

## Intellectual Property Policy

<b>Approving authority</b>	University Council
<b>Approval date</b>	3 April 2017 (1/2017 meeting)
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<b>Next scheduled review</b>	2022
<b>Document URL</b>	<a href="http://policies.griffith.edu.au/pdf/Intellectual_Property_Policy.pdf">http://policies.griffith.edu.au/pdf/Intellectual_Property_Policy.pdf</a>
<b>TRIM document</b>	2017/0000261
<b>Description</b>	This policy details Griffith University's requirements and approach regarding the management of Intellectual Property for the University and its staff and students.

### Related documents

[Intellectual Property Disclosure Form](#)

[Consulting and Commercial Research Policy](#)

[Private Practice Policy](#)

[Application to Conduct Private Practice](#)

[Moral Rights Consent and User Guide](#)

[Confidentiality Deed and User Guide](#)

[Assignment of Intellectual Property Deed- New Commercial Opportunities](#)

[Researcher's Deed \(Govt. Funded University Research Facilities/Benefit Sharing Agreements\) and User Guide](#)

[Research Grants Assignment of Intellectual Property Deed and User Guide](#)

[\[Introduction\]](#) [\[Publications\]](#) [\[Research Grants\]](#) [\[Commercialisation\]](#) [\[Specific Arrangements\]](#) [\[Annexure A: University Commercialisation Procedures\]](#) [\[Annexure B: Definitions used in this Policy\]](#)

## 1. INTRODUCTION

### 1.1 Objectives

The University objectives are to:

- a) encourage the development and advancement of knowledge;
- b) disseminate knowledge and promote scholarship;
- c) contribute to society through the practical application of IP; and
- d) Commercialise IP for the benefit of Staff, Students and the University.

In meeting its objectives the University will:

- a) fairly consider the interests of Staff, Students and the University regarding IP;
- b) facilitate the publication of knowledge while maintaining the commercial potential of IP;
- c) ensure that the University is able to Deal With IP in arrangements with External Organisations; and,
- d) Commercialise IP in a manner that is fair and equitable to Staff, Students and the University.

## 1.2 Purpose

This Policy details the framework and associated processes the University, Staff and Students are required to follow when Dealing With IP developed at the University.

## 1.3 Scope

This Policy forms part of the conditions of employment and Enrolment that apply to Staff and Students.

This Policy applies to all IP created by Staff and Students whilst employed or Enrolled at the University.

An item of IP is treated under this Policy according to the capacity in which the person created the IP (for example, as a Staff member or as a Student).

## 1.4 Definitions

Capitalised terms throughout this Policy are defined terms in [Annexure B](#) of this Policy and form part of this Policy.

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# 2. PUBLICATION

## 2.1 General Principles

Publication of Scholarly Works, Educational Materials and Creative Works provides significant benefits to the community and provides the basis for research income and the reputation of the University. Publication by Staff and Students is a cornerstone of University research activity.

## 2.2 Granting of Rights

The University grants each Staff member a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable right to use, adapt or modify Scholarly Works, Educational Materials or Creative Works that are University Owned IP created by the Staff member, for the purposes of publication, teaching, academic research and personal promotion by the Staff member.

Staff are required to acknowledge that the Scholarly Work or Educational Materials was created at the University in any use, adaptation or modification of the Scholarly Work or Educational Materials.

Staff are required to acknowledge that the Creative Work was created at the University in any dissemination of the Creative Work.

Staff may assign to an academic publisher for the purpose of academic publication Scholarly Work that is University Owned IP created by that Staff member. Joint Creators of Scholarly Works may exercise this delegation together, but not separately. This delegation does not allow Assignment of Scholarly Works that are University Commissioned Works.

## 2.3 Moral Rights

The University acknowledges the Moral Rights of Staff and Students.

In some circumstances, the University may be required to obtain waivers of certain Moral Rights from Staff and Students in relation to agreements with External Organisations.

A Moral Rights Consent Form is available at: <https://intranet.secure.griffith.edu.au/work/legal-services/standard-contracts/intellectual-property-policy-documents>.

Where the University uses any Scholarly Work, Educational Materials, or Creative Work that has been created by Staff or Students (including former Staff or Students) for University purposes, the University will use reasonable endeavours to clearly and prominently identify the authors of that material or work.

