



# Intellectual Property and Copyright Policy

## National Back Exchange

### Responsible Person

Sarah Thornton, Chair

### Authors

Kerry Kemp, Vice Chair

Mary Muir, Publications Director

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## 1. Version Control Summary

Date	Version no.	Summary of changes	Consulting group / person
June 2026	1.0	New Policy to protect NBE intellectual property and copyright across publications, guides, Column journal, and digital outputs; aligned with CIO status and existing frameworks.	S Thornton, Chair K Kemp, Vice Chair M Muir, Publications Director

## 2. Introduction

This Intellectual Property and Copyright Policy sets out how National Back Exchange (NBE) (Charity Number: 1202540) establishes, manages, and enforces rights in its content and assets. It safeguards NBE's rights, prevents unauthorised reproduction and adaptation (including derivative works), clarifies routes for lawful licensing and reuse, and protects NBE's reputation, integrity, and income. This policy operates alongside NBE's governance framework and UK law.

## 3. Context and Scope

- **All NBE content:** standards, frameworks and competency pathways; publications (print and digital), including Column journal content; clinical guidance; tools and templates; training and educational materials (including presentations, recordings and handouts); website and community content; newsletters, blogs and social media outputs; conference and event materials (including recordings); NBE-created graphics, tables, illustrations and photographs; and branding assets (including the NBE name, logos and marks).
- **All individuals and organisations acting for or in collaboration with NBE:** Trustees, members, editors, authors, reviewers, contractors, suppliers, corporate partners, sponsors, advertisers, conference presenters, collaborators, and users of NBE publications, resources, and services.
- **All channels:** print, broadcast, webinars, recordings, digital distribution, websites, social platforms, email, other electronic or emerging communication methods

## 4. Definitions

- **Copyright:** A set of rights protecting original works and restricting copying, distribution, communication, performance, and adaptation without licence.
- **Derivative work / Adaptation:** A work based on or derived from an NBE work (e.g., translation, abridgement, updated or compiled versions, infographics/videos based on NBE content, redesigned figures/tables, or republished Column material). Making an adaptation is a restricted act requiring NBE permission.
- **Moral rights:** Rights to be identified as author/editor (where asserted) and to object to derogatory treatment of the work.
- **Typographical arrangement:** The layout/design of a published edition (e.g., Column issue) which carries its own copyright.
- **Licence:** Written permission setting out scope, term, territory, format, any fees, and attribution requirements.

## 5. Ownership of Rights

- **NBE as copyright owner:** Unless otherwise agreed in writing, National Back Exchange owns the copyright and related rights in all NBE content, including (but not limited to) the materials set out in the *Context and Scope* section of this policy.
- **Authorship & moral rights:** Where individual authors/editors contribute, NBE respects moral rights to attribution (where asserted) and integrity. Credits will be included per journal/publishing standards; derogatory treatment is prohibited without written consent.
- **Third-party content:** Third-party materials used within NBE works must have documented licences or fall under statutory exceptions; such material retains the third party's copyright and must not be reused beyond the licensed scope.
- **Commissioned, contributed and collaborative works:** Where content is created at the request of National Back Exchange under a commission, contract or agreed brief, copyright and related rights will normally vest in National Back Exchange, subject to the terms of that agreement. Where content is developed through voluntary contribution, collaboration or co-production (including work with external partners and public bodies), contributors will normally retain copyright and moral rights in their

work, while granting National Back Exchange a perpetual, royalty-free licence to use, adapt, publish and distribute the material for its charitable purposes, with appropriate acknowledgement. Contribution of expertise or content does not constitute endorsement of the final output unless explicitly agreed in writing, and National Back Exchange accepts no responsibility for amendments made outside the agreed scope of its contribution.

## 6. Copyright Notice and Marking

- © National Back Exchange [Year]. All rights reserved. No part of this publication may be reproduced, stored, transmitted, or adapted to create derivative works without prior written permission.
- Column journal: include notice on inside cover, article page, and PDF; include typographical arrangement statement.
- Digital assets: apply metadata and watermarks where practicable.
- NBE name and logos use only with prior written approval; absence of approval implies no endorsement.

## 7. Permissions and Licensing (Including Derivative Works)

No reproduction, redistribution, public posting, or adaptation/derivative work of NBE material is permitted without written licence from NBE (Publications Director or delegate).

### Licence routes:

- Standard reuse: quotations/figures for non-commercial educational use with written permission / license and mandatory attribution.
- Derivative/adaptation licences: translations, updates, abridgements, compilations, videos/infographics, teaching and educational packs, or edited/annotated versions require a derivative licence with a quality assurance review and attribution requirements.
- Commercial licences: for uses by companies/organisations, fees may apply; alignment with NBE values required.

### Mandatory terms (included in all licences):

- Accurate attribution (authors, NBE, year, source/DOI/URL).
- No endorsement implied; use of NBE name and logo only as authorised.
- Integrity: no derogatory treatment or changes that misrepresent clinical or professional guidance; NBE may require editorial and/or scientific review.
- Open web posting requires specific permission; may mandate link-back to authorised NBE source and/or access conditions.
- Data protection: any personal data in case studies/recordings must comply with NBE Data Protection Compliance Policy.

