



**Royal College of Art**

Postgraduate Art & Design

**Policy on Ownership, Protection and Exploitation of  
Intellectual Property Rights**

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## 1. Introduction

The Royal College of Art has a history of generating new thinking, designs, solutions and products that benefit the public, society and the economy. It receives public and private funding and sponsorship to deliver its teaching and research activities. RCA teaching, research and knowledge exchange often generates new intellectual property. There is an increasing expectation from Government that all UK universities will actively engage in commercialisation activities to disseminate the outputs of their teaching, research and innovation and to benefit the UK economy. As a consequence of these considerations there is a need to develop policies that equitably and unambiguously govern ownership, consideration and practices relating to these intellectual property rights (IPR) and Proprietary Information.

The first guiding principle is that ideas and works created at the RCA should be used in ways which benefit society. In some instances, this may be achieved through wide dissemination, in others through intellectual property registration and commercialisation. The exploitation of intellectual property rights is also important in protecting the RCA's assets in the interests of its beneficiaries and in reducing the College's dependence on public funding while helping it continuing to provide a world-class education and a world-class research environment.

A fundamental aim of an RCA education is to empower students to have the confidence to express original ideas and thoughts. It is therefore a second guiding principle of the College's IPR policy that the rights of third parties with respect to intellectual property must be respected by the RCA, its employees, associates and students.

A third guiding principle is to ensure that graduates leave with the knowledge and skills to protect and exploit their own IPR in their future careers, to act as advocates for the development and enforcement of better IPR protection for artists and designers worldwide, and to explore new approaches to sharing IPR in a digital age.

And finally it is a guiding principle that the rights of scholars, researchers and research students are respected, and that a vibrant research culture is maintained, in which researchers are supported to create and exploit IPR, and to be confident when negotiating with partners over shared IPR that results from collaborative research projects.



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## 2. To whom is this policy applicable?

This policy is applicable to:

- i. All employees (full and part time) including those employed on fixed terms contracts.
- ii. Associates: Any other individuals who are affiliated to the RCA (for instance Honoraries, Workers, Visiting Lecturers, Visiting Tutors, Visiting Readers, Senior Research Investigators, Visiting Professors, Visiting Lecturers and Visiting Researchers, Visiting Fellows and includes interns and visitors who use the RCA facilities or resources or funds or participate in RCA-administered research, and any other individual employed or engaged on behalf of the College.
- iii. Registered Students (including taught, research and Post Experience Programme (PEP) students)

## 3. Ownership of Intellectual Property Rights created at the RCA

### 3.1. IPR Created by Students

IPR and Proprietary Information generated by taught and research students in the course of their study is owned by the College between registration and completion. At graduation ownership reverts to the student unless one of the following exceptions applies.

- i. the student holds a sponsored studentship under which the sponsor has a claim on the arising IP; or
- ii. the student takes part in a funded project or funded research for which the funding has been facilitated by the College
- iii. the student participates in a research programme wherein the arising IP is committed to the sponsor of the research; or
- iv. the student participates in a studio project or other third party sponsored project wherein the arising IP is committed to the sponsor of the project; or
- v. the student generates IP which builds upon existing IP generated by, (or jointly created with) College employees or associates; or
- vi. the student is, or has the status of, a College employee (in which case he/she is treated by the RCA and the law as an employee)
- vii. The student is studying on the RCA's Global Innovation Design programme and none of the above exceptions applies

In situations (iv) and (v) above, students will be required to assign that IP to the College, and in respect of revenue generated by that IP, the student will be treated on the same



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basis as College employees under the Reward and Incentives Scheme. The RCA reserves its rights to enter into third party agreements such as those contemplated in clauses 3.1 ii and 3.1 iii above, at its sole discretion.