The format of the acknowledgement will follow good academic practice, unless the author(s) has agreed an alternative form of attribution in writing with the respective Head of Element of the University.

## 2.4 Confidential Information

The University owns certain Confidential Information and may also be in possession and control of, and have obligations with respect to, Confidential Information that is owned by External Organisations.

Unless expressly otherwise agreed with the University, Staff and Students who receive or develop Confidential Information must:

- a) comply with all express confidentiality obligations associated with any Confidential Information;
- b) keep all Confidential Information strictly secret and confidential;
- c) not make any use whatsoever of the Confidential Information except for the purpose for which the Confidential Information was disclosed to them;
- d) take reasonable steps to preserve the confidentiality and secrecy of the Confidential Information;
- e) not make copies or duplicates of the Confidential Information except to the extent permitted and that is reasonably necessary for the purpose for which the Confidential Information was disclosed to them; and
- f) not reveal any of the Confidential Information to any person whatsoever except for those persons who have a need to know and are authorised to receive the Confidential Information for the purpose for which the Confidential Information was disclosed to the Staff or Student.

These obligations subsist for as long as the Confidential Information remains confidential.

A Confidentiality Deed is available at: <https://intranet.secure.griffith.edu.au/work/legal-services/standard-contracts/intellectual-property-policy-documents>.

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## 3. RESEARCH GRANTS

### 3.1 General Principle

Research grants are integral to the creation and advancement of knowledge and the generation of IP, and promote the reputation of the University. The acquisition of research funding is a necessary core function of the University and its Staff.

### 3.2 Dealing With Research Outcomes and IP

Where Funding Agreements require the University to own or Deal With research outcomes or IP, Staff or Students will be required to sign a Research Grants Assignment of IP Deed to enable the University to meet these obligations.

Upon award, the Office for Research will provide this Research Grants Assignment of IP Deed to those Staff and Students who will conduct the project. Staff and Students will normally be required to sign the Research Grants Assignment of IP Deed before the University can execute the Funding Agreement and/or accept funding.

Visiting, adjunct, honorary, joint, sessional or academic title holder appointments will normally be required to sign a Griffith Research Grants Assignment of IP Deed, unless another employer objects in writing to them doing so. If the University receives such an objection, the Office for Research may decide whether or not to proceed with the grant.

Please contact the Office for Research if you require a Research Grants Assignment of IP Deed.

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## 4. COMMERCIALISATION

### 4.1 General Principle

IP is a valuable asset that can be utilised to create benefits for the community and for Staff, Students and the University. With respect to most inventions, successful Commercialisation requires protection by patents.

Commercialisation plays an important role in the uptake of research outputs through the utilisation of IP, and promotes the reputation of the University. The University considers the Commercialisation of IP to be an integral component of the University's research activity.

### 4.2 Commercialisation Process

Commercialisation will be conducted in accordance with the University's Commercialisation Procedures. These procedures are detailed in [Annexure A](#) of this Policy and form part of this Policy.

### 4.3 Requirement for Confidentiality

Premature Disclosure (for example, publication) may detrimentally impact the ability of the University to protect and Commercialise IP.

If Disclosure and Commercialisation of IP is intended, Staff and Students should contact Griffith Enterprise. Griffith Enterprise ensures that suitable arrangements are established to protect IP before Disclosure occurs.

### 4.4 Sharing of the Net Proceeds from Commercialisation

#### 4.4.1 Distribution of the Net Proceeds

The University will share the Net Proceeds received from the Commercialisation of IP with the Creators of the IP as follows (or as otherwise expressly agreed in writing):

	Creative Works and Reproductions	Other IP
Creators	70.0%	50.0%
Element/ Administrative Office to which the Creators belong	7.5%	12.5%
Academic Group/Administrative Division to which the Creators belong	7.5%	12.5%
University Corporate	15.0%	25.0%

#### 4.4.2 Joint Creators

Joint Creators will receive their proportional allocation of Net Proceeds in proportion to their contribution to the IP. In the absence of any written agreement between the joint Creators regarding contribution to IP, their contribution will be deemed to be equal.

