Intellectual Property Policy

Section 1 - Purpose

(1) In order to protect Melbourne Polytechnic's Intellectual Property (IP) and to prevent the unauthorised use of third party IP, all staff and students are required to familiarise themselves with and adhere to this policy and associated procedures.

(2) This policy covers:

a. Ownership of IP created by staff, students and others using Melbourne Polytechnic's resources
b. Use of materials protected by third party IP rights
c. Attribution requirements and Moral Rights.

Section 2 - Principles

(3) The Intellectual Property Policy is intended to ensure that Melbourne Polytechnic Staff, Contractors, Volunteers and Visitors are across the institute's commitment to copyright by ensuring compliance as outlined in TAFE Victoria and Copyright Agency Limited (CAL) Agreement (CAL Agreement) and in accordance with the Copyright Act (1968 and subsequent amendment Acts) and educational provisions.

(4) In turn Melbourne Polytechnic Staff, Contractors, Volunteers and Visitors understand and practice in a manner in which protects the institute's own intellectual property (IP) and any third party IP which may be used in the development of teaching resources and in the institute's everyday operations.

Part A - Ownership of Works Created at or for Melbourne Polytechnic

Student Works

(5) Students own the IP in any original Material they create for the purposes of their assessed coursework unless there is an alternative agreement demonstrating otherwise.

(6) Where students create Material using Melbourne Polytechnic resources outside the parameters of their assessed coursework, students must enter into formal agreements with Melbourne Polytechnic relating to the ownership of any resulting IP in the Material created, see Intellectual Property Agreement.

(7) Where students are being paid by Melbourne Polytechnic to carry out duties, students will be treated as Melbourne Polytechnic staff and will be subject to the part of this policy which relates to staff when carrying out those duties, see Intellectual Property Agreement.

(8) Where students create Material in collaboration with other students, staff or third parties, the IP in the Material will be owned jointly by the creators unless there is an alternative agreement demonstrating otherwise. See Permission to Use and Publish - Student Created Materials Procedure and Permission to Use and Publish – Student Created Materials Form.

(9) Because students own the IP in the Materials they create themselves, staff must obtain students' permission before using or communicating student Material except in circumstances where the Materials are being used for assessment purposes. See Permission to Use and Publish - Student Created Materials Procedure and Permission to Use and Publish – Student Created Materials Form.

Staff Works

(10) In the absence of any identifiable, separate agreement between Melbourne Polytechnic and a member of staff, IP created by staff while engaged in their normal duties within the terms of their employment, or in some cases while utilising Melbourne Polytechnic resources, remains the property of Melbourne Polytechnic.

(11) Staff are encouraged to approach Melbourne Polytechnic where they wish to develop specific Materials in which IP may subsist. In appropriate circumstances, Melbourne Polytechnic is open to negotiating IP ownership rights with staff in exchange for Melbourne Polytechnic providing the resources that are required to produce the Materials.

(12) Staff negotiating with third parties in the development and possible exploitation of IP in which Melbourne Polytechnic may have ownership must disclose any negotiations to Melbourne Polytechnic via their Head of Department, Manager or Deputy CEO/Head of Programs. Any agreements to proceed with the development or exploitation of the IP are subject to negotiations with, and the agreement of, Melbourne Polytechnic.

(13) Where staff are employed by another employer in addition to Melbourne Polytechnic:

a. IP developed by staff as a part of their duties for both employers will be owned jointly by Melbourne Polytechnic and the other employer in the absence of any agreement to the contrary; and
b. Where IP is developed by staff at Melbourne Polytechnic in the course of employment, staff must not use the IP in the course of their other employment without obtaining Melbourne Polytechnic’s permission.

(14) Collaborations:

a. Where staff create Material in collaboration with students and/or staff from other educational organisations, in the absence of any separate agreement governing IP in the Materials, the IP in any Materials created will subsist jointly in all creators, where a "creator" will be Melbourne Polytechnic in circumstances where Melbourne Polytechnic staff have contributed to the Materials and not Melbourne Polytechnic staff in their own right.
b. Where staff create Material in collaboration with private enterprises, government bodies, or any other kind of organisation, then unless otherwise agreed by Melbourne Polytechnic, staff must ensure there is a written agreement with the organisation which appropriately allocates ownership of IP rights in any Materials created, see Intellectual Property Agreement.
c. Melbourne Polytechnic supports staff working professionally and cooperatively with colleagues throughout the sector and with industry or business, to achieve improved educational outcomes for students. Staff engaged in professional associations or working groups which involve activities or projects outside of Melbourne Polytechnic must ensure that the sharing of information does not involve the transfer of Melbourne Polytechnic IP to other parties or organisations without Melbourne Polytechnic approval. If this is likely to occur or it is thought desirable that it should occur, then the matter should be disclosed to Melbourne Polytechnic and approval sought from the Deputy CEO/Head of Programs or their Manager or their Head of Department.

