



## IP GLOSSARY

Key IP words and phrases and their definitions.

<b>Artificial Intelligence (AI)</b>	The ability of a computer or robot to perform tasks, produce imagery, prose, and so on, normally requiring human intellect and input.
<b>Assignment</b>	The transfer of intellectual property from the IP owner to another/others.
<b>Author</b>	Party who creates copyright work.
<b>Brand</b>	A name, most often a trade mark belonging to a manufacturer or product.
<b>Breach</b>	Where a party to an agreement disregards or acts contrary to a term of that agreement
<b>Copyright</b>	An automatic right in various kinds of works including literary, dramatic, musical, and artistic works. There is no need to registered Copyright under UK law but, in order for it to arise, the work must be original (i.e. not copied) and “recorded” (i.e. fixed in a material form such as in writing, as a drawing, audio recording etc). The owner of the Copyright in a work has the exclusive right to do certain things with that work and has the right to pursue any infringement.
<b>Digital Piracy</b>	downloading material, for example, music illegally from the Internet
<b>Exclusive Licence</b>	A <b>Licence</b> which restricts the <b>Licensors</b> from granting a <b>Licence</b> to anyone else <u>and</u> from exploiting those rights himself/herself. The benefit of an Exclusive Licence is that the <b>Royalty</b> which the <b>Licensors</b> receives in return is likely to be greater than any <b>Royalty</b> he/she would receive in return for a <b>Non-Exclusive Licence</b> .
<b>Infringement</b>	Failure to obey a law or regulation – unauthorised use of an intellectual property right
<b>Intellectual Property</b>	The collective term for the rights arising under the law relating to Copyright, Unregistered Design Rights, Registered Design Rights, patents, Trade Marks, Passing Off, Utility Models, and the Law of Confidence. Original work that can be legally protected.
<b>Logo</b>	A design or image which represents the brand or product
<b>Licence</b>	Permission granted to someone to carry out certain acts in relation to the <b>Licensors</b> ’ <b>IPR</b> for a period and often in limited territories. If/when it comes to an end, the rights revert to the <b>Licensors</b> .
<b>Licensors</b>	The party granting a <b>Licence</b> .
<b>Licensee</b>	The party obtaining permission to use certain rights by way of a <b>Licence</b> .
<b>Music Piracy</b>	The illegal copying, downloading, distribution and sale of copyright music



<b>Monopoly</b>	Certain intellectual property rights confer a monopoly such as patents and registered designs and the owners do not have to prove copying to enforce their rights.
<b>Moral Right</b>	In copyright there is an obligation, a “moral right” to acknowledge the author. It is a personal right and cannot be assigned.
<b>Non-Exclusive Licence</b>	A <b>Licence</b> which enables the <b>Licensor</b> to exploit the same rights as he/she has allowed the <b>Licensee</b> to exploit, as well as allowing third parties to exploit them.
<b>Novelty</b>	A design or patent must have “novelty” i.e. one that has significant and distinctive elements not previously available from existing or competing products
<b>Patent</b>	An exclusive right granted by Government giving the inventor/creator the right to stop others from using without permission. new - it must not have been made publicly available anywhere in the world, for example it must not be described in a publication inventive - for example, it cannot be an obvious change to something that already exists either something that can be made and used, a technical process, or a method of doing something
<b>Passing Off</b>	An illegal act in which someone tries to sell a product by deceiving buyers into thinking it is another product or brand.
<b>Registered Design Right (UK)</b>	A design is registrable with the UKIPO if it is new and gives a different overall impression to anything going before it. It lasts for 25 years if renewed every 5 years.
<b>Registered Design Right (EU)</b>	Post Brexit, If you want design protection in countries which are members of the EU , you can apply for a RCD through the European Union Intellectual Property Office ( EUIPO ) but this excludes the UK, so you will have to register a UK design if you want UK protection.
<b>Royalty</b>	A <b>Licensor</b> will often receive a Royalty in return for licensing IP, e.g. a percentage based on profits or a fixed fee.
<b>Revocation</b>	A procedure to remove a trade mark, patent, or registered design.
<b>Sole License</b>	A <b>Licence</b> under which both the <b>Licensor</b> and the <b>Licensee</b> can exploit the same rights, but the Licensor may not allow third parties to do so as well.
<b>Supplementary Design Right (UK only)</b>	An automatic design right that mirrors unregistered design rights in the UK only, lasting up to 3 years.



<b>Trade mark</b>	A name or symbol used to show that a product is made by a specific company and legally registered so that it cannot be used by any other company. The symbol ® denotes a registered trade mark
<b>Unregistered Design (EU)</b>	This arises automatically for any design which is new, and which gives a different overall impression to anything going before it. It will last for 3 years.
<b>Unregistered Design (UK)</b>	This right arises automatically when an original (i.e. not copied) design is either recorded in a design document or an article is made to that design. In addition, the design must not be commonplace in the design field in question. Unregistered Design Right arises automatically in any aspect of the shape or configuration of the whole or part of an article. Certain designs are excluded. It will usually subsist 10 years from the end of the year of first marketing.

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