



Service Standard 1.1.19

Intellectual Property

Date of Issue 31 March 2009

Version Number 1.0

1. Purpose

- 1.1 This Service Standard acknowledges the importance of the RFS' investment in the development and acquisition of Intellectual Property ("IP"), and ensures compliance with the *Intellectual Property Management Framework for the NSW Public Sector 2005*, relevant guidelines and legislation.
- 1.2 The RFS generates, acquires and manages a considerable amount of IP, including publications, trade marks, drawings and software. This IP is a valuable asset should be managed in the same way the RFS manages its tangible assets, such as its firefighting appliances, buildings, and infrastructure. This Service Standard provides a means to systematically and effectively identify, record, protect, manage and, where appropriate, commercialise the RFS IP assets.
- 1.3 This Service Standard assumes a risk-based approach to IP asset management, providing mechanisms to achieve a balance between protecting RFS assets and ensuring they continue to benefit the wider community.
- 1.4 NOTE: Terms used by the RFS in this Service Standard are as defined in the **Glossary of Terms**, located at the conclusion of this Service Standard.

2. Policy

Significant IP

- 2.1 Significant IP, whether created or acquired by the RFS, should be:
 - (a) identified in the RFS' IP Register; and
 - (b) managed through the RFS' IP policies as set out in this Service Standard.

IP Acquisition

- 2.2 In all circumstances in which IP may be created or acquired by the RFS (including employment, out-sourcing, grants, procurement, consulting, and contracting agreements), the contract or agreement entered into by the RFS with a third party should specifically address the issue of ownership of IP and IP rights.

- 2.3** Acquisition or creation of IP by the RFS may occur under the following circumstances:
- (a) the RFS acquires IP, or obtains a licence for the use of IP, from a third party;
 - (b) the RFS creates IP in the course of its business operations; or
 - (c) the RFS creates IP in the course of projects and partnerships involving individual contractors, consultants, and/or commercial suppliers.

Tenders

- 2.4** All RFS tenders must conform to the NSW Government Procurement Policy.
- 2.5** In relation to IP, RFS tenders must comply with the IP policies set out in this Service Standard. All RFS tenders must include a clear description of all IP issues that are likely to arise in the conduct of the tender, including specific provisions which provide for the State's ownership of any IP or IP rights which are generated as a result of execution of the tender.

Creation of IP by RFS Staff Members

- 2.6** Any IP developed or created by RFS staff members in the course of their employment is owned by the State.

Creation of IP by RFS Contractors

- 2.7** The ownership of any IP developed or created by an RFS contractor must be determined in accordance with the relevant agreement entered into by the RFS with the RFS contractor.
- 2.8** The RFS must ensure that any agreement entered into with an RFS contractor includes:
- (a) a specific provision providing that any IP or IP rights, which are created as a result of the agreement vest upon their creation in the State; and
 - (b) such arrangements as are necessary to obtain the consent of the RFS contractor to any acts or omissions of the RFS that might otherwise constitute an infringement of the RFS contractor's moral rights.

Creation of IP by RFS Volunteers

- 2.9** Any IP made or created by an RFS volunteer in carrying out their role or service as an RFS volunteer will vest upon its creation in the State.
- 2.10** The RFS must ensure that any agreement entered into with an RFS volunteer includes a specific provision providing that any IP or IP rights, which are created as a result of the agreement vest upon their creation in the State.

Permission to Use RFS IP

- 2.11** RFS members are not authorised to grant permission to any third party to use, distribute or copy any RFS IP for any purpose, except with the approval of the relevant Director.

Registration of RFS IP

- 2.12** RFS members are not authorised to register any RFS IP, such as trade marks, patents or designs through IP Australia, for any purpose except with the approval of the relevant Director. Once registered with IP Australia all certificates and documents related to the registration must be maintained in accordance with Policy 5.1.1 Records Management.

