

Intellectual Property Policy

1. Introduction

- 1.1. The Guildhall School of Music & Drama's mission is to "inspire the extraordinary" and in particular, encourage its members, whether staff or students, to be bold and "to try new things and step up and act when we can make things better."
- 1.2. In the course of the School fulfilling its mission, its staff, students and the people and organisations they work with will create and use many forms of Intellectual Property (IP).
- 1.3. The School recognises that its members need guidance on how any IP created during the course of their activities should be handled so that the maximum impact can be made.
- 1.4. This document, the Guildhall School of Music & Drama IP Policy, sets out a description of what constitutes IP, the School's guiding principles on how IP should be managed, the ownership of IP at the point of creation, and how the IP can be used by all parties who either created or contributed to it and/or who want to use or have rights to the IP thereafter.
- 1.5. This Policy applies to IP generated by all staff on all types of contracts, and students who are participating in a taught or research degree programme at the School. It also applies to how it will approach relationships with all third parties providing services to or conducting activities with the School.
- 1.6. The Policy does not apply to those Students participating in Junior Guildhall, the Centre for Young Musicians, or participants of short courses, creative entrepreneurs, or any other short courses not falling under the jurisdiction of the Academic regulatory framework.
- 1.7. Where a contract in which the School is a Party to an agreement that does not state how IP should be managed, this Policy is the "de facto" reference for IP management.
- 1.8. Where a relevant contract does state how IP created through it should be managed, the contractual terms will take precedence over this Policy.
- 1.9. Staff and students engaging with third parties should share this IP Policy with them. This is the School's strongly-preferred mechanism for managing IP as part of any contract or relationship with a Third Party.
- 1.10. The School's IP Policy aims to: protect, help and incentivise creators to enhance their recognition and share their work effectively; to be clearly understood by anyone who reads it.
- 1.11. Therefore, the School has structured this Policy in a way that makes it accessible to as many people as possible. To aid this, this Policy is structured with broad principles at the beginning of each section. Additional details, where necessary, are listed later on in each section.
- 1.12. This Policy is effective from **12/09/2024** until its next revision by the Guildhall School Academic Board.

2. Guiding Philosophy

- 2.1. The Guildhall School of Music & Drama wants to enable its members and collaborators to make maximum possible positive impact with their work. This means:
 - 2.1.1. It wants the maximum number of people to see the work of the School, its staff and students,
 - 2.1.2. It wants to incentivise creators to make an impact with their work,

- 2.1.3. It wants to protect and help its creators whilst they undertake impact activities so that they can achieve maximum success.
- 2.1.4. That the ownership, usage and exploitation of that IP will be determined by the pathway to maximum impact for that IP.
- 2.2. The School invests time and resources in its members so that it can fulfil its purpose, which is to “be the home of exceptional training, research and partnership in the performing arts; helping people to live well, in a world worth living in.”
- To demonstrate that we fulfil this purpose to funders in reporting, we ask members to tell us when work supported by the School in any way takes place and for the School to be credited for its support.
 - Recognising that so much of the sector struggles to sustain itself financially, we have no desire to take any revenue from the majority of the projects we support. However, so we can continue to fund and support others, we ask that the School receives a small share of revenue from the largest and most successful projects it has supported or where a project has received **Significant Investment** from the School (defined in Appendix 2).
- 2.3. This Policy is a framework for guiding staff, students and third parties on how to manage intellectual property and it is designed to work in most cases. However, if an aspect of this Policy prevents clauses 2.1 or 2.2 from being fulfilled because of the creation of new and innovative activities being undertaken, these clauses will act as the guiding principles to resolve any particular issue.

