

Intellectual Property Procedure

Section 1 - Context

(1) This procedure describes how intellectual property is managed at RMIT.

Section 2 - Authority

(2) Authority for this document is established by the [Intellectual Property Policy](#).

Section 3 - Scope

(3) This procedure applies to all RMIT staff, students and affiliates who are creators of intellectual property that is owned by RMIT in accordance with the provisions of the [Intellectual Property Policy](#).

(4) This procedure applies to Indigenous Cultural and Intellectual Property (ICIP) creation, practices, innovations, and cultural expressions.

Section 4 - Procedure

(5) Staff and affiliates must advise the Deputy Vice-Chancellor Research and Innovation of pre-existing IP as soon as possible following employment or engagement.

(6) Records of all IP owned by RMIT, including full copies of all course materials, are to be provided to RMIT by the creators of that IP in accordance with the directions provided by the Dean of the School or Deputy Vice-Chancellor of the portfolio in which the creator is employed, enrolled or engaged.

(7) All existing legally binding contracts, deeds and agreements entered into by RMIT at the effective date of this policy, will remain in full force and effect. Their terms will prevail in the event that a conflict arises with this procedure.

(8) RMIT may assign its rights, title and interests in IP owned by it to third parties in accordance with the [Intellectual Property Policy](#).

(9) RMIT recognises the significance of Indigenous Cultural and Intellectual Property, and that it must be respected, protected and recognised. To that end, RMIT will ensure that:

- a. IP commercialisation practices recognise and protect the rights and interests of Indigenous Knowledge holders and custodians
- b. IP derived from or with Indigenous peoples (including Aboriginal and Torres Strait Islander individuals, communities or groups) recognises, respects and values connection to place
- c. IP commercialisation practices in Australia must comply with the [AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research](#), and RMIT's Indigenous Research Plan.

(10) If Indigenous Cultural and Intellectual Property is involved in any proposed commercialisation activities, RMIT

must seek approval from the Pro Vice-Chancellor, Indigenous Education, Research and Engagement to ensure appropriate recognition and protection is given to Indigenous Cultural and Intellectual Property and its owners.

(11) If Indigenous Cultural and Intellectual Property is involved in any pre-existing or newly created IP, assignment of rights or interests will be subject to:

- a. approval from the Pro Vice-Chancellor, Indigenous Education, Research and Engagement, and
- b. agreement-making processes between RMIT and the holders of Indigenous Cultural and Intellectual Property.

Students

(12) Students are required to assign their IP rights to RMIT where the IP:

- a. consists of course materials
- b. has been assigned to RMIT under a specific agreement
- c. has been jointly developed with staff and the student is deemed to be a co-creator
- d. is the subject of an existing agreement between RMIT and a third party.

(13) Students involved in research activities that could lead to the development of IP over which RMIT or a third-party may claim ownership or other rights must formally assign, in advance, all IP to RMIT before engaging in research. The student is then entitled to the same IP benefits that a staff member would have under the policy, unless subject to a third-party agreement.

(14) Supervisors electing to supervise a student in an area whose research activities are covered by third-party agreements must ensure a confidentiality and IP assignment agreement is completed between RMIT and the student before the work is commenced.

(15) Some projects may not be available to students who choose not to sign a confidentiality and/or IP assignment agreement.

(16) Where students agree to be involved in any research project or activity undertaken with RMIT or a third party collaborator of RMIT that could lead to the development of IP over which RMIT or a third-party may claim ownership or other rights:

- a. the supervisor or course coordinator will make it clear to students what the nature of the work and the conditions of their involvement are before they undertake the research activity
- b. participation in the research will not interfere with the assessment of the student's academic performance
- c. any confidentiality and/or IP assignment agreement should only be signed by students after they have been first advised to obtain independent advice
- d. the student must formally assign, in advance, all right, title and interest they may have in any IP to RMIT before the student will be permitted to engage in such research
- e. the student will receive consideration and other rights commensurate with those that a staff member would otherwise have under the policy, unless subject to a third-party agreement
- f. any delays in publication of the thesis or any part thereof that arise from a confidentiality and/or assignment agreement will be limited to a maximum of two years, unless otherwise approved by the Deputy Vice-Chancellor Research and Innovation.

(17) Where students may be involved in research carried out at institutions which are affiliated with RMIT or at other institutions independent of RMIT and where RMIT does not assert ownership of IP, agreement must be reached in writing between the student and the host institutions regarding the rights of the student to IP.

Assignment of IP Rights

(18) At the request of RMIT, staff and students must assign to RMIT all IP in a timely manner and execute all such deeds of assignment and other documentation necessary to give effect to the IP ownership, protection, use, and commercialisation provisions set out in this policy.

Dealing with IP

(19) No staff member, student or affiliate may act on behalf of RMIT, or act in their own name, to assign, license, protect or otherwise deal with IP which is the property of RMIT or over which RMIT asserts rights under the policy (excluding course materials, which are to be managed in accordance with clause 6 of this procedure), unless specifically delegated to do so in writing.

Protection and Commercialisation of IP

(20) Where a staff member, student or affiliate develops IP (excluding course materials which are to be managed in accordance with clause 6 of this procedure) over which RMIT asserts ownership rights, they must notify the IP and Commercialisation team as described in clause 30 below.

