



The European Materials Modelling Council

Ownership of training materials, IP of training and translation

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Content

- Intellectual Property
- Translators
 - Employees of a company
 - Self-employed
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Intellectual Property

The World Intellectual Property Organisation (WIPO) states: Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.

<https://www.wipo.int/about-ip/en/>

“Intellectual property is something unique that you physically create. An idea alone is not intellectual property. For example, an idea for a book doesn’t count, but the words you’ve written do.”

<https://www.gov.uk/intellectual-property-an-overview>



Intellectual Property

- Training and translation are services; services are not patentable. (note: business models in the US, but a very tricky process – Process Patent)
- Both could contribute to the creation of patentable materials
- Written Materials are someone's I.P.



Translators can be ...



**Employees of a
Company**



Self-Employed



**University
Employees**

This will influence, if they can own IP, translation and training materials



Translators must ...

- ...have work permits in countries they physically work in (if they earn money by doing translation) – may be different for companies vs self-employed
- ... check the (employment, IP) laws of the country they do work in
- ... know that not knowing the law does not mean one does not have to obey it.
- ... read their contracts carefully.
- ... check IP of materials they want to work with



Employees of a Company

- Usually an **employer will own the IP created** by its employees in the course of their employment - in the course of the **employee's duties**.
- Any other invention or IP made by an employee that is **not** otherwise covered by a **contractual obligation**, shall **belong to the employee**.
(note: employee will have to prove this)



Employees of a Company

- **Employers** will most likely state in **contract** what should happen to IP
 - Who owns it
 - A special reward for the inventor
- **Translation** and **trainings material** will be owned by the **company** if they were created in the course of the **employee's duties**.



Employees of a Company: Materials

- Translation and Trainings materials belong to the employee, if ...
 - ... they were written in their **spare time**, i.e. out of work hours
 - ... they were written **NOT on their company's** computers or any such **devices**
 - ... they were **NOT** written on the **company's premises**
 - ... are **NOT** directly **related** to the employee's **work**.
- Employers may ban “moonlighting”!



Self-employed

- “If you’re **self-employed, you usually own the intellectual property** even if your work was commissioned by someone else - unless your contract with them gives them the rights.”
- “You usually won’t own the intellectual property for something you created as part of your work while you were employed (contracted) by someone else.”

<https://www.gov.uk/intellectual-property-an-overview>



Self-employed

- **Customers will provide/demand a contract** and contents may be:
 - Remuneration, Timeframes, trade secrets
 - Statement of Work (SoW), project scope
 - Appropriate indemnities
 - Services and deliverables with a statement: I.P. in the deliverables and the services will transfer to the company immediately upon creation
 - All materials created during the consultancy have to be handed over and destroyed at the consultant's premises and from their devices



Self-employed: Materials

- If they were written prior to an assignment from scratch, on their private computer doing their own background research using their own know-how – the materials belong to the self-employed translator
 - If the translator uses this materials for a customer state, that material will be provided and what the customer can/cannot do with it
- If the materials are specifically written for the customer the contract will decide who has I.P.



University Employees

... are employees with obligations to their institution! They may not have the authority to sign a consulting agreement assigning IP rights to a company.

... may have a limited amount of days they can use for consulting.

... may often work via their University's Consultancy Services.

- Charge management fee
- Provide paperwork
- Offer liability insurance



University Employees

- A hybrid between employee and self-employed translator
- Can do “official” or “private” consulting (if permitted)

Official: via university consultancy service

Private: University does not cover any liabilities, employee must not use university affiliation, equipment, staff, accidentally sign over I.P. that belongs to their university



University Employee: Materials

- I.P. with employee only if the materials were written in their spare time not using university equipment
- Teaching Materials generally belong to the University
- If the university employee is paid for by the customer to write new materials from scratch, the contract will decide



Know - How

Taken from University of Cambridge Enterprise, see:

<https://www.enterprise.cam.ac.uk/about-us/faqs/>

- “Know-how is excluded from the definition of IP, since this cannot be unlearned by the academic”
- “The right is reserved for the academic to use the skill, know-how and expertise acquired in the performance of the services for the purposes of providing similar services to any other client and to use the deliverables for the purposes of teaching and academic research.”



Materials

- 100% of I.P. if you write your own in your own time
 - Cannot be just syphoned from the web:
- SCM offers a vast amount of tutorials BUT



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Materials

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