



Intellectual Property Policy

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1. INTRODUCTION

- 1.1 University of the Arts London (UAL) has an active research and enterprise culture that supports innovation and results in the creation of many forms of Intellectual Property (IP). UAL recognises and respects the value of IP.
- 1.2 For the purposes of this Policy, “IP” is used (for simplicity) to mean *both* the wide range of outputs generated by staff and students of UAL - including artistic, literary and dramatic works, designs, inventions, software, databases, performances, data, knowledge and trade secrets - *and* the legal rights that protect them.
- 1.3 This Policy deals with the ownership, use and commercialisation of IP created by employees and students. It also sets out how income generated from IP owned by UAL may be shared in certain situations.
- 1.4 The Policy applies to all staff of UAL in both academic and professional support units and colleges, and to all enrolled students. [It also applies to third parties providing services to or conducting research at UAL (including visiting researchers and those with Emeritus or Visiting appointments) except where there is a written agreement to the contrary.]
- 1.5 The Policy is effective from 1st September 2018 until its next revision by UAL.

2. STAFF MEMBERS

This section groups together policies which are particular to UAL’s arrangements with its own staff – chiefly concerning the allocation of ownership of IP and related use rights. Sections 4 to 11 of this IP Policy are also relevant to staff.

Relationship with staff employment contacts

- 2.1 Staff employment contracts contain detailed provisions on IP and related subjects. For teaching and research staff, these provisions go beyond what is set out in this short Policy, and these UAL staff should refer to their contracts for a fuller and definitive statement of the position. However, this Policy covers key ground, and also supplements the staff contracts in a few instances (where indicated below). Those employed in administrative capacities will find that some of the provisions of the IP Policy are not relevant to their roles.

- 2.2** This Policy is UAL's "Intellectual Property Rights Policy", as referred to in staff contracts, replacing all previous versions. There are no longer any accompanying Guidelines to supplement the Policy.

Ownership of IP as between UAL and its staff – general

- 2.3** The statutory rules on IP ownership apply, with the result that UAL generally owns all IP generated by UAL staff in the course of their employment by UAL, including teaching materials. Certain exceptions are set out below.

Employee inventions

- 2.4** UAL does not claim ownership of any inventions that belong to staff members under section 39 of the Patents Act 1977.

Artwork

- 2.5** UAL does not claim ownership of any physical pieces of fine art, graphics, sculpture, design and works of fine craftsmanship produced by staff members in the course of academic research that they undertake in the course of their employment with UAL. These physical pieces may be sold or retained by the staff member.
- 2.6** UAL does not own resale rights in art works of staff members. These rights belong to staff members.
- 2.7** Works of artistic craftsmanship produced by staff members in furtherance of their professional careers are treated in the same way as scholarly works under para 2.9 below.

Moral rights

- 2.8** UAL does not own the "moral rights" in staff members' work. These rights belong to staff members. Where copyright in a work is owned by UAL (or a successor in title), the effect of the applicable moral rights is reduced by statute and the terms of the staff contract.

Scholarly works

- 2.9** UAL encourages staff to write and publish scholarly works – namely, books, contributions to books, articles, conference papers and the like which are produced to further staff members' professional standing. UAL will never assert any copyright-based claim against staff in relation to their

scholarly works except where staff act contrary to any special arrangements that are made in relation to a particular work (e.g. where third party funding has been used and/or UAL has commissioned the work). UAL will be free however to make use of all scholarly works produced by UAL staff in the course of their employment by UAL.

Course names and descriptions

- 2.10** UAL shall have and be entitled to retain ownership of copyright and all other rights in the course name and description, and in the name and description of the various elements and modules of, academic courses devised and/or delivered by a staff member in the course of their employment by UAL. (This relates to short courses provided for UAL affiliates as well as UAL's own courses.)

Previous and external work, and personal reference works

- 2.11** UAL does not own IP generated by a staff member before the commencement of their employment by UAL, or IP generated exclusively during external work which a staff member is permitted to undertake during the period of their employment by UAL.
- 2.12** UAL does not claim ownership of IP in materials created by staff members exclusively for their own personal use and reference, including materials prepared as an aid to teaching, which are not shared with others.