3. Intellectual Property

- 3.1. IP is used (for simplicity) to mean both the wide range of outputs generated by staff and students at the School and the legal rights that protect them.
- 3.2. IP includes creative outputs such as artistic, literary and dramatic works, data, databases, designs, inventions, knowledge and trade secrets, performances, and software.
- 3.3. Newly created IP is either automatically protected upon creation (such as with copyright and moral rights) or it can be protected afterwards (such as with patents, trademarks and registered designs).
- 3.4. This Policy will deal with who owns a piece of IP once it is created, who has the right to protect any newly created IP and who will have the right to use the IP irrespective of whether it protected or not.
- 3.5. As new forms of IP are created all the time, it is not possible to generate an exhaustive list of all types of IP and a list of rules which govern all scenarios. Where there is uncertainty, reference should be made to the Guiding Principles of this Policy and a pragmatic approach applied using those principles.

4. Types of IP and IP Rights

This section is an overview of IP and IP Rights for the purposes of being able to read and interpret this Policy, without having to refer to other documents. The list of IP types is not exhaustive but covers the majority of IP likely to be relevant to people at the School. You can find out more detailed information about IP online.

- 4.1. A **copyright** gives its owner the exclusive right to copy, distribute, adapt, display, and perform a creative work, usually for a limited time. The creative work may be in a literary, artistic, educational, or musical form. This is the most relevant type of IP to the School as most of the IP created and used is likely to be of this form. For the purposes of this Policy, copyright is split into four categories:
- **Artistic Outputs** – an extensive list of these works is provided in Schedule 1.
 - **Scholarly Works** - this includes items such as books, contributions to books, articles, conference papers and all academic works.
 - **Teaching Works (pedagogical)** – this includes Course Names, Descriptions and Content of any teaching courses created or contributed to by staff or students at the School.
 - **Research Outputs** – this covers all other copyright works produced through research activities. This may include things such as the copyright to funding applications and supporting documents, software, databases and data.
- 4.2. Alongside copyright, there are separate protections offered to performers known as **Performers' Rights**. These provide several rights for performers in relation to their performances. A performer can be anyone who acts, sings, delivers, plays in, or otherwise performs a literary, dramatic or musical work. Performers' rights prevent people from:
- making recordings of, or broadcasting, a live performance
 - making a recording directly from a broadcast of a live performance
 - making a copy of a recording of the performance
 - issuing copies of a recording to the public
 - renting or lending copies of a recording to the public
 - uploading the recording to the internet where it may be viewed by the public
- Performers' rights can also help to ensure that performers receive payment for their work.
- 4.3. **Moral rights** recognise authors' interests in controlling the use of their Artistic Outputs. They include the rights of:
- The right to be identified as the author/director
 - The right to object to derogatory treatment.
 - The right to object to false attribution
 - The right to object to the issuing to the public of a distorted work.
- Moral rights are related to but distinct from copyright, which protects owners' economic interests. Moral rights protect noneconomic rights of the work's creator.
- 4.4. A **trademark** consists of a recognisable sign, design, or expression that identifies products or services from a particular source and distinguishes them from others. Each jurisdiction has its own system for registering trademarks. In the UK you can register a trademark with the Intellectual Property Office (IPO).
- 4.5. A **registered design** helps protect the appearance of a product, such as its shape or pattern. Registering a design makes it easier to prove who the design belongs to and when it was created. This will help if anyone tries to copy or use the design without the owner's permission. The design must be new and must be either a physical shape, configuration, decoration, colour or pattern. In the UK you can register a design with the IPO.
- 4.6. A **patent** gives its owner the legal right to exclude others from making, using, or selling an invention for a limited period of time in exchange for publishing a detailed description of the invention. There is a worldwide system for registering and coordinating the protection

of patents. In the UK this is managed by the IPO and it would normally be the first place you would apply for a patent if you are based in the UK.

4.7. A **trade secret** is information that:

- is not generally known to the public;
- confers economic benefit on its holder because the information is not publicly known; and
- where the holder makes reasonable efforts to maintain its secrecy.

As a creator of a trade secret you have the right to keep it confidential, which means anyone you share a trade secret is legally obliged to keep it secret if you ask them to.

