Intellectual Property Policy

Section 1 - Background

(1) This Policy establishes sound principles for the encouragement of invention, creative work and technology transfer. The Policy promotes compliance with intellectual property laws, and sets out how Australian Catholic University governs intellectual property rights in order to meet its initiatives.

(2) This Policy describes the principles of ownership, licensing, management, commercialisation and use of Intellectual Property (IP) at ACU.

Section 2 - Purpose

(3) The purpose of this Policy is to:

a. clearly articulate who owns IP under most circumstances at ACU;
b. foster an environment that encourage the creation and development of IP:
c. outline ACU's position on the use of Third Party Material, including compliance requirements, in accordance with related procedures: Copyright Use of Third-Party Works Procedure, Copyright Notice and Takedown Notice Procedure, and Copyright Notices Signage Procedure; and
d. Provides for the appropriate distribution of the proceeds of successfully commercialised intellectual property.

(4) ACU wishes to create a climate for innovation and invention, and to create a climate of creativity for the creation of artistic works.

(5) ACU will develop procedures to support the protection and commercialisation of IP consistent with the following principles:

a. to facilitate engagement with external partners;
b. to support research including entrepreneurial and commercial endeavours;
c. to enable ACU and University Members to receive a monetary benefit from commercialisation of IP; and
d. to identify and manage appropriately risks to ACU associated with IP rights and entitlements, including commercialisation.

Section 3 - Scope / Application

(6) Intellectual Property (IP) means all current and future intellectual and industrial property rights and interests throughout the world, whether registered or unregistered. This includes, without limitation:

a. Trademarks, multimedia subject matter, service marks and commercial names and designations (see the Trade Marks Act 1995 (Cth));
b. designs;
c. patents and inventions;

d. plant breeder's rights (see the Plant Breeder's Rights Act 1994 (Cth));
e. circuit layouts (see the Circuits Layout Act 1989 (Cth));
f. literary works (including computer programs), artistic works, music and scientific works;
g. legally enforceable rights in relation to confidential information, trade secrets, know-how and analogous rights; and
h. all rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization (see TRT/CONVENTION/001) of 14 July 1967, as amended from time to time, including all statutory and other proprietary rights, any common law rights, and rights to apply for registration of any such rights.

(7) For clarity, copyright (Copyright Act 1968 (Cth)) is a distinct category of property. It protects the original expression of ideas in material form (e.g., written text, diagrams, images, data compilations). Copyright does not extend to the background intellectual property, underlying ideas, discoveries or inventions described in such material. Where research gives rise to patentable inventions or other forms of intellectual property, the university may claim ownership of those rights in accordance with clause (6), while the author retains copyright of the written or creative work itself.

(8) This Policy applies to IP created by past and present University Members in the course of their membership. It may also be applied to others by adoption or agreement.

(9) This Policy operates subject to any applicable legislation, enterprise agreements, industrial instruments, contracts, or other binding agreements entered into by the University. To the extent of any inconsistency, the terms of those instruments or agreements prevail.

(10) Where it is considered appropriate having regard to the circumstances of the project, the interests of the University, and any relevant legal, contractual or commercial considerations, the Deputy Vice-Chancellor (Research and Enterprise) may, on a case-by-case basis, approve variations to or exemptions from the operation of this Policy in relation to the ownership, protection, or commercialisation of IP.

(11) Any variation or exemption approved under clause (10) must be documented in writing and will not create a precedent for other projects or arrangements.

Section 4 - Policy Statement and Principles

Ownership of Staff Generated Intellectual Property

(12) Except where the work incorporates significant Indigenous Cultural and Intellectual Property (ICIP), ACU asserts ownership of, and requires assignment of, Intellectual Property created by Staff in the following circumstances:

a. IP created by staff in the course and scope of their employment, excluding scholarly works (see clause (13);
b. copyright work created by staff in the course of their employment, including but not limited to documents, teaching materials, PowerPoints, recorded lectures, memoranda, letters, administrative reports, meeting minutes, course outlines, final examinations lab manuals and works;
c. work created by or on behalf of ACU or a Faculty / Directorate by Affiliates for the specific use of ACU or a Faculty / Directorate;
d. work commissioned by ACU; and
e. IP created pursuant to specific sponsored or contract research activities, the ownership of which shall be governed (in whole or in part) by the sponsor's regulations or the terms of the contract.

