

# Intellectual Property Policy

## Section 1 - Purpose

(1) The purpose of this Policy is to provide guiding principles for the management and administration of the Intellectual Property of Macquarie University (University), its Employees, Students, Associates and Visitors (University Members).

### Background

(2) This Policy provides a framework to identify, assess, protect and commercialise the rights of the University and University Members while enabling access and engagement by industry, government and the community on the use and exploitation of the University's Intellectual Property for national and global benefit.

(3) The University is required to adhere to the 2001 [National Principles of IP Management for Publicly Funded Research](#). It is a condition of funding from the [Australian Research Council \(ARC\)](#), the National Health and Medical Research Council ([NHMRC](#)) and other research funding agencies that the University observes the [National Principles](#).

(4) In order to meet the obligations set out in the [National Principles](#), the University must be able to clearly identify, claim and demonstrate ownership of its Intellectual Property in order to manage and accordingly grant Intellectual Property rights to commercial partners, University Employees and Students or funding organisations (Third Parties) on a case-by-case basis.

### Scope

(5) This Policy applies to all University Members who generate Intellectual Property in their capacity at the University.

## Section 2 - Policy

### Policy Objectives

(6) The principles of this Policy include being:

- a. business friendly;
- b. culturally safe;
- c. commercially reasonable;
- d. supportive of entrepreneurial activity; and
- e. operationally efficient.

(7) This Policy has the following objectives:

- a. to enable the University to efficiently identify, protect, manage and (where appropriate) commercially develop its Intellectual Property, for the benefit of the University, University Members and the wider community;
- b. to appropriately acknowledge and protect the interests of University Members in the development of Intellectual Property while recognising the investment, input and rights of the University and its stakeholders

including commercial partners;

- c. to set out the entitlements and responsibilities of University Members in relation to Intellectual Property, including providing for the appropriate distribution of the proceeds of successfully commercialised Intellectual Property;
- d. to foster and support a research culture in which translational research, technology transfer and entrepreneurial endeavours are rewarded; and
- e. to be consistent with sound academic and commercial practice, the University's responsibilities, applicable legislative requirements and legal principles.

## **Part A - Identification and Disclosure of Intellectual Property**

(8) Any University Member who creates Intellectual Property must notify Macquarie Commercialisation in circumstances where:

- a. the University has a contractual obligation to disclose the Intellectual Property to a Third Party under any Third Party agreement;
- b. Intellectual Property is owned by the University under this Policy; and/or
- c. Intellectual Property may be considered to be capable of formal protection and/or Commercialisation.

(9) In these cases, an Innovation Notification Form must be lodged as soon as possible after creation of Intellectual Property.

(10) The Innovation Notification form must:

- a. include sufficient information regarding the nature and application of the Intellectual Property, to be able to understand and assess the proposed Innovation, including details of the funding sources used to generate the Intellectual Property; and
- b. occur at the earliest appropriate stage, and in all cases before Intellectual Property is shared with any external party.

(11) University Members must maintain adequate records (such as laboratory notebooks) concerning the Intellectual Property they create to enable the University to assess, protect, use and commercialise the Intellectual Property.

(12) Creators of Intellectual Property must be correctly identified during the disclosure process. Intellectual Property protection may be lost if a Creator is not correctly identified, for example, failure to name the correct inventors may invalidate a patent.

(13) Correct and complete identification is also required to enable procedures on the distribution of net proceeds / benefits arising from Commercialisation of that Intellectual Property.

### **Treatment of Confidential Information**

(14) The University requires that all University Members maintain the confidentiality of any Confidential Information as defined in this Policy. University Employees should also consult the [Staff Code of Conduct](#).

(15) The treatment of Confidential Information is particularly important in the following contexts:

- a. For commercial projects and research that have results that may be protected by way of a patent or other form of registrable Intellectual Property, successful protection may depend upon keeping the results or invention confidential until the patent (or other registrable Intellectual Property) application has been lodged.
- b. The University may develop valuable knowledge which is not capable of being protected by patent or other

forms of registrable Intellectual Property, but which nevertheless has potential commercial benefits. This knowledge can only be protected by upholding comprehensive confidentiality restrictions.