5. Creation of IP

- 5.1. Before generating new IP it is wise to make sure that everyone involved, whether staff or student, is clear on who will have ownership, protection and usage rights over anything produced.
- 5.2. School staff should therefore as a matter of good practice clearly state everyone's rights before work commences and refer everyone involved to this Policy so that people can check where they stand independently.
- 5.3. Once that work is completed and the IP is created, it is good practice for the owner(s) of the IP to create a document stating who owns the IP and under what terms it can be used.

6. Fundamental Principles

As this policy is quite a long document, this section aims to give you a few rules of thumb which you will be able to apply to any IP created at the School to guide you in most cases. The later sections will deal with the details of how ownership, protection and usage applies in more specific situations. The principles described here should work most of the time.

- 6.1. If a creator of a piece of IP has been specifically paid to create the IP as part of a programme, commission or contract for services, the ownership and usage of that IP is usually controlled by the commissioner of that work.
- 6.2. For all other pieces of IP, the creator will usually own and control the usage of that IP.
- 6.3. If there is more than one creator of the IP and the creators are working on different contracts, the rest of the policy sets out how you should approach management of this IP (as it can be complicated).
- 6.4. The School makes no claim over the Moral Rights of any members of the School; the author of and/or director of any work created at the School will have those Moral Rights and these Moral Rights (defined in 4.3) supersede all other rights listed in this Policy.
- 6.5. The School would like to be able to use all IP created by students and staff in the course of their duties at the School for marketing and promotion of the School. If the School does not own this IP, the School will have an automatic licence to use the IP for marketing and promotion of the School only.

- 6.6. Performers' Rights must be respected by all members of the School. Organisers of performances must make clear to all participating performers what their performance will be used for and under what terms before a performance takes place. This will include the provisions of clause 6.5 above.
- 6.7. If you are a student at the School, you will own and control the usage of any IP you create at the School whilst working alone. However, if you are working as part of a team, the School and those who collaborate with you will have some rights to use IP you create for non-commercial purposes. Also, if during your studies you contribute to a programme, commission or contract paid for by someone else, the funder of that work will usually control the ownership and usage of the IP you (helped to) create. Please be mindful of this and make sure you check before starting work.
- 6.8. If you are a member of staff at the School, any IP you create which is core to the duties you have (on whichever contract you are working under) will generally have its ownership and usage controlled by the School. This policy, however, sets out types of IP that the School has agreed should be creator-owned (see 7.1 and 7.2 below) and you will be in complete control over every other piece of IP you create outside your duties to the School.
- 6.9. If you are a third party engaged to provide any service to the School that generates or may generate IP and/or which may rely on any existing IP owned by any participants, you shall provide the School with:
- an irrevocable royalty-free non-exclusive worldwide licence to the School to use and sublicense use of your existing ("background") IP in perpetuity for the purposes of the project in which you are engaged and the exploitation of its results; and
 - an assignment to the School of IP generated by you in the course of your work.
- 6.10. If you are a researcher visiting the School and you work in collaboration with School staff and students and/or where more than incidental use of the School's resources occurs, you will need a written agreement to be put in place to ensure that there is fair and equitable treatment regarding the ownership and usage of IP. Otherwise, you will be treated as a third party.

7. Ownership of IP

This section deals with the ownership of IP. It starts with the simplest case where there is one creator and it groups ownership into two categories: where the creator of the IP has ownership, "Creator-owned"; and where the School owns the IP, "School-owned." It then deals with jointly-produced IP, guides on how any conflicts can be resolved and how a transfer of ownership can occur (known as an assignment). Usage of IP (which for the IP most likely to be created at the School is more important) and commercial exploitation of IP is dealt with in subsequent sections.

- 7.1. Clauses 7.2-7.5 determine how different types of IP will be owned if created by an individual. Clauses 7.6-7.15 determine how jointly-created IP is to be owned. Clauses 7.16-7.22 determine how a transfer of ownership is to take place.

