

IPR guidelines for students at Kristiania University College

These guidelines apply to the intellectual property rights of students at the University College. The guidelines shall take precedence over previous study agreements in which the rights differ.

To the extent that the student participates in projects for which there are separate rights provisions, those specific provisions shall take precedence over these guidelines.

Results or works refer to all results created or achieved by the student individually or in collaboration with other students/academic supervisors (joint works) in connection with and during the study programme, including intangible assets, regardless of whether or not the results are protected by legislation.

Main rule relating to students' intellectual property rights

Results/works created by students at Kristiania University College shall remain the property of the student and may be freely used as desired by the student. The University College's use of results/works shall be subject to agreement with the student in question (or all copyright holders if it is a joint work) and may be subject to school and department-specific rules or subject to the following exceptions.

Students who are also employees, e.g. in project positions or as research assistants shall, however, be considered employees, provided that the work results are linked to duties that arise from the position. Separate employee guidelines apply to this group.

Resource-intensive projects

For projects or other student works that are particularly resource-intensive for the University College, for example in which the University College needs to hire or buy additional equipment, the student must expect to assign certain rights to the University College. Further details about the relevant rights shall be agreed with the student in question. This provision shall apply only if the student has the opportunity to carry out less resource-intensive projects/works.

Projects funded by the Research Council of Norway/EU institutions

For projects fully or partly funded by the Research Council of Norway or EU institutions, requirements are imposed stating that the research results shall be available for the participating institution to use. A special assignment agreement must therefore be entered into with each student in such projects in connection with the project in question.

Voluntary assignment

Kristiania University College can also take on the rights of its own students with regard to the commercial use of results using voluntary assignment if (i) the student(s) so request and (ii) a commercial assessment of the results finds that this would be expedient and desirable.

Supervised professional training

Certain supervised professional training hosts and external organisations have separate rights policies that will take precedence over these guidelines. Deviating rights policies shall be specified in either the course description, supervised professional training agreement or a separate agreement.

School and department-specific rules

Some departments have provisions in place that deviate from these guidelines. Such special rules shall take precedence over these guidelines. Further information about the special rules shall be specified in *Appendix A*.

Appendix A - School and department-specific rules

School of Arts, Design, and Media

The University College reserves the right to use results created by students for teaching, dissemination and marketing activities, for example via the University College website. For this purpose, the University College shall be entitled to make all necessary changes to the results/works created by students, provided that this does not violate the students' moral rights and that the school names the student pursuant to Section 3 of the Copyright Act. The University College shall retain such a right of use for the subsequent two years after the student has left the school. In all cases, students shall have the opportunity to opt out of the publishing of student work.

If the student is a performing artist and performs the works of others or traditions in a teaching context, the right of use shall be extended to four years. In this connection, the University College shall be entitled to record the performance, produce copies of the recording and make the performance or recording available to the general public.

The University College shall reserve the right to assess whether the performing artist should be named, both when performing the works to an audience and in connection with any further use of the performance in each case and in accordance with good practice. If the performing artist works in an ensemble or group, the name of the ensemble/field of study may be considered a generic term for the members of the ensemble.

In collaborative projects involving multiple rightsholders and for which it cannot easily be defined which student owns the project, the University College shall own the rights to the project. Such rights may be assigned to students for further administration, processing and use, provided the rights have been clarified and there is a written agreement in place between the parties involved. The University College shall have the right to use the project for marketing and teaching purposes.