



Intellectual Property Rights, Copyright and Confidentiality Policy

Approved by Board of Trustees on: June 26th 2018

Lead Staff Member: Jackie Rosenberg

Lead Trustee: Craig Macdonald

Intellectual Property Rights Policy

PDT is committed to ensuring that in relation to all matters concerning Intellectual Property the relevant legislation is adhered to and staff are appropriately instructed in its application. The Chief Executive has responsibility for ensuring that all relevant legislation is adhered to and for reporting to the Board of Trustees about Intellectual Property and Copyright.

1. INTELLECTUAL PROPERTY

1.1 The following definitions apply in this document

Employment Inventions: any Invention which is made wholly or partially by an employee at any time during the course of his employment with PDT (whether or not during working hours or using PDT's premises or resources, and whether or not recorded in material form).

Employment IPRs: Intellectual Property Rights created by an employee in the course of his/her employment with PDT (whether or not during working hours or using PDT's premises or resources).

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

1.2 All Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to Paddington Development Trust to the fullest extent permitted by law. To the extent that they do not vest in PDT automatically, an employee holds them on trust for PDT.

1.3 To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in PDT by virtue of paragraph 1.2, an employee shall, immediately upon creation of such rights and Inventions, offer to PDT a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of PDT receiving the offer, PDT shall refer the dispute to an external arbitrator who shall be jointly approved by PDT and the other party. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties.

- 1.4** An employee shall:
- (a) give the Chief Executive full written details of all Employment Inventions promptly on their creation;
 - (b) at PDT's request and in any event on the termination of his/her employment give to PDT all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
 - (c) not attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by PDT; and
 - (d) keep confidential each Employment Invention unless PDT has consented in writing to its disclosure by the employee.
- 1.5** The employee waives all his present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.
- 1.6** Except as provided by law, no remuneration or compensation is or may become due to an employee in respect of his compliance with this document. This is without prejudice to the employee's rights under the Patents Act 1977.
- 1.7** The Employee shall use his best endeavours to execute all documents and do all acts both during and after his employment by PDT as may, in the opinion of the Chief Executive, be necessary or desirable to vest the Employment IPRs in PDT, to register them in the name of PDT and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at PDT's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. PDT shall reimburse an employee's reasonable expenses of complying with this paragraph.
- 1.8** An employee shall give all necessary assistance to PDT to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.
- 1.9** PDT shall be entitled to undertake the further development and exploitation of any Employment Invention or Employment IPR and the employee shall do all things necessary to assist it in respect thereof.
- 1.10** If PDT does not desire to acquire the exclusive benefit of an Employment Invention or an Employment IPR, then on receipt of written notice to that effect from the Chief Executive, the employee concerned shall be free to protect the same at his/her own

cost and retain the exclusive rights thereto. Such notice by the Chief Executive shall be given within a reasonable period but in no case shall it exceed a period of six months from the date of receipt by the Chief Executive of the details referred to in paragraph 1.4.(a).

- 1.11** Where materials have been created for teaching purposes, PDT follows the policy outlined in the HEFCE Guidance on IPR and e Materials. (See Model Contract at www.hefce.ac.uk/pubs/hefce/2006/06_20)
- 1.12** Where broadcasts have been made by staff, all Intellectual Property Rights in that broadcast shall be owned by PDT. Anyone who is not a member of staff and who is involved in the making of the broadcast, eg an interviewee, shall be required to assign all Intellectual Property Rights, including performance rights, to PDT.
- 1.13** Non-staff such as volunteers, commissioned parties, freelancers and other contracted parties, by law automatically own the rights in works they have created. There should, therefore, be clear statements in place regarding the ownership of such rights, and the necessary procedures required for assignments of rights, as well as training, where appropriate.
- 1.14** PDT reserves the right to negotiate shared ownership, permission to reuse content and explore royalty opportunities resulting from collaborative projects and initiatives.
- 1.15** In cases where PDT does not retain full rights of ownership in any intellectual property, PDT must ensure that it reserves the right to reuse the work for its own purposes and that its ability to commercially exploit the work is not unduly restricted.

