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Intellectual Property Policy (MPF1320)

Intellectual Property Policy (MPF1320)

1. Objective

1.1. The objective of this policy is to set out principles concerning the management and administration of Intellectual Property for the University and to establish mechanisms by which the University is able to identify, protect, manage and commercialise its Intellectual Property.

1.2. The University is committed to maximising the beneficial expression, protection, adoption, and commercialisation of Intellectual Property while being guided by its primary mission of public-spirited research, teaching and engagement.

1.3. The University fosters a culture which supports the creation of new knowledge. Through research, teaching, scholarship and invention, the University's Staff, Students (especially Graduate Research Candidates), Honorary Appointees and Visitors add to the stock of human knowledge and generate Intellectual Property.

2. Scope

2.1. This policy applies to all Staff, Students (including Graduate Research Candidates), Honorary Appointees and Visitors (collectively referred to as Creators where they generate Intellectual Property in that capacity) at the University.

3. Authority

3.1. This policy is made under the *University of Melbourne Act 2009* (Vic), the University of Melbourne Statute and the Vice-Chancellor Regulation.

3.2. This policy supports compliance with the:

- a) Australian Code for the Responsible Conduct of Research 2018;
- b) National Principles of Intellectual Property Management for Publicly Funded Researchers;
- c) *Circuit Layouts Act 1989* (Cth);
- d) *Circuit Layouts Regulations 1990* (Cth);
- e) *Copyright Act 1968* (Cth);
- f) *Copyright Regulations 2017* (Cth);
- g) *Designs Act 2003* (Cth);
- h) *Designs Regulations 2004* (Cth);
- i) *Patents Act 1990* (Cth);
- j) *Patents Regulations 1991* (Cth);
- k) *Plant Breeder's Rights Act 1994* (Cth);
- l) *Plant Breeder's Rights Regulations 1994* (Cth);

- m) *Trade Marks Act 1995* (Cth);
- n) *Trade Marks Regulations 1995* (Cth);
- o) *Aboriginal Heritage Act 2016* (Vic); and
- p) The Declaration on the Rights of Indigenous Peoples.

3.3. This policy aligns and supports compliance with the Aboriginal and Torres Strait Islander Cultural Heritage Policy (MPF1289), Branding Policy (MPF1193), the Research Data Management Policy (MPF1242) and the Privacy Policy (MPF1104) and the Managing Conflicts of Interest Policy (MPF1366).

4. Policy

4.1. Nothing in this policy prevents Staff, Students, Honorary Appointees or Visitors from seeking independent legal advice with respect to Intellectual Property matters.

Ownership of Intellectual Property: Staff

4.2. All University Staff have a duty to invent and create in the course of their teaching, research, scholarship and translation endeavours at the University, to support the University in its commitment to benefit society through the transformative impact of education and research.

4.3. The University owns Intellectual Property created by Staff in the course of, or incidental to, employment with the University, except copyright in Scholarly Works. This is stipulated in section 13(1) of the Statute .

Ownership of Intellectual Property: Honorary Appointees and Visitors

4.4. The University owns Intellectual Property created by any Honorary Appointee or Visitor:

- a) whilst engaged in an activity which is the subject of a Contracted Agreement; or
- b) if that Intellectual Property constitutes Teaching Material,

except copyright in Scholarly Works. This is stipulated in section [13\(2\) of the Statute](#).

4.5. Prior to generating Intellectual Property with Honorary Appointees or Visitors, University Staff must ensure that there is a clear written agreement concerning the ownership and use rights of Intellectual Property that may be created, with the exception of copyright in Scholarly Works.

Ownership of Intellectual Property: Students

4.6. The University owns Intellectual Property created by any Student:

- a) whilst engaged in an activity which is the subject of a Contracted Agreement; or
- b) if that Intellectual Property constitutes Teaching Material,

except copyright in Scholarly Works. This is stipulated in section 13(2) of the Statute .

4.7. In addition, unless an exemption applies as set out in clauses 4.8 and 4.9, the University requires Graduate Research Candidates to assign Intellectual Property they create in the course of, or incidental to their enrolment at the University where they will be engaged in a Collaborative Research Activity, except copyright in Scholarly Works. Collaborative Research Activity means research related activity that:

- a) is undertaken by more than one person; or
- b) is based on a concept or proposal developed by more than one person; or
- c) is based on or requires access to or use of University Background Intellectual Property.