Independent Contractors, Consultants, Visitors and Volunteers

(15) In the absence of any prior agreement between an independent contractor or consultant and Melbourne Polytechnic relating to IP ownership, the IP in Materials created by an independent contractor or consultant will belong to Melbourne Polytechnic.

(16) In the absence of any prior agreement between visitor and Melbourne Polytechnic relating to IP ownership, the IP

in Materials created by a visitor will belong to Melbourne Polytechnic.

(17) In the absence of any prior agreement between a volunteer and Melbourne Polytechnic relating to IP ownership, the IP in Materials created by a volunteer will belong to Melbourne Polytechnic.

(18) Where Melbourne Polytechnic wishes to secure IP, Melbourne Polytechnic staff must request that independent contractors, consultants, visitors and volunteers sign a contract before being engaged by Melbourne Polytechnic to the effect that Melbourne Polytechnic will own IP rights in the Materials produced by the independent contractor, consultant, visitor or volunteer.

a. In the event that a Visitor has agreed to undertake an activity with or for Melbourne Polytechnic, the Visitor will need to sign the IP and confidentiality deed for visitors to Melbourne Polytechnic. This deed is an agreement that the Visitor has assigned the project's Intellectual Property to Melbourne Polytechnic and has agreed to use Melbourne Polytechnic Intellectual Property and keep the Confidential Information in confidence in accordance with the terms and conditions of the agreement, see Intellectual Property Agreement.

(19) Independent contractors and consultants must sign a confidentiality deed before being engaged by Melbourne Polytechnic. Refer to Trade Secrets and Confidential Information (clauses 21-23).

Material Created with External Funding

(20) Where Material is developed by Melbourne Polytechnic using third party funding and/or other resources, the Intellectual Property ownership rights will belong to Melbourne Polytechnic unless determined by any agreements in place with that third party.

Trade Secrets and Confidential Information

(21) Staff must not use for their own purposes or financial advantage Confidential Information obtained in the course of their employment.

(22) Staff must keep confidential any information relating to potentially patentable inventions or other potentially registrable IP before such IP, including a patent, has been registered.

(23) In the event that an independent contractor or consultant has agreed to undertake a service or activity with or for Melbourne Polytechnic, they must sign the Confidentiality Deed for Consultant or Contractor prior to engaging with Melbourne Polytechnic. Once entered into the deed, the independent contractor or consultant has agreed to keep all the Confidential Information in confidence in accordance with the terms and conditions of the deed, see Confidentiality Deed for Consultant or Contractor.

Part B - Use of Material Protected by Third IP Rights

(24) Melbourne Polytechnic staff and students must respect the Intellectual Property of others, including other organisations, and adhere to the requirements of Australian and international IP laws and conventions.

Work Protected by Copyright

(25) Copyright encompasses a number of rights relating to certain original Works as set out in section 31 of the Copyright Act, and includes in certain circumstances the exclusive right to do the following in relation to a Work:

a. Reproduce;
b. Publish;
c. Perform;
d. Communicate; or

e. Adapt.

(26) The term "deal with" means the use of a Work in any of the above ways.

(27) Copyright is originally owned by the author or creator of a Work, but the rights can be sold, leased or licensed like any other property right and an organisation may own the copyright in Works created by staff employed by the organisation (see clauses 10-14).

(28) Staff and students must seek the permission or licence of the copyright owner prior to copying, communicating or otherwise using Works unless exceptions apply, or where a licence or permission already exists, see Guide: Requesting permission and/or licenses from copyright holders.

(29) Staff and students must always include a statement on copied materials that states which licence or permission the material was copied under, see Guide: How to attribute and reference third party material under license or permission; Guide: How to attribute Melbourne Polytechnic and Third Party Materials; and Guide: Attributing Victorian and Commonwealth Legislation.

