

Intellectual Property Policy

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#### Via Audit Committee

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#### Owner: Department of Engagement and Enterprise

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# Section A: Scope and Purpose

Please note that the definitions used in this Section and later in this Policy are explained in Section B (Definitions).

1. This document sets out the School’s policy on the ownership, protection, use and commercial exploitation of IP created by Employees and Students of, and Visitors to, the School in their activities at the School. The School wishes to work in collaboration with those who participate in the School’s activities to ensure that the maximum benefit can be derived by all of those involved.

Where relevant and appropriate, the School will use notices (e.g. copyright notices) to notify third parties of their rights.

This policy will be implemented fairly and transparently at all times.

This policy should be read in conjunction with the School’s other policies including:

* Handbook of Academic Regulations and Guidance (including section dealing with Assessment Offences and Academic Misconduct);
* Research Conduct and Ethics Handbook;
* Data Protection and Records Retention Policy.

1. The School’s key considerations concern the way in which copyright and performers’ rights relating to written materials, productions and recordings of Events held by and in the School are managed. In particular, the School wishes to be able to make use of audio and audio-visual recordings of selected seminars, lectures, meetings, workshops and performances for educational, publicity and other purposes and for these purposes will require Originators to assign or license their copyright and performers’ rights to the School (to the extent such rights are not already owned by the School) and waive their moral rights.
2. Commercial Exploitation of IP is another important consideration within the School’s overall policy. This document therefore sets out the basis on which such exploitation will be carried out in collaboration between the respective individual(s) and the School.
3. This Policy relates to all activities undertaken by Employees, Students, and/or Visitors (including Visiting Industry Professionals) at the School and/or funded by the School (whether or not taking place on the School’s premises) that entail the creation and use of IP.
4. This Policy includes protocols and model forms to provide the practical basis through which the Policy will be implemented.
5. This Policy applies to all IP created, made or devised on or after the date of approval on its cover and (where appropriate and as stated in this Policy) to IP in Recorded Material relating to Events taking place on or after that date.

# Section B: Definitions

Academic Board means the principal academic committee of the School, the membership and terms of reference of which are set out in the institutional Articles of Association.

Commercial Exploitation means any form of exploitation or commercialisation of IP including assignment, licensing or the disposal of any other interest, whether in return for cash or payment in kind or any other form of value, but does not include the delivery of courses by the School, whether on its own or in collaboration with a third party.

Commissioned Works means works which the School has specifically asked, contracted with or employed the individual concerned to produce, whether in return for a specific payment or not.

Employee means a member of staff employed by the School, whether they are academic, administrative, technical or other staff, and whether employed on a permanent, fixed-term, temporary or visiting lecturer contract.

Events refers to all events taking place at the School and/or funded by the School (whether or not taking place on the School’s premises) and involving Students, Employees and/or Visitors. These include without limitation literary, dramatic and/or musical performances, lectures, seminars, debates and presentations.

Governing Body means the body that is collectively responsible for overseeing the School’s activities, determining its future direction and fostering an environment in which its mission is achieved. It ensures compliance with the statutes, ordinances and provisions regulating Central’s framework of governance.

Incidental Use means only a small amount of unrestricted School funds has been used in circumstances in which IP has been created during the personal, unpaid time of the Originator, and in the creation of that IP only a small amount of time has been spent using School Resources or only insignificant School Resources have been used (such as use of office space, library and other general use information sources, personal computers and personal office equipment). In such instances the predominant time and resource will be those of the Originator and any external parties involved in the creation of the IP, and the generation of the IP will not fundamentally depend upon the School’s contribution. If those involved are unable to determine Incidental Use amongst themselves, the matter will be referred to the IP Committee.

Individually-based Assessment means an assessment listed in the course specification document for a course or programme run by the School that must be completed solely by the individual Student. Unless stated otherwise, all assessments are individually based.

Initial Period has the meaning set out in paragraph 5 of Schedule E.

IP means all copyright, performers’ rights, patents, rights in designs, trademarks, rights to prevent passing off, database rights, topography rights, know-how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

IP Committee means the School’s IP committee, the membership and terms of reference of which are outlined in Appendix A of this document.

Originator means the author, creator, inventor or other generator of IP who is an Employee or Student at the time of authorship, creation, invention or other generation. A Visitor or a Visiting Industry Professional may also be an Originator where the IP is generated in a way that entails more than Incidental Use of the School’s facilities and resources. There may be more than one Originator and the Originator may be a company rather than an individual.

Play means a dramatic work, including without limitation a dramatico-musical work.

Policy means this document, the Intellectual Property Policy, as amended and notified from time to time in accordance with its terms.

Production has the meaning set out in paragraph 4 of Schedule E.

Recorded Material means any record (whether analogue or digital) of an Event made on audio, visual, audio-visual, or written media (whether now known or hereafter invented) which is capable of being accessed at a later date, including without limitation, video tapes, audio tapes, DVDs, CDs, photographs, sketches, presentation materials, databases, word processed or manuscript documents and materials made for web-based distribution.

Royalty has the meaning set out in paragraph 10 of Schedule E.

Scholarly and Creative Materials means textbooks (unless such textbooks were developed using School-administered funds paid specifically to support textbook development in which case they are Teaching Materials), academic journal articles, conference papers and related presentations, books, monographs, edited collections, personal teaching aids, notes created only for personal use, theses and dissertations, artistic, musical or dramatic performances, designs, the creation of a character, literary works (including but not limited to popular non-fiction, novels, poems and Plays), works of fine art, but excludes any such materials or part of them which forms part of Teaching Materials or School Materials.

School means The Royal Central School of Speech and Drama, a company limited by guarantee, exempt charity and a Federal member of the University of London.

School Materials means any item in any medium which is produced for the School’s administrative purposes (including promotion and marketing of School courses, Student and staff recruitment, papers prepared for any internal committee or similar body, material included in any School handbook for Employees or Students) or any other School purpose and any item created by an Employee whose job description includes the creation of printed or electronic materials.

