

Guildhall School

Intellectual Property Policy



This policy is of relevance to students, staff, and applicants

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Approved by	Research & Knowledge Exchange Committee (1 st November 2017 and Academic Board (13 th November 2017)
Written by	Guildhall Innovation
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1. Scope & principles of the Guildhall School IP Policy

1.1 This policy details ownership of IP generated by Staff and Students, a commitment for the responsible use of third party IP, and a framework for assessment, management, and value creation of IP.

1.2 It aims to create and foster a creative atmosphere, promote exploratory and entrepreneurial activity, and support the Guildhall School values.

1.3 It will supersede the City of London Corporation Employee Handbook Code of Conduct and staff employment contract paragraphs relating to intellectual property assignment. In all other matters, it will remain consistent with the School and City of London Corporation legal requirements and obligations.

1.4 It shall encompass work generated by Students who are participating in a taught or research degree programme and Staff employed by the School on an employment contract.

1.5 It shall not encompass work generated by those Students participating in Junior Guildhall, the Centre for Young Musicians, or participants of short courses, creative entrepreneurs, or any other courses not falling under the jurisdiction of the Academic regulatory framework.

2. Definitions

2.1 *Intellectual Property* (IP) is the term given to the productions of original intellectual or creative activity. Intellectual Property Rights (IPR) are the legal rights that exist in those productions. IPR include, but are not limited to the following areas: copyright, patents, trademarks and designs,

2.2 *Copyright* includes Literary, dramatic and musical works, Databases, Artistic works, Sound recordings, Films, Broadcasts, Cable programmes, and typographical arrangements of published editions

2.3 *Assignment* means the transfer of Intellectual Property rights held by one party (the Assignor) to another party (the Assignee).

2.4 *The School* means the Guildhall School of Music & Drama, a department of the City of London Corporation.

2.5 *Staff* refers to any employee of the Guildhall School.

2.6 *Fellow* refers to alumni of the School registered as a junior Fellow with HR in a given academic year.

2.7 *Student* refers to any student of the Guildhall School registered on an undergraduate or postgraduate degree programme as set out in Regulation 1.1 of Section 5 of the Academic Regulatory framework.

2.8 *Scholarly and Artistic Outputs* means any academic and/or artistic work produced, including but not limited to books, scores, music recordings, performance recordings, journal articles, conference paper, theses and dissertations, or other artistic creations.

2.9 *Teaching materials* means any materials (physical or otherwise) used as part of teaching and learning on programmes or modules delivered at the School. This includes, but is not limited to hand-outs, presentations, guides, textbooks, study notes and films.

2.10 *Production* shall mean production of any show which results in a public performance for which tickets are sold.

2.11 *Performance Rights* means the rights contained in section 180 Copyright, Designs and Patents Act 1988.

2.12 *Exploitation* means the action to make use of and benefit from IP generated, which may include commercial or non-commercial benefit.

2.13 *Exploitation Plan* means the plan outlining what tasks need to be undertaken, by whom, and in what timeline in order to carry out an exploitation of IP.

2.14 *Commissioned works* means works that one party has specifically employed or requested another party to produce, whether in return for payment or not.

3. Ownership of Intellectual Property created at the Guildhall School.

3.1 Individual Students and Fellows

3.1.1 Subject to clause 3.1.2 the School does not claim ownership of IP created or developed by Students or Fellows

3.1.2 In certain circumstances, the School will put in place a separate agreement in order to agree the terms of any IP generated. These circumstances may include, but are not limited to:

- a) where the Student or Fellow is in receipt of third party funding which stipulates the conditions of any IP generated;
- b) where the Student or Fellow seeks the support of the School in order to carry out Exploitation of any IP generated;
- c) where the Student or Fellow has completed Commissioned Works as requested by the School;
- d) where the Student or Fellow has signed an IP waiver agreement (as per Appendix VIII).

3.1.3 Students grant to the School a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence to use the IP and any Performance Rights they generate during a course of study for administrative, promotional, educational, quality control, examination, teaching, and

research purposes, including but not limited to, digitization of Student work. All photos, video and audio taken during rehearsals, productions and concerts remain the property of the School, subject to any agreement made with a third-party contractor.

