

## Ravensbourne College of Design and Communication: Student Intellectual Property Policy and Guidelines

### 1. Introduction

During the course of your studies at Ravensbourne, you will probably generate original work that is the direct result of your creative intellectual endeavours. Such original work is known generally as Intellectual Property (IP), and as the author of IP you will be considered to be an “inventor” or “author” and in many cases you will have legal rights in and to that IP. These legal rights are collectively known as Intellectual Property Rights (IPR), which rights generally give legal recognition and grant monopoly rights concerning ownership and exploitation of the IP.

This Guide:

- tells you about the main categories of Intellectual Property;
- outlines the options open to you in managing Intellectual Property;
- explains how the College can help you protect your Intellectual Property Rights;
- explains how the College can help you commercially exploit your Intellectual Property.

The Guide constitutes Ravensbourne’s policy on Intellectual Property created by all students registered on taught programmes.

### 2. What are Intellectual Property Rights?

Intellectual Property (IP) is the term given to describe the results, both tangible and intangible, of intellectual activity in literary, artistic, industrial, scientific and engineering fields.

Intellectual Property Rights (IPRs) are legal monopoly rights that exist to provide you with monopoly rights to exploit these creative works. There are five main categories of Intellectual Property Rights, together with alternative approaches that seek to regulate rather than prevent others from using your IP:

**Copyright:** Copyright subsists in all original (i.e. not copied) literary, dramatic and artistic works as well as in sound recordings, films and broadcasts. Copyright gives the owner the right to control use of the original work (e.g. through copying, reproducing, adapting, publishing, performing or broadcasting the work) or a substantial part thereof. Copyright subsists automatically as from the date on which the work in question was created, but as it does not need to be registered it can be important to be able to prove the date on which a given copyright work was first created. You should therefore always keep a note of who created the work and the date on which it was created, and indicate on your work that it is subject to copyright. Advice can be provided by the **Enterprise and Innovation Centre (E&IC)** as to steps you can take to prove the date on which a given work was created, and the form of notice that you should be applying to your work.

**Unregistered Design Right:** Design right exists in the design of any aspect of the shape or configuration (internal or external) of the whole or part of an

article. Design Right can be thought of as a form of copyright for industrial designs that are generally devoid of aesthetic appeal. The design must be “original”, and this is defined as meaning that the design must not be commonplace in the design field in question at the time of its creation. Design right comes into existence automatically on the creation of design and as with copyright, the important point to prove is the date on which the design was created. Advice can be had from the E&IC as to how best to prove this date, and how to go about marking your work to indicate that you claim ownership of rights in it.

**Registered Designs:** Registered Designs are formal rights for which you have to apply and pay fees. The principal difference between registered and unregistered design rights is that to get a registered design an application must be filed, and fees paid. Registered Designs are a much more powerful right in that there is no need to prove that an “infringing” design has been copied from your work. In general terms a design that can be registered consists of some aspect of the appearance – i.e. the external form - of a product or part of a product. It can be made up of lines, contours, colours, shapes, textures and/or the material of a product. A “product” includes any industrial or craft item, including packaging, graphic symbols (e.g. icons) and typefaces. Registered Designs therefore, can include graphic design, product design and industrial design irrespective of the manner (e.g. electronically or otherwise) in which those designs are created.

**Trade Marks:** Trade Marks are defined as being any sign that is capable of being represented graphically and which functions to distinguish the goods or services of one organisation or individual from those of another. In other words, a Trade Mark can be a word, a device, a logo, a combination of colours, a sound or even a smell – virtually anything that can be represented graphically and which can be used to distinguish the goods or services of one trader from another. Trademarks are thus potentially very important in relation to consumer products. Trade marks can be registered but as the rights given by registration are considerable, there are quite substantial limitations on the sort of marks that can be registered. This ensures that undue restrictions are not placed on traders going about their legitimate business.

Registered trademarks are much more powerful than unregistered rights and you are strongly advised to seek advice from the E & IC before you settle on a name for a product or service (as it is better to choose a registrable mark than an unregistrable mark). You should also consider infringement of existing marks before using any mark that you have devised, and seek advice from the E & IC as to how best to determine whether a given mark is in fact available for use.