School Resources means any funds, facilities or resources (including equipment and consumables, use/supply of heat, light or power) of the School; another Employee of the School outside that individual’s personal, unpaid time; or use of the School’s name in the promotion of the work.

Student means any person registered as an undergraduate or postgraduate student of the School or following any other course at or delivered by the School.

Teaching Materials means any materials created at the School or created on behalf of the School that are primarily intended (whether by the School or by some third party) to be used or accessed by Students at any level, for the purposes of any course of study those Students are following including course guides, handouts (including annotated scores and manuscripts), instruction manuals and assessment and examination questions.

Tour Territory has the meaning set out in paragraph 5 of Schedule E.

UK Territory has the meaning set out in paragraph 5 of Schedule E.

VIP Agreement has the meaning set out in paragraph 1 of Section E.

Visiting Industry Professional means a person, persons or company engaged by the School in the production or commission of Scholarly and Creative Materials (for example, a writer or director).

Visitor means a person who is not an Employee or a Student but who participates in or attends an Event or other activity at and/or arranged by the School. Such persons may include, but are not limited to, visiting academics, visiting students, contractors, consultants, and persons from external organisations.

West End means the West End of London (as such term is understood in the theatre industry).

# Section C: Ownership of IP

1. The IP in all:
   1. works (including without limitation Teaching Materials and School Materials) generated by Employees in the course of their employment or pursuant to specifically-assigned duties with the School;
   2. works (including without limitation Teaching Materials and School Materials but excluding works described in paragraph 2(iii) of this Section C) generated by Employees outside the course of their employment but making more than Incidental Use of School Resources;
   3. Teaching Materials and School Materials generated by Students in the course of their studies; and
   4. Teaching Materials and School Materials generated by Visitors taking part in Events or other activities at the School or making more than Incidental Use of School Resources;

shall be owned by the School.

1. The ownership of IP in Scholarly and Creative Materials is as follows:
   1. Where Students have created their own course notes, learning aids or other personal learning materials they will own the IP.
   2. Where a Student is the sole Originator of Scholarly and Creative Materials (for instance designs, theses and dissertations) as part of an Individually-based Assessment they will own the IP.

Where Students originate, either solely or collaboratively with other students, Scholarly and Creative Materials not as part of the course of study, the students will own the IP.

Where Students have created Scholarly and Creative work on placements and attachments the placement/attachment host shall own the IP, unless otherwise agreed in writing.

* 1. Where Employees have created Scholarly and Creative Materials not in the course of their employment or pursuant to specifically-assigned duties with the School, they will own the IP.

Where Scholarly and Creative Materials are originated within a collaborative context, and/or with the involvement of one or more Visiting Industry Professionals, the IP Committee will be consulted to determine ownership of the IP in the light of the particular context.

Where any Scholarly and Creative Materials that have been generated by an Employee have been sponsored by or subject to funding requirements determined by a third party (for example, in the case of a research project or Open Access publishing), the ownership will be determined according to the terms of the agreement with that third party and notified to the School.

* 1. Whilst not claiming the ownership of IP in certain of the instances above (paragraph 2(i)-(iii), the School requires any Commercial Exploitation, at any time, of IP generated by way of these instances to be accounted for according to the provisions laid out in section D.
  2. Where the School has commissioned a Visiting Industry Professional, the Visiting Industry Professional shall own the relevant IP (i.e. that specifically related to their role and only their role) irrespective of the contribution of Students, Employees, Visitors or other Visiting Industry Professionals, in accordance with Section E (IP and Visiting Industry Professionals). Where the Visiting Industry Professional is an external company, the ownership of the IP shall be determined by the contract or memorandum with that external company. However, the IP in original Student Scholarly and Creative Work (e.g. designs and musical compositions) shall be owned by the Student. The original material of Visiting Industry Professionals will be appropriately attributed, referenced and cited from its published source within the students’ scholarly work.

Where there is more than one kind of IP involved, and/or doubt about the proper ownership of the IP in the particular context, the matter shall be referred to the IP Committee.

* 1. Where the School has commissioned multiple Visiting Industry Professionals for the same professional engagement and an individual’s contribution cannot be ascertained then the School will own the IP. Where there is any doubt the matter will be referred to the IP Committee.
  2. Where there is joint authorship of Scholarly and Creative Material, the IP will also be held jointly.

1. The provisions of paragraph 1 of this Section C (Ownership of IP) do not prevent Employees, Students and Visitors from:
   1. deriving commercial benefit from the IP in accordance with the provisions of Section D (Commercial Exploitation); or
   2. negotiating access for them to use IP they have generated, but which is owned by the School, to form part of their own educational or artistic portfolios to advance or benefit their own careers; such access to be agreed with the IP Committee.
2. The Originator will sign any documents which the School reasonably requests to ensure that all rights which belong to the School transfer to the School and that the Originator waives (to the extent possible) all moral rights which have arisen.
3. In circumstances where the Originator is the owner of the IP under paragraph 2 above, it shall (subject to the third paragraph of paragraph 2(iii)) grant to the School an irrevocable, perpetual, royalty-free, non-exclusive, worldwide licence to use the IP for the administrative, archival, promotional, educational and research purposes of the School, together with the right to sub-license such rights for the same purposes.In circumstances where the Originator is a Visiting Industry Professional, they shall grant the School rights to use of the IP in accordance with Section E (IP and Visiting Industry Professionals).
4. The provisions of this Policy dealing with ownership of IP may, subject to any pre-existing ownership structures, be waived or modified in any particular case by notice given by the School, in writing by the Chair of the IP Committee, to those concerned at the School’s discretion.

