

Melbourne Centre for Nanofabrication IP policy

The Melbourne Centre for Nanofabrication (**MCN**) is an advanced prototyping and nanofabrication research facility established by Monash University, CSIRO, The University of Melbourne, La Trobe University, Swinburne University and Deakin University (**Participants**) under a collaboration agreement dated 14 December 2007 (**Collaboration Agreement**). RMIT University (**Associate**) also contributes to the MCN under an associate agreement dated [X] (**Associate Agreement**). MCN is the Victorian node of the Australian National Fabrication Facility which is overseen by Australian National Fabrication Facility Limited.

The MCN is hosted by a central facility at Monash University's Clayton campus and remote facilities at CSIRO's Clayton site, The University of Melbourne's Parkville campus, La Trobe University's Bundoora campus, Swinburne University's Hawthorn campus, Deakin University's Geelong campus and RMIT University's Melbourne city campus – (each an **MCN Facility**). MCN staff at each MCN Facility are employees of the Participant hosting that facility.

The MCN is partly funded by the Commonwealth (Department of Innovation, Industry, Science and Research, formerly Education, Science and Training (**DIISR**) and the Victorian Department of Innovation, Industry and Regional Development (**DIIRD**). In addition to providing access for Participant researchers and Associate researchers, the MCN also provides access for researchers from other organisations (**Third Party Users**) to a range of cross-disciplinary fabrication and integration capabilities spanning the research to product value chain.

Research undertaken in an MCN Facility may lead to the development of commercially valuable and scientifically important intellectual property rights. MCN recognises the importance of developing a clear and consistent approach to the allocation of these intellectual property rights to alleviate uncertainty, to avoid potential future disputes and to ensure that appropriate access arrangements are in place for valuable technology developed using an MCN Facility.

For the purpose of this policy:

'IP' means all property in the nature of intellectual or industrial property including:

- (a) all rights in relation to patents, inventions, utility models, copyright, circuit layouts, plant varieties, designs, trade and service marks (including goodwill in those marks), trade names and domain names, indications of source or origin, Know How and any right to have information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b), which may subsist anywhere in the world (including Australia),

whether or not such rights are registered or are capable of registration; and

'Know How' means all information not in the public domain including inventions, drawings, designs, circuit diagrams, computer programs, data, formulae, specifications, design procedures and procedures for experiments and tests, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any products or services.

The following IP principles for use of MCN facilities have been cooperatively formulated in light of the MCN objectives and adopted by the MCN Committee:

1. **The IP provisions in the Collaboration Agreement or Associate Agreement (as applicable) will apply to any IP created by a Participant researcher or Associate researcher in the course of using an MCN Facility.**
2. **The Third Party User (or the Third Party User's employing organisation) will retain ownership of any IP created solely by the Third Party User in the course of using an MCN facility ('Third Party User IP').**
3. **Unless otherwise agreed in an individual project agreement, if any Third Party User IP comprises a new or improved method or technique relating to the use of an MCN Facility and has been developed with the active contribution of an MCN staff member, the Third Party User (or the Third Party User's employing organisation) grants each Participant and Associate a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence (including the right to grant sub-licences) to exercise that IP.**
4. **Unless otherwise agreed in an individual project agreement, the Third Party User (or the Third Party User's employing organisation) and the Participant or Associate hosting the relevant MCN Facility will jointly own any IP created by the Third Party User and employees of that Participant or Associate in the course of the Third Party User using an MCN Facility ('Joint IP').**
5. **Unless otherwise agreed in an individual project agreement, in respect of any Joint IP, the Third Party User (or the Third Party User's employing organisation) and the Participant that jointly owns that IP each:**
 - (a) **grants the other a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence (including the right to grant sub-licences) to use and disclose that IP for any purpose; and**
 - (b) **agrees to pay the other a share of any revenue received by it (after deducting any costs directly incurred by it in earning that revenue) as a direct result of the commercialisation of that IP, commensurate with the other's contribution to the development of that IP.**