Confidentiality Agreements

- 2.13** RFS contractors, staff members, and volunteers involved in the creation of significant IP or who are privy to confidential information may be required to enter into a [confidentiality agreement](#) in order to prevent the improper use or disclosure of information related to the IP or confidential information. The relevant Director has the discretion to determine whether entry into a confidentiality agreement is required in the circumstances.
- 2.14** The RFS may require entry into a confidentiality agreement in circumstances where the RFS shares any RFS IP or other information with any third party private or public sector organisations. Whether a confidentiality agreement is required in the circumstances is to be assessed by the relevant Director, based upon the confidentiality and financial value of the information in question and the environment in which it is to be shared.

IP Identification and Recording

- 2.15** All significant IP must be identified and recorded in the RFS IP Register.
- 2.16** All RFS contractors, staff members, and volunteers must notify Strategic Services of any significant IP that they have created or acquired upon its creation.
- 2.17** RFS contractors, staff members, and volunteers must notify Strategic Services of any project or partnership that may lead to the creation or acquisition of significant IP.
- 2.18** The RFS' procedures for the identification and recording of significant IP are set out in *SOP 1.1.19-1 "Identification and Recording of Significant IP"*.

Infringement of IP

- 2.19** RFS contractors, staff members, and volunteers :
- (a) must not misuse RFS IP (including using IP for personal use or gain);
 - (b) must not exploit RFS IP without prior authorisation; and
 - (c) must not assist or enable a third party to obtain access to, use or exploit RFS IP without prior authorisation; and
 - (d) must take steps to avoid infringing the IP rights of third parties, including IP in material available on the Internet. Infringement of a third party's IP may have serious legal and/or financial repercussions for the RFS.
- 2.20** Where an RFS contractor, staff member or volunteer has reason to suspect or becomes aware of an infringement of RFS IP or IP rights, they should inform their supervisor immediately.

- 2.21 Procedures for dealing with the infringement of IP and disputes are set out in SOP 1.1.19-5 "*Managing IP Infringements and Disputes*."

Managing RFS Publications

- 2.22 All RFS publications, including websites, must display the RFS' approved form of copyright statement.
- 2.23 Where appropriate, RFS publications must also include acknowledgments of authorship and disclaimer statements.
- 2.24 Procedures for managing RFS publications, including the approved form of the RFS' copyright statement, acknowledgements and disclaimer statements, are set out in 1.1.19-3 "*Managing RFS Publications*".

Sharing RFS IP with other Agencies

- 2.25 The RFS maintains relationships with a number of Government agencies, both in New South Wales, and all other Australian jurisdictions and overseas.
- 2.26 The RFS supports the sharing of IP and information with other agencies. However, this sharing of IP and information needs to be balanced against protection of the RFS' valuable IP on an ongoing basis.
- 2.27 For the RFS to share its IP and information with any other agency, it must be first clearly demonstrated that the sharing of IP and information by the RFS:
- (a) fulfils a stated objective of the RFS or provides a demonstrated benefit to the RFS; and
 - (b) contributes to the development of a relationship through which the RFS:
 - (i) obtains access to information or IP owned by the other agency; or
 - (ii) obtains other benefits that are demonstrated to be equal to the value of the IP or information shared by the RFS.
- 2.28 Before the RFS shares its IP or information with the other agency, it must ensure that an appropriate agreement is in place regulating the basis upon which the RFS shares its IP or information. Such agreement must include appropriate restrictions and protections to ensure that the RFS' rights in its IP or information are protected.
- 2.29 In some circumstances, it may be required that the third party agency provide a confidentiality agreement in accordance with clause 2.14 above.

Commercialisation of RFS IP

- 2.30 Decisions to commercialise RFS IP must only be made after first demonstrating how the RFS will continue to gain access to the IP to satisfy RFS' needs without undue cost or other disadvantage.
- 2.31 Commercialisation of RFS IP should not dominate or jeopardise RFS business and should be undertaken in a way that ensures the people of NSW continue to derive benefit from the RFS IP. Commercialisation decisions should be based on a consideration of the RFS' functions and powers as set out in the *Rural Fires Act 1997*.