Circumstances Where Permission to Use Copyright Material is NOT Required

(30) The rights attaching to Copyright cease 70 years after the death of the author or creator of a Work, unless the Work was published after the death of the author or creator, in which case the Copyright will continue for 70 years after the Work was first published. Staff and students can use, copy and communicate Works that are no longer protected by Copyright without requiring a licence, but must remember that there may be other parts of the Work which is still protected by Copyright (for example, even if the literary content of a book is no longer Copyright, the format, typeset, illustrations or introduction to the book may be).

(31) Some Copyright owners give the public a licence to copy or use their work free of charge or under specified conditions. Usually there will be a notice on the materials to this effect, see Guide: Creative Commons, Free-for-Use, Public Domain, Open Education and Open Access Resource Websites and Guide: How to Attribute and Reference Creative Commons & Public Domain Works.

(32) In relation to any Works sourced from a website, staff and students should check the terms of use (for most sites, click on 'copyright' at the foot of the home page). In some instances, the website permits copying for training purposes within an organisation, for non-commercial activity, and provided there is clear acknowledgement of the copyright holder and the copyright notice is included. Some Work on websites has been given a "creative commons" licence which allows it to be copied by the public, including educators, see Factsheet: What are Creative Commons Licenses? License Elements; Factsheet: Creative Commons Licenses explained for Content Creators; Factsheet: Pooling Ideas – Attributing Creative Commons Materials; Guide: Creative Commons, Free-for-Use, Public Domain, Open Education and Open Access Resource Websites and Guide: How to Attribute and Reference Creative Commons & Public Domain Works.

(33) The fair dealing provisions of the Copyright Act allow students to copy or otherwise deal with reasonable portions of Works without needing to obtain permission from the copyright owner where the purpose of such dealings are for research, study, criticism or review. A reasonable portion does not extend to reproducing the whole of a Work, and is usually considered around 10% of the total material, or one chapter or one article in a book or other publication, see Guide: Educational Statutory License – Electronic Use Scheme (EUS) and Guide: Educational Statutory License – Hardcopy Scheme.

(34) It is Melbourne Polytechnic policy that staff copying for teaching purposes adhere to the procedures of the Statutory Educational Licence (see clauses 35-42), even though under the Copyright Act the fair dealing provisions may also apply to staff in some circumstances, see Guide: Educational Statutory License – Electronic Use Scheme (EUS) and Guide: Educational Statutory License – Hardcopy Scheme.

Copyright and Libraries

(35) Under the Copyright Act staff managing a library may under some circumstances copy Works for the purposes of maintaining a library service, see Guide: Libraries and Copyright.

Statutory Educational License and Copying to Assist Students with Disabilities

(36) The Copyright Act gives educational institutions the right to copy (without the need to obtain permission of the copyright owner), certain amounts of literary, dramatic, artistic and musical works for educational purposes under certain restrictive conditions. Melbourne Polytechnic has put in place procedural requirements to enable staff to copy under this statutory licence.

(37) Educational Statutory License Part VA – Statutory Broadcast License (Screenrights), is no longer relevant to TAFE Victoria, as Melbourne Polytechnic and collaborating TAFE Victorian institutes, no longer hold the license and have not done so since 30th January 2009. For more information regarding Part VA, refer to Smartcopying Statutory Broadcast Licence.

(38) Educational Statutory License Part VB - Statutory Text and Artistic Licence, is divided into two parts:

a. Hardcopy Scheme – which permit Institutions to copy Works within allowable limits at a cost to the institute, see Guide: Educational Statutory License – Hardcopy Scheme.
b. Electronic Use Scheme (EUS) - which permit Institutions to copy electronic Works within allowable limits at a cost to the institute see Guide: Educational Statutory License – Electronic Use Scheme (EUS).

(39) Copying under the statutory licence requires payment of annual licence fees to the Copyright Agency Limited. Before staff copy Works under the statutory licence, they must check whether they can:

a. Use Melbourne Polytechnic Intellectual Property; or
b. Verify whether Melbourne Polytechnic already has permission and / or license to use the Work recorded in its Copyright Permissions Register (see clauses 43-54) or, see Permissions Registry; or
c. Obtain copies under a creative commons licence or where the creator has otherwise consented to the copying of the Work for non-profit or educational purposes; or
d. Obtain permission and / or a licence to copy directly from the copyright holder(s), see Guide: Requesting permission and/or licenses from copyright holders; or
e. As a LAST RESORT, utilise content under the Educational Statutory Licenses.