# Section D: Commercial Exploitation

1. There is no legally binding obligation on an employer to reward or compensate an employee for IP generated by that person in the course of his or her usual duties; this is left to the employer’s discretion. In the first instance, negotiation concerning reward for IP at the School will be managed by its IP Committee in liaison with the relevant School officers. The Employee, Student and/or Visitor will have a right on appeal in accordance with Section F (Dispute Procedure). The exception to this process is where a granted patent is of “outstanding benefit” to the employer. In such cases the employee is entitled to receive a reward (compensation) in respect of his or her IP.
2. The School wishes to encourage the commercialisation of IP and incentivise Employees and Students in seeking the commercialisation of IP generated at or funded by the School (whether or not taking place on the School’s premises), subject to the consent of the School where it owns the IP (see paragraph 10 below). To that end the School does not seek to recover costs incurred in generating IP where such costs are part of ordinary curriculum activity and Events. However, the School will recover costs associated with further Commercial Exploitation of the IP.
3. Although there may be few circumstances in which there is a realistic prospect of Commercial Exploitation of IP generated at the School by an Employee, Student or Visitor, at least four specific aspects of the School’s work may provide opportunities for Commercial Exploitation:
   1. Technical developments or innovations relating to the staging or production of literary, dramatic, musical or artistic activities;
   2. A production or other dramatic output realised at or initiated by the School;
   3. Innovative educational programmes with wider applications (for example, by way of distance learning techniques); and
   4. New courses that may be delivered on a commercial basis elsewhere.

Originators must notify the IP Committee immediately if they believe they are developing or have developed IP potentially capable of Commercial Exploitation or registration (such as a patent or trade mark). Originators must keep such IP confidential if so required by the IP Committee.

1. Any payments to Employees, Students or Visitors for Commercial Exploitation of IP will be at the discretion of the School and subject to negotiation between the School and the Originator(s). However, in the event that IP generated by an Employee, Student or Visitor to which the provisions of Section C (Ownership of IP) are applicable becomes the subject of Commercial Exploitation, any Net Revenue (defined in paragraph 5 below) derived from such exploitation will normally be divided between the Originator(s) and the School (irrespective of the input of the School and/or the Originators in obtaining the commercial return)according to the following table, unless something else has been agreed by the School.

|  |  |  |
| --- | --- | --- |
| Net Revenue arising from Commercial Exploitation | Originator share (inclusive of VAT costs) | School share |
| Less than £5,000 | 100% | 0% |
| £5,001 to £10,000 | 90% | 10% |
| £10,001 to £30,000 | 70% | 30% |
| £30,001 to £80,000 | 50% | 50% |
| £80,001 to £150,000 | 40% | 60% |
| Over £150,000 | 35% | 65% |

1. Net Revenue is defined as the amounts received by the School from Commercial Exploitation of IP after the deduction of:
   1. direct costs incurred by the School associated with obtaining the commercial return (e.g. registration and legal costs and any other expenses associated with the protection and exploitation of the IP in question; and costs associated with the production of the material itself);
   2. any VAT or other sales taxes payable;
   3. any share payable to a third party with a stake in the IP; and
   4. any amounts paid to third parties for licences to use content.
2. For the avoidance of doubt, the table sets out a cumulative process; i.e. if the IP which is subject to Commercial Exploitation creates a Net Revenue of £100,000 in total then:
   1. the Originator’s share would be 100% of £5,000, plus 90% of £5,000, plus 70% of £20,000, plus 50% of £50,000, plus 40% of £20,000, giving a total of £56,500; and
   2. the School’s share would be 0% of £5,000, plus 10% of £5,000, plus 30% of £20,000, plus 50% of £50,000, plus 60% of £20,000, giving a total of £43,500.
3. Where the commercial exploitation utilises IP generated by more than one contributor, the distribution of the Originator’s share between the contributors will be determined by the School, whose decision will be final.
4. Any arrangements different from that outlined above will be at the discretion of the School but will generally be the result of negotiation between the Originator and the School, managed in the first instance by the IP Committee. Such negotiations shall take into account any arrangements whereby the Originators (if there is more than one) agree something other than an equal split of any revenues between themselves.
5. Where the School pays a Net Revenue share it will keep accounts, provide statements on an annual basis and permit periodic audits of those accounts by a suitably qualified professional accountant.
6. If the School decides it has no interest in seeking Commercial Exploitation of the IP it owns, it has the discretion to assign or license the IP to the Originator on such terms and conditions as the School shall determine, which may include the granting of a non-exclusive licence to the School for non-commercial purposes. Likewise an Originator, Employee, Student or other party may apply to exploit IP owned by the School. Such application should be made to the IP Committee, which will determine whether consent is granted, and the terms of such consent. In any such instance Commercial Exploitation is contingent upon a licence being granted or assignment being entered into.

## Missing Originator(s)

1. Each individual, who may be entitled to payments under the School’s revenue sharing arrangements as an Originator and who is no longer an Employee or Student, must ensure that the School is notified in writing at all times of his or her current address to where any revenue payments due to him or her may be sent. If the School is not given such current address details then they will be deemed to be a missing Originator and all unclaimed revenue payments for such a missing Originator may be invested in a deposit account until such revenue payments are claimed. The School will not be a trustee of any such unclaimed revenue payments. The School will notwithstanding the above make reasonable attempts to contact the missing Originator.
2. Any revenue payments remaining unclaimed for 3 years from the date the revenue is received by the School will, after that date, be forfeited and will revert to the School, which will distribute such revenue payments plus any net interest actually earned between any others entitled to share in such revenue stream, excluding the missing Originator(s) who shall thereupon cease to be entitled to any such payments.

## Tax and National Insurance

1. All payments to be made to Originator(s) by the School pursuant to this Section D will be subject to deduction of income tax and national insurance at source if applicable.
2. If an Originator is not or is no longer an Employee then before the School makes any payment to him or her the School will require (subject to the directives of HM Revenue & Customs, as they are updated from time to time):
   1. a written confirmation from the Originator that he or she will declare such payment on all relevant tax returns and indemnify the School against any tax, national insurance, interest and penalties payable in respect of such payment; and
   2. actual payment of any known or reasonably anticipated tax, national insurance, interest and penalties which may arise in respect of such payment.