In cases where IP ownership reverts to the student at graduation, any re-assignment of IPR to the student shall take effect subject to honouring continuing agreements and to a non-exclusive, irrevocable and perpetual, payment-free, worldwide licence hereby granted to the College by the student to do (and authorise others to do) in relation to copies or images of the student's work which is based on the IPR any act restricted by the IPR in it for any purpose associated with promoting the College, its activities, its students or their work and preserving the College's and its students' work.

Students are reminded that they require the permission of their Head of Programme and InnovationRCA before entering into any agreements in relation to the IPR with any third parties.

## **3.2. IPR Created by Employees and Associates**

### **3.2.1. Employees**

The Patents Act 1977 and the Copyright, Designs and Patents Act 1988 together, with related IP legislation, provide that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer.

Therefore, any IP created by RCA employees in the course of their normal duties is the property of the RCA. From time to time the RCA may commission College employees to carry out projects or duties outside their normal duties. In such cases the employees are required to assign the rights to any IP created in the course of the commissioned activities, to the RCA. Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed by the RCA with external organisations that concern IP shall prevail.

Proprietary Information (Know-how, trade secrets and confidential information) created by RCA employees in the course of their normal duties is the property of the RCA.

In the interests of transparency and to avoid conflicts of interest, employees have a duty to disclose to the RCA, in advance, any projects they are working on outside of the RCA or at the RCA but outside of their RCA employment which could relate to any work ongoing at the RCA. They are also required to seek permission to work on these projects. The RCA shall have the right to examine whether such projects involve anything that could have arisen out of an RCA project or involve background IP and will have the right to a share of profits from



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any such projects which are derived from or relate to projects taking place at the RCA.

### **3.2.2. Associates**

Associates may be required to assign the rights to any IP or Proprietary Information (Know-how, trade secrets and confidential information) they create in the course of their RCA activities to the RCA. The RCA may have obligations to organisations which are funding the research or which an associate is using which it will not be able to honour without such an assignment of rights being in place.

In the interests of transparency and to avoid conflicts of interest, associates have a duty to disclose to the RCA, in advance, any projects they are working on outside of the RCA or at the RCA but outside of their RCA affiliation which could relate to any work ongoing at the RCA. They are also required to seek permission to work on these projects. The RCA shall have the right to examine whether such projects involve anything that could have arisen out of an RCA project or involve background IP and will have the right to a share of profits from any such projects which are derived from or relate to projects taking place at the RCA.

The RCA recognises that, in a limited number of cases (such as Visiting Professors or Visiting Lecturers who remain employees of another organisation whilst at the RCA), special arrangements may need to be negotiated regarding the ownership and use of IP which they may generate. Such arrangements will be negotiated on a case-by-case basis, but will generally follow the following principle: Associates have a duty to disclose to the RCA, in advance, any background IPR they bring to the RCA which could relate to any work ongoing at the RCA and to projects or work they intend to work on at the RCA.

### **3.3. Teaching Materials**

All teaching materials including project briefs and curricula (including those developed for or delivered by a third party for the RCA) and regardless of the form of expression, belong to the RCA.



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## 3.4. Ownership Exceptions

### 3.4.1. Ownership of Scholarly Materials / Infrastructure

The RCA encourages the creation of Scholarly Materials and Infrastructure (works which advance the discipline and which may use research to maintain the discipline at the cutting edge and form an interface or scaffold through which teaching and research is delivered) and waives its rights of ownership of copyright in Scholarly Materials except:

- i. where such IP has been created with more than an incidental use of RCA resources (Significant Use) or in the course of or pursuant to a sponsored research or other agreement with an external party;
- ii. in relation to any item of work authored by an employee of the RCA whose role includes the creation of printed or electronic materials; or
- iii. in relation to any item of work specifically commissioned by the RCA; or
- iv. in relation to other copyright protected works arising from research such as computer software, databases or other copyright materials with commercial potential; or
- v. which include a student contribution.

Where the RCA does so waive its rights, this is subject to the creator of such Scholarly Material granting the RCA a **Scholarly Materials Licence** (Appendix 2) upon their creation. It is the responsibility of the creator to make any publisher, or any other party interested in the publication of such material, aware of the Scholarly Materials Licence.

