

## The Accessible Musical Instruments Challenge Terms of Engagement for Individual Participants

### INTRODUCTION

The Accessible Musical Instruments Challenge (the “**Project**”) aims to address the accessibility challenges of people who want to play or produce music, but find it physically challenging to do so.

This document sets out the Terms of Engagement for an Individual Participant’s involvement in the Project, and in particular the use and exploitation of intellectual property rights in respect of the **Results** of the Project.

**Individual Participants** will participate in the Project on a voluntary basis in their spare time or, by agreement with their Employer, during normal working hours as a professional development opportunity.

Individual Participants will work together with other **Contributors** to address a series of innovation challenges as part of the Project.

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following expressions have the meaning set opposite:

**Background:** any information, data, techniques, Know-how, inventions, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by the Individual Participant or Contributor to another Individual Participant or Contributor for use in the Project, and whether before or after the Commencement Date of the Project), except any Result;

**the Commencement Date:** 1 July 2020;

**Confidential Information:** an Individual Participant’s or Contributor’s Confidential Information is: any Background disclosed by that Individual Participant or Contributor to another Individual Participant or Contributor for use in the Project and identified as confidential before or at the time of disclosure and, for the Project Period only, any of the Results in which that Party or Contributor owns or co-owns the Intellectual Property Rights, and any other information disclosed by that Individual Participant or Contributor to another Individual Participant or Contributor for use in the Project or under this Agreement and identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential;

**a Contributor** any named individual or organisation participating in the Project;

**Intellectual Property Rights:** patents, rights to inventions, trade marks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect

confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above, and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**Know-how:** unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;

**the Project Period:** the period described in clause 2.1;

**the Results:** all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing in the course of the Project;

**Team:** a group of two or more Contributors collaborating to address a particular innovation challenge as part of the Project.

## **2. THE PROJECT**

2.1 The Project will begin on the Commencement Date and will continue until the completion of the Project. If an Individual Participant joins a Team after the Commencement Date, it will apply retrospectively to work done in relation to the Project on or after the Commencement Date. These Terms of Engagement will remain in full force and effect for the duration of the Project.

## **3. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS**

3.1 This document does not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Individual Participant or Contributor which contributed them to the Project (or its / her / his licensors). No licence to use any Intellectual Property Rights is granted or implied by participation in the Project except the rights expressly set out in this document.

3.2 The Contributors in a Team which have collectively created or generated any Result will co-own the Intellectual Property Rights in that Result as tenants in common in equal shares. The co-owners may take such steps as they may decide from time to time, at their joint and equal expense, to register and maintain any protection for those Intellectual Property Rights, including filing and prosecuting patent applications, and taking any action in respect of any alleged or actual infringement of those Intellectual Property Rights.

If one or more of the co-owners does not wish to take any such step or action, the other co-owner(s) may do so at their expense, and the co-owner(s) not wishing to take such steps or

action will provide, at the expense of the co-owner making the request, any assistance that is reasonably requested of it / her / him.

- 3.3 Any co-owner of any of the Intellectual Property Rights in any Result may deal with and exploit those Intellectual Property Rights as though it / she / he were the sole owner provided that no co-owner may grant any third party any rights which detract from any other co-owner's right to deal with any co-owned Intellectual Property Rights as it / she / he sees fit.

#### 4. **CONFIDENTIALITY**

- 4.1 None of the Contributors will disclose to any third party or use for any purpose, except as expressly permitted by these Terms of Engagement, any other Contributor's Confidential Information.

- 4.2 None of the Contributors (the "**Recipient**") will be in breach of any obligation to keep any Background, Results or other information confidential or not to disclose it to any third party to the extent that:

4.2.1 if it is received from another Party or Contributor, is known to the Recipient before its receipt from another Party or Contributor, and it is not already subject to any obligation of confidentiality to another Party or Contributor;

4.2.2 it is or becomes publicly known without any breach of these Terms of Engagement or any other undertaking to keep it confidential;

4.2.3 it has been obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality to another Party or Contributor;

4.2.4 it has been independently developed by the Recipient without reference to another Party's or Contributor's Confidential Information; or

4.2.5 it is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction or the requirement of any competent regulatory authority and that, in each case where the law permits, and the party required to make that disclosure has informed the Party or Contributor whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or

4.2.6 it is approved for release in writing by the Party or Contributor whose information it is.

**By agreeing to participate in the Project, Individual Participants will automatically be deemed to have read, understood and agreed to the Terms of Engagement as set out above.**

**July 2020**