

Appendix C

Heriot Watt University Case Study

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IPRs in the Heriot-Watt University/Interactive University International e-Learning Programme

Authors

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1. Executive Summary & Methodology

The Interactive University (IU) is a company set up by Heriot-Watt University (HWU) and Scottish Enterprise (SE) in September 2002 to market and distribute e-learning educational programmes worldwide.

“3.1 By their execution hereof, the parties acknowledge and agree that they have formally established The Interactive University as an incorporated organisation which has as its objectives (the “Objectives”) the promotion and development of Scotland’s e-learning and distance learning industries through the creation of a central resource and forum for principally Scottish academic and education institutions in connection with the development and deployment of accredited e-learning educational programmes in the global tertiary education sectors through the activities of the Company to be conducted at all times in accordance with:-

3.1.1 the Memorandum and Articles; and

3.1.2 the Business Plan.”¹

The aim of using a separate entity for the exploitation of e-learning resources was financial, as by sharing the costs of this mechanism amongst a number of partners, economies of scale would come into play and each partner’s level of income would be maximised.

The Interactive University was formed as a company limited by guarantee, meaning that it is an organisation within which the liabilities of its members are limited to the amounts they have agreed to contribute in the event of its winding up. A company limited by guarantee is not permitted to distribute any profit and can be registered as a charity. As the IU was partially funded by Scottish Enterprise, this structure avoided problems regarding state aid which would have been present had IU been making profits and distributing them to only those HEIs who became members. The lack of a profit motive also ensures that the IU acts for the benefit of its members, and not itself (where these two motives could differ), giving an element of security to those organisations who choose to exploit the intellectual property in their educational materials in this manner.

Membership of the company is not exclusive, meaning that other Scottish HEIs can distribute programmes through IU and become members of the IU. This is done by applying to IU for membership and signing a Deed of Adherence to the Members Agreement. Any new member must agree to their standard contractual templates for project management and exploitation, extracts from which are contained within this report, and to their chosen organisational structure for exploitation. This, again, ensures all members are on an equal footing. IU is actively seeking more members.

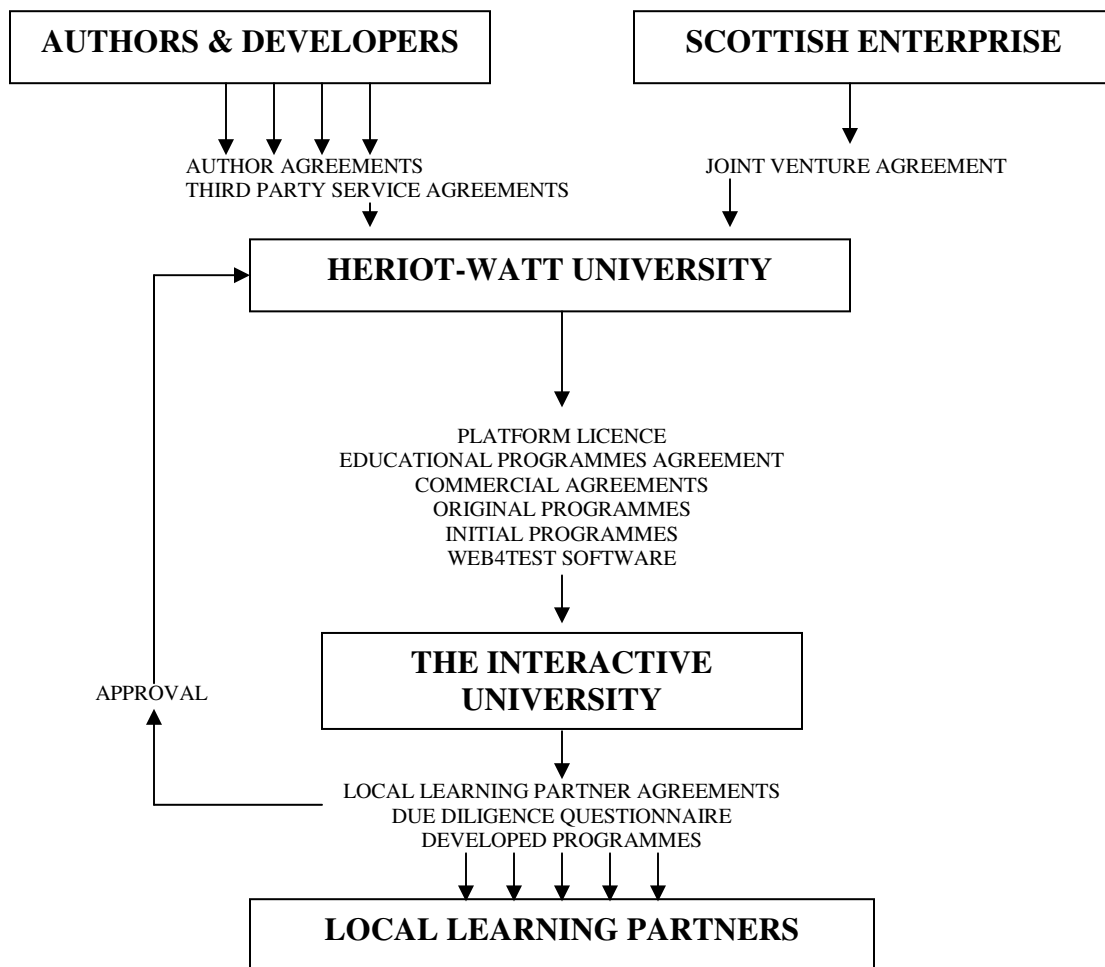
Contractually, under the remit of the Members Agreement forming the IU, each participant agrees to an Educational Programmes Agreement, generally governing their

¹ Members Agreement clause 3.1

relationship with the IU, and a number of Commercial Agreements, governing the exercise of each individual degree programme with the IU. In addition to this, HWU provided novel software to the project, which was governed by a Platform Licence Agreement.

The IU's *modus operandi* also involves Local Learning Partners (LLP), who are signed up by the IU in each territory to provide local tutorial support to undergraduate students. Typically, these are universities or colleges specialising in the subject matter of the educational programme concerned. A list of some of those colleges and universities that have concluded arrangements with the IU is contained within the annex to this report.

The organisational structure is best illustrated by reference to the following diagram.



This particular case study focuses on the BA Management Programme developed by HWU and delivered on campus. This Programme was subsequently licensed to the IU for it to adapt, further develop and transform into an e-learning on-line programme to be marketed outside Scotland (although this territorial restriction was not contained within the relevant agreements - it was an understanding created within the exercise of the

project, although HWU has the legal ability to control the territorial reach of the programme through its rights of approval concerning LLPs). The on-line BA Management Programme (BBA) now has some 3000 students from 20 countries around the world.