# Section E: IP and Visiting Industry Professionals

1. When engaging any Visiting Industry Professional in the production of Scholarly and Creative Material, there must be an agreement between that Visiting Industry Professional and the School in respect of IP and possible future Commercial Exploitation of such Scholarly and Creative Material (the “VIP Agreement”).
2. The Visiting Industry Professional’s ownership of the IP in such Scholarly and Creative Material is set out in Section C paragraph 2(v). Where there is any doubt, the matter shall be referred to the IP Committee.

## Grant of Rights (Productions)

1. This Section E sets out the School’s standard and preferred position on the grant of rights in relation to productions of Plays or other dramatic output by Originators working as Visiting Industry Professionals and shall be reflected in the VIP Agreement. This may be varied by negotiation with the agreement of the IP Committee.
2. The Visiting Industry Professional will grant to the School the right to present the Play or other dramatic output publically at The Royal Central School of Speech and Drama, Swiss Cottage (or an alternative venue) as assessed or non-assessed coursework in a Student production/assessment open to the public (the “Production”).
3. Subsequently the Visiting Industry Professional will grant to the School the right to present the Production, including with professionals (e.g. alumni or graduate company members), as follows:
   1. exclusively in the UK other than the West End (the “UK Territory”); and
   2. non-exclusively in play venues abroad only so long as these are named in the tour schedule issued by the agreed date in the production schedule (the “Tour Territory”).

These rights will start from the date of the decision to produce the Production and shall continue for the shorter of (i) 12 months from the first full public performance in the relevant territory, and (ii) 20 months from the date of the decision to produce (the “Initial Period”).

1. The Visiting Professional will grant the School the following options in relation to the territories:
   1. the option to purchase for an agreed sum the exclusive right to present the Production substantially in its original production in the UK Territory for 12 months immediately following the Initial Period, subject to the terms and conditions agreed in the VIP Agreement. This payment shall be additional to and not on account of any royalties payable under the terms of the VIP Agreement; and
   2. the option to purchase for an agreed sum the non-exclusive right to present the Production substantially in its original production in the Tour Territories for each 12 month period following the Initial Period or the end of any further period agreed pursuant to paragraph 6(i) above, subject to the terms and conditions agreed in the VIP Agreement, provided that the total period of rights granted to the School pursuant to this paragraph 6(ii) shall not exceed 3 years from the date of the first full performance of the Production in the relevant territory. These payments shall be additional to and not on account of any royalties payable under the terms of this VIP Agreement.

‘Substantially in its original production’ shall mean a production with the same director, designer and at least 50% of the cast.

Each option must be exercised by the School no later than 3 months before the Initial Period or any further period of rights pursuant to paragraph 6(i) or (ii) above expires, failing which all rights to the Production shall revert to the Visiting Industry Professional (or the applicable rights-holder).

1. If the School produces the Production during any further rights period other than the Initial Period, the School shall pay to the Visiting Industry Professional a royalty at the rate set out below.
2. If:
   1. there is no first full performance of the Production within the Initial Period; or
   2. the School notifies the Visiting Industry Professional that it does not wish to exercise its option or otherwise decides not to present the Production,

the rights to the Production shall immediately revert in full to the Visiting Industry Professional (or the applicable rights-holder) and any outstanding fees including interest (where applicable) shall be paid in full.

1. In the event of insolvency or liquidation of the School (except for the purposes of immediate reconstruction or amalgamation), any voluntary arrangement with its creditors, or the appointment of an administrator (or receiver), the rights to the Production granted to the School shall lapse and revert in full to the Visiting Industry Professional.

## Royalties (Productions)

1. In addition to the agreed sum, the School will pay to the Visiting Industry Professional a royalty of 12% of net box office receipts or payments in lieu of box office (“Royalty”). This will be over and above the first £1,000 of net income (i.e. the School’s share of net box office receipts and any other income actually received by the School in connection with any performances of the Production including, but not limited to, programme sales).
2. The School agrees to inform the Visiting Industry Professional in writing when the net income reaches £1,000 and to provide a statement certified by the School. The Royalty shall (if applicable) be payable to the Visiting Industry Professional within 30 days of last performance of the Production in each month in which performances are given and shall be accompanied by a statement of the net box office certified by the School.
3. For the purposes of the above ‘net box office receipts’ shall be defined as the actual gross box office receipts from the sale or admission of each public performance of the Production to the paying public less any library and credit card discounts, commissions or party bookings and government imposed taxes (including VAT) and such other deductions as are industry standard in the applicable territory.

# Section F: Management Arrangements

1. Transfer (assignment) of IP in relation to productions, performances, workshops, lectures, seminars and all other Events and other activities where IP is generated as described in Section C (Ownership of IP) paragraph 1 above, will be effected by one of the means described below, by which individuals assign their rights to the School or otherwise.
   1. Students will, through registering for their course, agree to the conditions of this Policy. That statement (refer to Appendix C) will detail the assignment of IP to the School and will note that where students are performers, they will consent to any use of their performances made by or with the authority of the School.
   2. Future Employees will be asked to sign a contract of employment at the commencement of their period of employment that provides for the assignment of IP, to which the School is entitled under this Policy. Existing Employees will be asked to sign the agreement in the form of the document set out in Appendix B:5 .
   3. Students, Employees and Visitors are subject to the Policy and will execute such documents as may be necessary to give effect to its terms.
   4. Audience members will be informed by way of the model Audience Notification and Consent Form set out in Appendix B-1 that Events or other activities may be recorded by the School and those recordings may be used at the School’s discretion. On the basis of such notification, their attendance at the Event shall signify their consent to being recorded and the School’s later use of such recordings. The notification will advise audience members that if they do not wish to be recorded, they should not participate/attend.[[1]](#footnote-2) the Event or Activity. In certain circumstances, audience members and other Visitors may be required to sign the model Release Form set out in Appendix B-4. Release forms should be signed by each member of the public who is filmed. A photograph should also be taken of the person and stapled to the signed release. The parental/guardian slip needs to be signed in addition to the release if the person signing the release is under the age of 18.

