

1. INTRODUCTION

Description

This document sets out the RCM's (The College) Intellectual Property (IP) policy. This governs the ownership and management of College IP, along with the College's discretionary reward sharing schemes and the management of third party IP.

Scope

This policy applies to:

- All staff employed at the RCM on an employment contract ('**Employees**')
- All students who have agreed to the College registration terms and conditions and the RCM Student Recording Agreement ('**Students**')
- All individuals who are affiliated to the College but who are neither Employees nor Students, including, but not limited to, Honoraries; Visiting Lecturers, Visiting Professors, Researchers; Senior Research Investigators; Directors and Producers; any other individuals engaged on behalf of (but not employed by) the College ('**Associates**').

2. IP OWNERSHIP

2.1 Staff employed at the RCM on an employment contract

The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, together with any related IP legislation, provide that all forms of IP generated by an Employee, made in the course of the Employee's normal duties, belong to their employer. Therefore, as prescribed by law, any IP created by College Employees in the course of their normal duties shall be the property of College.

From time to time the College commissions College Employees to carry out projects outside their normal duties. In such cases the College Employees are required to assign the rights to any IP created in the course of the commissioned activities to the College.

All individuals covered by this policy have a duty to disclose to the College, in advance, any projects they are undertaking outside the College, or at the College but outside their RCM affiliation which could relate to any work ongoing at the College and that may cause a conflict with this policy. The RCM shall have the right to examine whether such projects involve anything that could have arisen out of a College project or involve background IP of the College, and for any such projects which are derived from or relate to projects taking place at the College, the College will have the right to take ownership of any developments or improvements of its background IP and otherwise to receive a licence in the IP created in such project, and to receive a share of profits which are derived from any such projects.

Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed with external organisations that concern College IP shall prevail. The College may enter into third-party agreements which create exceptions to this policy at the sole discretion of the College.

For the avoidance of doubt, staff will always retain the intellectual property, and with that, the copyright, of their compositions or performances created outside their normal or agreed commissioned duties for the RCM. To the extent staff include the IP they own in any work they create for the College, staff are required to grant a non-exclusive, royalty-free, worldwide, perpetual licence to the College to use this IP solely to the extent necessary to enable the College to use the relevant work created for the College.

2.2. Registered Students

This document is to be read in conjunction with the RCM Student Recording Agreement (included at Appendix 1) .

Where Students generate IP in the course of their study or research they will own that IP in their own right unless one of the following applies:

- (i) they generate IP which is subject to governing terms or an agreement with an external organisation whereby the IP vests with the College or a third party; or
- (ii) they generate IP which builds upon existing IP generated by College Employees or Associates; or
- (iii) they generate IP jointly with College Employees or Associates; or
- (iv) they are, or have the status of, College Employee (in which case they are treated by the College and the law as employees).

In the above listed circumstances, Students will be required to assign IP to the College and, in respect of revenue generated by that IP, the Student will be treated on the same basis as College Employees under the reward sharing scheme.

To the extent any performance of a Student's IP is recorded in connection with any College activities, the College shall own the rights in that recording and the Student grants a non-exclusive, royalty-free, worldwide, perpetual licence to the College in relation to the Student's IP in the relevant work solely to the extent necessary to enable the College to use the recording as set out in this policy, and the RCM class recording policy., as set out at Appendix 2.

2.3. Associates

Unless prevented from doing so by an existing, valid agreement with another party, or otherwise agreed with the College, Associates will be required to assign the rights to any IP they create in the course of their College activities to the College. The College may have obligations to organisations which are funding the research in question which it will not be able to honour without such an assignment of rights being in place.

Associates are treated as if they were College Employees for the purposes of revenue sharing. The College recognises that, in a limited number of cases (such as Visiting Professors who remain employees of another organisation whilst at College, Opera Directors etc), special arrangements will need to be negotiated regarding the ownership and use of IP which they may generate. Such arrangements will be negotiated on a case-by-case basis, generally with the individual or their employer. Any individual who believes that he or she falls within such a category should contact the College for advice at the earliest opportunity.

2.4 Teaching Materials

All teaching materials including project briefs and curricula, including those developed for or delivered by a third party for the College, and regardless of the form of expression, belong to the College exclusively.

In relation to recorded classes, some performer's rights cannot be assigned and these will be retained by staff, who should refer to the RCM Class Recording Policy (2020) for further information.