### 3.4.2. Ownership of Original Works

The RCA encourages the creation of Original Works and waives its rights of ownership of the original works and to the copyright in these except:

- i. where such works have been created in the course of or pursuant to a sponsored research or other agreement with an external party;
- ii. in relation to any item of work authored by an employee of the RCA whose role specifically includes the creation of Original Works; or
- iii. in relation to any item of work commissioned by the RCA.

Where the RCA does so waive its rights, this is subject to the creator of such Original Works granting the RCA a non-exclusive, irrevocable and perpetual, payment-free, worldwide licence to do (and authorise others to do) in relation to copies or images of the Work any act restricted by the IPR in it for any purpose associated with promoting the



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College, its activities, its staff and students or their Work and preserving the College's and its staff and student Work.

## **4. Employee, Associate and Student Responsibilities**

### **4.1 Confidentiality**

Confidentiality is a College responsibility discharged through its Employees, Students and Associates. It is therefore a condition of employment, study or affiliation that Employees, Associates or Students must familiarise themselves with and preserve the confidentiality of sensitive information which is made available to them during the course of their work, study or association. Heads of Programme, principle investigators and research student supervisors are obliged to ensure that students, associates and visitors are aware of any existing third party confidentiality restrictions when working on projects at the RCA.

Proprietary Information must remain confidential in order for it to retain its value. The release of Proprietary Information must be restricted. Employees, associates and students have a responsibility to document such information and mark it 'confidential; not to be copied', and to restrict access to it.

Employees, associates and students are also reminded of their responsibility to ensure that confidentiality non-disclosure agreements are in place prior to any discussions with third parties that are likely to cover confidential information and unprotected inventions.

It is the responsibility of Employees, associates and students to ensure that access to dissertations and theses containing confidential information is restricted and that they have notified the RCA Library of such confidentiality restrictions in advance.

### **4.2 Disclosure Obligation to the RCA**

#### **i. In relation to RCA work**

Employees are encouraged to disseminate the results of the research they undertake as part of their employment at the RCA in accordance with normal academic practice, including the requirements of open access academic publication and, where appropriate, accepted standards of open data. However, if the College decides that the results of the research should be commercialised, then the employee, associate and/or student should be aware that, in respect of patents and inventions and new technology, protection and commercialisation may be jeopardised if information about the invention is made public in any form



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anywhere in the world before all relevant applications for IPR protection have been lodged.

Employees, Associates and Students are therefore obliged to notify the College's IPR commercialisation department, InnovationRCA, and the Dean of their school of new IPR created. InnovationRCA, the Dean and the creator will then discuss whether or not to pursue commercialisation and the type of IP protection required, if any. The College shall make the final decision regarding public disclosure and whether to pursue protection and commercialisation.

## ii. **In relation to external work**

In addition, associates and employees have a duty to disclose to the RCA, in advance, any projects they are working on outside of the RCA or at the RCA but outside of their RCA employment (or in the case of associates, RCA role) or of any pre-existing IPR they have from projects they have worked on prior to working at the RCA which could relate to any work ongoing at the RCA. This is to avoid conflicts of interest and clarify any IPR related issues before they arise. The RCA shall have the right to examine background IPR if any and to examine whether such projects involve anything that could have arisen out of an RCA project and will have the right to a share of profits from any such projects which are arising or derived from or relate to projects taking place at the RCA.

## **4.3 Avoiding Premature Disclosure/Placing IPR in the Public Domain**

Employees, Associates and Students are obliged to notify the College's IPR commercialisation department, InnovationRCA, the Dean of their School and in the case of research students, their research student supervisor of new IPR created.

InnovationRCA and the creator will then discuss whether or not to allow disclosure and whether or not to pursue commercialisation and the type of IPR protection required, if any. The College has the final say on whether disclosure is to be permitted and on whether the IPR is to be protected and commercialised or can be made available for sharing through creative commons routes.