(40) Any copying under the statutory licence must be within specific limits and meet specific requirements. The limits and requirements of the statutory licence differ depending on whether the copying results in electronic or hard copy copies.

a. For statutory licence procedure relating to electronic reproduction, see Guide: Educational Statutory License – Electronic Use Scheme (EUS).
b. For statutory licence procedure relating to hard copy reproduction, refer to the, see Guide: Educational Statutory License – Hardcopy Scheme.

(41) The Copyright Act also allows the copying of Works without permission in some circumstances for the purposes of assisting people with print or intellectual disabilities. Should a member of staff wish to copy Works for a student with a print or intellectual disability, see Guide: Flexible Dealing Provisions (i.e. Format Shift – Section 200 AB of the Act) and Guide: Copying for Students with a Print and/or Intellectual Disability.

(42) Staff must ensure that details regarding the Copyright status of Works copied are recorded on relevant print

department job requisition forms as print room records are monitored by the Copyright Agency Limited (CAL) to assess compliance with the Statutory Educational Licence and the TAFE Vic and CAL Agreement.

Copyright Permissions and License Register (Permissions Registry)

(43) Melbourne Polytechnic maintains a register containing details of the Copyright permissions and licences that have previously been obtained by Melbourne Polytechnic. This register is maintained by the Copyright Co-ordinator and located on the staff portal.

(44) Staff and students should check with the Copyright Co-ordinator to see whether they are able to copy or otherwise use Copyright materials for which there is an existing permission.

(45) If staff or students want to deal with any Copyright material beyond what is permitted, they may by using:

a. Free-to-use, public domain or educational purpose licences;
b. Creative commons;
c. Copyright Permissions and License Register or negotiate a new permission;
d. Fair dealing provisions (very limited use and limited conditions apply for use); or
e. LAST RESORT: The Statutory Educational Licence (very limited use and limited conditions apply for use) at a substantial cost to the institute.

(46) The owner of the Copyright should be contacted and permission to use the Works as required should be sought, see Management of Permissions or Licences to Use Third Party Materials Procedure and Guide: Requesting permission and/or licenses from copyright holders.

(47) Information regarding the Educational Statutory Licenses and the allowable limits, see Guide: Educational Statutory License – Hardcopy Scheme and Guide: Educational Statutory License – Electronic Use Scheme (EUS).

(48) Whenever permission or licence to deal with copyright material is obtained in this way, staff and students are required to ensure that the original or copy of the licence or permission is provided to the Copyright Co-ordinator, see Management of Permissions or Licences to Use Third Party Materials Procedure.

(49) If the permission or licence is received via email from the copyright holder, forward that email to the Copyright Co-ordinator in its original electronic format.

(50) If the permission or licence is received in hardcopy, forward the original document with any email correspondence relating to the original request, to the Copyright Co-ordinator; or

(51) If the permission or licence is received in the form of a contract, agreement or deed, which requires a signature by an authorised staff member, generally the Copyright Coordinator; General Counsel (Legal Services); Deputy CEO or Chief Executive, the original, unsigned document must be forwarded to the Copyright Co-ordinator for execution.

(52) Once the permission or licence and subsequent verification is forwarded to and received by the Copyright Coordinator, the permission or licence must be entered into the Permissions Registry by the Copyright Coordinator or any member of the copyright team.

(53) As a matter of best practice and in accordance with Copyright Act - Moral Rights laws, the permission or licence obtained for Melbourne Polytechnic to use, must clearly be acknowledged to the original copyright owner, on each copy or communication of the Work. This is important because in the absence of this information, Melbourne Polytechnic may be charged for Works copied under a Statutory Educational Licence when in fact the Work was copied under a different licence or special permission and may be liable for copyright or moral rights infringement.

(54) Any works which are the Intellectual Property of Melbourne Polytechnic, must be acknowledged as such with '©

Melbourne Polytechnic {insert year}' and include the name and position title of the author(s); see Student Resource Template; Student Handout Template and/or Guide: How to attribute Melbourne Polytechnic and Third Party Copyright Materials.