2.5 Recordings

Employees, Associates and Students waive their moral rights and (where possible in the case of Associates) assign all rights in any recorded performances made by the College (audio and audio-visual) to the College for a variety of usages, including but not limited to teaching and research, archival purposes, commercial use, and non-commercial publicity. If an Associate cannot assign rights in any recorded performance owing to an existing, valid agreement with another party, Associates and the College will together agree rights of usage for recordings on a case-by-case basis. In relation to the recording of classes, Employees, Associates and Students retain their right to decline to be recorded. Please see the RCM class-recording policy (2022), included at Appendix 2, for more details.

3 RECORD-KEEPING

All those who may generate IP as part of their work (whether created in the course of their normal duties or when carrying out a project commissioned by the College outside their normal duties, or otherwise) should make and keep clear and accurate records in a retrievable format, and provide a full copy of these records to the College on request. This is necessary not only in order to comply with proper research practice but also to support a claim to any IP that arises. All those engaged in research are required to comply with all applicable codes of practice and regulation.

4 CONFIDENTIALITY

All individuals are expected to take all reasonable steps to keep confidential any IP owned by the College and prevent public disclosure of any invention of creative work arising from their registration or employment. When working with third parties, it is expected that a non-disclosure agreement is in place before making any disclosure.

5 COLLEGE'S NAME AND LOGOS

The College is solely entitled to use its names, arms, trade marks, domain names and logos. Employees, Associates and Students are permitted to use these only when representing the College through the course of their employment, engagement or study. They should refer to Marketing and Communications, communications@rcm.ac.uk, for all guidance on usage.

6 EXPLOITATION OF IP AND REWARD-SHARING SCHEME

Returns from the commercialisation of the College's IP belong to the College. The College operates an incentive scheme to reward Employees, Associates and Students who have created IP owned by the College that is successfully commercialised.

Upon the successful commercialisation of College IP and the generation of a revenue stream, the College's discretionary reward-sharing scheme provides for the individuals involved in creating the commercialised IP to be eligible for a share of the profits.

Where the College has managed the protection and commercialisation process, it will first recover its direct costs of commercialisation and protection, and make any payments due to third parties. The balance is shared out as shown in the table below.

The College will pay rewards to creators/originators once a year and only when the amount payable to the creator/originator exceeds £500. Where the reward amount is less than £500, the College will carry it forward until an amount of £500 is reached, or until the employee leaves the College whichever is the sooner.

Where incomes are not in cash, then rewards will not be paid until such time as the College receives cash income.

Reward Share Formulae

Cumulative net income received (after any direct costs and payments to third parties)	Inventor/Originator	RCM
First £25k	50%	50%
£25k-£100k	40%	60%
£100k-£250k	30%	70%
Above £250k	20%	80%

Where multiple originators/inventors created the IP that has been commercialised, the College will decide on the relative share of each contributor.

If the College identifies IP that is protectable by IP rights that may be commercialised, and has agreed in advance to allow the Employee/Associate/Student creator to lead the commercialisation of those IP rights, then the College will agree terms for the sharing or rewards with the creator on a case-by-case basis.

7 THIRD PARTY IP

Employees, Associates and Students must not copy, distribute, adapt, communicate to the public or perform in public any work in relation to which the IP rights are owned by a third party unless they have an appropriate licence to do so. The College is a member of relevant collective licensing agencies: please contact the College if you are not sure whether you would have the necessary licence.

8 NOTIFICATION & INTERPRETATION

In the event of any disagreement between an individual and the College concerning any of the matters contained in this policy which cannot be resolved by discussion, the dispute may be referred by either the said individual or the College to the Deputy Director, via your line manager.

If you receive a request from a third party to use College IP or become aware of a third party using College IP without a licence, or if a third party alleges you or the College have infringed their IP, please contact the College as soon as possible.

This policy may be subject to change from time to time.

[Appendices \(Ctrl-Click to follow link\)](#)

Appendix 1 – RCM Student Recording Agreement 5

Appendix 2 – RCM Class Recording Policy 8

Appendix 3 – RCM Policy for Personal Recordings..... 13

Appendix 1

RCM Recording Agreement

The RCM regularly records its performances and events for teaching, archiving, non-commercial and commercial publicity and promotional use. These recordings are available to students and staff through a dedicated, closed access website, for study, and through selected external channels and partners. This usage is an important part of teaching and learning at the RCM.

Below are the terms and conditions on which RCM recordings are made, and which set out your rights in RCM recordings and your artistic works.

