PURPOSE

This guide provides a starting point for negotiation of Intellectual Property and other conditions in research agreements between RMIT and outside parties. It outlines normal RMIT principles and possible variations which are considered and submitted to the Pro Vice-Chancellor (Research & Innovation) for approval.
Research & Development at RMIT University

RMIT exists to provide technical and professional education and to undertake research programs that address real world issues, within an international and community context.

Administration of RMIT Research Agreements

All research-related agreements including collaborative research agreements, confidentiality agreements, materials transfer agreements, licence agreements, student participation agreements, tenders for research and memoranda of understanding with RMIT are executed on its behalf by the Pro Vice-Chancellor (R&I). Agreements are reviewed to ensure that they embody sound business principles. Variations to policy, where considered to be acceptable, require approval of the Pro Vice-Chancellor (R&I). A research agreement requires the formal approval of the Head of School and the Faculty Dean together with a legal opinion from the Legal Office before presentation to the Pro Vice-Chancellor (R&I).

RMIT Intellectual Property Policy

Under RMIT’s Intellectual Property Policy, any intellectual property created by a member of RMIT staff in the course of their duties will be the property of the University, regardless of participation in the project by outside parties. Researchers must be familiar with the RMIT’s Intellectual Property Policy prior to entering into discussions with outside parties.

Ownership & Licencing of Intellectual Property

Subject to approval, intellectual property created in a project may be owned partly or wholly by an outside party, depending on negotiations and relative contributions to its creation. RMIT background intellectual property will not normally be transferred to other parties in a project. The University may require a perpetual, worldwide, non-exclusive, royalty-free licence to use intellectual property created in a project for internal non-commercial teaching and research purposes.

Where the intellectual property rights of a research project are vested partly or wholly in RMIT, an outside party may be granted first option to acquire a licence to commercialise the project intellectual property within a negotiated limited time period, for an agreed financial return to RMIT.

Acknowledgement of Authorship and Inventorship

RMIT’s policy is to uphold author’s moral rights: those of attribution and integrity. For publication, this means that the names of all authors contributing to the work are included. In the case of invention, for example a patent, this means that the names of all inventors who have contributed to the novelty of the invention will be detailed on the patent.

Student Participation

RMIT encourages student participation in industry-funded research projects, in particular through the ARC Linkage Projects and Cooperative Research Centres programs. In some instances, student involvement in contract research is also permitted. Under RMIT’s Intellectual Property Policy, students own intellectual property created by them in the course of their studies, unless RMIT has provided funds, equipment, facilities or supervision, in which case, RMIT may require assignment of intellectual property rights to it prior to project commencement. In all cases, Research Supervisors and Students are required to discuss the issue and a determination is made at Faculty level as to whether RMIT will require such assignment.
Assignment is made in the form of a Student Participation Agreement between the Student and RMIT. Student participation in projects for which RMIT and an outside party plan to enter into an agreement covering intellectual property rights, will normally require a completed Student Participation Agreement. The project’s principal investigator and the student’s supervisor are responsible for ensuring this agreement is completed before the student commences their research project in all cases (outside party participation or not) where such an agreement has been deemed necessary.

**Student Research Theses**

A student’s Masters or Doctorate thesis is the student’s own work, in which they have copyright, but RMIT or an outside party may have an interest in the Intellectual Property contained within it. An outside party neither has editorial rights nor the right to direct the thesis to or away from specific examiners. Upon the request of an outside party, a thesis may be restricted from publication for up to three years, or longer in exceptional circumstances. This will be done only to enable the outside party to protect the intellectual property in which they have part or full ownership under prior agreements. Under these circumstances the thesis is normally examined under a confidentiality agreement between RMIT and the examiners.

**Confidentiality**

Subject to the provisions of a research agreement, RMIT undertakes to maintain the confidentiality of information exchanged during the course of the project.

**Warranties**

RMIT endeavours to carry out research projects diligently, ethically and professionally. RMIT will not warrant the outcomes of a research project nor any part of the results. RMIT will not accept contract provisions that provide for withholding of payment if the sponsor is not satisfied with results, provided those results meet the criteria of the agreed project deliverables. This is because research, by its very nature, may show that the desired results cannot be achieved. RMIT will not normally warrant that commercial use of the outcomes of the research project will not infringe any third party rights. RMIT requires that the outside party will not use RMIT’s name in any manner unless specifically approved by RMIT and that the outside party will hold sufficient insurance for public liability, professional indemnity and product liability.

**Costing of Research Projects**

RMIT’s research projects must be fully costed, inclusive of all overheads and infrastructure costs, and should recover these costs through scheduled direct cash payments so as to be profitable or cost-neutral, depending on the nature of the project and agreement.

**Commercialisation**

RMIT will reward its staff and students from the economic benefits (net of commercialisation costs) which are generated from successful commercialisation of intellectual property they develop in their work, whether that commercialisation is directly undertaken by RMIT or indirectly through outside parties. Commercialisation revenue distribution will reflect the contributions and risk assumed by the various parties.

**RMIT University - Legal Name**

All research agreements must be completed in RMIT’s legal name “Royal Melbourne Institute of Technology” of 124 Latrobe Street, Melbourne. RMIT’s ABN is 49 781 030 034.
Links

Matters related to Intellectual Property at RMIT are subject to:

- RMIT Statute 7.1 Intellectual Property

- RMIT Intellectual Property Policy

RMIT has adopted the following Practices:

- RMIT Practice: Authorship and Publication of Research Output

- RMIT Practice: Potential Conflicts of Interest

- RMIT Practice: Research Misconduct

Matters related to Supervision of Research Students at RMIT are subject to:

- RMIT Higher Degrees by Research - Policy, Processes, Practices and Guidelines

Matters related to Research Ethics at RMIT University are subject to:

- RMIT Human Research Ethics Committee
  Approval of Research Projects Involving Human Subjects

- RMIT Animal Experimentation Ethics Committee Terms of Reference

- RMIT Biosafety and Bioethics Committee Terms of Reference

Contacts

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Note

The information presented in this document is a summary for advisory purposes and should not be relied upon in contractual negotiations. For full detail of RMIT's Intellectual Policy Statute, Regulation and Policy, refer to the links and contacts provided above.