

Intellectual Property: Student IP - Procedures

Definitions

Please refer to the University's Intellectual Property - Governing Policy and Glossary of Terms for policies and procedures for terms and definitions used in these procedures. These are critical to its interpretation and effectiveness.

1. Purpose of procedure

In general, these procedures relate to higher degree by research (HDR) students participating in research projects, but may also include coursework students who are given the opportunity to participate in a University research project, for example a Bachelor Honours student.

These procedures set out the operation and administration of the Intellectual Property - Governing Policy in relation to student intellectual property (IP).

These procedures complement the Intellectual Property - Governing Policy and are compliant with the University's obligations under the National Principles of Intellectual Property Management for Publicly Funded Research.

2. Student participation in research projects

2.1 The University encourages students to participate in and to contribute to the University's research projects.

2.2 The University recognises that the primary purpose of the scholastic activities of students is to gain the award of a degree. It is an important core function of the University to provide research opportunities to students for that purpose.

2.3 The University recognises that students, not being employees of the University, personally own Intellectual Property that they generate.

2.4 The University also recognises that students may, in exceptional circumstances, participate:

- (a) in projects that are externally funded, where the University will have contractual obligations to third parties; or
- (b) in projects that have Commercialisation potential or objectives, where the University will seek to Commercialise the Intellectual Property arising from the project; or
- (c) in a program of work or research which has been funded internally with substantial resources, including but not limited to Staff salary, the University's infrastructure, the University's equipment, research consumables and in-kind contributions.

2.5 If students participate in projects described above in clause 2.4, the University may be expected to require that any Intellectual Property created by the student be assigned to the University prior to the commencement of the project. The student's supervisor is responsible for initiating these discussions regarding assignment with the student.

2.6. Such an assignment will not extend to copyright in the student's thesis. The student will retain ownership of the copyright in the thesis.

2.7 The purpose of the assignment is to enable the University to:

- (a) meet its contractual obligations to third parties; and/or
- (b) commercialise the Intellectual Property; and/or
- (c) continue its scholarly endeavours and research activities unfettered.

APPROVAL AUTHORITY

Deputy Vice-Chancellor (Research and Innovation)

RESPONSIBLE EXECUTIVE MEMBER

Deputy Vice-Chancellor (Research and Innovation)

DESIGNATED OFFICER

Director, Office of Research

FIRST APPROVED

28 September 2018

LAST AMENDED

1 October 2018

REVIEW DATE

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STATUS

Active

2.8 Such an assignment must provide for a student to receive a share of Commercialisation Revenues along with other Creators, in accordance with the Intellectual Property – Governing Policy.

2.9 Such an assignment must also guarantee that a student will not be prejudiced in the student submitting a thesis for examination (if applicable) and will not prejudice the student's right to complete the requirements for the award of a degree.

2.10 A student may choose not to assign Intellectual Property to the University.

2.11 If the student makes this choice not to assign Intellectual Property to the University:

(a) the student's supervisor, in conjunction with the student, will develop an alternative research program, of equal academic merit, that does not have a commercial expectation, and which is not subject to contractual obligations to third parties; and

(b) the student must be excluded from the research projects described above in clause 2.4.

2.12 On each occasion where a student is considered for participation in a project where the project:

(a) has commercial potential or objectives; or

(b) is subject to contractual obligations to third parties; or

(c) where the student's supervisor requests that any Intellectual Property created by the student be assigned to the University,

The University will provide the student package to the student which includes the assignment agreement.

2.13 The student package will comprise:

(a) the assignment agreement and accompanying Certificate by Independent Legal Adviser;

(b) the accompanying letter addressed to the student;

(c) an acknowledgement form; and

(d) other documents as may be required.

2.14 Students are strongly encouraged to obtain independent legal advice about the nature and effect of the assignment agreement.

The University will contribute up to \$200 to the cost of that legal advice, or such other amount as the Deputy Vice Chancellor (Research and Innovation) approves.

2.15 For the purposes of these procedures, Legal Advisor is defined as a person who is admitted to practice as a solicitor of the Supreme Court of Queensland.

END

RELATED DOCUMENTS

- Intellectual Property - Governing Policy

LINKED DOCUMENTS

- Intellectual Property - Governing Policy

RELATED LEGISLATION / STANDARDS

- National Principles of IP Management for Publicly Funded Research