The methodology adopted for this case study was interview and analysis based. The Course Director of the HWU BBA and the Chief Operating Officer of the IU were interviewed to obtain information on the key topics considered in the case study. Other personnel were interviewed for specific topics, for example, the Deputy Director of the Edinburgh Business School (EBS) regarding the Masters in Business Administration (MBA), the Technology Transfer Manager of HWU regarding business models in technology licensing, and the Insurance Officer of HWU regarding disputes and liability matters.

The information gained from interview was analysed against the documentation which was signed in its final form. The following documents have been analysed and relevant parts are contained within the body of this report and in the Annex.

Table 1: List of licences etc, and details of their purpose

Agreement (Licence, contract, email agreements etc)	Description
Author's Contract	Standard form of contract between HWU's commercial subsidiary and authors of modules.
Members Agreement	Joint venture agreement between HWU and Scottish Enterprise concerning the formation of the IU
Platform Licence	Exclusive licence from HWU to the IU concerning novel assessment software.
Educational Programmes Agreement	Exclusive license from HWU to IU of various programmes, including the BA Management degree.
Commercial Agreement	Contract between HWU and IU containing further details of the commercial relationship between the parties.
LLP Agreement	Standard form of contract between IU and a Local Learning Partner in another country.
Approved Support Centre agreement	Agreement containing the due diligence questionnaire utilised in assessing suitability of Local Learning Partner. The questionnaire itself is substantially similar.
The University Policy on Intellectual Property, Confidential Information and Commercialisation	Internal HWU policy document
Income Split	Pie chart illustrating the breakdown of tuition fee received from students undertaking the BA Management Programme.
GANNT Chart	GANNT chart indicating project development from conception to implementation.
Local Learning Partners	Selection of Local Learning Partners involved with the IU

Table 2: List of people contacted this case study

Name	Role in the programme	Topics covered/ to be covered
Marc Quinn	Director of Course	Ownership of IPR contained in the course materials for the BA Management degree.
David Farquhar	Chief Operating Officer of IU	Content of the licence and other contracts with HWU.
Prof Charles Brown	Deputy Director of EBS	Problems that have arisen in the international arena for EBS with the MBA
Dr Mike Cox	Technology Transfer Manager	Reward systems for Inventors in HWU.
Lorraine Loy	Insurance Officer	Liability issues and disputes

2. Motivation and Objectives, Rewards and Business Models

HWU was aware that the cost of transforming paper based course materials into electronic content was substantial and could not at that time be carried out by academic staff within their existing conditions of employment, primarily due to time constraints. In similar situations, eg with the Edinburgh Business School (the graduate business school of HWU), third party service providers were utilised to digitise materials. In these situations an assignation of any resulting IPR in the digitised materials was implemented in the contractual arrangements between the third party service provider and HWU.

Since then HWU has amended the employment conditions so that academic members of staff are now employed to develop teaching materials under the University's recently revised policy on Intellectual Property, Commercialisation and Confidential Information, a copy of which is contained within the Annex².

The key to making a return on the cost of resources used to carry out the work was to make the process efficient in terms of developing the electronic version of course materials, marketing each course, and matriculating students. This would result in the marginal cost of each additional registered student being relatively small (and decreasing in line with student numbers) compared to the marginal income. HWU's objective for the BBA and, more generally, for participating in IU, was to be able to enrol a far greater number of foreign students but in a way that ensured the marginal income was substantially greater than the marginal cost.

Therefore, to obtain funding to cover the cost of transforming the paper based content, HWU sought assistance from Scottish Enterprise. SE's motivation for providing funding was that the HWU proprietary novel software and business methodology for the exploitation of e-learning materials would be available, via the Platform Licence to IU, for other higher education and further education institutions in Scotland. Otherwise, it would have been considered unfair competition and a possible State Aid³ if HWU alone benefited from the funding.

Therefore, a joint venture company (IU) was incorporated, with the founding members being HWU and SE alone. IU is a company limited by guarantee and membership is available to any other Scottish HEI and other tightly defined potential members. This achieved SE's objective of funding a body which all Scottish Higher Educational Institutions could make use of, and generally fitted in with its objective of a smart, successful Scotland.

² See specifically clauses 1 (Definitions, 'Intellectual Property') and 2.2 (Ownership of Intellectual Property Rights) and also s11 of the Copyright, Designs and Patents Act 1988.

³ Articles 87 to 89 (formerly Articles 92 to 94) of the Treaty Establishing the European Community as amended by the Treaty of Amsterdam (OJ C340 10.11.97 p145). See also <http://www.stateaidscotland.gov.uk>

For its part, HWU was particularly concerned that it would not lose its valuable intellectual property rights in the content of the paper based BBA. Accordingly, a system of exclusive licensing was agreed as the appropriate business model. A number of HWU programmes are exclusively licensed to IU, allowing IU to develop, market, sell, deliver and otherwise exploit on-line degrees. The exclusive license is world-wide and irrevocable, and therefore the BBA can only be removed along with the whole of the agreement through use of the termination provisions within the agreements.

The Educational Programmes agreement states:

“4.1 Heriot-Watt University hereby grants to Interactive University an exclusive, worldwide licence to develop, market, sell, deliver and otherwise exploit Developed Programmes and Initial Programmes during the Exploitation Term for each of them and appoints Interactive University as its exclusive worldwide agent in respect of such exploitation, such appointment to include the right (but not the obligation) to carry out the following activities:

4.1.1 sales and marketing;

4.1.2 deployment and distribution; and

4.1.3 maintenance and development of Developed Programmes and Initial Programmes”

It is important to note that the degree is still a HWU degree and the content remains the copyright of HWU, except with regard to ‘functional’ or ‘web-enabling’ content which is clearly separable from the materials supplied by HWU.

In the case of the database rights⁴ in the developed materials, that is, the rights in the systematical and methodical arrangement of the electronically accessible educational materials, the view was taken that these rights belonged to HWU, solely because the materials supplied to the IU were in a definite and clear order, being the ideal order in which the course was to be taught. Had the educational materials been in another order students on the course would not have been able to easily complete the degree programme. The IU were not, and remain unable, to appropriately order educational content, just as they are unable to create original educational materials, as they are not an educational institution. Therefore as HWU chose the unique selection and arrangement of the materials, the database right was theirs, even though this point was not specifically addressed within the contractual arrangements, other than as part of the licence of ‘intellectual property rights’ within the educational materials. This fitted in with the chosen strategic approach, being that HWU retained ownership of all things ‘educational’, whilst the IU retained ownership of separable ‘functionality’.

