



INTELLECTUAL PROPERTY POLICY AND PROCEDURES

1. Purpose

- 1.1 Lincoln Institute of Higher Education (LIHE), trading as Lincoln Education Australia (LEA), regards the identification, protection and responsible management of intellectual property as essential to academic integrity, to research quality, and to the interests of the staff, students and research candidates who create it.
- 1.2 This Policy establishes how LIHE identifies, owns, manages, protects and, where appropriate, commercialises intellectual property. It applies to intellectual property created in the course of coursework study, works of scholarship, employment, and — as newly and expressly provided in this version — higher degree by research (HDR) training.
- 1.3 This version gives effect to Standard 4.1.1b of the Higher Education Standards Framework (Threshold Standards) 2021, which requires that research and its associated activities be conducted in accordance with a research policy framework designed to achieve clarification of the ownership and management of intellectual property. In particular, it clarifies the ownership and management of the materials, data, software and thesis that a research candidate creates during candidature.
- 1.4 This Policy is to be read together with the Candidate Intellectual Property Deed at Appendix A, which each HDR candidate executes on enrolment and which records, in a manner binding on the candidate and LIHE, the ownership and licensing arrangements set out in clause 6.

2. Scope and application

2.1 This Policy applies to:

- All students of LIHE, including higher degree by research candidates;
- All staff of LIHE, including sessional, adjunct, visiting and honorary appointees;
- Supervisors, examiners, contractors and consultants engaged by LIHE; and
- All parties to a research partnership or collaboration involving LIHE.

2.2 This Policy applies to research and research training. The statement in the previous version that LIHE “is not engaged in research training, so this policy applies to works of scholarship alone” is removed. LIHE delivers the Master of Information Technology (Research) and this Policy applies in full to the intellectual property created by candidates and supervisors in that course and in any future research course.

2.3 Where a student is also employed by LIHE, that person is treated as a staff member in respect of intellectual property created in the course of their employment, and as a student or candidate in respect of intellectual property created in the course of their study or candidature. Where a single item of intellectual property is created in both capacities, ownership is determined by the capacity in which the substantial creative contribution was made, and any doubt is resolved in writing under clause 8 before the work is used or disseminated.



2.4 This Policy governs ownership and management of intellectual property. It is distinct from, but operates alongside, the Authorship and Publication Policy, which governs the separate question of who is credited as an author. A person may own intellectual property without being an author of a related output, and may be an author without owning the underlying intellectual property.

2.5 Where an external funding agreement, partnership contract, scholarship condition or professional requirement imposes obligations more stringent than this Policy, or allocates ownership differently, that instrument prevails to the extent of any inconsistency, provided it has been approved under clause 7 and recorded before the research commences.

3. Definitions

Term	Meaning
Candidate	A student enrolled in a higher degree by research course offered by LIHE.
Candidate IP Deed	The deed at Appendix A, executed by each candidate and LIHE on enrolment, which records the ownership and licensing arrangements in clause 6.
Commercialisation	The process of making intellectual property available to market, including by licence, assignment, sale or the formation of a spin-out entity.
Foreground IP	Intellectual property created by a person in the course of, and as a result of, their study, candidature or employment at LIHE.
Background IP	Intellectual property owned or controlled by a person before, or independently of, their study, candidature or employment at LIHE, or created by them outside that activity.
Intellectual property (IP)	Any product of intellect, skill or effort in which rights subsist, including: copyright and neighbouring rights (literary, dramatic, musical and artistic works, film, sound recordings, broadcasts, published editions and computer programs); inventions, patents, and registered and unregistered designs and trade marks; circuit layouts; confidential information, trade secrets and know-how; rights in databases; rights in relation to traditional and Indigenous knowledge; and all similar rights recognised under Article 2 of the WIPO Convention (1967).
Moral rights	The rights of an author or creator under the Copyright Act 1968 (Cth) to be attributed, not to be falsely attributed, and to the integrity of authorship of a work. Moral rights are personal and are not assigned by this Policy or the Candidate IP Deed.
Research data	The recorded factual material commonly accepted in the research community as necessary to validate research findings, including datasets, code, models, notebooks, instruments and specimens.
Scholarly work	A book, article, thesis, paper, artistic work or similar work of scholarship, of a kind that is customarily produced and published by academic authors on their own account.



Term	Meaning
Thesis	The examinable research output submitted for the award of a higher degree by research, including any accompanying data, software or materials submitted with it for examination.

4. Principles

- 4.1 LIHE respects and protects the intellectual property rights of all persons, whether internal or external to LIHE, and requires that creators be acknowledged in accordance with the Academic Integrity and Misconduct Policy and the Authorship and Publication Policy.
- 4.2 Ownership of intellectual property is determined by this Policy and, for candidates, by the Candidate IP Deed, and is not affected by the seniority, employment status or enrolment status of the creator.
- 4.3 A research candidate owns the intellectual property they create during candidature, including their thesis, subject only to the licences and obligations in clause 6 that enable LIHE to examine, retain, archive and lawfully use that work.
- 4.4 Moral rights are personal to the creator, are always retained, and are not assigned under this Policy or the Candidate IP Deed.
- 4.5 Ownership and management arrangements are settled in writing at the earliest practicable stage — on enrolment for candidates, and before a research partnership commences — so that creators understand their rights before they create.
- 4.6 LIHE manages intellectual property in accordance with the National Principles of Intellectual Property Management for Publicly Funded Research and the Australian Code for the Responsible Conduct of Research (2018).