Permitted use of staff members' own IP

- 2.13** UAL recognises that staff may have developed teaching or other materials independently of UAL, in which case the staff, and not UAL, will own the IP in the materials. UAL will never require staff members to use their own independently-developed IP on UAL's behalf, but does need to provide for situations in which staff members choose voluntarily to rely on such materials. Therefore, paragraphs 2.14 and 2.15 apply.
- 2.14** Where any staff member chooses to make available or present to UAL students any teaching and learning materials (for example, lecture notes and presentations) in which the staff member themselves own IP:
- 2.14.1 UAL and UAL students shall have the irrevocable non-exclusive royalty-free worldwide right in perpetuity to use such materials in connection with the programme of study to which the materials

have been so applied, and successor programmes, both during and after the creator's employment by UAL; and

2.14.2 UAL shall where practicable endeavor to acknowledge the original creator of any teaching materials except in cases of multiple revisions of the materials.

2.15 If a staff member chooses to use, or consents to the use of, their own IP in the course of their employment with UAL, they will not receive any additional remuneration for such use. Where a staff member's own IP is incorporated or merged into any materials developed for use at UAL (or developed for use under collaborative arrangements with third parties), by or with the consent of the staff member, then UAL has an irrevocable royalty-free non-exclusive worldwide sub-licensable right in perpetuity to use, reproduce and disseminate such materials for any purpose both during and after the staff member's employment by UAL.

2.16 Any variation to paragraph 2.15 would require the express individual agreement of UAL in writing.

Performances

2.17 Staff members may in the course of their employment give performances which qualify for legal protection through performers' rights (of which there are two types, 'property' and 'non-property'). Unlike most other IP rights UK law does not make UAL an automatic owner of these rights, and UAL does not ask staff to make any general transfer of these rights to UAL.

2.18 UAL acknowledges that all performers' rights in respect of staff members' performances given in the course of their employment by UAL ("relevant performances") may be retained by staff members, except in the case of performances given (a) at the specific request or direction of UAL or (b) for the purposes of an externally-funded grant from or contract with a third party. In these specific cases, UAL may ask staff members to assign to UAL or the third parties such performers' rights as are transferable.

2.19 In relation to performances given by staff members during the course of their employment by UAL, UAL shall in any event have an irrevocable royalty-free non-exclusive worldwide sub-licensable licence under all performers' rights held by the staff members from time to time, in perpetuity, to do all such things in connection with such performances, and recordings of them, as may otherwise be restrained by performers'

rights to enable UAL to use the performances and recordings for the purposes of teaching, research, education, and the promotion of UAL.

Trade marks and domain names

2.20 Staff members must not apply to register names and symbols associated with UAL activities as trademarks, company names or domain names without approval by UAL's Brand Team. Any such registrations must in any event be made in UAL's name and all such registrations shall be processed by UAL Legal Services

Contacts

2.21 Staff employment contracts may contain provisions which identify the UAL office or office-holder to which staff members should direct IP-related questions or proposals. These have been updated, and staff should use the contact information contained in this IP Policy or, if in doubt, contact their Head of College to verify the appropriate contact point.

3. STUDENTS

This section groups together policies which are particular to UAL's arrangements with its students – chiefly concerning the ownership of IP and related use rights. Students should note that three later sections of this IP Policy are also relevant to them: para 4.3 (conflict of interest); paras 6.3 to 6.5, (IP fees); and sections 7 to 11.

Ownership

3.1 UAL students own the IP in any work that they generate whilst they are students of UAL. Exceptions to this general rule will arise in the following circumstances:

3.1.1 where a student wishes to take part in a live brief project or research programme sponsored by UAL or a third party, they may be required to transfer ownership of the IP they generate during the project to UAL, or a third party;

3.1.2 where a student is in receipt of a research degree, studentship, sponsorship or scholarship that is funded by UAL or a third party, they may be required to transfer ownership of the IP they generate as part of the funding or other conditions;

- 3.1.3 where a student contributes IP for use in teaching materials, they will be taken to agree to transfer their IP in their contribution to UAL in the absence of any agreement in writing to the contrary by UAL; and
- 3.1.4 If the student is also a UAL staff member, section 2 above will apply.