Within HWU’s relationship with IU this distinction has sometimes caused practical issues to arise, in that IU have argued that they have some degree of rights over the final produced content. As regards the developed product as a whole, it is not deniable that

⁴ Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases (OJ L77 27.3.96) and the Copyright, Designs and Patents Act 1988 as amended by The Copyright and Rights in Databases Regulations 1997 (SI 1997 No. 3032).

they do have some degree of interest, but this interest lies solely in the computer code created to add separable functional elements to the supplied educational content, and also in those functional elements themselves, if they are capable of separate artistic representation. The functional items include the code enabling the web-based electronic supply of materials and assessment of student performance, where that assessment is carried out using novel software not based upon the HWU created Web4Test software supplied under the Platform Licence, and the code and artistic representations of items such as borders, buttons, introductory screenshots and such like. The original content supplied, in the form of literary and artistic works, is the property of HWU. The 'transformed' version of that educational content remains the property of HWU, as it is an adaptation of the original paper based works in an electronic format, and therefore is not an original work capable of a new and distinct copyright. IU own the copyright in those items they have added which are clearly separate and distinct ie the borders, buttons, etc, as they are original and capable of retaining their own distinct copyright. This distinction, because it is legally based and can appear slightly complex to anyone looking at the developed product as a whole, has, as mentioned, caused practical issues, but these have been overcome through a series of clear explanatory lectures to involved staff and meetings between HWU and the IU, at which legally qualified staff with expertise in intellectual property rights were present.

The potential reward for HWU under the BBA is the increasing marginal income available from worldwide sales. As the marketing of the course is undertaken by one company, the IU, there are savings through not having different marketing agents in different territories. The time-consuming tutorial support is carried out locally by the LLPs. This leaves HWU with an increased workload only from matriculating students, and in marking exams or validating that this has been done properly elsewhere where the marking of exams has been contracted out to suitably qualified third parties.

To gain this reward HWU had to accept that the IU would be entitled to a larger share of the sales income than a normal marketing agent. Typically, marketing and sales agents in the education sector receive around 15% of the income. The income is the tuition fee paid by students as they matriculate for each year of the BBA, or each module they sign up for. Under the Commercial Agreement between HWU and the IU the tuition fees are split between HWU and IU such that IU can obtain up to 60% of the fee. The split of income is as illustrated in the pie chart in the Annex. This split was based on a calculation of the cost per student incurred by each party for each responsibility, eg writing the course, recruitment and admission of students, tutoring, setting exams, marking exams, etc.

There is an unusual condition in the Educational Programmes Agreement (clause 11.3) which states that if IU ceases trading then HWU may change the licence from exclusive to non-exclusive. Normally, the condition would be that HWU could terminate the licence. The reason for this unusual condition is that SE wanted to ensure that any other body taking over the business of IU from its liquidators or receivers would have something to take over.

3. Development Process

It is trite to say that the creator of copyright material is the first owner of the copyright in the material unless statute decrees otherwise. Under the Copyright Designs and Patents Act 1988 Section 11(2) where an employee creates copyright material, the employer is the owner. Traditionally, universities have not sought to claim copyright in lecturers' notes (content), nor have they claimed ownership of journal articles and other publications. Standard employment contracts of academic personnel have not specifically covered the creation of course materials for new degrees, it being assumed that these are necessary for the job.

Therefore, to ensure clarity in its ownership of the IPR in created course content, HWU entered into contracts with the individual author of modules in the BBA. In these contracts, the IPR in content was specifically assigned to HWU (in actual fact, via HWU's commercial subsidiary Heriot-Watt Trading Limited) for the avoidance of any doubt in the future as to where the ownership lay. Having thus secured ownership of the content HWU was able to license the degree content to the IU and make various warranties under the EPA⁵, as these warranties were cascaded down to the author, along with appropriate indemnities⁶. Copies of the relevant sections of the Author's Contract are contained in the Appendix.

Where additional content was sought from non-employees, a similar contract was entered into containing an assignation of all IPR in the delivered content, whether literary or artistic, or both. In this way HWU could ensure that it was the lawful owner of the copyright in all of the course materials forming the BBA. An example of the template Contract for Service used for non-employees is contained in the Appendix.

The BBA was operating as an on-campus course, but like most courses needed regular updating. The process of updating continued as negotiations to incorporate the IU and obtain funding from SE dragged on. Within the Authors Contract, moral rights were asserted but not waived. Practically this meant that authorship had to be identified within the materials, and integrity of those materials had to be maintained. In the case where existing materials are updated this meant that all authors had to be identified. In the case of the right of integrity where works were adapted, even though there would clearly be 'treatment' if works were adapted⁷ in even a minor way⁸, the view was taken that this treatment was not 'derogatory', as it did not involve a distortion or mutilation of the work and was not prejudicial to the reputation of the original author⁹. Following this, due to

⁵ See clauses 6, 7 and 9 of the Educational Programmes Agreement contained in the Annex.

⁶ Appropriate warranties included covering originality, ability to dispose of rights and non-infringement. See clauses 2.5 and 2.6 of the Authors Contract contained in the Annex.

⁷ See the Copyright, Designs and Patents Act 1988 section 80(2)(a) which states "treatment" of a work means any addition to, deletion from or alteration to or adaptation of the work.

⁸ See *Noah v Shuba* [1991] FSR 14 where treatment was taken to include the addition of only 17 words.

⁹ See the Copyright, Designs and Patents Act 1988 section 80(2)(b) which states that the treatment of a work is derogatory if it amounts to distortion or mutilation of the work or is otherwise prejudicial to the honour or reputation of the author or director.

revisions of the University Policy on Intellectual Property, Commercialisation and Confidential Information, the view has been taken that where the development of new materials is undertaken as part of the normal employment duties of academics, moral rights of paternity and integrity do not generally apply¹⁰.

A risk was identified in the form of possible plagiarism by the authors of the course material and the consequent infringement of third party intellectual property rights. This risk was deemed to be higher with regard to materials which were to be used externally, such as those licensed to the IU, as opposed to those to be used internally, as the risk of discovery by the plagiarised author and the consequent damages would be higher with regard to externally utilised material. Therefore, authors were educated as to the meaning of and content of copyright laws, warranties from authors that the material they created was their own were sought, and insurance cover against this possible risk was arranged. Reference is also made to the JISC plagiarism detection service¹¹ which, had it been in place at the beginning of the establishment of the IU project, would have presented an ideal method for risk minimisation. Currently this service is undergoing trials within two Schools at HWU regarding students' dissertations, and pending its success, examination of its use within the context of an e-learning environment may be undertaken.

Eventually, the course content was licensed to the IU for the purpose of transforming the material into an on-line programme.

The Educational Programmes Agreement, which contained the licence of the academic content from HWU to the IU, contains warranties¹² that the BBA content does not infringe any third party intellectual property rights.

It was of crucial importance to HWU that all academic matters remained under their control, since the issue of academic quality is of paramount importance to the University. IU was permitted under the licence to adapt the course so that it could be delivered on-line throughout the world. There was therefore a key division in responsibilities between HWU's responsibility for the academic content of the final on-line programme and IU's responsibility for the technical transformation of the course and any additional on-line matters that could add value to the materials. Examples of this are simulations of supply and demand curves, elasticity, etc. and particularly on-line assessment engines. The latter enable students to test themselves after studying a particular piece of work. The assessments add value to the learning process by analysing where a student went wrong (if the answer is incorrect) and directing the student back to the relevant part of the course.

