

STUDENT COPYRIGHT AND INTELLECTUAL PROPERTY POLICY AND PROCEDURE

Responsible Officer	Chief Executive Officer
Approved by	Academic Board
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Relevant Legislation	<ul style="list-style-type: none"> • Copyright Act 1968 (Cwlth) • Designs Act 1906 (Cwlth); • Higher Education Standards Framework (HESF) 2015 • Patents Act 1990 (Cwlth) • Trade Marks Act 1995 (Cwlth)
Responsible Division	CEO Office/Academic Affairs

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1. Policy Statement

1.1 Authority

The Australian Institute of Music Limited (AIM), known as 'the Institute', is governed by the Board of Directors (BoD) with academic authority delegated to the Academic Board (AB). The BoD and AB share joint responsibility for ensuring that all general and academic policies and procedures follow 'best practice' principles for Higher Education and other sectors of educational delivery, in compliance with relevant Australian legislation and current regulatory requirements.

As a general rule, the Institute does not claim ownership of Intellectual Property (IP) created by students.

1.2 Application

This policy and procedure applies to Quality Assured (QA) delivery of accredited AIM programs offered at the Sydney and Melbourne campuses. If applicable, this policy and procedure will also apply in future, wherever QA AIM programs are approved for delivery elsewhere in Australia or overseas.

1.3 Context and Purpose

The sharing, use and protection of intellectual property, knowledge and information are essential to AIM's continuing success as an educational institution.

By implementing this *Student Copyright and Intellectual Property Policy and Procedure*, AIM intends to control and utilize intellectual property, information and related recourses fairly, carefully, consistently and in a manner that promotes AIM's objectives and mission statement.

The underlying purposes of this Policy are to ensure:

- Educational material has been reproduced and communicated to students by or on behalf of Australian Institute of Music pursuant to Part VB of the Copyright Act 1968 (the Act).
- Educational material may be subject to copyright under the Act. Any further reproduction or communication of this material by students may be the subject of copyright protection under the Act.

1.4 Principles

A number of principles underpin AIM's approach to student copyright and intellectual property, these principles include:

- Promote creativity and innovation
- Encourage the sharing of knowledge
- Acknowledge AIM's contribution in the development of intellectual property by students
- Promote access to educationally valuable material
- Promote the lawful use of intellectual property
- Protect confidential information relating to AIM and its community
- Ensure AIM retains reasonable control over intellectual property created by students where it is appropriate or necessary to do so
- Protect, maintain and develop a good reputation of AIM in the eye of the public

1.5 Scope and Coverage

This Policy and Procedure encompasses all forms of Intellectual property, including copyright material, trademarks, domain names, designs, patents, trade secrets, confidential information and other such property information.

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This Policy and Procedure applies to:

- Current students of AIM
- Former students of AIM (IP created at the time of enrolment)
- AIM campuses in Sydney and Melbourne, and other approved locations.

1.6 Special Conditions or Exceptions

Where students are bringing in previously created and owned IP for learning purposes, it remains the property of the originator.

2. Procedure

2.1 Principal and Rules

2.1.1 Commitment to Legitimate and Ethical Use

AIM is committed to the legitimate and ethical use of an intellectual property. AIM shall endeavor to comply with all its obligations in relation to intellectual property, whether imposed by statute or contract.

2.1.2 Knowledge of Obligations and Responsibilities

All students should be aware of their legal obligations and responsibilities in relation to the use of an intellectual property. To assist this, AIM shall make available to students, educational material relating to the appropriate use of an intellectual property.

2.1.3 Implementation

AIM shall implement controls, systems and training to promote the legitimate use of an intellectual property. This will include the design and implementation of appropriate disciplinary procedures and auditable administration processes.

2.1.4 Copyright

Generally, AIM leaves copyright ownership with the creator of the material – subject to certain exceptions and controls that are necessary to protect and promote AIM’s administrative needs, educational purposes and reputation. This is articulated slightly differently depending on whether the creator of the material is a student, employed member of a teaching staff, a contracted teacher, an administrative employee or an outside consultant. AIM has different obligations and expectation in respect of each of these groups.

All copyright in musical works and lyrics that is created by any student undertaking any course of study at AIM or administrated by AIM, belongs to that student upon creation, subject to the non-exclusive license described below. Further, copyright in any transcription or notations of such material made at AIM belongs to AIM, and particular rules about the use of AIM facilities where an intellectual property may be created are contained, for example, in AIM’s *Q Studio Terms of Use and Studio House Rules*.

In the possible scenario where it is desirable for student-created musical works and/or lyrics to be embedded into AIM course materials, AIM is happy to discuss case-by-case licence-backs and other dealings with such material. By enrolling in a course of study administered by AIM, each student agrees to these terms and (subject to any prior rights of the [Australasian Performing Right Association](#)) grants AIM an irrevocable, perpetual, all media, royalty-free, non-exclusive licence to reproduce, perform and communicate the student’s musical works and lyrics created at AIM or recorded on AIM’s facilities – but **only** for the purpose of the purpose of demonstrating and promoting AIM’s activities (for example, by posting as video or audio clip of the work on AIM’s website).