(13) The University does not claim ownership of IP in scholarly works, except where a work is specifically commissioned by the University or created under a separate agreement. Where a scholarly work is produced under a

third-party agreement, funding arrangement, or collaboration, the ownership and licensing terms of that arrangement will prevail. If a work could reasonably be considered both teaching material and a scholarly work, it will be treated as teaching material under this Policy.

(14) ACU is granted a non-exclusive, royalty-free, perpetual, worldwide license to use scholarly works for teaching, research, and educational purposes, including open access publication, without affecting the moral rights of the creator.

(15) ACU is entitled to receive from the Copyright Agency (CA) any remuneration collected by CA in respect of the reproduction of any ACU owned works.

(16) Staff involved in activities sponsored by or undertaken at an affiliated or third-party organisation, including but not limited to academic sabbaticals and joint appointments, must familiarise themselves with the Intellectual Property policies governing their involvement and seek guidance from the Office of General Council as appropriate.

Ownership of Student Generated Intellectual Property

(17) Prior to commencing their project, Candidates must discuss the IP implications of the proposed research with their supervisor and the Graduate Research Office, including any IP that may need to be accessed and any IP that may be created in the course of the research. As a pre-condition of participation in an Honours by Thesis or Higher Degree by Research (HDR) program, a Candidate may be required to assign Intellectual Property to the University via a deed of assignment under certain conditions.

(18) Assignment of IP to the University is mandatory in the following circumstances:

a. project involving Collaborative Research Activity, meaning joint creation of Intellectual Property with other researchers or external collaborators (excluding ordinary supervisory advice and guidance);
b. projects involving substantial university support beyond standard teaching and supervision e.g., funded research assistant support, access to specialised infrastructure or facilities not normally available to students, direct project funding;
c. projects involving the substantial use of University background IP, where such IP is essential to the design, conduct, or outcomes of the project, and where continued University ownership is reasonably necessary to protect or commercialise that background IP;
d. projects receiving formal commercialisation support from ACU, defined as substantial investment of University resources for the purpose of commercial development (including but not limited to: funding of patent applications, legal or licensing negotiations, or direct financial investment); and
e. projects governed by a Contracted Agreement that requires assignment of Intellectual Property.

(19) In projects covered by clause (18), Candidates will be required to enter into an agreement to formally assign IP ownership to the University prior to commencing their program of study.

(20) Assignment of IP to the University provides Candidates the same opportunities, rights and responsibilities as University Staff in relation to commercialisation.

(21) If a Candidate does not wish to assign IP under the circumstances described in clauses (17) – (19), the University will reasonably support the candidate to identify an alternative project where mandatory IP assignment would not apply. A new project must be selected and formally approved within 90 calendar days of notification. Failure to do so will result in forfeiture of the candidate's place in the program.

(22) Prior to requiring a Candidate to enter into an agreement to assign Intellectual Property under (15), the University must provide the candidate with:

a. A clear written notice that assignment of Intellectual Property is a condition of the proposed project;
b. An explanation, in plain language, of the effect of the assignment, including its implications for ownership, future use, publication, and commercialisation; and
c. Guidance from the Graduate Research Office regarding the University's intellectual property framework, relevant policies, and the Candidate's rights and obligations.

(23) Candidates must be given a reasonable period of time to consider the proposed assignment agreement and to seek independent legal advice before deciding whether to proceed with the project. The University must not require execution of the assignment without providing this opportunity.

(24) The University must ensure that any agreement to assign Intellectual Property is entered into voluntarily and with informed consent. A Candidate's decision to proceed with, or decline, a project requiring mandatory IP assignment must not prejudice the Candidate beyond the consequences expressly provided for in clause (21).

(25) Graduate Research Candidates retain copyright ownership in their theses and scholarly works, unless there is a Contracted Agreement to the contrary.

(26) Undergraduate coursework students retain ownership of all Intellectual Property they create in the course of their studies, unless otherwise agreed in writing through a Contracted Agreement or other formal arrangement that expressly provides for assignment or licensing of such Intellectual Property.

Ownership of Affiliate Generated Intellectual Property

(27) Intellectual Property created by an Honorary Appointee or Visiting Scholar in the performance of activities under a Contracted Agreement must be assigned to ACU, and ACU will assert ownership of and entitlement to such Intellectual Property in accordance with that agreement.

(28) Prior to generating Intellectual Property with an Honorary Appointee or Visiting Scholar, University Members must ensure that a Contracted Agreement, including appropriate Intellectual Property provisions, is in place. No such activity may proceed until the agreement has been finalised.