1: Definitions

For the purposes of this agreement:

1.1: Your RCM performances

Includes all performances by you whilst enrolled as a student at the RCM, including but not limited to RCM concerts, productions, masterclasses, class or other recordings and demonstrations.

1.2: Recordings

Recordings may be in the form of sound, moving and still images, in any analogue or digital format, and on any medium, including those yet to be discovered. The RCM may carry out the recording itself or commission recording by approved third parties.

1.3: Broadcast

Includes the transmission of both live and recorded performances.

2: Grant of rights

2.1

You consent to the RCM recording and/or commissioning the recording of any performance to which you contribute for any purpose, including teaching, archiving, non-commercial and commercial publicity and promotional use.

2.2

Notwithstanding anything to the contrary herein contained, it is expressly agreed that the copyright and all other rights of a like nature and related rights conferred at the time of the recording in respect of recordings by the law in force in any part of the world in the recording made hereunder, for the whole term of such rights together with any reversions, renewals or extensions, shall vest in the RCM or its licensees or assigns for the full term or terms of copyright in the said recording. You hereby assign to us any and all such rights which you might acquire and will do all things and execute all documents necessary to complete such assignment.

2.3

You waive your moral rights with respect to your RCM performances and their broadcast and recordings but the RCM seeks to recognise individual students' contributions where appropriate and practical and to avoid derogatory use of recorded performances.

2.4

You grant the RCM the right to use recordings of your RCM performances (and recorded performances of your compositions) for a variety of purposes in support of the RCM, including but not limited to teaching and research, archival purposes, commercial use, and non-commercial publicity which shall include promotion of the RCM. These recordings may be made available to students and staff of the RCM via controlled access, and may also be made available to the public via selected publicity channels. Where the RCM intends to make commercial use of such recordings it will make reasonable efforts to inform the performers involved.

2.5

Subject to any agreement to the contrary, you retain ownership of copyright in respect of underlying artistic works (eg compositions) created by you whilst and in consequence of being enrolled as a student of the RCM. You grant the RCM a non-exclusive, royalty-free, worldwide, irrevocable licence to perform these works during the period in which you are enrolled as a student of the RCM, to broadcast and to record such performances, and to make copies of said artistic works. These recordings and copies may be used for the purposes of the RCM and as described within this agreement for such time as copyright and any related rights subsist.

3: Warranties

You warrant that you have not licensed or assigned any rights that may conflict with the rights licensed or assigned in this agreement and are free to honour the obligations set forth in this agreement. You understand that this agreement is legally binding and as such may be enforced by the RCM.

4: Territory, duration & termination

4.1

You grant this licence effective world-wide for the duration of any copyright or related rights that subsist within your RCM performances, their broadcast and their recordings.

4.2

After graduation or after otherwise ending your enrolment as a student of the RCM, you may request termination or amendment of this agreement in exceptional circumstances. Such a request must be made in writing to the Artistic Director of the RCM who will consider your individual interests alongside the interests of current RCM students and the RCM as a whole in reaching a decision.

Appendix 2

RCM Class Recording Policy (2022)

Purpose

The Royal College of Music is committed to providing a world-leading environment for students to develop as musicians.

Increasingly video recording technology is a vital tool to support learning and teaching, including artistic reflection and professional development.

At the College, we record learning and teaching activity, including classes and some rehearsals to:

- provide access to learning and teaching content for students who are unable to attend classes in person, for instance due to Covid-19 related circumstances during 2020-21;
- document class activity, enabling students to access recordings for revision or reflection;
- support students with specific learning needs or students who do not speak English as their first language.

This policy covers permitted and prohibited uses of the recordings; standards and responsibilities for providing the recording services; rights in the recordings; use of third-party copyright materials; security and retention of recordings and the implications of breaching this policy.

Communication of this policy

1. For the purposes of this policy, the term 'recording' refers to any audio and/or video recording of a RCM class, rehearsal, performance or other learning activity, made with any type of recorder.

2. The term 'administrator' refers to a member of staff with dedicated responsibility for managing recordings made for a module or faculty, typically the module coordinator or the faculty administrator, plus a small number of technical administrators in the Digital department and Registry.

3. At the point of registration, all RCM students agree to be recorded during their studies, with copyright and all related property rights assigned to the RCM. For full details see the terms and conditions of registration for study, including the Recording Agreement, a copy of which is included at Appendix 1

Recorded Classes and Rehearsals

4. Audiovisual equipment is installed in specific College spaces for the purposes of recording classes and rehearsals. This equipment is maintained by the studios. Additionally, some classes and rehearsals may be recorded with portable equipment.

