

## **Intellectual Property Policy**

### **1. Research output and teaching materials**

- 1.1 The copyright and other intellectual property rights in works and materials (in any media including digital media) created by faculty and in inventions made by faculty in the course of their research and teaching duties belongs to faculty in all cases, except where set out below, and subject to the other provisions of this policy. This includes research output in the form of articles, books and data sets, research tools (including software and data-gathering applications, informal and private lecture notes and their equivalent in electronic or digital form and presentations and lectures (whether or not to students) given by faculty while at the School or while representing the School in any capacity.
- 1.2 As part of the annual review process described in section 8 of the Human Resources Policies of the School, faculty are to provide documentary evidence of their achievements throughout the year (eg copies of publications, cases and teaching materials developed etc). In providing this information, faculty should indicate what rights if any have been conveyed or licensed to a third party (eg a publisher).
- 1.3 Copyright and other intellectual property rights in the following works and materials (whether research or teaching output) will unless otherwise agreed belong to the School, and the School will be free to deal with these rights:
  - 1.3.1 works, materials and inventions falling into the category described in section 6 (Institutional Work);
  - 1.3.2 any teaching materials inventions and research tools created with substantial use of the School's facilities and resources ('substantial use' going beyond ordinary use of common resources such as computer equipment, office space, telephone equipment, the School's intranet and library service and secretarial assistance) or whose protection, for example through filing or registration of patents, has been funded wholly or substantially by the School.

### **2. Third party involvement**

- 2.1 Research output:
  - 2.1.1 The rights in research output or research tools specifically commissioned by third parties are normally either jointly owned by the commissioning client and the School or (depending on the use to which the research is to be put) London Business School Trading Limited), or may be required to be assigned as a condition of the commission. Faculty participating in such research will be expected to confirm this if required.
  - 2.1.2 Research programmes funded by the School or involving collaboration with third parties (whether conducted within the School or in separate vehicles established for the purpose) may require as a condition of participation that research output or research tools arising from the programme or created for the purposes of the programme be subject to specific terms and conditions. Faculty participating in such research programmes will be subject to such terms and conditions and will be expected to confirm this if required.
  - 2.1.3 Acceptance of articles for publication in *Business Strategy Review* is subject to terms (as amended from time to time) which, unless otherwise agreed in individual cases, require the copyright in the articles to be assigned (currently to the School). Authors retain the right to re-use their article in collections of their own work without permission or fee. Third parties are not permitted to reprint without the author's consent, and the authors receive not less than 50% of the fees paid for any such permission.

2.1.4 Where the rights in research output or research tools have not already been granted elsewhere, the School or, as the case may be, London Business School Trading Company Limited, may entertain approaches from third parties who may be interested in exploiting or re-using such research output or research tools (or may initiate such approaches). Save where the rights already belong to the School under section 1.3, the School or, as the case may be, London Business School Trading Company Limited, must notify the faculty member concerned, who can veto the continuance of such discussions.

## 2.2 Teaching materials:

2.2.1 Where faculty wish to create teaching materials (in any media) for dissemination or exploitation by third parties (whether those third parties have an agreement with the School concerning the production of such materials or not), the prior approval of the Dean must be obtained. Compliance with section 3 below in relation to such teaching materials will be a condition of such approval. Approval will not normally be withheld unless section 5 is (or would be) contravened. Approval is not required where faculty wish to make such materials freely available for strictly academic or scholarly use to persons who agree that they will make no commercial use of them.

2.2.2 Where the rights in teaching materials have not already been granted elsewhere, the School or, as the case may be, London Business School Trading Company Limited, may entertain approaches made by third parties who may be interested in exploiting or re-using teaching materials (or may initiate such approaches). Save where the rights already belong to the School under section 1.3, the School must notify the faculty member concerned, who can veto the continuance of such discussions.

## 2.3 Allocation of proceeds

If agreement is reached with a third party, as mentioned in sections 2.1.4 or 2.2.2, the member of faculty concerned will receive a share of the proceeds, determined in accordance with section 7 below.