- 2.32** The disposal, sale, and licensing of IP must be conducted in an open, accountable, and competitive manner (consistent with ICAC guidelines).

Decisions to commercialise IP and the process of planning, analysis, and approval must be undertaken in accordance with SOP 1.1.19 – 4 “*Assessing IP Commercialisation Opportunities*”.

3. Links

- Circular 2005 – 06 Intellectual Property Framework for the NSW Public Sector
- Intellectual Property Framework for the NSW Public Sector (2005)
- Premier’s *Consultancy Agreement 2005*
- SOP 1.1.19-1 Identification and Recording of Significant IP in the IP Register
- SOP 1.1.19-2 Managing Confidentiality Agreements
- SOP 1.1.19-3 Managing RFS Publications
- SOP 1.1.19-4 Assessing IP Commercialisation Opportunities
- SOP 1.1.19-5 Managing IP Infringements and Disputes
- SS 1.1.3 Grievance
- SS 1.1.7 RFS Code of Conduct and Ethics
- SS 1.1.27 Brigade Websites and Internet Postings
- Policy 5.1.1 Records Management
- *Copyright Act (Cth) 1968*
- Copyright Regulations 1969
- *Designs Act (Cth) 2003*
- Designs Regulations 2004
- *Patents Act (Cth) 1990*
- Patents Regulations 1991
- *Trade Marks Act (Cth) 1995*
- Trade Marks Regulations 1995

4. Who is responsible for implementing the Service Standard?

Director, Strategic Services

5. Amendments



SOP 1.1.19-1

Identification and Recording of Significant IP in the IP Register

This SOP forms part of Intellectual Property Management Standard

1. Purpose

This SOP provides processes for the identification, notification and recording of significant IP developed or acquired by the RFS in the IP Register.

2. Procedures

- 2.1 Where significant IP is acquired or created, the supervisor responsible for the creation or acquisition must notify Strategic Services and provide the details of the significant IP set out in clause 2.2 below upon its creation.
- 2.2 The supervisor must provide Strategic Services with the following information in relation to any acquired or created IP for recording in the IP Register:
 - (a) a brief description of the IP, indicating its use and importance;
 - (b) type of IP (e.g. copyright, trade mark, patent, design);
 - (c) location of the IP;
 - (d) ownership of IP (please indicate whether the IP is RFS IP or otherwise owned by a third party). Where the IP is third party IP, please provide details of the owner;
 - (e) whether RFS contractors or volunteers were involved in creating the IP, and if so, details of the relevant agreements with the RFS contractors or volunteers including confidentiality agreements and their location;
 - (f) the RFS position responsible for managing the IP;
 - (g) protections provided for IP including, for example, physical protection, passwords, security rating and any patent or trade mark registration;
 - (h) any potential or current risks associated with the IP;
 - (i) any current agreements involving the IP (not otherwise disclosed in clause 2.2(e) above) for example MOUs, information sharing, licensing. In cases where IP is licensed out, provide details of the licence (including the term and expiry date), licensee, and payments;
 - (j) where the agency has a licence to use 3rd party IP, details of the licence, licensor, term, expiry date, and payments;
 - (k) any development or acquisition costs associated with the IP;
 - (l) any ISSN or ISBN numbers; and
 - (m) review dates for the status of the IP.



SOP 1.1.19-2

Managing Confidentiality Agreements

This SOP forms part of	Intellectual Property Management
Attached Form(s)	Confidentiality Agreement

1. Purpose

1.1 The purpose of this SOP is to:

- (a) assist in ensuring the confidentiality of RFS IP and confidential information is maintained; and
- (b) reduce the risk of unauthorised disclosure or use of RFS IP or its confidential information,

both during and after employment or contracting with the RFS.

1.2 Unauthorised disclosure of RFS IP or Confidential Information may:

- (a) breach the RFS' statutory obligations of confidentiality; or
- (b) breach its obligations under Australian privacy legislation; or
- (c) destroy the commercial or financial value of the RFS IP asset.

