

Document Title: Intellectual Property Rights for Student Work
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Intellectual Property Rights for Student Work

The Architectural Association (AA) recognises that the Intellectual Property Rights (IPR) generated by undergraduate students (Students) whilst registered at the AA and created as part of, and during their studies at the AA is owned by the Student from the point of registration, unless one of the Exceptions at section 4 applies or the work is Collaborative as defined at section 5.

Granting of a Licence to the AA

Each Student agrees that at the point of registration they will automatically and immediately grant a non-exclusive, irrevocable, payment free and world-wide licence in perpetuity, to the Architectural Association Inc, for the use of any of their work or material, or images of such produced by them whilst studying at the AA. The licence shall only permit the use of the works or material, or images of such, for Permitted Uses (defined below) relating to the AA. The licence shall permit the AA to hold physical and digital copies of the work or materials, or images of such, for such period as the AA considers appropriate. The AA shall seek to ensure that the Student is acknowledged in any use of the work, material, or images.

The AA will not utilise the work, materials, or images of such for commercial purposes and only for the Permitted Uses defined below. If the AA want to use the work, material or images for any other purpose or commercial use, the AA shall obtain the agreement of the Student subject to a separate licence with agreement on sharing of profits and/or payment of reasonable fees.

Definitions

Works, materials, or images' - includes designs, artistic work, patents, copyright, trademarks, inventions, software, teaching materials, recordings, logos, software, and such other work or material.

Permitted Uses are: -

- 'Educational use' which shall include, but are not limited to, exhibitions, academic publications, professional validation, teaching materials, research, historical archives, and websites. The licence is not limited to the educational use of the AA, its staff, or students, and can include educational use of academics external to the AA, so long as their use is not for commercial reward, and both the AA and grantor are acknowledged. Any commercial reward would require separate licence being agreed by the AA and the grantor.
- 'Promotional uses' which shall be for the promotion of the AA or its staff only, but the licence shall still permit the use of the work or material, or images of such, by an external organisation or person where the AA so consents and considers the use to be of promotional value to the AA. The promotional purposes and uses shall include but not be limited to websites, programmes, prospectus, journals, exhibitions, or social media.

Exceptions

This policy shall not apply where: -

- A Student is a participant of an externally funded research project or of their study and the funding is subject to the funder or sponsor benefiting from the IPR created. In such instances any agreement with the funder or sponsor takes precedent over the AA's Student IPR policy;
- A Student is participating in a programme at the AA which is founded upon research development. The IPR created in such research shall remain with the AA upon graduation

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- and/or completion by the student or students on the programme, for the benefit of future AA students and staff. This shall not apply to postgraduate students – see section 6 below;
- The IPR is generated as part of a programme's ongoing research project, such IPR shall remain with the AA and the AA staff, for the benefit of incoming students and staff;
 - A Student is participating in a research project funded by the AA or AA Foundation, but not as a bursary or scholarship, in which case the IPR created shall remain with the AA upon graduation or completion;
 - The work, material or image derive from or are premised on IPR belonging to the AA or AA staff, such IPR will remain with the original owner
 - A Student is also an employee of the AA, and the IPR has been created in the course of their employed role.

Collaborative Work

AA staff and students will often collaborate on projects and collectively generate IPR in those projects. In such circumstances, students and staff shall agree between them at the time of the project how any IPR will be shared, and owned unless the IPR that is derived from or is premised on IPR belonging to the AA or AA staff, in which case the IPR shall be owned by the AA. A record of the agreement will be held by the Head of Programme.

Ownership of IPR by postgraduate students

The AA postgraduate programmes have varying approaches to the development of work and projects, and the ways in which IPR will be generated.

Any IPR that derives from or is premised on IPR belonging to the AA or AA staff will remain with the original IPR owner.

Any IPR generated from postgraduate programme will be owned by the relevant postgraduate student(s), unless one of the Exceptions above applies.

Where the IPR has been generated by a collaboration of students and/or staff, all members of the collaboration, including staff advising or inputting, will need to agree how any IPR generated is to be held, and this should be properly documented at the start of the programme or project. A copy of the agreement will be held by the Programme Coordinator.

In any of the above circumstances, and even where an agreement has been reached about the sharing of IPR, the AA shall be entitled to utilise the work produced by postgraduate students upon the same basis as section 2. The postgraduate students shall grant a licence at the time of registration at the AA upon the same terms as set out in section 2 of this policy.

Assigning IPR to a third party

The consent of the student's Head of Programme (upon the advice of the AA's Company Secretary) would be required before a student enters into any agreement with a third party that assigns all or part of IPR created during their studies.