5. As a general principle, where possible most scheduled classes at the College will be recorded automatically to support learning. This includes in-person and online classes. It does not include one-to-one lessons, coaching or accompaniment rehearsals.

6. Class recording is designed to complement in-person delivery. It is not designed to replace student contact time nor should it reduce students' attendance at classes or rehearsals.
7. Class recordings must not be used as a mechanism for managing timetabling clashes.
8. Class recordings can be used by students to catch up on learning missed due to approved leaves of absence (LoAs).
9. Professors should not feel that they have to change their preferred teaching style for their class to be recorded.
10. In the spaces where class recording equipment is installed, the equipment may be used by staff and students for recording their own rehearsals, performances, and assessments. All users must adhere to the College's ICT Policy on [Acceptable Use](#) and the [RCM Policy for Personal Recordings](#).

The lawful basis for recording and storing personal data

11. Personal data in recordings may include your name, image, voice and any personal opinions expressed during the recording. The College processes your personal data in recordings on the lawful basis of its legitimate interests as an institution of learning and teaching. This means that the data processing is not required by law but there is a clear benefit to the organisation or you as an individual. This complies with current data protection legislation, including the Data Protection Act 2018 and the UK's retained version of the EU General Data Protection Regulation. For more information, please see the RCM Data Protection Policy.
12. Class recording data will be automatically deleted after two years, with the option for the administrator to extend this subject to lawful usage.
13. Where a professor leaves the employment of the College, they may request that their class recordings are deleted. This request should be sent to the line manager in writing and the request will be considered alongside the legitimate interests of students or the College in preserving the recording for a certain length of time, for example until the end of the current academic year.

Accessing recordings

14. All recordings made with RCM class recording equipment are processed and stored using Panopto software.
15. All recordings are stored securely using password protection. Access to new scheduled recordings is initially limited to the appropriate administrators. Access to new personal recordings will be on the user's "My Folder" in Panopto.
16. Administrators can access recordings in the Panopto folder on the relevant module or faculty page on Learn.rcm. Recordings can then be published to students on the appropriate Learn.rcm page.
17. For academic classes, administrators should only make the recording available to those students who are registered on the module. Faculty class recordings will only be available to RCM students. These recordings can be limited to students in the specific faculty if required.
18. By default, class recordings will only be available via streaming unless the administrator chooses to make them downloadable.

Automatic recording and opting out

19. As a general principle, most scheduled classes and rehearsals taking place in a digitally equipped venue at the College will be recorded automatically to support learning. Most online teaching will also be recorded.

20. This policy assumes that delivering a class or rehearsal is a qualifying performance under the Copyright, Designs and Patents Act 1988. The professor, and any student making a contribution, such as asking or answering a question, may have rights in a performance that would be infringed by recording without consent. Under this legislation, the policy informs you that your agreement for your performance to be recorded will have been given at the time of registering with the College but that you can choose to opt out of being recorded. This means you will always be given information on whether a lecture is being recorded and you may opt out of being recorded.

21. Students who wish to opt out of a recording should speak to the relevant module coordinator or faculty administrator. For online classes being recorded, students may choose to switch off their camera and/or microphone.

22. Employees or Associates of the College who wish to opt out should speak to their line manager.

23. It is the responsibility of the professor to make students aware of class recording practices at the start of each module or project.

24. In College spaces where recording equipment is installed a red light will flash for 5 minutes before recording commences; it will then remain on for the duration of recording. Signage in the space explains when recording is taking place.

25. Online classes that are being recorded will display a banner indicating this.

26. Class/rehearsal recordings will only be published to other students on Learn.rcm with an administrator's permission. This enables the administrator to delay the publication of a recording, edit the recording before publication, or withhold publication completely.

27. There may be legal, ethical or privacy reasons that mean it is not appropriate to record an entire module or class. In such cases the module coordinator or faculty administrator should speak to the Head of Programme or Head of Faculty to request that the module or class is not recorded at all.

Rights of recordings

28. Recordings of classes or rehearsals are for **the personal use of students or staff for educational purposes only**. The sharing, redistribution, editing, publication, broadcast or re-use of RCM class/rehearsal recordings is prohibited. This includes sharing the video by email or publishing the video on social media or a website. Unauthorised use of class/rehearsal recordings will be handled as a disciplinary matter in line with the RCM Student Code and Procedures.