**Patents:** A patent is a formal registered monopoly right that is intended to provide applicants with a monopoly in exchange for a full disclosure of an invention (which disclosure will contribute to the general sum of human knowledge in a way that keeping an invention secret would not). When a UK patent is granted the owner of the patent obtains an exclusive right to stop others from making, selling or using the invention in the UK, or importing the invention into the UK. Patents can last for up to 20 years (subject to the payment of annual renewal fees) and are territory specific. Patents, like any other intellectual property right, can be bought or sold and can be licensed to provide royalty income.

A key point to note is that a patent does not provide the patentee with the right to do something. Rather, a patent provides the patentee with the exclusive right to stop others from exploiting the patented invention.

**Creative Commons;** Creative Commons is an alternative, largely non-commercial option that provides free tools which allow authors, scientists, artists and educators to easily mark their creative work with the freedoms they want it to carry. You can use CC to change your copyright terms from "All Rights Reserved" to "Some Rights Reserved". In general terms, Creative Commons exists to define the spectrum of possibilities between full copyright (all rights reserved) and the public domain (no rights reserved). CC licenses help you keep your copyright while inviting certain uses of your work — a "some rights reserved" copyright.

Once again, you should consider taking advice from the E&IC as Creative Commons emanate from the USA and the agreements they rely on may not be enforceable in all jurisdictions. It is also the case that a properly drafted copyright licence may provide a better balance between defining rights that are reserved and uses that are allowed.

### 3. Who Owns Intellectual Property?

As a general principle, the College recognises the student as the owner of any IP he or she creates while registered as a taught student of the College. This principle may be varied in certain circumstances – for example, where external sponsorship of a project or student is involved and contractual terms of that sponsorship dictate that ownership lies with another.

3.1 Students should in all cases seek not to disclose any potential IP to external third parties before consulting with their tutor or Enterprise and Innovation Centre staff. The reason for this is that in some instances a disclosure of IP may permanently prevent you from obtaining protection. For example, disclosure of an invention to one other person without an appropriate non-disclosure agreement (NDA) may prevent you from obtaining a patent for that invention. Students should not take this as a reason to not collaborate with others on developing their work and ideas, as this is often invaluable, you should simply be aware of the risks of doing so and be prepared to obtain signed NDAs before making a disclosure. An illustrative NDA is provided for information in Annex 2 of this guide, but should not be used without first having spoken with your tutor or the E&IC as the NDA will need adapting to account for the particular circumstances of the disclosure that you are planning to make.

3.2 Even if a student wishes to apply open source, creative commons or copyleft principles to their works, the Enterprise and Innovation Centre Team should still be advised as the agreements underpinning these rights are complex and will require tailoring to fit the particular circumstances applicable to your work.

### 4. How Can the College help with Protecting your Intellectual Property?

The College has staff in the Enterprise and innovation Centre (E&IC) who can provide help and advice in protecting and managing IP and turning your

creative ideas into a business or commercial reality. If you think you have created some IP there are three steps you should take:

- I. Speak to your tutor and contact staff in the Enterprise and Innovation Centre at the earliest opportunity. Contact details are given in Section 8 of this Guide.
- II. Do not disclose your work to any external third party before you have sought advice on IP protection.
- III. Make sure you have detailed and dated records of your work (ie notebooks, drawings etc). These can be invaluable in establishing the date when the work was created and hence may help to obtain IP protection.

To protect your IP, the College will normally ask you to assign your Intellectual Property Rights to the College and to give all reasonable assistance to enable the College to obtain a patent or any other form of legal protection for the intellectual property. Illustrative operative terms of an Assignment Agreement are set out for information in Annex 1 of this Guide.

In exchange for assigning your IP, the College will normally seek to exploit the IP for commercial benefit and will reward you in accordance with its Revenue Sharing Scheme (described in Section 6 below).

Should the College subsequently decide not to proceed with commercialisation, ownership of the IP will, at the student's request and at the College's expense, be reassigned to the student.

**There are strong reasons why you might want to assign your Intellectual Property Rights to the College. The main reasons are listed below:**

- i. To cover all legal, development and administration costs and provide access to specialist lawyers
- ii. To access funding for the further development of your IP through the Emerald Fund, Creative Enterprise Awards and external investors
- iii. To benefit from College expertise, management, business support and advice
- iv. To benefit from financial rewards in line with the College's Revenue Sharing Agreement
- v. To gain access to potential customers that the College has an existing relationship with, which customers may be unwilling to deal with an individual.

