

## Intellectual Property Procedure- Box Hill Institute

<b>Related Policy</b>	Intellectual Property Policy-Box Hill Institute.	
<b>Procedure</b>	<b>Responsibility</b>	
<p><b>1. Avoiding potential conflicts of interest in intellectual property ownership</b></p> <p>Institute employees and independent contractors will frequently legitimately own the intellectual property in what they produce outside of the terms of their employment or engagement at the Institute. The following are examples only</p> <ul style="list-style-type: none"> <li>a) a teacher may write a novel or compose a piece of music outside of working hours and outside the terms of his or her employment or engagement at the Institute</li> <li>b) a new employee may bring teaching or training materials that they own with them to the Institute.</li> <li>c) When an Institute employee, independent contractor or student is involved in the development of intellectual property and where clarification about ownership is required, or there is the possibility of a potential conflict of interest in the ownership of this intellectual property between themselves and the Institute, they will enter into an agreement with the Institute to clarify the ownership.</li> </ul>	All relevant staff and prospective staff	
<p><b>2. Identification of Institute Copyright</b></p> <p>Institute employees and independent contractors shall ensure that ownership of copyright in Institute’s material is asserted by the presence of:</p> <ul style="list-style-type: none"> <li>a) the Institute’s logo (for all media)</li> <li>b) a verso page (for all print-based materials)</li> <li>c) the identification of BHI copyright on each page of the material (for print-based materials)</li> <li>d) the identification of BHI copyright with an appropriate copyright warning notice (for CDs, computer software, websites and other new media).</li> </ul> <p>Pro forma verso pages and copyright warning notices can be located at the Copyright website on StudentWeb, the Library Intranet site and in the Box Hill Quality System.</p>		
<p><b>Intellectual property clauses in contracts</b></p> <p>Standard employment contracts between the Institute and employees shall contain an intellectual property clause that reflects the intellectual property ownership in compliance with this policy. Contracts between the Institute and other parties for the provision of services will include approved clauses to:</p> <ul style="list-style-type: none"> <li>a) protect the Institute’s intellectual property.</li> <li>b) ensure that such parties understand the intellectual property rights of other parties in the production and or transmission of course or other materials.</li> <li>c) ensure that such parties are legally responsible for any illegal use</li> </ul>		

<p>they may make of intellectual property belonging to other parties and so mitigate risk to the Institute.</p> <p>The Institute also recognises the value of intellectual property and the value of contracts where the Institute gains ownership of intellectual property. Where the Institute negotiates contracts with other parties both in Australia and overseas, effort should be made to gain ownership of the intellectual property. Where this is not possible, effort should be made to seek a joint ownership arrangement of the intellectual property including agreement for the Institute to make use of the intellectual property outside of the agreement. Alternatively, where this is not possible, effort should be made to seek an unlimited or limited licence for the Institute to use the intellectual property outside of the agreement.</p>	
<p><b>3. Development of Intellectual Property for commercial benefit</b></p> <p>The Institute encourages partnerships between itself and other parties to develop intellectual property for joint commercial benefit. These parties could include the Institute’s employees or independent contractors or external parties. The following procedures apply</p> <ul style="list-style-type: none"> <li>a) Where the Institute arranges or agrees to the commercialisation of intellectual property the Institute may negotiate an agreement regarding, inter alia, distribution of any net revenues from such development or commercialisation with the employee/s or independent contractor/s responsible for the creation of the intellectual property. This Agreement will be negotiated, agreed and documented prior to the commercialisation of intellectual property and the documents lodged with the relevant General Manager or Executive Director, and added to the Institute’s Contract’s Register</li> <li>b) Where an employee or independent contractor arranges or agrees, with a third party for the commercialisation of intellectual property created by the member of staff or independent contractor pursuant to the terms of their employment or engagement by the Institute, the member or members of staff or independent contractor will disclose such arrangements or agreements to the Institute and will negotiate an appropriate Agreement regarding, inter alia, distribution of any net revenues from such development or commercialisation with the Institute. This Agreement will be negotiated, agreed and documented prior to the commercialisation of the intellectual property and the documents lodged with the relevant General Manager or Executive Director</li> <li>c) The Institute will appoint an Intellectual Property Advisory Group comprising the Deputy CEO, Chief Finance Officer, Senior Executive Director People &amp; Culture, Executive Director Corporate Governance and the Institute Intellectual Property Adviser. This Group will convene as needed at the request of the General Manager or Executive Director to evaluate proposals for the commercialisation of Institute intellectual property</li> </ul>	<p>All relevant staff</p>
<p><b>4. Trade Marks, Patents and Other Forms of Intellectual Property</b></p> <p>Trade Marks, patents, business names, and domain names can only be</p>	

<p>registered or discontinued with the approval of the Executive Director Corporate Governance. Once approval has been obtained, the registration is undertaken by the office of the Executive Director Corporate Governance and the registration is maintained on file</p> <p>Requests for registration of a trade mark for marketing and or branding purposes, and domain names must initially be forwarded to the Executive Manager Marketing and Customer Service for endorsement. Requests which are endorsed to proceed will be forwarded to the Executive Director Corporate Governance</p>	<p>Relevant staff</p>
<p><b>5. Dispute resolution</b></p> <p>Any dispute concerning the application of this procedure or its related policy shall be handled through the Institute’s Grievance Policy and Procedures for Students and Staff.</p>	<p>All relevant staff</p>
<p><b>Approval Body</b></p>	<p>BHI Chief Executive Officer</p>
<p><b>Document ID</b></p>	<p>PROLRO7A Intellectual Property Procedure – BHI</p>
<p><b>Amendment</b></p>	<p>10 May 2019 by Academic Quality Assurance Officer – Minor Administrative changes to remove reference to ‘BHIG’ and ‘CAE’</p>