Supervisory advice and guidance alone does not meet the definition of Collaborative Research Activity unless any of the criteria set out in 4.7(a) – (c) are satisfied.

4.8. A Graduate Research Candidate will be required, as a condition of participation in an activity:

- a) that is a Collaborative Research Activity; or
- b) that is the subject of a Contracted Agreement,

to assign or confirm assignment of Intellectual Property to the University via a deed of assignment. This requirement does not apply in respect of participation in an activity as part of a course for which the Graduate Research Candidate received an offer prior to 1 October 2023.

The assignment of IP to the University provides Graduate Research Candidates with the same opportunities, rights and responsibilities as University Staff in relation to the commercialisation and protection of Intellectual Property, including the right to share in Net Proceeds as outlined in clause 4.49.

4.9. A Graduate Research Candidate will not be required to assign Intellectual Property to the University under clause 4.8(a) where:

- a) the research is undertaken at a host organisation, such as a medical research institute and the Graduate Research Candidate assigns Intellectual Property directly to that host organisation;
- b) the IP consists of copyright in Scholarly Works;
- c) the research explicitly concerns Indigenous Cultural and Intellectual Property sourced from Indigenous community mentors and partners; or
- d) an exception is granted by the Pro-Vice-Chancellor Graduate and International Research (or delegate).

4.10. Where a Graduate Research Candidate is required to complete a deed of assignment under clause 4.8, it is a Graduate Research Candidate's supervisor's duty to:

- a) explain to the Graduate Research Candidate that participation in the relevant activity is conditional on completion of the deed of assignment of Intellectual Property to the University. This should occur prior to commencement of a Graduate Research Candidate's course;
- b) advise the Graduate Research Candidate of their right to obtain independent legal advice; and
- c) ensure the Graduate Research Candidate does not commence the relevant activity prior to completing the relevant deed of assignment.

4.11. If a Graduate Research Candidate wishes to vary the terms of an offer of admission, including a change in research project that involves a Collaborative Research Activity or that is the subject of a Contracted Agreement, supervisory arrangements or study rate, the request:

- a) must be made to the dean; and
- b) will be considered in good faith, but there is no guarantee that the request can be accommodated.

This is consistent with clause 5.14 of the Selection and Admissions Policy ([MPF1295](#)).

4.12. Students are entitled and encouraged to seek their own independent legal advice regarding the assignment of Intellectual Property. Students may consult with the University's Knowledge and Technology Transfer Team or their Associate Dean (Graduate Research) if there is a disagreement with a supervisor on whether an IP assignment is required.

4.13. Students own the Copyright in their theses and other Scholarly Works unless there is a Contracted Agreement to the contrary. The University will take all reasonable steps to ensure that Students are not impeded in submitting a thesis for examination.

4.14. Where the University owns the Intellectual Property created by a Student and where the University receives Commercialisation Revenue in respect of such Intellectual Property, the Student who created the Intellectual Property is entitled to share in the Net Proceeds in the proportion specified at clause 4.49.

Ownership of Intellectual Property: Dual Roles

4.15. Where a Creator is a member of Staff, Visitor or Honorary Appointee and also a Student and that Creator generates Intellectual Property:

- a) in their capacity as a Staff member, clauses 4.2.-4.3. regarding ownership apply;

- b) in their capacity as an Honorary Appointee or Visitor, clauses 4.4.-4.5. apply; and
- c) in their capacity as a Student, clauses 4.6.-4.14. regarding ownership apply.

Ownership of IP involving Third Parties

4.16. Prior to generating Intellectual Property with a third party, Creators must ensure that there is a clear written agreement with the part(y/ies) concerning the ownership and use rights of new Intellectual Property that may be created. Ownership of Intellectual Property in activities or projects involving Third Parties will be determined by, and must be documented in, a third-party agreement.

Scholarly Works

4.17. The University is deemed to have been granted by the Creator(s) of Scholarly Works a non-exclusive, royalty-free, worldwide and irrevocable license to use the copyright in the Scholarly Works for educational, research and teaching purposes.