- c. In circumstances where University Members become aware of Confidential Information concerning the University's strategic plans or other information that could affect the Commercialisation of Intellectual Property, or where the University is contractually bound to keep Confidential Information (whether the University's or that of a Third Party).

(16) Under certain circumstances University Members may be asked by external parties to enter into specific confidentiality agreements. University Members are advised not to sign these documents without prior consultation with Macquarie Commercialisation. This is to protect University Members from assuming unnecessary legal obligations. Independent external legal advice may be arranged if this is warranted. For the avoidance of doubt, the Office of General Counsel serves the best interests of the University and as such is unable to provide any advice to individuals in their personal capacity.

## **Respecting Third Party Rights**

(17) Under this Policy, University Members are required to respect the rights of Third Parties in relation to Intellectual Property (including Copyright), as well as those belonging to commercial partners. University Members may be required to provide certain information and otherwise cooperate in processes designed to protect Third Party rights.

(18) Respect for the rights of Third Parties may involve:

- a. correctly identifying the ownership of underlying material (or rights therein) for any new development;
- b. correctly acknowledging the contribution of Third Parties, including previous employers of University Employees, current employers of Students or other Third Parties;
- c. not infringing the Moral Rights of Third Parties; and
- d. being respectful of and correctly acknowledging Indigenous spiritual and cultural beliefs.

## **Pre-existing Intellectual Property**

(19) The University must ensure that it treats pre-existing Intellectual Property appropriately and does not claim rights to which it is not entitled.

(20) To ensure that Intellectual Property created by a University Member prior to their employment, association or enrolment with the University is appropriately identified, University Members are required to disclose all pre-existing Intellectual Property to the extent that they are legally and contractually permitted to do so, within 30 days of commencing at the University.

(21) As part of this process, University Members must inform the University if Intellectual Property is subject to any Third Party rights, for example the rights of the University Employee's previous employer, a Student's current or former employer, or a publisher.

(22) Existing University Members are also required to make a similar disclosure if they become aware that anything that they have developed is based on pre-existing Intellectual Property or Third Party rights.

(23) The University will assume that anything not disclosed by University Members is Intellectual Property owned by the University unless evidence to the contrary can be demonstrated.

## **Part B - Ownership of Intellectual Property**

## University Employees

(24) Except as otherwise provided in this Policy or by way of a separate agreement, the University owns the Intellectual Property created by University Employees:

- a. in and during the course of employment;
- b. at the request of the University;
- c. using the resources of the University (including its Confidential Information and Intellectual Property Rights);and/or
- d. as part of a project funded by the University or a Third Party.

(25) All Teaching Materials, in any form, that have been developed by a University Employee in their course of employment at the University will be owned by the University as the employer.

(26) Where University Employees work on personal projects (projects that are not considered to be part of the normal course of employment), employees must immediately discuss these with their academic supervisor or line manager to assist in identifying whether any issues in relation to the ownership of Intellectual Property may arise (including any potential conflict of interest). Maintaining an Intellectual Property register with details of personal Intellectual Property is recommended.

(27) The University may agree to a University Employee undertaking a project beyond the scope of their normal duties. This may or may not be for additional payment or under a separate employment contract. In such circumstances, the individual remains a University Employee. For example, if a University Employee is asked to work on a project and is relieved of teaching duties, work on the project will be treated as being in the course of employment of the University Employee as per clause 24 and not as a separate contract.

## Scholarly Work

(28) The University will not assert ownership of Copyright in Scholarly Work created by University Employees, except under any of the following circumstances:

- a. where the Scholarly Work has been specifically commissioned by the University, including work commissioned as a result of contractual arrangements between the University and Third Parties;
- b. if the University agrees to assist with the publication or other commercial development of the Scholarly Work, the University will negotiate an appropriate distribution of all income arising from that process, including recovery of the University's costs; and/or
- c. where the University is the publisher of a work, then the University will own the Copyright in that work and any benefits arising therefrom.

