

Date: August 2007

Updated: October 2013

TOPIC: 5.5 Intellectual Property

Rationale

King's College values innovation and encourages all staff to be innovative in their work practices. Where such practices are in accord with the College's strategic initiatives and developments, the College is interested in supporting those staff members further by providing guidance and extra resources as necessary – including, but not limited to, facilities, equipment, time to develop the innovative product/service and, when appropriate, extra remuneration.

This policy applies to every staff member at King's College.

Purpose

1. To recognise and acknowledge the individual endeavours, innovations and contributions of staff.
2. To create a work environment that fosters innovation.
3. To protect the College's "intellectual and knowledge capital" by adopting standard practices concerning Intellectual Property.
4. To recover, where appropriate, any direct investment made by the College by way of equipment, facilities, salaries and development costs, together with a return on its investment.

Guidelines

1. **Definitions**
 - 1.1 *"Intellectual Property" means ideas, concepts, copyright, trade secrets, confidential material, designs, trade marks (registered or unregistered), patents (including applications), processes, methods, improvements and similar rights anywhere in the world.*
 - 1.2 *"Excluded Copyright Work" means unless commissioned by King's College:*
 - 1.2.1 Teaching materials namely teaching notes, study guides and audiovisual materials used or developed for use in class;
 - 1.2.2 Scholarly works namely articles, conference papers and books, provided that the staff member has followed the procedures set out in this policy.
2. **Overview - Ownership, Control, Use and Compensation**
 - 2.1 It is in the best interests of both parties – the individual staff member concerned and King's College – that all issues involving Intellectual Property, including the ownership, control, use and compensation for such property, be clearly set out either in this policy or be negotiated in advance and a written agreement be signed by both parties.
 - 2.2 The agreement may be the staff member's employment agreement (which will cover works created in the course of employment) or an agreement covering a specific piece of work/project.
3. **Course of Employment**
 - 3.1 While a staff member is employed by the College, all Intellectual Property other than an Excluded Copyright Work, developed or created in the course of their employment shall be the sole property of the College. Creation of academic course material shall be within a staff member's course of their employment.
 - 3.2 Where such Intellectual Property arises as a result of joint authorship between a staff member and a third party not employed by the College, any rights the staff member has in the Intellectual Property shall be the sole property of the College.
 - 3.3 The staff member is required to do all things necessary to assist the College to perfect the College's ownership of Intellectual Property created in the course of employment, including anything necessary to register any Intellectual Property at any registry.
 - 3.4 While employed or after a staff member leaves the employment of King's College, the staff member shall grant King's College a continuing right, royalty free, to use academic course materials developed by that staff member for King's College educational and administrative purposes.
4. **Specific Work/Projects**
 - 4.1 The ownership of Intellectual Property arising from specific work or projects undertaken by a staff member for the College but which are not within the staff member's course of employment will be agreed by the College and staff member on a case by case basis.
 - 4.2 Where a staff member undertakes such work or projects without entering into a written agreement, it is agreed that the work or project will be considered in the course of employment.
 - 4.3 Where the College has given extra resources, outside of that normally provided for the production of academic course materials/works, and it is not the owner of Intellectual Property in the work, it expects to be reimbursed for such support although the form of that reimbursement will be negotiated and agreed between the College and the individual staff member concerned (for instance it might take the form of future royalties or a non-exclusive, royalty-free licence for College to use the work for College educational and administrative purposes).
 - 4.4 Conversely, where the College holds all or part of the Intellectual Property, the staff member will waive all moral rights relating to the works but will be named as the author or a contributor to the works (as appropriate). The staff member will be permitted to reproduce the works for his or her instructional purposes within the course of employment with the College or as otherwise agreed by the College (for instance the staff member may seek consent to incorporate the work in future scholarly works authored by that staff member).

4.5 If the staff member is still employed by the College when revisions to the works are proposed, the staff member will be consulted on any future revisions needed and given the right of first refusal in making new versions of the works. The staff member acknowledges however that the College has the final say on what revisions are made or included in new versions of the materials.