This is stipulated in [section 13\(5\) of the Statute](#) .

4.18. The University encourages all Staff, Students, Visitors and Honorary Appointees to make their Scholarly Works publicly available via the University's Institutional Repository.

4.19. Student theses must be made openly available to the public through the University's Institutional Digital Repository, unless otherwise agreed with the University (for example where an embargo has been approved by the University). The University is deemed to have been granted by the Student a non-exclusive, royalty free, world-wide and irrevocable licence to use and reproduce the Student theses for non-commercial educational, teaching and research purposes, including making the thesis available to the public through the University's Institutional Repository.

Students must retain all necessary rights to enable the University to publish and share the thesis and not grant exclusive copyright licence to a thesis to any other person or organisation .

Brands, trademarks, domain names and business names

4.20. Unless otherwise agreed in writing or required by law, all applications for registration or protection of a brand, trademark, domain name or business name to be used in the promotion, naming or commercialisation of Intellectual Property owned by the University, will be made in the name of the University.

Indigenous Cultural and Intellectual Property

The University recognises and respects Indigenous Cultural and Intellectual Property.

4.21. When conducting and conceiving of research with respect to Indigenous Cultural and Intellectual Property and Indigenous Knowledge Holders, Staff, Honorary Appointees, Visitors and Students are expected to have reference to the Charter for Research with Indigenous Knowledge Holders .

4.22. Before undertaking any commercial development resulting from use of aspects of Indigenous Cultural and Intellectual Property the Managing Director, Research, Innovation and Commercialisation (or delegate), in consultation with the Associate Provost (or delegate) and Deputy Vice-Chancellor Indigenous (or delegate) must:

- a) negotiate benefit sharing arrangements with the provider(s) of such material which the provider(s) consider to be appropriate and valuable; and
- b) ensure that such arrangements are documented and recorded .

Moral Rights

4.23. The University recognises and respects the Moral Rights of Creators and performers in accordance with the Copyright Act 1968 (Cth). These include the right of fair attribution, and the need for the work not to be altered or used in a way that would harm the reputation of the originator.

IP Disclosure

4.24. Staff, Students, Honorary Appointees and Visitors have a duty to disclose Intellectual Property they create to the University where:

- a) the University has an obligation to disclose the Intellectual Property to a third party under a Contracted Agreement or any other third party agreement;
- b) ownership or use of such Intellectual Property is governed by a Contracted Agreement; or
- c) the Intellectual Property is an invention, discovery or technology that may be capable of protection or have the potential for commercial application.

4.25. The disclosure of Intellectual Property must:

- a) include all information necessary to fully describe the nature and operation of the Intellectual Property;
- b) occur every time there is a material new development concerning the Intellectual Property which impacts the initial disclosure; and
- c) occur at the Earliest Appropriate Stage, and in all cases before any inventions, discoveries or technology are shared with any external party or published or otherwise made publicly available.

4.26. Staff, Students, Honorary Appointees and Visitors must maintain adequate records concerning the Intellectual Property they create to enable the University to assess, protect, use and commercialise the Intellectual Property.

4.27. Upon receiving a disclosure of Intellectual Property, the University may seek further information or clarification, including details of inventive or creative contribution made by any individual or organisation outside the University.

Assessment

4.28. The University will advise Creator(s) whether the University intends to proceed with registered protection and/or commercialisation of the Intellectual Property disclosed under clause 4.25 within a reasonable time-period.

4.29. Where the University elects to proceed with registered protection and/or commercialisation of Intellectual Property, the University will ordinarily:

- a) require Creator(s) to assign (or confirm assignment of) the Intellectual Property to the University in writing as a condition of the University proceeding with the protection and commercialisation of the Intellectual Property; and
- b) lead, and bear the costs of the protection and/or commercialisation of the Intellectual Property or arrange for a third party to do so for as long as the University supports the commercialisation on the Intellectual Property.

4.30. Unless otherwise agreed in writing, all applications for registered protection of University owned Intellectual Property will be made in the name of the University.

