

London School of Theology

Intellectual Property Policy

Initial process of consultation and ratification:	Executive Team, legal advice, employees, Academic Affairs Committee, Board of Trustees
Executive Team Member Responsible:	Academic Dean
Individual Responsible:	David Hilborn
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1. Introduction

This policy, which draws on that of Middlesex University's October 2010 Human Resources Policy Statement HRPS25, 'Intellectual Property Rights & Revenue Policy', is designed to guide LST and its employees and enrolled students on matters relating to Intellectual Property (IP).

2. Scope

- 2.1. This policy applies to all employees and Visiting Lecturers at the London School of Theology (LST).
- 2.2. This policy sets out LST's position concerning the ownership and division of revenue, if applicable, in respect to IP developed by employees in the course of their employment. It does not aim to deal exhaustively with all possibilities but sets a framework within which individual cases can be managed and what legal steps to take if resolve is needed.

3. Definitions

- 3.1. **Intellectual property (IP)** is the creative product of a person's mind. Copyright, patents, designs and trademarks are types of IP.
 - a. In general, if a person creates something, the person will own the IP for that creation and can license the use of that IP to someone else.
 - b. A licence, that is a contract between the IP holder (licensor) and the licensee, is a limited permission for a person or organisation to use the IP rights of another person or organization.
 - c. Some types of IP gain protection automatically, others require an application.
- 3.2. **Copyright**, which applies to any medium, is an automatic right for which registration is not necessary that gives the creator of an original 'fixed' work exclusive rights to its use and distribution, with the intention of enabling the creator of intellectual property to receive compensation for their work. Copyright allows and enables the creator to (a) sell the copyright but retain the moral rights; (b) license the copyright for use by others but retain the ownership; and (c) object if work is distorted or mutilated.
- 3.3. **Teachers** are those responsible for delivery of programme content, including lecturers, online writers and tutors, research supervisors and other teaching staff.

4. Principles

- 4.1. In relation to questions of ownership of IP, LST relies on the Intellectual Property Act 2014, The Copyright and Rights in Databases Regulations 1997, and the Copyright, Designs and Patents Act 1988, which state that IP ownership vests in the employing organisation in cases where the invention, design, or 'work' is made in the course of the employee's normal duties or might reasonably be expected to result from those duties, or is made as a result of specially assigned duties.
- 4.2. Intellectual property that can be demonstrated to have been created by an employee, other than in the course of employment and without recourse to any of the employer's resources, is owned by the employee not the employer.
- 4.3. The law recognises that time spent in creating original work and working on ideas or designs for new products and processes is an investment which deserves protection from being copied or exploited, or both, by other parties for their benefit without reference to the originator. A variety of legal rights protect applications of ideas and information that may be of commercial value. Those most relevant to the LST's activities include database rights, copyright and 'know how'.
- 4.4. LST recognises the importance of careful exploitation of its IP rights, both in terms of fulfilling its responsibility to the wider academy, the church, and the community, and to generating a financial return from the intellectual capital it supports. LST considers that there is no inherent conflict between this goal and LST's overriding mission.
- 4.5. In some cases, LST has an obligation to seek out exploitation or otherwise secure IP rights. For example, where an external body funds LST's research and development activities, LST may be contractually required actively to seek opportunities to do so or to support a charitable funder's objects.
- 4.6. LST aims to enable the creators of intellectual property to receive compensation for their work. It recognises that the successful handling of IP assets can influence significantly both employee recruitment and morale.
- 4.7. Based on these principles, LST's IP policy objectives are summarised as following:
 - 4.7.1. To promote a research contribution to the academy, the church and the community.
 - 4.7.2. To protect the copyright interests of LST.
 - 4.7.3. To promote the reputation and reach of LST.
 - 4.7.4. To protect the copyright of employees' contributions in respect of creative works or performances, publishable research and study materials.
 - 4.7.5. To ensure that the academy, church and wider community benefit fully from the creative and research activities conducted by employees of LST.
 - 4.7.6. To promote cooperation and collaboration within LST.
 - 4.7.7. To enable LST to meet its charitable and mission objectives.

