

HEMEL HEMPSTEAD DAY CENTRE LTD

Company Registered in England No: 1288177

Registered Charity No: 272688

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Intellectual Property Rights Policy

The Centre in the Park (TCITP) is committed to ensuring that in relation to all matters concerning Intellectual Property, the relevant legislation is adhered to and staff are appropriately instructed in its application. The Manager has responsibility for ensuring that all relevant legislation is adhered to and for reporting to the Board of Trustees about Intellectual Property and Copyright.

Non-staff such as volunteers, research students, commissioned parties, freelancers and other contracted parties, by law automatically own the rights in works they have created (See 1.13 below). Under a genuine volunteering arrangement there is no implied transfer of copyright.

1. INTELLECTUAL PROPERTY

1.1 The following definitions apply in this document

Employment Inventions: any invention which is made wholly or partially by an employee at any time during the course of his employment with The Centre in the Park (whether or not during working hours or using TCITP's premises or resources, and whether or not recorded in material form).

Employment IPRs: Intellectual Property Rights created by an employee in the course of his/her employment with The Centre in the Park (whether or not during working hours or using TCITP's premises or resources).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

1.2 All Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to TCITP to the fullest extent permitted by law. To the extent that they do not vest in TCITP automatically, an employee holds them on trust for TCITP.

1.3 To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in The Centre in the Park by virtue of paragraph 1.2, an employee shall, immediately upon creation of such rights and Inventions, offer to The Centre in the Park a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of The Centre in the Park receiving the offer, TCITP shall refer the dispute to an arbitrator who shall be appointed by TCITP. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties.

1.4 An employee shall:

(a) give the Manager full written details of all Employment Inventions promptly on their creation;

(b) at TCITP's request and in any event on the termination of his/her employment give to TCITP all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;

(c) not attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by TCITP; and

(d) keep confidential each Employment Invention unless TCITP has consented in writing to its disclosure by the employee.

1.5 The employee waives all his present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

1.6 Except as provided by law, no remuneration or compensation is or may become due to an employee in respect of his compliance with this document. This is without prejudice to the employee's rights under the Patents Act 1977.

1.7 The Employee shall use his best endeavours to execute all documents and do all acts both during and after his employment by TCITP as may, in the opinion of the Manager, be necessary or desirable to vest the Employment IPRs in The Centre in the Park, to register them in the name of The Centre in the Park and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at TCITP's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Centre in the Park shall reimburse an employee's reasonable expenses of complying with this paragraph.

1.8 An employee shall give all necessary assistance to The Centre in the Park to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

1.9 TCITP shall be entitled to undertake the further development and exploitation of any Employment Invention or Employment IPR and the employee shall do all things necessary to assist it in respect thereof.

1.10 If TCITP does not desire to acquire the exclusive benefit of an Employment Invention or an Employment IPR, then on receipt of written notice to that effect from the Manager, the employee concerned shall be free to protect the same at his/her own cost and retain the exclusive rights thereto. Such notice by the Manager shall be given within a reasonable period but in no case shall it exceed a period of six months from the date of receipt by the Manager of the details referred to in paragraph 1.4.(a).

1.11 Where materials have been created for teaching purposes, The Centre in the Park follows the policy outlined in the HEFCE Guidance on IPR and e Materials. (See Model Contract at www.hefce.ac.uk/pubs/hefce/2006/06_20)

1.12 Where broadcasts have been made by staff, all Intellectual Property Rights in that broadcast shall be owned by The Centre in the Park. Anyone who is not a member of staff and who is involved in the making of the broadcast, e.g. an interviewee, shall be required to assign all Intellectual Property Rights, including performance rights, to The Centre in the Park.

1.13 Non-staff such as volunteers, research students, commissioned parties, freelancers and other contracted parties, by law automatically own the rights in works they have created. There should, therefore, be clear statements in place regarding the ownership of such rights, and the necessary procedures required for assignments of rights, as well as training, where appropriate. Where a volunteer produces significant material for TCITP, a simple agreement transferring copyright to TCITP may be entered into.

