

**HE15A Student Permission and Intellectual Property Rights License Agreement**

**Definitions**

***Student:*** *means any person registered as a further or higher education (undergraduate or postgraduate) student of the TEC Partnership, or following any course as if such as student.*

***Materials****: means any materials created within, or on behalf of the TEC Partnership by the student.*

**Title to Rights:**

The student hereby assigns all Intellectual Property Rights in materials originated by the student to the TEC Partnership (the Partnership). The student wherever requested to do so by the Partnership should execute any and all applications, assessments or instruments which the Partnership deems necessary.

**Exploitation and Income:**

The Partnership is free to exploit (whether for financial gain or not) the materials as it sees fit, including licensing or assigning the IPR in materials to third parties, or, merging said materials with other materials created by the Group or elsewhere.

Should the materials prove to be profitable, the Group agrees that it shall enter into good faith negotiations with the student regarding the possible rewards.

**Credits:**

The Partnership agrees to credit the student for any significant contribution to the materials. The Partnership shall comply with any request by the student 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name be removed from the materials where such request is on the grounds that the whole or parts of the materials are out of date or changed in a manner that might damage his/her reputation.

The Partnership may update or in any other way amend the materials to suit its requirements. The Partnership 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.

  **Prohibited uses for Students:**

The student is not permitted to assign or enter into any license for the exploitation of the materials. In the event that the student becomes aware of any third party wishing to exploit the materials, such third party shall be advised by the student to contact the Partnership as the owner of the IPR in the Materials.

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.

**Details of Materials:** (include module/ unit title; nature and title of the assessment/ project/ research; any other materials or resources that are to be included in the agreement).

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**Materials to be used as learning resources with other students:** details of all uses and potential future uses

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**Other permissions/prohibitions:** including disclosing if materials are subject to other IPR claims (e.g. in the case of Apprentices and their employers.)

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Note: If material is subject to IPR issues with other parties then consultation must be sought with HEQA who will seek advice and guidance with a relevant member of SMT/EMT.

I **[INSERT FULL STUDENT NAME\*]** agree to assigning all Intellectual Property Rights to the TEC Partnership. I have read and fully understand the Partnership’s Policy for Intellectual Property Rights (FE and HE). I have read and fully understand this written license agreement. I do not know of any reason why I cannot grant transfer of Intellectual Property Rights.

Student Signature: ……………………………………………

Student Number: ……………………………………………

Date: ……………………………………………

Student Signature: ……………………………………………

Student Number: ……………………………………………

Date: ……………………………………………

Student Signature: ……………………………………………

Student Number: ……………………………………………

Date: ……………………………………………

**Staff Signature**: ……………………………………………

Printed Name: ……………………………………………

Role: ……………………………………………

Date: ……………………………………………

***\*Where the materials relate to more than one student/ or a group of students the form should be edited accordingly: all students names must be listed and all students must sign the license agreement.***