5. Key Areas of Academic Practice

5.1 *Course of Employment*

- 5.1.1 King's College recognises that staff and the College have a mutual interest in the development of high quality academic course material for use by King's College students. Examples include class notes, books and articles, works of fiction and non fiction, poems and dramatic works, musical and choreographic works, pictorial, graphic, and sculptural works, and educational software.
- 5.1.2 In the production of academic course material it is also expected that staff comply with relevant legislation, including copyright and privacy laws, and it is the responsibility of the staff member to avoid infringing copyright or invading the personal rights of others (the permission of students should be sought before their work is 'published' for example).
- 5.1.3 The College recognises the staff member's right to update, edit or otherwise revise academic course materials that become out of date in the course of employment in order to maintain appropriate academic standards, although the College does reserve the right to remove and revise materials and/or employ another person to update the materials if the revisions made do not maintain the academic standards expected.

5.2 *Specific Work / Projects*

- 5.2.1 The procedure relating to specific work/projects or new/improved products/services which fall outside the course of employment is set out in Appendix One.
- 5.2.2 In each case where such work is proposed and the proposal accepted by the College including where the College intends to utilise the materials for commercial purposes (other than teaching enrolled students at King's College), there must be a written agreement signed by both parties before commencement of any work.
- 5.2.3 Where staff undertake work without entering into a written agreement, it is agreed that the work will be considered in the course of employment.
- 5.2.4 It is important that staff members ensure that they disclose all such works to the College so that a separate agreement can be entered into.

5.3 *The Staff Member's Rights of Authorship*

- 5.3.1 The College agrees not to restrict a staff member's ability to write and publish scholarly works and the staff member shall retain Intellectual Property ownership in any such scholarly works, provided:
- such work takes place out of 'normal' College working hours;
 - such work does not include the use of King's College property;
 - does not interfere with the staff member's ability to carry out his/her normal work duties; and
 - that the permission of the Headmaster is sought before such agreements are entered into.
- 5.3.2 The College recognises the academic staff member's right to use his or her individual skill and knowledge.
- 5.3.3 However, the staff member must seek the College's consent if he or she wishes to use academic course material in any scholarly and creative works such as textbooks, journal articles, conference presentations and other scholarly works or professional activities which are not prepared for or on behalf of the College and provided the use of academic course material for such works does not prohibit their or the College's ability to continue to use the academic course materials.
- 5.3.4 Where the staff member enters into an agreement granting the copyright or publishing rights in any work or materials (including academic course material) to a third party, the College requires, where the materials developed derive from work or research carried out in the College that such agreements recognise the College's rights in such materials and do not restrict the College and the staff member's rights to continue to use the materials/works on a perpetual, royalty-free, nonexclusive basis.

Appendix 1

Procedure For New/Improved Products/Services

Staff members are required to advise their Head of Department or Manager of any innovative ideas (existing or new) for any product/service which relate in any way to the actual, proposed or potential activities of the College.

Where the need for innovations for products/services is identified whether by management and/or an HoD or where a staff member proposes the development of a new product/service, the proposal will be dealt with in the following way:

- The staff member and HoD and/or a Senior Manager (e.g. Headmaster, DHM, Director of Commercial Services, King's Institute Director, Director of Studies) will discuss the possible product/service innovation and, if they decide to investigate it or develop it further, prepare a development plan with an outline of the product/service to be developed.
- A proposal will be drawn up by the staff member and/or his/her HoD identifying the purpose of the product/service innovation, its importance to the strategic direction of the department/faculty/College, the costs and time required to develop the product/service innovation, who will develop it etc. (see form over)
- The proposal will be submitted for sign off to Director of Commercial Services (DCS) – who will consider and investigate the feasibility of the proposal.
- Each proposal will be considered on a case by case basis and the DCS will consider criteria such as, but not limited to, the extra use of facilities, equipment needed, time required to develop the product/service innovation and/or any "extra" remuneration that might be considered as appropriate recompense for the developer.
- If the proposal is accepted, the staff member and HoD, in consultation with the Director of Commercial Services, will prepare a business plan and an appropriate agreement between the parties will be drawn up.