1.14 The Centre in the Park reserves the right to negotiate shared ownership, permission to reuse content and explore royalty opportunities resulting from collaborative projects and initiatives.

1.15 In cases where TCITP does not retain full rights of ownership in any intellectual property, TCITP must ensure that it reserves the right to reuse the work for its own purposes and that its ability to commercially exploit the work is not unduly restricted.

2. Use of Third-Party Materials

It is likely that in the course of creation or development of materials by employees and non-staff, third-party materials might be included in the final product. These could include text, images, music, sound recordings, broadcasts, film or software.

The legal position is that in general, such materials should not be incorporated into creations made by employees, or sold, copied or re-disseminated by employees without the express written permission of the owner of the rights in that third-party material. However, this general statement is subject to certain caveats:

2.1 Copyright expires after a while; the lifetime varies according to circumstances, but a good rule of thumb is that anything more than 100 years old is likely to be out of copyright. Under such circumstances, an employee would be free to copy materials as he or she sees fit. However, the employee should always take formal advice from the Manager before undertaking any such copying. It is important to be aware that even if copyright may have expired there may be other rights that still subsist, such as reproduction rights. Care must be taken to distinguish between different rights, to ensure that they are not infringed.

2.2 There are a number of important exceptions to copyright that allow someone to copy materials that are in copyright without having to ask permission or pay any fees. These include requiring a copy for non-commercial research or private study, Library Privilege or if required in a legal hearing. Employees should always check with the Manager before relying on any such exception, as many of them are restricted in scope and some are subject to misunderstandings. If content has been copied for one purpose, and is now going to be copied and/or disseminated for another quite different purpose, employees should check with the Manager before undertaking any such copying.

2.3 Patents have a lifetime of 20 years from the date that the patent was first applied for. A patent may, however, lapse, if renewal fees are not paid by the owner. Again, advice should be sought from the Manager before making or using the invention that is subject to the patent.

2.4 The use of Registered Trade Marks, logos and other organisations' names is particularly problematic, and these should never be incorporated into outputs by employees without checking with the Manager.

2.5 A quite different situation arises where the owner has been identified and has been approached for permission to copy, but has not replied. Under these circumstances, no copying should take place.

2.6 If what is being created is so-called 'User-Generated Content', for example a string of emails from various people in a discussion thread, or material contributed by several individuals on a wiki, blog or social networking site, then complex legal issues arise. The Centre in the Park follows the guidelines provided by the Web2Rights project.

3. Access to Content

3.1 The Centre in the Park aims to provide free online public access to its content under Open Access principles subject to copyright restrictions.

3.2 The Centre in the Park aims to provide access to users in compliance with third-party rights and the contractual obligations of funding bodies, sponsors and other partners.

3.3 Employees, volunteers, contractors and formal visitors shall take necessary measures to ensure that they protect the rights in The Centre in the Park Intellectual Property Rights and those in third-party content.

4. Crediting

4.1 All use of content in which rights are owned by The Centre in the Park shall require the use of the appropriate credit line and/or digital watermark.

4.2 Credit to staff in works that they create during the course of their employment shall be made on a case by case basis.

4.3 Use of third-party content shall require the use of the appropriate credit line and/or digital watermark.

5. Management of Rights

5.1 Employees, volunteers, contractors and formal visitors are responsible for ensuring that they record rights management information, associated with rights and assets created and owned by The Centre in the Park and third parties, in accordance with internal procedures, systems and legal requirements.

5.2 Whilst The Centre in the Park shall remain the first owner of copyright in works produced by staff during the course of their employment, staff shall remain the authors of the works, upon which the duration of copyright shall be based. In these instances, wherever possible this information should be recorded.

Hemel Hempstead Day Centre Ltd is a non-profit making company 'Limited by Guarantee' the sole purpose of the company is to provide for the comfort and welfare of its members who are elderly residents of the Borough of Dacorum