5. Ownership — staff, students and works of scholarship

5.1 Intellectual property owned by LIHE

- 5.1.1 LIHE owns intellectual property created by a member of staff in the course of, and for the purposes of, their employment, including teaching materials, administrative materials, promotional materials, and commissioned works, except as provided in clauses 5.2 and 6.

5.2 Intellectual property not claimed by LIHE

- 5.1.2 LIHE does not assert ownership over:
 - Scholarly works produced by staff, such as books, articles and conference papers, that are customarily published by academic authors on their own account;
 - Works of art or design, creative writing, musical or dramatic works and film, unless commissioned by LIHE;
 - Background IP created before, or independently of, employment or enrolment; and
 - Intellectual property developed by students in the course of their coursework study, including assessable work, which belongs to the student.



5.3 Teaching materials

- 5.1.3 For teaching materials developed and used solely for learning and teaching internal to LIHE, LIHE holds a permanent, royalty-free, non-exclusive licence and no royalty is payable to the creator. Where teaching materials are commercialised, royalties are payable to the creator in accordance with clause 7.

6. Ownership and management of intellectual property created by research candidates

This clause clarifies the ownership and management of the materials, research data, software and thesis that a candidate creates during candidature. It responds directly to the requirement of Standard 4.1.1b, and is given contractual effect by the Candidate IP Deed at Appendix A.

6.1 Candidate ownership (general rule)

- 6.1.1 A candidate owns the foreground intellectual property they create in the course of their candidature, including:
- The thesis and its constituent chapters, drafts and figures;
 - Research data generated by the candidate;
 - Software, source code, models and algorithms written by the candidate; and
 - Other materials, designs and works authored by the candidate as part of the research project.
- 6.1.2 Candidate ownership under clause 6.2.1 is subject to the licences and obligations in clauses 6.4 to 6.7, and to any different allocation agreed in writing under clause 6.8 before the relevant work is created.

6.2 Background IP and third-party IP

- 6.2.1 A candidate retains ownership of their background IP. By enrolling, the candidate grants LIHE and their supervisors a non-exclusive, royalty-free licence to use that background IP to the extent necessary to supervise, examine and support the research project.
- 6.2.2 Where a research project will use intellectual property owned by a third party (including an employer, a partner organisation, or the owner of a licensed dataset or software), the terms of use must be settled in writing before the project begins, and recorded with the Research Office.

6.3 Licence to LIHE

- 6.3.1 By executing the Candidate IP Deed, the candidate grants LIHE a perpetual, irrevocable, royalty-free, non-exclusive licence to retain, reproduce, communicate, archive and make available the thesis and associated materials for the following non-commercial purposes:
- Examination of the thesis and administration of the candidature;



- Retention of a copy in the LIHE Research Repository and, subject to any approved embargo, its provision for open access in accordance with the Authorship and Publication Policy;
- Quality assurance, accreditation, audit and regulatory reporting, including provision to TEQSA on request; and
- Use of the work, with attribution, for teaching and further research where the candidate consents.

6.3.2 This licence does not transfer ownership, does not permit commercial exploitation by LIHE without a separate agreement under clause 7, and does not derogate from the candidate's moral rights.

6.4 Where LIHE or a partner may own or share candidate IP

6.4.1 The general rule of candidate ownership does not apply, and ownership vests in or is shared with LIHE or a third party, only where one or more of the following applies and the position has been agreed in writing before the work is created:

- **Sponsored or contracted research.** The project is funded or commissioned under an agreement that allocates ownership to LIHE or a partner.
- **Significant LIHE or third-party background IP.** The foreground IP is built substantially on background IP owned by LIHE or a third party, such that separate ownership is impractical.
- **Employed candidates.** The candidate is also employed by LIHE and the IP is created in the course of that employment rather than the candidature (see clause 2.3).
- **Team or platform research.** The IP is created as part of a larger team project or shared research platform, in which case ownership is shared on terms recorded in the project agreement.

6.4.2 Where clause 6.5.1 applies, the candidate must be informed of the arrangement, and must agree to it in writing, before enrolling in the affected project or before the relevant work commences. A candidate who does not agree may not be required to undertake that project, and an alternative project consistent with candidate ownership must be made available where reasonably practicable.

6.5 Data management and retention

6.5.1 Ownership of research data does not displace the obligation to manage and retain it. Each candidate prepares a Data Management Plan and manages, stores and retains research data in accordance with the Data and Records Integrity Policy and Procedures, including retention for a minimum of seven (7) years from the date of the last action or publication, or longer where clinical, community or contractual requirements apply.