Indigenous Cultural and Intellectual Property (ICIP)

(29) Where the creation of ACU intellectual property involves Aboriginal and Torres Strait Islander interests or property and/ or the use of Indigenous knowledges, ACU will consult with the relevant Aboriginal and Torres Strait Islander peoples, Traditional Owner groups, and communities, including Elders. This consultation will ensure that any decisions regarding the protection, development, and commercialisation of that intellectual property align with Aboriginal and Torres Strait Islander protocols, ethical rights, and established guidelines. These include but are not limited to A Guide to applying The AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research and the National State Libraries of Australasia (NSLA), (see the National and State Libraries Australasia, Position statement: Indigenous Cultural and Intellectual Property (ICIP)), noting that the protocols and ethical guidelines may vary between different Aboriginal and Torres Strait Islander groups and communities.

(30) To support the translation of these commitments from policy into practice, ACU will operationalise its responsibilities through the Australian Catholic University Indigenous Cultural and Intellectual Property (ICIP) Protocol. This Protocol provides a practical framework for recognising, respecting, and upholding the rights of Aboriginal and Torres Strait Islander peoples in relation to their cultural and intellectual property. It outlines procedures for engagement, consent, attribution, Data Sovereignty and benefit-sharing, ensuring that ACU's actions are not only ethically sound but culturally responsive and community-informed.

Creative works

(31) ACU may, from time to time, commission works from University Members for use by ACU.

Moral Rights

(32) ACU observes the Moral Rights of its University Members and of copyright owners of third party works in accordance with the provisions of the Copyright Act 1968 (Cth) by taking all reasonable steps to ensure the Creator is acknowledged in any relevant documentation.

(33) Where a copyright work is reproduced, adapted, edited, formatted, or otherwise modified by or on behalf of the University, ACU will take reasonable steps to ensure that such use does not infringe the Creator's Moral Rights, having regard to the purpose and context of the use.

(34) Where routine or foreseeable modifications are required, including for teaching, research, accessibility, or administrative purposes, ACU may seek written consent from the Creator to such modifications. Any consent must be limited to what is reasonably necessary for those purposes.

Open Education

(35) ACU is committed to the creation and dissemination of knowledge for the benefit of society. Where ACU is the copyright owner, ACU supports the use and sharing of Open Educational Resources (OERs) to widen access to education, and to improve both the cost-efficiency and quality of teaching and learning outcomes. ACU encourages the adoption, adaptation, and creation of high quality OERs where they contribute to quality learner experiences and success, and where ACU's reputation and priorities are promoted, including aspiration and inclusion.

(36) ACU supports the use of Creative Commons Licenses when making ACU learning and teaching materials available as OERS.

(37) While ACU is committed to creating OERs, open licensing may not be appropriate where education materials are able to be commercialised, contain confidential information, or where releasing the material would infringe a legal commitment by ACU and / or the author.

Third Party Copyright Material

(38) ACU supports and encourages the lawful use of third-party copyright materials to enhance the activities of ACU.

(39) ACU will will ensure the use of third-party works at ACU is consistent with the following principles:

a. meets any requirements set out in the Copyright Act 1968 (Cth) (as amended), Copyright Regulations 2017 (Cth) (as amended), and statutory licences;
b. meets any contractual requirements determined by voluntary copyright licences entered into by ACU; and
c. implement best practice third-party copyright management recommended by Universities Australia or the majority of Australian universities.

Intellectual Property Disclosure

(40) University Members have a duty to disclosure to the University any Intellectual Property they create to which the University has a right of ownership under clauses (8) to (19).

(41) The disclosure of Intellectual Property must:

a. Identify all contributing Creator(s), to include contact details; and
b. Include all information necessary to fully describe the nature and operation of the discovery and/ or invention; and

c. Be repeated any time there is a material new development that impacts initial or prior disclosure(s); and
d. Occur at the earliest practical stage, or immediately upon recognition of potential commercial value; and
e. Occur prior to details being shared publicly in any setting, to include conference presentations or publications; and
f. Occur prior to details being shared with external parties, regardless of the existence or enforceability of any non-disclosure agreement(s).

(42) University Members are required to maintain adequate records concerning Intellectual Property and make these available to the University in full upon request. Records must be sufficient to allow the University to assess, protect, use and commercialise any discovery or invention.

(43) Upon receiving a disclosure, the University may seek further information or clarification, and may seek to verify the details of creative contributions to the discovery or invention.