3.1.4 The School will use the license granted at 3.1.3 without excessive exploitation of the image or performances of any individual student. The School will engage with students who raise concerns over the use of the licence at 3.1.3 and shall endeavour to accommodate any requests or concerns so far as is reasonably practicable.

3.1.5 Students will ensure that any copyright created by them will bear an acknowledgement of the School's support, using the wording

"[PROJECT NAME] was created with support from the Guildhall School of Music & Drama".

3.2 Individual Staff members.

The Copyright, Designs and Patents Act 1988 (CDPA), section 11.2 states that "Where a literary, dramatic, musical or artistic work, or a film, is made by an employee in the course of his employment, his employer is the first owner of any copyright in the work subject to any agreement to the contrary."

3.2.1 To the extent that Section 11(2) CDPA applies, any IP arising from Scholarly and Artistic Outputs and/or Teaching materials created by an individual Staff member shall be assigned to the same Staff member.

3.2.2 In certain circumstances, the School will put in place a separate agreement to agree the terms of any IP generated. These circumstances may include, but are not limited to:

- a) where the Staff member is in receipt of third party funding, which stipulates conditions on any IP generated;
- b) where the Staff member is in receipt of significant internal resources to support the Exploitation of work;
- c) where the Staff member seeks the support of the School to carry out Exploitation of any IP generated;
- d) where the Staff member has been commissioned to complete the work by the School.

3.2.3 Staff grant to the School a free, unconditional, perpetual, irrevocable, non-exclusive licence to use and copy Teaching Materials for academic, teaching, research, and administrative purposes. Where reasonable justification is provided by a member of Staff, the School agrees to consider non-use or limited and specific use of these materials.

3.3 Individuals who are both a Student and a Staff member

3.3.1 Where an individual is both a member of Staff and a Student, the provisions of clause 3.1 shall apply to work generated during a course of study and the provisions of clause 3.2 shall apply to work generated during the course of employment. Where it is impossible to determine a division, clause 3.2 shall take precedence.

3.4 Jointly created by Staff and/or Students and/or Fellows

IP jointly created by any combination of two or more Staff, Students, Fellows or external third parties, shall be recognised and/or assigned in the following ways:

3.4.1 When generating original work collaboratively, it is recommended to put a separate agreement in place to agree the terms of jointly created IP; such agreement shall supersede this policy.

3.4.2 If no separate agreement exists:

- a) Teaching materials: IP arising from Teaching materials jointly created for use in and by the School shall belong to the School.
- b) School Productions: IP arising from the production of School musical and theatrical productions shall belong to the School.
- c) Other Scholarly or Artistic Outputs: IP arising from other Scholarly or Artistic Outputs not covered by a separate agreement shall be assigned jointly to the creators.

3.5 Third parties contracted to create IP for the School

3.5.1 Where the School employs a third party to generate or complete teaching materials, scholarly, or artistic work, the School will execute a contract, which includes a clause regarding IP rights.

3.5.2 Any affiliates of the School, including but not limited to, visiting professors, artists-in-residence, or other, who do not have a contract of employment, will be treated as third parties, and will require the execution of an IP agreement.

3.6 Exploitation of IP generated

3.6.1 Principles of Exploitation

3.6.1.1 Confidentiality: Staff and Students are expected to take all reasonable steps to keep confidential any IP owned by the School that shows potential for exploitation and prevent public disclosure of any invention of creative work arising from their registration or employment. When working with third parties, it is expected that a non-disclosure agreement (NDA) is in place as soon as reasonably practicable, outlining the terms of confidentiality.

3.6.1.2 IP disclosure process: should any Staff or Student identify IP generated during the course of their employment or registration that shows potential for Exploitation, and for which they would like School to support the Exploitation, they should contact the Head of Enterprise to formally disclose their IP to the School. The Head of Enterprise will work with colleagues from the Guildhall Innovation department to review the work for exploitation potential. Where the disclosed IP is found to have exploitation potential, the Head of Enterprise will advise the Staff or Student on the Exploitation Plan that the School could support.