Where Copyright in Works is Owned by Students

(55) Except in the case of assessment related process, staff must not reproduce, communicate or otherwise deal with a student's Work unless they have obtained explicit written permission from the student to do so, see Permission to Use and Publish Student Created Materials Procedure and Permission to Use and Publish Student Created Materials Form.

(56) Where students are under 18, a parent or guardian must provide explicit written permission on the student's behalf, see Permission to Use and Publish Student Created Materials Procedure and Permission to Use and Publish Student Created Materials Form.

(57) Where the Work has been created by more than one student, each student must provide explicit written permission separately prior to staff use of the work, see Permission to Use and Publish Student Created Materials Procedure and Permission to Use and Publish Student Created Materials Form.

Moral Rights and Attribution

(58) The Copyright Act requires that the creators of all Works must be properly attributed in accordance with moral rights and Melbourne Polytechnic requires both staff and students to comply with this law.

(59) Moral rights are the rights of a creator:

a. To be identified as the creator of the Work;
b. Not to have the Work falsely attributed to someone else; and
c. Not to have their Work altered or dealt with in any way which is prejudicial to the honour or reputation of the creator.

(60) Moral rights are held in the name of the creator of a Work and they cannot be assigned. Moral rights are a separate set of rights from Copyright.

(61) The creator of a Work for moral rights purposes includes not only the authors of written work, artists or photographers, but reflects the wide definition of a Work, and therefore includes people like dance choreographers, architects of buildings, composers of music, directors and producers of films and any other person who has created any Work.

(62) A creator must be attributed when the Work is:

a. Reproduced (i.e. making copies, scanning into electronic format, photographing, reciting it into an audio copy etc.);
b. Published or communicated (such as uploading the Work to a website or featuring the work in any publication);
c. Exhibited in public; or
d. Adapted.

(63) The Copyright Act specifies that the creator of a Work may be identified by any reasonable form of identification, but that if the creator has made it known that he or she wishes to be identified in a particular way, he or she must be attributed in this way unless it is unreasonable to do so.

(64) In addition to any moral rights attributions, students and staff must also:

a. Attribute works in accordance with the Guide: How to Attribute Melbourne Polytechnic and Third Party Copyright Materials; Guide: Attributing Victorian and Commonwealth Legislation.

a. include an attribution or acknowledgement statement on all copies, communications and adaptations of works stating under what licence or permission the Work was copied, communicated or otherwise dealt with, see Guide: How to attribute and reference third party material under license or permission and Guide: How to Attribute and Reference Creative Commons & Public Domain Works.

Student Academic Integrity

(65) Melbourne Polytechnic is committed to the maintenance of a high level of academic integrity within the Institute.

(66) Melbourne Polytechnic is committed to ensuring that all students are aware of their responsibilities in regard to academic conduct and are supported through the provision of and access to suitable resources to learn what to expect of them in accordance with Academic Integrity Policy.

(67) Academic Integrity includes the following:

a. Academic fraud - Form of misconduct that enables a student(s) to obtain an unfair academic or general advantage through false representation;
b. Academic misconduct - Conduct that enables a student an unfair academic advantage. Such conduct may include but is not limited to academic fraud, cheating, collusion and plagiarism;
c. Cheating - Behaviour which is engaged in by a student or another person on behalf of a student (and/or students or persons acting in collusion) to provide that student or group of students with an academic advantage to which that student or group of students is not entitled;
d. Collusion - Agreement between individuals (students/other persons) to act together secretly or without permission to achieve an unfair advantage; and/or
e. Plagiarism - The use of all or part of another person or entity’s work without appropriate acknowledgement of the author or source.

(68) In relation to Academic Integrity, this policy must be read in conjunction with the Academic Integrity Policy and with Student Discipline Policy.

Patents and other IP Owned by Third Parties

(69) Staff and students must not infringe IP rights in any patents or any other Materials in which IP may subsist. This includes unauthorised dealing with a patented invention, dealing with plants protected under plant breeder's rights, unauthorised copying of designs or infringing registered trademarks. Staff and students should contact the Manager of Learning Support Services or the Copyright Co-ordinator, if they are unsure of their rights relating to other forms of IP.

Part C - Other

Discipline for Breach

(70) Students may be disciplined in accordance with the Academic Integrity Policy and with Student Discipline Policy for any wilful, reckless or negligent failure to comply with this IP Policy.

