FUSION PRIZE – INTELLECTUAL PROPERTY POLICY

Definition of terms

Team = a defined group of one or more people who submit an Idea Proposal Form to the Fusion Prize by [deadline date]

Idea = a team’s proposal as described within an Idea Proposal Form, and its subsequent development into a full plan, pitch materials and demonstrations [between date and date 2020] by Teams that are shortlisted by the Fusion Prize Judging Panel on [date]

Producing Partners = Culture Mile (at the City of London Corporation) and the Foundation for Future London (at East Bank)

Fusion Prize = challenge prize mounted by the Producing Partners between May 2019 and May 2020 seeking Ideas that develop Fusion Skills among Young Londoners

Ownership and Rights

1. The copyright, database rights, trade marks, domain names, designs, patents and all other intellectual property rights (IPR) including all any and all software code, text, images, video, music, scripts, character definitions, character and place names and descriptions, domain names, titles, materials and media created as part of the Idea shall be owned exclusively by the Team and its licensors. The Producing Partners shall not acquire any rights to the Idea other than as set out in this Agreement.

2. The Team warrants that all materials forming part of the Idea are original to the Team and to the extent that any part of the Idea includes any items or IPR belonging to any third party, the Team will ensure that it obtains all the necessary consents, clearances and rights to enable the themselves and the Producing Partners to use the Idea within the Fusion Prize. The Team will ensure that the use of the Idea by themselves within the Fusion Prize shall not infringe the IPR or confidentiality of any third party.

3. The Team further warrants that the Idea is in no way in whole or in part an infringement of any existing copyright or any other IPR and that it contains nothing obscene, blasphemous, libellous or defamatory and that all any statements contained within the Idea purporting to be fact are true and fairly recorded and all comments made fairly and without malice.

4. If the Team is entering into collaborations with other persons as part of the Idea they must ensure appropriate agreements around the ownership of any IPR generated are drawn up and agreed.

5. Any IPR generated jointly with other Fusion Prize teams during the project delivery period will be owned jointly by the parties involved. The Team will only be entitled to use that joint IPR for purposes relating to the Fusion Prize, or otherwise with the express written permission of the Producing Partners. Wider exploitation by the Team must be agreed in writing by the other joint owners.

6. It remains the responsibility of the Team to manage and register its IPR appropriately.
1. In consideration of the Producing Partners acknowledging the Team’s authorship of the Idea, the Team grants to the Producing Partners the right to use images of the Idea and, subject to prior consultation with the Team, to adapt or manipulate such images for to ensure the images give appropriate credit to the Producing Partners.

2. Teams shall indemnify and keep indemnified the Producing Partners against any loss, injury, damage or whatsoever nature (including any legal costs or expressed properly incurred and any compensation costs and disbursements paid) resulting from any breach of the clauses above.