¹⁰ See the Copyright, Designs and Patents Act 1988 sections 79 and 82 which state, respectively "The right does not apply to anything done by or with the authority of the copyright owner where copyright in the work originally vested... in the author's employer by virtue of section 11(2) (works produced in course of employment)" and "This section applies to...works in which copyright originally vested in the author's employer by virtue of section 11(2) (works produced in course of employment)...The right conferred...(right to object to derogatory treatment of work) does not apply to anything done in relation to such a work..."

¹¹ See http://online.northumbria.ac.uk/faculties/art/information_studies/Imri/JISCPAS/site/detect.asp.

¹² See clause 6 of the Educational Programmes Agreement contained in the Annex.

Where the educational content of the BBA requires updating, eg taxation courses following each budget and Finance Act, this is carried out by HWU employees and HWU retains ownership of the intellectual property rights in the updated content. The recording of authorship of such original and updated content has only been maintained manually so far by HWU. As yet, IU has not had to translate the BBA for use in a foreign language market.

Additional matters that are unique to the on-line course are owned by the IU, as they developed such matters. Since they relate purely to the on-line course they are of no relevance to the paper based course that is still taught on campus at HWU.

Furthermore, some of the on-line matters are not unique to a particular course. Examples of this are the borders and layout of the content as it appears on screen. The IU are keen that these are consistent across a range of programmes marketed by it, not just HWU courses, but those licensed from other universities too, for example, the Robert Gordon's Knowledge Management Programme. It is, therefore, appropriate that the IU owns the IPR in such cross-programme technical matters. Such ownership was established through use of the following clause:

“3.5 Interactive University shall assign to Heriot-Watt University the Developed Programmes but such assignation shall not include any Intellectual Property Rights developed by or on behalf of Interactive University which is capable if being applied to any other work or capable of being used for any other purposes by Interactive University”¹³

LLPs have not, yet, given any feedback on the content of the degree programme materials. However, suggestions made by LLPs would be considered, and learning materials adapted where appropriate. If an LLP wished to revise a course, then such revision, as it is not permitted under the terms of the existing LLP Agreement, would be arranged on substantially similar terms to those used in engaging other third party service suppliers. It must be considered, though, that one of the drivers for LLPs, to engage in a relationship such as that with the IU, is to engender a decrease in their own costs. Review of provided material would not be an efficient use of their resources, especially so when that material is accepted as being of a certain level of quality.

For ease of reference, a Gantt Chart of the development process timeline is contained in the Appendix.

¹³ Clause 3.5 of the Educational Programmes Agreement.

4. Permitted Uses and Constraints

Under the standard terms of the LLP Agreement, the Local Learning Partners situated in another country are not entitled to amend the content of the BBA. Therefore possible LLP ownership rights in materials should never be an issue. The LLPs are initially considered and recommended by the IU, but HWU has the final say in whether or not they are appointed. HWU therefore has the right to control the territorial extent of the degree programmes offered its behalf. The LLP Agreement has a clause which states that:

“the IPRs in the Programmes, the IU Logo and the Website and all related documentation belong to IU or the Awarding Body (HWU). Nothing in this Agreement transfers, or purports to transfer any right, title or interest in or to the Programmes or any related documentation other than as specifically provided for in this Agreement.”¹⁴

The purpose of the LLP is to provide tutorial support to undergraduate students. The theory behind this *modus operandi* is that undergraduates require more than just access to on-line materials, because undergraduate students are unlikely to have the maturity and experience of postgraduates, eg students on the distance learning MBA. The latter are able to proceed through a complete distance learning course with little or no tutorial support and enjoy the benefits of a self-paced learning environment under the EBS distance learning MBA.

LLPs only provide tutorial support in addition to the on-line materials. Their employees and tutors do not deliver lectures on the BBA so again there is no reason or justification for them to own any IPR in the course materials.

The IU are not permitted to use the materials licensed to them outwith the degree programme for which they are licensed. This ensures that, although the licence to IU for any particular degree programme is exclusive, HWU retains the possibility of exploiting other degree programmes in other ways, including those not implemented through the IU, for example by distance learning rather than by distributed learning.

Once the IU has transformed the original materials provided by HWU into materials capable of use in an e-learning environment (so called “developed materials”), any intellectual property ownership interest that the IU have in these developed materials is assigned back to HWU, save for those items which are clearly capable of separation from the developed materials and useable elsewhere. It is useful also to mention that the type of original materials supplied can influence the practical necessity for the clause described below. Within other degree programmes developed through the IU (for example, the SCHOLAR programme¹⁵), HWU’s original materials have not all been

¹⁴ Clause 7.1 of the LLP Agreement.

¹⁵ See <http://scholar.hw.ac.uk/> and <http://www.interactiveuniversity.net/scholarindia/index.html>. Note that this programme has been implemented within Scotland by HWU without the assistance of the IU. Therefore a significant level of material development took place in house at HWU, enabling the licensing of ready for use e-learning materials to the IU, for use outwith Scotland. In this case, generally the IU had

paper based – some have included e-learning ready animations for example. In this situation, as the IU have only had to add a small element of functionality and branding, ownership rights are very clear. This is implemented through use of the aforementioned clause¹⁶.

This ensures that HWU retains full ownership rights in all educational materials, whatever format they are in. As the IU only retains ownership in those items which are separable, this ensures HWU's materials can be quickly and easily separated from the functionality that the IU adds. Furthermore, as the IU are not an educational institution, it is impossible for them to create any separable educational content. Therefore HWU interests in all educational materials are fully and clearly delineated.

In the technological sphere this is implemented by the IU through their use of a functional template which can be applied to or removed from any piece of educational content quickly and easily.

only to add their functionality and branding templates. Also note that even though the level of pre-development was significant, the income structure with regard to the IU remained the same as in other less pre-developed programmes.

¹⁶ See page 9 and clause 3.5 of the Educational Programmes Agreement.

5. Analysis

A) Licences, Agreements and Contracts

The key documents in the BBA regarding the management of IPRs are the Educational Programmes Agreement between HWU and IU and the LLP standard form of contract between the IU and various LLPs.

The IU are granted the exclusive right and licence to “use, modify, reproduce, adapt and enhance” the degree programme materials.

Furthermore, the IU are exclusively entitled to “develop, market, sell, deliver and otherwise exploit” the supplied degree programmes, specifically including the rights to carry out “sales and marketing”, “deployment and distribution” and “maintenance and development” activities with regard thereto¹⁷.