## 8. Column Journal – Specific Provisions

- **Scope:** ‘Column’ includes journal title, issue compilation, editorial matter, peer review content, commissioned articles, graphics, and typographical arrangement.
- **Author agreements:** Authors grant NBE the right to publish, distribute, and license reuse, including derivative licences (e.g., translations/abridgements), subject to moral rights and acknowledgements; authors warrant originality and secure third-party permissions.
- **Adaptations & derivative works:** Any adaptation of a Column article (e.g., tool, infographic, video, translation, commercial training pack) requires NBE’s prior written licence; NBE may require scientific/editorial review.

## 9. Acceptable Limited Use (Statutory Exceptions)

- Where a person or organisation relies on a copyright exception, including fair dealing, they must assess and record the basis for that exception before use.
- The assessment must confirm that the purpose is permitted by law, the amount used is fair and proportionate, appropriate acknowledgement is provided where required, and the use does not unreasonably affect the normal market for the original work. See example checklist below
  - Before using copyright material without permission, confirm and record:
  - Purpose of use falls within a legal exception (e.g. fair dealing)
  - Amount used is limited and proportionate to that purpose
  - Material is used only where necessary
  - Appropriate acknowledgement is provided (where required)
  - Use does not replace, compete with, or reduce demand for the original work
  - Assessment recorded (name, role, date)
  - NBE reserves the right to challenge use where it reasonably considers that an exception does not apply

## 10. Prohibited Uses (Non-Exhaustive)

- Full or substantial reproduction of NBE publications or Column articles without licence.
- Creation, publication, or distribution of derivative works without licence (including translations, updates, compilations, infographics, videos, abridged guides).
- Removal or alteration of notices/credits; misattribution; implying endorsement.
- Use of NBE name and logos without permission

## 11. Permission Process

- Requests must be submitted to the Publications Director via the Associations Administration Team [admin@nationalbackexchange.com](mailto:admin@nationalbackexchange.com) with description of material, purpose, audience, format, distribution channel, term, and whether a derivative/adaptation is intended.
- The administration team registers requests and prepares licence terms; Chair/Vice Chair approve where policy, reputational, endorsement or commercial risk exists.
- Permission conditions and any limitations are confirmed in writing prior to commencement of use.
- In addition, where applicable fees are confirmed by quotation → purchase order → invoice → no right vests and no use may commence until payment has been received in full.

## 12. Monitoring, Enforcement & Takedown

- The Board of Trustees and Associations Administration Team monitors external platforms and receives reports of suspected infringement (primary or secondary).
  - **Primary infringement:** Directly copying or reproduction or using a copyrighted work without permission.
  - **Secondary infringement:** Knowingly dealing with, distributing or facilitating to make infringing copies of a copyrighted work
- NBE will first seek proportionate and informal resolution through cease-and-desist/takedown notices. Where infringement persists, response is inadequate or reputation, or commercial harms are identified, NBE may escalate to formal remedies and platform reporting.

### 13. Interaction with Advertising & Sponsorship

- No licence or reuse implies NBE endorsement.
- Promotional use must comply with the Advertising & Sponsorship Policy and requires explicit approval for any NBE name and logo use.
- Educational vs. advertorial categorisation follows that policy; adapted uses must remain educational unless an advertorial licence is agreed; NBE reserves the right to review, reclassify or withdraw permission where use changes.

### 14. Responsibility and Procedures

- Overall accountability rests with the Chair of the Board of Trustees, with operational responsibility delegated to the Publications Director and Associations Administration Team
  - **Chair / Board of Trustees:** Oversight, high-risk decisions, and policy approval
  - **Publications Director:** Policy owner, licensing decisions, QA, and integrity review.
  - **Associations Administration Team:** Request intake, registration (Data Systems Register), licence issuance, monitoring, and recordkeeping.
  - **General:** Trustees, members, editors, authors, reviewers, contractors, suppliers, corporate partners, sponsors, advertisers, conference presenters, collaborators and users of NBE publications, resources and services. comply with this policy and secure permissions before re

### 15. Related Policies

- Advertising & Sponsorship Policy
- Data Protection Compliance Policy
- Privacy Notice; Social Media Policy
- Data Systems Register; Google Drive Folder Register (records of licences/permissions)
- Data Retention & Deletion Procedure; Board of Trustees Handbook
- NBE Name and Logo Usage Policy

### 16. Disclaimer

- Permission to use elements of National Back Exchange's publications, NBE name, and logos etc **does not imply any endorsement** by National Back Exchange.
- National Back Exchange reserves the right to approve or decline all requests to use content, copy, artwork, and revisions before publication or display.
- National Back Exchange acknowledges that nothing in this policy excludes or limits liability where it cannot be lawfully excluded

### 17. Policy Review

- This policy will be reviewed by the Chair, Vice Chair, or designates of the National Back Exchange Board of Trustees every 2 years from the date of publication or earlier depending on legal requirements, best practices, national guidelines, or organisational changes.