## **5. How Can the College Help with Commercially Exploiting Your Intellectual Property?**

The staff in the Enterprise and innovation Centre (E&IC) can provide help and advice in the options available to commercially exploit your IP. Normally, there are three main options to consider:

- A licensing agreement involving the granting of rights from one party to another. A licensing agreement commonly controls the use (for copying, manufacture, sale etc) of an intellectual property right (eg a patent, design right, copyright material etc). Licensing can be a very effective way of controlling intellectual property and generating royalty income.

- Setting up a company (typically known as a “spin out” company) to develop and exploit intellectual property (this requires a well researched business plan).
- A collaboration agreement with an existing company (typically known as a “joint venture”) with the aim of taking an idea or product to market.

Successful commercial exploitation should result in benefits which will be shared according to the College’s Revenue Sharing Scheme, described below.

## 6. What is the College’s Revenue Sharing Scheme?

The College operates a revenue sharing scheme for the purposes of sharing any revenues arising from the successful commercial exploitation of intellectual property. This scheme compares favourably with schemes operated by other universities and colleges.

The basis of exploiting any form of intellectual property is that the College and the student(s) involved will act in partnership and will jointly seek to pursue the exploitation potential of the intellectual property.

Normally agreements with regard to the apportionment of net income (i.e. income less costs) arising from exploitation will be on the scale set out below:

Total Net Revenue	Student(s)	Faculty/Dept	College
<i>Up to £2,500</i>	100%	nil	nil
<i>£2,501 to £35,000</i>	70%	15%	15%
<i>£35,001 to £75,000</i>	50%	25%	25%
<i>Over £75,000</i>	33%	33%	33%

**Worked example:** If net income amounted to £70,000 an individual would be entitled to (I) 100% of the first £2,500 (£2,500) plus (II) 70% of the amount between £2,501 and £35,000 (70% of £32,499 = £22,749) and (III) 50% of the amount between £35,001 and £70,000 (50% of £34,999 = £17,499). Total due: £2,500 + £22,749 + £34,999 = £42,478.

If the student wishes to set up a business to exploit the IP of an idea or invention the College will negotiate an agreement which provides an equity share in that business and a royalty on a case by case basis. Depending on the level of support and advice the College is able to commit to each business the equity share in the business will usually be between 10% and 50%, and the royalty share will usually be in the region of 5 to 10% of revenues.

The above figures and percentages are applicable after all expenditure incurred in getting your product to market has been recouped by the College.

## 7. Disputes

Disputes will be referred to the member of the Directorate with responsibility for commercialisation and thereafter to the Commercial Development and Enterprise Committee.

## 8. Advice and Information

- Staff in the Enterprise and Innovation Centre are available to help and advise you on matters concerning intellectual property.
- Case Studies are available through the Enterprise and Innovation Centre of student projects suitable for IPR support.
- Information is provided on the College intranet.

There are a number of additional useful sources of information:

<http://www.intellectual-property.gov.uk/>

<http://www.patent.gov.uk>

**ANNEX 1****ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IN STUDENT WORK**

As a general principle, the College recognises the student as the owner of any IPR he/she produces while registered as a taught student of the College. This principle may be varied in the case of collaborative or externally sponsored work, or other exceptional circumstances.

The College is committed to supporting students to put their ideas, inventions and creative work to practical use and to maximising the value from IP. Accordingly, the College may ask students to assign intellectual property rights to the College in order that the College can take steps to obtain legal protection for the intellectual property.

Where a student assigns their intellectual property to the College, they will be treated as a member of staff for this purpose and will receive the same benefits as set out in the College's policy on Intellectual Property (details can be found in Ravensbourne College of Design and Communication: Students' Guide to Intellectual Property). These benefits compare favourably with other universities and colleges.

You can get advice and assistance on all aspects of IP from the Enterprise and Innovation Centre:

T 020 8289 4956 / 020 8289 4966

E [chris.thompson@rave.ac.uk](mailto:chris.thompson@rave.ac.uk) / [l.anson@rave.ac.uk](mailto:l.anson@rave.ac.uk)

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_

**Between:**

- (i) \_\_\_\_\_, a Citizen of the United Kingdom residing at \_\_\_\_\_  
(the Assignor); and  
(ii) Ravensbourne Limited, a United Kingdom Company whose registered office is located at: \_\_\_\_\_ (the Assignee)

**Whereas:**

- (a) The Assignor has devised Intellectual Property (IP) relating to the Work;  
(b) The Assignor wishes to assign that IP to the Assignee; and  
(c) The Assignee agrees to accept the assignment of IP from the Assignor.

