

Intellectual Property (IP)for BrisDoc

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Introduction

BrisDoc recognises the critical importance of intellectual property (IP) in supporting its mission and enhancing its competitive advantage. This IP Policy outlines the framework within which co-owners and contractors—including those on honorary contracts and self-employed individuals—must operate regarding the creation, protection, and utilisation of IP.

Definition of Intellectual Property

Intellectual property refers to any intangible creation of the mind that has commercial value, encompassing, but not limited to, inventions, designs, trade secrets, trademarks, copyrightable works, and software.

IP Policy Governance

The Corporate Leadership Team is responsible for overseeing this IP Policy, addressing any disputes or issues related to IP, and making determinations on BrisDoc's stance regarding IP matters. All co-owners and contractors must understand and comply with this IP Policy.

Ownership of Intellectual Property

Co-owner Created IP:

Generally, any IP created by a co-owner in the course of their employment with BrisDoc is considered the property of BrisDoc.

Co-owners must promptly disclose any potentially patentable inventions or significant IP to their manager, who will inform the Corporate Leadership Team.

Contractor Created IP:

IP created by contractors while working for BrisDoc is governed by the terms outlined in their contract agreements.

Contracts must include explicit provisions regarding the ownership and usage of any IP developed during the engagement.

Third-Party IP:

BrisDoc respects the IP rights of third parties and expects all co-owners and contractors to do the same.

No third-party IP may be used without proper authorisation or a valid licence.

Specific IP Considerations by Area

Operational Matters:

Innovations in operational processes, methodologies, and training materials developed by co-owners are typically owned by BrisDoc. These include any proprietary operational frameworks that enhance efficiency or service delivery.

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Clinical Work and Medical Processes:

IP resulting from clinical research, patient care methodologies, or medical education resources created by co-owners in their professional capacity will generally be owned by BrisDoc, especially when they are developed within the scope of their duties.

Any clinical developments that may lead to patentable innovations must be reported to management immediately.

Education and Training:

Educational materials, curricula, and training programmes created by co-owners for staff or external stakeholders are considered BrisDoc's IP, supporting its commitment to continuous professional development.

IT-related Developments:

Software, applications, and digital tools created by co-owners or contractors that enhance BrisDoc's operations or services are owned by the organisation. This includes code, algorithms, and IT methodologies developed during employment or contractual engagement.

Confidentiality and Trade Secrets

Protection of Confidential Information:

BrisDoc prioritises the protection of its confidential information, including proprietary methodologies, business strategies, patient data, and other sensitive information.

All co-owners and contractors must maintain confidentiality during and after their employment/engagement with BrisDoc.

Trade Secrets:

BrisDoc's trade secrets, which may include business processes, formulae, and algorithms, must be safeguarded rigorously against unauthorised disclosure.

Licensing and Use of Intellectual Property

Licensing-In:

BrisDoc may acquire IP rights from third parties through licensing or other legal means, subject to appropriate approval.

Licensing-Out:

Licensing BrisDoc's IP to external parties must align with organisational strategic goals and be governed by contracts that protect its interests.

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Software and Copyrighted Materials:

All co-owners and contractors must respect copyright laws and licensing agreements when using software, digital content, or other copyrighted materials in their work.

Dispute Resolution

Any disputes regarding IP will be managed in accordance with applicable laws and regulations. Such matters should be reported to the Corporate Leadership Team for resolution.

Policy Review

This IP Policy will be reviewed and updated every three years or sooner if necessary to ensure its relevance and effectiveness. Any proposed revisions should be submitted to the Corporate Leadership Team.

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Appendix A: Intellectual Property Clause for Employment Contracts

Intellectual Property Rights

Ownership and Assignment:

- The employee agrees that anything they create while working at BrisDoc—such as ideas, designs, and materials—belongs entirely to BrisDoc. The employee will transfer all rights to these creations to BrisDoc and understand that BrisDoc can take action if these rights are infringed upon.

Future Assignment:

- The employee agrees to assign any future rights to their creations to BrisDoc as well.

Moral Rights Waiver:

- The employee gives up any "moral rights" they may have regarding their creations, meaning they won't object to how BrisDoc uses their work.

Documentation and Vesting:

- If BrisDoc asks, the employee agrees to sign any necessary documents to officially transfer ownership of their creations to BrisDoc.

Power of Attorney:

- The employee gives BrisDoc the authority to act on their behalf to make sure all rights to their creations are properly transferred. A signed statement from BrisDoc's CEO or Chair of the Board will confirm this authority.

Representations and Warranties:

- The employee promises that:
 - They haven't allowed anyone else to use their creations except as needed for their job.
 - BrisDoc's use of their creations won't violate anyone else's rights.
 - Their work is original and created by them.

Indemnity:

- If someone claims that the employee has infringed their rights with their creations, the employee agrees to defend and protect BrisDoc against any resulting costs or legal issues.

Survival of Provisions:

- These rules will still apply even if the employee leaves BrisDoc

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Version Control

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