting out the grounds of the appeal and send it to the institute manager within 28 days of the disputed issue being identified or sooner if there is an urgent reason to do so.
- 11.4 The institute manager will acknowledge the written appeal and shall convene the Intellectual Property Rights Appeal Panel to consider the appeal within 15 working days unless there is an urgent reason to convene the panel sooner.
- 11.5 The VTI Student may be accompanied at the hearing by a fellow student or Representative.
- 11.6 The Intellectual Property Rights Appeal Panel shall give the student its decision within 5 working days unless it requires external legal advice from its advisers in which case it will notify the student of the reason for its delay in issuing its decision.
- 11.7 Should the VTI Student wish to request a review of the decision of The Intellectual Property Rights Appeal Panel the matter will be referred to an independent mutually agreed external expert, whose decision will be binding on VTI and the VTI Student.
- 11.8 Any later commercial exploitation resulting in financial gain will be subject to this policy.