**It is hereby agreed as follows:**

1. DEFINITIONS

- 1.1 "IP" means all registered and unregistered intellectual property rights including, without prejudice to that generality, copyright, all rights in relation to inventions (including patents), plant varieties, registered and unregistered trade marks, registered and unregistered designs, confidential information (including trade secrets and know-how), circuit layouts, database rights and any and all other intellectual property rights owned by the Assignor and resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.2 "Work" means {insert brief description of the work from which the IP is derived}

- 1.3 “net revenue” means any revenue derived from exploitation of the IP less any costs (including sales and other taxes) incurred by the Assignee in connection with securing protection for the IP or exploiting that IP.
- 1.4 “Revenue Sharing Scheme” means the scheme set out in the document entitled “Ravensbourne College of Design and Communication: Student Intellectual Property Policy and Guidelines”, as amended from time to time at the Assignee’s sole discretion.

## 2. ASSIGNMENT OF IP

- 2.1 The Assignor hereby assigns to the Assignee for good and valuable consideration (the receipt and sufficiency of which the Assignor hereby acknowledges) the full and exclusive benefit of The IP and any and all their rights and interests in The IP including without prejudice to that generality the right to apply for and register any Patent, Registered Design, Trademark or any other form of Intellectual Property Protection in respect of The IP throughout the world with or without claim to priority.
- 2.2 The Assignor hereby covenants with the Assignee that they will at the expense of the Assignee execute and sign any and all such documents and do all such acts as may reasonably be required by the Assignee to enable the Assignee or any successor in title to register this assignment with the applicable authorities and to apply for or prosecute any patent, registered design or other form of intellectual property protection in respect of The IP, in order that the Assignee or any successor in title can enjoy full and exclusive benefit of the property and rights hereby assigned.

## 3. EXPLOITATION OF IP

- 3.1 The Assignee undertakes to seek to exploit the IP hereby assigned with the aim of deriving financial benefit from that exploitation.
- 3.2 The Assignee undertakes to share Net Revenue banked by the Assignee with the Assignor in accordance with the Revenue Sharing Scheme, as amended from time to time, of Ravensbourne College of Design and Communication.

## 4.0 GENERAL

- 4.1 This Agreement may only be amended by a document in writing signed by each party.
- 4.2 This Agreement contains the entire understanding among the parties relating to the subject matter of the Agreement and supersedes all previous agreements, representations or other statements in relation to the same.
- 4.3 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 4.4 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 3.5 This Agreement shall be governed by and interpreted in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Now this Agreement has been entered into on the date stated at the beginning of this Agreement.

Executed by the Assignor:

\_\_\_\_\_  
{Name}

in the presence of:

Witness

\_\_\_\_\_

Witness (print name and address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executed for and on behalf of  
Ravensbourne Limited by:

\_\_\_\_\_  
{Name}

\_\_\_\_\_  
{Position}

in the presence of:

Witness

\_\_\_\_\_

Witness (print name and address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANNEX 2****CONFIDENTIALITY AGREEMENT**

**Signature Date:** This Agreement is made on: \_\_\_\_\_ 2007

**Parties:** The parties to this Agreement are:

\_\_\_\_\_ <sup>1</sup> ('the Disclosing Party') a company incorporated in England and Wales (company registration number \_\_\_\_\_) / a citizen of the United Kingdom<sup>2</sup>, whose principal place of business is at \_\_\_\_\_<sup>3</sup>; and

\_\_\_\_\_ <sup>1</sup> ('the Receiving Party') a company incorporated in England and Wales (company registration number \_\_\_\_\_) / a citizen of the United Kingdom<sup>2</sup>, whose principal place of business is at: \_\_\_\_\_<sup>3</sup>

**Field and purpose:** The Disclosing Party and the Receiving Party wish to enter into discussions concerning the possible establishment of a business relationship to exploit confidential information owned by the Disclosing Party. The Receiving Party wishes to receive confidential information from the Disclosing Party for the purpose of considering whether to enter into a further agreement with the Disclosing Party (the 'Permitted Purpose').