## **4.4 Identification of All Creators**

Employees, Associates and Students agree to help the College identify all Relevant Creators/originators/inventors of new IPR.

Heads of Programmes, principle investigators and research student supervisors are reminded that that they need to have good oversight of the management of arising IPR in their programmes and research projects and on the attribution of contribution.



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## 4.5 Inventor's Assistance

Employee, Associate and student Inventors are required to give such assistance as the College may require to:

- i. register patent and designs; and
- ii. to secure the vesting, in the College, of all rights in such Intellectual Property; and
- iii. to uphold the rights of the College in the Intellectual Property; and
- iv. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

These obligations on Inventors will continue in force without limit of time at the expense of the College. Employees, associates and students irrevocably appoint the College as their Attorney in their respective names to execute any document and do any act or thing which may be necessary to protect the IPR.

## 4.6 Avoidance of IPR Infringement and Plagiarism

The laws of intellectual property rights which encompass copyright, patents, design rights and trademarks are intended to allow IPR creators and owners to protect themselves from infringement or unauthorised use or misuse of their creations. Stated simply, Intellectual Property infringement is the violation of intellectual property rights and is theft—the taking of something that does not belong to the perpetrator and thereby depriving the true IPR owners of their rights and royalties.

Employees, associates and students are reminded that it is an infringement of:

- i. copyright to copy the whole or a substantial part of anyone else's original work, which includes the copying of paintings, drawings, photographs (even photographs in a book or newspaper), soundtracks, films, broadcasts and clothing. This remains the case even when the work is subsequently adapted by the employee/associate and student.
- ii. copyright to copy a single frame of film, show a film or play a sound recording in public without the permission of the copyright owner. This remains the case even when the work is subsequently adapted by the employee/associate and student.
- iii. of patents, registered designs and design rights to adapt, copy, practise, make, use, sell, lease, places on sale, or import a patented or patent-pending invention, a products covered by a registered design or design right.



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Employees, Associates and Students should also note that nobody has any right to represent his/her goods or designs as the goods/designs of somebody else. If they use an identical or similar trademark for identical or similar goods and services to a registered trademark – they may be infringing the registered mark (or guilty of passing off in the case of unregistered trademarks) if their use creates a likelihood of confusion on the part of the public.

Staff, associates and students should note that the College has strict regulations and a disciplinary policy in relation to infringement, plagiarism and situations in which students have submitted work that is not their own and these offences would be classed as academic misconduct and can lead to dismissal.

## **4.7 Use of RCA name, crest trademarks and logos**

The RCA is solely entitled to use its name, arms, trademarks, domain names and logos. Employees and students are permitted to use these only when representing the RCA through the course of their employment or study and should consult the RCA department of Media and Communications for guidance on this use.

## **4.8 Record-keeping**

All Employees, Associates and Students who may generate IPR as part of their work should make and keep clear and accurate records in a retrievable format. This is necessary not only in order to comply with proper research practice but also to support a claim to any IPR that arises. All are required to comply with all applicable programme guidelines.

## **5. IPR Protection and Commercialisation Process**

When a project develops clear outcomes, Employees, Associates or Students will notify InnovationRCA of this. The College will make an evaluation of the potential to protect any IPR created and of the potential commercial opportunity for the exploitation of those outcomes. This evaluation will be carried out in consultation with the creator/originator and will consider the market opportunity and the best route for commercialisation. Routes considered will include licensing or spinout/start-up formation and incubation.

The RCA shall decide at its discretions whether to use, protect, defend, exploit or commercialise College IPR.



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## 6. Rewards Incentive Schemes

Returns from the commercialisation of RCA IPR belong to the RCA. The RCA will operate an incentive scheme to reward Employees, Associates and Students who have created IPR that is successfully commercialised. The College will pay rewards to creators/originators once a year and only when the amount payable to the creator/originator exceeds £500. Where the reward amount is less than £500, the RCA will carry it forward until an amount of £500 is reached, or until the employee leaves the RCA whichever the sooner.