4.31. Nothing in clause 4.29 compels an owner of Intellectual Property to assign ownership of Intellectual Property to the University, where the University otherwise has no claim to ownership of such Intellectual Property by operation of law (including under the Statute). However, the University will not ordinarily proceed with or fund the protection or commercialisation of Intellectual Property where it does not hold relevant ownership rights.

4.32. The University may revise a previous decision to proceed with the protection and/or commercialisation of Intellectual Property. In all cases, the University will advise Creator(s) of decisions regarding the protection and/or commercialisation of Intellectual Property.

4.33. Where the University decides not to proceed with protection and/or commercialisation of Intellectual Property, Creator(s) may apply:

- a) to lead the protection and/or commercialisation of the Intellectual Property at the Creator(s)' own cost and expense; and/or
- b) for the Intellectual Property to be licensed or assigned to the Creator(s) or a designated third party.

Such licence or assignment, if granted by the University, may be conditional on such terms as it sees fit, including without limitation, recuperation of its costs, a share of the proceeds from commercialisation, and rights to a perpetual royalty-free licence for research and teaching purposes .

4.34. The University has sole discretion when considering whether to grant an application under clause 4.33 and may take into account whether to do so would breach any contractual or other obligations of the University.

4.35. If a Creator wishes for the University to develop or commercialise Intellectual Property which the University does not own and in which the Creator has a material interest, the Creator must submit a disclosure and proposal to the University which provides details of the Intellectual Property.

4.36. If the University determines to proceed with a proposal made under 4.35, the Creator must enter into an agreement with the University regarding ownership of the Intellectual Property which may include full or partial assignment of the Intellectual Property to the University, or which specifies the terms on which the development is to be undertaken and appropriately manages any conflicts of interest.

4.37. Except as provided in clauses 4.35-4.36, the University will not protect, commercialise or manage the commercialisation activity of Intellectual Property of which it has no ownership.

Use

4.38. The University may, within its rights, assess, protect, commercialise, acquire, assign, license, defend or enforce its rights concerning Intellectual Property.

4.39. Staff, Students, Honorary Appointees and Visitors have a duty to comply with all reasonable requests by the University concerning the development, disclosure, assessment, protection, commercialisation, publication, use, enforcement and defence of any Intellectual Property in which the University has an interest.

4.40. Staff, Students, Honorary Appointees and Visitors must act in the best interests of the University and not allow other interests to interfere, or be seen to interfere, with their obligation to act in the best interests of the University when making decisions or recommendations regarding the development, disclosure, assessment, protection, commercialisation, publication, use, enforcement and defence of Intellectual Property in which the University has an interest.

4.41. The University may require Creators to confirm the assignment of relevant Intellectual Property interests to the University under the Statute in writing. This is stipulated in section 13(7) of the Statute .

4.42. Staff, Students, Honorary Appointees and Visitors must:

- a) comply with the University's confidentiality obligations to any third party concerning Intellectual Property;
- b) comply with the University's publication obligations to any third party, when publishing content related to the Intellectual Property;
- c) if engaged in an activity that is the subject of a Contracted Agreement, not cause the University to be in breach of the terms of that agreement;
- d) respect the Intellectual Property rights of the University and third parties; and
- e) not enter into agreements that restrict or purport to restrict the University's ability to utilise its Intellectual Property, without written authorisation from the University.

4.43. As part of the conduct of their research and teaching activity, Students, Honorary Appointees or Visitors may require access to unprotected Intellectual Property held by the University. In such cases, the University may require Students, Honorary Appointees and Visitors to:

- a) sign a confidentiality agreement or deed in relation to the unprotected Intellectual Property; and/or
- b) assign ownership of improvements based on the unprotected Intellectual Property to the University;

as a condition for accessing the University's unprotected Intellectual Property.

4.44. The Vice-Chancellor may sign, execute, or action any document on behalf of a Creator, if the Creator has not signed, executed or actioned a document as required concerning Intellectual Property in which the University has an interest. This is stipulated in section 13(8) of the Statute .

4.45. Supervisors must ensure all Staff, Students, Visitors and Honorary Appointees involved in the use or development of Intellectual Property are informed of the confidentiality requirements, protections, publication obligations, Contracted Agreements, third party rights and restrictions on use or communication that apply to that Intellectual Property.

