



Intellectual Property (Students) policy

Section 1 - Preamble

(1) This Policy was approved by the Vice-Chancellor on 30 May 2012.

(2) Governing legislation

- a. [Statute 9.1 - Intellectual Property](#)
- b. [Regulation 9.1\(1\) - Intellectual Property](#)

Section 2 - Purpose

(3) This Policy governs the development and commercialisation of Intellectual Property.

Section 3 - Scope

(4) This Policy applies to all students of the University.

(5) The [Intellectual Property procedure](#) documents how to comply with this Policy.

Section 4 - Policy

Ownership

(6) Subject to contractual and any collaborative arrangements, the University acknowledges that students own the Intellectual Property subsisting in their work.

(7) There are however, circumstances surrounding the creation of Intellectual Property where students may not be the sole owner or are contractually obliged to assign their ownership rights in the Intellectual Property they create. For example:

- a. students may work with other students in the preparation and production of an assessment task. The Intellectual Property created collaboratively will be jointly owned between the University and the relevant students.
- b. students may undertake undergraduate or postgraduate industry placements. There may be a requirement for prior assignment of any Intellectual Property created to the company hosting or sponsoring the placement.
- c. postgraduate students may receive external funding to wholly or partially support their studies. It may be a condition that in return for that funding, the student wholly or partly assigns their Intellectual Property to the industry sponsor prior to receipt of support.
- d. the student may be part of a collaborative team involving academic and research staff, where Intellectual Property is jointly owned by the parties involved.

Support provided by the University to students undertaking higher degrees by research

(8) Supervisors of students undertaking a higher degree by research (HDR) must discuss the Intellectual Property implications of a student's research project at the outset of the project.

(9) The University will assist HDR students and their supervisors in identifying, managing and, where appropriate, commercialising Intellectual Property by providing Intellectual Property management advice and assistance with third party agreements through Deakin Research Commercial.

(10) The University will assist HDR students and their supervisors with the implications for thesis examination and publication through Deakin Research Training.

Assignment or commercialisation of Intellectual Property

(11) Honours, postgraduate and in some cases undergraduate students, may be requested by the University or other parties to licence or assign the Intellectual Property they may create (or have created) in the course of their research to the University or another party. Circumstances where this may be requested include:

- a. the student is involved in an industry or other external placement and the requirement to assign is part of the conditions of the placement
- b. the student is participating in a collaborative team project (i.e. their work forms part of a planned research program and the Intellectual Property developed forms part of the program outcomes, for example in a Cooperative Research Centre, University Institute, or similar activity)
- c. there is collaboration with another researcher (other than their supervisor) or a research team within or outside the University
- d. the student's research requires the use of pre-existing University Intellectual Property (for example, work which is the subject of a provisional or complete patent application) or there is an intention of the University to file a patent application
- e. the student receives partial or full funding for a research project or stipend from industry or other sources not being through a Commonwealth or University allocated competitive scholarship. (Note: ARC Linkage scholarships may require an assignment or licensing of Intellectual Property)
- f. the student is fully or partially funded under research or other contractual agreements which require University ownership of Intellectual Property.

(12) When a student's thesis contains confidential information belonging to the University or a third party, restrictions on publication and access to the library copy of the thesis may be required.

Assigning Intellectual Property to a third party

(13) Where a third party (such as an industry partner) funds a student project, there will be a written agreement entered into by the University, the third party and the student, which documents the terms and conditions on which the project is to be undertaken.

(14) Deakin Research Commercial provides assistance with standard agreements and negotiating tailored arrangements where required.

(15) Administration of undergraduate agreements post-signing will be managed by each faculty.

(16) Administration of higher degree by research agreements post-signing will be managed by Deakin Research.

(17) In both 15 and 16 (above), the agreement may require the student to assign his/her Intellectual Property in the project outcomes. Where students agree to assign their Intellectual Property in patentable inventions, they will also be

required to sign assignments at various stages of the patent application process.

(18) As students are not employees of the University, the University cannot provide students with legal advice in these matters. The University recommends that students seek independent legal advice before signing such an agreement. Supervisors have discretion to provide up to \$400.00 from project funds to assist students to seek independent legal advice.

Assigning Intellectual Property to the University for commercialisation purposes

(19) Where a student is a co-inventor of Intellectual Property which has potential for commercialisation, the student will be asked to assign his/her rights to the University.

Distribution of revenues from commercialisation of student Intellectual Property

(20) Students, who assign Intellectual Property, that they created during their studies, to the University, are entitled to share in any net commercialisation returns generated from that Intellectual Property as per the [Intellectual Property \(Staff\) policy](#).

Student placement agreements

(21) Students who undertake a placement with an external agency or party as part of their course (whether a higher degree by research or undergraduate course of study), are required to agree to terms of the placement with the University and the placement provider, which will also address Intellectual Property created by the student during the placement. Students and their supervisors will be supported by their Commercial Manager, Deakin Research.

Section 5 - Procedure

(22) Refer to the [Intellectual Property procedure](#).

Section 6 - Definitions

(23) There are no definitions arising under this Policy.

Status and Details

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Effective Date	1st February 2016
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