#### 4.4.3 Access to Net Proceeds

Creators may elect to receive their share of Net Proceeds in any of the following ways:

- a) journal transfer to a University managed project (funds must be used for bona-fide University approved activities);
- b) payment via the University payroll system; or
- c) as otherwise mutually agreed.

## 5. SPECIFIC ARRANGEMENT

### 5.1 General Principles

The University enters into specific arrangements with External Organisations. To enable the University to Deal With IP, Staff or Students in certain circumstances will be required to Assign IP to the University.

### 5.2 Government Funded University Research Facilities

Staff and Students are required to assign to the University IP created from research undertaken within a Government Funded University Research Facility.

Please contact your Centre Director to determine whether you are undertaking research within a Government Funded University Research Facility.

A Researcher's Deed (Govt. Funded University Research Facility/Benefit Sharing Agreement) is available at: <https://intranet.secure.griffith.edu.au/work/legal-services/standard-contracts/intellectual-property-policy-documents>.

### 5.3 Benefit Sharing Arrangements

Staff and Students may be required to assign to the University IP created from research that is governed by a Benefit Sharing Arrangement.

Please contact Griffith Enterprise to determine whether your research may be subject to a Benefit Sharing Arrangement.

A Researcher's Deed (Govt. Funded University Research Facility/Benefit Sharing Agreement) is available at: <https://intranet.secure.griffith.edu.au/work/legal-services/standard-contracts/intellectual-property-policy-documents>.

### 5.4 External Organisations

If Staff or Students would like to use an External Organisation's IP in their research or other activities at the University, they should contact:

- a) the Office for Research, where they wish to incorporate such External Organisation IP into a research project that is being undertaken at the University or on behalf of the University;
- b) Griffith Enterprise, where they wish to incorporate such External Organisation IP into a CCR project that is being undertaken at the University or on behalf of the University;
- c) Griffith Enterprise where they wish to receive External Organisation IP pursuant to a materials transfer agreement, licence agreement or similar agreement; and
- d) Griffith Enterprise, where they consider that any newly created IP arising from their proposed use of an External Organisation's IP may have the potential for protection and Commercialisation.

### 5.5 Consulting and Commercial Research ("CCR")

CCR engagements between the University and External Organisations are administered in accordance with the CCR Policy.

CCR engagements often involve the transfer of intellectual property rights. Accordingly, prior to submitting a CCR proposal to an External Organisation, Staff and Students should discuss IP arrangements with Griffith Enterprise.

### 5.6 University Commissioned Work

The University may commission Staff or Students to undertake University Commissioned Work. The terms and conditions that apply to University Commissioned Work will be subject to agreement between the University and the Creators.

### 5.7 Private Practice

Staff must comply with the Private Practice Policy to Deal With, in their private capacity, the IP they have created at the University. Approvals required for Private Practice are administered by the University's Office of Human Resource Management.

In these instances, the University will exercise its reasonable discretion to assess whether:

- a) the University owns all or part of the IP;
- b) there is any University Owned IP incorporated in, or used to create, the IP;
- c) the University is entitled to a share in any proceeds from Commercialisation of the IP and to claim this share from Staff; and/or
- d) the University requires that Staff enter into a Commercialisation Agreement with the University.

## **5.8 Students IP**

- 5.8.1 Unless otherwise indicated, Students own and can Deal With any IP, which they create in the course of their Enrolment at the University.

The University will exercise its reasonable discretion to assess whether:

- a) the University owns all or part of the IP;
- b) there is any University Owned IP incorporated in, or used to create, the IP;
- c) the University is entitled to a share in any proceeds from Commercialisation of the IP and to claim this share from Students; and/or
- d) the University requires that Students enter into a Commercialisation Agreement with the University.

- 5.8.2 Supervising Staff who want to engage Students in activities requiring assignment of IP must:

- a) inform Students before commencing such activities;
- b) provide Students with the “Information Sheet - Intellectual Property created by Students enrolled at Griffith University”. This may be obtained from Griffith Enterprise;
- c) inform Students of any confidentiality requirements and relating restrictions on publications;
- d) obtain Students' informed consent; and,
- e) ensure the Student and University enter into an appropriate IP assignment deed.

