

Intellectual Property Policy



Implemented: November 2018

Next Review: November 2019

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This Policy sets out the Academy's position regarding the ownership of intellectual property (IP) developed by staff, students, interns and volunteers, together with the procedures in place for commercialisation of Academy owned IP. It covers all Academy related activities, including research and innovation and student education.

Intellectual Property (IP)

1. There are numerous definitions of IP. In essence, IP may be regarded as 'knowledge and its creative application'. In practical terms all material generated by staff should be regarded as potentially having IP. Examples of IP include, but are not limited to:
 - branding, logos and marketing material
 - design rights
 - policies, procedures, documentation and personal data created for the Academy
 - photographs and images
 - emails and content sent through a business email address

The Academy's General Approach

2. Subject to certain conditions referred to below:
 - 2.1 Where a member of staff creates IP during the course of their employment the Academy will own that IP.
 - 2.2 Where a student creates IP as part of their academic programme the student will own the IP.
3. The wide dissemination of IP is fundamental to the work - and indeed the idea of - the Academy. Subject to conditions referred to below, the Academy has in this context granted members of staff and students' freedom to publish academic publications.
4. The Academy encourages active identification of commercially-valuable IP, suitable protection and robust exploitation to the mutual benefit of the Academy staff and students. It should be noted in this context that commercial exploitation (for example, on the basis of patents) need not be incompatible with academic activities such as the publication of academic papers.

Ownership of IP and the sharing of benefits

Staff

5. Although the legal position is inevitably complex, the Academy's position reflects the general law, in that, unless there are specific agreements to the contrary, the Academy will normally be regarded as owning all intellectual property generated by Academy staff during the course of their employment.

Students

6. Where any student generates IP as part of their academic programme, they will have sole ownership of this IP unless:
 - 6.1 The IP was generated as part of an activity where a third party requires ownership (e.g. where a student placement or host requires ownership or where research is sponsored and the sponsor requires ownership).
 - 6.2 The student generated IP builds upon existing IP generated by Academy staff.
 - 6.3 The student generated IP is jointly created with Academy staff.
 - 6.4 The student is recruited on a specific understanding that due to the particular commercial or IP sensitive environment their IP position is varied.
7. Where the exceptions 6.2 to 6.3 above apply the Academy will be the sole owner. However the Academy is committed to sharing the benefits from the exploitation of this ownership with the student in accordance with the framework described below under the heading “Commercial Exploitation and Process”.
8. For the avoidance of doubt where a student generates IP outside of their academic programme but has used Academy resources in the generation of the IP, the Academy will also be the sole owner. Where the Academy is to be the sole owner of the IP the student:
 - 8.1. May not outside of necessary use of their academic programme use, licence or transfer any of the IP they have generated without the agreement of the Academy.
 - 8.2. Will complete all necessary further steps to ensure the Academy can fully enjoy its rights.
9. Where a student is to be the owner of the IP the student grants the Academy a free, irrevocable non-exclusive licence to allow the Academy to complete its commitments to the student e.g. relating to the supervision and assessment of the student’s work.
10. Whilst the Academy will retain ownership rights over publications where containing Academy owned IP in line with the above, the Academy will not make any claim over income generated by the student from academic publications.

Conditions of ownership, use and ownership of IP

12. The Academy's conditions on the ownership, use and exploitation of IP are designed to reflect the general position under the law, the Academy asserts its right to ownership and use of all IP generated by staff during the course of their employment, and it likewise asserts its right to ownership and use of all IP generated by staff outside the course of their employment where substantial Academy resources have been used.
13. Against this background, the following specific conditions apply to the ownership, use and exploitation of IP:
 - 13.1 Except as may be provided in a contract with a third party (for example, a funding body), except in cases where an individual has been employed specifically for the purpose of producing a particular academic publication, and except where publication

might result in the loss of an opportunity for commercial exploitation, the Academy freely allows members of staff and students to publish Academy IP in academic publications and to keep all income from those publications.

13.2 Subject to 13.1 above, the Academy owns and therefore has the right to use, without limitation, all material that is generated by staff during the course of their employment and any IP that is generated by staff outside the course of their employment but which is based upon substantial use of Academy resources.

13.3 The Academy when publishing IP generated by staff and students will wherever practicable give due acknowledgement to the authorship of material.

Commercial Exploitation and Process

18. Members of staff are expected to take all reasonable steps to ensure that the Academy's IP is properly protected.

19. For the avoidance of doubt, the Academy acknowledges and accepts that in the case of any inconsistency, it is bound by its legal responsibilities and obligations to staff contained within the general law that cannot be varied by these conditions.

Visiting Academics

21. Unless agreed to the contrary, visiting academics or researchers will be treated as members of staff, in terms of any intellectual property that they develop whilst at the Academy.

22. Many researchers or academics who are visiting the Academy have access to Academy facilities and research information that may be confidential to a third party collaborator, or during the course of a research project where the IP arising from it is committed to a collaborator or funding body. The Academy needs to ensure that it acts in compliance with any terms to funding and any other agreements (such as confidentiality agreements) that have been signed with a collaborator or funder. Faculties should have more formal procedures for visiting academics to deal with these issues.

Termination of Employment

When staff employment is terminated or a business relationship ends with a volunteer or partner, all IP should be returned and use of all Academy IP ceased with immediate effect. This includes:

- Returning physical IP belonging to the Academy (including company work devices, mobile phones, keys, access codes, business cards and financial information, such as business bank cards)
- To cease use of all Academy IP: use of business email and cease access to all business related systems (including access to Class systems and the business server)
- Returning anything purchased that was originally intended for business use or to aid your role in the work place
- Returning all items relating to or containing IP including USBs, software and physical records (such as records, information and data contained on paper and in electronic form)