

Academic Policy A04 Intellectual Property Policy

1. Policy Statement

This policy aims to encourage a learning environment in SAE Institute in which teaching, research and the creation of ideas will flourish, while recognizing that the use of intellectual property and its possible commercialization require responsible and reasonable regulation.

2. Purpose

This policy aims to protect and respect the moral rights of the Institute and the originators of intellectual property. SAE Institute recognizes the right of originators to be consulted and where appropriate to participate in decisions regarding the commercialization and use of intellectual property created by them. This policy also provides for the commercialization of intellectual property created by staff and students. SAE Institute recognizes that originators may be entitled to a share of any financial returns from such commercialization. This would not include returns on student fees as a result of marketing.

3. Scope

This policy applies to all SAE Institute operations, to all students and staff and to any approved sites for offshore delivery of such programmes including licensed campuses.

4. Associated Policies and Procedures

This policy should be read in conjunction with the following policies and procedures:

- G02 Public Information Policy
- A07 Academic Grievance Policy
- G05 Non Academic Grievance Policy

5. Policy

5.1. Introduction

For the purposes of this policy: “intellectual property” includes any proprietary right which arises under, or is capable of being obtained relating to copyright, discoveries, patents, designs, concepts, developments, trademarks, new products or enhancements to existing products, software development and creative arte fact, and “staff” includes all persons employed in any capacity by SAE Institute.

5.2. Ownership

- a) SAE Institute retains ownership of all intellectual property created by members of staff through the course of their employment with SAE, or through the utilisation of SAE

- facilities, equipment or other resources, except as provided for in any other form of contract. SAE Institute makes no claim on the intellectual property created by members of staff in their own time or interests outside the course of their employment with SAE.
- b) SAE Institute makes no claim of ownership of intellectual property created by students as part of their course of studies, but retains the right to use student work for educational and/or promotional purposes through license agreements after appropriate consultation.
 - c) SAE Institute Pty Ltd retains a perpetual, world-wide, royalty-free license to:
 - 1. Deposit electronic versions of intellectual property created by students as part of their course of studies, and intellectual property created by staff for the purposes of teaching, to the SAE Institutional Repository;
 - 2. Store the intellectual property on the Repository and to make the intellectual property available online via the internet;
 - 3. Create a back-up copy of the intellectual property for security and preservation purposes;
 - 4. Convert the intellectual property, without changing the content, to any other format or medium necessary for preservation and storage of the intellectual property.
 - d) Where SAE Institute Pty Ltd is the owner of intellectual property created by a staff member, SAE Institute Pty Ltd has exclusive rights to adapt, modify, and/or initiate commercialization of that intellectual property for a period of twelve months from the original date of creation or notification, but may waive those rights in writing before the expiry of that period.

5.3. Use by Non-Owners

Where SAE Institute is the owner of intellectual property created by a staff member, SAE Institute agrees to grant the originator a license to use that intellectual property for teaching, research or that individual's professional purposes.

5.4. Moral Rights

- a) SAE Institute must take reasonable steps to respect the right of an originator to be acknowledged as the creator of intellectual property, and to ensure that others respect that right.
- b) Where SAE Institute uses intellectual property created by an originator it must take reasonable steps to consult with the originator before modifying or adapting that intellectual property.
- c) Where an originator wishes not to be acknowledged as the creator of intellectual property which has been modified or adapted, the Institute must take reasonable steps to respect that wish, and to ensure that others respect it.
- d) An originator must take reasonable steps to ensure due acknowledgment of the SAE Institute contribution of facilities and resources used in the creation of intellectual property in any subsequent use of it that they may make.

5.5. Commercial Exploitation

Where originators create intellectual property or teachers become aware of intellectual property developed through their work with SAE Institute which may have commercial application or potential, they must report its existence to the relevant Campus Manager.

Once that notification has been made, SAE Institute must decide within 12 months whether or not it wishes to become involved in the process of commercial exploitation.

In making such a decision, the Institute must consult with the originator. Strict confidentiality will be observed by all parties during that period of consideration.

5.6. Dispute Resolution

It is the responsibility of the relevant Campus Manager reporting to the Managing Director and CEO to administer all the provisions of this policy equitably. If a dispute arises as to the operation of this policy, or as to any matter on which the operation of this policy hinges, the CEO may consult with third parties in seeking advice on the matter, including legal advice, but shall have the final decision in all respects.

6. Policy History

Last Review: March 2016

Policy Review Date: 27 February 2025