Students who assign their IP to Griffith will have the same rights as Staff under this policy with respect to that IP.

Assignment of Student IP will exclude the Student's copyright in their thesis.

An appropriate IP assignment deed is available at: <https://intranet.secure.griffith.edu.au/work/legal-services/standard-contracts/intellectual-property-policy-documents>.

## **6. GENERAL ARRANGEMENTS**

### **6.1 Preserving the University's Rights**

Staff and Students must take reasonable care when creating and utilising University Owned IP so as to preserve the University's ability to protect and Deal With that IP.

### **6.2 Using the University's Name and Logo**

The University has the right to prohibit, at its sole discretion, the use of its name and logo.

### **6.3 Waiver or Modification**

The University's rights in relation to University Owned IP may be modified by express waiver under this Policy, or with the written agreement of the Senior Deputy Vice Chancellor.

### **6.4 Application of this Policy**

The provisions of the IP Policy that existed at the time of the creation of IP apply to that IP.

Staff and Students that have created IP prior to this Policy may request in writing to the Senior Deputy Vice Chancellor that the provisions of this Policy apply. This option is only available if the University has not already dealt with the relevant IP.

## **6.5 Dispute Resolution**

Any disputes relating to this Policy must be dealt first by following the process set out in this Section 6.5 rather than legal proceedings (except where urgent interlocutory relief is sought).

Staff or Students who have created IP and have a complaint about the application of this Policy should lodge their complaint in writing with the Director, Griffith Enterprise. The Director, Griffith Enterprise will consult with the Staff or Students and other third parties (if necessary) and propose a resolution to the dispute.

If the dispute cannot be mutually resolved within 14 days of lodgement, the dispute will be referred to the Senior Deputy Vice Chancellor. The Senior Deputy Vice Chancellor (or his/her nominated officer) will attempt to resolve the dispute by mediation or appointment of an independent intellectual property expert to do so. This nominated officer or expert will investigate the matters in dispute and recommend a resolution to the Senior Deputy Vice Chancellor within 40 days of appointment. The Senior Deputy Vice Chancellor will then make a decision within 30 days of receipt of the nominated officer's or expert's recommendation.

If the dispute is not resolved by the procedure set out in this Section 6.5, the University or the Staff or Student making the complaint may commence formal legal proceedings.

All matters associated with any dispute arising from the application of this Policy by the University and its resolution must be kept confidential.

## **6.6 Review of this Policy**

This Policy will be reviewed by the University Council as specified by the University Council.

This Policy will continue to be in effect until it is formally repealed by the University Council, whether or not a review of the Policy occurs.

## **ANNEXURE A: UNIVERSITY COMMERCIALISATION PROCEDURES**

### **1) INTRODUCTION**

Commercialisation plays an important role in the advancement and utilisation of IP and promotes the reputation of the University. Accordingly the University undertakes the Commercialisation of IP.

The University has established Griffith Enterprise as the office responsible for the identification, assessment, protection and Commercialisation of IP created by Staff and Students of the University.

The procedures detailed in this document apply where Staff or Students seek the University's assistance with Commercialisation of IP, or the University is Commercialising University Owned IP.

The procedures should be read in conjunction with the Policy.

All terms which appear in italics throughout this Annexure are defined terms. These terms are defined in Annexure B of the Policy, and form part of this Annexure.

### **2) IDENTIFICATION & IP DISCLOSURE**

Griffith Enterprise identifies commercially valuable IP at the University. Creators are encouraged to assist the University to identify, assess, protect and Commercialise IP.

Creators should disclose IP created by them to Griffith Enterprise by completing the University's Intellectual Property Disclosure Form.

Please contact Griffith Enterprise if you require the University's Intellectual Property Disclosure Form.

### **3) COMMERCIALISATION AGREEMENT**

Prior to Griffith Enterprise assessing the disclosed IP, Creators are required to enter into a Commercialisation Agreement with the University.