## Recorded Material

1. This paragraph sets out the general principles which apply to the School’s use of Recorded Material.
   1. The School will normally arrange for the recording of Events and all rights to the Recorded Material will belong to the School.
   2. The Recorded Material may be used by the School, indicatively:
      * + 1. as an archive record of a production/performance;
          2. as evidence of achievement within the assessment process (in the case of curriculum-based activity);
          3. as part of the marketing or publicity activities of the School (for example, the use of images in the prospectus and audio-visual clips on websites);
          4. for research purposes, where the researcher has a legitimate interest and agrees not to publish the Recorded Material without permission (see paragraph 3 for arrangements for seeking permission for wider publication);
          5. for teaching purposes at or by the School; and
          6. for any legal requirement which the School is obliged to comply with.
   3. Use of the Recorded Material will be at the discretion of the School.
   4. If the use of the Recorded Material leads to a financial benefit the School will consider whether such benefit should extend to participants (other than those who may be Originators).
   5. Those responsible for recording the activity (i.e. photographers, camera operators/directors and documenters) will not retain any rights to the material and the originals of all Recorded Material shall be owned by the School. If required, such persons shall sign the model General IP Assignment Form on page [21] of this Policy.
   6. Those responsible for recording the activity are expected to take all reasonable steps to identify and obtain releases from any audience members, bystanders or other accidental participants who have not already agreed to transfer their rights to the School and give their consent to recording. A model Release Form is provided on page [23] of this Policy and a model General IP Assignment Form for Visitors is provided on page [22] of this Policy. Payment of any agreed fees to those persons making the recordings will be contingent upon fulfilment of this condition.
   7. Where Scholarly and Creative Materials are presented or referred to as part of an Event or other activity and the IP in such Scholarly and Creative Materials is not owned by the School, the owner of such IP is deemed to give its consent to the School to record the Event or other activity or use the Recorded Material including any passages quoted from Scholarly and Creative Materials.

## Wider publication

1. Where a third party seeks the School’s permission to use Recorded Material, such permission may only be granted with the consent of the Originator or other such participant, if so required. The School will be entitled to charge the third party fees to recover the costs involved in obtaining any necessary consents in such circumstances and will be entitled to refuse permission if the process of obtaining consent is likely to prove too onerous. In cases where the School owns the IP, the School may decide to grant permission, if it deems that a legitimate interest is served, in the event of not receiving a response from or being unable to make contact with any individual whose consent is required (after taking reasonable steps so to do) but may require the third party to indemnify the School against any claim or loss arising in relation to that individual’s work or performance. No permission to use the Recorded Material will be given if the relevant individual(s) withhold(s) his or her consent.

## Commercial exploitation

1. Employees should identify opportunities for Commercial Exploitation of IP where possible and appropriate, referring such opportunities to the IP Committee. Where Recorded Material appears suitable for Commercial Exploitation it will be the responsibility of the Originator to approach the IP Committee to seek the School’s permission prior to any dissemination of the Recorded Material.

## Rental right

1. Where an author or performer transfers their rental right concerning a sound recording or Film to the sound recording or film producer, the author or performer retains a right to equitable remuneration for the rental. It is payable by the person for the time being entitled to the rental right (i.e. the person to whom the right was transferred or any successor in title of theirs). The right to such remuneration is inalienable. Any person who wishes to exploit any downstream products concerning the sound recording or Film by rental will be expected to assume the liability for equitable remuneration. In so far as the School is liable, the equitable remuneration shall be treated as part and parcel of any payments arising under the net revenue sharing formula provided in Section D of this Policy.

# Section G: Dispute Procedure

1. If there is any dispute in relation to a matter arising out of this Policy or in relation to the interpretation of this Policy then it will be referred in the first instance tothe Chair of the IP Committee.
2. If s/he is unable to reach a decision or if his/her decision remains disputed by the relevant Originator(s) or if there is no Originator involved in the dispute or request for interpretation then the matter will be referred to the Deputy Principal.
3. If a party to the dispute disagrees with such decision, that party shall have a right of appeal to the Grievance Panel whose decision on the matter shall be final. The Grievance Panel will be established with reference to the School’s usual procedures in this respect, such that the chair and panel members will not have prior involvement in matters directly relating to the case.
4. If the Chair of the IP Committee refers an IP matter of their own to the Dispute Procedure, the matter will be handled by the Deputy Principal, with escalation to the Principal as required. If the Deputy Principal refers an IP matter of their own to the Dispute Procedure, the matter will be handled by the Principal.
5. At the discretion of the School, at any stage expert determination may be suggested as an alternative and proceeded with provided that all parties agree, in circumstances where expert determination would be appropriate, for example, in relation to the determination of an appropriate royalty.
6. Nothing in this Section G is intended to deprive the School from seeking an injunction or other form of emergency relief from a court at any time.

