
INTELLECTUAL PROPERTY POLICY

1. Purpose

- 1.1 The purpose of this policy is to guide the management, protection, sharing and commercialisation of Intellectual Property (IP) at the Ikon Institute of Australia (Ikon).
- 1.2 Ikon views the protection of IP rights as critical to academic integrity and innovation amongst its staff and students. A consistent approach to IP is vital to ensuring compliance with relevant legislation and the proper handling of IP created by staff, students, or other parties at Ikon.
- 1.3 This policy outlines the mechanisms through which Ikon shall ensure that IP is properly protected and establishes the procedures for managing research activities and partnerships, and the commercialisation of IP.

2. Scope

- 2.1 This policy applies to all students, staff and other parties at Ikon.
- 2.2 This policy is incorporated by reference to the contract of employment of staff, the terms and conditions of enrolment of students, and any agreements under which other parties are engaged at Ikon.
- 2.3 This policy shall survive the termination of any employment, enrolment or other form of engagement at Ikon.

3. Related Documents

This policy should be read in conjunction with the following documents:

- Copyright Policy
- Academic Integrity and Misconduct Policy
- Academic Freedom Policy
- Governance Guidelines
- Scholarly Activities Policy
- Grievance and Appeals Policy
- Course Development Policy
- Course Review Policy

This policy and related documents can be accessed via the [Policy and Procedures](#) section of the Ikon website, and the student and staff policy libraries.

4. Definitions

“**Commercialise**” means to exploit, trade in, or otherwise deal with IP to gain or attempt to gain financial or other benefit, and “**Commercialisation**” has a corresponding meaning.

“**Creator**” means the staff, student, or other party responsible for creating IP, or otherwise contributes to IP, whether alone or jointly with another person.

“Ikon IP” means any Intellectual Property owned by Ikon, the Teaching Materials, and any Intellectual Property that Ikon asserts ownership over in accordance with this policy and/or any other written agreement between Ikon and the Creator.

“Ikon Resources” means any and all resources of Ikon, including but not limited to, Ikon IP and facilities, services, equipment, and staff of Ikon.

“Intellectual Property” or **“IP”** means any and all intellectual and industrial property rights (including present and future intellectual property rights) anywhere in the world and includes (but is not limited to) rights in respect of or in connection with:

- copyright (including future copyright and right in the nature of or analogous to copyright), including in original literary, artistic, dramatic and musical works, cinematograph films, broadcasts, sound recordings, published editions, multimedia and computer programs, software, and source and object code
- trade marks (whether registered or unregistered)
- designs for the shape or appearance of goods and objects
- inventions, including patents for new or improved products or processes
- business names, domain names and company names
- any related confidential information, trade secrets, including know-how, and other confidential or proprietary information, including any right to have information kept confidential

but does not include Moral Rights.

“Moral Rights” has the meaning given in the *Copyright Act 1968* (Cth) and includes:

- an author’s right to be identified as the author of a work (known as the right of attribution)
- an author’s right to take action against false attribution (known as the right not to have authorship of a work falsely attributed)
- an author’s right to object to derogatory treatment of their work that affects their honour or reputation (known as the right of integrity of authorship)

“Other Parties” means any person who takes part in any activity at Ikon and includes, but is not limited to, any consultants, contractors, visitors or research partners to Ikon, whether they are engaged by Ikon directly or through an agency.

“Staff” or **“Staff Member”** means a person that is an employee of Ikon, including academic staff and professional staff whether employed on a full-time, part-time, sessional or casual basis.

“Student” means a person enrolled in a course or program of study conducted by or on behalf of Ikon.

“Teaching Materials” means all works created by staff, students or other parties in the course of, or for use in, teaching at Ikon (including but not limited to lecture notes and material, presentations, syllabi, handouts, study guides, course software and assessment materials) regardless of format (including but not limited to print, digital, electronic, multi-media presentations and web content), but excludes personal lecture notes by staff that are not made available to students, or personal notes taken by students to assist in their own study.

POLICY

5. Principles

5.1 Ikon is committed to the responsible management and protection of IP, and shall:

- provide information and training to staff, students and other parties about the applicability and implementation of this policy
- outline to those covered by the policy the mandatory principles of IP

- maintain systems to properly identify, capture and record Ikon IP
 - comply with relevant intellectual property legislation, codes of practice, standards, and guidelines
 - ensure this IP policy remains relevant and appropriate
- 5.2 Ikon aims to ensure that the Creator(s) of IP used in students' coursework and academic work is acknowledged, in accordance with the *Academic Integrity and Misconduct Policy*.
- 5.3 Ikon respects the Moral Rights of the Creator(s) of Intellectual Property and agrees to take Moral Rights into account when managing, sharing, commercialising or otherwise dealing with IP in accordance with this policy.
- 5.4 Ikon recognises students' rights to IP created through their studies at Ikon. Ikon recognises a student's assessable work as IP belonging to the student.
- 5.5 These measures are key to maintaining academic integrity and innovation at Ikon.

