



## **INTELLECTUAL PROPERTY POLICY**

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### **INTRODUCTION**

CICM is committed to excellence in teaching, research and the dissemination of knowledge amongst the community. As an educational institution, our integral aim is to produce and circulate both novel and existing knowledge.

### **PURPOSE OF THIS POLICY**

The College recognises that the publication and general use or dealings of scholarly works is inherently essential to the processes of education and research. The introduction of an intellectual property policy therefore provides for clarity in the delineation of ownership, commercialisation and general use or dealings with intellectual property.

#### **1. ACKNOWLEDGEMENT OF OWNERSHIP**

All intellectual property of the College will be denoted “© Copyright – CICM All rights reserved” and otherwise clearly acknowledge the College’s ownership and that the right to use any intellectual property may be restricted.

#### **2. MORAL RIGHTS OF AUTHOR[S]**

The College recognises that the moral rights in intellectual property should be vested in the original creators or authors of works. The author has the right to be identified as the author of the intellectual property, reproductions and adaptations of that intellectual property. The author has the right not to have the intellectual property subject to derogatory treatment including the material distortion, alteration, mutilation of the intellectual property and doing anything else which is prejudicial to the author’s honour and reputation.

#### **3. DETERMINING OWNERSHIP AND INTERESTS OF INTELLECTUAL PROPERTY RIGHTS AND EQUITIES**

##### **3.1 Employees of the College**

Given that resources of the College are ordinarily expended in the course of employment by Employees, the College has beneficial and legal ownership of all existing or future intellectual property created or developed by Employees in the course of employment unless agreed otherwise. This is the position at law.

It is also the position at the law generally, that intellectual property created by an employee in the course of their work will be the property of the employer.

Ownership of future or existing intellectual property created beyond the course of employment, in the author’s own time, and at the author’s own cost, will remain entirely with the author.

##### **3.2 Fellows of the College**

Generally, intellectual property created by Fellows will be vested in the creating Fellow(s) subject to one exception.

Ownership of existing or future intellectual property which have been created or developed by Fellows as a result of the full or partial contribution or use of the resources of the College may be vested in the College or subject to joint authorship between the author and the College.

In circumstances where intellectual property may be vested in the College or subject to joint authorship between the author and the College, matters including the proportions of ownership,

rights attached to ownership and any other matters which may be relevant can be jointly decided through a written agreement between all relevant parties.

The College may require Fellows who participate in College funded activities to sign an agreement or give a written acknowledgement that intellectual property will vest in the College. A form of acknowledgement is attached.

Sometimes this may be an obligation imposed on Fellows (and the College) by external parties providing funding (eg. government funding).

### **3.3 Trainees**

During their training with the College, Trainees acquire the appropriate information, knowledge and skills to graduate with FCICM. Ordinarily the College has no controls or rights over the manner in which an individual trainee may subsequently use or develop information, knowledge and skills acquired during training.

However, where the College (or others) provides specific documentation and/or materials to trainees, that documentation and/or materials are likely to be subject to copyright protection, and therefore should not be utilised by trainees or others more broadly than intended, without potentially incurring liability.

As part of trainees agreeing to participate in the training program of CICM, they will also sign an acknowledgement that specific documentation and/or materials provided to trainees during the course of the training program are owned by the College and subject to intellectual property protection.

### **3.4 Board Members**

Board Members are often the Fellows who contribute significantly to the development of materials for the College. As directors of an organisation, Board Members are required to protect the intellectual property of the College and ensure that they comply with College policies on the disclosure of College information.

Materials created by Board Members when acting in their capacity of Directors will usually be regarded as having been created by them as agent for the College. Accordingly, the College will retain intellectual property rights in that material. When Board Members acknowledge and accept a role as Director, they also relinquish ownership of intellectual property rights to the College.

Board Members acting in a private capacity outside their role as Directors will retain the ownership of the intellectual property created by them in these circumstances.

