



## **INTELLECTUAL PROPERTY (IP) POLICY**

This policy is to be read in conjunction with the policies and principles that form part of the Vision and Mission and Code of Conduct of the school and are governed by the school's rules and regulations.

Redhill School recognises that it is a community of scholars, building leaders for their time. We are committed to providing an environment that supports the research and teaching activities of all our students and staff in the pursuit of personal and collective excellence.

Redhill School wishes to encourage all members of its community to create original works of authorship and to engage in free expression and exchange of ideas, and to allow them to be rewarded for their knowledge and creativity.

We believe that it will be beneficial to Redhill School itself, as well as all members of its community, if Redhill School uses its resources in co-operation with its students and staff to enable the intellectual property created by them to be utilised for commercial or social benefit, where this is appropriate.

Redhill School recognises that such a process will be successful only if it is inclusive and reciprocal. This policy has been prepared in this spirit and for this intent and to protect the intellectual property rights of Redhill School and all members of its community.

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 Redhill School community means any student enrolled at Redhill School, and any student from another educational institution who is carrying out work at the School under the supervision of a member of staff of Redhill School, and any member of staff of Redhill School including visiting teachers, and other members of staff, whether or not in receipt of remuneration from Redhill School, and any person, including independent contractors, engaged under contracts of service by Redhill School.
- 1.2 Intellectual Property (IP) means any creation of the mind where such creation may be embodied in, for example, know-how, software, trademarks, designs, names and insignia, copyright, patentable inventions as well as confidential matters and trade secrets to which the statutory and common law affords protection; however, it does not include copyright in books, plays, musical scores and lyrics and artistic works other than those specifically commissioned by Redhill School.

- 1.3 Utilisation of IP means the exploitation of Intellectual Property for commercial or other gain (including social benefit), and “utilise” will have a commensurate meaning.
- 1.4 Gross income means the revenues generated from utilisation of IP, including royalties from licences conferring rights to use IP, proceeds of outright sale of IP, dividends earned in respect of shares held in companies utilising IP, and proceeds of the sale of such shares.
- 1.5 Net income means gross income less expenditure incurred.
- 1.6 Originator means a member of Redhill School community who has devised, developed, authored, invented or otherwise created Intellectual Property while attending, carrying out research for, or acting on behalf of Redhill School. In terms of benefit sharing, originator includes their heirs.
- 1.7 Resources include the means for supplying what is necessary or essential for the creation of the IP. Without limiting the generality of this, resources include physical resources such as equipment, facilities and materials, human resources such as staff members or students assigned to work on a project and any contribution of IP to a project and financial resources used to fund the supply of other resources to a project.
- 1.8 Sponsor means a person who contributes funds to Redhill School to support a specified activity by any student or students or any member or member of staff at Redhill School.
- 1.9 Student means a person enrolled at Redhill School.

## **2. OWNERSHIP OF IP**

### **2.1 Ownership**

IP developed or originated by members of the Redhill School Community is owned by the party or parties as stipulated below:

#### **2.1.1 Employees**

Redhill School owns all IP originated or developed by its employees in the course and scope of their employment.

#### **2.1.2 Employees visiting other Institutions**

Redhill School owns a portion of any IP arising out of work carried out by its employees while visiting other institutions equal to the relative input of resources of whatever kind it has contributed to the development of the IP.

#### **2.1.3 Other Members of Staff not in Receipt of Remuneration from Redhill**

The ownership of IP arising out of work carried out under the auspices of Redhill School by other members of staff not in receipt of remuneration from Redhill School is subject to agreement between the parties at the time of appointment of such staff. The agreement must take into account the relative proportion of resources of any kind that Redhill School contributes to the development of IP by such members of staff.

#### 2.1.4 **Students**

2.1.4.1 Redhill School owns any IP devised, made or created by any student, either under the supervision of any employee of Redhill School, or which is created by making use of Redhill School resources;

2.1.4.2 It is essential that, wherever possible, prior to the commencement of a project, a supervisor of any student engaged in a project discuss with and have a common understanding with that student regarding the ownership and protection of the IP rights related to that project. This understanding may be expressed in writing and may include, where appropriate, an agreement providing for the protection of confidentiality and clarification of ownership of IP in accordance with this policy.