The Commercialisation Agreement details various elements including:

- a) a framework for the assessment, protection, publication and Commercialisation of the IP through Griffith Enterprise;
- b) Assignment or confirmation of Assignment of the IP from all Creators to the University;
- c) agreement by the University to meet the costs of filing, prosecution and maintenance of the disclosed IP by the University (such matters to be undertaken at the discretion of the University);
- d) a framework for support from all Creators for the protection and Commercialisation of the disclosed IP;
- e) provision for the Assignment of the disclosed IP to the Creators, if the University elects not to proceed with the Commercialisation of the disclosed IP; and
- f) provision for the granting of entitlements to the Creators to share in the proceeds of Commercialisation of the disclosed IP, in accordance with the IP Policy.

Please contact Griffith Enterprise if you require the Commercialisation Opportunities - Assignment of Intellectual Property Deed.

Creators will be provided with the opportunity to obtain, and are encouraged to obtain, independent legal advice in relation to the Commercialisation Agreement. If a Student Creator is unable to afford legal expenses for that legal advice, and the University wishes to assess the Student Creator's IP, the University will pay for that legal advice, up to an amount approved in advance in writing by the Director, Griffith Enterprise.

### **4) COMMERCIAL ASSESSMENT**

Following execution of the Commercialisation Agreement, Griffith Enterprise will assess the commercial potential and protection requirements of the IP, and will provide to the Creators a Commercial Assessment and, in the event of a positive assessment, a Commercialisation Strategy.

Both documents will be provided to the Creators within ninety (90) days of the execution date of the Commercialisation Agreement. This period may be extended where additional information is required by the University from the Creators.

Within fourteen (14) days (or such agreed extended period) of the Creators receiving the Commercial Assessment and Commercialisation Strategy, the Creators must advise Griffith Enterprise in writing of



whether or not they are prepared to support the Commercialisation of the IP in accordance with the Commercialisation Strategy.

## 5) APPROVAL PROCESS

The approval process is as follows:

<b>Task</b>	<b>Responsible Party</b>	<b>Timeframe</b>
Intellectual Property Disclosure Form	Creators	Day < 0
Commercialisation Agreement	Director, Griffith Enterprise Vice President (Corporate Services)	Day 0
Commercial Assessment and Commercialisation Strategy provided to <i>Creators</i>	Griffith Enterprise	On or before Day 0 + 90
Recommendation provided to Senior Deputy Vice Chancellor	Griffith Enterprise	On or before Day 0 + 90
University approval to Commercialise	Senior Deputy Vice Chancellor	On or before Day 0 + 104
Creators confirmation to Griffith Enterprise to proceed on the basis of the Commercialisation Strategy	Creators	On or before Day 0 + 104
Implement the Commercialisation Strategy	Griffith Enterprise	Upon receipt of Creators confirmation to proceed and University approval

Within ninety (90) days of the execution date of the Commercialisation Agreement (or such agreed extended period), Griffith Enterprise will make a recommendation to the Senior Deputy Vice Chancellor as to whether or not the University should protect and / or Commercialise the IP.

The Senior Deputy Vice Chancellor will decide within fourteen (14) days after receipt of Griffith Enterprise's recommendation whether or not the University will Commercialise and/or protect the IP.

If the Senior Deputy Vice Chancellor makes a decision to Commercialise the IP, this decision will be subject to Griffith Enterprise obtaining confirmation from the Creators that they are all prepared to support the Commercialisation of the IP in accordance with the Commercialisation Strategy.

If the University decides not to Commercialise the IP or the Creators are not prepared to support the Commercialisation of the IP in accordance with the Commercialisation Strategy, the University may amend the Commercialisation Strategy or choose not protect and Commercialise the IP.

The time frames stipulated above may be altered with mutual written agreement as between the University and the Creators.

## 6) PROTECTION, PROSECUTION & ENFORCEMENT

Where appropriate and required for Commercialisation of the IP, and subject to execution of the Commercialisation Agreement, Griffith Enterprise will prepare or have prepared documents to file for the registration of IP rights to protect the IP within 30 days of the decision of the Senior Deputy Vice Chancellor (or other such timeframe as agreed in writing between the University and the Creators).

IP rights will be filed with the University as applicant and, where appropriate and legally required, patent applications will name the relevant Creators as inventors.

Griffith Enterprise will prosecute, maintain and enforce the IP rights on behalf of the University. Commercialisation Agreements will require Creators to co-operate in the drafting, filing, prosecution and enforcement of IP rights (as applicable).

