

Copyright and Intellectual Property Rights

1. This section sets out the terms that constitute the NFTS' policy regarding ownership of intellectual property rights. The NFTS' position is that it is the sole owner of the intellectual property rights that are created as part of, or through participation in, any NFTS course. The following clauses constitute a legally binding agreement between you and the NFTS assigning these intellectual property rights to the NFTS.
2. As part of any course you undertake at the NFTS, any materials created or contributed by you as part of that course, in any form (including written or artistic works; film, video or sound recordings; musical compositions; set designs; and other audio or audio visual works), will be regarded as "Course Works". These Course Works are likely to be protected by intellectual property rights, such as copyright and design right.
3. In consideration of the NFTS offering you a place on a course at the NFTS and you accepting a place on that course, the NFTS requires to you assign (i.e. transfer) to the NFTS all intellectual property rights in the Course Works.
4. Accordingly, you hereby assign to the NFTS with full title guarantee, and by way of assignment of present and future copyright, all such right and title as you own in the intellectual property rights and exploitation rights which do or will protect or subsist in such Course Works worldwide in all media in perpetuity (the "Assigned Rights") without the need for any further payments to be made to you. This means that the NFTS shall be the sole owner of the Assigned Rights in the Course Works, with the right to make use of the Course Works and the Assigned Rights as it sees fit.
5. Nothing in this agreement affects the ownership of any intellectual property rights in any materials or works that already exist prior to the commencement of this agreement, or that are created by you outside of undertaking your course with the NFTS, provided that you do not incorporate or include any such materials and works into Course Works. If you do incorporate or include any such materials or works into any Course Works, then the intellectual property rights in those materials or works are also deemed to be Course Works and are assigned to the NFTS in accordance with clause 3.
6. In order to give the NFTS sufficient reassurance that it is free to use the Assigned Rights, you represent, warrant and undertake to and with the NFTS that:
 - i. the Course Works are and shall be original works created by you, except in respect of any materials that are either already freely and publicly available, licensed to you by a third party, or supplied to you by or on behalf of the NFTS;

- ii. if you use in the Course Works any materials that are owned by a third party:
 - (a) you have obtained all necessary permission for your use from the relevant third party and your use of these materials
 - (b) our assignment of the Assigned Rights does not and shall not infringe the copyright or any other rights of any third party, or otherwise be defamatory, or breach any duty of confidence (if your original work is claimed by a third party as their original work);
 - iii. you have not disposed and will not dispose of any of the intellectual property rights in the Course Works, in any part of the world, and you have not granted any mortgage or other security over these intellectual property rights or the Course Works;
 - iv. you shall not do anything that would affect the assignment of the Assigned Rights to the NFTS or cause your warranties, representations or undertakings to be or become untrue or incapable of being fulfilled; and
 - v. if asked to do so by the NFTS, you will complete and sign any further document and do any such thing as the NFTS may require to enable the NFTS to become the owner of the Assigned Rights and to secure the benefits of the Assigned Rights.
7. The NFTS relies on the representations, warranties and undertakings that you are giving in relation to the Course Works and, if any of these are or become untrue, the NFTS requires full compensation in respect of any damage it suffers as a result. Consequently, you agree that you will indemnify and keep indemnified the NFTS, on demand, against all claims, demands, actions, proceedings, costs, damages, losses and expenses (including legal costs, expenses and VAT), whether suffered or incurred directly or indirectly by the NFTS or any compensation paid or agreed to be paid by the NFTS to any third party arising out of any breach of the warranties, representations and undertakings contained above.
8. The NFTS recognises that you may wish to use the Course Works for non-commercial purposes (i.e. in order to demonstrate your skills and experience) and hereby grants you a licence to use the Course Works for such non-commercial purposes. You are not, however, permitted to use the Course Works themselves in any production or project (including any related written or artistic works; film, video or sound recordings; musical compositions; set designs; and other audio or audio visual works) or to provide the Course Works to any third party other than for non-commercial purposes without the prior written consent of the NFTS. If you have any doubt as to whether an intended use of the Course Works would be non-commercial purposes or not, please contact the Director of the NFTS.
9. As the creator of the Course Works, you will own certain authorship rights known as "moral rights". So that these do not interfere with the NFTS' exercise of the rights you have assigned to the NFTS, you irrevocably and unconditionally waive in perpetuity all moral rights that you may have in and to the Course Works, whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988 or otherwise, and all similar and equivalent rights and benefits that may exist in any country of the world.

10. Whilst the NFTS owns the Assigned Rights as set out above, the NFTS additionally expects each individual student to respect the work of their fellow students and not to use other students' storylines without the express permission of the student or students who originated the storyline and/or treatment.