Where the RCA has managed the protection and commercialisation process (which is the case in most instances), it first recovers its direct costs of commercialisation and protection, makes any payments due to third parties and then of the remaining Net Income, retains 50% as a Commercialisation Fee to cover its costs. The balance is shared out as shown in table below.

Where multiple originators/inventors created the IPR that has been commercialised, the RCA will decide on the relative share of each contributor.

In the event of a dispute, an independent third party would be appointed and the College's standard dispute policy will apply.

### 6.1 Employees/Associates

#### i. Licensing

Net cash incomes after the deduction of the RCA Commercialisation Fee will be treated as shown in the following table. Where incomes are not in cash, then rewards will not be paid until such time as the RCA receives cash income.

**Table 1: Profit Share Formulae**

Cumulative Revenue	Inventor/Originator	School/Programme	RCA
First £25k	70%	10%	20%
£25k-£100k	50%	20%	30%
£100k-£250k	40%	25%	35%
Above £250k	35%	30%	35%

If the RCA identifies protectable commercial IPR and has agreed in advance to allow the employee/associate/student creator to lead the commercialisation of that IPR, then the RCA will agree terms for the sharing or rewards with the creator on a case by case basis.



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Note that Table 1 applies to income from licensing of IPR and does not apply to income generated from Executive Education.

## ii. Spinout

Where a company is created to commercialise IPR, the share of equity in the business awarded to originators/inventors will be negotiated on a case by case basis depending on various factors including the stage of the project, the degree of involvement and contribution of the inventor/originator to the business and resources utilised.

## **6.2 Students/graduates**

### i. Selected Works

The College may seek each year to exploit commercially selected items of Students' work. In such cases (together known as 'Selected Works') the College will enter into an arrangement with each relevant Student regarding the costs involved and sharing of any profit arising from the commercial exploitation of such Selected Work. The Selected Work and IPR in the Selected Works will remain the property of the College until such time as they may be re-assigned to the relevant Student .

However, in the event a research Student generates IPR that is owned by the College in accordance with the exceptions (i-vi) referred to in clause 3.1 of this Policy and in the event this IPR is commercialised by the College then clauses 6.1 of this Policy shall apply.

Any re-assignment of the IPR to the Student shall take effect subject to honouring continuing agreements and to a non-exclusive, irrevocable and perpetual, payment-free, worldwide licence hereby granted to the College by the Student to do (and authorise others to do) in relation to copies or images of the Work any act restricted by the IPR in it for any purpose associated with promoting the College, its activities, its Students or their Work and preserving the College's and its Students' Work.

### ii. Sale of Work

In cases where the College does not wish to commercially exploit the Work and if the rights to the Work have not been re-assigned to the Student the College may agree on the sale of Work to a third party. On any such sale the proceeds received will be shared in the proportions 85 per cent to the Student and 15 per cent to the Student Fund, which is for the welfare of students.



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## 7. Other

### **Third Party Agreements involving IPR**

The RCA may enter into third party agreements which create exceptions to this policy at the sole discretion of the RCA.

### **Consultancy/External Education**

As with all other IPR, IPR created by Employees and Associates during the course of consultancy or through their delivery of external education will be owned by the RCA. The College shall apply rewards to encourage Employee engagement with consultancy and executive education activities, according to a separate incentives scheme.

### **College Collection**

In the case of any Student works which are placed into the College collection, the IPR in such work will belong to the College.



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## Appendix 1

### Definitions

**Associates:** Any individuals who are affiliated to the RCA (for instance Honoraries, Workers, Visiting Lecturers, Visiting Tutors, Visiting Readers, Senior Research Investigators, Visiting Professors, Visiting Lecturers and Visiting Researchers, Visiting Fellows and includes interns and visitors who use the RCA facilities or resources or funds or participate in RCA-administered research, and any other individual employed or engaged on behalf of the College.

