

RANZCOG Intellectual Property Policy and Procedure

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. This Policy therefore provides for clarity in the delineation of ownership, commercialisation and general use or dealings with intellectual property.

1. Definitions

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.
Author	The original creator[s] or author[s] of intellectual property.
Dealings or Deal	Dealing with intellectual property means viewing, listening, reproduction or copying, communication to members, trainees or Employees for the purposes of employment, studying or expressly agreed purposes. Dealings do not include financial or commercial purposes unless agreed otherwise.
Diplomates	Diplomates of the College.
Employees	Persons who are employed under contracts of employment by the College whether on full-time, part-time, casual, temporary, seasonal or one-off basis.
Fellows	Fellows of the College.
Intellectual Property or 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.
Members	Members of the College as defined in Subclause 3.1 of the RANZCOG Constitution and relevant Regulations.
Prohibited dealings	Prohibited dealings in relation to intellectual property 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; providing unrestricted access to intellectual property by open access publishing; or causing intellectual property to be heard or seen in public; other than for the purposes of normal College activities and processes.
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.
The College	The Royal Australian and New Zealand College of Obstetricians and Gynaecologists (or 'RANZCOG').
Third Parties	Parties other than 'Employees', 'members', 'Trainees' and 'The College', as the case may be.

Trainees	Trainees of the College (in any training program, including Specialist IMGs assessed by the College and who are working towards College Fellowship).
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.

2. Introduction and Scope

The College, through its various activities, creates and contributes to a wide range of policies, research, publications, seminars and documents. Some of the materials created by or for the College have commercial or strategic value. Thus, the College has a real interest in protecting and appropriately managing its intellectual property.

At the very least, the College needs to ensure that it can freely use all intellectual property created by it or for it.

The College does not seek to claim ownership of legitimate rights of researches (whether funded by the College or not).

However, this Policy seeks to outline the issues that need to be considered when intellectual property is created, and to guide further decisions (if any) necessary to ensure clarity and certainty of intellectual property use, recording and management.

If in doubt, queries about the rights of members (including Fellows and Diplomates), trainees, researchers, contractors and collaborators working with the College should be directed to the Office of the President and CEO.

3. Purpose

The purpose of this Policy is to:

- Secure and protect the intellectual property of the College.
- Clarify rights to access and use the intellectual property of the College.
- Clarify ownership of intellectual property of Employees of the College.
- Clarify the permitted use of any of the College intellectual property material by third parties, members and trainees.
- Clarify ownership over intellectual property attributable to members and trainees.
- Attribute moral rights to original authors/creators.
- Clarify dealings between authors and third parties.
- Recognise the benefits of open access to and public dissemination of knowledge, while balancing this with the need to protect intellectual property where there is a commercial opportunity.

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

4. Policy

4.1 Introduction

The College is committed to excellence in teaching, research and the dissemination of knowledge amongst the community. As an educational institution, the College's integral aim is to produce and circulate both novel and existing knowledge.

4.2 Acknowledgement of ownership

All intellectual property of the College will be denoted '© Copyright – Royal Australian and New Zealand College of Obstetricians and Gynaecologists. All rights reserved' or '© Copyright – RANZCOG. All rights reserved' or such other notice as may be appropriate, and thus clearly acknowledge the College's ownership and that the right to use any intellectual property may be restricted.

4.3 Moral rights of author[s]

The College recognises that the moral rights in intellectual property are vested in the original creators or authors 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 material distortion, alteration, mutilation of the intellectual property, or any other action which is prejudicial to the author's honour and reputation.

5. Determining ownership and interest of intellectual property rights and equities

5.1 The College

The College has beneficial and legal ownership of all existing or future intellectual property created or developed in the College's name or by other parties, in accordance with this Policy.

5.2 Employees of the College

It is 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. 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.

Ownership of existing or future 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, shall vest in and be the property of the College (including all copyright therein).

5.3 Members of the College

Generally, intellectual property created by members will be vested in the creating member(s) subject to one exception.

Ownership of existing or future intellectual property which has been created or developed by members 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 is 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 will be jointly decided through a written agreement between all relevant parties.

The College may require members who participate in College funded activities to sign an agreement or give a written acknowledgement that intellectual property will vest in the College, or that the College is granted a licence to use or otherwise exploit that intellectual property. A deed of assignment is attached.

Sometimes, external parties providing funding (eg government funding) will require that members or College representatives agree and acknowledge that intellectual property will vest in either the funder (eg government) or the College, or that the College or funder is granted a licence to use or otherwise exploit that intellectual property.

5.4 State and Territory Committees and Te Kāhui Oranga ō Nuku

State and Territory Committees and Te Kāhui Oranga ō Nuku of the College are part of the College legal entity, and do not have independent legal status. Intellectual property used or developed by State and Territory Committees and Te Kāhui Oranga ō Nuku are therefore College intellectual property and should be dealt with in accordance with this Policy.

It is recognised that State and Territory Committees and Te Kāhui Oranga ō Nuku may store, and wish to allow use of, some intellectual property with related colleges, medical societies and others.