Creator-owned

7.2. Unless a studentship agreement, funding agreement, third party agreement or employment contract states otherwise, **the creator of the IP will own:**

- **Artistic Outputs**
- **Scholarly Works**
- **Moral Rights**
- **Performers' Rights**
- **Trade Secrets**
- **Trademarks** not associated with the School's brand or activities.
- **Patents and Invention Rights**
- **Registered Designs**

7.3 Furthermore, the School does not claim ownership of:

- any IP generated by any staff member or student before they started at the School (excluding REF outputs claimed by the School under portability arrangements).
- any IP generated by any staff member or student created in their own time.
- any IP in materials created by staff or students exclusively for their own personal use and reference which are not shared with others.
- any IP generated by a student at any time where it has been created independently of funded projects.

School-owned

7.4. To enable the School to carry out its primary purposes of teaching and undertaking academic research effectively, unless a studentship agreement, funding agreement, third party agreement or employment contract states otherwise, **the School will own:**

- **Teaching Works**
- **Research Outputs** (see definition in [4.1](#)).
- **Trademarks** associated with the School's brand or activities (including its research projects).

7.5. If the creator of IP in clause 7.4 makes use of third party IP (including their own) in connection with any School-owned IP, the School must be supplied with a worldwide, royalty-free, perpetual licence to use this third party IP. If it cannot, the creator must replace that third party IP with IP that can either be supplied with such a licence, or is newly created as per clause 7.4.

Jointly-produced IP

7.6. IP is often generated in collaboration with others, and each creator may have different rights dependent on their roles at the School and what their respective contracts state.

7.7. This may happen if, for instance:

- The IP is co-developed by multiple creators - these could be either staff or students where contract terms differ.
- A third party, such as an external funder or collaborator may have the right to own IP under an existing agreement.
- A funding agreement, sponsorship deal, research programme, scholarship or research degree's terms assert ownership of some or all IP generated.

- A student contributes to the content of a course in which the School asserts ownership.
 - The School itself funds the creation of a piece of IP.
- 7.8. For non-commercial usage of jointly-produced IP, staff and students of the School are expected to grant to each other a licence under the terms set out in section 8.
- 7.9. No commercial usage of the IP to which a School staff member, student or third party asserts rights can take place until such usage is clear to all parties which have rights over the IP (see section 8), and if not clear, that all parties are in agreement.
- 7.10. For IP created jointly at the School, where possible, ownership is to be assigned to one party where creators can manage the rights they have transferred through a licence stating usage rights.
- 7.11. The owner will be the party who has the best chance of maximizing the economic or social impact with that IP.
- 7.12. All creators are strongly encouraged to engage constructively to resolve ownership quickly.
- 7.13. Contributors to jointly-produced IP should agree amongst themselves on how to distribute any revenue earned from exploitation of that IP.
- 7.14. There is, nevertheless, a strong expectation on the part of the School that all staff and students are to be treated proportionally, morally and respectfully when sharing the credit and proceeds from IP created at the School.
- 7.15. The School's Innovation department, if needed, can advise on the best way forward for a particular project and help to resolve conflicts, should they arise.

Transfer of ownership

- 7.16. In a lot of cases, it is simplest for IP to be owned by one Party so that any subsequent contract which includes use of that IP can be straightforward and clear.
- 7.17. Therefore, to make the maximum positive impact of a piece of IP generated by either the School's staff, students or both, it may be necessary for one or more Parties to either transfer ownership or licence the IP, in full or in part.
- 7.18. For the purposes of this Policy, the following rights can only be transferred through a licence by the creator:
- (The legally transferrable) Moral Rights
 - Performers' Rights
- This can take the form of a written agreement stating which rights are to be licensed and under what terms and conditions. All other rights can be assigned.
- 7.19. The receiving Party will need to reflect any rights and constraints which come from the transfer of rights associated with the IP from any Party in any subsequent contracts. These rights may include, but are not limited to:
- Usage of the IP and under what circumstances
 - Distribution of income from the commercial exploitation of the IP
 - Moral Rights
 - Performers' Rights
- 7.20. If you are unclear about your rights over a particular piece of IP, you can check with the School's Knowledge Exchange team.
- 7.21. Where the School is one of the Parties which has the right to take ownership of the IP, it will exercise the option to do so if it can comply in full with section 2.