All prosecution, maintenance and enforcement of IP rights are at the sole discretion of the University.

Subject to the terms of the Commercialisation Agreement, the University will be responsible for all costs of protection, maintenance, enforcement and Commercialisation of IP undertaken on behalf of the University.

#### **7) COMMERCIALISATION**

Griffith Enterprise will Commercialise the IP in accordance with the Commercialisation Strategy (as varied from time to time in consultation with all Creators).

#### **8) IP TO CREATORS**

Subject to the terms of the Commercialisation Agreement, if the University determines in its sole discretion that the University is unable to successfully Commercialise the IP, the University will Assign the IP to the Creators upon request.

Subject to the Assignment of the IP to the Creators, and the application of the Private Practice Policy, the Creators may Deal With the IP in their private capacity.

Refer to Private Practice Policy.

Approvals required for Private Practice are administered by the Office of Human Resource Management.

## ANNEXURE B: DEFINITIONS USED IN THIS POLICY

**"Academic Group"** means the highest level of academic organisational unit of the University as designated by the University from time to time, including each of the Offices of the Pro Vice Chancellor of:

- a) Arts, Education and Law;
- b) Business;
- c) Health; and
- d) Griffith Sciences.

**"Administrative Division"** means the highest level of non-academic organisational unit of the University as designated by the University from time to time, including the Offices of the Deputy Vice Chancellor (Academic), Senior Deputy Vice Chancellor, Deputy Vice Chancellor (Engagement), and each of the Offices of the Vice President/Pro Vice Chancellor of:

- a) Corporate Services;
- b) Information Services; and
- c) International.

**"Administrative Office"** means a non-academic organisational unit within an Administrative Division of the University as designated by the University from time to time.

**"Assign, Assignment or Assigned"** means the complete transfer of ownership from one party to another party.

**"Benefit Sharing Arrangements"** means any formal written agreement(s) that the University may have entered into, or may be required to enter into, with External Organisations including the Government, Indigenous peoples or Indigenous organisations, which allow for:

- a) the funding of Government Funded University Research Facilities;
- b) University access to native title areas;
- c) University access to, collection and use of native flora and fauna; or
- d) University access to traditional knowledge of Indigenous people and communities.

**"CCR"** means Consultancy and Commercial Research as defined in the Consultancy and Commercial Research Policy of the University.

**"Commercial Assessment"** means the document that Griffith Enterprise provides to Creators in response to their IP disclosure, providing its assessment of the commercial potential and protection requirements in respect of their IP disclosure.

**"Commercialisation, Commercialised or Commercialise"** means the direct or indirect exploitation of IP for the purpose of generating income or making a capital gain, including the Licensing or Assignment of IP to a third party to use, make, have made, distribute, market, sell, have sold, hire out, import, lease, supply, or otherwise dispose of a product or process for consideration.

**"Commercialisation Agreement"** means the Commercialisation Opportunity – Assignment of Intellectual Property Deed that a Creator is required to enter into with the University, before Griffith Enterprise provides its Commercial Assessment and Commercialisation Strategy, setting out the contractual rights and obligations as between the Creator and the University.

**"Commercialisation Revenue"** means the gross proceeds arising directly from the Commercialisation of IP by the University and actually received in available cash funds by the University in consideration for the grant of a right to Commercialise IP, not including any amounts received which are in consideration for other obligations such as CCR, the conduct of contract or collaborative research or development, or other expenditure obligations, and less all taxes forming part of such amounts.

**"Commercialisation Strategy"** means the document that Griffith Enterprise provides to Creators in response to their IP disclosure, providing a strategy for the Commercialisation of the IP.

**"Commercialisation Costs"** means costs incurred by the University in the course of the protection, maintenance and enforcement of the IP and the Commercialisation of the IP being:

- a) legal fees and cost incurred for external attorneys for filing and prosecution of patents, trademarks or other registered rights, maintenance, defence and enforcement;
- b) fees and costs incurred for external expert advice (including but not limited to legal, tax, business or Commercialisation);
- c) revenue shares agreed to be disbursed to External Organisations involved in the creation of the IP;
- d) revenue shares required to be distributed under Benefit Sharing Arrangements;

- e) royalties or other Licence or other payments for Licences required to Commercialise the IP;
- f) re-payments of funds to the Griffith Enterprise Innovation Fund or other such internal University funded schemes; and,
- g) all taxes paid and payable by the University in respect of Commercialisation of the IP.