The question arises as to whether the standard form of documents used at incorporation of the IU is hindering the increase in membership of the IU. Since incorporation in September 2002, HWU was allowed a one-year free period as the sole academic member of the IU in exchange for its investment in the IU. No other institutions were allowed to join in the first year. The theory behind this was that the IU would concentrate on the exploitation of only HWU degrees, including the BBA, in the first year of its existence. Membership has been available since September 2003. Robert Gordons University has since joined the IU to implement an e-learning programme based on their Knowledge Management degree. The Universities of Stirling and Strathclyde have expressed considerable interest and may yet join as members of the IU.

At least one other University has stated that it has not joined due to having to sign up to previously agreed standard forms. There is evidence to suggest that some potential members are concerned about leakage of the IP in their course content to competitors in the Scottish HE sector; others are concerned that the licence is exclusive.. Copies of the relevant IP clauses in the EPA are included in the Appendix. In fact, HWU believes that it has not greatly benefited from being the sole academic member in the first year of the IU’s existence, partly because the IU were staffing up in year one and didn’t appoint Sales and Marketing personnel for some time, and partly because in the absence of other members joining, the IU’s overheads were charged solely against HWU.

Another problem which arose concerned LLPs, who would indicate that they expected student numbers to be sufficiently high in order to make their appointment worthwhile, but then HWU would find that the number of students matriculating on the course was low. Occasionally, numbers were so low that the whole arrangement with the LLP became uneconomic. This problem has been

¹⁷ Clause 4.1 of the Educational Programmes Agreement.

resolved by having HWU and the IU agreeing a minimum number of students required from a proposed LLP before it is approved. IU now have a clause in the standard form of LLP Agreement stating that normally for the Programme to be viable and to commence there must be a minimum of [n] students¹⁸.

B) Jurisdiction

Protection of IP in the course materials is only through assertion of copyright in copyright statements, and through contractual provisions covering ownership and rights of use, backed up by warranty and indemnity clauses covering misuse.

Copyright is the correct legal way of protecting a literary work. Fortunately, copyright laws are generally similar throughout most of the world due to the harmonising effects of a number of treaties and conventions¹⁹, which have set basic regulations for copyright protection amongst their signatories.

It is important to mention, though, that fair use rights differ throughout the world, sometimes substantially. Although no issues have arisen so far, HWU plan to deal with issues which arise from rights of fair use on a case by case basis, with reference to the particular jurisdiction in question. Of note here are the US Teach Act²⁰ and related case law²¹, the fair dealing provisions in UK²² law, and various similar European rights²³. It is also important to note that generally the onus falls upon the infringer to prove that these defences apply, and therefore it is not something HWU or the IU have to deal with in advance to any great degree.

Few attempts have been made to check whether or not the LLPs have breached the terms of the LLP Agreement, or acted outwith rights of fair use, by misusing the content, and especially by making infringing copies. The suitability of LLPs is checked, as mentioned previously, using a due diligence process involving a questionnaire and a suitability visit from a member of the IU or HWU.

Once materials are supplied to the LLP, aside from the contractual arrangements, trust is a huge part of the relationship. HWU's trust in this relationship is, however, underwritten through a combination of having no reported incidents of copyright theft and the IU having had to take no action relating to any breach of

¹⁸ See LLP Agreement clauses 2.3, 7.1.1 and 7.4.1 and Schedule 1 clause 4.

¹⁹ Chiefly, the Berne Convention (1886-1971), the Rome Convention (1961), the Trade related Aspects of Intellectual Property section of the World Trade Agreement (TRIPS) signed in Marakesh (April 1994), and the WIPO Copyright Treaty (1996).

²⁰ The Teach Act is contained within Subtitle C of Title III of H.R. 2215 signed on November 3rd 2002.

²¹ Of note is the case *Madey v Duke University* 307 F3d 1351 (Fed Cir 2002) which, although related to intellectual property in the form of a patent, demonstrates that use by a university for education is commercial.

²² See Chapter III of the Copyright, Designs and Patents Act 1988 as amended, in particular section 29(1) which deals with non-commercial use for research or private study.

²³ See Xalabarder, Raquel (2004) "Copyright exceptions for teaching purposes in Europe" IN:3UOC (Working Paper Series: WP04-004) at <http://www.uoc.edu/in3/dt/eng/20418> for an interesting discussion concerning these rights.

the IP provisions of the LLP contract and elements of security in knowing that the real value for the student lies in having a degree from a western university like HWU rather than access to HWU's materials.

The level of detail required by HWU and the IU is shown in the questionnaire contained in the Annex which forms part of the due diligence process.

Also, the LLP Agreement has a clause which states:

*“the LLP shall indemnify and keep IU and the Awarding Body (HWU) fully and effectively indemnified from and against any cost, claim, expense or other liability as a result of any act or omission of the LLP not in accordance with this Agreement.”*²⁴

The “act or omission” would include copying the course materials outwith the terms of the Agreement or relevant fair use rights.

It is also possible to arrange insurance against the risk of intellectual property rights infringement. However, this is very costly, and problems lie in effectively quantifying levels of loss in cases where rights have been infringed. Within HWU it is thought that the cost of such insurance outweighs its potential benefits. Furthermore, as the copyright works in question are academic teaching texts, containing known information, the levels of originality are not high (when compared to original musical or artistic works, for example), meaning that it would be reasonably easy for a potential infringer to write their own original texts instead, especially when using the plethora of freely available information on the internet²⁵. This factor has also influenced our approach at HWU, as it acts to minimise the potential for our original copyright works to be stolen.

In the template LLP Agreement it is stated that the contract is governed by Scots Law and the parties submit to the jurisdiction of the Scottish Courts. In many cases this is accepted by the LLP as the IU is able to successfully argue that each student is signing up to matriculate at a Scottish university.

The student will naturally be subject to the ordinances and regulations of the relevant Scottish university therefore it can only be appropriate for the LLP Agreement to be governed by Scots Law. However, LLPs in some countries can find this difficult to accept, Scots Law not being particularly well-known worldwide. In some cases, a balance has been found so that certain provisions of the LLP Agreement relating to academic matters are governed by Scots Law, and other provisions to do with the collection and payment of tuition fees from

²⁴ See clause 10.2 of the LLP Agreement.

²⁵ The Level of such freely available information will undoubtedly increase as time goes on, especially so when the Google project to digitise and provide (possibly free) access to the libraries of Harvard, Oxford, Michigan and Stanford Universities, and New York Public Library comes online. For more information see <http://www.nytimes.com/2004/12/14/technology/14google.html>.

students which occurs on site is governed by the law of the state where the LLP is situated. The main concern in these cases has been to ensure HWU has insurance to cover the costs of raising any actions in these foreign jurisdictions. Generally this is the case but it is important to note that cover has to be separately arranged on a case by case basis where the US is concerned, due to the intricacies and peculiarities of US law and also the propensity of US organisations to seek redress through the courts, and the possibility of punitive damages.