#### 2.1.5 **Independent Contractors and Other Persons Engaged Under Contracts of Service by Redhill School**

Redhill School owns all IP arising out of work carried out on its behalf by independent contractors or other persons engaged under contracts of service by Redhill School.

### 2.2 **Assignment to Originators**

Should Redhill School elect not to proceed within a reasonable period with the utilisation of IP where such utilisation is viable and appropriate, then Redhill School may assign the IP to the originator, and/or grant the originator the right to commercialise such IP, provided that this does not adversely affect Redhill School's responsibilities to teach.

### 2.3 **Exclusions**

Redhill School does not claim ownership of the copyright in books, plays, musical scores and lyrics and artistic works other than those it has specifically commissioned.

## 3. **BENEFIT SHARING WITH ORIGINATORS**

3.1 The income arising out of the utilisation of IP owned or co-owned by Redhill School will be shared between Redhill School on the one hand and the originator or originators of the IP on the other, as follows:

3.1.1 For the first R1 million in gross income to Redhill School, the originators will receive 70% of the net income;

3.1.2 Any gross income in excess of R1 million to Redhill School, the originators will receive 50% of the net income.

3.2 The above sharing arrangements will apply unless Redhill School, or a company referred to in Clause 5 of this policy, and the originator or originators conclude a separate agreement in terms of Clause 2.1.4.2 above, under which any income arising out of the utilisation of IP is shared between them on an agreed basis.

3.3 If there is more than one originator, then the originators' share will be shared between the originators in proportion to the relative contribution of each of them. Any originator, who is the sole originator, and who does not wish that IP to be utilised for financial gain, may stipulate that such IP be utilised to serve the public good.

Should there be more than one originator and one or more, as the case may be, wishes to benefit financially, any financial gain must be shared amongst the originators in accordance with the contribution of each and any originator who does not wish to benefit financially may donate his or her share of the proceeds to Redhill School or other organisation.

3.4 In return for rights to utilise its IP, Redhill School may be offered consideration in the form of non-monetary benefits. Redhill School will consider such offers on a case-by-case basis; it will assess the value of such benefit to Redhill School and will agree with originators on the benefit due to the originator prior to entering into any such non-monetary benefit arrangements. Such arrangements are subject to approval by the Executive Head.

#### **4. DEVELOPMENT OF IP**

4.1 IP belonging to Redhill School, and not in the public domain, may only be disclosed with the permission of the Executive Head, or failing this person, the Head of the Department in which the IP arose. Prior to disclosure the IP will be reviewed to identify any IP protectable through statutory registration. Improper disclosure may adversely affect such registration or the protection of other confidential information.

4.2 Members of Redhill School community while working on behalf of Redhill School and engaged in confidential research or having access to confidential information must sign confidentiality agreements with Redhill School.

4.3 Members of Redhill School community must take all reasonable steps that may be necessary to enable Redhill School to meet its objectives, such objectives including utilisation of IP, and in so doing must assist Redhill School to identify as well as to protect its IP.

#### **5. UTILISATION OF IP**

5.1 Redhill School may establish a company or companies for the exploitation of its own IP, and the IP of members of Redhill School community. Redhill School may cede and assign any of its rights to and obligations arising from IP to such company or companies. Redhill School, acting through the Executive Head, will initially decide whether to do so on a case by case basis.

5.2 Redhill School or a company referred to above, may enter into a written agreement providing for the utilisation of IP owned by Redhill School, subject to all rights in and to such IP being governed by the provisions of this policy as amended from time to time.

#### **6. DISPUTE OR CONFLICT RESOLUTION**

Any disputes arising out of matters covered by this policy will be referred in the first instance, to the Executive Head, and failing reaching agreement, to the Redhill School Trust, or to their duly authorised representative for resolution. The decision of the Redhill School Trust or their duly authorised representative will be final.

#### **REVIEW OF POLICY**

This policy may be reviewed from time to time.