## **4. PERMITTED DEALINGS WITH INTELLECTUAL PROPERTY**

### **4.1 Employees, Fellows and Trainees of the College**

Generally Employees, Fellows and Trainees of the College (the said parties) are able to deal with any intellectual property belonging to the College, save for situations where dealings are of a commercial or financial purpose or nature or travel beyond the meaning of dealing as defined in this policy.

Employees of the College may communicate intellectual property to Employees, Fellows or Trainees of the College for the purposes of administration, research, review, training or teaching. All documents will carry the description "© copyright - CICM All rights reserved".

In some cases, it may be necessary to require those accessing intellectual property to sign a formal acknowledgment or licence agreement.

### **4.2 The College**

The College reserves a right to use intellectual property, whether or not ownership is vested in the College. In the event that the College should need to license intellectual property to third parties or which the College does not have ownership, the College may consult with the owner of intellectual property, and agree in writing as to the manner and extent of such licensing.

## 5. NOTIFICATION OF DEALINGS WITH INTELLECTUAL PROPERTY

Should Employees, Fellows or Trainees be required to engage in dealings, other than as defined in this policy, or dealings of a commercial or financial nature with intellectual property in which the College may have an interest, then notification must be given to the College.

Formal agreement or acknowledgements may be required. All works provided will carry the description "© copyright - CICM All rights reserved".

Notification must be given prior to dealing with any intellectual property in which the College may have an interest. Written notification must provide a full and frank disclosure of the details of the proposed dealings.

Upon the College receiving notification, the College and the relevant parties shall discuss whether the intended dealings are permitted, and expressly agree in writing as to the manner and extent to which such intended dealings may be carried out. The College is not obliged to permit the intended dealings.

## 6. PROHIBITED DEALINGS WITH INTELLECTUAL PROPERTY

Dealings with intellectual property in which the College may have an interest are generally prohibited, except in accordance with this policy, particularly where they are dealings of a financial or commercial nature.

Prohibited dealings in relation to intellectual property which the College may have an interest in may include, but are not limited to, distributing or licensing or communicating intellectual property in any form to any third parties to which the College has not consented; publishing intellectual property in any form; making copies or reproductions of intellectual property in any form; making adaptations of intellectual property; entering into commercial arrangements; or causing intellectual property to be heard or seen in public; other than for the purposes of normal College activities and processes.

### Definitions

**"Employees"** – Persons who are employed under contracts of employment by the College whether on full-time, part-time, casual, temporary, seasonal or one-off basis.

**"Fellows"** – Fellows of the College.

**"The College"** – College of Intensive Care Medicine of Australia and New Zealand (CICM).

**"Trainee"** – Trainees of the College.

**"Author"** – The original creator[s] or author[s] of intellectual property.

**"Third Parties"** – Parties other than "Employees", "Fellows", "Trainees" and "The College", as the case may be.

**"Intellectual Property" "IP"** – includes any thing, matter or right which may give rise to interests under the *Copyright Act 1968* (Cth), *Designs Act 2003* (Cth), *Trade Marks Act 1995* (Cth), *Patents Act 1990* (Cth), trade secrets or confidential information at Common Law. This includes all existing and future intellectual property interests.

**"Access"** – Access to intellectual property in both physical or electronic forms or forms which will allow for the use of intellectual property or the general viewing, listening or consumption of the intellectual property.

**"Use"** – Use of intellectual property includes, but is not limited to, all rights that are legally attached with the type[s] of intellectual property at hand, communication to persons in any form, all dealings as defined in this policy and licensing or assignment to third parties. The purposes of use may include research, teaching, review, training, commercial exploitation, trading and financial.

**“Dealings or Deal”** – Dealing with intellectual property means viewing, listening, reproduction or copying, communication to Fellows, Trainees or Employees for the purposes of employment, studying or expressly agreed purposes. Dealings do not include financial or commercial purposes unless agreed otherwise.

**“Resources”** – May include financial resources, non-financial resources such as the College’s premises, equipment, tools, human resources or general academic resources and any valuable consideration.