“**Confidential Information**” means all information that is not in the public domain, which is by its nature confidential or that has been designated as confidential by the disclosing party and includes but is not limited to trade secrets, know-how, financial information and other commercially, scientifically or academically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible).

“**Contractor**” means a person who or business that from time to time provides goods or services to the University under terms specified in a contract between the Contractor and the University.

“**Creative Works**” means original works in which copyright subsists, including artistic works, literary works, dramatic works, musical works, cinematograph films, sound recordings, broadcasts, digital media works, multi-media works and certain types of performances, that are primarily intended to be artistic or entertaining in character (but not including Scholarly Works or Educational Materials).

“**Creator**” means a Staff or Student, who in the case of:

- a) works and other subject matter in which copyright subsists, is an author of the work or (in the case of subject matter other than works) another first holder of copyright as determined under the Copyright Act 1968;
- b) an invention, is an Inventor of the invention as determined under the Patents Act 1990;
- c) a design, is a Designer as determined under the Designs Act 2003;
- d) plant varieties, is a Breeder as determined under the Plant Breeder’s Rights Act 1994; or
- e) any other IP right, is a natural person whose acts caused the IP to come into existence.

“**Deal With, Dealing With or Dealt With**” means to enter into any agreement relating to IP to dispose of, grant rights to, Commercialise, mortgage, charge, lien or otherwise encumber any IP.

“**Disclosure**” means divulging IP to an External Organisation (including a person) by publication, any written or oral presentation, poster, abstract, thesis, news story, discussion, display of a prototype, exhibition, use or sale.

“**Educational Materials**” means works, created by Staff, in which copyright subsists which are created or used for the primary purpose of teaching and educating at the University (in any medium), including but not limited to course and curriculum designs (including course software), notices, guides, lecture notes, audio-visual aids, including such materials produced using any and all electronic means and whether delivered in a copy or digital format, demonstration prototypes developed for teaching purposes, assessment and examination instruments, marking instruments, including all academic papers and anthologies produced for or provided to Students or Staff for the purposes of teaching and educating at the University (but not including Scholarly Works or Creative Works).

“**Element**” means any school, faculty, or department within an Academic Group and includes all Griffith University Research Centres (as defined in Section 2.0 of the University’s Research Centres and Institutes Policy) and colleges, and any Administrative Office within an Administrative Division.

“**Enrol**” “**Enrolled**” or “**Enrolment**” means the act of a Student accepting an offer of admission and registering for courses at the University, by carrying out the specified enrolment procedures of the University.

“**External Organisation**” means a legal entity other than the University, including but not limited to granting bodies, other academic or research institutions, and industry partners.

“**Funding Agreement**” means a formal written agreement between the University and an External Organisation (including funding body and / or other research participant(s)) in relation to the receipt and administration of research funds.

“**Government**” means the government of any State or Territory of Australia, which includes but is not limited to any State, Territory or Federal government agency, statutory body or government owned corporation.

“**Government Funded University Research Facility**” or “**Government Funded University Research Facilities**” means each of the following facilities or research units:

- a) The Eskitis Institute for Drug Discovery;
- b) Queensland Compound Library;
- c) Queensland Tropical Health Alliance;
- d) Institute for Glycomics;
- e) Queensland Microtechnology Facility;
- f) Smart Water Research Centre; and

- g) any other Government funded research facility established at the University from time to time that is governed by an agreement which incorporates benefit sharing provisions.

**“Griffith Enterprise”** means the office established by the University that is responsible for the identification, assessment, protection and Commercialisation of IP created at the University. From time to time the University may allocate or delegate these responsibilities to different offices or groups within the University. In this Policy, all references to “Griffith Enterprise” include any such other offices or groups.