## 3. **The School's educational licence**

3.1 Subject to sections 3.3, 9 and 10, the School will have an unconditional, free and perpetual non-exclusive licence to re-use all research output, research tools and teaching materials created by faculty in the course of their employment by the School for all the School's academic and educational purposes and in all media, including digital. These will include use in the course of delivering degree-bearing programmes and executive education courses.

3.2 For the avoidance of doubt, the licence referred to in section 3.1 survives the termination of faculty's employment by the School. This is to ensure continuity in the School's teaching and research work.

3.3 The academic and educational rights of the School under section 3.1 do not extend to textbooks or to their equivalents in electronic or digital form.

3.4 If the School identifies a possibility of sub-licensing the rights granted under section 3.1 (and, if applicable, section 4.2) to third parties then it will be free to discuss the terms of a sub-licence with such third parties provided that:

3.4.1 it notifies the relevant member of faculty who will have an opportunity to veto such discussions if they clearly conflict with any arrangements already entered into by that member of faculty with other third parties and notified under section 1.2 or approved under section 2.2.1, or would require the creation of new materials by the member of faculty

concerned;

3.4.2 the School may not grant an exclusive licence of the rights granted under section 3.1 to a third party without the agreement of the relevant member of faculty; and

3.4.3 subject to section 3.4.1, if the discussions result in an agreement with a third party, the member of faculty concerned will receive a royalty determined in accordance with section 7 below.

#### **4. Recordings of lectures etc**

4.1 The School may make sound and/or video recordings of presentations and lectures given by faculty. The intellectual property rights in the recording(s) will belong to the School.

4.2 The provisions of section 3 shall apply to any content recorded or presented in the said recordings which has been created by faculty, and for these purposes the School shall have the right to use the name, likeness, voice and biography of faculty and any work created, adapted or performed by faculty whether or not in collaboration with others which is featured in any sound and/or video recording(s).

#### **5. Conflicts of interest**

A conflict of interest will in the absence of extenuating circumstances be deemed to arise (whether for the purposes of section 12.4 of the Human Resources Policies of London Business School, section 2.2.1 or otherwise) where:

5.1.1 faculty produce teaching materials for use in or by another business school (whether public, private or corporate) or management development organisation;

5.1.2 faculty enters into any exclusive agreement with a third party that would or would be likely to conflict with the rights granted to the School under section 3;

5.1.3 faculty enter into an agreement for the production or commercialisation of teaching materials whose exploitation would prejudice or harm sales of substantially similar teaching materials disseminated by the School or the School's licensees;

5.1.4 faculty enter into an agreement for the production and commercialisation of teaching materials with a third party with whom the School has an agreement for the production or commercialisation of substantially similar materials.

#### **6. Institutional work**

Except where stated to the contrary in this policy, the copyright and other intellectual property rights in all works, designs and inventions created by employees of the School in the course of their employment (including members of faculty) will belong to the School. These will include works created by the School's administrative staff, but are also intended to cover works created by members of faculty and students while engaged on business of the School (eg internal reports, papers commissioned for the School's own management and administrative purposes and the like).

#### **7. Basis for establishing royalties**

A share of any proceeds arising under an agreement with a third party of the type referred to in sections 2.1.4, 2.2.2 or 3.4.3 will be due to the member of faculty concerned, such share to be determined by the Management Board or a committee appointed by the Management Board. The decision of the Management Board or a committee appointed by the Management Board will be final and binding. Any determination will take into account what would be fair and equitable in

all the circumstances including, where relevant, practice at peer institutions.

## **8. Outside consulting**

The copyright and other intellectual property rights in anything created or invented by faculty in the course of doing outside consulting work remains with faculty. In addition, faculty must:

- 8.1.1 ensure that any outside consulting does not conflict with any obligations of faculty to the School under this policy, in particular the provisions of section 5;
- 8.1.2 comply with the guidelines set out in the Human Resources Policies concerning outside consultancy;
- 8.1.3 obtain from the School or third parties (as applicable) any copyright or other intellectual property rights permissions that may be required for the purposes of doing outside consulting work.