5. Policy Regulation and Management

- 5.1. The Academic Dean has oversight of this policy and is responsible for advising the Executive Team and Board of Trustees on issues relating to:
 - 5.1.1. protection of copyright for creative work;
 - 5.1.2. changes to this policy and its management;

- 5.1.3. whether any IP issues fall within the scope of this policy; and
- 5.1.4. the hearing of appeals made by employees in relation to unusual or special cases involving IP and IP rights.
- 5.2. The HR department is responsible for the day-to-day management and implementation of this policy, including the recording and management of licences.
- 5.3. This policy does not cover all aspects of IP management. In respect to the formation of businesses or companies, for example, the exploitation of IP may give rise to tax implications. As specific issues arise, under the guidance of HR and the Academic Dean, specific advice may need to be taken by the parties involved.

6. Ownership

- 6.1. Based on legislative provisions, and the principles set out in section 4, LST retains its rights to ownership of all IP if:
 - 6.1.1. the IP was created in the course of the employee's normal duties such that it might reasonably be expected to result from the employee carrying out those duties as specified in their employment contract or in an IP agreement;
 - 6.1.2. the IP was created in the course of duties falling outside the normal duties but during duties specially assigned to the employee by their line manager;
 - 6.1.3. the nature of the employee's duties and the responsibilities arising from them were, at the time the IP was made, such that the employee had an obligation to act in good faith towards LST; or
 - 6.1.4. the IP was made, without special payment or arrangement by the employee, using consumable resources of LST.
- 6.2. Therefore, LST retains its rights of ownership of the following categories of employee output:
 - 6.2.1. work pertaining to the administrative and financial operation of LST;
 - 6.2.2. computer programs including databases and the source code, that is, software or firmware;
 - 6.2.3. outcomes of research that have been specifically funded or supported by LST or its funding partners;
 - 6.2.4. materials produced for marketing purposes;
 - 6.2.5. resources and materials created for the purpose of programme delivery, including student learning materials (see 7); and
 - 6.2.6. learning materials commissioned by LST for the purpose of online delivery.
 - 6.2.7. other resources and materials created by employees acting in a professional capacity for LST, including:
 - a. programme validation documents;
 - b. module descriptors;
 - c. programme handbooks;
 - d. module syllabi;

- e. handouts, slides, audio-visual materials related to the delivery of lectures;
 - f. module materials developed for online and distance learning;
 - g. photographs and videos relating to delivery of lectures;
 - h. annual and periodic reports;
 - i. programme publicity materials;
 - j. records and documents developed for examination and assessment purposes; and
- 6.2.8. any other work in any format specifically commissioned and sponsored by LST.
- 6.3. In other cases LST recognises that IP legally belongs to the author or originator, meaning that when a person creates something, that person will own the IP rights for that creation and can license the use of that IP to another.
- 6.4. On this basis an employee retains ownership of intellectual property created when all of the below apply:
- a. Created entirely on their own time;
 - b. without the use of any company property (e.g., equipment, supplies, facilities or confidential trade secret information);
 - c. does not relate directly to LST administration or current teaching; and
 - d. does not result from the individual's work performed for LST.
- 6.5. Where relevant, employees are encouraged to keep records documenting the creation of their ideas on their own time, with their funds and their own equipment, to avoid IP ownership disputes in future.
- 6.6. Following the custom and practice of UK HEIs of waiving their rights to ownership of various types of IP, LST specifically waives its rights to ownership with respect to the employees' work in any format of the following:
- 6.6.1. monographs and other books or booklets
 - 6.6.2. edited volumes
 - 6.6.3. journal articles and chapters or sections contributed by the employee to volumes edited by others
 - 6.6.4. reviews
 - 6.6.5. dictionary entries
 - 6.6.6. dramatic works
 - 6.6.7. notes for performances, dance or mime
 - 6.6.8. musical works
 - 6.6.9. lyrics
 - 6.6.10. poetry
 - 6.6.11. artistic craftsmanship or works
 - 6.6.12. graphic works
 - 6.6.13. sculptures, etchings, lithographs and woodcuts