4.46. Staff, Students, Visitors and Honorary Appointees involved in the development of Intellectual Property must enquire with their Supervisors about the confidentiality requirements, protections, publication obligations, third party rights and restrictions that are attached to that Intellectual Property.

4.47. Staff, Students, Visitors and Honorary Appointees involved in activity which is sponsored by or undertaken at or on behalf of an affiliated or third-party institution may be impacted by the Intellectual Property policies of the affiliate or third-party institution. In these circumstances, Staff, Students, Visitors and Honorary Appointees must familiarise themselves with the Intellectual Property policies of the affiliate or third-party institution. Such circumstances include but are not limited to:

- a) joint research and research training programs at affiliate institutions such as medical research institutes or partner universities;
- b) sabbatical at a host institution;
- c) joint appointments; and
- d) External Work arrangements.

Staff, Students, Visitors and Honorary Appointees should discuss the implications and any questions they may have with regard to their obligations under affiliate or third-party institution policies with the affiliate or host institution, their Supervisor, and/or a member of the University's Knowledge and Technology Transfer Team.

Apportionment of the Net Proceeds of Commercialisation Revenue

4.48. Where the University receives Commercialisation Revenue in respect of its Intellectual Property, Creators of such Intellectual Property are entitled to share in the Net Proceeds (if any) in the proportion specified at clause 4.49 provided that they have assigned, or confirmed assignment of, their rights to such Intellectual Property to the University.

4.49. The University will apportion the Net Proceeds according to the following distribution:

Party		Share of Net Proceeds
Creator(s)		40%
University of Melbourne	Creators' Faculty	40%
	Central University division	20%

4.50. Where there is more than one Creator, all Creators must enter into an Agreement or Deed which specifies the proportions in which the Net Proceeds distributable to Creators are to be distributed among them. Such an agreement should be entered into as soon as possible after a decision is made to commercialise the Intellectual Property. The University will not ordinarily distribute any proceeds to Creators in the absence of such an agreement. Disputes regarding distribution will be dealt with according to clauses 5.5-5.7.

4.51. Where the commercial return on development of Intellectual Property is not in cash, the non-cash asset will be held in the name of the University or a Controlled Entity until it is sold or converted into cash, at which time the proceeds will be distributed consistently with subclause 4.49.

4.52. Persons who are not Creators but who nevertheless make contributions to the creation or exploitation of Intellectual Property, such as through the reduction of an invention to practice, are

termed Contributors and are not entitled to a share in the Net Proceeds of commercialisation for Intellectual Property. Should all co-Creators agree, a portion of the Creators' share of Net Proceeds of commercialisation may be directed to one or more contributors. This is at the discretion of Creators and is not an entitlement to share in the Net Proceeds of commercialisation.

5. Procedural principles

Authority, administration and assurance

5.1. The Deputy Vice-Chancellor Research is responsible for setting the policy for Intellectual Property management and administration for the University, as well as any amendments to the policy. The Deputy Vice-Chancellor will consult with the Provost on policy matters relating to Intellectual Property in Teaching Materials.

5.2. The Pro-Vice-Chancellor (Graduate and International Research) is responsible for approving guidelines that support this policy, as well as any amendments to those guidelines.

5.3. The Managing Director, Research, Innovation and Commercialisation is responsible for setting and implementing processes for managing and administering Intellectual Property in support of this Policy, including:

- a) its ownership, protection, enforcement, defence, licensing, assignment and use;
- b) its disclosure, development, security and commercial exploitation;
- c) the apportionment of proceeds of commercialisation; and
- d) the obligations and rights of Creators and other relevant persons or bodies.

The Managing Director Research, Innovation and Commercialisation may delegate such of these responsibilities as they see fit to the Director of Commercialisation.

5.4. Notwithstanding clause 5.3, the Managing Director, Research, Innovation and Commercialisation is not responsible for the management and administration of Intellectual Property in regard to branding, brand marks and logos. Branding, trademarks and logos must be dealt with in accordance with the University's Branding Policy (MPF1193).

Dispute Resolution

5.5. The Managing Director, Research, Innovation and Commercialisation has responsibility for mediating any internal dispute concerning the operation of this Policy or the management and administration of Intellectual Property at the University.