**Copyright:** Copyright is the exclusive right to reproduce a work, prepare derivative works, distribute and sell, perform or display the work publicly.

Copyright is the exclusive right to reproduce a work, prepare derivative works, distribute and sell, perform or display the work publicly. It is the legal right given to the creators of original material against unauthorised exploitation of their work. Copyright is an automatic right which arises when a work is created and protects the expression of ideas not the ideas themselves. Copyright is supported in most countries through international agreements although the duration of copyright may vary from country to country.

In the UK, copyright currently lasts for the author's life plus 70 years in the case of original literary, dramatic, musical, artistic works, software, web content and databases ; 70 years after publication for sound and music recordings; 70 years after the death of the director, screenplay author and composer in the case of films; 25 years from first publishing for broadcasts and the typographical arrangement of published editions of written, dramatic and musical works and 25 years from creation for computer generated works.

There are a number of exceptions which allow the copying of extracts without the need to seek permission from the rights holder including non-commercial research and private study, text and data analysis, criticism, review and quotation, teaching, parody, caricature and pastiche. In all cases there is a requirement to acknowledge the author and source of the material. The exceptions relating to research and private study, criticism or review, or news reporting only apply if the use of the work is considered to be 'fair dealing'. The most up to date information on UK Copyright Legislation can be found at <https://www.gov.uk/government/organisations/intellectual-property-office>

RCA materials covered by copyright should be marked as described in Appendix 3.



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**Creator/Inventor:** The person who invents, devises, designs, discovers, develops, conceives, works out, performs, produces or expresses

**Design Right:** Designs cover the appearance of a product, in particular, the shape, texture, colour, materials used, contours and ornamentation. To qualify as a new design, it must be novel and the overall impression it creates should be different from any existing design. Its shape or appearance should not derive solely from how it functions.

Unregistered design rights protect the shape or configuration of a product, and are used to prevent unauthorised copying of an original design. Unregistered design rights (called Design Rights in the UK) are automatic and protect the owner from copying for a limited period of time. Designs can also be protected further by registration. Registered Designs grant the owner a monopoly with the exclusive right to use, to make, sell, distribute and licence the design within the country of registration. Registration must take place within a maximum period of 12 months from the date of first disclosure of the design.

**Employees:** Means full and part time staff holding a contract of employment with the RCA including those on fixed terms contracts.

**Intellectual Property:** For the purposes of this policy, the term Intellectual Property includes any and all copyright, rights in designs, patents, trademarks (including the rights to apply for patents, trademarks and rights in design), inventions, software, get-up, trade or business names, database rights, know-how, trade secrets, rights in teaching materials, original works, scholarly works, moral rights and any other intellectual property rights of a similar nature.

For the purposes of this policy the term Intellectual Property Rights includes the global rights to any of the above regardless of whether or not it is registered.

**Inventions:** An invention is a patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for the development or application of the idea, discovery or know-how. An invention is a novel and useful idea and may relate to processes, machines, manufactures, and compositions of matter. Inventions are non-obvious.

**Moral Right:** The author of a copyright literary, dramatic, musical or artistic work, and the director of a copyright film, has the right to be identified as the author or director of the work.

**Net Income:** Means income less VAT and less:



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- all reasonable expenditure paid by the RCA on intellectual property protection including patent agents' fees for filing prosecution and maintenance of IPR; and
- all reasonable product development, prototyping and commercialisation expenses and all external legal fees incurred in the commercialisation of intellectual property; and
- all reasonable legal fees expended on litigation; and
- all reasonable expenditure on insurance relating to maintenance and enforcement of IP rights; and
- any revenue due to third parties (for example collaboration partners or sponsors); and
- any other expenditure agreed with the inventors/creators.