2. Procedures

2.1 RFS consultants must be engaged by the RFS under the current version of the consultancy agreement issued by the Premier's Department. A copy of the current version (March 2005) of this Agreement can be downloaded from the website of the Department of Premier and Cabinet at: http://www.dpc.nsw.gov.au/data/assets/word_doc/0007/1015/Consultancy_Agreement_March_2005.doc.

2.2 Both the RFS consultant and the RFS must sign the consultancy agreement. The original must be retained on the RFS consultant's file.

2.3 RFS Contractors must also provide a signed confidentiality agreement before commencing to provide any services for the RFS. Entry into a confidentiality agreement reduces the risk of improper use or disclosure of RFS IP or confidential information by the RFS contractor. The confidentiality agreement must be signed by the RFS and the RFS contractor and the original retained on the RFS' file.

2.4 If the RFS consultant retains a sub-contractor to provide services under its consultancy agreement to the RFS, the RFS must ensure that both the RFS consultant and any third party sub-contractor provides a signed confidentiality agreement before commencing provision of the services.

2.5 Where the relevant Director decides it is necessary under this IP Service Standard to enter into a confidentiality agreement with:

- (a)** another public sector organisation or agency;
- (b)** an RFS volunteer;
- (c)** an RFS staff member ; or
- (d)** a corporation or other private sector entity,

a signed confidentiality agreement must be provided by the relevant individual or entity before being given access to the RFS IP or confidential information.



SOP 1.1.19-3

Managing RFS Publications

This SOP forms part of Intellectual Property Management Standard

1. Purpose

The purpose of this SOP is to identify RFS' requirements regarding the use of copyright statements, acknowledgement statements, and disclaimers. This SOP is concerned with management of IP only. It is not a style guide and therefore is not concerned with specifying layout, fonts or other items related to the appearance of information.

2. Procedures

Copyright Statements

- 2.1 In all publications, copyright must be seen to be held by the State of New South Wales, through the RFS.
- 2.2 Copyright statements (as below) are to appear on the front page of all RFS publications, including the footer of websites.
- 2.3 The following statements should be used all RFS publications, including websites:

For small publications the following statement is adequate:

© State of New South Wales through the NSW Rural Fire Service [plus year of creation or first publication]

For larger publications, including websites, the statement above **and** that following must be used:

The NSW Rural Fire Service (RFS) encourages the availability, dissemination and exchange of public information. You may copy, distribute, display, download and otherwise freely deal with this material for personal, in-house or non-commercial use, on the condition that you include the copyright notice © State of New South Wales through the NSW Rural Fire Service [plus year of creation or first publication] on all such uses.

In the event that you wish to copy, distribute, display, download, store, or use this material for a purpose other than personal, in-house or non-commercial use, you must obtain permission from the RFS by writing to the following address:

*Commissioner
NSW Rural Fire Service
Locked Mail Bag 17
Granville NSW 2142*

You must also obtain permission from the RFS if you wish to:

- *charge others for access to the work (other than at cost);*
- *include all or part of the work in advertising or a product for sale;*
- *modify the material; or*
- *use any trade mark from this publication, including the NSW Rural Fire Service logo, MyRFS logo, RFS corporate uniform logo or the Firewise logo.*

Acknowledgement Statements

- 2.4** Acknowledgement of authorship must be reasonably indicated on the first page of all publications, excluding pamphlets, brochures and flyers. Where authorship is equally owned by a large group of individuals within a unit or section, the unit or section name should appear. Where authorship is owned by one person or a small number of individuals, (e.g. five or fewer) it is reasonable to list the names of the authors involved.
- 2.5** Acknowledgement statements may also include remarks related to editing, design, proof reading, etc. The acknowledgement statement may also contain information on individual contributions due to, for example, the degree of effort or complexity required to develop the publication.
- 2.6** Where the RFS desires to use or reproduce third party IP within its publications, it must seek permission from the owner of that IP prior to publication. Permission granted to the RFS for such use must be recorded, in writing and the granting of that permission must be stated within the RFS publication.
- 2.7** While acknowledgement statements do not follow a standard form, they must include, where appropriate:
- (a)** permissions granted – state the owner of the copyright material which has been used in the RFS publication, using the words *(item such as photograph) reproduced with kind permission of (name of owner)*
 - (b)** authorship and contributor details – name/s of individual author/s or name of project team/ business unit/s; name/s of other contributors and the manner in which they contributed
- 2.8** Acknowledgement of authorship or contribution should appear on the page sufficiently separated from the copyright statement to avoid any confusion regarding copyright ownership.