5.6. Where a dispute cannot be resolved as per clause 5.5, the matter will be referred to the Pro Vice-Chancellor (Graduate and International Research) for arbitration. Any determination of apportionment under clause 4.50, will be at the discretion of the Pro Vice-Chancellor (Graduate and International Research), having regard to each Creator's contribution to the creation of the relevant Intellectual Property.

5.7. Where a student is not satisfied with the dispute resolution process, they may raise a complaint in accordance with the Student Complaints and Grievances Policy (MPF1066).

6. Roles and responsibilities

<i>Role/Decision/Action</i>	<i>Responsibility</i>
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<p>Maintain adequate records concerning the creation, ownership and use rights of Intellectual Property.</p> <p>Disclose the creation of Intellectual Property to the University.</p> <p>Comply with all reasonable requests made by the University concerning Intellectual Property.</p> <p>Comply with the terms of Contracted Agreements and any other third-party agreements.</p> <p>Comply with the Intellectual Property rights of the University or any third party.</p> <p>Refrain from entering into agreements that restrict the University's ability to use its Intellectual Property, without appropriate University authorisation.</p>	<p>Creators (Staff, Students, Honorary Appointees and Visitors)</p>
<p>Sign, execute or action a document on behalf of a Creator.</p>	<p>Vice-Chancellor</p>
<p>Approves this policy and any amendments on behalf of the University.</p>	<p>Deputy Vice-Chancellor (Research)</p>
<p>Provide adjudication on a dispute, in accordance with this policy.</p> <p>Approve guidelines that support this policy.</p>	<p>Pro Vice-Chancellor (Graduate and International Research)</p>
<p>Approve and implement processes and training for Intellectual Property in support of this Policy.</p> <p>Mediate on an internal dispute, in accordance with this Policy.</p>	<p>Managing Director, Research, Innovation and Commercialisation</p>
<p>Has responsibility for:</p> <ul style="list-style-type: none"> the overall management of Aboriginal and Torres Strait Islander cultural heritage; ensuring compliance with legislative instruments specified in the Aboriginal and Torres Strait Islander Cultural Heritage Policy (MPF1 289) and with other legislative instruments that may apply; and approving the initiation or undertaking of any controlled activity. 	<p>Associate Provost and Deputy Vice-Chancellor (Indigenous)</p>
<p>Has responsibility for providing advice and assistance on management and protection of the University's Intellectual Property in relation to brand, brand marks and logos.</p>	<p>Executive Director, Marketing and Communications & Brand Panel</p>

7. Definitions

Adequate Records means detailed records on Intellectual Property to enable the University to identify, assess, protect and commercialise the Intellectual Property. This includes, but is not limited to:

- identifying who has created Intellectual Property;
- identifying the date of the creation of Intellectual Property;
- fully describing the nature and operation of the Intellectual Property;
- fully identifying all parties who may have an interest in the Intellectual Property;
- fully identifying any known rights or other interests in the Intellectual Property;
- fully identifying who has gained access to the Intellectual Property; and
- ensuring information can be provided to the University in a retrievable format.

University Background Intellectual Property means pre-existing or independently developed Intellectual Property that is owned or controlled by the University.

Contracted Agreement is defined as having the same meaning as ‘**Specified Agreement**’ and means an agreement or deed between the University and any party that relates to the ownership or use of Intellectual Property that may arise out of an activity, including research, which is identified in the agreement or deed.

Commercialisation Revenue means cash proceeds received by the University or a Controlled Entity as the direct result of the sale, transfer, assignment or licensing of the University’s Intellectual Property, whether as royalties, license fees, milestone payments, dividends, lump sums or arising from the disposal of shares that were acquired in exchange for Intellectual Property rights. It does not include:

- research and development or consulting funds derived by the University;
- returns from a direct investment or an in-kind contribution by the University or a Controlled Entity which is not in consideration for the transfer of the right to or ownership of the relevant Intellectual Property to the commercialising company; or
- any income derived from the delivery of the University’s courses or other educational curriculum or content delivered independently by or collaboratively with any third party in Australia or internationally.

