

**Policy description:**

The following Policy applies to staff employed by the College and details the College position with regard to the confidentiality of College information and copyright of all records and documents, including electronic media produced by employees and employee inventions, during the course of employment.

**Supporting documentation:**

**Links to other policies:**

- Disciplinary and Dismissal Procedures
- Staff Code of Conduct
- Health and Safety Policy
- Social and Electronic Media Policy

## 1. Executive Summary

The Confidentiality, Copyright and Employee Inventions Policy outlines the College Policy regarding the disclosure of confidential College information and the copyright of all form of records or documents, including employee inventions, produced by employees during the course of employment, based on the needs of the College.

## 2. Context

The policy is produced in line with the Patents Act 1977 and the Copyright Licencing laws in relation to the handling and usage of copyright and employee inventions.

## 3. College Confidentiality Policy

3.1 You shall not either during your employment (except in the proper performance of your duties), nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Corporation) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Corporation or to any Subsidiary relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.

3.2 *Confidential information* shall include (but shall not be limited to) the following:

3.2.1 information concerning the services offered or provided by the Corporation or any Subsidiary including the names of any person, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any prospectus or other document which is available to members of the public);

3.2.2 the Corporation's marketing strategies and business plans or those of any Subsidiary;

3.2.3 any information relating to a proposed reorganisation, expansion or contraction of the Corporation's activities (or those of any Subsidiary) including any such proposal which also involves the activities of any other corporation or organisation;

3.2.4 financial information relating to the Corporation or any subsidiary (save to the extent that such information is included in published audited accounts)

3.2.5 details of employees of the Corporation or any Subsidiary, the remuneration and other benefits paid to them and their experience, skills and aptitudes;

3.2.6 any information which you have been told is confidential or which you might reasonably expect to be confidential;

3.2.7 any information which has been given to the Corporation or any subsidiary in confidence by students or other persons, companies or organisations.

- 3.3 Notwithstanding the above, the Corporation affirms that all staff have freedom within the law to question and test received wisdom relating to academic and other affairs, and to put forward new ideas and controversial or unpopular opinions about academic and other related matters, without placing themselves in jeopardy or losing the jobs and privileges they have at the Corporation, providing that such comments are made without vexatious or malicious intent.
- 3.4 All records, documents, other papers, electronic media and all communications (together with any copies or extracts thereof made or acquired by you in the course of your employment) shall be the property of the Corporation and must be returned to it on the termination of your employment, subject to the provisions of the Corporations policy on shared learning resources (see below).
- 3.5 Any data within the College system may be subject to retrieval by an authorised member of staff, on behalf of the Corporation.

#### **4. College Copyright Policy**

- 4.1 Subject to paragraphs 4.2 and 4.3 below, the copyright in all records and documents including electronic media made by you in the course of your employment shall belong to the Corporation.
- 4.2 For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the Corporation shall belong to the Corporation.
- 4.3 You shall during the course of your employment be prepared and willing to share all learning resources and curriculum materials developed or acquired by you. Although such resources remain the property of the Corporation, you have the right to retain copies of any learning resources or curriculum materials developed by yourself during the course of your employment.
- 4.4 The copyright in any work executed in your own time or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purpose of furthering your professional career shall belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education. Such work should not be held on the College system (see 3.5)

#### **5. Employee Inventions Policy**

- 5.1 The provisions of sections 39 to 42 of the Patents Act 1977 ("The Patents Act") relating to the ownership of employee inventions and the compensation of employees for certain inventions respectively are acknowledged by the Corporation and by you.
- 5.2 You agree that, by virtue of the nature of your duties and the responsibilities arising from them, you have a special obligation to further the interests of the Corporation within the meaning of section 39 (1) (b) of the Patents Act.
- 5.3 Any invention, development, process, plan, design, formula, specification, program or other matter or work whatsoever (collectively "the inventions") made, developed

or discovered by you, either alone or in concert, whilst you are employed by the Corporation shall forthwith be disclosed to the Corporation and, subject to section 39 of the Patents Act, shall belong to and be the absolute property of the Corporation or such Subsidiary as it may designate.

5.4 You shall at the request and cost of the Corporation (and notwithstanding the termination of your employment, howsoever arising,) sign and execute all such documents and do all such acts as the Corporation may reasonably require:

5.4.1 to apply for and obtain in the sole name of the Corporation alone (unless the Corporation otherwise directs) patent, registered design, or other protection of any nature whatsoever in respect of the inventions in any country throughout the world and, when so obtained, to renew and maintain the same;

5.4.2 to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection; and

5.4.3 to bring proceedings for infringement of any such patent, registered design or other protection.

5.5 The Corporation shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process in which event you shall observe the obligations relating to confidential information which are contained in clause 3.4 of the Agreement.

**Acceptance of Confidentiality, Copyright and Employee Inventions Policy**

I agree to abide by the following procedures and return all property belonging to the College upon termination of my employment

Signed: .....

Date: .....

NAME: .....

SCHOOL/DEPARTMENT: .....

Please return this slip to the Human Resources Department