Disclaimer Statement

Disclaimer statements must appear on the front page of all RFS publications, including the footer of all websites. This requirement will not normally apply, however, to pamphlets, brochures or flyers. The following statement must be used:

While the material within this [insert type of publication] is current at the time of writing changes in circumstances after the time of publication may impact on the accuracy of the material. Individuals are responsible for ensuring they have the most current version of this publication.

The information and material contained herein is general in nature and is intended for your use and information. The NSW Rural Fire Service (RFS) disclaims, to the extent permitted by law, all warranties, representations or endorsements, express or implied, with regard to the material contained herein. The RFS does not warrant or represent that the material contained herein is free from errors or omissions, or that it is exhaustive. Users should exercise their own skill and care with respect to its uses. You must not assume that this material will be suitable for the particular purpose that you had in mind when using it.

The RFS disclaims any liability (including but not limited to liability by reason of negligence) to the users of the material for any loss, damage, cost or expense whether direct, indirect, consequential or special, incurred by, or arising by reason of, any person using or relying on the material and whether caused by reason of, any error, omission or misrepresentation in the material or otherwise. Users of the Website will be responsible for making their own assessment of the material and should verify all relevant representations, statements and information with their own professional advisers.

An additional disclaimer as follows should appear on websites:

The RFS bears no responsibility for material contained in any site that is linked to this website.



SOP 1.1.19-4

Assessing IP Commercialisation Opportunities

This SOP forms part of Intellectual Property Management Standard

1. Purpose

The purpose of this SOP is to provide a clear and effective process for assessing the feasibility of commercialising IP. It does not cover specific detail on product lifecycle management, although analysis required herein can form the basis of a management plan. Note that the *Intellectual Property Management Framework for the NSW Public Sector* does not require that the RFS receive a financial return or some other form of reward upon the sale of its IP or when it transfers IP rights to a third party.

2. Procedures

- 2.1 Based on a commercial and risk analysis, the RFS may decide to assess the commercial potential of any IP. The RFS must record all decisions and supporting information associated with the analysis and subsequent determinations.
- 2.2 An initial analysis of the commercial potential of the RFS IP must be completed prior to seeking any external advice. The analysis is to be based on the areas identified in the attached template.
- 2.3 Subsequent to such analysis, if the RFS, through the CEG, determines to further explore the issue, it must seek legal, financial and commercial advice from the Crown Solicitor's Office, NSW Treasury, the Department of State and Regional Development, or other experts.
- 2.4 Providing the legal, financial and commercial advice supports the commercialisation of IP, the RFS must produce a detailed commercialisation plan, based on the advice it has received and the analysis undertaken. The RFS will determine where it is necessary to revisit the analysis described in clause 2.2 to provide an effective commercialisation plan.
- 2.5 The commercialisation plan must be implemented as an approved project under the RFS project management guidelines, endorsed by the relevant Director and approved by CEG prior to the commencement of any activity referred to in the plan or the development of any agreements, contracts, licensing arrangements or other understandings. The level of funding indicated in the preceding analysis must also be available.
- 2.6 The RFS should consider transferring commercialisation rights to the NSW private sector in the first instance when this would be consistent with its core functions and likely to benefit the people of NSW, particularly when RFS does not have the resources to manage the IP asset effectively.

