

INTELLECTUAL PROPERTY POLICY

Introduction

This policy describes the rights of students, the NFTS and others regarding intellectual property created by students during their time at the NFTS.

What is intellectual property?

Intellectual property refers to things that you might create using your mind, for example a story, invention or symbol. This is at the heart of all creative output. Intellectual property can have value and may be exploited for commercial use and other purposes. Not everything that you might create qualifies as an intellectual property right, i.e. a form of property recognised by law, either automatically or following application, which (in some circumstances) can be used to prevent others from copying or otherwise using the same or similar intellectual property.

The following are the key types of intellectual property rights likely to be relevant to your time at the NFTS:

- **Copyright:** Copyright protects original literary, dramatic, musical and artistic works. This can include scripts, photographs, drawings, models, web content, and some databases. Original recordings and broadcasts (audio/musical, film, television, radio) are also protected by copyright. Copyright arises automatically in, and protects, the expression of an idea, i.e. once it is in a fixed form; and not the idea itself.
- **Moral rights:** The authors of some types of creative works, and directors of films, also benefit from moral rights in addition to copyright. Moral rights protect authors'/directors' non-economic interests, for example by giving the author/director the right to be credited as the author/director of the work, and to object to derogatory treatment of the work.
- **Performers' rights:** Performers have rights in some performances (if included, including in a recording, film or broadcast) and will also have rights similar to moral rights in those performances. A performer is anyone who acts, sings, delivers, plays in, or otherwise performs a literary, dramatic or musical work.
- **Design rights:** Design rights may be registered or unregistered. A design registration protects the appearance of an item (or part of an item), such as its shape or pattern, if new and different from earlier designs, and can protect both 2D and 3D things.
- **Trade marks:** Trade marks are words, symbols or other things that distinguish the source of a product or service from others and may be registered or unregistered. Brand names are often registered as trade marks.
- **Patents:** Patents protect new innovations (i.e. inventions), for either a product or a process (a method of doing something).
- **Database rights:** Databases (organised and searchable collections of data, which could include collections of film clips or stills, for example) can be separately protected, if a substantial investment has been made in obtaining, verifying and/or presenting the contents of the database.
- **Others:** Other intellectual property rights might include know-how, if the know-how is confidential (i.e. not generally known and adequately protected).

Who owns the intellectual property I create?

- You may create works and materials collaboratively with other student(s) as part of your course using the NFTS's resources and/or equipment (we refer to these works and materials as "**Course Works**"). Course Works may include written or artistic works; film, digital media, games, sound recordings; musical compositions; set designs; other audio or audio-visual works.
- If a Course Work is recorded in certain forms (and therefore is a "**Recorded Work**" – see description below) during your time at the NFTS, the NFTS will own the intellectual property rights in the Recorded Work. You will also give the NFTS a licence (i.e. permission) to use any of the intellectual property rights that you may own in any other works that are incorporated in and/or required for the use of the Recorded Work.
- If a Recorded Work is commercially exploited, you may be entitled to share in any financial proceeds, as set out in our Revenue Sharing Policy. You will also be entitled to acknowledgement in the credits of your Recorded Works.
- The mechanism through which ownership of the intellectual property rights in relation the Recorded Works transfer, or are licensed, from you to the NFTS is the assignment and licence provision in the Student Terms and Conditions.
- Except as set out above, you will own any intellectual property rights in works and materials which you create as part of your course, whether or not these are Course Works. For example, if you create works or materials on a screenwriting course which are not developed collaboratively with other student(s) and are not recorded in any form, you will own any intellectual property rights in those works or materials; this would include a script which you create on a screenwriting course which is not recorded in a film or in any other form.
- The NFTS also does not claim any intellectual property rights that you may create outside of your course in your own time, unless they are incorporated in and/or required for the use of any Recorded Work that you may create.

Recorded Works

Recorded Works include sound and video recordings (including of performances and broadcasts), films, photographs, set designs, props, and models.

