

## **Quality Education Fund Intellectual Property Rights Policy**

1. The contents, the deliverables and the products developed from all projects sponsored by the Quality Education Fund (“**QEF**”), including but not limited to all texts, graphics, drawings, diagrams, photographs, audio and video recordings and compilation of data or other materials (collectively, the “**Products**”) are protected by Intellectual Property Rights. Unless otherwise indicated, the Permanent Secretary for Education Incorporated (“**PSEdI**”) is the Trustee of the QEF shall be owner of the copyright and other Intellectual Property Rights (collectively, the “**Intellectual Property Rights**”) in the Products immediately upon their creation. For the purpose of this Policy, “Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and whatever arising) in each case whether registered or unregistered and including applications for the grant of any such rights.
  
2. To facilitate a wider dissemination of good education practices, the PSEdI would have no objection to the user’s reasonable use of the Products, and no applications to the QEF Secretariat would be needed, subject to the following conditions and provided that the reasonable use of the Products is **for the users’ own educational and non-commercial purposes**:
  - (a) The QEF Products in question or parts thereof are duly acknowledged or properly cited to be the Products of the QEF;
  
  - (b) (i) The users are allowed to verbatim copy and extract the contents of the Products in full. In such a case, they shall copy the copyright works accurately from the original version and duly acknowledge all the authors and/or directors of the Products; or  
  
(ii) It is acknowledged that educational establishments may have practical learning and teaching needs to make necessary adaptations or modifications to the QEF Products. To facilitate student-based and school-based learning, educational establishments in Hong Kong may make necessary and reasonable adaptations or modifications to the original contents of the QEF Products for the purposes of learning and teaching as well as examination and assessment, academic research and

other meaningful educational use. If any adaptations or modifications are made, the users shall expressly specify the parts which are adapted, modified or newly created by them. The users shall be the owners of the Intellectual Property Rights in such adapted, modified or newly created materials, works and things as soon as they are created. The PSEdI shall not be responsible for the contents or any legal liability related to the adapted/modified or newly created contents; and

- (c) The users shall not use the QEF Products in its original or newly created/adapted/modified form in any illegal, misleading, derogatory or any other inappropriate manner which may prejudice the image or interests of the QEF or the Government, or infringe any Intellectual Property Rights or any other rights of any persons.

For the purposes as mentioned in this paragraph,

- (i) “reasonable use of the Products” means any reproduction, adaptation, modification, distribution and dissemination of the Products which the PSEdI considers to be fair and reasonable having regard to the specific circumstances of the use in question. In case of dispute, the decision of the PSEdI shall be final; and
- (ii) “educational establishments” in Hong Kong means educational establishment specified in section 1 of Schedule 1 of the Copyright Ordinance (Cap. 528)<sup>1</sup>;

- 3. In case a QEF Product includes a notice that third party Intellectual Property Rights and/or performers’ rights are involved, users shall seek authorisation and obtain all relevant consent and clearance from the third party Intellectual Property Rights owner(s) and/or relevant performer(s) prior to the reasonable use of the Products under paragraph 2 above.
- 4. Any reproduction, adaptation, modification, distribution, dissemination or making available of the Products to the public **for commercial purposes** is strictly prohibited unless prior written consent has been obtained from the PSEdI. Such requests should be addressed to the QEF Secretariat in writing. The application procedure and assessment criteria are set out below:
  - (a) Application procedure
    - The applicant shall submit a written request outlining the (i) purpose; (ii) implementation details; (iii) dissemination plan; and (iv) proposed amount

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<sup>1</sup> Any school, within the meaning of section 3 of the Education Ordinance (Cap.279), entirely maintained and controlled by the Government.

of license fee or royalty and justifications.

(b) Assessment criteria

The QEF Secretariat shall vet the application based on: (i) applicant's capability; (ii) feasibility of the implementation plan; (iii) any impact on the education sector; and (iv) any other factors which the QEF Secretariat deems fit.

5. As an incentive to encourage cross-sector participation in QEF applications and redevelopment, a designated period of one year or such longer period as agreed by the QEF Secretariat in writing may be granted to the grantee of the QEF or a third party an exclusive right to explore the redevelopment potential of the Products. Once the Products which have undergone redevelopment (the "**Redeveloped Products**") are launched into the market, a reasonable license fee or royalty will be charged in accordance with the scope and potential of the Redeveloped Products. A written request should be sent to the QEF Secretariat for seeking such exclusive right. Notwithstanding the aforesaid, the PSEdI shall remain to be the Intellectual Property Rights owner of the Redeveloped Products.
6. No assurance or warranty, whether express or implied, is given as to the completeness or accuracy of this Policy and the contents and information regarding the Products and the Redeveloped Products. Neither the PSEdI nor any of the QEF's officers, agents or advisors accepts any liability or responsibility as to, or in relation to, the adequacy, accuracy or completeness of the information contained in this Policy and the contents and information regarding the Products and the Redeveloped Products. Any liability in respect of any such information or any inaccuracy in, or any reliance on, this Policy, the contents and information regarding the Products or the Redeveloped Products, or omission from this Policy or the contents and information regarding the Products or the Redeveloped Products, is expressly disclaimed.

Quality Education Fund Secretariat

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