C) Enforcement

The main method of dealing with any infringement of HWU's or the IU's legal rights is through use of the termination provisions in the LLP Agreement. This can, however, be seen as a draconian provision, which may not be in the best interests of HWU as it tries to increase its student numbers. Situations have arisen where negotiations have taken place to reach an accommodation before the final and irrevocable notice of termination is delivered. In some contracts, an escalation of dispute resolution is included so that any dispute is referred first to the Heads of School/Faculty or equivalent, and then to the Principals of the University or equivalent, before recourse to court action.

Generally, HWU has not adopted any clause for mediation or other forms of alternative dispute resolution. Partly this is because of unfamiliarity with the process and partly because of the uncertainty of the outcome which is an inherent feature of such processes.

An illustration of the practical difficulties in enforcing intellectual property rights in a foreign jurisdiction can be gained by reference to a situation which developed involving the misuse of HWU's trade name in a foreign jurisdiction. In early 2003 it was brought to our attention that there was a company trading in Australia under the name of Heriot-Watt Engineering Limited, offering engineering consultancy services very similar to those that were offered by the University itself. Heriot-Watt University is a registered trademark in the UK, but not in Australia. HWU considered this activity to be one of 'passing off'²⁶, in that the company was passing itself off as having a link to HWU when it did not. Difficulties therefore arose with regard to enforcing this 'negative' right²⁷ in a foreign jurisdiction. A choice had to be made between raising court action abroad or attempting resolution through 'cease and desist' correspondence with the infringer. Due to the costs inherent in foreign legal action, it was decided to pursue the latter option. However, the company in question ceased trading soon thereafter, resolving the situation to our advantage. Had this not happened then it would be difficult to see how we could have effectively dealt with an infringer with whom we had no pre-existing contractual relationship.

²⁶ Rights against passing off exist in a similar fashion on both UK and Australian jurisdictions, as described in *Reckitt & Colman Ltd v Borden Inc* (1990) 17 IPR 1 and *Conagra Inc. v McCain Foods (Aust) Pty Ltd* (1992) 23 IPR 193.

²⁷ Negative rights, such as those which attach to a patent, are those rights which are used to prevent others from doing something.

In the case of policing infringement of electronically based copyright materials, it is also possible to ensure ease of demonstration of infringement in the form of copying computer code by including 'dummy' lines of code in the material to be publicly exploited. By demonstrating that these dummy lines also occur in copyright works, which are thought to be infringing copies (and not independently developed copyright works), the burden of proof of copying is easily satisfied. To this date, however, this technique is yet to be employed with regard to materials developed by HWU, as the risk of infringement, for the reasons outlined above, is thought to be low.

In the case where copies of HWU materials were to be found on another website, HWU would consider the use of a 'take down' notice²⁸ served upon that website's ISP. To date, though, HWU or the IU are unaware of any such infringement. Research, however, has indicated a reasonable level of success where take down notices have been issued to ISPs²⁹. Even though those take down notices may have been fraudulently or incorrectly issued, ISPs are clearly compliant where issues of their liability are at stake.

Currently, JISC plagiarism detection software³⁰ is being trialled within two Schools at HWU in the field of on campus student mandatory submitted coursework. However, currently there are no plans to extend the use of this to the field of online e-learning materials, although due to its capacity to scan material against over 4.5 billion URLs, this degree of policing against infringement of intellectual property rights would be useful.

Furthermore, a degree of security is also provided through various technical measures. These include password protecting access to the online version of the materials, and a degree of embedding of elements of the materials, therefore necessitating an element of decompiling (and therefore computer literacy) should someone wish to reuse part of the materials separately.

D) Geographical Considerations

The most significant barrier to further exploitation of the BBA is the language difficulty. The cost of translating a complete programme to another language is extremely high, especially when checks have to be made on the accuracy of the translation. There then follows the difficulty of setting examinations and marking them in that foreign language, and also of ensuring that standards, in particular the level of difficulty, is comparable between the campus based degree and the on-line degree.

²⁸ Directive 2000/31/EC 8th June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) (OJ L 178/2 17.7.2000), implemented by The Electronic Commerce (EC Directive) Regulations 2002 (SI 2002 No.2013)

²⁹ See "The Multatuli Project: ISP Notice and takedown", Sjoera Nas, SANE, 1st October 2004 at <http://www.bof.nl/docs/researchpaperSANE.pdf>.

³⁰ See http://online.northumbria.ac.uk/faculties/art/information_studies/Imri/JISCPAS/site/detect.asp.

One method of surmounting this is to enter into contracts with foreign publishers in the country where the programme is to be marketed. This has been done in the MBA, where EBS has contracted with major Arabic publishers to translate the MBA into Arabic and market it in Arabic countries. The downside for this is that the share of the tuition fee taken by the publisher is greater than normal, as this is used to pay for the translation costs. The advantage for HWU and EBS in that method of paying for the translation is that there are no up-front costs. Advantages also lie in having a locally based publisher involved who is much more attuned to local enforcement of intellectual property right and the policing of infringement. So far the IU has not had to translate the BBA degree.

E) Risk

In short, the major risk to HWU is that of an LLP copying the course content then using it, particularly after the termination of the Agreement, as explained above.

Other risks in the project include complying with local laws and customs, for example, some countries require a company to be set up in the country, eg Australia. The reason appears to be that the Australian government wants to have some person in the country with capital or insurance should there be any liability or claim established against the University. Obviously, this incurs both an up-front cost in incorporating a subsidiary company, and the recurring costs of complying with the legal and financial requirements of the Companies Acts in the country, for example, preparing and auditing annual accounts.

There is concern about the leakage of intellectual property in the form of course content to other educational suppliers, particularly those in Scotland. This is not a statement of inadequacy of the intellectual property provisions in the contractual framework, but rather a reiteration of concerns surrounding the difficulties of identifying copying of factually based material. There is also of a lack of desire to seek legal redress against fellow universities, leading to a detrimental effect upon relationships. These concerns seem to support the argument that it is best to avoid a disagreement through not becoming involved at all. HWU, however, take the view that a certain degree of inter-academic cross-fertilisation of ideas is inevitable and beneficial, and that the risks associated with this are far outweighed by the organisational benefits of seeking electronic exploitation of learning resources. It would be a question for another study, but a national repository of teaching materials contributed to and drawn on by all educational institutions would certainly act to reduce institutional concerns in this area.

A general risk assessment of the project has provided the following:

Two types of risk exist, being strategic and operational. Strategic risk relate to those risks which are inherent within the chosen organisational structure for the project. Operational risks are those risks which arise during the implementation of the project.

