Intellectual Property Policy

Updates: Clarification that term 'staff' covers both salaried and hourly-paid employees and workers (Introduction and Item 1)	
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Lead Contact	Laura Naldrett, Head of HR
Approval by	Audit (Via REP)

Intellectual Property Policy

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Introduction

The Place's Intellectual Property (IP) Policy Statement outlines the rights and responsibilities of The Place and its staff (including all Salaried and Hourly Paid Employees or Workers), students and freelance artists in respect of IP that they create and use, either alone or with others, during their time with the organisation.

The Place aims to the ensure that IP rights are applied in a consistent manner that is mutually beneficial to The Place and its staff, and in a way that protects the legal rights of all parties in line with current legislation.

As such, the objectives of this policy are to:

- Clarify the IP rights of The Place and its staff, students and freelance artists in order to avoid misunderstanding and disputes
- Support the successful exploitation of IP at The Place, to benefit The Place and the wider community
- Preserve and promote the dissemination, of any research outputs
- Support partnerships between The Place and other parties which involve the generation of new IP
- Confirm The Place's commitment to preserving the IP rights of others and the responsibility of its staff to do so.

Staff, students and freelance artists at The Place are responsible for ensuring that they comply with the IP Policy in respect of the IP they create and use during their time with the organization.

Intellectual Property Defined

Intellectual property (IP) refers to creations of the mind such as;

- **Copyrights** (including without limitation rights in all original literary, dramatic, musical or artistic works, sound recording, films or broadcasts, typographical arrangement and performances, and also including, without limitation, an irrevocable licence to use the name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette or voice of any performer)
- **Design rights**
- **Patents**
- **Trademarks**
- **Trade Secrets**
- **Any other intellectual property right** of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and right to apply for the same)

It is protected by the following legislation:

- Trade Marks Act 1994
- The Patents Act 1977
- Registered Designs Act 1949
- Copyright, Designs and Patents Act 1988

Part 1 – Staff (including all Salaried and Hourly Paid Employees or Workers) Who Owns Intellectual Property?

The Place owns the IP that its staff create during the course of their employment in accordance with the legislation above, except in instances where the IP created is wholly unconnected with the employee's employment at The Place.

Where IP rights are not automatically transferred to The Place, staff will need to do everything necessary to assist in their transfer, and to assist in any application for The Place or its nominee to obtain, maintain, protect, enforce or exploit its IP rights in accordance with IP legislation.

When using works produced by other people inside or outside The Place, staff must ensure that IP rights are respected.

Where staff produce works in the course of their employment which could be commercially exploited, staff must inform their line manager and record this on the central IP log and must not exploit the work for personal gain without The Place's permission.

What can The Place do with Intellectual Property?

As the IP owner, The Place can use material produced by its staff during the course of their employment for its own purposes. Limitations to this apply in the following cases

Research:

The Place will not interfere with the publication of research outputs by staff provided the following conditions are met:

- The IP rights of research subjects and fellow researchers must be respected
- Appropriate acknowledgement and credit should be given for all contributions to a research project, including recognition in publications and grant applications
- Legal, regulatory and contractual obligations, including obligations to research funders and any conditions imposed as part of the approval research, must be met.
- The Place will consult with the staff affected before commercially exploiting research outputs

Moral Rights:

The Places acknowledges the moral rights of its staff with respect to IP under the Copyright, Designs and Patents Act 1988. This includes, the right to be identified as the author of a work, the right to object to derogatory treatment of the work, the right to object to false attribution and the right to privacy of certain photographs and films.

Performers' Rights:

The Place recognises that staff will own performers' rights in the delivery of their lectures, presentations and performances. The Place will not record lectures, presentations or performance without the permission of the presenter(s)/performer(s).

Permitted use of staff members' own IP:

The Place recognises that staff may have developed teaching or other materials independently in which case the staff, and not The Place, will own the IP in the materials. The Place will never require staff members to use their own independently-developed IP on our behalf but does need to provide for situations in which staff members choose voluntarily to rely on such materials.

Where any staff member chooses to make available or present to students any teaching and learning materials (for example, lecture notes and presentations) in which the staff member themselves own IP The Place and the students shall have the irrevocable non-exclusive

royalty-free worldwide right in perpetuity to use such materials in connection with that programme of study and successor programmes, both during and after the creator's employment by The Place. The Place will endeavour to acknowledge the original creator of any materials except in cases of multiple revisions of the materials.

If a staff member chooses to use, or consents to the use of, their own IP in the course of their employment with The Place, 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 The Place (or developed for use under collaborative arrangements with third parties), by or with the consent of the staff member, then The Place 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 The Place.

Disputes and Appeals:

Any serious issues or problems deriving from the ownership of IP will be dealt with through the Grievance policy or the Disciplinary policy.

Part 2: Students

As a general principle The Place recognises the student as owner of any IP they produce while a registered student of London Contemporary Dance School. This principle may be subject to variation in the case of collaborative work or other exceptional circumstances.

Collaborative work

Collaboration between students and academic staff and between students and sponsors may be subject to revenue-sharing arrangements.

Requests for assignment of IP in collaborative work between students and their supervisors will be made by the student's supervisor in consultation with the Head of the programme in order to cover any potential revenue-sharing by the student or supervisor, or commercial exploitation (where there would be a claim by The Place) at the start of the project.

An agreement on IP must be established at the outset of the student project. In the case of a project that derives from the IP of academic staff or involves substantial collaboration with academic staff, The Place will retain ownership of individual IP arising during or from the project.

IP in Students' Creative Work

Each student grants to The Place 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:

- IP generated by the student in the course of his/her studies at London Contemporary Dance School;
- images of any IP created by the student or by The Place that are captured in the course of his/her studies at London Contemporary Dance School;
- IP in any thesis or dissertation submitted to London Contemporary Dance School for the award of a degree.

Performers' Rights

The Place 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 The Place 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 The Place.

For the avoidance of doubt the copyright in all such artistic works shall remain with the student and any reproduction by The Place intended for commercial purposes will be subject to an individual licence to be negotiated with the student.

Duration of student agreements on IP

Any right to revenue which may accrue under The Place's IP regulations to students who are or were registered at London Contemporary Dance School and any obligation to assist The Place in the exploitation of the IP at The Place's expense shall continue in force and effect for the duration of the IP.

Disputes and Appeals

Any serious issues or problems deriving from the ownership of IP will be dealt with through the Student Complaints policy or the Non-Academic Misconduct policy.

Part 3: Freelance Artists

As a general principle The Place recognises the freelance artists as owner of any IP they produce while working for/with The Place.

This principle may be subject to variation in the case of collaborative work or other exceptional circumstances.

Agreements regarding use of IP, including but not limited to live performance, broadcast rights
and in promotional materials should be agreed in the contract at the outset of the project.'

Where The Place has assembled or commissioned a particular group of artists or collaborators to work on a project, an agreement on IP must be established at the outset of the project.

Disputes and Appeals

Any serious issues or problems deriving from the ownership of IP will be dealt with through The Place's Grievance or Complaint Procedures.

Policy approved: January 2024