**“Intellectual Property”** or **“IP”** means all statutory and other proprietary rights (including without limitation, rights of registration or application for registration) relating to:

- a) artistic, dramatic, literary and musical works in which copyright subsists;
- b) scientific works (including field and laboratory notebooks) in which copyright subsists;
- c) cinematographic and multimedia works in which copyright subsists;
- d) performances of performing artists, sound recordings and visual and/or sound broadcasts in which copyright subsists;
- e) patentable and non-patentable inventions and discoveries;
- f) registered and unregistered trade marks, designs, plant varieties;
- g) circuit layouts and topographies;
- h) databases, computer software and related material not otherwise coming within any of the other designated items of IP;
- i) Confidential Information; and
- j) all other rights resulting from intellectual activity in all fields of human endeavour,

but does not include any Moral Rights.

**“Head of Element”** means the person who is the head of an Element, including directors of each University Research Centre.

**“Licence”**, **“Licensed”** or **“Licensing”** means a contract where the owner of IP (the ‘Licensor’) gives permission to another party (the ‘Licensee’) to Commercialise or use that IP.

**“Moral Rights”** has the same meaning as defined in the Copyright Act 1968 (Cth).

**“Net Proceeds”** means the amount that is equal to the value of Commercialisation Revenue less Commercialisation Costs.

**“Office for Research”** means the office established by the University that is responsible for administering and managing research grants. From time to time the University may allocate or delegate these responsibilities to different offices or groups within the University. In this Policy, all references to “Office for Research” include any such other offices or groups.

**“Private Practice”** means activities that are covered by the University’s Private Practice Policy, whereby Staff conduct work for an External Organisation in their own private and personal capacity and without use of University Resources or facilities.

**“Policy”** means this Griffith University Intellectual Property Policy.

**“Reproductions”** means copies, photographs, replicas or any other reproduction (in any format) of Creative Works.

**“Scholarly Works”** means works in which copyright subsists, being works and materials that are the conventional output of academic Staff, and are based on the Staff’s scholarship, learning or research, including but are not limited to academic publications, journal articles, presentations, papers, and books (including textbooks), and any such materials produced by Staff using any and all electronic means, whether they are delivered in a copy or digital format (but not including Creative Works or Educational Materials).

**“Staff”** means the Vice Chancellor, any one of the Deputy Vice Chancellors, Pro Vice Chancellors, other members of the University Executive, members of academic staff and general staff. Staff includes any person appointed to a visiting, adjunct, honorary, joint or sessional appointment by way of written employment contract with the University (including but not limited to any externally funded academic titleholder who is engaged pursuant to a relevant agreement between the titleholder’s employer and the University).

**“Student”** means any person who has an active Enrolment status in a program of the University.

**“Visitor”** means persons visiting any campus of the University for a period of time, who are not Staff or [Students](#). Visitors may include persons with unpaid appointments made by the University except as provided to the contrary in written agreements between the University and those persons.

**“University”** means Griffith University, a body corporate established by the Griffith University Act 1998 (Qld).

**“University Commissioned Work”** means a specific, defined program of work intended to result in specified outcomes or outputs required by the University that the University has specifically employed, engaged or requested Staff, Students, Visitors or other third parties to produce, whether in return for special payment or not. University Commissioned Work includes but is not limited to University internal granting schemes, Griffith Enterprise Innovation Fund projects and projects that are the subject of specific agreements.

**“University Owned IP”** means all legal and beneficial rights that the University has to IP, including without limitation those rights to IP that is created by:

- a) Staff acting in pursuance of their terms of employment with the University;
- b) Staff who owe fiduciary obligations to the University in relation to the creation of such IP, including, but not limited to, those obligations that arise due to the utilisation of University Resources;
- c) Staff, Students, Visitors, Contractors or External Organisations who have expressly Assigned to the University all rights, title and interests in the IP they have created, whether this Assignment was done before or after they created the IP; or,
- d) any person (including but not limited to Staff and Students) who is granted access to Confidential Information of the University and who has utilised that Confidential Information to further develop existing IP or to develop new IP.

**“University Resources”** means resources provided by the University, including (without limitation):

- a) time of Staff or Contractor to the University during normal working hours of that person;
- b) financial support, but excluding University internal granting schemes and the Griffith Enterprise Innovation Fund;
- c) logistical support;
- d) use of equipment or facilities;
- e) consumable goods;
- f) services provided by Staff or Students;
- g) samples and collections owned by the University; or
- h) University Owned IP.