

**OWNERSHIP OF STUDENT-PRODUCED WORK**

Section: Academic/Student (AC)

Subject: Student Performance and Behaviour

Legislation:

Effective: May 30, 1995

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**APPROVED:** \_\_\_\_\_**President and CEO****POLICY**

The policy of the Board of Governors is to encourage SAIT students' innovative and entrepreneurial endeavours and to recognize a student's intellectual property rights in the work that the student creates, while at the same time recognizing SAIT's right in certain situations to retain physical possession of a student's work.

**PROCEDURE****DEFINITIONS****End of course**

The last day of the course as set out in SAIT's official student database course registration information.

**Examination**

A comprehensive form of testing for the purpose of assessing student learning, which may include admission tests, selection tests, unit tests, midterm examinations and final examinations.

**Intellectual property**

Any right or protection existing from time to time under applicable laws relating to patents, copyrights, moral rights, trade secrets, trademarks and other types of intellectual property, and includes rights arising under legislation.

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<b>Research</b>	An undertaking intended to extend knowledge through a disciplined inquiry or systematic investigation to benefit human society.
<b>Student</b>	A person currently enrolled in a SAIT program or course.

## GOVERNING PRINCIPLES

1. This procedure applies to original works that a student:
  - a) Submits or creates as part of the student's course work at SAIT, or
  - b) Creates on the student's own time, using the student's own resources or using SAIT's facilities and/or resources for which the student has paid compensation to SAIT.
2. This procedure does not apply to:
  - a) Students' examinations: refer to procedure [AC.3.3.3 Retention of Examinations](#).
  - b) Administrative forms that SAIT requires a student to sign.
  - c) Situations in which a student enters into a contract with industry or SAIT for the purpose of a work-integrated learning placement, project, or other activity that falls within the student's course or program of study. In those situations, ownership of the intellectual property is governed by procedure [AC.2.11.1 Intellectual Property](#) and by [AC.2.20.1 Work-Integrated Learning Procedure](#) and the agreements associated with that procedure.
  - d) Situations in which the student is employed by SAIT. In those situations, ownership of the intellectual property is governed by procedure [AC.2.11.1 Intellectual Property](#).
  - e) Ownership of an employee's work: see procedure [AC.2.11.1 Intellectual Property](#).
3. The Applied Research and Innovation Services department (ARIS) will assist students with intellectual property questions and serves as a resource centre for examples of intellectual property and nondisclosure agreements. These agreements are not to be used as legally binding agreements. Students are strongly encouraged to seek legal advice before using these agreements or adaptations of these agreements.

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4. A copy of any agreement dealing with intellectual property between a student and SAIT must be filed with ARIS.
5. SAIT is not responsible for a student's breach of copyright law, intellectual property rights, confidentiality, etc. Students are strongly encouraged to make themselves familiar with SAIT's policies and procedures dealing with research integrity, intellectual property, research integrity, copyright, etc.

## PROCEDURE

### A. Relationship Between Students and SAIT

1. A student holds exclusive title to and all intellectual property rights in any original work that the student:
  - a) Submits or creates as part of course work at SAIT, or
  - b) Creates on the student's own time and using the student's own resources or using SAIT's facilities and/or resources for which the student has paid compensation to SAIT.
2. Instructors will use reasonable efforts to return a student's original work to the student by the end of course, unless otherwise specified by written school/department/program guidelines or by course outlines. If an instructor is unable to return the work to the student by the end of course, the instructor will retain the work as per the provisions of procedure [AC.3.3.3 Retention of Examinations](#).
3. Where appropriate, SAIT may retain possession of the student's original work. This includes but is not limited to situations in which SAIT has invested a significant amount of resources in the student's creation of that work, as determined by SAIT, and situations where legislative regulations require SAIT to retain that work. Use of SAIT office space, library facilities and ordinary access to computers and networks are not regarded as significant. SAIT must clearly specify its intent to retain the student's original work on the course outline for the course in which the work was created or submitted.
4. Where SAIT retains possession of a student's original work and where it is technically feasible to produce a copy of that work, as determined by the applicable SAIT school/department, the student can purchase at cost a single copy of that work, in a format that SAIT determines.

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5. SAIT shall retain possession of student work in situations where the student is alleged to have breached procedures [AC.3.4.3 Student Academic Misconduct](#) or [AC.3.4.4 Student Non-Academic Misconduct](#) and where the work is relevant to that allegation. If the allegation of student misconduct proves to be unfounded, SAIT will return the work to the student, in accordance with paragraphs A.2, A.3 and A.4 of this procedure.
6. An instructor who wishes to use a student's original work must first obtain a signed consent from the student allowing that use, in the form attached as Schedule A, an Associated Document to this procedure or ask the student to assign an open licence to the work as per procedure [AC.2.21.1 Open Educational Resources](#). This use is restricted to educational and training purposes. These include publicly displaying a student's work for SAIT's instructional use, making additional copies of a student's work, showing a student's work to other students, using a student's work for the instructor's research purposes, or electronically posting a student's work for SAIT's instructional use.
7. The school/department is responsible for storing the students' signed Release (Schedule A), in accordance with the requirements of procedure [AD.3.2.1 Records Management](#).
8. An instructor who wishes to use original work created by a group of students must first obtain a signed release or an open licence assignment, as per paragraph A.6 of this procedure, from every student in that group. The instructor may not use that work unless all students have signed a release or all students have agreed to and assigned an open licence.

## **B. Relationship Between Students, SAIT and Third-Party Clients**

1. If a third-party client of SAIT is interested in a student's original work that falls under the scope of this procedure:
  - a) The third-party's use of that work is contingent on the student licensing or assigning the student's intellectual property rights in that work to SAIT.
  - b) SAIT may, in turn, license or assign its intellectual property rights in and/or possession of that work to the third-party client under the terms of a project agreement or contract. See procedure [AC.2.11.2 Revenue Sharing and Commercialization](#) in those situations.

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- c) Note that there may be situations where the student has created this work using software that SAIT has purchased for educational purposes; the terms of the software licence may regulate or prohibit the use of that software for commercial purposes, including commercial purposes involving third parties.
2. Works and related intellectual property that belong to the third-party client and that are made known to SAIT and/or students for the purpose of conducting a project or carrying out course work remain the third-party client's exclusive property. Students should not divulge or distribute such works without the third-party client's prior written consent.

### **C. Commercialization of Student Works**

1. SAIT encourages its students to undertake innovative, creative and entrepreneurial endeavours. Students are encouraged to contact ARIS for support pertaining to intellectual property rights, commercialization, contract negotiations and related issues regarding their original works. Students are strongly encouraged to seek legal advice before entering into any contracts.
2. Students may commercialize the intellectual property interests in their original works without SAIT's involvement.
3. When two or more students have jointly created or submitted original work as part of their course work, SAIT encourages the students to discuss and determine the way in which intellectual property issues will be handled. If commercialization of the work may be involved, a written contract among or between them is strongly encouraged.

## **ASSOCIATED DOCUMENTS**

Schedule A      Ownership of Student-Produced Work Release and Consent

## **POLICY/PROCEDURE REFERENCE**

AC.3.10          Ownership of Student-Produced Work policy

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