

## **Policy Statement on Design Right, Copyright of Learning & Teaching Materials and Confidentiality in relation to Learning and Teaching activities provided by individuals not employed by the University, including Visiting Staff:**

### **Policy on ownership and use**

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*This Policy statement was approved by ULTSEC at its meeting on the 13 December 2013*

#### Context

The purpose of this policy is to clarify the University's position regarding teaching material, including CPD, that is prepared for and/or delivered by external providers and which forms a part of its accredited and unaccredited provision, thereby clarifying the situation such that we may avoid the consequences of a breach of copyright.

Although not expressly stated, we constantly rely upon the granting of licences from External Providers every time we copy their teaching material where it forms part of one of our educational programmes. In this context, copying would include uploading onto Blackboard.

The problem with this is that an individual who has provided such material could, without evidence of assignment or a licence to the University, insist that the University returns the material and deletes or returns all copies.

The University is mindful of the commitment that it makes to its students and for that reason it must be in a position to ensure that programmes that are offered by the University are delivered as expected. Specifically, students must be able to access learning and teaching materials used by External Providers to the same extent that they access materials made available by the University's employees through a Virtual Learning Environment such as BlackBoard.

This Policy Statement sets out the terms which the University needs to establish with individuals not employed by the University ("External Providers") whilst they are participating in Learning & Teaching related activities at Newcastle University in order to fulfil its obligations to its students.

As a Policy Statement, it does not aim to deal exhaustively with all possibilities, but sets a framework within which decisions can be reached in individual cases. Any dispute concerning the interpretation and application of this Policy will normally be referred to the Director of Research and Enterprise Services in the first instance.

#### Principles

External Providers shall be treated on a comparable basis to full time employees for the purposes of this Policy.

External Providers shall be subject to any applicable external funding terms and conditions.

## Scope

The Policy differentiates between the situations where:

- payment is made for the development of new teaching material under the terms of a contract, including the payment of a fee, or a purchase order; and
- where no payment is made towards the development of the teaching material.

### **Policy Statement on Design Right, Copyright of Learning & Teaching Materials and Confidentiality relating to educational material supplied by External Providers (“Material”).**

This policy applies to teaching material where that material is a formal component of a University educational Programme which is provided by an External Provider, that being an individual who is not employed as staff of the University.

Where payment is made for the development of the Material:

the External Provider will be required to assign to the University any design right and copyright of learning & teaching materials created in relation to that payment using the Assignment and Confidentiality Agreement, Appendix 1.

Where no payment is made for the development of the Material:

the Module Leader who is responsible for the particular teaching module(s), in discussion with the Degree Programme Director(s), will assess the risk, taking into account the significance of the Material to those module(s). Particular relevance will be attached to those instances where the External Provider is identified in a MOF on a credit-bearing module. Where withdrawal of the Material from the module(s) would be noticeably detrimental to the delivery of that module(s) the Module Leader will share the information note that is appended to this Policy, Appendix 2, with the External Provider. This information note explains that in order to satisfy student expectations the University will assume a licence to the Material for the purposes of copying and availability through uploading onto a Virtual Learning Environment such as BlackBoard for as long as the particular teaching module(s) of which it is a part remains current.

Should the Material rely upon the use of material that is owned by a third party it will be necessary for the External Provider to ensure that a licence is granted to the University for its use. If this is not possible the University must be advised through the Director of Research and Enterprise Services. Research and Enterprise Services will then consult with and advise the School or Institute as to the use of the subject teaching material

Where the Material is assigned to the University, the University will grant a personal, non-commercial, licence to the External Provider to use teaching material for which he/she is the sole author for the purposes of teaching outside the university or in future employment, providing that such material does not form part of any multi-authored course material, or material in which the University has a reasonable commercial interest. This licence is deemed to have been granted unless the University has indicated otherwise in writing. In the event that the External Provider wishes to use such material for commercial purposes the formal agreement of the University must be obtained.

Should the External Provider not be acting in a personal capacity at the University e.g. is employed by a company, the employer may own any intellectual property that is created. Under these circumstances the University will also require the agreement of the employer granting assignment or a licence to such intellectual property for academic teaching purposes, as the case may be. Once the appropriate form has been signed by the External Provider it will be held by the School or Institute to which the provision is made.