## **9. Centre for Management Development**

- 9.1 Section 2.2 will not apply to any teaching materials created by faculty for Centre for Management Development Company Limited ("CMD"), which are governed by CMD's normal terms (as amended from time to time) unless otherwise agreed in any particular case between faculty and CMD. Unless otherwise agreed, these allow faculty to retain the intellectual property rights in faculty's work on a company-specific programme, subject to a non-exclusive, non-transferable, royalty-free licence to CMD's client to use and reproduce such work for the client's internal purposes only.
- 9.2 Any intellectual property rights (including copyright and similar rights including database right, and trade mark rights) that may subsist in the structure, design and content of any CMD programme or module and in any materials recording the same in any media belong to CMD.

## **10. Joint ventures**

- 10.1 The School participates in a range of collaborations, partnership projects and joint ventures with third parties. The rights in teaching materials and research output created for these purposes or otherwise contributed to these projects may be subject to separate terms and conditions. Faculty participating in such projects will be subject to such terms and conditions and will be expected to confirm this if required.
- 10.2 Faculty acting as directors of the projects referred to in section 10.1 may be required to subscribe to particular terms which may contain an assignment to the School or to the vehicle concerned of the rights in any work created by the member of faculty while acting in the capacity of director.

## **11. Respecting the rights of others**

### **11.1 Copyright clearances**

Faculty and the School must respect the intellectual property rights in the work of others. Where third party material is reproduced or copied, appropriate permissions must be obtained and the School's applicable policies and guidance in this area followed.

### **11.2 Plagiarism**

Plagiarism is not acceptable in any form and it is a condition of the licence granted in section 3.1 above that no output or materials that are the subject of the licence be the subject of plagiarism.

### 11.3 Acknowledgements

Wherever the work of others is quoted or relied upon this must be properly acknowledged and authorship correctly attributed in accordance with usual academic practice.

### 11.4 Students' work

Copyright in a student's work belongs to the student except for:

11.4.1 work done on a research project where it is a term of the School's contract with the research client that the rights are assigned to the client, in which case the student should assist in securing the required assignment of rights to ensure that the School is not in breach of contract;

11.4.2 work done on a work placement or on an internship where the terms on which the work placement or internship is offered provide that the rights belong to the organisation providing the placement or internship;

11.4.3 work specifically commissioned by the School under section 6 or otherwise on terms that copyright is assigned to the School.

## 12. Companies

Members of faculty may use companies for the purposes of providing the outside consulting services referred to in section 8, for the purposes of providing such services to CMD, and/or for holding or licensing their intellectual property rights. Such companies may not be used to circumvent the provisions of this policy and are bound by the provisions of this policy.

## 13. Meaning of copyright

13.1 'Copyright' has the meaning given in the Copyright, Designs and Patents Act 1988 (and subsequent amending or superseding legislation) and includes all similar rights arising under the laws of other countries throughout the world and, for the purposes of this policy, also includes database right.

13.2 References in this policy to 'rights' include all the rights referred to in section 13.1.

13.3 This policy applies to works of joint authorship and it is the responsibility of all faculty and staff to whom this policy applies to seek to ensure that this policy is given the fullest possible effect in relation to works of joint authorship, and to reach agreement with any third party that owns rights in a work of joint authorship that this policy applies to it.

## 14. Use of the School's name and logo

14.1 The School's name and logo are assets of the School and have been registered as trade marks and have acquired legal protection through the School's use of them. Responsibility for overseeing the use of the School's name and logo lies with the Communications Team. Except as provided in sections 14.2 to 14.4 below, the School's name and logo cannot be used without permission of the Dean.

14.2 The name and logo of the School should be used in connection with all official academic business of the School in the form authorised by the Communications Team.