Why may the NFTS own some of my intellectual property?

A large proportion of works created at the NFTS are collaborative works, meaning that a number of students may have contributed to, and therefore originally own a share of intellectual property in, the same Recorded Works. This causes complexity if the Recorded Work is to be used outside the NFTS, whether commercially or non-commercially. The NFTS also has experience of dealing with Recorded Works on behalf of students and working with potential licensing partners. It is therefore appropriate for NFTS to be the central owner of Recorded Works.

The NFTS will make every effort to liaise with you in relation to any planned commercial exploitation of your Recorded Works.

Can I use intellectual property that the NFTS owns?

- You can use all your works for non-commercial purposes such as showreels, job applications, private screenings etc (and any works that are not Recorded Works for commercial purposes), without the permission of the NFTS.

- **You can use your Recorded Works for commercial use**, i.e. to make money or commercial gain, **ONLY IF you have the permission of the NFTS**, which must be explicit and in writing. For example, you may not – without the NFTS’ permission – use Recorded Works in your own productions which you then distribute or exploit for money.

How do I request permission to use my Course Works?

If you wish to use your Recorded Works for commercial purposes at any time – whilst you are at the NFTS or after you have left – you should contact [Jon Wardle](#), the Director of the NFTS, with details of the relevant Recorded Works and the proposed use. He will discuss with you and is likely to give permission, subject agreeing to the terms of a suitable revenue sharing agreement with you.

Sharing revenue received from Recorded Works

Irrespective of whether you or the NFTS exploits a Recorded Work that you created, you and the NFTS will share the revenue received depending on your contribution to the project. This Policy recognises the resources and assistance that the NFTS provides in the creation and, in most cases, exploitation of the Recorded Works and helps to cover the NFTS’ costs.

How long does this agreement last?

- In practice, indefinitely (until the intellectual property rights that you have assigned to the NFTS expire). It is important you abide by the rules explained in this policy throughout this period – during your time with the NFTS and also after you have finished your course and left.
- The reason for this is that the NFTS owns and manages all Recorded Works and acting outside this policy’s rules may infringe or interfere with others’ intellectual property rights, potentially harming the NFTS, its students and others.

External organisations and contracts

Please be aware that if you undertake a placement or work experience with an organisation or person outside of the NFTS during your time at the NFTS, you may be asked by the placement/work experience provider to sign further documents such as non-disclosure agreements, intellectual property assignment/transfer agreements in connection with you working with them.

If you are employed by an organisation (even on a temporary and/or part-time basis), generally that organisation will automatically own the intellectual property which you create as their employee. Whilst this may not be relevant if you are simply undertaking an informal placement or work experience with the organisation, it is something you should be aware of.

Respecting others’ intellectual property rights

You must respect others’ intellectual property rights. This means (for example) that you are expected not to claim rights in work created by others, whether tutors, students or others, or to copy their work, without their permission. Any damage caused to the NFTS or others by your failure to respect others’ intellectual property will be your responsibility.

Artificial Intelligence

You should be aware that using generative AI may give rise to intellectual property risks. The NFTS has developed a set of [principles for using AI](#) in Course Works and other works, materials and professional outputs, highlighting issues which include giving attribution to the tools you use, usage of public

domain and licensed media/data, avoiding plagiarism and working ethically. You should consider these principles and consult with your Head of Department as relevant to your work.

What happens if something goes wrong?

- The NFTS is proud of its students and confident that they will respect and follow this policy and uphold high standards of behaviour.
- However, the NFTS treats any potential breaches of this policy very seriously and will take the appropriate action to enforce its terms. For registered students this may include disciplinary action under the School's [Misconduct Policy](#).

If you have any concerns or queries relating to intellectual property created by you during your time at the NFTS, please contact your Head of Department or [Jon Wardle](#), the Director of the NFTS.

We thank you for your co-operation with this important matter.