External Providers will be required to keep confidential certain information that may be disclosed to them during the course of their activities, particularly that relating to individual students.

Any publication by the External Provider or their collaborators at Newcastle University should be made in line with academic practice giving due credit for authorship. In the event that the External Provider wishes to publish as lead author any of their work undertaken at Newcastle University they will be required to consult with their collaborators at Newcastle University in advance of publication, and only proceed with their agreement

Effective date	13 December 2013
Approval	ULTSEC
Policy/Procedure owner	RES
Last Reviewed	New

#### Related Policies

- The University of Newcastle upon Tyne: Design Right and Copyright of Teaching & Learning Materials: Policy on ownership and use.
- The University of Newcastle upon Tyne Policy: Intellectual Property rights for visiting researchers

## Appendix 1

### Assignment and Confidentiality Agreement

Newcastle University

**Design Right, Copyright of Learning & Teaching Materials and Confidentiality in relation to Learning & Teaching activities provided by individuals not employed by the University, including Visiting Staff.**

**Full Name:**

**Home Organisation:**

**Newcastle University Collaborating member of staff:**

**Newcastle University Academic Unit:**

**Description of the Material to which this Agreement applies:**

This Agreement is made in consideration of:

- My undertaking of Learning & Teaching at Newcastle University
- The payment received by me from Newcastle University.
- The use of Newcastle University facilities

In exchange for the considerations above, I agree;

1. To disclose promptly and assign to Newcastle University all rights to intellectual property rights that I create, or contribute to, arising from my work in the role of External Provider.
2. To execute all necessary papers and otherwise provide proper assistance, promptly upon Newcastle University request and do such other acts to give effect to such assignments, at the expense and cost of the University, as the University may require from time to time.
3. Not to disclose to Newcastle University staff or students any proprietary information of any third party or my current employer, as applicable.
4. To maintain as confidential all information I receive from and/or about Newcastle University staff or students unless such information is already in the public domain.
5. To only publish the results of work undertaken at Newcastle University or with Newcastle University staff or students in agreement with such staff or students in line with academic practice.

Agreement by External Provider

Signed.....Date.....

External Provider Name..... Witnessed by.....

Where the External Provider is not acting in a personal capacity:

Employing Organisation:.....

Signed.....Date.....

Name.....

acting on behalf of the employer in the capacity of.....

Signed.....Date.....

For Newcastle University

Signed.....Date.....

Name.....

## Appendix 2

### Information Note

#### Newcastle University

#### **Design Right, Copyright of Learning & Teaching Materials and Confidentiality in relation to Learning & Teaching activities provided by individuals not employed by the University, including Visiting Staff.**

Dear [Full Name],

The University of Newcastle upon Tyne is extremely appreciative of the contribution that you and likeminded people make in enhancing the learning opportunities that it able to offer to its students.

By making your experience and teaching material available to our students we are able to enhance both the depth and breadth of the content of our teaching.

The expectations of students are high and the University strives to satisfy those expectations by keeping pace with advancements in delivery which, amongst other benefits, permit access to teaching material throughout the day.

This means that the University may wish not only to physically copy Material that you make available to support your contribution but also to digitise and upload the Material onto our Virtual Learning Environment, such as BlackBoard.

In addition, with your permission, we may also wish to record your lecture using our ReCAP system.

We hope that you will readily appreciate the benefits that the University will be able to afford its students by these means. However, should this give rise to any issues these should be discussed with the Module Leader in the first instance. If necessary, he or she will in turn be able to call upon other services within the University who will endeavour to address any concerns that you may have.

Finally, it is possible that the University may need to share personal information about individual students with you. Should this be the case we would expect that such information will be held in the strictest confidence.

Yours sincerely,

A copy of the policy to which this Information Note applies may be found at:

[www.ncl.ac.uk/res/assets/documents/NewcastleUniversityExternalProviderpolicyv15131213FINAL.pdf](http://www.ncl.ac.uk/res/assets/documents/NewcastleUniversityExternalProviderpolicyv15131213FINAL.pdf)