HYPOTHETICAL RISK DESCRIPTION	STATUS	BURDEN	RISK IMPACT	RISK PROBABILITY	PROXIMITY	EVALUATION	RESPONSE
Formation of new company with no track record to administer project	Strategic	HWU	Danger in using untried and untested method for development and exploitation of learning materials.	Risk is low as there is no commonly accepted ideal way to work in this area, as this is universally a new field for exploitation.	Prior to successful project implementation.	No response therefore necessary	None
Use of exclusive licencee	Strategic	HWU	Inability to attempt other methods of exploitation; danger in concentrating on only one channel of exploitation.	Reasonable, as there is no tried and tested method of exploitation in this field	Prior to successful project implementation.	Some sort of response is necessary in order to speard risk.	Courses licensed to IU on an individual basis enabling the exploitation of subsequent courses in other ways. Also, licensing to IU practically (although not contractually) territorial in nature – only outside Scotland – enabling other methods of exploitation to be implemented locally. This is seen as a sufficient balance.
Insolvency and bankruptcy of IU	Strategic	HWU	Loss of exploitation mechanism. Loss of 'developed' materials.	Low, as IU is partially owned and funded by Scottish Enterprise	Anytime before or during project implementation.	Response necessary – very important to retain ownership and use rights relating to learning materials, as they form the core assets of HWU. Survival prospects of IU would be increased by more HEIs joining.	Assignment of IU interest in developed materials, if not separable from original materials. IU retain ownership of 'separable' elements of developed materials, but this is not thought to be a significant risk, as the content of such can only practically be items such as buttons and borders. IU formed as Company limited by guarantee. IU pushing other HEIs to become members.
Sale of IU	Operational	HWU	Detrimental change to project workings.	Very low.	During project implementation	Resonse necessary to ensure security	No assignation clauses inserted in contracts. IU a company limited by guarantee.
Author 'turnover'	Operational	HWU	Difficulties in updating content, particularly respect for the moral rights of paternity and integrity	Reasonable considering academic attitudes to copyright in their work	Prior to and during project implementation	Response necessary	Copyright in work assigned. Assignment includes no assertion of paternity, and also derogation from right of integrity. Authors advised of HWU's right to adapt, update and develop work.

Theft of created copyright materials by Local Learning Partners	Operational	HWU/IU	LLPs could take materials and provide the courses, cutting our income stream.	Reasonable as they are being supplied with materials	During project implementation	Response necessary	No ownership or right to use alone passed under contract. Local publishers used to give local policing and enforcement of copyright rules.
Theft of created copyright material by students	Operational	HWU/IU/LLPs	Students could copy materials themselves	High, as students tend to do so in carrying out their work.	During project implementation.	No response necessary, as unclear what element of loss to IU or HWU is involved. Also students hold some rights to copy for studying, depending on copyright rules in local jurisdictions (eg fair use in US, private study rights in UK.	None
Theft of copyright material by third parties	Operational	HWU/IU/LLPs	Third parties could access materials through, for example, employees attending courses. Risk that materials then used on an 'in-house' basis.	Low, as it is considered that what users really pay for is a degree from HWU and tutorial support, neither of which will be available from third parties.	During Project implementation.	Due to difficulties in discovering misuse, only a limited and low risk, only a low level response is necessary.	Policing and enforcement of copyright by LLPs and local publishers.
'Failure to educate' liability and QAA issues	Operational	Firstly LLPs then IU.	Students could sue education providers for low quality education.	Low	During project implementation.	Low risk because of confidence in quality of materials and due diligence regarding Local Learning Partners	Review of developed materials by HWU ensures they are 'fit for purpose'. HW also protected through use of indemnity clause in arrangements with IU. Insurance also provides back up cover.
Copyright Infringement by authors in creating original materials	Operational	HWU risk	Authors could plagiarise material	Low	Prior to project implementation but discovered during.	Unlikely, as not a common problem with paper based teaching materials. Risks increase when using material externally due to the greater chance of discovery.	Authors warranties, personal liability, education of authors on intellectual property law, possible future use of JISC plagiarism detection service.

Rights infringement in creating platforms for content delivery	Operational	Chiefly IU, but also HWU to a degree	IU and HWU could infringe copyright in developing platforms	Low	Prior to project implementation	Likelihood of discovery very low, if any copyright is actually infringed.	Authors warranties, personal liability, contractual cross indemnities.
Not following Procedures established for risk management	Operational	All parties	Avoidable foreseen events could take place	Reasonable	Prior to and during project implementation	Unavoidable, but steps should be taken to minimise	Education of those working on project as to procedures in place, policing of procedure adherence. Risk management in place.

6. Additional Findings

Other problems which have arisen in international HWU Programmes but which are not specifically related to IPRs include:

A) Anti-Competitive and Protectionist Measures

EBS sought to deliver the MBA in South Africa by distance learning direct to students. The South African government legislated to make things overwhelmingly difficult and expensive for foreign suppliers of education. An example of this was the requirement for the supplying university to open a branch in the country or incorporate a subsidiary company in the country with a South African resident as a shareholder, director or other responsible officer of the company.

B) Impact of Foreign Laws

HWU's Institute of Petroleum Engineering delivers a MSc in Petroleum Engineering in conjunction with various Approved Support Centres in countries abroad. A major support centre is Tomsk Polytechnic University in Tomsk, Siberia. HWU has entered into various contracts with Tomsk Polytechnic University for the delivery of the MSc in Tomsk and also with Yukos Oil Company for research in subjects related to Petroleum Engineering. In each case the contracts clearly state that invoices are due for payment within 30 days of issue, however this never happens. Despite there being no contractual provision for them, the Russian entities refuse to pay the invoices until HWU signs an "Act of Acceptance" in both Russian and English. This was never raised in the negotiations of the relevant contracts but the Russians claim that it is a matter of law that they cannot pay without first receiving the signed Act of Acceptance. Recently, Russian government windfall taxation of Yukos Oil Company has also caused payment difficulties.

7. Conclusions

A) Key Challenges

Interpretation of Framework Agreements

Differences have arisen as to the interpretation of agreements negotiated and implemented concerning the use of copyright works. Often these differences of interpretation should properly be reclassified as misinterpretations of these agreements by those (non-legally qualified) staff entrusted with the management of e-learning projects within both the University and the exploiting entity. This point has significance for all institutions involved in e-learning projects, as in most cases academic programmes will be led by academic or academic and administrative staff, and not those who had been entrusted with the legal negotiation of agreements (especially so where outside legal assistance has been employed as in the case of the agreements put in place between HWU and the IU³¹), causing delays and unnecessary extra workload and disagreement.

Problems in this area can be avoided by ensuring the project leaders on both sides of the arrangement have a clear and unambiguous understanding of how intellectual property is practically and legally dealt with under the implemented agreements.