(71) Staff are required to comply with all Melbourne Polytechnic policies and procedures as a part of their employment with Melbourne Polytechnic.

Contact

(72) For more information relating to IP rights or anything contained in this policy and procedure, contact the

Copyright Coordinator via email copyright@melbournepolytechnic.edu.au.

Section 3 - Definitions

(73) Confidential Information means all information obtained by an individual in the course of their dealings with Melbourne Polytechnic, and which is not otherwise publicly available, including but not limited to:

a. Intellectual Property owned or within the possession or control of Melbourne Polytechnic;
b. technical information, specifications, processes, data, software, registration information, marketing procedures, plans or strategies, pricing information, records, business and corporate or trade information;
c. employee or personnel details, information and policies;
d. financial and accounting records including financial statements, budgets, forecasts and working papers;
e. contracts, arrangements or understandings with suppliers and any other third party; and
f. any information that Melbourne Polytechnic indicates in writing to an individual to be information of a confidential nature or which is marked "confidential"

(74) Copyright as defined in clause 25 of this policy.

(75) Copyright Act means the Copyright Act 1968 (Cth).

(76) Intellectual Property means information or ideas that can be commercialised, and includes copyright, patents, trademarks, designs, circuit layouts, plant breeders' rights, trade secrets and confidential information

(77) IP means Intellectual Property.

(78) Material means any literary, dramatic, musical, artistic, technological or biological material, invention or design, or any other thing in which IP may subsist. This term is commonly used outside of the Copyright Act and legislation and has a similar definition to that of ‘Work’ listed below.

(79) Work is defined in the Copyright Act as a literary, dramatic, musical or artistic work, and includes articles, books, designs (i.e. website designs and architecture plans), artwork, plays, songs (including the lyrics, melody and the actual recording itself), other recordings, different aspects of films such as screenplay and production, and even computer programs.

Section 4 - Responsibility and Accountability

Task	Responsibility	Notes
Review Period and Processes	Copyright Coordinator	Every 3 years
Edition Control	Copyright Coordinator	Every 3 years
Development of resources	Melbourne Polytechnic Staff – especially teaching staff	Required to ensure copyright compliance for all documents created and review/edition control is adhered to.

Section 5 - Supporting Documents and Templates

Policies and Procedures

a. Academic Integrity Policy

b. Student Discipline Policy
c. Permission to Use and Publish - Student Created Materials Procedure
d. Management of Permissions or Licences to Use Third Party Materials Procedure

Templates

a. Intellectual Property Agreement
b. Confidentiality Deed for Consultant or Contractor
c. Permission to Use and Publish - Student Created Materials Form
d. Student Resource Template
e. Student Handout Template

Guides

a. Guide: Requesting permission and/or licenses from copyright holders
b. Guide: How to attribute and reference third party material under license or permission
c. Guide: How to attribute Melbourne Polytechnic and Third Party Materials
d. Guide: Attributing Victorian and Commonwealth Legislation
e. Guide: Creative Commons, Free-for-Use, Public Domain, Open Education and Open Access Resource Websites
f. Guide: How to Attribute and Reference Creative Commons & Public Domain Works
g. Factsheet: What are Creative Commons Licenses? License Elements
h. Factsheet: Creative Commons Licenses explained for Content Creators
i. Factsheet: Pooling Ideas – Attributing Creative Commons Materials
j. Guide: Educational Statutory License – Electronic Use Scheme (EUS)
k. Guide: Educational Statutory License – Hardcopy Scheme
l. Guide: Libraries and Copyright
m. Guide: Flexible Dealing Provisions (i.e. Format Shift – Section 200 AB of the Act)
n. Guide: Copying for Students with a Print and/or Intellectual Disability.

Status and Details

Status	Current
Effective Date	31st July 2017
Review Date	31st July 2022
Approval Authority	Executive Leadership Committee
Approval Date	31st July 2017
Expiry Date	Not Applicable
Policy Owner	Joseph Santiago Executive Director Finance, Reporting, Assurance and Marketing
Policy Implementation Officer	David Glimsholt Director, Information Management and Security
Author	Angela Avgerinos Director Risk Information Security and Compliance
Enquiries Contact	David Glimsholt Director, Information Management and Security --- Information Management and Security