2.1.5 Trademark

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AIM trademarks are valuable, They will be used by AIM, and authorised for use by others, in a manner that recognises their value and their inextricable relationship to the reputation of AIM. Where necessary, they will be protected.

2.1.6 Confidential and Sensitive Information

Confidential and sensitive information can be both valuable and damaging, even though it may not be able to be protected or controlled as intellectual property.

The protection of such confidential and sensitive information is both fundamental and critical to AIM's continuing success as an educational institution. Indeed, the preservation of AIM's good reputation (and that of its students) relies on the careful management of such information.

2.2. Policy Provisions

2.2.1 Ownership of Intellectual Property

The ownership of any Intellectual Property created by persons affected by this Policy will be determined by the terms of this Policy unless such persons have entered into an agreement with AIM that overrides this Policy.

2.2.2 Student Ownership of Intellectual Property

For a Student who is the Originator of any Intellectual Property during their course of studies at AIM the student shall, generally own that Intellectual Property, however:

- a. Any Intellectual Property arising from participation by the Student in an Institute Project will be owned by the Institute and the Student will be required to enter into an agreement with the Institute in respect of the Intellectual Property that is so generated;
- b. Any Intellectual Property arising from the work of the Student undertaken with a Specific Contribution by the Institute will be owned by the Institute.

2.2.3 Student and Third-Party Funding Bodies

For a student whose research program is supported in whole or part by a third-party funding body, the ownership of any Intellectual Property developed by the student shall be determined by any agreement between the Student, the Institute and the third-party funding body.

2.2.4 Student Participation in AIM Projects

- a. For a student who participates in an Institute Project, the student will be bound by the provisions in this Policy as if acting in the Institute Project as a Staff Member.
- b. Where the ownership of Intellectual Property generated by a Student has been determined under clause 2.1, then the student will be accorded the same rights and obligations as a Staff Member for this Policy.

2.3 AIM IP to be Commercialised

2.3.1 Registration of the Creation or Development of Intellectual Property and Computer Works

- a. Where a student creates Institute IP and that IP may be capable of Commercialisation, the student must register the existence of the Institute IP with their Lecturer who must then report it to the Academic Board through the Executive Dean of Academic Affairs.

2.3.2 Use of Institute IP prior to Registration

In order to ensure the AIM's IP is protected, Students should not:

- a. Hold any discussions with any person external to the Institute concerning the Institute IP before registering the Institute IP, unless required by any funding or Institute Project agreement;

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- b. Publish any information about the Institute IP before making a registration to the Academic Board. For example, the information should not be presented about the Institute IP at a conference or submitted for publication in a journal article or thesis, provided that in the latter case, where appropriate, confidentiality obligations apply under clause 2.

2.3.3 Reporting Infringements of AIM IP

Any student who becomes aware of the unauthorised use of AIM IP must promptly inform the Academic Board in writing of the relevant details.

2.3.4 Duty not to act contrary to AIM's Rights

A student who does not own the Intellectual Property vested in a particular work must not:

- a. Apply for any form of protection for that Intellectual Property; or
- b. Commercialise or otherwise deal with the Intellectual Property; or
- c. Do any act or thing in a manner inconsistent with AIM's rights under this policy.

2.3.5 Assessment of Institute IP

Where the Academic Board is required to make an assessment of AIM IP, the Academic Board must make reasonable efforts to consult, on a confidential basis, an appropriate expert in the relevant field in order to obtain an independent evaluation of the Institute's IP in relation to its Commercialisation. Such consultation must involve the signing of confidentiality agreements.

2.4 Dispute Resolution

A Student having a dispute with AIM arising out of the operation of this Policy should first consult the Institute's *Grievances & Complaints Policy & Procedure* to determine how the matter should be resolved.

2.5 Bringing Intellectual Property to AIM

Where the owner or Originator of Intellectual Property which was created prior to enrolment in a course of studies with the Institute, brings or intends to bring Intellectual Property to the Institute to be used in the course of studies, such persons may be required to assist the Institute in determining whether that Intellectual Property is entirely owned by them by providing AIM with:

- a. an inventory of that Intellectual Property;
- b. all documents relating to the ownership of such Intellectual property, including without limitation any contract, agreement, licensing agreement, or another institution's Intellectual Property policy;
- c. written warranties that the use of such Intellectual Property does not infringe the rights of any third parties.

2.6 Implementation

2.6.1 Responsible Officer

AIM CEO is responsible for the control and administration of AIM's policy on Ownership of Intellectual Property and has delegated authority from the Governing Board to submit patent applications in the name of AIM.