7.22. The School is able take assignment of any IP and to help a project it will offer to do so if it can comply in full with section 2. This will also be the case if there is disagreement on the best path to take in order to maximise IP. Assigning IP to the school may be the optimum route in many cases.

8. Usage of IP

This section deals with who can use any IP generated by staff and students of the School and under what terms.

- 8.1. The School's objective in this Policy is to enable the usage of any IP generated in pursuit of the School's strategic priorities at the time. to maximum impact and to remove as many barriers as possible.
- 8.2. Usage of IP must comply with the School's existing policies and procedures, in particular:
 - 8.1.1. Staff and student handbooks
 - 8.1.2. Data Protection policy
 - 8.1.3. Ethics policy
 - 8.1.4. Research Integrity
- 8.3. When a piece of IP is created, rights may exist beyond the owner(s) and/or creator(s) of the IP in how it can be used.
- 8.4. Whilst the School encourages **Open Access** (which is to grant free and open online access to academic information, such as publications and data), IP owners can only do so if it does not infringe the usage rights of another Party who has rights to that IP.
- 8.5. Those wishing to use the IP for whatever purpose should check what rights they have to use the IP and comply with them before they start using it. The Innovation department can help with this if you are unsure.

Non-commercial usage rights of IP

- 8.6. Non-commercial usage of IP covers all scenarios in which the owner and/or creator of a piece of IP is not entitled to financial compensation when it is used.
- 8.7. For all IP created by staff or students at the School:
 - the owner(s) will grant the School a non-exclusive, transferrable, perpetual, worldwide licence to the copyright and performance rights for:
 - marketing and promotion of the School,
 - the School's learning and teaching activities,
 - and research.
 - the owner(s) will grant all collaborators on that IP a non-exclusive, non-transferrable, perpetual, worldwide licence of the copyright and performance rights for
 - marketing and promotion of themselves,
 - submissions for teaching and learning assessment
 - Citation and/or development in the course of their subsequent personal research and/or research outputs

- the owner(s) will comply with the usage terms of any studentship agreement, funding agreement, third party agreement or employment contract under which that IP was created.
 - the owner(s) will comply with any relevant Moral Rights or Performers' Rights transferred under licence by the creator(s) of that IP.
 - All parties with usage rights will respect any confidentiality rights which may apply to the IP. This is particularly important if there is a possibility that the IP could be protected. All parties must check confidentiality provisions for any IP they use.
- 8.8. The School permits its staff to make proper and reasonable use of the School's IP in performing their work for the School. Any other use of School IP by staff, and any use of School IP by students, requires prior written consent from the School.
- 8.9. If a member of staff or students finds that they do not have the right to use a piece of IP for their intended purpose, they can contact the Innovation department to investigate whether they can obtain the permission they need and if so, how.

Protection of IP

- 8.10. Staff and students should note best practice on protecting differing types of IP by respecting the confidentiality of co-creators, especially with regard to any potential patenting application.
- 8.11. The owner(s) of IP created by staff or students will have the first right to protect any IP as they see fit.
- 8.12. If the owner(s) of the IP are the staff or students themselves, they can either:
- Register for protection in their own name(s) subject to section 7, or
 - Transfer ownership to the School through the Innovation department so that the School can register for protection on their behalf. Such assistance will be considered **Significant Investment** (see Appendix 3).
- 8.13. If the owner of the IP is the School:
- Staff and students who contributed to the creation and development of the IP will be obliged to cooperate with the School's Innovation department so that any protection applied will have the optimum chance of success.
 - Any rights staff or students have with respect to the protection of IP they created will not be prejudiced.
- 8.14. IP can be protected through confidentiality agreements. Staff and students are not authorised to enter into confidentiality agreements on behalf of the School. This can only be undertaken by School itself. Should the School need to be party to a confidentiality agreement, please contact the Innovation department for support.

