



INTELLECTUAL PROPERTY PROCEDURE

Governing Policy [Intellectual Property Policy](#)

Purpose

This procedure provides guidance on AIB requirements and provisions with respect to Intellectual Property Rights.

Definitions

Unless otherwise defined in this document, all capitalised terms are defined in the [glossary](#)

Procedure

1. Intellectual Property created in course of work for AIB

- 1.1. Staff, directors, officers, external appointees on any AIB board or committee, volunteers and contractors (in this Procedure, collectively referred to as “Persons”) assign (or if unassignable, licence) to AIB all existing and future Intellectual Property Rights in all Materials created or generated:
 - (a) In connection with or related to their employment with or engagement by AIB or provision of goods or services to AIB;
 - (b) Using any information, equipment or facilities of AIB;
 - (c) For the benefit of AIB, regardless of whether it was created:
 - (i) by them alone or with AIB, or its directors, officers or employees or others; and
 - (ii) before or after this Procedure commenced.
- 1.2. Persons must sign all necessary documents and do all things necessary immediately at AIB’s request to establish and protect any of AIB’s Intellectual Property Rights and to assign or (if unassignable) licence any of their Intellectual Property Rights to AIB. AIB will bear the cost of doing so. This obligation continues after the end of their employment with or engagement by AIB or agreement for the provision of goods or services to AIB ends.
- 1.3. Persons must disclose to AIB all Materials as they are created or generated and must warrant that in:
 - (a) creating or generating all Materials; and
 - (b) supplying all goods and services to AIB, they will not infringe the Intellectual Property Rights of any other person.

- 1.4. Former Persons who wish to use Materials which they prepared or used at or in relation to AIB must obtain written permission from the Chief Executive Officer. AIB may restrict or prohibit the use of its Intellectual Property Rights at its discretion.

2. Intellectual Property of Candidates and Students

- 2.1. AIB acknowledges that at law, ownership of Intellectual Property created by a Candidate or student in the course of their studies with AIB is likely to vest with them as the originator on its creation. AIB therefore makes no claim to ownership of Intellectual Property Rights created wholly by a Candidate or student, except where:
 - (a) They have developed or created (whether wholly or in part) the Intellectual Property Rights in the course of working as a staff member of AIB or on behalf of AIB, in which case it will be owned by AIB;
 - (b) A third party has developed or created (whether wholly or in part) the Intellectual Property Rights for or behalf of AIB, in which case it will be owned by AIB; or
 - (c) Agreed in writing by AIB and a Candidate or student.
- 2.2. In certain cases (for example, where a Candidate works on a research project with or under the supervision of AIB's staff), it may be appropriate for AIB to require the Candidate to assign or licence Intellectual Property Rights to AIB and provide a waiver of moral rights in favour of AIB upon request. AIB will take reasonable steps to ensure that the moral rights of originators are respected.
- 2.3. Nothing in this procedure shall restrict the rights of Candidates to hold copyright in their theses and other forms of assessment exercises and to submit these for examination. AIB requires its examiners to keep confidential the contents of a thesis where necessary to enhance or preserve the value of Intellectual Property Rights contained therein.
- 2.4. In the case of Candidates and students undertaking research projects involving their own or another workplace where that workplace agrees to participation only on the basis of the protection of its own Intellectual Property Rights and the confidentiality of commercially sensitive information, then AIB will assert no Intellectual Property Rights over any of the Materials created by the Candidate or student, and will require staff, examiners and agents to keep confidential the contents of the Materials.

3. Sharing of Financial Returns

- 3.1. An equitable return will be provided to Candidates and students on the financial returns from the commercial exploitation of students' Intellectual Property under section 1 of this Procedure.
- 3.2. Any equitable return in relation to 1.1 above will be determined by AIB acting reasonably and, without limitation, the costs of, and reasonable charges related to, protecting, maintaining protection, marketing, administering and commercializing an item of Intellectual Property shall be a first charge against revenues received.

Related Forms:

Assessment Release Form
Talent Release Form

Related Legislation or Legislative References:

Copyright Act 1968 (Cth)

Designs Act 1906 (Cth)

Patents Act 1990 (Cth)

Trademarks Act 1995 (Cth)

Responsibility:

CEO or nominee

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