

Intellectual Property Policy

Background

As a knowledge-based organization, one of The Mindfulness Network's (the MN's) greatest assets is the intellectual property (IP) it uses or is permitted to use in its operations. A lack of clarity on IP can lead to serious problems, including the possibility of acting illegally and prosecution. Recognising the importance of IP, the Mindfulness Network (MN) needs to proactively manage it.

The MN uses a range of intellectual property to deliver supervision, training and retreats. That property includes:

- Materials wholly owned by the MN, including the website, community site, some training materials such as handbooks, audio recordings and videos
- Materials co-owned by the MN, including the training materials developed under the collaboration agreement with Bangor University
- Materials licensed to the MN that are an integral part of its offerings
- Public domain materials, such as academic papers and journal articles
- Materials owned by third parties, such as training materials owned by trainers

This IP Policy is to protect both the interests of the MN and those who work with the MN. The IP that the MN holds and has rights to use are key to its successful operation, and it is important that this asset is properly managed.

What is "Intellectual Property"?

A good description of what constitutes IP and the rules around it is at [Intellectual property and your work - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/intellectual-property-and-your-work)

Generally, the owner of IP has the right to grant permissions to others to use that IP, and can transfer the ownership to another party. Ownership and rights to use are not necessarily the same thing. It is possible for someone to own something but not have rights to use – for example, the author of a book may enter into a contract with a publisher that restricts their rights in return for a fee or for royalties.

This IP Policy is designed to answer questions such as:

- If a trainer writes something for a course, who owns it?
- If a staff member produces something that is not part of their core duties, who owns it?
- If a trainer wants to use something in training outside of the MN, and they use it with the MN, is that ok?
- Someone is using an acronym that we think is the MN's without our permission, is that right and what can we do?

Most IP that is relevant to the MN is protected by copyright. Copyright protection is automatic and free. Normally copyright belongs to the creator, but where the creator is doing this under a contract which stipulates the ownership belongs to another party, such as the Overarching Contractor Agreement for Training, Retreats, Distance Learning and Assessors or an employment contract,

where anything created by the employer or contractor in the course of their duties is deemed to be the property of the employer.

Derivative IP is when someone uses a piece of IP to create some new IP. For example, if the MN updates a training manual supplied by Bangor University (BU), licensed to the MN under the collaboration agreement, then the ownership of the new IP is not wholly the MN's and the university has some rights over that new IP. Therefore, if someone is modifying IP, it is important that there is clear agreement with all owners of the IP being modified. An example of derivative IP would be translating a training manual into another language; if the MN jointly owns a training manual with BU, and a third party wants to run a course in another language, then there would need to be agreement around the translation and its use, with the copyright in the translation resting with the third party and the MN and BU unless there was an agreement that wholly transferred the rights to one of the parties.

Trainers and staff

(For the purposes of this document, retreat leads will be considered as trainers).

Trainers are engaged by the MN under contract. This is primarily to deliver training and retreats using pre-prepared materials where the ownership and rights are clear, but it may include developing more materials or adapting training. The MN is clear in its contractual relationship with trainers where the IP ownership rests, and who has the right to use it.

Policy for staff and trainers

- Any material developed by trainers and staff as part of their contractual duties will be deemed the property of the MN, unless there is a prior agreement regarding that. Such material may be course material, curriculum material, schedules, or any other copyrightable material.
- Trainers and staff should only use IP supplied by the MN for the purposes set out for that IP, and not re-use it for any other purpose without prior agreement.
- Trainers and staff should agree with the MN the use of any other IP in the delivery or development of a course, and ensure that all rights to use are available.
- Trainers and staff may use their own IP in the delivery of a course, only subject to prior agreement with the MN. This should include a license to the MN to use that material (see Appendix A); if this is to become a longstanding part of a course then the duration of the license needs to be appropriate.
- Trainers and staff may not use MN IP for anything other than contractual agreements, unless there is a prior agreement with the MN; the MN may grant a license to any third party to use its wholly owned materials (see Appendix A).

Partner organisations and third-party IP

The MN also delivers courses and retreats with partners (Bangor University, the MBCL developers, etc.). The rights may vary from partner to partner. When the MN creates derivative artefacts (say an online training course that uses a partner's materials) then the IP rights concerning the use of those artefacts need clarity.

Policy for partner organisations and third parties:

- All delivery of materials by the MN using third party materials should have a clear prior agreement around the rights to use that material. (See Appendix A)
- All material included in an MN course should clearly mark ownership of third-party IP.

Trainees, retreat participants, etc.

The materials that are used in training and retreats are often used by participants for example the CMRP MBSR handbook. There must be a clear agreement what participants may copy and use themselves in their own training.

Policy for trainees and other participants:

- All course materials should have a clear copyright notice on them indicating ownership.
- The fair use policy (Appendix B) should be clearly available to all participants and trainees, that states:
 - Participants may copy for personal use and retain any course materials.
 - Participants should not share those materials, unless the copyright allows it, without permission from the MN.
 - Any materials collaboratively developed in a course (e.g. material shared in the course as part of exercises) will be deemed the property of the MN.

