



Royal Australasian College  
of Dental Surgeons  
*Let knowledge conquer disease*

# INTELLECTUAL PROPERTY POLICY

September 2016

### ***Document Information***

<b>Nature of Document:</b>	Intellectual Property Policy Document
<b>Document Number:</b>	
<b>Version:</b>	.01
<b>Policy Area:</b>	Education
<b>Author:</b>	Chief Executive Officer
<b>Contact Officer:</b>	Director of Education
<b>Authorised:</b>	Council
<b>Approved:</b>	19 August 2016
<b>Date Effective:</b>	1 September 2016
<b>Date of Next Review:</b>	1 July 2018
<b>Policy Status:</b>	Final
<b>Related Policies:</b>	
<b>Policy Replaces:</b>	

## 1. Purpose and scope

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.

## 2. College mission statement

To promote the study of the science and art of dentistry; to encourage research in clinical science and the practice of dentistry; to bring together dentists for scientific discussions and clinical demonstrations; and to disseminate knowledge of the principles and practice of dentistry for the benefit of the community.

To promote excellence in the provision of dental education, continuing professional development and a range of internationally recognised educational qualifications in all aspects of dentistry.

## 3. College core values

The following values underpin all policy decisions of the Royal Australasian College of Dental Surgeons:

- **Standards:** to strive for excellence at all times
- **Fairness and equity:** to respect the individual and adhere to all principles of equal opportunity
- **Ethical Conduct:** to ensure honesty, integrity and transparency at all times
- **Commitment:** to support the College in achieving the aims of its mission
- **Collaboration:** to encourage collegiality and professional development
- **Advocacy:** to advocate for improvements in dental education as it relates to improving the oral health status of the communities which we serve.

## 4. Background

### Glossary:

The College	Royal Australasian College of Dental Surgeons
Employee	Persons who are employed under contracts of employment by the College whether on full-time, part-time, casual, temporary, seasonal or one-off basis
Fellow	Fellow of the College
Member	Member of the College
Candidate	Candidate of the College
Trainee	Trainee of the College
Author	The original creator[s] or author[s] of intellectual property
Third Party	Parties other than “Employees”, “Fellows”, “Trainees” and “The College”, as the case may be

Intellectual Property - IP	Includes anything, 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

It is recognised that existing College IP needs to be identified, recorded and collated. Some existing College IP will be difficult to clearly establish and identify proper provenance. This policy is therefore directed to ensure that as much of the existing College IP is appropriately protected, and that, for the future, College IP is treated in accordance with this policy

## 5. Policy Statement

### 1. OBJECTIVES

The purpose of this Policy is to:

- 1.1 Secure and protect the intellectual property of RACDS ("The College").
- 1.2 Clarify rights to access and use the intellectual property of RACDS.
- 1.3 Clarify ownership of IP of employees of RACDS.
- 1.4 Clarify the permitted use of any of RACDS IP material by third parties, Fellows and trainees.
- 1.5 Clarify ownership over IP attributable to Fellows.
- 1.6 Attribute moral rights to original authors/creators.

1.7 Clarify dealings between authors and third parties.

## **2. RACDS INTELLECTUAL PROPERTY POLICY**

### **2.1 Introduction**

RACDS 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.

### **2.2 Acknowledgement of Ownership**

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

### **2.3 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 or mutilation of the intellectual property and doing anything else which is prejudicial to the author’s honour and reputation.

### **2.4 Determining Ownership and Interests of Intellectual Property Rights and Equities**

#### **2.4.1 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.

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.

All College staff are required to sign a standard Agreement as part of their acceptance of employment at the College. That agreement recognises that any information obtained, any secret or invention discovered, or any document created, during the employee’s engagement by the College, and which it would be of commercial importance or advantage to the College to have, shall vest in and be the property of the College (including all copyright therein).

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.

## **2.4.2 Fellows, Members or candidates of the College**

Generally, intellectual property created by Fellows, Members or candidates will be vested in the creating Fellow(s), Member(s) or candidate(s) subject to one exception. Ownership of existing or future intellectual property which have been created or developed by Fellows, Members or candidates 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).

## **2.4.3 Boards of Studies**

The Boards of Studies of the College are part of the College legal entity, and do not have independent legal status. Intellectual property used or developed by the Boards of Studies is therefore College IP and should be dealt with in accordance with this policy.

It is recognised that the Boards of Studies will store, and allow use of, some intellectual property with related Colleges, medical societies and others.

Boards of Studies using, communicating or sharing intellectual property with others, including other Colleges and third parties should ensure that:-

- The requirements of this policy are met;
- All IP carries the description “© copyright - RACDS”; and
- Those others (Colleges, third parties, etc) using College IP do so under explicit written arrangements (licence, MOU, agreements, etc).

## **2.4.4 Trainees**

Throughout the Training Program with the College, trainees acquire the appropriate information, knowledge and skills to graduate with FRACDS or other designation. 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 the College, 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.

#### **2.4.5 Councillors**

Councillors are often the Fellows or Members who contribute significantly to the development of materials for the College. As directors of an organisation, Councillors 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 Councillors will usually be regarded as having been created by them on behalf for the College. Accordingly, the College will retain intellectual property rights in that material. When Councillors acknowledge and accept a role as Director, they also relinquish ownership of intellectual property rights to the College.

#### **2.4.6 Contractors, Visitors or Advisers**

Sometimes, the College will retain contractors for particular projects such as executive search firms, business people, educationalists or other consultants. It is standard practice for Intellectual Property in material created for the purpose of the contract to be assigned to the College by the contractor.

The College will request all contractors to assign to it the Intellectual Property in material created for the purposes of the contract and to provide appropriate Moral Rights consents to ensure that the College can use created works as envisaged under the contract. Employees responsible for developing contracts should seek to ensure that contract provisions reflect this clause.

Contractors should not be entitled to distribution of profits from Intellectual Property created by them for the College.

### **2.5 Permitted Dealings with Intellectual Property**

#### **2.5.1 Employees, Fellows, Members, candidates and trainees of the College**

Generally employees, Fellows, Members, candidates 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, Members, candidates or trainees of the College for the purposes of administration, research, review, training or teaching. All documents will carry the description "© copyright - RACDS All rights reserved".

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

#### **2.5.2 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 for 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.

## **2.6 Notification of Dealings with Intellectual Property**

Should employees, Fellows, Members, candidates 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. This may include, but not limited to teaching materials and examination content.

Formal agreement or acknowledgements may be required. All works provided will carry the description “© copyright - RACDS 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.

## **2.7 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.

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

TO: The Royal Australasian College of Dental Surgeons ("the College")

I, [NAME \_\_\_\_\_]

of [ADDRESS \_\_\_\_\_]

\_\_\_\_\_]

in connection with the Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(identify project, activity, publication)*

agree and acknowledge that ownership of all ownership of intellectual property (including copyright) in all materials created for the Project will vest in the College.

DATED: 20\_\_\_\_

SIGNED: \_\_\_\_\_