Commercial Exploitation rights

- 8.15. For any IP owned by its creator(s) as defined in section 6:
- The creator will have **sole commercial exploitation rights**, which means the creator will have the right to choose whether or not to commercialise that IP and how.
 - If the creator created that IP with **Significant Investment** from the School, they will be subject to the revenue sharing guidelines in Appendix 3.
 - For any IP created without **Significant Investment** from the School, a Creator can still seek commercial exploitation support from the Innovation department. If they

receive this support, they will be subject to the revenue sharing guidelines in Appendix 3.

8.16. For any IP owned by the School as defined in section 7 the School acknowledges that in almost all cases it will need the help and support of its staff and students to successfully exploit its IP. Therefore:

- Staff and students are encouraged to proactively create proposals for the exploitation and commercialisation of School-owned IP and to discuss their proposals with the Innovation department
- Proposals to exploit School-owned IP must comply with all rights that funders, sponsors, creators and any other third parties might have to that IP.
- If the staff member or student who has submitted the proposal was involved in the development of that IP, they will have the option to take assignment of that IP if, after a period of 12 months, the School has not been able to demonstrate planning, progression or revenue from the commercialisation of that IP.
- Staff and students will be entitled to a revenue share as per the guidelines in Appendix 3.

Infringement of rights

8.17. If a staff member or student suspects or becomes aware that their own or another person's contribution to any project may lead to infringement of third party IP rights by the School or a partner, funder or collaborator, they should immediately notify their Supervisor or Line Manager to alert them to the potential infringement, and this should be conveyed without delay to the Innovation department

9. Conflicts of Interest

9.1. Conflicts of Interest in relation to IP are governed by the following policies and frameworks:

- The City of London's [Conflicts of Interest policy](#) governs how the School, its staff and students behave in order to identify and manage Conflicts of Interest appropriately.
- [The Research Governance Framework](#)

9.2. Conflicts of Interest which may arise in connection with IP commercialisation include, but are not limited to, the following:

- An individual is an inventor of patents or creator of other IP whose value may be affected by the outcome of research in which they are involved.
- An individual holds a position in an enterprise unit (e.g. as director) that may wish to restrict (or otherwise manage) adverse research findings for commercial reasons or not wish to publish the results of the research.
- An individual having a financial interest or other personal interest in a spin-out or may have personal IP with which they are intending to create a start-up company.
- An individual having a financial interest in the licensee (or proposed licensee) of School Intellectual Property.

9.3. In the case of Conflicts of Interest in relation to IP, staff and students are expected to adhere to the City of London's policy on [Declaring and Registering Interests](#).

10. Disputes

- 10.1. In the event that there is a dispute between an Inventor or Creator and the School, for example over ownership of IP, or decisions around patent protection or commercialisation routes, the matter will first be discussed between the Inventor and the Head of Innovation, who will involve third party professionals as required, e.g. patent agents, to offer their opinion as required.
- 10.2. If this does not result in a resolution of the dispute, the matter will be referred to an internal IP Resolution Group, which will help resolve disputes that have been raised.
- 10.3. Referrals to an IP Resolution Group will be made by the Head of Innovation. The Group will be chaired by the VP for Innovation and Engagement and will also include the VP from the relevant department and one other nominated representative.
- 10.4. The IP Resolution Group will be convened by email when a referral is made. If there is a need to discuss the matter in person, arrangements will be made for either an on-line or in-person meeting.
- 10.5. It is not envisaged that the Group will convene more frequently than every six months.