Protecting IP

Although the law does not expressly require the owner of IP to clearly state their ownership, it makes a lot of sense to make it clear. The risk of not doing so can lead to inappropriate and sometimes illegal use of IP. An MN event may include multiple sources of material with different owners.

Policy for protecting IP:

- There should be a clear copyright notice on all training materials, indicating who owns it and what rights there are to use it.
- Where there are multiple copyright owners, that should be clearly stated.
- All materials should have a link to the MN's fair use policy.

Appendix A – standard copyright agreement

The following copyright agreement should be adapted to cover any use of material by the MN supplied by a third party (where there is no other pre-existing agreement such as the Overarching Contractor Agreement for Training, Retreats, Distance Learning and Assessors), or by any party using MN supplied material (e.g. another organisation offering training under arrangement with the MN (say in another language).

A fee may be charged by the licensor – where there is no fee the license should clearly state that.

License types

The licensor is the party who owns (or has appropriate rights) over a work.

The licensee is someone who is granted rights over a work.

An exclusive license is granted to a third party when no other party is permitted to license the rights from the licensor.

A non-exclusive license is granted to a third party where the licensor may grant similar rights to another third party.

A transferable license allows the licensee to transfer the rights (possibly under certain conditions) to another third-party.

A non-transferable license does not allow the licensee to assign the rights to any other party.

Guidelines

Use case	Recommended license
Trainer supplies their own material for a course	It is recommended that the trainer grants a non-exclusive, non-transferable license to the MN while the MN runs any course containing that material, or for a pre-agreed period.
Third party wants to use MN material as part of some other training (e.g. a translation of MN material into another language, or a trainer wants to use MN material for another supplier of training).	It is recommended that the MN only grants such use where there is a clear mutual benefit. The license should be exclusive and non-transferable and for a defined period.
Third party wants to translate MN material	It is recommended that the translation is either wholly owned by the MN or jointly owned by the MN and the third party. A clear license to use should be agreed.

COPYRIGHT LICENCE AGREEMENT

THIS AGREEMENT is made on **DATE** and is made between:

- (1) **NAME** of **ADDRESS** ("the Licensor"), and
- (2) **NAME** of **ADDRESS** ("the Licensee")

WHEREAS:

- A. The Licensor is the owner of and beneficially entitled to the copyright in the United Kingdom **(AND SPECIFY OTHER TERRITORIES IF APPROPRIATE)** in the Works set out in clause 1.
- B. The Licensor is willing to grant a licence to the Licensee to use the Works in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. The Licensor hereby grants [AN EXCLUSIVE **OR** A NON-EXCLUSIVE] licence to the Licensee to use, publish and print the Works **[INSERT DETAILS AND IDENTIFY THE COPYRIGHT WORKS TO BE LICENSE]** *subject to any restrictions set out below, [provided the Licensee pays the sum of £ **AMOUNT** to the Licensor (the Licence fee)]*
2. This licence shall last for **[PERIOD OF LICENCE]**, but may be renewable on expiry provided the Licensee pays an additional Licence fee at a rate to be agreed to the Licensor.
3. The licence entitles the Licensee to do only the following: **[SPECIFY WHAT YOU'RE PREPARED TO AGREE TO]**.
4. The licence applies only to the following geographical area of the world: **[SPECIFY EXTENT OF LICENCE]**.
5. The Licensor warrants that it is the owner of the copyright in the Works. The moral rights of the author of the Works are hereby asserted.
6. The Licensor shall take all reasonable steps to restrain infringements by third parties of the copyright in the Works.
7. The Licensee shall indemnify the Licensor against any claim, loss, damage, proceedings, costs or expenses arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of its obligations set out in this Agreement.
8. This Agreement is personal to the Licensee and cannot be assigned or disposed of without the written consent of the Licensor.

Signed by the Licensor:

..... [SIGNATURE OF LICENSOR]
In the presence of a witness:

..... [SIGNATURE, NAME AND ADDRESS OF WITNESS]
Signed by the Licensee:

..... [SIGNATURE OF LICENSEE]
In the presence of a witness:

..... [SIGNATURE, NAME AND ADDRESS OF WITNESS]

Appendix B – Fair Use Policy

The following policy should be clearly accessible on all systems where material can be viewed online:

Fair Use Policy

All materials and web content supplied are copyright the Mindfulness Network, or joint copyright with collaborators, except where we explicitly acknowledge the source and have permission to use the material. More on this can be found in our [Copyright Policy](#).

If you wish to use any of our material, we would ask you either to directly link to it or to obtain permission to use it from us by contacting info@mindfulness-network.org.

Exceptions to copyright, which do not require permission from the Mindfulness Network, are outlined below so long as the use is considered to be 'fair'.

- Individuals may copy materials for personal use and retain any online materials purely for private use, except where there is an explicit restriction on its use.
- Individuals should not share copied materials, unless the copyright allows it, without permission from the Mindfulness Network.
- Individuals can quote from Mindfulness Network materials providing they are publicly available and the source is acknowledged.
- Any materials collaboratively developed as part of the Mindfulness Network's services (e.g. material shared in the course as part of exercises, or entries in a forum) will be deemed the property of the MN unless otherwise agreed.

The Mindfulness Network endeavours to ensure that all materials are accurate and appropriate, but accepts no responsibility for use outside of its own services.