2.6.2 Authorised Signatories on Intellectual Property Matters

The solely authorised signatories on behalf of AIM on matters related to Intellectual Property shall be the AIM CEO. Contracts and agreements executed are subject to AIM's normal procedures.

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3. Accountabilities

3.1 Responsible Officer

- a. **CEO:** has overall responsibility for this policy and procedure

3.2 Contact Officer

- a. **Executive Dean of Academic Affairs** is responsible for ensuring all students are aware of the *Student Copyright and Intellectual Property Policy and Procedure* and for monitoring and facilitating the implementation and regular review of this policy.
- b. **Students:** is responsible for complying with the student *Copyright and Intellectual Property Policy and Procedure*.

4. Supporting Information

4.1 Supporting Documents

- [Australasian Performing Right Association](#)

4.2 Related Documents

- [Student Grievances and Complaints Policy and Procedure](#)

4.3 Superseded Documents

- Nil

5. Definitions and Acronyms

TERM/ACRONYM	DEFINITION
AIM referred to as the 'Institute'	The Australian Institute of Music Limited ABN: 89 003 261 112; PRV: 12050; CRICOS 00665C.
AIM Intellectual Property (IP)	Intellectual Property which is owned by AIM according to the terms of this Policy or otherwise as a matter of law.
Commercial Enterprise	A company, organisation or institution whose business interests include the publication, marketing and/or commercialisation of intellectual property including Copyright Works.
Computer Works	Without limitation: <ul style="list-style-type: none"> • Computer software in any form and on any medium; • Multi-media works in any form which are accessible wholly or partly by means of a computer; • Web pages and web sites; and • Copyright Works created with the intention of accessing them primarily by computer.
Copyright Work	Any work as defined in the <i>Copyright Act 1968</i> (Cwlth) including artistic, literary, dramatic, or musical work, sound recording, cinematograph film, television broadcast, sound broadcast, published edition of a work, photograph, video recording, CD ROM or Computer Works. For the purposes of this Policy, Copyright Work shall also include monographs and

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	scholarly works including manuscripts, lecture notes and other materials prepared for educational or scholarly purposes.
Course Materials	<ul style="list-style-type: none"> Any Copyright Work whether in electronic, written or any other form of media created by a Staff Member specifically for use in, or in connection with a course, subject or unit offered, or to be offered by the Institute or by an affiliated open learning or distance education agency; Any materials commissioned by the Institute specifically for use in, or in Institute or by an affiliated open learning or distance education agency unless there is an agreement to the contrary.
A Course of their Duties	The scope of duties as a Staff Member as set out in the terms and conditions of any relevant enterprise bargaining agreement, contract of employment, duty statement or any other agreement between the Staff Member and the Institute in effect at the time at which AIM IP or other IP was generated.
Intellectual Property (IP)	<p>Includes any rights in relation to:</p> <ul style="list-style-type: none"> a Copyright Work as defined in the <i>Copyright Act 1968</i> (Cwlth); a design as defined in the <i>Designs Act 1906</i> (Cwlth); a patent, application for a patent, invention, manner, method or process of manufacture, or method or principle of construction as defined in the <i>Patents Act 1990</i> (Cwlth); a trade mark as defined in the <i>Trade Marks Act 1995</i> (Cwlth); and including related rights and confidential information and know-how in relation to the above rights, or as otherwise determined by the Institute <p>The definition of Intellectual Property may be amended from time to time consistent with Commonwealth legislation and international conventions.</p>
Net Revenue	In relation to a particular item or related items of Intellectual Property, the revenue remaining after the deduction by the Institute of its reasonable costs incurred in the production, development, protection and Commercialisation of AIM's IP.
Originator	Any Staff Member or Student of the Institute (or group of them) who creates, whether or not in conjunction with another person, any Intellectual Property.
Purposes	The purposes of AIM from time to time as expressed in the Institute's Statement of Vision, Mission, Values and Goals
Resources	Includes physical infrastructure, equipment, technical support and administrative, financial, human and legal resources.

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Revenue	The gross proceeds of Commercialisation of AIM IP received by the Institute within each calendar year. This shall include, but not be limited to, any amount in the form of a lump sum, royalty or other payment.
Specific Contribution	In relation to the creation of Intellectual Property, means funding, resources, facilities or apparatus which are contributed by the Institute (beyond that which is ordinarily contributed).
Staff Member	Any person who was at the relevant time, employed by AIM and includes the general staff of the Institute but does not include visitors or adjunct appointments to the Institute
Student	Any person who is or was at the relevant time enrolled as a postgraduate or undergraduate student at the Institute

6. Approval and Review Details

Version	Date Approved by Leadership Group	Date Approval Academic Board	Date Approved by Board of Directors	Amendment Details
1.0	30/05/2018	07/06/2018	21/06/2018	New Policy
1.1	17/04/2020	24/04/2020	14/05/2020	Reviewed, updated and reformatted
1.2	N/A	N/A	N/A	Slight amendment to format

7. Flowchart – Showing process and decision points

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