## 18. Audit – Monitoring Process

Monitoring process	Requirements
Who	<ul style="list-style-type: none"> <li>● National Back Exchange Board of Trustees</li> <li>● Associations Administration Team</li> </ul>
How	<ul style="list-style-type: none"> <li>● Annual review of licensing requests and infringements; sampling of public platforms; exception reports to Board</li> </ul>
Presented to	<ul style="list-style-type: none"> <li>● Board of Trustees</li> </ul>
Monitored by	<ul style="list-style-type: none"> <li>● Procedural document review group               <ul style="list-style-type: none"> <li>- Sarah Thornton, Chair</li> <li>- Kerry Kemp, Vice Chair</li> <li>- Mary Muir, Publications Director</li> </ul> </li> <li>● National Back Exchange Board of Trustees</li> <li>● Association’s Administration Team</li> </ul>
Completion / Exception report to	<ul style="list-style-type: none"> <li>● Extraordinary circumstances beyond the control of National Back Exchange and / or Association’s Administration Team</li> </ul>

## 19. Appendix 1 - Model Derivative Licensing Clauses

- **Grant of rights:** NBE grants Licensee a non-exclusive, non-transferable license to reproduce and adapt the Licensed Material solely to create the Approved Derivative(s) described in Schedule 1, for the Term, Territory, and Formats specified.
- **Scope & limitations:** No rights are granted other than those expressly set out. All rights not expressly granted are reserved by NBE. Sublicensing is prohibited without NBE's prior written consent.
- **Quality assurance & review:** Licensee shall submit drafts of all derivatives to NBE for editorial/scientific review and approval prior to publication. NBE may require reasonable changes to preserve accuracy and integrity.
- **Attribution:** All derivatives must include the credit: 'Based on © National Back Exchange [Year], used under license' together with author/editor names and source (DOI/URL) where available.
- **Integrity & moral rights:** Licensee shall not subject the Licensed Material to derogatory treatment and will respect authors' moral rights including the right of attribution where asserted.
- **No endorsement & branding:** Use of NBE name or logos is prohibited except as expressly authorised. The license confers no endorsement of Licensee products or services.
- **Data protection & confidentiality:** Where personal data is involved (e.g., case material, recordings), processing must comply with applicable law and NBE policies. Confidential material must not be disclosed.
- **Reporting & copies:** Upon publication, Licensee will provide NBE with copies/links and reasonable usage reports if requested.
- **Fees & payment:** Fees (if any) are payable as per Schedule 2. No rights vest until payment is received in full.
- **Term, territory, termination:** Term, Territory and Formats are set out in Schedule 1. NBE may terminate material breach on written notice if unremedied within 14 days; upon termination, use must cease and derivatives be withdrawn where reasonably practicable.
- **Governing law & jurisdiction:** This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of its courts. NBE Charity Number: 1202540 is registered in England.

## 20. Appendix 2 - Moral Rights (Author/Editor Agreements)

- **Assertion of moral rights:** NBE will record an author's assertion of the right to be identified where requested and include appropriate credit lines in the Work. *Statutory moral rights apply only where asserted in accordance with copyright law.*
- **Attribution:** NBE will identify authors/editors in all publications of the Work in a reasonably prominent manner, subject to space and format constraints.
- **Integrity:** NBE shall not subject the Work to derogatory treatment and will take reasonable care in editing, formatting, and adapting the Work to avoid distortion or mutilation.
- **Adaptations & summaries:** Reasonable editorial changes, formatting, and style edits that do not prejudice the author's honour or reputation are not derogatory treatment. Substantive adaptations require author consultation where practicable.
- **Waiver (optional):** Where operationally necessary (e.g., indexing, formatting, platform constraints), the author may agree to a limited waiver of moral rights for specified purposes only; any waiver must be in writing and narrowly construed.

## 21. Appendix 3 - Cease & Desist / Takedown Letter Template

Use the following template on NBE letterhead or from an authorised NBE email account. Replace bracketed fields.

[Date]

[Recipient name]

[Recipient organisation]

[Postal/email address]

Subject: Unauthorised Use of National Back Exchange Copyright Material — Immediate Action Required

Dear [Name],

We write on behalf of National Back Exchange (NBE). It has come to our attention that you have [reproduced / distributed / adapted / communicated to the public] NBE material without permission: [brief description and URL/location].

NBE owns copyright and related rights in the material. Your activities constitute infringement, including [copying / issuing copies to the public / communication to the public / making an adaptation].

We require the following within 7 days of the date of this letter:

- Cease all infringing activity and remove the material from all platforms you control.
- Provide written confirmation of removal and undertakings not to repeat.
- Provide details of the extent of use (dates, platforms, volumes) and any revenues generated; and (If appropriate) Contact us to regularise use via licence and settlement of fees.

If we do not receive satisfactory confirmation by the deadline, NBE reserves all rights to pursue available remedies including injunctions, damages, delivery-up and costs without further notice.

Please treat this matter as urgent. Direct all correspondence to: [contact name, role, email].

Yours faithfully,

[Name]

[Role]

National Back Exchange