# Section H: Miscellaneous Provisions

1. The School is aware of the importance of Students and Employees being able to make use of Recorded Material to further their careers. The School therefore considers that agreement to the use of Recorded Material for this purpose should not be unreasonably withheld. Agreement must be sought in writing from the Chair of the IP Committee. If agreement is withheld (for reasons which must be made clear in writing at the time) the individual shall have the right of appeal as set out in Section G (Dispute Procedure).
2. The School may make regulations:
   1. ensuring that this Policy is fully reflected in the appropriate constitutional documents relating to the School;
   2. providing for this Policy to be fully reflected in the employment contracts of all Employees;
   3. providing for this Policy to be fully reflected, where relevant, in all other contracts involving work carried out on behalf of or paid for by the School;
   4. requiring Students and such other persons as may be specified in the regulations to endorse any permission and/or release forms provided to implement this Policy and to waive any moral rights they may have in respect of the content of Events, activities or Recorded Material; and
   5. generally for the purposes of this Policy.
3. Any person bound by this Policy must alert the Chair of the IP Committeeimmediately on suspecting or becoming aware of an infringement of IP being either:
   1. an infringement of IP owned in whole or in part by the School; or
   2. the School’s infringement of IP owned by a third party.
4. The School shall consider requests from Employees or Students for a licence to use IP owned by the School. The decision and any terms of any such licence is wholly a matter of discretion for the School.
5. Any breach of this Policy may be considered a disciplinary matter for Employees and Students under the normal procedures and the School may also consider legal action.
6. Students, Employees and Visitors are responsible for ensuring that any third party owned IP incorporated into any of their work is identified and licensed (if so required).

# Appendix A: Intellectual Property Committee

**Membership**

|  |  |
| --- | --- |
| Role |  |
| Director of Engagement and Enterprise | Chair |
| Director of Research | Chair for any item in which the Director of Engagement and Enterprise has a personal interest |
| Head of Library Services |  |
| Head of Human Resources |  |
| Head of Finance |  |
| At least two members of academic staff, nominated by the Chair, one of whom will be an Early Career Researcher |  |

**Quorum**  
Three, including the Director of Engagement and Enterprise.

**Frequency of meetings**  
  
As required, but at least one per annum.

**Terms of Reference**

1. To make recommendations to the Governing Body on the ownership, associated rights, and commercial exploitation of intellectual property generated by employees, students and visitors of the School.
2. To review on an annual basis and recommend to the Governing Body and Academic Board the School’s Intellectual Property Policy.
3. To advise the Governing Body and Academic Board of the implications and risks to the School of any relevant legislative changes.
4. To provide regular monitoring reports to the Governing Body and Academic Board on the implementation of relevant policies across the School.
5. To recommend to the Governing Body and Academic Board guidelines on related issues within the context of the School’s Intellectual Property Policy and related policies.
6. To handle disputes arising under this Policy in accordance with Section G.

# Appendix B: Form Templates

|  |  |  |  |
| --- | --- | --- | --- |
| APPENDIX B:1 | | | |
| RCSSD_Black & White_40-70mm | | | |
| The Royal Central School of Speech and Drama  University of London  Eton Avenue  London  NW3 3HY | | | |
| AUDIENCE NOTIFICATION AND CONSENT | | | |
| Title of Event/Activity: | |  | |
| Date of Event/Activity: | |  | |
| The above Event or Activity you are attending may be recorded for later use by The Royal Central School of Speech and Drama (the School), including without limitation for commercial, administrative, archival, promotional, educational and/or research purposes, and for publication on the School’s website. By being present in the audience for this Event or Activity, you irrevocably consent to being included in the School’s recording. You further irrevocably and unconditionally grant to the School all consents which may be required for the School’s use of your image and/or voice as part of such recording by all means and in all media whether now known or hereafter invented throughout the world for the full period of copyright (including all extensions, revivals, reversions and/or renewals) in perpetuity. | |
| If you do not wish your image or words to be recorded, archived and/or published in this way, you should not attend this Event/Activity. | |
| This notification aligns with the School’s Intellectual Property Policy, a copy of which is available on the School’s website (www.cssd.ac.uk). | |
| Signature: | |  | |
| Name (printed): | |  | |
| Date: | |  | |
|  | |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| APPENDIX B:2 | | | |
| RCSSD_Black & White_40-70mm | | | |
| The Royal Central School of Speech and Drama  University of London  Eton Avenue  London  NW3 3HY | | | |
| GENERAL IP ASSIGNMENT FORMDOCUMENTING AND RECORDING BY CONTRACTORS | | | |
| Title of Event/Activity: | |  | |
| Date(s) of Event/Activity: | |  | |
| This confirms that I agree to supply The Royal Central School of Speech and Drama (the School) with my services in relation to the documenting and/or recording (through photography, video recording, sound recording or any other means) of the above-named Event/Activity (the “Services”). | |
| In consideration of the payment to me of the fee of [*£00·00 (pounds)* (the adequacy and receipt of which I hereby acknowledge) whether paid before or after the date of this assignment)], I hereby assign (including by way of present assignment of future copyright) to the School with full title guarantee all copyright and any and all other intellectual property rights, rights and interests whatsoever in all media (whether now known or hereafter invented) in the products of my Services and any material created pursuant to my Services (whether produced before or after the date of this assignment) throughout the world for the full legal term of those rights (and all revivals, renewals and extensions of those rights) and waive, to the extent permitted by law, all moral and other rights in them which are incapable of being assigned. This assignment includes the right to take proceedings for past infringements in respect of such copyright and other rights and to recover damages and exercise all other remedies in relation to such infringements. | |
| I understand that where appropriate the School may accord me credit in relation to the use of my work but the School shall not be liable for any failure to do so. | |
| I agree that the School shall own all original materials generated in the documenting/recording of the event/activity, and I shall make arrangements to lodge the original materials with the Chair of the IP Committee (or the Chair’s designated representative) on conclusion of the work for which I have been contracted. | |
| I understand that this agreement aligns with the School’s Intellectual Property Policy, a copy of which is available on the School’s website (www.cssd.ac.uk). | |
| Signature: | |  | |
| Name (printed): | |  | |
| Date: | |  | |
| Organisation: | |  | |
| Address: | |  | |
| Email: | |  | |
| Telephone: | |  | |
| APPENDIX B:3 | | | |
| RCSSD_Black & White_40-70mm | | | |
| The Royal Central School of Speech and Drama  University of London  Eton Avenue  London  NW3 3HY | | | |
| GENERAL IP ASSIGNMENT FORMVisitors | | | |
| Title of Event/Activity: | |  | |
| Date(s) of Event/Activity: | |  | |
| In consideration of [the payment to me of the fee of [*£00·00 (pounds)*]], I hereby assign to The Royal Central School of Speech and Drama (the School) with full title guarantee all present and future IP (as defined below) of any nature and all rights therein in all media (whether now known or hereafter invented) in the products of any services that I render and any other material created by me (whether before or after the date of this assignment) in the course of or for the purposes of my participation in the above event/activity throughout the world for the full period of those rights and waive, to the extent permitted by law, all moral and other rights in them which are incapable of being assigned. This assignment includes the right to take proceedings for past infringements in respect of the IP and to recover damages and to exercise all other remedies in relation to such infringements. | |
| I understand that where appropriate the School may accord me credit in relation to the use of my work but the School shall not be liable for any inadvertent failure to do so. | |
| I understand that this agreement aligns with the School’s Intellectual Property Policy, a copy of which is available on the School’s website. | |
| For the purposes of this document:  “IP” means all copyright, performers’ rights, patents, rights in designs, trade marks, rights to prevent passing off, database rights, topography rights, know how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all revivals, extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world. | |
| Signature: | |  | |
| Name (printed): | |  | |
| Date: | |  | |
| Organisation: | |  | |
| Address: | |  | |
| Email: | |  | |
| Telephone: | |  | |
| APPENDIX B:4 | | | |
| RCSSD_Black & White_40-70mm | | | |
| The Royal Central School of Speech and Drama  University of London  Eton Avenue  London  NW3 3HY | | | |
| LIMITED PERMISSION & RELEASE FORMVisitors | | | |
| Title of Event/Activity: | |  | |
| Date(s) of Event/Activity: | |  | |
| I understand that the above Event or Activity in which I am participating may be recorded for later use by The Royal Central School of Speech and Drama (the School), including without limitation for commercial, administrative, archival, promotional, educational and/or research purposes and for publication on the School’s website. In consideration of the sum of £1 (receipt and sufficiency of which I hereby acknowledge), I hereby irrevocably give permission to the School (including the School’s affiliates, successors in title, licensees and assigns) to record and reproduce my image and/or voice and to use my name, voice and image as part of such recording, in any manner whatsoever, by all means and in all media whether now known or hereafter invented throughout the world for the full period of copyright (including all extensions, revivals, reversions and/or renewals) in perpetuity. The School shall be entitled to cut, edit and otherwise use and exploit the recording as it deems fit. | |
| In connection with the foregoing, I hereby irrevocably assign to the School all rights in and to the products of my appearance and my performance in and in connection with the Event or Activity throughout the world in perpetuity and hereby give all consents necessary for the reproduction, exhibition, and exploitation of the such products without time limit throughout the world by all means and media (whether now known or hereafter invented). I irrevocably waive the benefits of and agree not to assert any provision of law known as “moral rights” or any similar laws of any jurisdiction.  I certify that I have the right to grant each and every right granted herein. I hereby waive any and all equitable and/or injunctive remedies in connection herewith and acknowledge that damages would be an adequate remedy for any breach by the School hereunder.  I understand that this agreement aligns with the School’s Intellectual Property Policy, a copy of which is available on the School’s website. | |
| Signature: | |  | |
| Name (printed): | |  | |
| Date: | |  | |
| Organisation: | |  | |
| Address: | |  | |
| Email: | |  | |
| Telephone: | |  | |