(29) The University is deemed to have been granted by University Employees, a non-exclusive, royalty-free, worldwide and irrevocable license to use the Copyright in the Scholarly Works for research and teaching purposes.

(30) If a University Employee wishes to use Intellectual Property owned by the University for non-commercial teaching and/or research purposes at an educational institution other than the University, the University Employee may apply to the Director, Commercialisation for a license to do so.

- a. No license shall be granted if it is deemed by the Director, Commercialisation that it would not be in the interests of the University to do so.
- b. Any such license would be limited to non-commercial teaching and/or research in an educational institution, provide no ability to sublicense or assign, be recorded with Macquarie Commercialisation and be royalty-free.

## Students

(31) Generally, Students retain ownership of Intellectual Property created by them in the course of their study at the University unless:

- a. the Student is engaged in a research project whereby the work that led to the creation of the Intellectual Property was funded by a Third Party and which the University has a contractual obligation to transfer Intellectual Property rights to that Third Party or protect Intellectual Property rights for the benefit of that Third Party;
- b. a specific contract has been negotiated to the contrary;
- c. the Intellectual Property is created using University Background Intellectual Property which is Intellectual Property, other than Teaching Materials, created prior to, or independently of, a particular research project; and/or
- d. a University Employee has made a Substantial (more than 40%) Contribution to the Intellectual Property.

(32) If a Student creates Intellectual Property pursuant to clause 31 (a) to (d), the Student will be required to execute an assignment of Intellectual Property to the University.

(33) In each of the circumstances in clause 31, the Student will have the right to decline involvement in the projects associated with the contracts and an assignment of Intellectual Property will not be necessary. In those instances, the Student will be offered an alternative project of equal merit, in which an assignment of Intellectual Property to the University will not be required.

(34) In cases where Intellectual Property was created by a Student through the use of University Resources (other than mere Incidental Use), the Student may be requested to assign their rights to the Intellectual Property.

(35) In all cases, Students will retain ownership of Copyright in their theses or other submissions (subject to the rights of the University or Third Parties in any underlying work or development on which the submission is based). Students who assign their Intellectual Property to the University will be acknowledged as having the same rights (to the benefits of Commercialisation) as University Employees.

(36) At any time during the course of a Student's studies or after a Student candidature has been completed or terminated, they may submit a request to the University to acquire rights to exploit Intellectual Property developed by them and previously assigned to the University. In all cases the request will be considered on its merits.

(37) Students who are employed as research assistants or in other positions by the University will be treated on the same basis as other University Employees.

## Student Placements with External Institutions

(38) The University actively encourages Students to participate in work or educational experiences with external institutions. Examples include the Professional and Community Engagement Program (PACE) and Internships.

(39) Ownership in Intellectual Property developed by a Student while they are participating in a student placement with an external institution ("the host") is considered by the University to be owned by the Student except in the following circumstances where:

- a. a specific contract (including any assignment executed pursuant to this Policy) has been negotiated to the contrary;
- b. a Student has used University Resources (beyond Incidental Use);
- c. a Student has used University Background Intellectual Property;
- d. the University has provided funding; and/or

e. the University supervisor has contributed substantially to the project.

(40) In these circumstances, the University will assert its rights in any Intellectual Property developed and does not waive any rights that it may have as the owner of the Intellectual Property.

## **Student Advice**

(41) Students uncertain of their rights relating to Intellectual Property ownership should seek advice from Macquarie Commercialisation. This Office may organise independent legal advice for Students where appropriate or direct the Student to legal resources available via Macquarie's Welfare Service. For the avoidance of doubt, the Office of General Counsel cannot provide such advice in case such advice is contrary to the best interests of the University.

## **Visitors**

(42) The University makes no claim to ownership of Intellectual Property created by a Visitor to the University except where the Intellectual Property created by the Visitor:

- a. occurs whilst engaged in an activity that is the subject of a Contractual Agreement for any teaching, research or any other activity at the University; or
- b. constitutes Teaching Material and was developed in the course of or incidental to their visit to the University.