Agreements

- 3.2 All agreements relating to students' IP to which UAL is party will be negotiated by UAL and must be approved in advance by UAL Legal Services to ensure compliance with this Policy.
- 3.3 If any student is not willing to assign (or, if so directed, license) his/her IP to UAL or third party at UAL's request in connection with any live brief project or research programme then the University may exclude or withdraw the student from the project or programme. For the sake of clarity, students on credit bearing courses who are excluded under this clause 3.3 from a live brief project will be provided with an alternative project (non-live) to work on.

Compliance with Third Party Agreements

- 3.4 Students undertaking a live project brief or research programme sponsored by UAL or a third party must comply with the IP-related and confidentiality policies of the agreement that they enter into for this purpose. Failure to do so could create legal liabilities for UAL and/or jeopardize the value of the project or programme to the third party.

Licence of Students' IP

- 3.5 Each student grants to UAL a non-exclusive, worldwide, irrevocable, royalty-free licence in perpetuity to use and to license others to use, in any format (whether existing or future) for educational, research, teaching and promotional purposes, from the moment of creation, the:
 - 3.5.1 IP generated by the student in the course of his/her studies at UAL;
 - 3.5.2 images of any IP created by the student or by UAL that are captured in the course of his/her studies at UAL; and
 - 3.5.3 IP in any thesis or dissertation submitted to UAL for the award of a degree.

This gives UAL a limited licence intended to facilitate UAL's teaching and the promotion of UAL to new students and collaborators in future. It does not permit UAL to make independent commercial use of students' individual works, nor does it give UAL any ownership right or ability to interfere with students' own exploitation of their work.

Performers' Rights

- 3.6** UAL acknowledges that all performers' rights owned by students in respect of their own performances, and in any video or other recording of such performances, may be retained by the performing student. Each student grants to UAL an irrevocable royalty-free non-exclusive worldwide licence in perpetuity to do, and to license others to do, all such things in connection with such performances and recordings as may otherwise be restrained by the students' performers' rights (whether property or non-property), for the administrative, promotional, educational, teaching and research purposes of UAL.

Recording of Lectures

- 3.7** Students are generally permitted to make recordings of lectures and events run by UAL on UAL premises for purely personal educational reference. They must not share or distribute these recordings to any other persons or organisations through any means. Where, in exceptional cases, recording is not permitted, students will be informed orally or through signage, and must not make any recording.
- 3.8** At any events not run by UAL, students must always obtain formal approval before making any type of recording.

Exhibition, Retention and Sale of Student Works

- 3.9** Students should note that UAL's Student Regulations include a section on UAL's policies regarding the ownership, exhibition, retention, and sale of student work. The regulations can be found at <http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/ownership-of-student-work/>. Students should read these regulations in conjunction with this Policy.
- 3.10** UAL encourages students to develop plans for exploiting the IP they generate whilst at UAL, where they have retained ownership.

4. THIRD PARTIES

This section deals with certain IP-related aspects of UAL's relationships with third parties. It lays down some principles by which UAL would expect to operate in all but exceptional circumstances. This section is addressed to third parties themselves and to staff, who will be instrumental in forming the relationships. Paragraph 4.3 also relates to students.

4.1 Every third party, (including staff members acting outside of their contracts of employment and graduates of UAL) engaged to provide any service to UAL that generates or may generate IP and/or which may rely on any existing IP owned by any participants, shall provide UAL with:

4.1.1 an irrevocable royalty-free non-exclusive worldwide licence to UAL to use and sublicense use of the third party's existing ("background") IP in perpetuity for the purposes of the project in which they are engaged and the exploitation of its results; and

4.1.2 an assignment to UAL of IP generated by them in the course of their work.

Any exception to the requirements of this paragraph 4.1 shall require formal written approval in advance from UAL's Director of Academic Enterprise and Head of College.

