



## **COPYRIGHT POLICY**

### **Introduction:**

Copyright is the legal protection given to creators of certain types of original work, which are recorded in permanent form. These types of work include literary, artistic, dramatic, and musical works, films, and sound recordings.

Copyright gives creators the exclusive right to make copies of their work and issue them to the public. Without the copyright owner's permission, others cannot copy, adapt, or share the copyrighted works.

Sensory Beginnings Limited is committed to:

- Asserting and protecting copyright and other intellectual property rights owned by the University, its employees, or its students.
- Complying with the provisions of the Copyright, Designs and Patents Act 1988 and subsidiary legislation, and adhering to the terms and conditions of copyright licenses held.

### **Aims and Scope:**

This policy sets out the Sensory Beginnings Limited rules regarding:

(a) The ownership of copyright in certain types of works created by Sensory Beginnings Limited's employees, contractors, learners. Specifically, this policy addresses the ownership of copyright in scholarly publications, theses, teaching materials and other outputs where they are not deemed 'commercially valuable IP', as they are not likely to generate income for Sensory Beginnings Limited

(b) Other types of outputs, identified as 'commercially valuable IP', are addressed as but are not limited to, research databases, notebooks, imagery, designs and protocols, and software source code.

(b) The use of third-party copyright materials in research, learning, teaching and other professional activities.

The policy applies to all Sensory Beginnings Limited employees, directors, contractors, and learners.



## **Ownership and Copyright:**

- Sensory Beginnings Limited owns all IP created by its employees and contractor, including copyright, unless it is created in a private capacity that is inconsequential to the employee's role. However, to ensure that creators can still access and benefit from their works, special provisions may apply for certain types of outputs and are available on request by discretion of the directors of Sensory Beginnings Limited.
- Where contractual agreements (e.g., with sponsors or collaborators) are in place, the terms of these agreements will take priority over the terms of the copyright ownership below.

### **1. Scholarly Publications**

- When planning to submit a piece of research for publication or presentation at a conference, researchers should pay special attention to the commercial potential and confidentiality of any research results to be included or referred to.

### **2. Teaching, learning, course materials, student assessment materials & results**

- Teaching and learning materials include traditional printed materials as well as digital texts, web-based content, multimedia, software, and captured content of both recordings of live teaching ('lecture capture') and recordings created for instructional/educational use.
- The copyright in teaching and learning materials belongs to Sensory Beginnings Limited. These materials will therefore be retained by and can be used and, if deemed necessary, updated by the University for educational, research, and administrative purposes. However, Sensory Beginnings Limited grants the creators (directors of the business) a royalty-free, non-exclusive license to the materials for non-commercial use teaching or research purposes, even after their employment or studies or engagement with Sensory Beginnings Limited has ceased, provided that the use of the materials does not impede the exploitation of the materials by Sensory Beginnings Limited or prejudice in any way the interests of the business.



- In the case of captured content, performers' rights related to the recording of lectures, demonstrations, workshops, and other teaching activities are owned by Sensory Beginnings Limited. Team members and learners will be asked to give their consent to these arrangements by completing a consent form.
- Copyright in tests and any examination scripts belong to Sensory Beginnings Limited.

### **Use of third-party copyright materials**

This section of the policy is concerned with the use of any works, including text, images, video and music, whose copyright is not owned by the user ('third party materials').

In the UK, copyrighted materials are protected by the Copyright, Designs and Patents Act 1988 and subsidiary legislation.

It is the responsibility of all members of staff, learners, contractors of Sensory Beginnings Limited to observe policies related to the use of third-party copyright.

#### **1. Use of third-party copyright materials in course materials**

- Any IP used from a third-party source must be cited in course materials, materials & marketing materials. The reference will be cited on the appropriate slide and in the reference list at the end of the course
- Sensory Beginnings Limited will ask specific permission and consent for inclusion in course materials if large chunks of text, pages, specific ideas, images, logos are being used.

#### **2. Use of third-party contractors delivering course content**

- Sensory Beginnings Limited obtains written declarations from any third parties delivering course content that they own the IP and are not infringing on any Copyright Laws



## **Legislative Context**

In the UK, copyrighted materials are protected by the Copyright, Designs and Patents Act 1988 and subsidiary legislation. In addition, Sensory Beginnings Limited has a number of licenses that determine the terms of using copyrighted materials such as scholarly publications, archive collections, newspapers, databases, images, audio and visual recordings, and music.

Failure to comply with copyright law or licenses could have serious consequences; for example, the withdrawal of database access or the loss of license privileges and could ultimately give rise to legal action against the individual or Sensory Beginnings Limited.