[CONSENT OF PARENT OR GUARDIAN

I am the parent or legal guardian of the minor (under 18 years old) who has executed the foregoing Limited Permission & Release Form, and I hereby give my express consent to his or her execution of this document and confirm the grant of rights set forth herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Name (Print)]

APPENDIX B:5

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RCSSD_Black & White_40-70mm | | | | |
| The Royal Central School of Speech and Drama  University of London  Eton Avenue  London  NW3 3HY  (“the School”) | | | | |
| IP ASSIGNMENT FORMEmployees | | | | |
| Date: | |  | | |
| In consideration of the sum of £1 (receipt and sufficiency of which I hereby acknowledge), I hereby assign to the School (to the extent that it does not already belong to the School pursuant to the Copyright, Designs and Patents Act 1988 by virtue of my employment) with full title guarantee the present and future IP of any nature in all media (whether now known or hereafter invented) in all works or other material and in all performances created or performed by me during the period of my employment with the School either:   * + - * 1. in the course of my employment with the School; or         2. otherwise than in the course of my employment with the School either in furtherance of my professional career or with more than Incidental Use of School Resources,   with the exception, however, of any Scholarly and Creative Materials created, compiled, edited or otherwise brought into existence by me in furtherance of my professional career unless or to the extent notified in writing to the contrary by the School (“the Excepted Items”). | | |
| In relation to any Excepted Items, I hereby grant to the School an irrevocable, perpetual, royalty-free, non-exclusive license to use those Scholarly and Creative Materials for the administrative, archival, promotional, educational and research purposes of the School in all media (whether now known or hereafter invented), together with the right to sub-license such rights for the same purposes. | | |
| In relation to all other works, and in relation to the use of the Excepted Items pursuant to that license, I hereby waive, to the extent permitted by law, all moral and other rights in them which are not capable of assignment. I understand that the School may accord me credit as author or performer where appropriate but the School shall not be liable for any failure to do so. In relation to performances, I consent to any use of my performances made by or with the authority of the School, and understand that I may be required to sign a release form to this effect. | | |
| All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the School and which are made or acquired by me in the course of my employment shall be the property of the School and (for the avoidance of doubt) any IP in them shall belong to the School. | | |
| For the purposes of this instrument –  “Incidental Use of School Resources” means minor, occasional and otherwise incidental use of rights (including the name), services, funds or facilities of the School where the predominant time and resource used are not those of the School and the generation or promotion of the IP does not depend upon the School’s contribution;  “IP” means all copyright, performers’ rights, patents, rights in designs, trade marks, rights to prevent passing off, database rights, topography rights, know how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world;  “Scholarly and Creative Materials” includes textbooks (unless such textbooks were developed using School-administered funds paid specifically to support textbook development in which case they are Teaching Materials), academic journal articles, conference papers and related presentations, personal teaching aids, notes created only for personal use, theses and dissertations, artistic, musical or dramatic performances, designs, the creation of a character, popular non-fiction, novels and poems, works of fine art, but excluding any such materials or part of them which forms part of Teaching Materials or School Materials;  “School Materials” means any item in any medium which is produced for the School’s administrative purposes (including promotion and marketing of School courses, Student and staff recruitment, papers prepared for any internal committee or similar body, material included in any School handbook for Employees or Students) or any other School purpose and any item created by an Employee whose job description includes the creation of printed or electronic materials;  “Teaching Materials” means any materials created at the School or created on behalf of the School that are primarily intended (whether by the School or by some third party) to be used or accessed by students at any level, for the purposes of any course of study those students are following including course guides, handouts (including annotated scores and manuscripts), instruction manuals and assessment and examination questions, course documents, materials and practice based work produced by me in the course of my employment for the purposes of the curriculum of a course run by the School and produced, used or disseminated by the School, as well as the outcomes from research, practice based work and commissions specifically funded and supported by the School. | | |
| The terms set out above shall be a variation of my contract of employment with the School which, subject to that variation, shall continue in full force and effect  Yours faithfully | | |
| Signature: | | |  | |
| Name (printed): | | |  | |
| Date: | | |  | |
| Positions Held: | | |  | |
| Address: | | |  | |
| Email: | | |  | |
| Telephone: | | |  | |
| The above is agreed for and on behalf of The Royal Central School of Speech And Drama | | | | |
|  | | |  | |