## **Associates**

(43) While having due regard to an Associate's obligations to a Third Party, for example an employer, Macquarie University will negotiate with any Associate, on a case-by-case basis, to Commercialise and share on reasonable terms the benefits of any Intellectual Property developed by the Associate during their participation in any research project or scholarly activity at the University.

(44) In certain circumstances, Associates may be asked to assign their Intellectual Property rights to the University.

## **Independent Contractors**

(45) Independent contractors are not necessarily obliged to transfer Intellectual Property ownership in material they may develop under a contract with the University nor abide by confidentiality restrictions in material received or developed under the contract.

(46) University contracts will however ordinarily vest Intellectual Property in material developed under the contract with the University and require the independent contractor to maintain confidentiality.

## **Indigenous Knowledge**

(47) The University is committed to recognising, respecting, and acknowledging Indigenous spiritual and cultural beliefs and traditional knowledge as the Intellectual Property of Aboriginal and Torres Strait Island peoples and other Indigenous peoples.

(48) Traditional knowledge of Indigenous people must be accessed on terms that are fair and with the agreement of the Indigenous people through whom the knowledge or Intellectual Property is accessed. The right to use or access traditional knowledge (including making a written, visual or audio record) must be respectful of the secrecy or confidentiality obligations imposed on the material by the traditional owners.

## **Brands, Trademarks and Business and Company Names**

(49) Where according to this Policy, the University owns Intellectual Property, and a brand (including logos), trademark, Domain Name, business or company name is used by University Members in the promotion, naming or

Commercialisation of that Intellectual Property, then the University owns that brand, trademark, Domain Name, business or company name and it must be registered in the name of, and owned by the University.

(50) Macquarie Commercialisation is responsible for administering, filing and managing University owned trademarks. This includes applications and renewals. All such applications will be in the name of the University or if appropriate, a University owned entity.

(51) Any business unit or University Employee who wishes to obtain a trademark for a University product or activity must submit a request in writing to Macquarie Commercialisation and provide the following details:

- a. a full description of the proposed mark or name, including an image where appropriate; and
- b. a full description of the proposed use of the trademark.

(52) All trademark applications require approval from Group Marketing.

(53) The costs of obtaining any other trademark or business name will be charged to the requester's faculty or business unit.

## **Moral Rights**

(54) The University acknowledges the Moral Rights of Creators (which cannot be assigned) under the [Copyright Act 1968](#). Moral Rights include the right to be attributed for original work, the right of integrity as well as the right not to be falsely attributed.

(55) The University will make reasonable endeavours to preserve the Moral Rights of University Members.

(56) In the event that a deviation from the standard Moral Rights position may be sought, the University will seek express consent from any University Members involved in an infringement of their Moral Rights, where relevant.

## **Part C - Commercialisation**

### **Assessment and Commercialisation of Intellectual Property**

(57) Upon receipt of an Innovation Notification Form, a member of Macquarie Commercialisation team will consult with the Creators of the Intellectual Property and following appropriate due diligence, will provide the Intellectual Property and Commercialisation Advisory Committee (IPCAC) with a recommendation as to whether the University should proceed with the protection and/or Commercialisation of Intellectual Property.

(58) The IPCAC is responsible for the development of strategy and policy in the areas of Intellectual Property, Innovation and Commercialisation. It advises the Deputy Vice-Chancellor (Research) on strategic matters relating to the University's Intellectual Property and its Commercialisation. Macquarie Commercialisation oversees the day-to-day management of Intellectual Property and the Commercialisation process and will give effect to the decisions of the IPCAC.

(59) Macquarie Commercialisation will advise the Creator(s) of Intellectual Property as to whether the University intends to pursue registered protection and/or Commercialisation of the Intellectual Property disclosed under clause 8 within a reasonable time frame.

(60) Where the University elects to proceed with formal protection and/or Commercialisation of Intellectual Property, the University will ordinarily:

- a. require the 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 enter into an agreement for a Third Party to do so.

