

## British Association for Sexual Health & HIV

### Intellectual Property Policy

The British Association for Sexual Health & HIV ("BASHH") has as its primary goals:

- To be the lead professional representative body for those practising in the field of sexual health including the management of STIs and HIV in the UK
- To innovate and deliver excellent tailored education and training to health care professionals, trainers and trainees in the UK
- To determine, monitor and maintain standards of governance in the provision of sexual health and HIV care.

BASHH will in seeking to accomplish these goals appoint members, researchers and other persons (collectively referred to as "BASHH Colleagues") to initiate, develop and produce educational and training materials of various kinds ("Works"). This Policy addresses the ownership of copyright in such Works and their commercial exploitation and the means whereby the interests both of BASHH and BASHH Colleagues may be recognised. This policy formally recognises that BASHH Colleagues are prepared to cede ownership of Works to BASHH and provides a recognised system that BASHH Colleagues should use in order to facilitate the transfer of ownership to BASHH.

In this Policy "Intellectual Property Rights" means such copyright as well as any design right, database right or proprietary information right in Works.

1. Each BASHH Colleague agrees that all Intellectual Property Rights in selected Works made by him or her shall after signing of an assignment document in accordance with paragraphs 5 and 6 below belong to BASHH and are subject to the terms of this Policy.
2. BASHH acknowledges that Intellectual Property Rights in any Works are owned by the relevant BASHH Colleague but BASHH and its subsidiaries shall have a nonexclusive, perpetual, worldwide and royalty-free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sublicense.
3. BASHH Colleagues will not actively permit the making of recordings of any lecture or presentation except for a sound recording which may be used for teaching purposes connected with the goals of BASHH or for the purpose of supporting private study (but not for distribution to others), or where a reasonable adjustment needs to be made to comply with the terms of the Disability Discrimination Acts 1995 and 2005, and the Special Educational Needs and Disability Act 2001.
4. BASHH will normally credit the originators of materials incorporating Works but will not be liable for any failure to do so. If an originator of Works requests in writing that his or her name be removed, BASHH will comply where such request is made on the grounds that the whole or parts of the Works are out of date or changed in a manner that might damage his or her reputation. BASHH may otherwise amend or update Works in any way it sees fit. Where significant amendments are made BASHH will generally consult with the originators of the materials but will not be obliged to be bound by the views of the originators.

5. To give effect to the above ownership provision (but subject always to paragraph 7) each BASHH Colleague agrees to assign to BASHH absolutely all copyright in the Works being the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 in relation to such material in the United Kingdom together with all copyright in Works all other countries of the world, and all other Intellectual Property Rights in the Works in all countries of the world; in each case for the full term of such rights and any extensions or renewals thereof. A formal payment of £1 will be made by BASHH Limited, or such other operating subsidiary of BASHH as will be handling commercial matters on behalf of BASHH, to a relevant BASHH Colleague to give effect to such assignments.
6. BASHH and BASHH Colleagues agree to execute, sign and do all such documents, acts and things as may be necessary to vest full title to Intellectual Property Rights in BASHH and otherwise to give effect to the terms of this Policy.
7. Special provisions apply to Scholarly Materials being materials in the following categories:
  - Pre-existing printed textbooks (unless the textbooks were developed using Teaching Materials or BASHH-administered funds paid explicitly to support the textbooks' development)
  - Articles in academic journals
  - Conference papers and presentations
  - Theses and dissertations
  - Personal notes created solely for private use by the BASHH Colleague.BASHH will not be entitled to ownership of rights in Scholarly Materials save that the relevant BASHH Colleague agrees to grant to BASHH and its subsidiaries a nonexclusive, perpetual, worldwide, royalty free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sub-license. Where Scholarly Materials have been produced in collaboration with persons who are not BASHH Colleagues then the relevant BASHH Colleague will use all reasonable endeavours to procure that such persons will also license BASHH in the same way.
8. Commercial exploitation of Intellectual Property Rights shall be carried out in accordance with the process approved by the BASHH Board of December 6<sup>th</sup> 2013. The Director of STIF is responsible for implementing guidelines (including this Policy), for identification of commercial exploitation routes, for recommending to the BASHH Trustees, the creation of spinout companies in appropriate cases and for ensuring observance of rights and responsibilities by all parties relating to Intellectual Property Rights.
9. In certain circumstances it may be necessary to restrict publication or external disclosure of material subject to Intellectual Property Rights. STIF Director and or Board members will provide advice in these cases. Such restrictions are not intended to limit in any way the academic freedom of BASHH Colleagues to publish the results of new research or intellectual pursuits.