6.5.2 LIHE provides secure storage and, on completion, the candidate deposits data, software and materials in accordance with their Data Management Plan. The candidate's ownership continues, and LIHE holds the deposited material under the licence in clause 6.4.



6.6 Commercialisation of candidate IP

- 6.6.1 Where candidate-owned foreground IP has commercial potential, the candidate may choose whether to pursue commercialisation. Where the candidate wishes to do so through LIHE, or where LIHE and the candidate agree to commercialise jointly, a separate written agreement is made under clause 7, and revenue is shared under clause 7.4.
- 6.6.2 LIHE does not acquire any right to commercialise candidate-owned IP except by an agreement freely entered into by the candidate. A supervisor acquires no ownership or commercialisation right in a candidate's IP by reason of the supervisory relationship.

6.7 Recording, variation and disclosure

- 6.7.1 The ownership and licensing position for each candidate is recorded in the Candidate IP Deed at enrolment. Any project-specific variation under clause 6.5 is recorded as a schedule to the Deed, signed before the affected work begins.
- 6.7.2 A candidate who creates IP that may be patentable or otherwise protectable must disclose it promptly to the Dean (Research) so that protection is not lost through premature publication. The Dean (Research) advises the candidate on protection options and on the interaction with the publication and thesis-deposit timelines in the Authorship and Publication Policy.

7. Research partnerships and commercialisation

7.1 IP agreements

- 7.1.1 Research undertaken using LIHE resources, or involving LIHE staff or candidates, is prefaced by a written agreement that clarifies ownership, authorship, licensing, the resources invested, and confidentiality. For candidate research this agreement is consistent with the Candidate IP Deed.

7.2 Research partnerships

- 7.2.1 Where LIHE enters a research partnership with a third party:
- A senior staff member is designated Chief Investigator;
 - The Chief Investigator submits a proposal to the CEO, who consults the Dean (Research);
 - On approval, the Chief Investigator oversees the project for compliance with LIHE policies and legislation, and ensures a signed agreement clarifies authorship, ownership, licensing and the resources invested, including the position of any candidate involved; and
 - The Chief Investigator reports to the CEO on conclusion of the project.



- 7.2.2 Where a candidate participates in a partnership, the candidate's ownership rights under clause 6 are protected in the agreement, and the candidate's written agreement to any variation is obtained before the candidate begins work.

7.3 Decision to commercialise

- 7.3.1 The CEO, on the recommendation of the Dean (Research) for research IP or the Academic Dean for other IP, determines whether IP owned by LIHE should be commercialised, having regard to the benefit to society, the benefit to LIHE, the protection of the rights and royalties of creators, and the costs. Commercialisation of candidate-owned IP requires the candidate's agreement under clause 6.7.

7.4 Revenue sharing

- 7.4.1 Where LIHE commercialises IP it owns, net commercialisation revenue is distributed:
- 50% shared among the creators (staff, students and/or candidates with a recognised interest); and
 - 50% to LIHE for general purposes, with the expectation that it will foster research and scholarship.
- 7.4.2 Where candidate-owned IP is commercialised jointly with LIHE under clause 6.7, revenue is shared on terms agreed with the candidate that are no less favourable to the candidate than clause 7.4.1, reflecting the candidate's ownership.
- 7.4.3 LIHE bears the costs of commercialising IP it owns; costs of jointly owned or partnered IP are negotiated with the relevant party.

8. Intellectual property disputes

- 8.1 A concern or dispute about the ownership, management or commercialisation of intellectual property is raised in the first instance with the Dean (Research) for research and candidate IP, or the Academic Dean for other IP.
- 8.2 Where the matter is not resolved, it is referred to the CEO, who may refer it to the Corporate Governance Board. The Corporate Governance Board may refer the dispute to an independent expert, at LIHE's cost, and its decision is final within LIHE.
- 8.3 A candidate's candidature, supervision, assessment or progression must not be adversely affected because the candidate has raised an IP concern in good faith. A dispute concerning authorship (as distinct from ownership) is dealt with under clause 10 of the Authorship and Publication Policy. Nothing in this clause limits a candidate's right to seek external review, including through the National Student Ombudsman.



9. Induction, information and compliance

- 9.1 Intellectual property, including the effect of this Policy and the Candidate IP Deed, is a compulsory component of the induction to research undertaken by every candidate and supervisor, consistent with the Code of Conduct for Graduate Research and the research training policy framework. This gives effect to Standard 4.2.4.
- 9.2 A plain-language summary of this Policy, and a link to the Policy and to the Candidate IP Deed, is provided to prospective students before they accept an offer, in the Student Information – MIT (Research) Handbook and on the LIHE website, consistent with Standard 7.2.2d.
- 9.3 All staff, students, candidates and parties to research at LIHE must comply with this Policy. Non-compliance may result in action under the applicable staff, student or research integrity policy.

Version History		
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2.0	Academic Board	28/07/2026

*Policy review date is 3 years from date of approval