(44) Persons who are not Creators but who otherwise make contributions to the creation of exploitation of Intellectual Property are considered Contributors and should be identified in an appendix to any disclosure.

Intellectual Property Commercialisation

(45) The University has sole rights to assess, protect, commercialise, acquire, assign, license, defend or enforce its rights over its Intellectual Property. The DVCRE, as the authorised decision maker for the University, retains discretion as to whether or not the University will pursue the protection or commercialisation of University owned Intellectual Property.

(46) Unless otherwise agreed by the DVCRE, applications for registration of intellectual property will be made in the name of the University.

(47) Where the University receives cash revenue from the commercialisation of Intellectual Property, the Creator(s) are entitled to receive a share of the net commercialisation proceeds, calculated after the recovery of approved costs and investments, as a personal entitlement. This entitlement will be paid through the University's payroll system and will be subject to PAYG withholding and any other taxation and statutory deductions required by law.

(48) Distribution of net proceeds will be as follows:

Party	Share of Net Proceeds
Creator(s)	50%
ACU	50%

(49) Where there is more than one Creator identified in the disclosure document or otherwise identified by the University during due diligence, all Creators must enter into an agreement which outlines the distribution of the Creator(s) share as per clause (48) as a pre-condition to any distribution of net proceeds. A certified copy of the agreement must be provided to ACU. The University will not distribute any proceeds to Creators in the absence of such an agreement.

a. Contributors are not automatically entitled to a share of net proceeds; however, should all Creator(s) agree, a portion of the Creator(s) share of any net proceeds may be paid to Contributor(s). Any such arrangement must be included in the distribution agreement described in clause (49).

(50) Where, following all appropriate due diligence, no Creator(s) can be clearly identified in accordance with this Policy the University will retain 100% of any net commercialisation proceeds.

(51) The ACU share of net commercialisation proceeds under clause (48) or clause (50) will be disbursed at the discretion of the DVCRE. In exercising this discretion, the University intends that funds will ordinarily be reinvested to support Faculty-level research, innovation, commercial and commercialisation activities.

(52) Where the University decides not to proceed with protection and/ or commercialisation of Intellectual Property, the Creator(s) may apply for a license to pursue commercialisation privately and will be responsible for all related expenses. Such a license, if granted at the discretion of the DVCRE, will be conditional on terms including but not limited to: recuperation of University costs, and ongoing royalties payable from any proceeds generated.

(53) Where a Creator wishes for the University to develop or otherwise support the commercialisation of Intellectual Property to which it has no claim of ownership under this policy, the Creator must enter into a formal agreement to assign full or partial ownership to ACU prior to the University making any investment.

(54) Creators who propose to leave the University or who are no longer subject to an agreement with the University, must ensure that all records and documents relevant to University owned intellectual property are provided to DVCRE as soon as practicable and in any case, prior to their departure.

Section 5 - Disputes

(55) ACU wishes to resolve disputes arising with respect to matters covered by this Policy quickly, fairly and, wherever possible, without resort to litigation or other public dispute resolution process. The intent is to reduce the strains that such disputes and their resolution place on the parties so as to affect the work and relationship of those involved as little as possible.

(56) If any dispute arises between the University and a University Member covered by this Policy with respect to the application of this Policy, the parties will first seek to resolve the matter under this Section 5. Nothing in this Section removes or limits access to other internal University procedures or external rights at law.

(57) If a dispute arises, then ACU will attempt to agree with the other party / parties to first attempt to resolve the dispute by mediation. Mediation shall ordinarily commence within 30 days of a written request by either party.

(58) If the dispute is not resolved within a reasonable time by mediation (being at least 30 days from commencement, unless the parties agree otherwise), ACU will submit the dispute to expedited arbitration administered by, and in accordance with, the Australian Disputes Centre (ADC) Guidelines. Failing agreement as to the arbitrator, the ADC would be given power to appoint a person (who is not the same person as the mediator) as arbitrator.

(59) Any mediation or arbitration may be held in person at a centre where an ACU campus is located, or virtually, as agreed between the parties, having regard to the convenience of the individuals involved.

(60) ACU will be represented at mediation by a person with appropriate authority to negotiate and, where reasonably practicable, to settle the dispute.

(61) Unless otherwise determined by the mediator or arbitrator, ACU will bear the costs of mediation. The costs of arbitration shall be shared equally between the parties, subject to the arbitrator’s power to apportion costs differently if appropriate in the circumstances.