Creators means any member of Staff, Students, Honorary Appointees or Visitors who create any Intellectual Property whether or not in conjunction with other persons. The term Creators includes those entitled to be named as inventors for the purpose of patent applications and authors for the purpose of copyright law.

Creator’s Faculty means the Creator’s Faculty at the time of the creation of the Intellectual Property. Creator’s Faculty does not refer to the academic unit below the level of Faculty. Where there is more than one Creator, Faculties receive their share of the Net Proceeds on a pro-rata basis in line with the distribution to Creators.

Collaborative Research Activity has the meaning defined at Clause 4.7.

Contributors means persons who are not Creators, or may not be entitled to be named as Creators in any application for Intellectual Property protection, but who nevertheless contributed to the creation or exploitation of Intellectual Property, such as through the development of the Intellectual Property for exploitation or practical implementation.

Controlled Entity means a University company, University subsidiary company or other entity where the University has effective control.

Earliest Appropriate Stage means that disclosure of Intellectual Property is done as soon as possible and prior to making the Intellectual Property publicly available to allow, and not undermine, the University’s ability to assess the prospects of protecting and commercialising the Intellectual Property.

External Work means work undertaken not for the University or as part of the normal duties of the employee's role and includes employment or any other form of paid work external to the University, including proprietorship, directorships, independent contracting, or consultancy. External work does not include work contracted through the University or undertaken in an employee's capacity as an employee of the University. Work contracted through the University can include teaching, consulting, research, development activities, MSPACE activities or other services provided by the University to other organisations or individuals.

Graduate Research Candidate means a student enrolled at the University of Melbourne as a graduate research candidate or in a graduate research course.

Honorary Appointee means any person, other than a member of the academic Staff, who holds an honorary or other academic appointment at the University irrespective of the date of commencement of that appointment, and who has access to University facilities for teaching, research or any other scholarly activity.

Indigenous Cultural and Intellectual Property means the rights of indigenous peoples, including but not limited to Aboriginal and Torres Strait Islander Peoples, to their heritage. This heritage includes tangible cultural property (e.g. sacred sites, burial grounds), intangible cultural property (e.g. languages, stories passed on orally), and documentation of indigenous peoples' heritage in all forms of media (e.g. reports, films, sound recordings).

Institutional Repository means the University of Melbourne's online repository that is publicly accessible in which the metadata of publications/data and the publications/data themselves can be stored, managed and preserved for the long term.

Intellectual Property means an intangible creation of the human intellect. It primarily encompasses copyright, patents, confidential information and trademarks. It includes, but is not limited to the following Intellectual Property subject matters:

- literary, artistic, musical and dramatic works in which copyright subsists;
- the content of field and laboratory notebooks;
- cinematographic and multimedia works in which copyright subsists;
- performances of performing artists, sound recordings and broadcasts;
- patentable and non-patentable inventions;
- registered and unregistered designs, plant varieties and topographies;
- circuit layouts;
- registered and unregistered trade marks, service marks and commercial names and designations;
- databases, computer software and related material not otherwise coming within any of the other items defined above as "Intellectual Property";
- scientific discoveries; and
- know-how and other proprietary information associated with any of the other items defined above as "Intellectual Property".

Intellectual Property also includes all research data and datasets.

Moral Rights are a sub-category of rights under section 189 of the *Copyright Act 1968* (Cth) which protect the Creators of original copyright works including literary, dramatic, musical or artistic works and cinematograph films. Moral Rights include:

- an author's right to be identified as the author of a work (known as the right of attribution of authors hip);
- an author's right to take action against false attribution (known as the right not to have authorship falsely attributed); and

- an author's right not to have their work treated in a derogatory way (known as the right of integrity of authorship).

Net Proceeds represents the difference between Commercialisation Revenue received and all costs and expenses incurred by, or on behalf of, the University in deriving such Commercialisation Revenue, including the cost and expenses of developing, protecting and commercialising the relevant Intellectual Property. Such costs include but are not limited to registration costs; legal fees; patent attorney fees; formal proof-of-concept funding; insurance; taxes; financial and technical advice; and bank fees. Direct investment in companies commercialising University of Melbourne Intellectual Property is not considered a cost of commercialising IP for the purposes of calculating the **Net Proceeds**.

