


# INTELLECTUAL PROPERTY POLICY

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<b>Superseded Documents</b>	Intellectual Property Policy amended 21 June 2004 (CL04/81),		
<b>Review</b>	1 July 2007		
<b>File Number</b>	961781		
<b>Associated Documents</b>	Academic Paid Outside Work Policy Research Code of Conduct UNSW Delegations of Authority Conflict of Interest Policy Staff Complaint Policy Student Complaint Policy		
<b>Version</b>	<b>Authorisation</b>	<b>Approval Date</b>	<b>Effective Date</b>
1.3	Approved by UNSW Council CL05/163		

This policy is consistent with the [National Principles of Intellectual Property Management for Publicly Funded Research](#)

### **3. OWNERSHIP OF INTELLECTUAL PROPERTY**

#### **3.1 Ownership by the University of Intellectual Property**

(or team) subject to agreement including a non-exclusive licence to the University for educational purposes.

#### **3.4 Ownership of Course Materials created with the use of Exceptional University Resources**

Where Course Materials are or may be created in whole or in part with the use of Exceptional University Resources, a written agreement should be developed between the staff member and the University as soon as practicable which specifies ownership of the Intellectual Property in the Course Materials and rights to revenue in the event of any commercialisation of the Course Materials and any Intellectual Property generated from the production of the Course Materials.

In the absence of a written agreement, the University will own the Course Materials, but the staff member(s) who provided content for the Course Materials will be entitled to at least 33% of the net benefits of any commercialisation of the Course Materials by the University. Where more than one staff member provided content for the Course Materials, the benefits should be shared in proportions as may be agreed by them or in the absence of a formal agreement, benefits will be equally shared.

#### **3.5 Ownership of artistic, musical, dramatic or creative works**

The University does not assert any right or claim to ownership of the Intellectual Property in artistic, musical, dramatic or other creative works created or composed by its staff or students, except where these works have been Specifically Commissioned by the University, or are created in whole or in part with the use of exceptional University resources.

#### **3.6 Assignments of Intellectual Property**

The University and staff members will execute, in a timely manner, all assignments of Intellectual Property necessary to give effect to the ownership provisions set out above and to allow for the use and commercialisation of the Intellectual Property by the University in accordance with this Policy.

#### **3.7 Effect of this Policy on existing arrangements**

Despite any contrary provision in this Policy, all contracts and arrangements existing at the time of the adoption of this Policy between the University and governments, corporations or other external organisations, which relate to Intellectual Property and in which the University has an interest, will remain in full force and effect, including those where the ownership of developed Intellectual Property is vested in a third party.

#### **3.8 Assignment of ownership by the University**

The University reserves its right to transfer the ownership of its Intellectual Property to third parties in accordance with this Policy, or otherwise, where practicable, following consultations with the creator(s) of the Intellectual Property.

#### **3.9 Dealings by staff members or students**

Except where expressly permitted under this Policy, no staff member or student may apply for in their own name, assign, license or otherwise deal with Intellectual Property which is the property of the University without the written consent of the University.

## 4. STUDENTS

### 4.1 Conditions to apply to Students

Where students are involved in activities that could lead to the development of Intellectual Property over which the University or a third party may claim ownership, the following conditions will apply:

- (a) participation in the research will not interfere with the assessment of the student's academic performance;
- (b) the student's rights in Intellectual Property in any thesis or publications arising from the research will be protected;

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## **5. EXPLOITATION OF INTELLECTUAL PROPERTY OWNED BY THE UNIVERSITY**

### **5.1**

Intellectual Property will be treated equivalently to staff members in  
of benefits flowing from the commercialisation of Intellectual

If a staff member or student has created the Intellectual Property, the  
benefits should be shared in proportions as may be agreed by them. In the absence  
of an agreement, benefits will be equally shared between the inventors.

The terms associated with benefits flowing to creators of Intellectual Property are  
to be agreed by the individuals involved. For the avoidance of doubt, benefits may take  
the form of a salary, a bonus, a right to convert to equity or shares, a right to convert to equity or shares or other non-  
dependent upon the commercialisation path.

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