(62) Nothing in this procedure removes the right of a staff member, former staff member, student, or former student to seek other

Section 6 - Roles and Responsibilities

(63) ACU will develop procedures to inform University Members and visitors of their responsibilities regarding IP and related rights and entitlements, including the use of third-party copyright material at ACU.

(64) For management and compliance in relation to IP, the following responsibilities are in place:

Deputy Vice-Chancellor (Research and Enterprise)	Responsible for research related IP matters including agreements.
Deputy Vice-Chancellor (Education)	Responsible for promoting understanding of and compliance with copyright laws, and licences relating to third party copyright material. Responsible for promoting responsible use of copyright works by students. Responsible for promoting responsible use of copyright works by staff and affiliates.
Deputy Vice-Chancellor (Corporate)	Responsible for promoting responsible use of copyright works by students. Responsible for promoting responsible use of copyright works by staff and affiliates. Management of non-research ACU IP.

(65) Compliance with Copyright and other IP obligations is each individual's responsibility:

Students	are responsible for observing copyright and other IP legislation, and any restrictions or obligations under any licences or permissions in their use of third-party copyright material and IP. Students should not use ACU facilities or resources to infringe copyright and other IP. Students can be subject to the Student Academic Integrity and Misconduct Policy for: • IP misuse, including copyright infringement using ACU resources; • sharing or providing access to ACU assessment information.
National Lecturer in Charge	is responsible for the copyright compliance of third-party copyright material supplied to students enrolled in their subjects.
University members	are responsible for observing copyright and other IP legislation, and any restrictions or obligations under any contract, agreement, licence, or permissions in their use of third-party copyright material and IP. They should not use ACU facilities or resources to infringe IP. Using ACU facilities or resources to infringe IP may subject the University Member to disciplinary action or denial of access to ACU facilities or resources.

Section 7 - Review

(66) ACU may amend this Policy from time to time and review at least every 5 years, or when there are significant changes in Australian or international legal frameworks for IP and related legislation, and / or to improve the effectiveness of its operation.

(67) An ACU staff member or student who wishes to make any comments about this Policy may forward their suggestions to the Enquiries Contact listed on the Status and Details tab.

(68) Unless otherwise indicated, this Policy will still apply beyond the review date.

Section 8 - Further Assistance

(69) Any staff member who requires assistance in understanding this Policy should first consult their nominated supervisor who is responsible for the implementation and operation of these arrangements in their work area. Should further advice be required, staff should contact the Copyright Coordinator, copyright.officer@acu.edu.au.

(70) Any students who require assistance in understanding this Policy should first consult a teacher within their

academic program. Should further advice be required, students should approach the Library.

Section 9 - Definitions

(71) For the purpose of this Policy:

Affiliates	Affiliates are people engaged by ACU and includes: • religious members; • members of affiliated institutions performing work for ACU; • volunteers; • contractors and consultants performing work for ACU; • agency staff, e.g. temporary staff; • committee members who are not ACU employees; • honorary members; • visiting members; or • guests of University Members.
Creative Commons Licenses	Simple, standardised ways to grant copyright permissions to works. https://creativecommons.org/licenses/ provides an explanation of the licences or available.
Collaborative Research Agreement	A formal, written agreement that sets out the terms and conditions under which the parties will jointly undertake research activities. See also Contracted Agreement.
Contributor	Any person who is not a creator, and who may not be named as an 'Inventor' in any application for protection, but who nonetheless contributed to the creation or exploitation of Intellectual Property, such as through development for practical application or implementation.
Contracted Agreement	A formal, legally binding arrangement between ACU and an external party (including individuals, institutions, and organisations) that governs the terms of an engagement, including but not limited to: IP ownership, confidentiality, funding, and deliverables. Contracted Agreements may include research funding agreements, service agreements, and any other document that sets out enforceable obligations between ACU and third parties.
Creator	Any person responsible for the creation of Intellectual Property, either individually or in collaboration with others. The term includes those entitled to be named as 'Inventors' for the purpose of patent applications.
Earliest Practical Stage	As soon as possible following the creation of Intellectual Property and prior to any public or external disclosure(s).