NOW IT IS HEREBY AGREED AS FOLLOWS:

**1. RECEIVING PARTY OBLIGATIONS**

- 1.1. In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Receiving Party, the Receiving Party shall:
- 1.1.1. Keep the Confidential Information secret and confidential;
  - 1.1.2. Neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with clause 3, or to a court or other public body in accordance with clause 4;
  - 1.1.3. Not use the Confidential Information for any purpose, whether commercial or non-commercial, other than the Permitted Purpose; and
  - 1.1.4. Take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.

**2. INTERPRETATION**

- 2.1. For the purposes of this Agreement, the following words shall have the following meanings:
- 2.1.1. 'Information' shall include information whether of a technical, commercial or any other nature whatsoever provided directly or indirectly by the Disclosing Party to the Receiving Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement.
  - 2.1.2. 'Confidential Information' shall mean:
    - 2.1.2.1. in respect of Information provided in documentary or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
    - 2.1.2.2. in respect of Information that is imparted orally, any information that the Disclosing Party informed the Receiving Part at the time of disclosure was imparted in confidence; and
    - 2.1.2.3. in respect of Confidential Information imparted orally, any note or record of the disclosure; and
    - 2.1.2.4. the fact that discussions are taking place between the Disclosing Party and the Receiving Party.

<sup>1</sup> Please insert company name (if the agreement is being signed on behalf of a company) or the full name of the individual signing the agreement

<sup>2</sup> Please delete as applicable

<sup>3</sup> Please insert the full postal business address

**3. DISCLOSURE TO EMPLOYEES**

- 3.1. The Receiving Party may disclose the Confidential Information only to those of its officers and employees (together, 'Authorised Persons') who:
- 3.1.1. reasonably need to receive the Confidential Information to enable the Receiving Party to achieve the Permitted Purpose;
  - 3.1.2. have been informed by the Receiving Part (a) of the confidential nature of the Confidential Information and (b) that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of a written confidentiality agreement;
- 3.2. The Receiving Party shall be responsible for taking reasonable action to ensure that its Authorised Persons comply with the Receiving Party's obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.

**4. DISCLOSURE TO COURT**

- 4.1. To the extent that the Receiving Party is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party shall, if the circumstances permit:
- 4.1.1. Inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information);
  - 4.1.2. Ask the court or other public body to treat the Confidential Information as confidential; and
  - 4.1.3. Permit the Disclosing Party to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.

**5. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS**

- 5.1. The Receiving Party's obligations under clause 1 shall not apply to Confidential Information that:
- 5.1.1. the Receiving Party possessed before the Disclosing Party disclosed it to the Receiving Party;
  - 5.1.2. Is or becomes publicly known, other than as a result of breach of the terms of this Agreement by the Receiving Party; or
  - 5.1.3. the Receiving Party obtains from a third party, and the third party was not under any obligation of confidentiality with respect to the Confidential Information.

**6. RETURN OF INFORMATION AND SURVIVING OBLIGATIONS**

- 6.1. Except as provided in clause 6.2 below, the Receiving Party shall (a) at the Disclosing Party's request, and also (b) upon any termination of this Agreement:
- 6.1.1. Return and provide to the Disclosing Party all documents and other materials that contain any of the Confidential Information, including all copies made by Receiving Party representatives;
  - 6.1.2. Permanently delete all electronic copies of Confidential Information from the Receiving Party's computer systems; and
  - 6.1.3. Provide to the Disclosing Party a certificate, signed by an officer of the Receiving Party, confirming that the obligations referred to in clauses 6.1.1 and 6.1.2 have been met.
- 6.2. As an exception to its obligations under clause 6.1, the Receiving Party may retain one copy of the Confidential Information, in paper form, in the Receiving Party's legal files for the purpose of ensuring compliance with the Receiving Party's obligations under this Agreement.
- 6.3. Following the date of any termination of this Agreement, or any return of Confidential Information to the Disclosing Party ('Final Date'), the Receiving Party shall make no further use of the Confidential Information.
- 6.4. Notwithstanding clause 6.3, the Receiving Party's obligations under this Agreement shall otherwise continue in force in respect of Confidential Information disclosed prior to the Final Date, in each case for a period of 5 years from the signature date of this agreement.

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the parties to this Agreement submit.

Agreed by the parties through their authorised signatories:

For and on behalf of  
**The Receiving Party**

For and on behalf of<sup>4</sup>  
**The Disclosing Party**

<sup>4</sup> Please delete if the disclosing party is not a company

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title