

---

# Intellectual Property Policy

---

## 1. Introduction

This document sets out the John Graham Holdings Ltd. (“GRAHAM”) Policy for governing the ownership of Intellectual Property Rights (“IPR”) created by, developed for, or developed by any Employee within the course of their employment with GRAHAM. This Policy also regulates the use and management of the GRAHAM IPR, and the use by GRAHAM of Intellectual Property (“IP”) owned by any third party.

GRAHAM are committed to being an inclusive workplace where all employees, customers and stakeholders can fully participate and contribute. We strive to ensure accessibility across all facets of our operations, including physical spaces, digital platforms, communication channels and services.

Our People policies are regularly audited against rigorous accessibility standards to ensure compliance and to support every employee.

Anyone who requires additional support or has any questions regarding accessibility can contact the HR team at [HR-GFM@graham.co.uk](mailto:HR-GFM@graham.co.uk)

## 2. Purpose

The purpose of this Policy is to help maintain the Company's reputation as a fair competitor, ensure the integrity in Intellectual Property, and comply with the laws regulating Intellectual Property.

## 3. Scope

This policy applies to all GRAHAM employees.

For the avoidance of doubt, the provisions of this agreement extend to those Employees who carry out their duties in the course of their employment outside of the United Kingdom.

The Policy applies to all forms of IP in any format and in any media. IP includes (but is not limited to), all inventions capable of protection whether registered or not, patents, registered and unregistered designs and design rights, software, sound recordings, films and broadcasts, commercially exploitable know-how and all copyrights including copyright in software, databases, designs and materials circulated electronically.

## 4. Employees

GRAHAM has a duty to protect its rights in all its IP. Specifically, GRAHAM is keen to protect materials which are produced by its Employees during the course of their employment. As a general principle, GRAHAM claims ownership of IP in works and inventions created by Employees regardless of whether such an output is specifically defined within the Employee's role or job description. Subject to the following paragraphs, the provisions of the Copyright, Design and Patents Act 1988 (as amended) and the Patents Act 1977 (as amended) shall apply to any IP. Under the Acts, where the originator of a copyright work, patentable invention, or other similar material, is an Employee, GRAHAM shall own the IPR from such creation.

GRAHAM recognise that any IP produced by Employees may be desirable to others and hold significant commercial value. In the event that an Employee wishes to use such IP for any other purpose that is not in connection with the purpose for which it was created, or is not in connection with their employment, GRAHAM may consider the circumstances and grant a licence for the use of the IP by Employees, or others, on a case by case basis. Materials should not be furnished to any third party, or any licence in relation to the IP granted, without the express written consent of GRAHAM.

Except as otherwise specified in writing by GRAHAM, IP created by Employees during their employment with GRAHAM under the terms of any external funding or contract between GRAHAM and any third party shall belong to GRAHAM.

If, in the course of their Employment, an Employee creates any invention, he/she is under an obligation to disclose this invention to GRAHAM.

Where it is decided that GRAHAM will apply for legal protection for IP, it is expected that Employees involved in creating or inventing the IP will provide all reasonable assistance in the process, for example, by providing information promptly upon request, attending meetings, advising on further developments and maintaining confidentiality as required.

## **5. GRAHAM IP**

GRAHAM is committed to protecting its own IP from infringement by others. GRAHAM IP includes (but is not limited to), all inventions capable of protection whether registered or not, patents, registered and unregistered designs and design rights, software, sound recordings, films and broadcasts, commercially exploitable know-how and all copyrights including copyright in software, databases, designs and materials circulated electronically, confidential information, commercially sensitive information and trademarks. It is the responsibility of every Employee to assist in the protection of GRAHAM IP.

GRAHAM IP is only to be used for purposes directly and necessarily related to that employee's role within the GRAHAM business.

GRAHAM IP must be kept on either GRAHAM devices or on medial or platforms approved by the IT department. Transfer to anything other than these devices or platforms (including to personal email addresses or home computers/devices) is strictly forbidden.

Employees are not permitted to assign or create a licence for third parties for any use in GRAHAM IP. Employees are obliged to maintain strict confidentiality with respect to GRAHAM IP and are required to ensure that non-disclosure agreements are in place before discussing matters relating to GRAHAM IP with third parties.

If any IP is created by GRAHAM, and GRAHAM is subject to an agreement with a third party which has conflicting terms than those terms outlined in this Policy, this Policy shall take precedence over any other third party agreement, save only where the agreement contains a clause which has been agreed by GRAHAM, and the contents of which have been signed by a registered Director of GRAHAM.

When employees leave the business, they will either return or destroy (at GRAHAM's election, and in its absolute discretion) any and all GRAHAM IP within their possession or control.

This Policy deals with the majority of activity by GRAHAM; however, other categories of ownership may arise on a case-by-case basis. In all instances of doubt, where IP is created or used by Employees or in any instances of ambiguous IP ownership,

Employees should contact the GRAHAM legal team who will assess IP ownership, capture the IP appropriately, and provide advice on the course of action required.

## **6. Third Parties**

IP produced by third parties will not belong to GRAHAM, unless a written agreement transferring the ownership is signed by authorised signatories from both GRAHAM and the third party.

GRAHAM Employees should at all times respect the IP owned by any third party, and shall not, through any act or omission, cause GRAHAM to be infringe any third-party rights in IP.

## **7. Infringement of IP**

In the event that any Employee breaches any of the terms of this policy, such breach should be brought to the attention of the GRAHAM legal services department immediately.

Any breach of this policy will be dealt with under the company disciplinary procedures and may result in dismissal.

## **8. Dispute Resolution**

If a dispute arises in concerning the provisions of this Policy, this should be raised initially with the legal services department and GRAHAM and the Employee shall themselves seek to resolve the issues in the first instance. All internal procedures should be exhausted before resorting to external resolution processes. Should no acceptable outcome be reached, the dispute may be referred to an independent expert who shall liaise with GRAHAM in consultation with the Employee in dispute.

The independent expert shall make a determination that is final and binding on GRAHAM and the Employee in dispute and which shall include the apportionment of the cost and the expenses payable by each of them.