**Original Works:** Original work means a graphic work (any painting, drawing, diagram, map, chart or plan, and any engraving, etching, lithograph, woodcut or similar work), photograph (means a recording of light or other radiation on any medium on which an image is produced or from which an image may by any means be produced, and which is not part of a film), animation, film, sculpture (includes a cast or model made for purposes of sculpture) or collage, irrespective of artistic quality, and a work of architecture being a building (includes any fixed structure, and a part of a building or fixed structure) or a model for a building, metal craft ornaments and jewellery, ceramic and glass works, or a work of artistic craftsmanship.

**Patents and Patent Rights:** Patents are rights granted by the UK Intellectual Property Office (or its international equivalents) which grant the inventor or patent owner the exclusive right to make, use or sell the invention in the UK (and in other registered territories) for a period which expires 20 years from the date of filing a patent application. Patents can be granted in foreign countries also.

To be patentable an invention must be completely new, useful and not obvious. To register an invention and obtain a patent, a patent application must be filed prior to any public disclosure of the invention. (There is one exception to this. In the USA it is possible to disclose an invention and then file a patent application provided the application is filed within a maximum period of 12 months from first disclosure. This exception does not apply anywhere else in the world and that is why it is vital to keep inventions confidential until after an application has been filed).

**Proprietary Information (including Know-How and Trade Secrets):** Know-how, trade secrets and confidential information are all terms used to describe proprietary



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information or materials used which provide a competitive advantage to the RCA. The information may be held in documents, engendered in people in the form of skills or may be materials or processes. In order for the know-how or materials to retain their value they must remain confidential and release must be restricted. The first step to protecting know-how is to be able to identify it. Wherever possible, information, procedures, ideas, plans, etc., should be documented. Essential documents should be marked 'confidential; not to be copied', and access to it should be restricted.

**Relevant Creators:** Are the people eligible to be named on applications for registerable rights such as patents and design rights.

**Scholarly Materials and Infrastructure:** Are works which advance an academic discipline and which may use research outputs to maintain the discipline at the cutting edge and form an interface through which teaching and research is delivered. Examples include literary work, dissertations, papers, books, contributions to books, articles, artistic pieces and research and conference papers.

**Significant (more than incidental) Use of RCA resources:** This includes

- Use of specialised equipment or supplies provided by the RCA for academic purposes.
- Significant use of 'on the job' time

The occasional and infrequent use of the following would not typically constitute significant use of RCA resources:

- Office type equipment including desk and computer and commercially available software
- Reference Materials provided in the RCA library

**Teaching Materials:** Includes teaching materials, programme and exam content (regardless of the form of expression) and any other courses developed by staff while employed by the RCA.

**Trade mark:** Trade mark means any sign capable of being represented graphically which is capable of distinguishing goods or services of one undertaking from those of other undertakings. It may consist of words, designs, letters, numerals, shapes and symbols, sounds and jingles or logos. Trademarks serve as a badge of origin. And are territorial.



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## Appendix 2

### Scholarly Materials Licence

#### **Scholarly Materials Licence:**

- 1 RCA staff members grant the RCA an implied royalty-free, perpetual world-wide licence to use the IP in his/her Scholarly Materials upon their creation for the purpose of research or teaching by the RCA. The granted licence is
  - non-exclusive and irrevocable; and
  - for administrative, promotional, educational, research and teaching purposes of the RCA and any subsidiaries; and
  - the licence allows use in any format; and
  - includes the right to sub-licence unless otherwise agreed in writing.
- 2 Staff members agree to deposit a copy of the Scholarly Materials in the formats in which it is available (including digital) with the RCA Library/ Dean of School prior to leaving the RCA's employment.
- 3 Where a staff member produces Scholarly Materials in collaboration with non-RCA employee(s), the staff member will procure that the collaborator(s) also license(s) the IP in such Scholarly Materials according to the terms of this Clause x.

It is the responsibility of the creator to make any publisher, or any other party interested in the publication of such material, aware of the Scholarly Materials Licence.



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### **Appendix 3**

#### **Marking**

The following notice is to be applied to RCA owned works to protect copyright:

“Copyright © [year] Royal College of Art. All rights reserved”