State and Territory Committees and Te Kāhui Oranga ō Nuku using, communicating or sharing intellectual property with others, including other colleges and third parties should ensure that:

- The requirements of this Policy are met
- The College, through the CEO, is aware of the intention to communicate or share the intellectual property in question;
- All intellectual property carries the description '© copyright – RANZCOG. All rights reserved' or such other notice as may be appropriate; and
- Those third parties using College intellectual property do so under explicit written arrangements (licence, MOU, agreements, etc).

5.5 Research

The College funds and supports significant research projects and other similar activities through the RANZCOG Foundation.

It is not intended that the College claim ownership of legitimate research work, simply because it is funded by the College. Under most research projects funded by College grants under its research program, researchers will retain intellectual property ownership in accordance with separate written agreement.

However, where research is commissioned by the College on a contract basis, for the benefit of the College, it will be usual to require in the contract commissioning the work that intellectual property created will be owned by the College.

5.6 Trainees

During their training with the College, trainees acquire the appropriate information, knowledge and skills to graduate with FRANZCOG or other designation. Ordinarily the College has no control 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 must 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 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.

Ownership of existing or future intellectual property which has been created or developed by trainees 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 will be jointly decided through a written agreement between all relevant parties.

The College may require trainees who participate in College funded activities to sign an agreement or give a written acknowledgement that intellectual property will vest in the College. A deed of assignment is attached.

5.7 Councillors

Councillors are often the Fellows who contribute significantly to the development of materials for the College. 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 of the College will usually be regarded as having been created by them as agents for the College. Accordingly, the College will usually retain intellectual property rights in that material. There may be occasions, however, when joint authorship between the College and a Councillor is appropriate. In these special cases, the Councillor should make a request to the Board that joint ownership be recognised, to obtain explicit approval from Board of this joint ownership, and an appropriate agreement or arrangement will be documented to confirm future use and other issues.

Where existing intellectual property is incorporated into material created for the College, Councillors will be asked to indicate that the College has been granted a licence to use and otherwise exploit the material in questions, while acknowledging the prior existence and ownership of the intellectual property relating to the relevant material. A deed of assignment is attached.

5.8 Other parties, including contractors, consultants and volunteers

Contractors, consultants and volunteers are not employees of the College, and accordingly will not be covered by the usual position at law. Like with members, specific arrangements will need to be made with each non-employee third party in relation to intellectual property that may be developed by them, either with or for the College. In particular, commercial contractors and consultants should have formal agreements which clarify the position in relation to intellectual property and, preferably, ensure that any intellectual property developed will become the property of the College.

6. Permitted dealings with intellectual property

6.1 Employees, members and trainees of the College

Generally Employees, members and trainees of the College are able to deal with any intellectual property belonging to the College, save for situations where dealings are of a commercial or financial purposes or nature or travel beyond the meaning of 'dealing' as defined in this Policy.

Employees of the College may only communicate intellectual property to Employees, members or trainees of the College for the purposes of administration, research, review, training or teaching. All documents will carry the description '© Copyright – RANZCOG. All rights reserved' or such other notice as may be appropriate.

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

6.2 The College

The College may seek a right to use intellectual property, whether or not ownership is vested in the College. The College will consult with the owner of intellectual property, and agree in writing as to the manner and extent of such licensing.

6.3 Use of publicly available College intellectual property

Where the College consents to intellectual property (in which it has or may have an interest) being made publicly available pursuant to the section below on 'Prohibited Dealings with Intellectual Property' of this Policy (whether by open access publishing, publications or the College's website) that intellectual property is provided for the benefit of the community. The use of the College intellectual property is encouraged, provided that the appropriate acknowledgement of the College (and any joint owner or author) is clearly made.

7. Prohibited dealings with intellectual property

Unless prior written consent is given by the College, prohibited dealings with intellectual property in which the College may have an interest are generally not permitted, except in accordance with this Policy, particularly where they are dealings of a financial or commercial nature.

8. Notification of dealings with intellectual property

If you believe there is an actionable claim to any intellectual property, you must ensure that appropriate records are kept so that any legal claims to the intellectual property rights can be substantiated by the College.

Should Employees, members 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, including any actions or dealings which may give rise to an actionable claim to intellectual property, then they must notify the College through the CEO as soon as practicable.

Notification must be given to the College CEO 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.

Formal agreement or acknowledgements may be required. All works provided will carry the description '© Copyright – RANZCOG. All rights reserved' or such other notice as may be appropriate.

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 the manner and extended to which such

intended dealings may be carried out. The College is not obliged to permit the intended dealings and only the President and CEO, or their nominated representative(s), are authorised to engage in dealings relating to intellectual property in which the College may have an interest.

9. Related RANZCOG documents

- Deed of Assignment of Intellectual Property Form

Version	Date of Version	Pages revised / Brief Explanation of Revision
v1	November 2015	RANZCOG Board
v2	October 2019	ELT
v3	December 2019	Executive Leadership Team

Policy Version:	Version 3
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