

SPIRIT STUDIOS.

Intellectual Property Regulations

Introduction

In this document, ‘Intellectual Property Rights’ (IPR) refers to all intellectual property rights including but not limited to patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights. Spirit Studios means the company Spirit SSR Ltd., registered at 79 Tib Street, Manchester, M4 1LS.

Policy

It is the policy of Spirit Studios to encourage work with a commercial potential. Accordingly, Spirit Studios will ensure that whenever valuable rights arise from the commercial exploitation of a student’s work, that financial rewards are shared between Spirit Studios and those students who have made a significant contribution to the work, unless the terms of any grant or contract prevent such action. Such financial rewards shall be shared in accordance with Spirit Studios’ IPR Revenue Sharing Scheme from time to time in force.

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IP and students

In the interest of encouraging innovation, entrepreneurship, and development of new ideas by our students, Spirit Studios does not assert ownership over IPR developed, made or created by our students in the course of their study or research at Spirit Studios, except where:

- (i) a student holds funded studentship under which the validating university has rights to the arising Intellectual Property Right.
- (ii) a student holds an externally sponsored studentship under which the sponsor has rights to, ownership of or requires Spirit Studios to own the arising Intellectual Property Rights.
- (iii) a student is employed by Spirit Studios and the study or research is undertaken in the course of their employment (in which they will be treated as an employee and the provisions of Spirit Studios staff IP Policy will apply – see paragraph 8)
- (iv) a student participates in an externally funded research programme or other programme of work under the terms of which ownership or rights to use the arising Intellectual Property Rights are committed to the external sponsor.
- (v) a student participates in a research programme or other programme of work which is funded by Spirit Studios.
- (vi) a student generates Intellectual Property Rights which build upon the existing Intellectual Property Rights of Spirit Studios.

Where students make, develop, create or contribute to Intellectual Property Rights pursuant to clauses 2(i) to 2(vi) (above) they should bring this to the attention of their course leader as soon as practicable, reporting full details and delivering up any copyright materials.

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Non-exclusive license

Where Intellectual Property Rights developed, made or created by students in the course of their study or research at Spirit Studios vest in the student, the student hereby grants Spirit Studios a non-exclusive licence to use the Intellectual Property Rights for teaching, research, innovation or academic publication purposes.

If expressly required by the student, Spirit Studios shall keep the information arising from the Intellectual Property Rights confidential until either the information is released into the public domain and/or the application for patent is published by the relevant patent office.

Confidential information

All students shall keep secret all confidential information of Spirit Studios, including IPR developed pursuant to clauses 2(i) to 2(vi) (above) and shall:

- (i) only use such confidential information for the proper purposes of their course of study or as authorised in writing by Spirit Studios;
- (ii) ensure that, where authorised by Spirit Studios to disclose its confidential information, confidentiality agreements are in effect before disclosing any valuable or potentially valuable information to anybody other than Spirit Studios employees. (Please see Spirit Studios' Confidentiality Agreement.)
- (iii) where information and discussions are covered by secrecy agreements and understandings or non-disclosure agreements in addition to these regulations, students shall treat such information and discussions in confidence and act in accordance with the terms of such agreements and understandings.

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(iv) notify Spirit Studios if they have reason to believe that outside bodies or individuals which or who receive Spirit Studios information through a confidentiality agreement may be about to break, or appear to have broken that agreement or understanding.

Contracts

Students shall (at the expense of Spirit Studios) sign and execute all such documents and do all such acts and things as Spirit Studios may reasonably require in order to vest in Spirit Studios, or in any third party which Spirit Studios might nominate, and to protect and/or exploit any Intellectual Property Rights in accordance with these provisions.

Spirit Studios Brand

For the avoidance of doubt, the use of Spirit Studios related trademarks, logos or other such representations or their likeness (including corporate colours), whether graphically or in some other form may not be used in such a way as to insinuate that Spirit Studios have been involved in the production of or have endorsed the production and or sale of the product or service (or other such IPR) in question, save where the student has received the express prior consent from Spirit Studios to do so.

Students should liaise with their course leaders to obtain this consent.

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IP and Spirit Studios Staff

Spirit Studios and its employees acknowledge the value of ensuring that Intellectual Property Rights are correctly identified and exploited.

Spirit Studios and its employees agree that in the absence of a contrary written agreement and subject only to the articles 8(i) to 8(v) below, the copyright and design right subsisting in any works made or acquired by an employee during the course of his/her employment shall belong to Spirit Studios, including without limitation, such copyright and design right as may subsist in the following works:

- (i) all records, documents and other papers which pertain to the finance and administration of Spirit Studios;
- (ii) course materials produced for the purposes of the curriculum of a course run by Spirit Studios and produced, used or disseminated by Spirit Studios;
- (iii) computer generated works, other computer software, firmware and semi-conductor topographies;
- (iv) works produced during the course of or as a result of research specifically funded and supported by Spirit Studios; and
- (v) video tapes, films, drawings, photographs or other documents whether or not created by or produced using Spirit Studios facilities. Any copyright and/or design right subsiding in the following works, in the absence of a contrary written agreement between Spirit Studios and the employee, shall belong to the employee whether made during the course of employment or otherwise:

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The above paragraphs shall apply except where agreement to the contrary is reached between individual employees and Spirit Studios.

Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, the matter should be taken up by the individual employee with the Director whose decision shall be final.

Employees shall (at Spirit Studios' expense) sign and execute all such documents and do all such acts and things as Spirit Studios may reasonably require in order to vest in the Company and to protect and/or exploit any copyright and/or design right in accordance with the provisions of this document.

Subject only to written agreement to the contrary, and to any contrary provisions of this paragraph, all Intellectual Property Rights arising from or created by employees during the course of their employment shall belong to Spirit Studios.

Where an employee has created, compiled, acquired or discovered anything in which IPR may exist and which may be commercially exploitable, the employee shall disclose the existence and nature of such Intellectual Property Rights to the Director.

The employee must treat the existence and nature of the IPR as confidential and must not disclose such information to any third party without the express permission in writing of the Director.

Where Spirit Studios exploits for commercial gain any Intellectual Property Rights to which paragraph 8 applies we shall, where appropriate, pay to the employee or employees who created or discovered such rights such sums as in our absolute discretion we determine fair and reasonable.

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