6. Ownership of IP

- 6.1 Except as otherwise agreed in writing, Ikon is the owner of, and has the right to assert ownership over, any and all IP, including Teaching Materials, that have been:
- developed by Ikon, or produced by or on behalf of Ikon by other parties
 - created by staff in the course of their employment with Ikon, including, but not limited to Teaching Materials, and research, administrative and promotional materials
 - created by students who are also staff, to the extent the IP has been created in the course of and as a result of the person's employment with Ikon
 - specifically commissioned by Ikon from staff, student, or other parties
- 6.2 Staff, students and other parties may be required to formally assign the IP and execute other necessary documents to ensure that the IP ownership rights in clause 6.1 are fully vested in Ikon.
- 6.3 Ikon does not assert any ownership over IP created by a student in the course of their studies, unless the creation of such IP has been specifically commissioned by Ikon, or as otherwise agreed in writing between Ikon and the student.
- 6.4 Ikon does not assert ownership over any pre-existing IP created by staff members prior to their employment at Ikon. Staff members must, as soon as possible after commencing their employment with Ikon, inform Ikon and/or the Head of School of any pre-existing IP they intend to use or adapt for use at Ikon. Ownership of any new IP created by adapting pre-existing IP shall be discussed and clarified between the staff member and the Head of School prior to the pre-existing IP being adapted for use at Ikon. If Ikon and/or the Head of School are not notified by the staff member of any pre-existing IP that is to be used or adapted for use at Ikon, the pre-existing IP and any adaptations shall be treated as IP created in the course of the staff member's employment with Ikon and will be owned by Ikon.
- 6.5 Ikon does not assert ownership over any works of art or design, creative written works, musical or dramatic works, or cinematographic films created by staff or students, unless such work has been specifically commissioned by Ikon, created by staff in the course of their employment or otherwise agreed in writing between Ikon and the Creator(s) of such works.
- 6.6 Ownership of IP that is created by other parties, including, contractors or consultants, at Ikon must be resolved and set out in a written agreement prior to the other party being engaged by or commencing work at Ikon. Unless otherwise agreed or negotiated, the written agreement shall provide that any IP created by the other party shall be owned by Ikon.

PROCEDURE

7. Use and Management of IP

- 7.1 Staff must not use or otherwise deal with Ikon IP outside of their employment, without the prior written approval of the CEO.
- 7.2 Staff have a responsibility to identify and preserve Ikon IP and comply with all reasonable requests by Ikon concerning the use and management of Ikon IP.
- 7.3 Where a staff member becomes aware of any alleged infringement or misuse of Ikon IP by a third party, they must immediately notify their line manager and seek appropriate advice on managing this. Any alleged infringement or misuse of Ikon IP must be documented in a written report and any action must be taken in accordance with relevant legislation and/or Ikon policy and shall be recorded on the *Compliance Register*.
- 7.4 Staff must maintain appropriate records and documentation related to any Teaching Materials and/or any IP created in the course of their employment and inform Ikon as soon as possible after its creation by recording it on the Ikon IP register or other centralised system devised by Ikon and managed by the Education Services Manager.
- 7.5 Ikon shall establish and maintain records related to the management of Ikon IP, which will be reflected in annual reporting to the Board of Directors and the Academic Board.
- 7.6 Students are required to respect and recognise that Ikon owns, controls and manages all Ikon IP. Students must only use Ikon IP in connection with their studies at Ikon, and must not alter, reproduce or redistribute Ikon IP without the prior written approval of Ikon.
- 7.7 All Ikon IP shall be regarded as confidential information of Ikon and must be treated as such. No public disclosure of Ikon IP by staff, students or other parties is permitted without the prior written approval of the CEO.
- 7.8 Staff, students and other parties shall promptly return any and all Ikon IP in their possession following the termination of their employment, enrolment or engagement with Ikon.

8. IP Agreements

- 8.1 Any staff, students or other parties seeking to engage in collaborative research or other activities with third parties using Ikon IP and/or Ikon Resources must obtain the prior written approval of Ikon and ensure that appropriate written agreements are in place to clarify IP ownership and rights related that activity.
- 8.2 Prior to the commencement of any research activities, partnerships or projects between Ikon and a third party, Ikon shall enter into a written agreement with the third party which clarifies the ownership of any IP that is created.

9. Commercialisation of Ikon IP

- 9.1 Ikon reserves the right to Commercialise and otherwise deal with Ikon IP, including the right, in its sole and absolute discretion, to decide whether or not to proceed with the Commercialisation of any Ikon IP.
- 9.2 Ikon may, in its sole and absolute discretion, seek to offer the Creator(s) a share in the revenue derived, if any, from the Commercialisation of Ikon IP.

10. Disputes

- 10.1 All complaints or disputes related to IP and/or Ikon IP are to be reported to the CEO.
- 10.2 The CEO will determine the appropriate course of action to resolve the dispute, including in accordance with the *Grievance & Appeals Policy*.

11. Publication

- 11.1 This policy shall be published in the [Policy and Procedures](#) section of the Ikon website, and the student and staff policy libraries.

Policy Information & History

Policy Category	Corporate, Governance
Policy ID	GO005A
Approved by	Board of Directors
Date of Approval	
Endorsed by	Academic Board
Date of Endorsement	10 October 2022
Previous Versions	31 August 2015
Next Review Date	June 2025
Government Legislation	Tertiary Education Quality and Standards Agency Act 2011 Higher Education Standards Framework (Threshold Standards) 2021 National Code 2018 Copyright Act 1968 Patents Act 1990 Trade Marks Act 1995 Designs Act 2003 WIPO Convention (1967)
Responsible Officer	CEO
Sources:	In developing this policy, the following documents were considered: TEQSA, <i>Guidance Note: Research and Research Training</i> , Version 1.3, 5 July 2018
Benchmarking:	External referencing activities were conducted against comparable providers and best practice using publicly available information, including: Excelsia College, Avondale University, Torrens University, Charles Sturt University, UNSW, Cairnmillar Institute, and the University of Sydney.