(61) University Members 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.

(62) Where the decision is made by the University not to proceed with the protection or Commercialisation of Intellectual Property, or if a decision is made to cease commercialising at a later stage, the University may, on request, license or assign the Intellectual Property to the Creator/s of the Intellectual Property on reasonable commercial terms. Such license or assignment, if granted by the University, may be conditional on such terms as it sees fit, including without limitation, recovery of its costs, a share of the proceeds from Commercialisation, and rights to a perpetual royalty-free licence for research and teaching purposes.

(63) Approval for any request received under clause 62 will not be unreasonably withheld, unless the University considers that continuing to hold but not exploit the Intellectual Property is strategically important or commercially reasonable, or by assigning the Intellectual Property to the Creator/s of the Intellectual Property would be a breach of any contractual or other obligations of the University, it will have reasonable grounds for rejecting the request. If the request is approved, the Creators will not be permitted to use University Resources in exploiting the Intellectual Property except for Incidental Use or as explicitly agreed in writing. Refer to the [Request to Handback IP to University Member Procedure](#).

(64) As Intellectual Property owner, the University may, at its discretion, contract for the subsequent licensing, assignment or other dealing of the Intellectual Property as it considers appropriate.

## **Transfer of Intellectual Property to Third Parties**

(65) The University may have contractual obligations with Third Parties, including private and government enterprises and other research entities (e.g. CSIRO and RIRDCs), which provide for Intellectual Property developed by a University Member to be commercialised by the Third Party (or at least that Third Party has first option of rights to commercialise). Where a contractual agreement with a Third Party involves University Employees and / or Students, the terms of that agreement will determine the Intellectual Property rights of those University Employees or Students.

(66) In cases where it is contractually obliged, commercially reasonable or strategically important to do so, the University may agree to assign Intellectual Property rights to another entity either immediately or sometime in the future on achievement of milestones. Please refer to the [Request to Assign IP Rights to Third Party Procedure](#) for the criteria the University may apply in determining whether to assign University Intellectual Property to a Third Party. Any such decision will in all cases be consistent with this Policy.

(67) Alternatively, the University may, with the Creator's endorsement (which will not be unreasonably withheld), determine that the benefits derived from Commercialisation may be optimised other than through a financial consideration such as a licence fee by way of a societal, or reputational benefit and / or impact (e.g. the opportunity to derive increased profile, develop a strategic relationship or create flow on contract research income). In these circumstances, the decision may be taken to grant a royalty-free, or other non-financial consideration licence to a Third Party.

## **Rewards and Recognition**

(68) As a general position, the University will reward University Members who have created valuable Intellectual Property by sharing in the benefits arising thereof. The reward system will be reviewed on a regular basis to ensure



the congruence of the overall aims of the University in its Commercialisation activities and the needs of individual Creators.

(69) In relation to financial rewards, the University will distribute any net proceeds from a Commercialisation project as follows:

- a. the costs will first be deducted, including costs of registering and otherwise protecting the Intellectual Property (such as patenting expenses), costs of establishing the licensing arrangement or creating a company (including legal and valuation costs), external costs in commercialising the technology (such as marketing reports and business planning), and repayment of any external investments. In some cases, the University may need to retain an amount on account of forecast costs; and
- b. subject to any written agreement to the contrary, the proceeds will then be distributed in the following manner:
  - i. the first \$50,000 to be apportioned among all University Members who are the Creators of the Intellectual Property that has been commercialised; and thereafter
  - ii. 50% to be apportioned among all University Members who are the Creators of the Intellectual Property that has been commercialised (and any other person agreed to between the University and the relevant University Members), in accordance with any agreement amongst them or, if there is no agreement, in shares equal to the degree of contribution as determined by the University; and
  - iii. 50% to the University including the Faculty, School, Department or Office(s) involved.

(70) Persons who are not Creators but who nevertheless make contributions to the creation or exploitation of Intellectual Property, such as through assistance in the reduction of an invention to practice are termed Contributors and are not automatically entitled to a share in the net proceeds of Commercialisation for Intellectual Property. If all co-Creators are in agreement, 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 the Creators and is not an entitlement to share in the proceeds of Commercialisation under this Policy.