4.2 The requirement in paragraph 4.1 shall also apply to researchers visiting UAL who work in collaboration with UAL employees and/or where more than incidental use of UAL resources occurs. In such cases, a written agreement shall be put in place to ensure that there is fair and equitable treatment of IP ownership and access rights to such IP.

Conflict of Interest

4.3 Staff and students seeking to participate in any kind of sponsored or project work that requires (or may require) IP to be assigned or licensed to UAL or a third party should be aware of the dangers of conflict of interest, having regard to other appointments they may hold or arrangements they may have made with third parties (e.g. other universities, business partners, or clients). No-one should participate in

such a project if they have conflicting prior commitments, and no-one should make any conflicting agreement subsequently.

5. PROTECTION AND COMMERCIALISATION OF UAL'S IP

This section relates to UAL staff only. It deals with the opportunities available for staff to exploit IP owned by UAL, where they have been involved in its development.

General

- 5.1** Staff members are expected proactively to bring before UAL proposals, which may enable UAL to commercialise IP originated by the staff members concerned. However, IP that is not being exploited in this way may be made available for exploitation by the staff themselves, under appropriate arrangements with UAL.
- 5.2** UAL encourages staff to develop plans for exploiting IP they generate whilst at UAL, where it is not being exploited directly by the university itself, so long as they respect the rights that funders, sponsors and any other third parties might have in or to particular IP.
- 5.3** UAL will in principle look favourably on the commercial exploitation of its own unused IP, and on sharing benefits with relevant staff. UAL may, however, decide in its own discretion the extent (if any) of its own resources that it will commit to evaluating and/or pursuing any individual initiative for IP exploitation. In this Policy, 'exploitation' or 'commercial exploitation' of IP means the transfer or licensing of the IP or the supply of goods or services involving the use of IP.

Protection of IP

- 5.4** UAL staff must comply with directions given by UAL, whether general or specific, to identify and protect UAL IP or to provide evidence of the date on, and circumstances in which, the IP has been created.
- 5.5** Paragraph 5.4 does not require staff to expend their own resources, or to do anything what would prejudice the rights of any staff member in respect of any invention which belongs to them under Section 39 of the Patents Act 1977.

- 5.6** Staff are not authorised to enter into confidentiality agreements with third parties on behalf of UAL unless expressly authorised to do so by Legal Services. Staff members must protect UAL's knowledge and trade secrets and keep open the possibility of patent or registered design protection by complying with the confidentiality constraints of their employment terms and all relevant project/research guidelines and agreements. These constraints apply to the IP output of staff members as well as the information which they receive from others.

Initiating Commercialisation Discussions

- 5.7** Staff who wish to discuss the commercial exploitation of IP owned by UAL should raise the matter with the relevant UAL Head of College or Director of Service. Their decision (which shall be made in consultation with the Dean of Research and Directors of Academic Enterprise and Legal Services) shall be given as soon as practicable and shall be final.
- 5.8** Any request for consideration under paragraph 5.7 shall set out the following information to enable UAL to make an informed decision:
- (a) The nature of the project through which the relevant IP will be or has been generated (for example 'live project', commercial research, commissions etc.)
 - (b) Details of any additional members of staff, students and third parties that have been or will be involved in the project that generates the IP or the proposed exploitation of the IP
 - (c) The nature and extent of the relevant IP
 - (d) In what way they would like UAL to be involved, and the particulars of any IP licence sought from UAL
 - (e) An estimate of UAL and/or other resources that would be needed in order to exploit the IP or prepare for its exploitation
 - (f) A description of the products or services to be offered, the market for them, and the opportunity that the IP provides to compete effectively in the relevant market.

Commercialisation Arrangements Undertaken by UAL

- 5.9** If UAL at its sole option decides to provide support for any exploitation of IP this approval will be confirmed by UAL in writing, providing details of the proposed licence and/or other participation/support (including any key conditions that UAL requires to be satisfied).