(21) RMIT will decide whether to proceed with the protection or commercialisation of IP owned by RMIT. RMIT is under no obligation to protect or commercialise any IP. The terms on which RMIT protects its IP will be at the absolute discretion of RMIT. RMIT will endeavour to make decisions regarding protection or commercialisation of such IP in consultation with the relevant creators.

(22) Creators must use their best endeavours to assist RMIT in its commercialisation efforts.

(23) Where RMIT seeks to further develop, commercialise IP owned by RMIT through formation, management or participation in a Controlled or Non-controlled entity, the [Controlled and Non-Controlled Entity Policy](#) will apply.

(24) Where creators may personally hold equity in companies that have a license or assignment to RMIT-owned IP, they will be required to forego any other creator' entitlements in relation to the same IP.

(25) Staff, students and affiliates must complete all required documentation to allow RMIT to protect, commercialise and exploit any IP.

(26) If a creator fails to complete any documentation or any other action necessary for the commercialisation of IP owned by the RMIT, the Vice-Chancellor has the right to execute all such documents and do all such acts as their attorney.

(27) This power of attorney does not extend to instances where failure to complete documentation is a result of conflicts as to ownership of the IP, or where there is a dispute between the creators and RMIT are to be addressed in accordance with clauses 40 and 41 below.

Trademarks, Domain Names and Business Names

(28) RMIT is responsible for administering all trademarks, domain names and business names relating to RMIT activities. All trade mark applications must be made in RMIT's name.

(29) In addition, any use of RMIT's name, logo or coat of arms must be approved by the relevant delegate before any application is made.

Disclosing and Managing Intellectual Property

(30) Creators of new intellectual property owned by RMIT in accordance with the [Intellectual Property Policy](#) must submit details of that intellectual property in an email to: ip.commercialisation@rmit.edu.au.

(31) The Intellectual Property and Commercialisation Team (IPC Team) advise the creators of intellectual property on the process for management of the intellectual property disclosed and the further action to be taken. The creators of the intellectual property may be required to provide further details in relation to the intellectual property and to answer further questions posed by the IPC Team or others in relation to the intellectual property.

Distribution of Net Financial Benefit from Intellectual Property

(32) The net financial benefit received in relation to any intellectual property owned by RMIT is distributed as follows:

Recipient	Share of net financial benefit
Creators	50%
College	25%
Research and Innovation Portfolio	25%

(33) Where an alternate distribution of net financial benefits as set out in clause 32 is proposed, this needs to be approved by the Intellectual Property Committee.

(34) Where there is more than one creator, each shall receive an equal share of the net commercial benefit unless an alternate distribution is agreed by them and submitted in writing to the Deputy Vice-Chancellor Research and Innovation for approval. Distribution to a creator shall not be affected by the death, resignation or retirement of that creator.

(35) The net financial benefit will be distributed to creators annually.

(36) The IPC Team will issue a notice to each of the creators when net financial benefit is available to be distributed together with directions on the actions required of the creator prior to transfer of the funds.

Attribution

(37) RMIT has a Copyright Management Service that oversees the appropriate use of Copyright materials.

(38) RMIT-owned Copyright must be appropriately attributed with the following Copyright statement:

© Copyright Royal Melbourne Institute of Technology [year]

(39) Additional information and guidance are provided by RMIT's Copyright Services.

- For Students - [Copyright advice - RMIT University](#)
- For Staff - [Copyright advice and permissions \(rmit.edu.au\)](#)

Dispute Resolution

(40) The Intellectual Property Committee recommends to the Vice-Chancellor the establishment of a sub-committee to resolve any dispute it receives concerning:

- a. the ownership of intellectual property
- b. the division of any income arising from the commercialisation of intellectual property.

(41) Where the sub-committee is unable to resolve any dispute submitted to it, the staff member or student may appeal to the Vice-Chancellor, who will then decide the outcome of the appeal.

Section 5 - Definitions

Term	Definition
Affiliates	Conjoint, adjunct, emeritus, honorary and visiting appointments to RMIT
Course materials	All materials produced in the course of, or for use in, teaching in any form and all IP in such materials including but not limited to lectures, lecture notes and material, syllabi, study guides, assessment materials, images, multi-media presentations, web content, case studies and course software.
Indigenous Cultural and Intellectual Property	Indigenous Cultural and Intellectual Property refers to the rights that Indigenous peoples (including Aboriginal and Torres Strait Islander peoples) have and want to have to protect their Cultural and Intellectual Property. Sometimes the term 'cultural heritage' is used to mean the same thing. Refer to the ICIP Information Sheet for a full list of the ICIP rights that must be considered in relation to this procedure.
Scholarly works	Any original work, other than course material and computer software, in any format that is copyright material and intended for academic publication. Examples of scholarly works include journal articles, books, book chapters, and presentations for an academic or professional audience.

Status and Details

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Effective Date	1st November 2023
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Policy Owner	Calum Drummond Deputy Vice-Chancellor Research and Innovation
Policy Author	Tim McLennan Executive Director, Research Partnerships
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