

NSCAD Students Intellectual Property Rights Agreement

- A1 NSCAD waives all right, title to and interest in any of the work of its students past and present, save that which NSCAD commissions from any student past or present, unless the student wishes to engage the school's assistance in commercialization in a written agreement.
- A2 The school shall request the permission of, and, if it is granted, shall give credit to the author(s) of artistic or literary works where the school cites or reproduces them in publications, public displays, reports, or grant applications.
- A3 The copyright or patent of any material produced or reproduced from a student's class or personal notes or sketchbook is strictly prohibited except in the case where the student(s) have given written permission otherwise.
- A4 Neither NSCAD or its faculty members can enforce the waiving of copyright on students as part of course criteria, nor can it be used as a threat to withhold marks or fail a student if they do not wish to give up copyrights or ownership to their work.

Copyright

- B1 Copyright applies to all original literary, dramatic, artistic and musical works as well as sound recordings, student's performances and communications signals.
- B2 Works include but are not limited to: books, texts, articles, monographs, cartographic materials, modular posters, course work, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, drawings, paintings, sculpture, photographs, and other works of art.
- B3 All copyright belongs to the student(s) who creates the work even if it is produced during the course of study and with the use of the school's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the copyright to the school or to a third party.
- B4 The Student Union shall be provided with a copy of any written agreements or contracts under clause B3 two weeks before such agreements or contracts are signed.
- B5 No contract or written agreement between the school and a student shall contain a clause waiving moral rights.

- B6 In the event that an original work is the creation of more than one Individual, the provision of this article apply on a pro rata basis to all the creators of the work.
- B7 In the event that the school or assignee relinquishes its rights to any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

Patents

- C1 The school agrees that the student shall have no obligation to seek patent protections for the results of creative or research work or to modify research to enhance patentability. The school further agrees that the student has the unqualified right to publish his/her inventions.
- C2 Students are the owners of the intellectual property rights in any invention, improvements, design or development that they create in the course of their study even if it was produced with the school's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the property to the school or to a third party.
- C3 In the event that an invention, improvement, design or development is the creation of more than one student, the provisions of this article apply on a pro rata basis to all the creators of the work.
- C4 The Student Union shall be provided with a copy of any written agreements or contracts under clause C2 two weeks before such agreements or contracts are signed.
- C5 In the event that the school or assignee relinquishes his/her rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- C6 The school has no claim to the revenue arising from any invention, improvement, design or development made by the students without the use of the school's time resources or facilities.
- C7 Should the school have a valid claim on the revenue arising from any invention improvement, design or development because of the use of the school's time, resources or facilities by the student, the student and the school shall share in the net revenues arising from a discovery on a fair and reasonable basis. "Net revenues" means the revenue after deduction of all costs incurred by the student and/or the school for patent searches, for obtaining patent protections, for maintaining such protection in Canada and other countries and for commercializing the discovery.