



Intellectual Property Policy

1. Purpose

This policy sets out how King's Own Institute (KOI) will promote and protect the development of Intellectual Property (IP) by its staff, students and partners and manage the commercialisation and dissemination of IP when appropriate.

2. Scope

This policy applies to all staff, students and partners of KOI, except where there is a specific written agreement providing for alternative arrangements.

3. Definitions

For the purposes of this policy:

Intellectual Property (IP) means:

- statutory and proprietary rights in relation to copyright and neighbouring rights including, literary works, dramatic works, musical works, artistic works, film, sound recordings, radio and TV broadcasts, published editions of works, and computer programs
- all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts
- all other rights with respect to IP as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation
- all rights in relation to traditional and indigenous knowledge
- biological material
- confidential Information, including trade secrets and know how, protected in Australia under the common law and equity
- all similar intellectual and industrial property.

Commissioned Work means a specific work which KOI has directed or requested a staff member to create, over and above the staff member's usual teaching, administrative or other duties, and includes a work created where the staff member is remunerated over and above the staff member's usual salary. A commissioned work may include course work, creative works or scholarly works.

Commercialisation means the process of developing and applying science, technology, research or an invention into a product, service or process which may also include the exploitation of, or dealing in, IP for the purpose of generating a commercial return or benefit.

Confidential Information includes commercially valuable information and trade secrets but it may also extend to personal information as well as secret or sacred information usually communicated by indigenous people.

Copyright means all rights in the nature of copyright pursuant to the Copyright Act, including literary works, course materials, dramatic works, musical works, artistic works, films, sound recordings, broadcasts, published editions and certain types of performances.

Course Materials means materials used in a course for the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, and other teaching activities conducted by KOI, and includes overhead transparencies, slides, photographs, maps, diagrams, handbooks, manuals, course outlines, exercises, computer programs and multimedia works that serve a teaching function.

Course of Employment includes any work undertaken by a staff member within the scope of duties described in the staff member's contract of employment, duty statement, position description, external consultancy or other work carried out on behalf of KOI, work which may be inferred as in the course of employment by reason of use of KOI resources or KOI's name or by involvement of other KOI employees.

Creative Works means works of a purely artistic or aesthetic nature (such as paintings and sculpture), and which are not otherwise included in the definition of 'Scholarly Works' under this policy.



Scholarly Works means works, such as scholarly books, articles, musical and dramatic works, but does not include works which are course materials.

Student means any person currently enrolled or enrolled at the time of creation of intellectual property, in any degree, diploma, award course, subject or unit offered by KOI whether on a full-time or part-time basis, or at an undergraduate or postgraduate level.

4. IP developed by staff

Unless otherwise agreed in writing, KOI will, in its capacity as an employer, own all intellectual property developed by staff members in the course of employment with KOI. A staff member shall not, without the prior written permission of KOI, apply for registration of intellectual property in the name of the staff member if that intellectual property is created in the course of employment.

Moral rights are conferred on individual authors under the Copyright Act. These rights include, in relation to an author:

- a right of attribution of authorship; or
- a right not to have authorship falsely attributed; or
- a right of integrity of authorship.

Moral rights are not transferred and can only be exercised by an individual author (or co-authors) of a copyright work.

Employees must avoid premature disclosure of inventions, material or information which may constitute intellectual property. The consequences of such a disclosure may prevent KOI from obtaining protection or registration of intellectual property and may result in loss of commercial opportunity. The CEO and President must be consulted prior to any disclosure of new inventions or developments in publications, to the media or otherwise to any third party.

Scholarly works and creative works

Subject to KOI's claims in the intellectual property in commissioned works, KOI grants ownership of copyright in scholarly works or creative works created by a staff member in the course of employment to the staff member. The exception is where the scholarly works or creative works have been created pursuant to legally binding agreements with external funding bodies or commercial partners which otherwise vest ownership in the scholarly works or creative works.

The grant of ownership of copyright in scholarly works or creative works is subject to the reservation to KOI of a non-exclusive, perpetual, irrevocable, royalty free licence to use the scholarly works or creative works for its teaching and research purposes.

