

INSTRUCTIONS TO STUDENT IN COMPLETING THIS DEED POLL

1. **Make the decision whether to acquire independent legal advice.** The University highly recommends that you obtain independent legal advice before signing the Deed Poll to:
 - a. assist you to understand the legal consequences of signing the Deed Poll; and
 - b. clarify any queries or concerns you may have about signing the Deed Poll.
2. **Add your personal details** at the beginning of the Deed Poll. Where specified and if not already completed, insert a short description of the project you are involved in.
3. **Sign two (2)** originals of the Deed Poll before an independent witness and seek her/his signature. It would be preferable if your witness is not a University employee (particularly not your supervisor). Ensure the date that you sign the Deed Poll is inserted where required.
4. **Send one original of the Deed to:**

University of Canberra

You may retain the second original of the Deed Poll for your records.

For queries please email

STUDENT ASSIGNMENT OF INTELLECTUAL PROPERTY DEED POLL

This Deed Poll is made on _____ day of _____ 2023.

by:

_____ of _____ (Student)

in favour of:

_____ (ABN _____) of _____ (Partner)

Background

- A. The University of Canberra (**University**) and the Partner have agreed to collaborate under the Student Project Agreement (**Agreement**) dated _____ to provide University students with an opportunity to conduct a project entitled _____ (**Project**) as part of the unit number _____ (**Unit**).
- B. This deed poll sets out the terms and conditions on which the Student:
- (a) assigns the Student's Intellectual Property Rights in the Project IP to the Partner; and
 - (b) provide Moral Rights consent to the Partner in respect of its use of the Project IP.

The Student acknowledges and agrees that:

1. Definitions

1.1 For the purposes of this Deed Poll:

- (a) **Confidential Information** means information that:
- (i) is by its nature confidential; or
 - (ii) the party receiving the information knows, or ought to know, is confidential,
- but does not include information that:
- (iii) is or becomes public knowledge otherwise than by a breach of this Agreement or any other confidentiality obligation between the parties; or
 - (iv) was in the possession of the receiving party when it was given to it by the disclosing party, and the receiving party had acquired the information other than from the disclosing party;
- (b) **Course Work** means the weekly log and reflection assessment, completed by the Student as part of the Unit, and any other relevant individual assessable tasks as incorporated into the Unit from time to time;
- (c) **Intellectual Property Rights** means:
- (i) all copyright and analogous rights;
 - (ii) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including services marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts, rights in software or code and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and
 - (iii) all rights to register, rights in applications for the registration of, and rights to extend or renew the registration of any of the foregoing,

whether created or in existence before, on or after the date of this Deed Poll and whether existing in Australia or otherwise;

- (d) **Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth);
- (e) **Project** means the project entitled _____ ; and
- (f) **Project IP** means Intellectual Property Rights which are created, developed, or discovered as a result of conduct the Project, including any data and information created by or resulting from the Student participating in the Project, but excludes copyright in the Student's assessable course work.

2. Intellectual Property Rights

- 2.1 The Student assigns to the Partner any and all rights, title and interest (both legal and beneficial) in the Project IP, together with any associated common law rights arising from the use of the Project IP, with effect on and from the date of this Deed Poll.
- 2.2 The Student agrees that the Partner may modify or adapt the Project Results as it sees fit to meet its requirements.
- 2.3 This IP assignment will not extend to copyright in the Student's Course Work. The Student will remain the owner of the copyright subsisting in their Course Work. Nothing in this Deed Poll prohibits the Student from submitting all assessments and assignments required in order to satisfy the requirements of the Unit.

3. Moral Rights consent

- 3.1 The Student:
 - (a) consents to, and waives any rights in relation to, the Partner or any third party, to whom the Partner sublicences or grants any other right to use, possess, modify, vary or amend the Project IP (**Associated Persons**):
 - (i) failing to acknowledge the Student's authorship of the Project IP;
 - (ii) falsely attributing authorship of the Project IP;
 - (iii) making any modification, variation or amendment of any nature whatsoever to the Project IP; and
 - (b) without limiting clause 3.1(a), consents to, and waives any rights in relation to, any of the Partner or Associated Persons:
 - (i) altering the Project IP by adding to, or removing elements from, the Project IP, including without limitation editing, altering, modifying or expanding the Project IP;
 - (ii) incorporating the Project IP into other works of any kind in any medium now known or later invented;
 - (iii) using the Project IP, or any part of the Project IP or any other work derived from the Project IP, in conjunction with other material of any kind; and
 - (iv) doing any of the acts referred to in paragraphs (i), (ii) and (iii) in relation to any:
 - (A) adaptation of the Project IP or any part of such adaptation;
 - (B) other work derived from or based on the Project IP or any part of such other work; and
 - (C) omitting to attribute the authorship of the Project IP.

4. Confidentiality

- 4.1 The Student undertakes to:
 - (a) not disclose the Confidential Information to any person (apart from personnel involved in the Project) without the written approval of the University or the Partner, which may be given by the Student's supervisor for the Project;
 - (b) not to disclose the Confidential Information for purposes other than for the Project; and

(c) keep and store the Confidential Information secure from unauthorised access.

5. Undertakings

5.1 The Student warrants and undertakes to the Partner that to the best of her/his knowledge, she/he has the right and authority to enter into this Deed Poll.

6. Survival

6.1 The Student understands that the obligations in this Deed shall survive the cessation of the Project and the Student's enrolment at the University.

7. Governing Law

7.1 This Deed Poll shall be governed by, and constructed in accordance with, the laws of the Australian Capital Territory.

EXECUTION

By signing this Deed Poll, you acknowledge and agree that:

- A. you have read this Deed Poll in full and have had a reasonable opportunity to obtain independent legal advice and enter into this Deed Poll freely and voluntarily on the basis of that advice;
- B. you assign to the Party all of your rights, title and interest (both legal and beneficial) in the Project IP, together with any associated common law rights arising from the use of the Project IP with effect on and from the date of this Deed Poll; and
- C. you have provided various Moral Rights consents in relation to the use of the Project IP as set out in this Deed Poll.

Executed as a Deed Poll

Signed, sealed and delivered by the Student in the presence of:

.....
Signature of Witness
Date:

.....
Signature of Student
Date:

.....
Name of Witness

.....
Name of Student