

# STUDENT INTELLECTUAL PROPERTY ON WIL PLACEMENTS

Intellectual Property developed by a student in the course of their studies at the University is owned by that student. This information sheet explains how a student's Intellectual Property may be impacted by placements.

## What is Intellectual Property?

Intellectual Property (or IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce – it includes copyright, patents, trademarks and registered designs.

## Why do students have IP?

At law, and under the University's **Intellectual Property Statute**, IP developed by a student in the course of their studies at LTU is owned by the student. This includes where a student is on a placement as part of their course. Value/cost of IP is not relevant to whether IP exists.

## What does this mean?

As students own their own IP, the University **cannot require** that a student give up their IP to the University or the Host Organisation. **Only the student can make that decision.**

For most placements it will not matter as students will not be creating commercial IP.

However, there may be some placements that a student cannot participate in unless they give up their IP to the University or the Host. This requirement is up to the Host. In those circumstances **the student** will need to make a decision about whether to continue with the placement (and give up their IP) or seek a new placement.

## What if the student doesn't want to give up their IP?

Where giving up IP is required by the Host and the student does not want to give up their IP, a new placement will have to be sought by the student. The student should discuss options with the Subject Coordinator.

## What if the student is ok to give their IP to the Host Organisation?

If the student is ok to give IP created on the placement to the Host, the student will need to sign a **Deed** to the Host Organisation that formally provides the IP. There is a **FACT SHEET** about the Deed.

## What cannot be agreed to by the Student in the Deed?

The student should not agree to give up their IP where they cannot use the information they learn on placement for exams, assignments or thesis work. If the student cannot use information from the placement for their studies then the placement should be re-assessed as to whether it is appropriate and if the student should choose another Host for their WIL placement.

## What if the student is an employee?

The above does not apply when a student is an employee of the Organisation. In those circumstances the Host's own employment policies will apply. The student will need to review those policies and confirm if they are able to use information obtained for assessment, exam and thesis purposes and if there are any confidentiality obligations for this use. If the Organisation does not agree, the student will need to discuss this with the Subject Coordinator.

## Legal Advice

Students should seek their own legal advice if they have any questions about IP on WIL placements.

Work  
Integrated  
Learning (WIL)

## MORE INFORMATION

### SUBJECT COORDINATOR

Please see your Subject Coordinator or ELT for more information.

The Subject Coordinator or ELT will also have a copy of the **Deed** if this is required

### LEGAL ADVICE

You may be able to seek advice from the LTSU legal service or from your local community legal centre. See:

[latrobesu.org.au/legal](http://latrobesu.org.au/legal)  
or  
[www.fclc.org.au](http://www.fclc.org.au)

### INTELLECTUAL PROPERTY STATUTE

The IP Statute is at:

<http://www.latrobe.edu.au/legalservices/legislation/university-statutes>

### FURTHER INFORMATION

SHEWorkIntegratedLearning  
[@latrobe.edu.au](mailto:@latrobe.edu.au)

[assoc.internships@latrobe.edu.au](mailto:assoc.internships@latrobe.edu.au)

[www.latrobe.edu.au/students/opportunities/wil-placements/contact](http://www.latrobe.edu.au/students/opportunities/wil-placements/contact)