The CEO and President must be consulted prior to the publication or disclosure of scholarly works and creative works to any third party that directly or indirectly refers to or infers a connection with KOI. The CEO and President has the authority to require amendment to or deletion from such scholarly works and creative works any references that directly or in directly refers to or infers a connection with KOI prior to the publication or disclosure of such scholarly works and creative works to any third party.

Commissioned works

Intellectual property in commissioned works, pursuant to the contract or arrangement by which the work is commissioned, will be owned by KOI. As a condition of the contract or arrangement, the contractor warrants that KOI is free to use and adapt the work without infringing any third-party intellectual property rights.

Course materials

KOI owns copyright in course materials created, developed and presented by staff members of KOI in the course of their employment. KOI may license the use of such copyrighted materials by staff members in forums external to KOI at its sole discretion.

KOI grants to the creator of the course materials a perpetual, personal, royalty free, non-exclusive, non-transferable licence to use such course materials generated by that creator (but not to the extent that such course materials are generated or contributed to by other staff, students or partners) solely for teaching, educational and research purposes only at other educational institutions. The creator may not use the course



materials at institutions in direct competition with KOI and may not sublicense all or any part of the course materials to others to generate royalties or license fees.

5. IP developed with partners

KOI owns the following IP created with partners:

- works created during the course of the appointment with KOI while working on a KOI project
- works created using KOI resources
- teaching materials for KOI
- works created while participating in any project or program funded by KOI
- works created where creation arises from the use of any IP created or owned by KOI.

Subject to the terms of any agreement to the contrary, KOI does not assert ownership of works created by affiliates in circumstances outside those described above. The owner of such works created by affiliates in circumstances outside those described above grants to KOI a non-exclusive, free, irrevocable licence to use such IP and to sub-licence other parties to do so.

6. Students

Students, as they are not employees of KOI, generally own the intellectual property that they create, subject to any written agreement to the contrary entered into by the student.

KOI owns the following IP created by students:

- works created or developed jointly with staff where the student is deemed by KOI to be a co-creator or co-developer
- works created with use of KOI resources
- works created using IP already owned by KOI or licenced to KOI
- works otherwise specified and agreed to in writing by the student.

Where the intellectual property is created under an agreement involving the student, KOI and an industry partner, ownership will be determined by the terms of the agreement.

Subject to the terms of any agreement to the contrary, KOI does not assert ownership of works created by students in circumstances outside those described above. The owner of such works created by affiliates in circumstances outside those described above grants to KOI a non-exclusive, free, irrevocable licence to use such IP and to sub-licence other parties to do so.

Where a staff member is also a student, the student status takes precedence where the subject matter of the student's study is similar to the subject matter of the work for which the person is employed.

7. Commercialisation of IP

KOI may use reasonable endeavours to commercialise IP that it owns and considers suitable for commercialisation. The process of commercialisation may be undertaken in collaboration with the creator(s) of the IP and in accordance with this policy. It will be the decision of KOI, in its absolute discretion, whether to proceed with, continue, or exit from commercialisation activities.

If KOI commercialises any IP it owns, it will distribute a share of net commercialisation revenues to creators that have a recognised interest in the IP that has earned that revenue. Net commercialisation revenues will be distributed in the following manner:

- 50% to be shared among all the creators (staff members, and/or students)
- 50% to KOI for its general purposes, with the expectation that it will be used to foster research and scholarship.

8. Clarification of Ownership and Mis-use of Intellectual Property

In the event that a dispute arises regarding the ownership of Intellectual Property or where Intellectual Property has been mis-used contrary to the requirements of this Policy, the principles and relevant processes set out in the:



- Staff Code of Conduct
- Student Code of Conduct
- Staff Complaints and Appeals Policy
- Student Complaints and Appeals Policy

or other relevant policies should be followed in order to resolve the matter or invoke disciplinary action.

Document control

Policy title	Intellectual Property Policy
Policy Owner	CEO and President
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Date of implementation	23 November 2024
Date of next review	1 July 2027 for implementation by 1 January 2028
Principal Updates	Insertion of paragraph requiring approval to be sought if KOI is referenced in any publication. Insertion of Section referencing processes to be followed in the event of a dispute or breach of the policy.

*****END OF POLICY*****