29. It is not permitted to make recordings of external hire events or activities run by external organisations.

30. The intellectual property of the content of the recording remains the property of the College and those persons featured in the recording and not the student making the recording.

Copyright permission

31. It is the professor's responsibility to ensure that the materials used in all classes and class recordings do not infringe copyright. Check that one of the following applies:

- you or the College have written permission regarding use of copyright materials;
- the materials are available for use under an educational licence (please ensure the terms of the licence allow for redistribution, e.g. via a lecture recording);
- the materials are licenced under creative commons (please ensure the terms of the licence allow redistribution, e.g. via a lecture recording, see);
- the materials are out of copyright (see this [government information](#) for details about the duration of copyright).

Further questions on copyright should be directed to the Library library@rcm.ac.uk.

32. Unless separate contract terms apply, the College owns the copyright in class materials (including e-resources) that are created by professors during the course of their employment, therefore copyright permission is not required from professors to include these materials in a class recording. If this is not the case for any particular class materials, they will be marked as such and you should contact the Library to clarify the position before using these materials in a class recording.

33. However, individual professors retain the right to object to their performances in classes being recorded (see 180(2) of the Copyright, Designs and Patents Act 1988 for a definition). This means that a professor can decline to be audio or video recorded or can ask for an existing audio or video recording to be withdrawn or deleted, at any time. Professors should speak to their line manager in the first instance to discuss opting out or data deletion.

34. Recordings of classes or rehearsals will not be used for performance management of professors or the investigation of student complaints or appeals without the express consent of the relevant member of staff or where this is permitted in accordance with the provisions of data protection legislation.

35. The College reserves the right to distribute a recording more widely, but only with the written permission of the professor delivering the class and of all contributing students.

Recordings made by students

36. Where a recording is not being made by the College, students may record classes or rehearsals on their own devices for personal use only with the permission of the professor and of all contributing students. Use in an assessment of any statements made should be appropriately attributed to the source.

37. Where, in exceptional cases, class recording is not permitted, students will be informed orally or through signage, and must not make any recording.

38. Students are not permitted to make recordings of RCM performances.

39. Students may use the recording equipment in RCM spaces to record personal practice, student-led rehearsals, audition/competition entries and assessments. These recordings are for private use only and students must abide by national and international laws and agreements on copyright, performers' rights, moral rights and any other relevant rights related to recording, storage, usage and broadcast. This includes any usage on the internet. For more information see [Guidance on Using Recordings Made at the RCM](#)

40. Students making their own recordings using RCM equipment will find the videos in “My Folder” on Panopto (accessible via Learn.rcm).

Junior Department

41. No recordings are permitted on Saturdays during term-time unless there is written permission from the Head of Junior Programmes or the Assistant Head of Junior Programmes.

42. Junior Department students are not permitted to use the College's class recording equipment.

Visiting professors

43. External visiting professors (or their employer as appropriate) may retain copyright on work and any other intellectual property rights they generate if the College has agreed a deviation from its stipulation that such rights must be owned by the College in accordance with the RCM Intellectual Property Policy section 2.3. For this reason you should confirm the copyright position and obtain written consent from guest professors before recording their class or rehearsal.

Approved March 2022

Updated October 2023

Appendix 3

RCM Policy for Personal Recordings

The Royal College of Music encourages the use of recording, both audio and audio-visual, to enhance learning and teaching. Applications to make a recording will only be approved subject to the following:

- All members of the RCM must abide by national and international laws and agreements on copyright, performers' rights, moral rights and any other relevant rights related to recording, storage, usage and broadcast. This includes any usage on the internet.
- Personal recordings at the RCM must be approved via the online request form on this page [RCM Studios on learn.rcm](#) , except for personal recordings of solo practice during routine practice sessions, which do not require prior approval.
- No recordings of RCM performances are permitted, other than those undertaken or sanctioned by the RCM.
- The RCM reserves the right to impose fees or usage restrictions for any recording made on RCM premises, unless otherwise agreed in writing.
- Personal recordings must not include the RCM logo/branding or imply in any way that the record is an official one.
- Applications to make a personal recording will normally be considered and approved by RCM Studios according to this policy, overseen by the Artistic Director.
- A set of FAQs is available on the Studios link above (bullet point 2) . These outline the considerations for anyone planning to make a recording, along with links to professional bodies with official advice and guidance.
- All members of the RCM should seek professional advice if they are unclear on any issues to do with rights in recording and broadcast.