THE UNIVERSITY’S INTELLECTUAL PROPERTY STATUTE AND REGULATIONS

Ownership of Copyright

The most important thing to remember is that you own the copyright in your thesis.

Confidential information and publication

If your research project is part of an externally sponsored research program, confidential commercially-sensitive information may arise from the research. In this situation the research partners may want to delay publication arising from the research until a patent application has been lodged and a priority date established.

It is also likely that in this situation your thesis will have been examined in confidence, and an embargo placed on the library copy.

Before commencing your candidature you should weigh up the advantages and disadvantages of being involved in an external collaboration where restrictions are likely to be placed on the way you can carry out your research and report your findings. If such restrictions are too prohibitive, you should consider an alternative project.

Transfer of your intellectual property to the university

In accordance with regulation 24 of the Monash University (Vice-Chancellor) Regulations, for intellectual property created on or after 28 May 2014, you will be required to assign intellectual property to the University if your research project is a collaborative research activity. This includes where:

- It is undertaken by more than one person; or
- It is subject to an agreement with a third party, under which the University has obligations related to intellectual property; or
- It is based on a concept or proposal developed by some other person or collaboratively with another person; or
- Undertaken using University resources or resources procured by the University that are not commonly provided.

In accordance with regulation 2.2 of the Intellectual Property Regulations, for Intellectual Property created prior to 28 May 2014 there are three circumstances under which you will be required to assign your intellectual property to the university:

- where you have been given special resources such as a piece of equipment for the research AND a patent worthy discovery or invention arises from the work;
- where you have used background intellectual property, such as existing data, owned by the university;
- where funding for your research is provided under an agreement between the university and a third party, such as an external sponsor, and the agreement states that the outcomes of the research are to be owned in whole or in part by a person other than yourself.

The student assignment deed is a short document under which a student transfers any intellectual property/future intellectual property he or she creates in association with the research project, to the University.
Patents

If you assign rights in a patentable invention to the university
- you will still be recognised as the inventor or co-inventor
- all patenting costs will be met by the university’s commercialisation partner;
- you will be paid a share of any revenue received by the university from commercialisation of the patent, pursuant to the University Council’s Revenue Distribution Policy.