

# Intellectual Property Rights and Responsibilities: Information for Prospective Graduate Researchers



## General

Statute 14.1 - Intellectual Property and the Intellectual Property Principles provide details of the University's policy on the ownership and commercialisation of intellectual property (IP). Their underlying purpose is to foster a culture that supports knowledge creation, knowledge transfer and entrepreneurial endeavour at the University of Melbourne.

As a matter of general principle, the University asserts ownership of IP, other than 'scholarly works' (e.g. articles, books, musical compositions etc), created by its staff.

In relation to students, honorary appointees and visitors, the University asserts ownership of IP which is 'teaching material' (created or used for the primary purpose of teaching and education at the University) or the subject of 'specified agreements' (including third-party agreements with external organisations such as granting bodies or public and private sector organisations funding contract research and development at the University).

The University makes no claim on the IP created by its students that is not the subject of a specified agreement such as described above. However, students, honorary appointees and visitors working on team-based projects, on collaborative projects and/or on on-going programs in large research centres need to be cognisant of the IP rights and responsibilities of all those involved. In such cases, the rights associated with joint contribution need to be respected, and staff and students should ensure that IP matters are discussed, defined, agreed and documented prior to the student's participation in the project.

All staff, students, honorary appointees and visitors at the University have a responsibility to identify, protect, manage and, where appropriate, be involved in the commercialisation of IP. In particular, all have a specific duty to disclose inventions with potential commercial value or where required by a specified agreement.

## Students involved in a project that is subject to a specified agreement

Some research students have the opportunity to become involved in projects that are funded or supported by outside parties, e.g. research contracts, grants, studentships or Cooperative Research Centre (CRC) projects. If you will be working on such a project, governed by a specified agreement between the University and an outside party, regardless of whether you will be receiving a full stipend, part stipend or no stipend funded by that outside party, your principal supervisor must

- advise you about the terms of the agreement,
- discuss the opportunities and benefits,
- discuss how IP and any rights to commercialisation will be managed, and
- outline your responsibilities under the agreement and under University Policy.

It is a pre-condition of anyone at the University taking part in activities under a specified agreement that the Project IP – the IP created in the course of the project – is owned not by individuals but by the University. This enables the University to meet its legal obligations under these agreements, ensures certainty of IP ownership, helps to ensure all the creators of IP are treated equitably and assists with any commercialisation of the IP.

Ownership of the Project IP by the University does not affect your ability to complete the requirements of the course of study for which you are enrolled. Nor does it affect ownership of copyright in your thesis or your rights in relation to 'scholarly works'. Your contribution to the Project IP needs to be recognised and acknowledged. Subject to certain criteria, this recognition may take the form of authorship of an article or conference paper, or being named as an inventor on a patent application. In the event that the Project IP is commercially exploited and generates revenue for the University, you will be treated in the same way as staff in terms of the proportional distribution of revenue to inventors (normally 40% of net royalty revenue is shared amongst all University inventors).

If you are in any doubt about whether your project is affected by a specified agreement (e.g. whether the project is being funded or part-funded under an external grant or contract), please discuss this in the first instance with your principal supervisor.

### **Students based at an 'approved outside institution'**

Some research higher degree students may be based at what the University terms an 'approved outside institution' (e.g. a designated medical research institute, the CSIRO, Museum of Victoria, etc). Those students will be asked to sign the host institution's agreement covering IP and other rights and responsibilities and will be bound by the policies of the host institution.

### **For further information**

For further information, please visit the University's IP web site - <http://www.research.unimelb.edu.au/ip>

### **Authorised by**

Executive Director, Melbourne Research and General Manager, Melbourne School of Graduate Research  
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