(71) Any agreement that requires the distribution of net proceeds in a manner inconsistent with clause 69 of this policy must be approved prior to distribution by the Pro Vice-Chancellor, Research, Innovation and Enterprise.

(72) Where the University develops Teaching Materials, the net proceeds of Commercialisation will be distributed to the relevant Faculty (or Faculties).

(73) The term "proceeds" in clause 69 may take the form of cash, holding shares (directly or indirectly), or other arrangements such as surpluses made by the University as a result of applying competitive neutrality principles to contract research agreements. It should be noted that, all other considerations being equal, while the University will endeavour to take account of the most effective tax regimes for the Creators in each case, the primary driver will be deriving an arrangement that will facilitate a successful project outcome and is in the best interests of the University.

(74) Where the net proceeds of Commercialisation of Intellectual Property is not in cash, the non-cash asset will be held in the name of the University until it is sold or converted into cash, at which time the proceeds will be distributed consistently with clause 69. The University does not provide financial or legal advice to individual University Members, who should obtain their own independent advice on such matters.

## **Ongoing Obligations of Creator/s**

(75) Creators must ensure that appropriate records and documentation relevant to Intellectual Property are created and adequately maintained.

(76) If requested by Macquarie Commercialisation, a Creator of Intellectual Property being commercialised must execute any document or do anything reasonably necessary to demonstrate or prove ownership, secure Intellectual Property protection or assist the University to commercialise the Intellectual Property.

(77) Creators who are leaving the University must ensure that any records and documents related to University Intellectual Property are up to date as soon as practicable.

(78) Creators of University Intellectual Property have an ongoing obligation to not:

- a. use or disclose the Intellectual Property in a manner that would adversely impact the protection, Commercialisation or enforcement of the Intellectual Property;
- b. enter into any contractual obligation relating to the Intellectual Property, either individually or on behalf of the University that would adversely impact the protection, Commercialisation or enforcement of the Intellectual Property; and/or
- c. intentionally destroy Intellectual Property owned by the University.

## Part D - Conflicts and Dispute Resolution

(79) A conflict of interest is where an individual/s may benefit personally from decisions made by the University in undertaking a commercial proposal.

(80) University Members must adhere to the [Conflict of Interest Policy](#).

(81) Subject to the [Complaint Management Procedure for Staff](#) and the [Complaints Resolution Policy for Students and Members of the Public](#), any University Member who wishes to raise any dispute or difference of opinion about the application of this Policy may request a review of the issue by Macquarie Commercialisation. If the issue cannot be resolved by Macquarie Commercialisation, then the matter will be referred to the Pro Vice-Chancellor, Research, Innovation and Enterprise or their nominee. Failure to comply with this Policy by a University Member may be considered a breach of the [Staff Code of Conduct](#) and may result in disciplinary action.

(82) If a dispute arises between the Creators as to inventorship or the apportionment of Commercialisation proceeds, the dispute may be referred by any Creator to Macquarie Commercialisation. If the issue cannot be resolved by Macquarie Commercialisation, then the matter will be referred to the Pro Vice-Chancellor, Research, Innovation and Enterprise, whose decision shall be final and binding on all parties. In settling a dispute, the Pro Vice-Chancellor, Research, Innovation and Enterprise may deal with the dispute in any manner they consider will expedite the resolution of the dispute, including without limitation, obtaining an external independent inventorship determination, or withholding distribution of benefits to all Creators until a decision has been reached on the proportion of benefit to be received by each individual Creator.

## Section 3 - Procedures

(83) Procedures relating to this Policy include:

- a. [Request to Assign IP Rights to Third Party Procedure](#);
- b. [Request to Handback IP to University Member Procedure](#); and
- c. [Request to Transfer IP Rights to HDR Candidate Procedure](#).

## Section 4 - Guidelines

(84) Nil.