Standard research support and funding by itself will not ordinarily be regarded as a cost or expense of commercialisation for the purposes of calculating **Net Proceeds**.

The University recognises that the Creator's share of Net Proceeds are proprietary rights held by the Creator and that in the event of the Creator's death will vest in their estate.

Scholarly Works means any article, book, musical composition, creative writing or like publication or any digital or electronic version of these works that contains material based on the creator's scholarship, learning or research. It does not include work that is Teaching Material or any other work required to be disclosed under [section 13\(6\)\(b\) of the University of Melbourne Statute](#). This is the meaning as defined under the University of Melbourne Statute. The University considers films, artistic, dramatic, cinematographic and multimedia works in which copyright exists as well as performances of performing artists, sound recordings, broadcasts and theses to be 'like publications' for the purposes of this definition.

Specified Agreement is defined as having the same meaning as '**Contracted Agreement**' and means an agreement or deed between the University and any party that relates to the ownership or use of Intellectual Property that may arise out of an activity, including research, which is identified in the agreement or deed.

Staff means any person employed by the University.

Statute means the [University of Melbourne Statute](#).

Student means any person enrolled in accordance with the relevant policies and procedures at the University (including any person enrolled in research higher degrees, collectively referred to as graduate research candidates).

Teaching Materials means all versions, digital or otherwise, of information, documents and materials created or used for the purpose of teaching and education by the University, including the permitted adaptation or incorporation of the scholarship, learning or research of the relevant member of academic Staff, Honorary Appointee, Visiting Personnel or Student for that purpose. Teaching Materials exclude Scholarly Works. Teaching Materials include, but are not limited to:

- lecture notes that are made available to Students;
- computer-generated presentations;
- course guides;
- overhead projector notes;
- examination scripts
- examination marking guides;
- course databases;
- websites; and
- multimedia-based courseware.

University means The University of Melbourne.

Visitor means a person appointed as a member of the University community (other than a member of Staff, a Student or an Honorary Appointee) who contributes to the teaching and research or general

enhancement of the University through voluntary activities, although this person is not required to perform any specific work for the University.

POLICY APPROVER

Deputy Vice-Chancellor (Research)

POLICY STEWARD

Pro Vice-Chancellor (Graduate and International Research)

REVIEW

This policy is due to be reviewed by 12 July 2026.

VERSION HISTORY

Version	Approved By	Approval Date	Effective Date	Sections Modified
1	Vice-Chancellor	21 July 2016	21 July 2016	New policy arising from the Regulatory Framework Review and Policy Consolidation Project.
2	Executive Director, Research, Innovation and Commercialisation	2 December 2016	2 December 2016	Editorial change to section 2.2 to reflect newly published Appropriate Workplace Behaviour Policy (MPF1328).
3				No change made - Version 2 archived in error.
4	Executive Director, Research, Innovation and Commercialisation	19 June 2017	19 June 2017	Editorial change, amending reference to process.
5	Executive Director Research, Innovation and Commercialisation	19 June 2017	22 November 2018	Amended link for the University of Melbourne Statute and the Vice-Chancellor Regulation at 3.

6	Vice-Chancellor	7 March 2019	19 August 2019	Changed Policy Approver to Deputy Vice-Chancellor (Research) (previously Vice-Chancellor).
7	Deputy Vice-Chancellor (Research)	25 September 2020	12 October 2020	Amendments to all clauses following a major review of the policy.
8	Deputy Vice-Chancellor (Research)	25 September 2020	12 October 2020	Version 8 created to rectify Policy Library attribute error - no amendment to policy content.
9	Deputy Vice-Chancellor (Research)	12 July 2023	11 August 2023	Amendments to range of clauses as part of regular review and following University-wide consultation. Policy Steward changed from Pro Vice-Chancellor (Research Collaboration and Partnerships) to Pro Vice-Chancellor (Graduate and International Research)

10	Policy Officer	11 August 2023	11 August 2023	Amended metadata to reflect Policy Steward change from Pro Vice-Chancellor (Research Collaboration and Partnerships) to Pro Vice-Chancellor (Graduate and International Research)
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