- 6.6.14. sound recordings
 - 6.6.15. films or recordings of any kind from which a moving image and soundtrack may be reproduced
 - 6.6.16. broadcasts to the public and cable programmes via telecommunications, including 'social media' postings; and
 - 6.6.17. internally organised conference proceedings.
- 6.7. The waiving of rights in the categories above may occur only where LST:
- 6.7.1. does not have obligations to third parties, such as businesses, funding bodies or charities, that would inhibit it legally permitting the waiver; and
 - 6.7.2. has not asserted ownership according to 6.1-6.2.
- 6.8. Where LST employees generate IP with third parties, such as funders or partner organisations, shared IP rights will be negotiated to protect LST's IP rights.
- 6.9. IP rights must be defined in all LST partnerships and contracts with third parties, including publishers.
- 7. Ownership of Student Learning Materials**
- 7.1. Student learning materials such as PowerPoint slides, lecture handouts, lecture outlines, recorded material,¹ online teaching materials, bibliographies and other materials that could reasonably be made available to students remain the property of LST.
- 7.1.1. Such learning materials are to be made available on the relevant module area on the VLE.
 - 7.1.2. Lecturers are, on request, required to make available to the Academic Dean all such materials that could reasonably be made available to students.
- 7.2. Learning materials may reference or quote the IP of the employee (see 7.7), other employees, or external persons, and references should be included in the usual manner, according to academic citation standards.
- 7.3. Teachers are encouraged to respond positively to requests to make available to colleagues such other created materials that would aid in their preparation of lectures, seminars or classes.
- 7.3.1. Unless they wish otherwise, the authors of these learning materials will always be clearly identified and credited.
 - 7.3.2. Except in extraordinary circumstances (such as lecturer illness) and authorised by the Academic Dean, a lecturer should not use another lecturer's teaching materials wholesale without their permission, unless these materials are intended to be available across modules (such as Study Skills materials) or across years (such as online module materials).
 - 7.3.3. Module materials for online teaching are designed to be used by any future teacher of that module and therefore a contracted online tutor may use and apply minor edits to such materials during their contract. More significant

¹ Such as videos created for the VLE. The recording of lectures, and associated rights, is covered in the Lecture Capture Policy.

updates require the permission of the Programme Leader and will be credited on the online module.

- 7.3.4. Where teachers of other modules (including on-campus modules) wish to make use of online module materials, this should be clearly credited.
- 7.4. Should LST significantly alter the content of any learning materials, including online learning materials, authors shall be given the opportunity to remove their names from it on request.
- 7.5. LST's copyright pertains only to the expression of ideas in the learning materials, not the ideas themselves, which the authors are free to disseminate as they wish.
- 7.6. Personal teaching aids and lecture notes, developed for the delivery of lectures and seminars, remain the property of the employee concerned.
- 7.7. LST's ownership of learning materials, including online materials, is not intended to preclude their use by their authors for publication in any format. However, in all cases, the author wishing to use this material must seek prior written permission from the Academic Dean and give appropriate credit.
- 7.8. In cases where employees include in learning materials, such as module descriptors or lecture handouts, work which is claimed to be a substantive original contribution to knowledge, the employee should contact the HR department and a signed IP licence agreement between the employee and LST is to be drawn up and held by the HR department (see 8.1).
 - 7.8.1. Since LST's IP extends only to the actual content and format of the learning materials themselves rather than the ideas (see 7.5), and LST encourages publication of learning materials by their authors (7.7), an IP agreement will only be needed in rare cases, such as where the ideas are presented in an original way which might be considered to lead to potential IP conflicts with a future publisher or employer.
 - 7.8.2. In a case of disagreement or dispute with respect to the original contribution status, an appeal by either or both parties may be made to the Academic Dean, who will assess the claim, consulting the Executive team if necessary. If no resolution is found, the claim may be taken to the Academic Affairs Committee for adjudication.
- 7.9. In order to protect LST and its employees, at all times and in all cases of dissemination, the author concerned must observe LST's GDPR Policy and any applicable IP licence agreement terms.
- 7.10. Where LST desires the conversion into learning materials of any of the works in which it has waived its rights (see 6.6 above), the active approval and written consent of the author or authors must be obtained. The authors of such converted works will normally be identified and credited as authors unless they desire not to be so identified.
 - 7.10.1. This does not include the normal use of published works in learning materials, such as in quotations and assigned reading. These should be cited in the standard way.