- 5.10** UAL will not enter into any IP licence or other commercial agreement relating to the exploitation of IP which would in UAL's sole opinion be inconsistent with UAL's obligations as a charity and the use of public funds. All licences and other agreements shall be prepared by UAL Legal Services.
- 5.11** In cases where UAL does not have the capability or wish to support any technology transfer-type commercialisation activities, the central Research and Enterprise services may provide support in identifying third party organisations who can facilitate such activities.

6. REWARDS AND DISTRIBUTION OF INCOME

This section relates to both staff and students (as indicated). It deals with various specified situations in which UAL may share IP-related revenues with contributing staff, or UAL may charge a fee to staff or students for services that it performs.

- 6.1** In the event of successful commercialisation of UAL IP, UAL agrees to share a proportion of its net revenues attributable to the exploited IP with the originators in accordance with the principles set out at Appendix A. Revenue retained by UAL shall be used to further UAL's strategic aims as an educator.
- 6.2** Where staff members are contracted to work on a special project to produce a written work as authors, illustrators or designers, they will usually receive a flat fee, which also pays for the assignment of all rights in their illustrations or designs. UAL may also be entitled to receive a fee for the introduction, or for any other role played by UAL. Where royalties are payable in relation to such works, the net royalties payable to the staff members, or in respect uniquely of the staff member's work on the project, would be split as set out at Appendix A
- 6.3** UAL may provide students with extra-curricular and/or curriculum opportunities to work on live project briefs for industry (e.g. via student sponsored projects) and in such cases students shall assign their IP to UAL to enable UAL to negotiate with sponsors and the student shall receive not less than 70% of any IP fee paid by the sponsor to UAL. In the event that the sponsor does not acquire the IP then the rights will revert to the student subject to any contract rights.

- 6.4** UAL cannot accept any liability to the originator of the IP if the return achieved is not the best financial return that could have been achieved. While the interests of UAL, its students and its employees will often be the same, Employees and Students are recommended to seek independent advice at their own cost in relation to any commercialisation of IP by UAL.
- 6.5** UAL reserves the right to adjust the revenue incentives from time to time at its discretion but without affecting any previous legally-binding commitment.

7. RESPECTING IP

UAL expects its staff and students to respect UAL's IP and third party IP. This is important to protect the reputation of UAL and the individuals concerned and to minimise financial risks. As an IP owner in its own right, UAL also looks to ensure that use of its own IP is properly-regulated.

Third Party IP

- 7.1** In some circumstances it may be permissible to use third party IP which is covered by a relevant statutory exemption or made available under a "creative commons" licence. However, staff and students must verify in each case that the exemption or licence exists and covers what they wish to do, and that they comply with all the relevant conditions (such as the inclusion of an appropriate reference, if applicable). In other cases, an individual licence must be obtained. If a staff member or student is unsure as to the permitted use of any particular IP, then they should seek guidance from their Supervisor or Line Manager or relevant UAL Dean or Director of Service.

Plagiarism

- 7.2** Please note that the provisions of this Section are in addition to, and not in place of, UAL's policies on plagiarism. Plagiarism involves taking another person's ideas and presenting them as if they were one's own. This is regarded as a very serious matter, and is dealt with in separate UAL regulations.

Collections

7.3 UAL holds a number of collections, including important art, design and film collections. These collections represent valuable reference resources for staff and students. However, inclusion of pieces in UAL collections does not imply that UAL students or staff have any rights or freedoms under the IP relating to those pieces.

UAL IP

7.4 UAL permits its staff to make proper and reasonable use of UAL's IP in performing their work for UAL. Any other use of UAL IP by staff, and any use of UAL IP by students, requires prior written consent from UAL.

7.5 When (a) engaged in any kind of project work, research or consultancy for a third party; or (b) engaged in preparing materials for use by UAL, no staff member or student should introduce into their work anything which infringes the IP of any third party, or which would infringe a third party's IP if the work in question were to be used in the intended manner by the client or sponsor or by UAL, as the case may be. UAL may, in its discretion, give its consent to use of third party IP rights in this way in individual cases, but only on the basis of full prior disclosure of the proposed use by the staff member or student seeking the consent. Only express written consent from the project leader will be sufficient in these circumstances.

