



## STUDENT INTELLECTUAL PROPERTY POLICY

### PURPOSE

While studying at Crestwood Preparatory College (the “School”), students may conceive, develop, create or author (together “**create**”) intellectual property, either alone or jointly with other students, staff members, members of the School community or others. Examples of such works may include inventions, designs, software code, artwork, musical works, business plans, websites and technology (“**IP**”). Such IP may be protected by various intellectual property laws, and other laws.

This Policy does not apply to any IP created by students or staff members outside of their studies, coursework, School extracurriculars, duties or responsibilities with the School.

### Staff

If staff members create IP during the course of their employment with, or while performing their duties and responsibilities with the School, this IP may be owned by the School. Please refer to the Staff Intellectual Property Policy for more details. This includes IP created jointly with students while supervising coursework, extracurriculars or special projects.

### Students

All IP created by a student is owned by that student. If the student creates the IP jointly with others (e.g. other students, staff members), these persons may also be owners of the IP with the student. If the IP is created with the supervision of teachers, School staff members or instructors, the School may also own or have an interest in the IP.

The purpose of this policy is to foster innovation and create a collaborative educational environment for students, while also encouraging respect for IP created by students and others. All School members must follow the guidelines below with respect to IP.

### GUIDELINES

- The School may wish to promote or showcase any IP created by students. To do so, the School requires a license from each student who owns the IP to use the IP for certain purposes, like marketing, promotion or fundraising. A Student Intellectual Property License is attached, and should be distributed to all students and/or their parents to agree to and sign, before the beginning of each School year.
- Students may only license the IP they own. If the IP is owned jointly with other students or persons, then each student must sign the attached License separately. If the IP is co-owned by the student and the School, only the student(s) needs to sign the License to permit the School to use the IP.
- The School may require staff members to assign to the School their rights in IP created during course of their employment or duties and responsibilities with the School. Please refer to the Staff Intellectual Property Policy for more information.



- It may be possible to protect the IP created according to intellectual property and other laws. However, the School will need to seek the advice of intellectual property lawyers to know whether it is possible to do so, or help students to do so. Therefore, any prototypes, working models, blueprints, or platforms of any IP should only be disclosed to those involved in the project or course, and even then with care.
- The School is not obligated seek protection for any IP created, or to pay for any costs to do so. Similarly, students are under no obligation to seek IP protection for any IP they create on their own. If the School and students jointly own IP they have created, this should be discussed further to ensure clarity about any decisions made about the IP in question.
- Students are encouraged to be cautious when sharing, posting, blogging or tweeting about IP they create, and to check with the School authorities before doing so.
- If students enter any contests, “hackathons” or competitions involving the IP, there may be additional rules that apply. Please consult with the School and read all contest rules before doing so.
- When creating IP, students and staff members must comply with the respective Acceptable Use of Technology Policies, Copyright Policy, Makerspace Policy and any other policies made or updated by the School.



## Student Intellectual Property License

**NAME OF STUDENT:** \_\_\_\_\_ (“I”/”me” or “my”)

During the course of my study at Crestwood Preparatory College (the “**School**”), I may create, conceive, develop, produce or design intellectual property (such as inventions, designs, software code, artwork, musical works, business plans, websites and technology) alone or with others (this is the “**IP**”). The School may wish to promote, showcase or display any IP I create for certain purposes, such as marketing, advertising, promotion, fundraising, to encourage enrollment or donations from alumni and other similar purposes related to the School (this is the “**Purpose**”).

In exchange for my studying at and attending the School, I grant the School, its affiliates and representatives, a license to use my IP for the Purpose. The licence is non-exclusive, transferable, perpetual, assignable, royalty-free, sub-licensable and worldwide. I permit the IP used under this licence to be used in any medium, and give the School the right to use, display, copy, reproduce, modify, translate, publish, distribute and communicate to, and perform for students, staff, members of the School and to the public the IP, and to authorize others to do any of the above acts on the School’s behalf. The School is not responsible for any unauthorized uses of the IP made by third parties. I release the School from all claims, demands and causes of action relating to the IP. I waive any right I may have to inspect or approve the IP or any modifications made to the IP by the School.

I confirm that the School’s use of the IP under this license does not violate or infringe anyone else’s rights. The School is not responsible for any unauthorized uses of the works made by third parties. I release the School from all claims, demands and causes of action relating to the works. If I am under 18 years of age, my parent/legal guardian hereby confirms that they are my parent or guardian, that they have read and understand the contents of this licence, and that, on my behalf, my parent/legal guardian agrees to all of the terms of this licence.

I AGREE

I DO NOT AGREE

(please check only one box)

Signed and agreed upon:

Name (Please Print): \_\_\_\_\_

(Name of parent/guardian if Student is under the age of 18; Name of Student if 18 years or older)

Signature: \_\_\_\_\_

(Signature of parent/guardian if Student under the age of 18; Signature of student 18 years or older)

Date Signed: \_\_\_/\_\_\_/\_\_\_\_\_ (day/month/year)

**(This license and declaration will be signed and renewed at the beginning of each School year).**