11. What happens if this Policy is not followed

- 11.1. As a staff or student member of the School, you are obliged to accept, understand and implement the guidelines outlined in this document in all matters. When using the School's facilities, it is up to individuals to comply with the Copyright Designs and Patents Act and you should be aware that breaches of the Act, or infringement of our license agreements can result in the prosecution of individuals, and/or disciplinary action.

12. Interpretation, Resources and Support

- 12.1. In this Policy, the titles of sections 1 to 9, the italicised text introducing some of these sections, and the headings appearing in bold above individual numbered paragraphs, are added for convenience. They hopefully provide additional and useful background to the contents of a section but are not part of the IP Policy itself and have no impact on its interpretation.
- 12.2. Though this IP Policy introduces the reader to relevant IP rights, it does not provide an exhaustive list nor a detailed description of the intricacies of each type. For background information, those interested will find good resources on the website of the World Intellectual Property Organisation (WIPO) at www.wipo.int.
- 12.3. Further relevant resources which may be useful include: [resources to be included]

Furthermore you can discuss any aspect of this policy with the Head of Innovation.

Appendix 1: What do we mean by Artistic Outputs?

Here is a list of what the School considers to be Artistic Outputs. It is not an exhaustive list, but it aims to list as many of the types as possible so that people who use this policy have a good understanding of what an Artwork consists of.

Music

Composition

This could be either:

- Commissioned by 3rd party (e.g. an orchestra or concert venue)
- Performed
- Recorded
- Broadcast
- Commissioned for use in another art form (e.g. film, TV, digital game, advert)

This is often composed by a single creator, but it could be collaborative.

Compositions are often composed and performed by the same artist (and this is especially relevant in jazz and traditional music).

Music performance

Music can be performed whose content is both in and out of copyright. The generated content could be:

- Live
- Recorded (studio, live)
- Filmed (studio, live)
- Released digitally (free or paid)
- Released via record company

Music performance is usually collaborative, e.g. conventional instrument + accompaniment, or as part of orchestra or ensemble); for music theatre you will perform as part of a company.

Drama/dance performance

This is the performance of a drama or dance work which can have content both in and out of copyright. The performance could be:

- Live
- Recorded (studio, live)
- Filmed (studio, live)

Drama/dance directors and designers

Devised performance

- New content and performance
- Live
- Filmed (studio, live)

Choreography

- Commissioned by 3rd party (e.g. dance company)
- Performed
- Recorded
- Filmed
- Commissioned for use in another art form (e.g. opera, theatre)
- Often single creator, but could be collaborative

Production art e.g. lighting, scenic, costume design

- Commissioned by 3rd party (e.g. theatre company)
- Live (including digital and immersive productions)
- Recorded (studio, live)
- Filmed (studio, live, volumetric capture)
- Often single creator, but part of a production team

Film/TV (director, writer)

- Commissioned by 3rd party (e.g. festival)
- Released by production company
- Self-released digitally
- Broadcast
- Commissioned for use in another art form (e.g. film, TV, digital game, advert)
- Almost universally collaborative

Appendix 2: Significant Investment by the School

For any IP which has been created with **Significant Investment** from the School, Significant Investment is defined as:

- funding or in-kind support of at least £5,000, or
- intensive use of resources (such as rehearsal space or technical support), such as:
 - Funding for the project from the School's own funds of a minimum of £5000, including but not limited to staff time and expertise, your own contracted time, use of School offices and other spaces, use of the School's computer systems.
 - Use of a large facility (e.g. concert hall, high quality technology suite etc) for a minimum of one day
 - Use of a small facility (e.g. recording studio, small rehearsal space etc) for a minimum of three days
 - A stipulation in the funding agreement of the project that has generated the IP
 - Significant usage of software, databases and technical systems of the School

Appendix 3: Revenue Sharing between the School and its staff and students

Income from exploitation of IP (School-owned or Creator-owned with Significant Investment from the School): where the School exploits

Net Revenues	School	Creator (individual or team)
Up to £10,000	0	100%
£10,001 to £100,000	20%	80%
Over £100,000	30%	70%