7.6 If a staff member or student suspects or becomes aware that their own or another person's contribution to any project may lead to infringement of third party IP rights by UAL or a client or sponsor, he or she should immediately notify their Supervisor or Line Manager to alert them to the potential infringement, and this should be conveyed without delay to UAL Legal Services at legalservices@arts.ac.uk

8. USE OF UAL's NAME AND TRADE MARKS

This section is addressed to staff, students and third parties. It relates to the proper use of UAL's name and trade marks, and is designed to ensure that references

made to UAL and its constituent colleges are accurate, proportionate, and not misleading.

- 8.1** Third parties with business connections with UAL sometimes seek to use the UAL and college brands and names to enhance their own reputation. However, no-one except UAL's Brand Team may license any third party to use any logos or trade marks of UAL or its constituent colleges or permit their use, even for "reference" purposes.
- 8.2** Third parties may also be mistaken in believing that a member of staff or a student at UAL has authority to act for UAL (rather than in their own personal capacity) when this is not the case. Therefore, all UAL staff and students are expected to ensure when they undertake projects on their own behalf that they do not convey the impression that they are acting or speaking for UAL. If it should become apparent that a third party has received a mistaken impression in this regard, this should be corrected as soon as possible.
- 8.3** Staff and students should also restrict their own use of UAL names to uses which represent a fair, accurate and up-to-date reference to their relationship with UAL or its constituent colleges, unless they have express written authority from UAL's Brand Team to use a specific UAL trade mark or logo. Similarly, when undertaking any activity on their own behalf, staff and students should keep any references to their role in/relationship with UAL accurate and proportionate, and should not claim or imply any involvement or endorsement on the part of UAL that does not in fact exist.
- 8.4** Any use of UAL logos and trade marks that is permitted by UAL will be regulated in accordance with UAL brand guidelines which can be found at www.arts.ac.uk/style-guide/our-brand.

9. PROMOTING ONLINE ACCESS

UAL supports the provision of unrestricted, online access to the published findings of research, as promoted by the OFS Staff and research students are expected to work collaboratively with UAL to this end.

10. WHAT HAPPENS IF THIS POLICY IS NOT FOLLOWED

Compliance with this Policy is a requirement of staff employment contracts and students' enrollment terms. Attention is also drawn to the fact that failure to comply with the Policy could give rise to situations which create legal liability towards third parties.

11. INTERPRETATION AND RESOURCES

- 11.1** In this Policy, the titles of sections 1 to 9, the italicized text introducing some of these sections, and the headings appearing in bold above individual numbered paragraphs, are intended only for convenience. They provide merely a general indication of their respective subjects. They are not part of the IP Policy itself and have no impact on its interpretation.
- 11.2** It is beyond the scope of this IP Policy to provide a definition of or information about relevant intellectual property rights. For background information, those interested will find good resources on the website of the World Intellectual Property Organisation (WIPO) at www.wipo.int.

APPENDIX A

REVENUE SHARING: UAL and Staff members

IP income from exploitation of research – where UAL exploits

Where IP, created by an internally- or externally-funded research project is commercialised by UAL, the basis for splitting net revenues* would be as follows:

Net revenues	UAL	Staff (individual or team)
Up to £50,000	20%	80%
£50,001-£200,000	50%	50%
Above £200,000	60%	40%

IP income from exploitation of research – where the research team exploits:

Where IP, created by an internally- or externally-funded research project, is commercialised by the researchers under licence from UAL, the basis for splitting net revenues would be as follows:

Net revenues	UAL	Staff (individual or team)
Up to £50,000	10%	90%
£50,001-£200,000	25%	75%
Above £200,000	30%	70%

Publishing contracts

Where staff members are contracted to work on a special project to produce a written work as authors, illustrators or designers, they will usually receive a flat fee, which also pays for the assignment of all rights in their illustrations or designs. Where royalties are payable in relation to such works, the net royalties payable to the staff members, or in respect uniquely of the staff member's work on the project, would be split as follows:

	UAL	Staff Member
Course related material	80% of royalties	20% of royalties
General interest publications	50% of royalties	50% of royalties