

INTELLECTUAL PROPERTY POLICY

2024-2025

This policy provides guidance for students on the College's position relating to Student Intellectual Property Rights. "Intellectual Property" includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world.

PRINCIPLES

1. The College considers the development of Intellectual Property to be a collaborative event, the benefits of which should normally be shared.
2. The College recognises the student as the owner of any IPR they produce while registered as a student at Vogue College of Fashion but in some circumstances (such as in the case of dissertations, projects and contributions made as a joint Inventor in an Invention in which the College has an interest, or if a Sponsor or provider of a placement opportunity has stipulated that all rights must be transferred to it) the College will require a student to assign all of their rights.
3. Normally (with the exception of the above points) any work that a student produces in the process of completing the programmes will own any IP on their outputs unless advised otherwise in advance by the College.

COLLABORATIVE WORK

(student projects, research undertaken with external partners)

1. In the case of a student project that derives from the IP of an academic or involves substantial collaboration with academic staff, the College will retain the IPR arising during or from the project to ensure it is able to benefit from the exploitation of commercial opportunities in which case the student will be required to assign any IPR to the College. Assignment is conditional and will be required at the onset of the student project.
2. All students involved in research that is likely to lead to a patentable Invention will be required to assign the IPR in the work that they do to the College prior to commencing the research
3. All students involved with projects linked to specialist commercial platforms such as the BA, MA and Foundation courses, will be required to assign the IPR at the onset of the project.

NB: Students should recognise that in agreeing to work with the College, our external commercial partners are offering collaboration with them as a significant benefit to students and the College. These benefits include the potential for graduates of the College to use this unique opportunity as part of their CV and as evidence of highly prestigious commercial work experience. If students would like to opt out of this agreement, then without penalty they will be assigned a separate project brief that will be independent of the commercial project arrangement but will be assessed according to comparable criteria as the main brief. Students wishing to do this should make their intention known at the earliest possible opportunity.

STUDENT CREATIVE WORK

1. The College claims the following rights in relation to students' creative work (including static/moving imagery and videos) produced at the College
 - a. To reproduce, without fee, artistic works for educational and promotional use, including databases, websites, social media channels, academic publications, exhibition catalogues, leaflets, prospectuses, images selected for our college walls, exemplar work of students used by module leaders for future cohorts and for promotion of all VCF courses etc.
 - b. To borrow, for a reasonable period of time, the material element of any works produced by students and/or a suitable reproduction of these works in publications by the College and its staff, and/or purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.
 - c. For the avoidance of doubt, the copyright of such artistic works shall remain with the student and any reproduction by the College intended for commercial purposes will be subject to an individual licence to be negotiated with the student and subject to the College's revenue sharing arrangements.
2. If conditions are attached to the grant or other funding under which the work was sponsored, these must be strictly complied with.

REVENUE SHARING

1. Students who are required to assign IPR to the College will be treated in the same way as members of staff for the purposes of revenue sharing arising from the commercialisation of Intellectual property.

ARBITRATION

1. In the event of a dispute, the student can appeal to the Academic Standards Committee in the first instance. The student should put their appeal in writing and send it to the Director of Operations within 28 days of the disputed issue being identified.
2. If the student wishes to appeal against the decision of the Academic Standards Committee, the matter will be referred to an independent mutually agreed external expert, whose decision will be binding on the College and the student and a 'Completion of Procedures' letter will be issued to the student within 28 days of the results of the appeal.