2. Use of Third-Party Materials

It is likely that in the course of creation or development of materials by employees and non-staff, third-party materials might be included in the final product. These could include text, images, music, sound recordings, broadcasts, film or software. The legal position is that in general, such materials should not be incorporated into creations made by employees, or sold, copied or re-disseminated by employees without the express written permission of the owner of the rights in that third-party material. However, this general statement is subject to certain caveats:

- 2.1** Copyright expires after a while; the lifetime varies according to circumstances, but a good rule of thumb is that anything more than 100 years old is likely to be out of copyright. Under such circumstances, an employee would be free to copy materials as he or she sees fit. However, the employee should always take formal advice from the Chief Executive before undertaking any such copying. It is important to be aware that even if copyright may have expired there may be other rights that still subsist, such as reproduction rights. Care must be taken to distinguish between different rights, to ensure that they are not infringed.

- 2.2** There are a number of important exceptions to copyright that allow someone to copy materials that are in copyright without having to ask permission or pay any fees. These include requiring a copy for non-commercial research or private study, Library Privilege or if required in a legal hearing. Employees should always check with the Chief Executive before relying on any such exception, as many of them are restricted in scope and some are subject to misunderstandings. If content has been copied for one purpose, and is now going to be copied and/or disseminated for another quite different purpose, employees should check with the Chief Executive before undertaking any such copying.
- 2.3** Patents have a lifetime of 20 years from the date that the patent was first applied for. A patent may, however, lapse, if renewal fees are not paid by the owner. Again, advice should be sought from the Chief Executive before making or using the invention that is subject to the patent.
- 2.4** The use of Registered Trade Marks, logos and other organisations' names is particularly problematic, and these should never be incorporated into outputs by employees without checking with the Chief Executive.
- 2.5** A quite different situation arises where the owner has been identified and has been approached for permission to copy, but has not replied. Under these circumstances, no copying should take place.
- 2.6** If what is being created is so-called 'User-Generated Content', for example a string of emails from various people in a discussion thread, or material contributed by several individuals on a wiki, blog or social networking site, then complex legal issues arise. PDT follows the guidelines provided by the Web2Rights project.

3. Access to Content

- 3.1** PDT aims to provide free online public access to its content under Open Access principles subject to copyright restrictions.
- 3.2** PDT aims to provide access to users in compliance with third-party rights and the contractual obligations of funding bodies, sponsors and other partners.
- 3.3** Employees, volunteers, contractors and formal visitors shall take necessary measures to ensure that they protect the rights in PDT Intellectual Property Rights and those in third-party content.

4. Crediting

- 4.1** All use of content in which rights are owned by PDT shall require the use of the appropriate credit line and/or digital watermark.
- 4.2** Credit to staff in works that they create during the course of their employment shall be made on a case by case basis.

- 4.3** Use of third-party content shall require the use of the appropriate credit line and/or digital watermark.

5. Management of Rights

- 5.1** Employees, volunteers, contractors and formal visitors are responsible for ensuring that they record rights management information, associated with rights and assets created and owned by PDT and third parties, in accordance with internal procedures, systems and legal requirements.
- 5.2** Whilst PDT shall remain the first owner of copyright in works produced by staff during the course of their employment, staff shall remain the authors of the works, upon which the duration of copyright shall be based. In these instances, wherever possible this information should be recorded.

Confidentiality

During your employment with Paddington Development Trust you have certain duties:

- Of confidentiality, covering general information about PDT's work, processes and procedures
- To act in good faith
- To act honestly
- Not to compete with PDT or its services

You must not disclose any confidential information arising out of your employment at any time, unless such disclosure is authorised by the Chief Executive or Deputy Chief Executive.

The CEO offers the following advice to help you protect sensitive or confidential information:

- Mark documents as confidential and envelopes as "private and confidential"
- Be aware when documents are at risk of exposure, for example, when photocopying, on view on your desk or PC screen
- Restrict the circulation of confidential documents
- When disposing of confidential documents ensure they are destroyed and not re-cycled

As a guide the type of confidential information which you are likely to come into contact with relates to financial, funding and business planning, members and staff personal matters.