# Appendix C: Intellectual Property (IP) and Recorded Rights Statement for Regulations

The following statement shall be placed within the School’s Handbook of Academic Regulations and linked to enrolment information.

The following is applicable to all Students registered on any course of study at the School, and by registering at the School Students agree to the following:

1. Intellectual Property (IP) in all work generated by Students in the course of their studies shall be owned by the School with the following exceptions:
   1. Where Students have created their own course notes, learning aids or other personal learning materials they will own the IP.
   2. Where Students are the sole Originator of Scholarly and Creative Materials (for instance designs, theses and dissertations) as part of an Individually-based Assessment they will own the IP.
2. Where Students originate Scholarly and Creative Materials in partnership with one or more other students as part of their course of study (not including Visiting Industry Professionals), the School shall own the IP.
3. Where Students originate either solely or collaboratively with other students Scholarly and Creative Materials not as part of the course of study but using more than Incidental Use of School Resources then the School will own the IP.

Where the student is the owner of the IP they shall grant to the School an irrevocable, royalty-free, non-exclusive license to use the IP for the administrative, archival, promotional, educational and research purposes of the School, together with the right to sub-license such rights for the same purposes.

## Recorded rights

The School will normally arrange for the recording of Events and all rights to the Recorded Material will belong to the School.

For example, the Recorded Material may be used:

1. as an archive record of a production/performance;
2. as evidence of achievement within the assessment process (in the case of curriculum-based activity);
3. as part of the marketing or publicity activities of the School (for example, the use of images in the prospectus and audio-visual clips on websites);
4. for research purposes,
5. for teaching purposes at or by the School; and
6. for any legal requirement which the School is obliged to comply with.

## Definitions

Student means any person registered as an undergraduate or postgraduate student of the School or following any other course at or delivered by the School.

Originator means the author, creator, inventor or other generator of IP who is an Employee or Student at the time of authorship, creation, invention or other generation.

Scholarly and Creative Materials includes textbooks (unless such textbooks were developed using School-administered funds paid specifically to support textbook development in which case they are Teaching Materials), academic journal articles, conference papers and related presentations, personal teaching aids, notes created only for personal use, theses and dissertations, artistic, musical or dramatic performances, designs, the creation of a character, popular non-fiction, novels and poems, works of fine art, but excluding any such materials or part of them which forms part of Teaching Materials or School Materials.

Recorded Material means any record (whether analogue or digital) of an Event made on audio, visual, audio-visual, or written media which is capable of being accessed at a later date, including without limitation, video tapes, audio tapes, DVDs, CDs, photographs, sketches, presentation materials, databases, word processed or manuscript documents and materials made for web-based distribution.

Teaching Materials means any materials created at the School or created on behalf of the School that are primarily intended (whether by the School or by some third party) to be used or accessed by Students at any level, for the purposes of any course of study those Students are following including course guides, handouts (including annotated scores and manuscripts), instruction manuals and assessment and examination questions.

School Materials means any item in any medium which is produced for the School’s administrative purposes (including promotion and marketing of School courses, Student and staff recruitment, papers prepared for any internal committee or similar body, material included in any School handbook for Employees or Students) or any other School purpose and any item created by an Employee whose job description includes the creation of printed or electronic materials.

School Resources means any funds, facilities or resources (including equipment and consumables, use/supply of heat, light or power) of the School; another Employee of the School outside that individual’s personal, unpaid time; or use of the School’s name in the promotion of the work.

Incidental Use means only a small amount of unrestricted School funds has been used in circumstances in which IP has been created during the personal, unpaid time of the Originator, and in the creation of that IP only a small amount of time has been spent using School Resources or only insignificant School Resources have been used (such as use of office space, library and other general use information sources, personal computers and personal office equipment).

Individually-based Assessment means an assessment listed in the course specification document for a course or programme run by the School that must be completed solely by the individual Student. Unless stated otherwise, all assessments are individually based.

1. When recording in public locations where members of the public are likely to be caught on camera, a number of Audience Notification and Consent Forms should be placed around the venue/site. The signs do not replace the use of a Release Form, and no person should be “focused on” without the Release Form being signed. [↑](#footnote-ref-2)