- 2.7** All arrangements transferring commercialisation rights should:
- (a)** establish clear responsibilities, accountabilities, and agreed outcomes both within the RFS and with the other parties to the arrangements;
 - (b)** ensure that state records are protected as required by the receiving party (see the *State Records Act 1998*),
 - (c)** ensure that IP is managed consistently with the competitive neutrality principles agreed to by the government;
 - (d)** set conditions aimed at ensuring that the IP is used for the benefit of NSW, and guarantee that if these conditions are not met, the RFS may reclaim the IP;
 - (e)** ensure that all rights which are required to meet the current and future operational requirements of the RFS and the State of NSW are retained, for example:
 - (i)** the right to use the IP for non-commercial operations and internal research and development projects; and
 - (ii)** the ongoing right to use any enhancements made to the IP, such as free software upgrades,
 - (f)** provide the best possible benefits for the RFS and the State through:
 - (i)** ensuring that royalties and licensing fees go to the RFS;
 - (ii)** ensuring that the IP can be used by everyone in a relevant industry rather than by a limited number of companies;
 - (iii)** establishing contract terms which guarantee that the IP will remain in the State and be available at a reasonable price.
- 2.8** RFS should discuss with Treasury the budgetary implications of additional banked income from the commercialisation of IP, particularly if large or consistent revenue streams are involved.

COMMERCIALISATION OF RFS IP: INITIAL ANALYSIS

Please complete the following analysis by answering the questions below. In answering these questions, you should refer to *the Intellectual Property Management Framework for the NSW Public Sector*, available on the RFS Intranet, as well as the information available at www.ipaustralia.gov.au/. Further assistance can be provided by Strategic Development.

This initial analysis must be completed, prior to seeking external advice, to provide the RFS with a general understanding of the commercial feasibility of the IP. Upon completion, this form is to be endorsed by the relevant Director.

1. Provide a general description of the IP proposed for commercialisation, including its use, uniqueness, value to the RFS and the community, IP protection, and a general estimate of how much effort is required to commercialise the product, and proof of technical concept.

2. Who are the potential customers, suppliers, competitors, potential partners, collaborators and strategic alliances? How would the product be marketed and distributed? What are the key success factors and potential obstacles to marketing?

3. Would the product be commercialised through outright sale, transfer, exclusive or non-exclusive licensing, etc? What are the anticipated costs of development, production, and distribution? How would the product be priced? What is the potential revenue per year? What information do you have to support this analysis?

4. Provide a brief risk analysis, including the product's market, potential partners, suppliers and customers. What steps can be taken to manage the risks e.g. warranties and indemnities in legal agreements.

5. Describe the benefits to the RFS and the related public benefit case.

6. What legal and insurance arrangements would be required? How would the IP be protected or registered? Are there any special contractual arrangements required for customers, suppliers and/ or distributors? What specific licensing or transfer agreements would be required?

7. What RFS resources would be required to develop and provide initial support for commercialisation? What commercial and technical skills would be required? How would the RFS provide financial and human resources support for this team?

8. What long term financial and human resource support requirements are there to commercialise this IP? What is the potential return on investment? What information do you have to support this analysis?

9. How would this commercialisation affect the RFS Strategic Plan, Corporate Plan and TAM Plan? What impact would it have on the RFS policies and standards?

Applicant position: _____ Date: _____

Director: _____ Date: _____



SOP 1.1.19-5

Managing IP Infringements and Disputes

This SOP forms part of Intellectual Property Management Standard

1. Purpose

The purpose of this SOP is to provide guidance to RFS members on how to manage infringement of IP rights and disputes arising from IP issues. This SOP should be read in conjunction with *SS 1.1.7 Code of Conduct and Ethics*.