14.3 Faculty members, students and staff may use, and permit the use, of the School's name to identify themselves. Any such use must be in a manner that does not imply that the School in

any way endorses or accepts responsibility for the activity, product, or publication in question, or that might call into question the School's independence.

- 14.4 Other than as provided in 14.3 above, the School's name or logo may not be used on or in relation to the goods or services of a third party except on written terms approved by the School. Any proposal to permit a third party to use the logo is subject to review by the Communications Team.
- 14.5 Any use of the name or logo of the School in relation to any society or club must be approved by the Dean.
- 14.6 Any use of the name or logo of the School which is not in furtherance of the primary educational purposes of the School may only be undertaken by the School's trading subsidiary, London Business School Trading Company Limited, or the Centre for Management Development Company Limited, or where such use is by a third party, on written terms approved by London Business School Trading Company Limited.
- 14.7 The School alone is entitled to file and permit the filing of application to register the School's name and logo, or any other name or logo used in connection with the department, programme, service, activity or product of the School or affiliated entity.

## **15. Use of third party names and logos**

### **15.1 In this section:**

15.1.1 "School material" means any material created in any media by faculty, students, researchers or by other persons engaged by the School whether as employees or consultants (and includes, without limitation, stationery, newsletters, e-mails and web pages); and

15.1.2 "identifier" means any trade mark, name, symbol, logo or other sign identifying a third party.

### **15.2 As a general rule, use of School material to advertise the goods or services of a third party is not permitted. Save where provided in Section 15.3, no identifiers may appear on any School material. This policy applies to the all of the School's subject areas, research centres and to corporate publication material.**

### **15.3 Section 15.2 shall not apply to use of an identifier:**

15.3.1 to promote a specific event, such as an annual lecture, symposium or a special anniversary or to identify the participants in such events;

15.3.2 on a one-off publication (including working papers or a specific series of working papers) by way of a text or logo reference to a third party with whom the School has an exclusive contractual relationship. Such a reference or logo must be placed at the bottom of the page and must be preceded by the phrase 'supported by', 'sponsored by' or similar;

15.3.3 on a web page link to a commercial third party's site if the site provides a service to the School's primary community (faculty, staff, or students), as long as the School is not receiving any goods or services for creating the link;

15.3.4 to acknowledge the funding or support provided by non-commercial entities (such as government agencies, grant-making bodies and the like) where such acknowledgement is a condition of the said funding or support;

15.3.5 use of identifiers in case studies solely for the purposes of identifying the organisation that is the subject of the case study.

15.4 All School materials to which it is proposed an identifier should be applied (*other than School materials to which any of the exceptions listed in Section 15.3 apply*) are subject to review by the Communications Team.

15.5 Individual requests to gain exemptions from the requirements of Section 15.2 (which would not be permitted under Section 15.3) are at the discretion of the Dean.

## **16. Status of this policy**

16.1 This policy forms part of the Human Resources Policies of the School and as such is a part of the terms and conditions of employment of both full-time and part-time faculty. All references in this policy to faculty therefore includes both full-time and part-time faculty.

16.2 This policy is without prejudice to the provisions of the Copyright, Designs and Patents Act 1988 (and subsequent amending or superseding legislation) and in particular the provisions permitting certain uses to be made of copyright works without infringement of copyright.

16.3 References in this policy to the School and to any member of faculty are to their respective heirs, successors in title and assigns including, in the case of a member of faculty, any company of the kind referred to in section 12.

## **17. Guidance**

Guidelines or other explanatory materials may be issued from time to time in order to explain the application of this policy in particular cases. Any such guidelines or materials are subject to this policy, and if there is any inconsistency between such guidelines or materials and this policy, this policy prevails.

## **18. Dispute resolution procedure**

In the event of any disagreement between a member of faculty and the School concerning any of the matters contained in this policy which cannot be resolved by discussion, the dispute may (except in cases involving conflict of interest which are dealt with under the Human Resources Policies) be referred by either the said member or the School to the Management Board or a committee established by the Management Board for final determination.