3.6.1.3 Exploitation Plan: the Exploitation Plan will outline what tasks need to be undertaken, by whom, and in what timeline. These activities are expected to include activities such as the support

of any legal process for confirming the IP, further development of the IP, sales and marketing planning, detailing of licensing option. The Exploitation Plan shall be signed by the Head of Enterprise and the Staff member or Student.

3.6.2 Revenue Sharing Models

3.6.2.1 Successful exploitation of IP created by Staff or Students may result in the School receiving income, which may arise as a lump sum or a stream of income over a period of time. This will be governed in the following ways:

- a) where the Student or Staff member is in receipt of third party funding (as per clauses 3.1.2a and 3.2.2a), the Exploitation will be governed by the third-party agreement in the first instance and clauses 3.6.2.3, 3.6.2.4, and 3.6.2.5 in the second instance;
- b) where the Staff member is in receipt of significant internal resources (clause 3.2.2 b) or where a Student or Staff member creates IP and seeks School support to exploit same IP (as per clauses 3.1.2b and c3.2.2c), clauses 3.6.2.3, 3.6.2.4 and 3.6.2.5 will apply.
- c) where the School identifies a project it would like to develop and requests Staff or Students to complete Commissioned Works that generate IP (as per clauses 3.1.2c and 3.2.2d): terms will be agreed in a separate agreement (see Appendix IV template).

3.6.2.3 The School must recover its costs in relation to the activity from which income was generated – examples of such costs include, but are not limited to course delivery costs, IP protection costs, professional and legal fees, promotional and marketing material, and indirect costs of supporting the activity.

3.6.2.4 After costs have been recovered, net revenues will be distributed as follows for any exploited IP

Net Revenue	Creator (or joint creators)	School
£0 -£4,999	100%	0%
£5,000 - £49,999	80%	20%
£50,000 or more	60%	40%
£100,000 or more	50%	50%

3.6.2.5 Staff members will not receive a revenue share if the IP is licensed into a spin-out company of which they are a Director.

4 Use of IP and in particular Copyright

4.1 The Guildhall School of Music & Drama adheres to The Code of Fair Practice as drawn up by the Music Publishers Association (MPA) following agreement between composers, publishers, and users of printed music, which outlines the fair use of copying of Music.

4.2 The School holds a license with the Copyright Licensing Agency (CLA), which offers collective licensing schemes for an advised amount of copying.

4.3 The School is committed to complying with applicable legislation and institutional licences held by the School and to make reasonable efforts to ensure Staff and Students are aware of applicable legislation.

4.4 It is the responsibility of individual Staff and Students to ensure their actions are compliant with statutory requirements. Non-compliance may be subject to disciplinary procedure.

4.5 To the extent that the content of this policy is taken from legislation and/or case law, it is hereby governed by English law.

5 Who to contact

5.1 For discussion about Generation and/or Exploitation of IP – please contact the Head of Enterprise.

5.2 For advice about the use of Copyright – please contact the Library.

5.3 Should any dispute arise about the terms of this policy or any agreement that may arise as a result of this policy, such disputes shall be referred to the Principal for consideration by the Executive Team.

5.4 If a dispute cannot be amicably settled between the School and any Student or Staff member, then the Parties will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. For the avoidance of doubt neither Party will commence any court proceedings/litigation in relation to any dispute arising out of the Agreement until they have attempted to settle it by mediation and that mediation has terminated.

6. Guidance Documents

To support Staff and Students in complying with this policy, the following resources are available:

Appendix I: Guide for IP and the Use of Copyright

Appendix II: Understanding, decision-making, and protection of IP

Appendix III: Template Agreement for Collaborative Work for use by Staff and Students

Appendix IV: Template Agreement for Provision of Services for use by the School

Appendix V: Template IP disclosure form

Appendix VI: Non-Disclosure Agreement (NDA)

Appendix VII: Staff IP Waiver clauses (to be used in terms and conditions of funding for example)

Appendix VIII: Student IP Waiver Agreement