Indigenous Cultural and Intellectual Property (ICIP)	ICIP is an internationally recognised term and refers to the cultural heritage, traditional knowledge, and traditional cultural expressions of First Nations peoples. Specific rights are inherent as per the United Nations Declaration on the Rights of Indigenous Peoples. The rights of Indigenous peoples to their cultural heritage. Heritage comprises of all objects, sites and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or their territory. The heritage of an Indigenous peoples is a living one and includes objects, knowledge, literary and artistic works which may be created in the future based on that heritage. Heritage includes: • literary performing and artistic works (including songs, music, dances, stories, ceremonies, symbols, languages and designs); • scientific, agricultural, technical and ecological knowledge (including cultigens, medicines and the phenotypes of flora and fauna); • all items of movable cultural property; • cultural governance and practice; • human remains and tissues; • immovable cultural property (including sacred and historically significant sites and burial grounds); and documentation of Indigenous peoples' heritage in archives, film, photographs, videotape or audiotape and all forms of media.

Intellectual Property	Intellectual Property includes, but is not limited to, works that are: • Patents registered or registrable under the Patents Act 1990 (Cth). • Trade marks registered or registrable under the Trade Marks Act 1995 (Cth) and trademarks or names protected at common law or under the Competition and Consumer Act 2010 (Cth). • Designs registered or registrable under the Designs Act 2003 (Cth). • Copyright protected under the Australian Copyright Act 1968 (Cth), including copyright in literary works (including computer programs), dramatic works, sound recordings, cinematograph films, television broadcasts and sound broadcasts, as defined by the Act. Copyright protection is also afforded to works developed for teaching and learning purposes: which includes but not restricted to study guides, laboratory manuals, TVI tapes, CAL and CML programs and other electronic courseware, radio and TV broadcasts, audio visual materials (including recorded lectures, tutorials, and seminars) and the like which have been developed to further ACU's teaching function. • Circuit layouts protected under the Circuits Layout Act 1989 (Cth). • Plant varieties registered or registrable under the Plant Breeder's Rights Act 1994 (Cth). • Any information which is regarded by ACU as confidential and as having a potential commercial value. • Any other intellectual or industrial property rights recognised under international treaties to which Australia is a party, and under Australian law as amended from time to time. Includes such rights to the extent that they are added to or varied from time to time by legislation which amends or replaces, in whole or in part, any of the above-mentioned Acts.
Invention	Invention means an invention (whether or not qualifying for registration) under the Patents Act 1990 (Cth).
Moral Rights	Moral Rights are rights created under the Copyright Act 1968 (Cth) and include the right of attribution of authorship of a work, the right not to have authorship of a work falsely attributed and the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment).

Net Proceeds	The total revenue received from the commercialisation of a specific piece of Intellectual Property, minus all reasonable costs and expenses incurred by or on behalf of the University in the process of commercialisation that Intellectual Property.
Non-exclusive, non-transferrable, royalty-free, perpetual and irrevocable licence,	'Non-exclusive, non-transferrable, royalty-free, perpetual and irrevocable licence' is a common licensing term used to allow the requestor to use the copyright works. 'Non-exclusive' allows ACU to use the copyright work but allows the copyright owner to make licensing agreements with other parties. 'Non-transferable' means ACU will not licence the work to third parties. 'Royalty-free' means ACU will not make any monetary payments for the use of the copyright work. 'Perpetual' means ACU's use the copyright work is never ending which cannot be terminated by the copyright owner. 'Irrevocable' means the copyright owner cannot withdraw one's permission once granted to ACU to use the copyright work.
Open Educational Resources	Open Educational Resources (OERs) are teaching, learning and research materials in any medium – digital or otherwise – that reside in the Public Domain or have been released under an open license that permits no-cost access, use, adaptation and redistribution by others with no or limited restrictions.
Staff	Staff means all academic, professional, and senior staff employed on a full-time, part-time, fractional, sessional, continuing, fixed term, and casual basis. Students employed by ACU are considered staff members for the capacity that they have been employed only. This can include former staff where residual clauses of their employment contract remains in force.
Student	A student is a person who is enrolled in any program, unit of study or research or non-award study offered by or at ACU.
Third-party copyright material	Third-party copyright material are copyright protected works under the Copyright Act 1968 (Cth). It includes both unlicensed and licensed works not created by ACU or ACU personnel.
University Members	University Members are the students, staff, and affiliates of the ACU, including former staff where residual clauses of their employment contract remain in force.

Status and Details

Status	Current
Effective Date	22nd May 2026
Review Date	22nd May 2031
Approval Authority	Governance Officer
Approval Date	20th May 2026
Expiry Date	Not Applicable
Responsible Executive	Tania Broadley Deputy Vice-Chancellor (Education)
Responsible Manager	Janet Fletcher Library Director
Enquiries Contact	Library