Further Negotiations

A lack of clarity as to how intellectual property is dealt with under the framework agreements leads to further discussion surrounding these framework agreements, and tends to keep the possibility of renegotiating these framework agreements open, as renegotiating agreements can often be seen as a practical solution to differing interpretations. This lack of certainty within contractual frameworks makes forward planning and budgeting difficult, and wastes undue time and energy on sorting out problems when such resources could instead be spent on developing the project. Therefore, institutions involved in this area can waste valuable human resources when the interpretation of the agreed framework is unclear, and consequently not receive the maximum benefit possible from their generated materials.

This can be avoided, as described above, through ensuring that a clear practical understanding of the legal principles of intellectual property law and their practical implementation is embedded within the minds of those staff entrusted with the management of the project. Training and advice to the programme managers from those involved in the negotiation of the agreements is important.

³¹ The Platform Licence, the Educational Programmes Agreement and the style Commercial Agreement were drawn up by Scottish Enterprise's legal representatives, Shepherd and Wedderburn.

Locating and Approving LLPs

Locating LLPs that can be trusted to bring in sufficient numbers of students to make a certain programme worthwhile can sometimes be a problem, and often it is only with the benefit of hindsight that the quality of a LLP can be properly assessed. Also, avoiding LLPs which may make projections of student numbers beyond their capacity is often difficult, mainly due to a lack of local knowledge. These issues are important to all institutions involved in the e-learning sector, as LLPs are the crucial direct link to potential customers. They are, in effect, both the local marketing and 'retail' elements in the chain, and any problems they have in creating demand or effectively dealing with supply directly affect the income generated under any programme.

In practical terms, the possibility of these issues arising can be minimised through effective diligence. Where translation of educational materials is required, the use of local publishing entities (with their local knowledge and management skills) can reduce potential problems due to selection of inappropriate LLPs.

Incentivising Staff

One point of view suggests that academic staff are paid to teach and to develop teaching materials, and therefore are not due any extra benefits from being required to develop e-learning materials.

Another school of thought suggests that academic employment involves imparting knowledge to students by lectures, but not the development of e-learning materials.

These situations have become somewhat muddled due to the wording of individual employment contracts which can change over time, internal policy documents which are churned out by HR departments, and prior case law on the subject which may no longer be relevant due to changed circumstances in the sector.

However, common to both these areas is the concern over the level of expectation that staff have of being further remunerated for what is, in effect, extra work.

It is important for institutions working in the e-learning space that issues which arise from these expectations are dealt with in a clear, unambiguous and satisfactory manner from the outset. It is also important that fairness in benefit is seen to prevail, especially where other academic staff are being remunerated for their involvement in inventive and commercial research work.

A comparison between the rewards available to authors with those available to inventors at HWU is contained in the Annex.

In our experience with regard to this area we have found that it is crucial to ensure, firstly, that some benefit is offered to those who create e-learning materials, as they will be undertaking additional work. To take the position that such work is already

remunerated as part of their existing duties under their employment contract is a major disincentive, especially when it is considered that under HWU's policies, authors retain their rights in other copyright materials such as journal articles, and permission to use teaching materials in textbooks is readily available (so long as the book does not compete directly with a HWU course). Secondly, it is important to ensure clarity from the outset as to what benefits are to be offered for the creation of such materials, as this gives academic staff a choice as to what resource, if any, to invest in the creation of such materials. Thirdly, we have discovered that benefits for the creation of e-learning materials need not be completely comparable to those on offer for inventions. This is because staff see the creation of inventions and the creation of copyright materials as two separate and distinct items, rewarded in two separate and distinct ways. In many cases, staff have the option to pursue both the creation of inventions and e-learning materials.

B) Options/Solutions/Advice

In some HWU programmes it became apparent that the programme managers had not been advised what had been agreed with regard to IPRs, or that some managers did not understand how the agreements applied to their programme.

It is crucial that this clear and unambiguous understanding exists from the outset, as without it, problems arising from the interpretation of agreements are frequent and consume excessive levels of human resources which could be utilised more beneficially elsewhere.

Processes of education, through the attendance of project managers at appropriate courses, and the provision of internal seminars by legal staff, and one to one instruction has successfully dealt with problems within HWU in this area.

Furthermore, as only a small number of staff have been entrusted with project management within HWU, their continuity of service and movement onto new programmes ensures that this knowledge of how intellectual property is managed is applied to new areas of work, and further problems are minimised.

Within HWU problems have arisen due to a lack of clarity as to the level of benefits available to employees involved with the creation of e-learning materials. It is our experience that it is crucial to ensure that some benefit is on offer where employees will be undertaking additional work. Furthermore, it is important to ensure clarity from the outset as to what these benefits actually are. We have also discovered that these benefits need not be completely comparable to those on offer for the creation of inventive and commercial research work.

In the case of the creation of materials it is also useful to mention that a clear audit trail should be kept of who created the course materials, and of their transfer of ownership of copyright to the University. This is of particular relevance when

materials are revised, as a revision is an adaptation of a copyright work, and the right to adapt a literary work is one of the rights restricted under copyright.

Without clear records of ownership, exploiting the result puts the University in a precarious position, especially if authors have changed employment since the creation of their materials. Clear records of ownership would be especially important in cases where the University seeks to protect its rights in materials through infringement proceedings, although HWU has yet to undertake such an action.

It is recommended that records management be examined to ensure these points are being effectively fulfilled.

C) Further Work

This sector, and HWU, would benefit from an examination as to the best method of ensuring a cheap, easy and practical way to police and protect against intellectual property infringement within foreign legal jurisdictions, especially those which are further afield (such as the Far East). So far we have identified the selection of a local publishing entity as an appropriate mechanism, particularly where the course materials require translation.

Further, an investigation into the viability of, and the ideal structure for, a repository of academic teaching materials, and how this could alleviate institutional concerns surrounding the theft of teaching materials would be welcome, as it could point to a way forward for the education sector as a whole.

9. Appendix

A) Licences, Contracts, Agreements, etc

1. Author's Contract	Standard form of contract between HWU's commercial subsidiary and authors of modules.
2. Members Agreement	Joint venture agreement between HWU and Scottish Enterprise concerning the formation of the IU
3. Platform Licence	Exclusive licence from HWU to the IU concerning novel assessment software.
4. Educational Programmes Agreement	Exclusive license from HWU to IU of various programmes, including the BA Management degree.
5. Commercial Agreement	Contract between HWU and IU containing further details of the commercial relationship between the parties.
6. LLP Agreement	Standard form of contract between IU and a Local Learning Partner in another country.
7. Approved Support Centre agreement	Agreement which formed the basis for the due diligence questionnaire utilised in assessing suitability of Local Learning Partner. The questionnaire itself is substantially similar.

B) Reports

1. The University Policy on Intellectual Property, Confidential Information and Commercialisation	Internal HWU policy document
2. Income Split	Pie chart illustrating the breakdown of income received from students undertaking the BA Management Programme.
3. GANNT Chart	GANNT chart indicating development of project from conception to implementation.
4. Local Learning Partners	Selection of Local Learning Partners involved with the IU