2. Procedures

- 2.1 Where the RFS acquires IP rights by licence or assignment from a third party, the manager or director must ensure that they comply with all conditions of the licence agreement or assignment or any other agreement governing use of the IP. The RFS manager or director is also responsible for ensuring that through their business planning they identify an appropriate level of funding and, where applicable, an appropriate number of licenses for the IP to permit them to perform their business function.
- 2.2 Where a RFS member is aware that the IP they wish to use belongs to a 3rd party, they must obtain the permission to use the IP and retain this permission in accordance with *Policy 5.1.1 Records Management Policy*. In order to minimise the risk of infringing a third party's IP, RFS members and contractors, may be required to take one or more of the following steps as part of due diligence in matters relating to IP:
 - (a) obtaining appropriate consents, declarations, and/or waivers from copyright, trade mark, design or patent owners; and
 - (b) conducting trade mark design and patent searches, using, for example, the IP Australia website which has search databases: www.ipaustralia.gov.au
- 2.3 Where an RFS member or contractor believes that an infringement of RFS IP rights has occurred, they should raise this matter with their supervisor, providing sufficient evidence to the supervisor for a determination to be made.
- 2.4 Where an infringement of RFS IP rights occurs, the RFS should follow its dispute resolution procedures as appropriate and decide whether to take further action, keeping in mind:
 - (a) the core functions of the RFS;
 - (b) the kind of IP to be protected and the reasons for the protection, for example, protecting an RFS trade mark;
 - (c) the likely costs of litigation or dispute resolution, based on any legal or financial advice, and

- (d) the ability of the RFS to protect the IP, its available resources, the implications of not protecting the IP, e.g. that failure to protect it would damage the integrity or reputation of the State (or the RFS).
- 2.5** Where an RFS member or contractor believes that an infringement of the IP rights of a third party, have occurred, whether that party be another public service agency, educational institution or a commercial supplier, they should raise that matter with their supervisor, providing sufficient evidence to the supervisor for a determination to be made.
- 2.6** Where an RFS member or contractor has reported a possible infringement of third party IP rights, the supervisor must investigate the matter in accordance with either *Service Standard 1.1.2 Discipline*, the Public Sector Management guidelines for managing allegations of misconduct, or, where appropriate, through seeking legal advice.
- 2.7** Where a member believes their own IP rights (for example, moral rights) have been infringed, they should raise that matter with their supervisor, providing sufficient evidence to the supervisor, and may, if they wish, seek resolution of the matter through the RFS' grievance handling process.

Glossary of Terms

Commercialisation means the sale, licensing or transfer of RFS IP for profit. Commercialisation also includes the dissemination of RFS IP to fulfil a Governmental objective.

Confidential Information of a party means any information disclosed by the RFS or a Government agency to an RFS contractor, staff member, member, or volunteer whether before or after the commencement date of the Confidentiality Agreement, that:

- (a) is by its nature confidential;
- (b) is designed as confidential; or
- (c) the other party knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of the Confidentiality Agreement;
- (e) is in the lawful possession of the other party without restriction in relation to disclosure before the date of receipt of the information; or
- (f) is required to be disclosed pursuant to law, government policy or legal process.

Confidentiality Agreement means the form of agreement set out in SOP 1.1.19 – 2.

Intellectual Property or **IP** includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whenever so created and whether created in Australia or elsewhere.

IP Register means the register of all RFS Significant IP established and maintained by Strategic Services.

Moral Rights means the right of attribution of authorship, and the right not to have authorship falsely attributed and the right of integrity of authorship, more particularly as conferred by the *Copyright Act 1968* (Cth) and rights of a similar nature anywhere in the world and whenever created.

RFS Contractor means an independent contractor or commercial supplier engaged by the RFS under an agreement to perform specific services for the RFS, but does not include an RFS staff member.

RFS IP means any IP created or owned by the RFS.

Significant IP includes all IP of the RFS that:

- (a) significant time and effort has been expended on in order to create the IP;
- (b) is mandatory for the RFS to record;
- (c) has cost over \$25,000 in total wages or other costs to generate;
- (d) is significant, considering the cost to the RFS of losing the IP and the cost of alternatives;
- (e) which plays an important role in the operation of the RFS or in the services it provides;
- (f) is significant in supporting delivery of the RFS' core business;

- (g) is the subject of patents, trade mark or designs applications or registrations;
- (h) earns revenue for the RFS or Government; or
- (i) is a collection of IP which is significant because of its commercial value (e.g. photographs, composed maps, data contained in a database, a collection of promotional or educational material where these items support a single object of the RFS).

State means the Crown in right of the State of New South Wales.