## Section 5 - Definitions

(85) The following definitions apply for the purpose of this Policy:

- a. Associate means any person other than a University Employee or Student of the University who takes part in any research project or scholarly activity that is conducted by any University Employee or Student of the University, or who visits any part of the University to conduct research, scholarship or any related activity during which time they create Intellectual Property. Associates include Adjuncts, Visiting Lecturers, Honorary staff, Emeritus Professors, Visiting Researchers and Persons employed to undertake research at the University by controlled entities.
- b. Confidential Information means all information of a confidential nature, and may include technical, proprietary and operational information, drawings, techniques, processes, know-how, trade secrets, business plans, customer lists and other commercially valuable information of any kind.
- c. Commercialisation is a process that will translate Intellectual Property and the outcomes of research at the University into a financial, societal, or reputational benefit and/or impact.
- d. Copyright is, essentially, a bundle of Intellectual Property rights of material expressed in original creative, cultural or informational works such as literary, dramatic, musical, and artistic works, and in computer software, sound recordings, films, and broadcasts.
- e. Creator is anyone whose involvement and contribution is deemed essential to the conception or development of Intellectual Property.
- f. Incidental Use means the routine use of office, library or other publicly available information, technical facilities, desktop workstations and communication and storage servers.
- g. Indigenous Knowledge means the traditional knowledge and traditional cultural expressions of Aboriginal and Torres Strait Islander peoples.
- h. Innovation is the application of new ideas, embodied in products, processes or services, work organisation, management or marketing systems.
- i. Innovation Notification is the disclosure to Macquarie Commercialisation when something new and useful has been conceived and developed or when unusual, unexpected or novel research results have been achieved that may have commercial and/or community or environmental value.
- j. Intellectual Property means all Copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, Confidential Information, and circuit layouts and all other Intellectual Property rights resulting from intellectual activity in the academic, industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
- k. Moral Rights are a sub-category of rights set out in the [Copyright Act 1968](#), which protect the right of a Creator of original Copyright works and cinematograph films to be recognised as the Creator of those works (the Right of Attribution) and to object to the derogatory treatment of those works (the Right of Integrity) and the right not to have someone else falsely attributed as the Creator of those works (the Right of Protection Against False Attribution). Furthermore, Moral Rights vest in the Creator irrespective of their employment status and the ownership of the Copyright in the work.
- l. Scholarly Work means a work that is intended for academic publication, including any article, book, manual, musical composition, creative writing, publication or any audio, digital or electronic media that contains material written by an individual (University Employee, Student or Associate) based on that individual's scholarship, learning or research, but does not include Teaching Material or administrative material.
- m. Student means any undergraduate, postgraduate or Non-Award student duly enrolled in the University, whether based on or off-campus.
- n. Substantial Contribution means, in relation to the creation of Intellectual Property, a contribution of 40% or more.

- o. Teaching Material means all information, documents, materials or digital or electronic objects created or used for the purposes of teaching and education at the University.
- p. Third Parties means parties external to the University such as commercial partners, private and government enterprises, external employees, external students or external funding organisations.
- q. University Employee means academic or professional staff of the University who receive remuneration, whether they hold full-time, part-time or casual appointments.
- r. University Member means a University Employee, Student, Associate or Visitor.
- s. University Resources include but are not limited to any form of financial, technical and administrative support, background Intellectual Property, premises, facilities, infrastructure, services, equipment, information technology, consumables and human and legal resources either in a direct or indirect way.
- t. Visitor means a person given access to University Resources for the purpose of teaching, research or other scholarly activity, who is not a staff member, nor a Student, and who is typically the subject of an agreement with the University addressing Intellectual Property rights.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	15th December 2023
<b>Review Date</b>	1st October 2026
<b>Approval Authority</b>	University Council
<b>Approval Date</b>	14th December 2023
<b>Expiry Date</b>	Not Applicable
<b>Responsible Executive</b>	Sakkie Pretorius Deputy Vice-Chancellor (Research) +61 2 9850 8645
<b>Responsible Officer</b>	Kathryn Sunn Director, Commercialisation
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