8. Identifying and protecting IP rights with a licence agreement

- 8.1. When employees undertake work in the normal course of their duties from which original-content IP is seen to be created (e.g. 7.8), the IP rights that arise, or may be expected to arise, may need to be identified and licensed for use by LST.
 - 8.1.1. The author should notify the HR department and request a relevant licence agreement. The author should keep the nature of the work and its potential IP confidential until the work is completed, and IP use is agreed; and assist the licencing process by maintaining appropriate records of the creation and development of the IP.
- 8.2. LST will assess which licence agreement is appropriate for each case:
 - a. Exclusive Licence: An exclusive licence is an agreement where author permits LST to use the IP for the agreed purposes to the exclusion of all other persons i.e. the author will promise that they will not grant any other licences to third parties or exploit the IP themselves.
 - b. Sole Licence: A sole licence is an agreement where the author promises not to grant the same permission to any third party but will retain the right to exploit the IP themselves.
 - c. Non-Exclusive Licence: The licensor may use the IP and may license others to use it too.

9. Intellectual property in research grants and consultancies

- 9.1. In all agreements by LST with third parties where IP is a likely outcome, such as research grants, external teaching or consultancies, employees shall ensure that contracts are approved in writing by the Academic Dean and HR Department to ensure the safeguarding of IP. To this end:
 - 9.1.1. employees shall work with the HR Department through the Academic Dean, using reasonable endeavours to ensure that all research and project work outcomes are, wherever possible, owned by, assigned to, or licensed to, or otherwise available for use by, LST on advantageous or adequate terms, and that such terms are agreed and made clear in any bid, proposal or collaboration relating to the research or project prior to commencement of the work.
- 9.2. Where there is an intention to use postgraduate or research students in any research project in which any or all of the following applies:
 - 9.2.1. there is a third-party collaboration, such as the government, other educational institution or business;
 - 9.2.2. LST intends to continue to use the output or results of the project after the student has left LST;such students shall be informed, by their supervisor or programme leader at the time of advertising the studentship or before engagement on the project or before enrolling on the programme, of the requirement to sign an agreement conferring all rights, title and interest in the IP to LST and to sign a non-disclosure agreement (as relevant), and of any revenue-sharing arrangements in place.
 - 9.2.3. It is the responsibility of the supervisor, programme leader, project manager, depending on the case, with the assistance of the HR Department, to ensure that the students give their informed, written consent to the IP assignment.

- 9.2.4. Such an agreement is not intended to preclude future publication by students of their own research carried out as part of the project, but this must be with written permission of LST and any third-parties.
- 9.3. In an LST research project where there is an intention to use any IP which is owned or controlled by a third party, an employee shall ensure, under the guidance of the HR Department, that appropriate consent is granted to this use in order that infringement is avoided and all necessary rights have been secured.

10. Duration of obligations under the LST IP policy

- 10.1. Employees shall remain bound to the terms of this policy for the length of time necessary for the terms to have their full meaning and effect. This includes obligations of confidentiality. Employees who leave the employment of LST shall be expected to acknowledge LST's IP rights created during their employment and shall be expected to abide by this policy and any IP licence agreement entered with regard to such rights and continuing obligations.
- 10.2. All materials, including digital files, notebooks and similar, that contain records of work in which the IP is owned by LST (e.g. 6.2, 6.2.7, 7) shall be left with the HR Department when the employee bound by this policy leaves the employment of LST.

11. In implementing this policy LST will:

- 11.1. include in all employment contracts a clear statement about IP ownership with specific provisions relating the employment status and intellectual property that may be created in the employee's role;
- 11.2. provide advice on IP to employees, postgraduate and research students;
- 11.3. as necessary develop codes of practice and other written guidelines on specific aspects of intellectual property to facilitate the identification and best use of IP generated within LST;
- 11.4. monitor its procedures and practices to ensure the best financial return possible to employees and to LST subject to LST's mission and charitable objects;
- 11.5. maintain an appeals procedure in case of disputes concerning matters of IP (see e.g. 7.8.2)²; and
- 11.6. ensure that LST's practices conform to legal developments.

[end]

² Depending on the nature of the Appeal, these may be made to the Academic Dean (for learning materials and other academic content) or to the Director of Finance and Administration for all other issues. Where adjudication is required the Board of Trustees or Academic Affairs Committee may be consulted.