



## INTRODUCTION

This document sets out Frost Creative's Intellectual Property (IP) policy, which governs the ownership and management of Frost Creative's IP and discretionary Reward to Inventors Scheme. This policy applies to all Frost Creative Employees and Associates.

Any related queries should be forwarded to the Director of Frost Creative.

## IP OWNERSHIP

### Employees

The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, with any related IP legislation, make it clear that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer. Hence, as prescribed by law, any IP created by Frost Creative Employees in the course of their normal duties shall be the property of Frost Creative.

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

Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed with external organisations that concern Frost Creative IP shall prevail.

### Associates

Individuals who are affiliated to Frost Creative but who are neither employees nor "Associates" may be required to assign the rights to any IP they create in the course of their work activities to Frost creative. Frost Creative may have obligations to organisations that it will not be able to honour without such an assignment of rights being in place.

Associates are treated as if they were Frost Creative Employees for the purposes of revenue sharing. Frost Creative recognises that, in a limited number of cases, special arrangements may need to be negotiated regarding the ownership and use of IP that they may generate. Such arrangements will be negotiated on a case-by-case basis, generally with the individual's employer. Any individual who believes that he or she

falls within such a category should contact the Director for advice at the earliest opportunity.

## RECORD-KEEPING

All those who may generate IP as part of their work should make and keep clear and accurate records in a retrievable format. This is necessary to support a claim to any IP that arises.

## CONFIDENTIALITY

It is a condition of employment or affiliation that individuals must familiarise themselves with and preserve the confidentiality of sensitive information which is made available to them during the course of their work. All confidential information received under Confidential Disclosure Agreements (CDAs) or Contracts must be treated in confidence and can only be disclosed to those individuals who need access to the information as stated in the agreement or contract, provided they too observe the confidentiality obligations.

Individuals are advised that any non-confidential disclosures of IP generated during the course of Frost Creative activities may prejudice future commercial opportunities, such as a non-confidential disclosure of information pertaining to a patent application made prior to that application being submitted.

Individuals are requested to notify the Director, as soon as possible, if they are concerned about inadvertent disclosure.

## FROST CREATIVE'S NAME AND LOGOS

The responsibility for overseeing the use of Frost Creative's name and logo lies with the Director.

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

<b>Approved by (including date of approval)</b>	Director of Frost Creative - February 2022
<b>Review cycle</b>	3-yearly
<b>Date of next review</b>	February 2025