

Student Intellectual Property and Confidentiality Deed (Non-HDR Students)

Parties

UQ	The University of Queensland ABN 63 942 912 684 a body corporate constituted under the <i>University of Queensland Act 1998</i> (Qld) of Brisbane in the State of Queensland 4072
Student	the individual specified in the schedule

names, company names, indications of origin, designs, plant varieties, semi-conductors, circuit layouts, confidential information or knowhow, any right of registration of such rights and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

Background

- A The Student is a student of UQ whose studies include participating in the Project.
- B The Student, will, at the same time as this deed, provide UQ with an executed copy of either:
- a Certificate of obtaining independent legal advice; or
 - an Acknowledgment Form confirming or waiving the right to obtain independent legal advice,
- as set out in Schedule 2.
- C The Student has agreed on the terms and conditions of this deed to:
- keep the Confidential Information confidential; and
 - assign to UQ all Intellectual Property created or acquired by the Student during his or her participation in the Project.

IP Policy

means the intellectual property policy approved by UQ's governing body, including any amendment to that policy or replacement policy.

Moral Rights

means moral rights as described in Part IX of the Copyright Act 1968 and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

Project

means any research project which the Student will out carry out, or participate in, for or as part of a course or program at UQ, which is within the IP Policy.

Project Intellectual Property

means all Intellectual Property created as part of a Project.

UQ's Representative

means the principal advisor or advisory team specified as UQ's representative in the schedule, as varied by UQ from time to time.

Scholarly Works

means copyright works that are intended for academic publication (for example, any article, book, manuscript, manual, musical composition, diagram, photograph, creative writing, film or like publication) regardless of format (for example, printed, digital or electronic versions).

Thesis

means the Student's thesis or any other work required for assessment purposes, relating to the Student's participation in the Project.

Operative terms

1 Definitions and interpretation

1.1 Definitions

In this deed:

Attorney	means any attorney appointed under this document and any person who by delegation directly or indirectly derives a right from an Attorney.
Business Day	means a day in Brisbane which is not on a weekend or a public holiday gazetted by the State of Queensland for Brisbane.
Confidential Information	means any ideas, concepts, drawings, technical information, financial information, trade secrets, know-how, computer source code, integrated circuit layout designs and any other information of any kind or any part thereof, and in any form or medium whatsoever, relating directly or indirectly to the Project or the operation of UQ other than information in the public domain other than by breach of an obligation of confidence.
DVC	means the Deputy-Vice-Chancellor (Research) as appointed from time to time.
Intellectual Property	includes all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including patent rights, trade mark rights, copyright, moral rights, plant breeders' rights and rights in relation to inventions, trade names, business

1.2 Interpretation

In this deed:

- no rule of construction applies to the disadvantage of the party that drafts this deed on the basis that the party suggested the relevant drafting;
- references to a party mean UQ or the Student and references to the parties mean both UQ and the Student; and
- words such as "includes" and "including" do not impose any limitation on the construction of general language that is followed by specific examples.

2 Intellectual property

- Subject to the copyright referred to in clause 4(a), the Student hereby assigns to UQ all Project Intellectual Property created or contributed by the Student.
- The Student agrees to execute any document and to do

all things that may be necessary to give effect to the assignment in this clause and record the assignment of the Project Intellectual Property with any relevant intellectual property office.

- (c) The Student irrevocably appoints UQ as his or her Attorney:
- (i) with the power at any time to:
- (A) do everything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of UQ in relation to this deed including:
- (I) performing any act to be done; and
- (II) signing any document which would otherwise be signed by the Student, including any patent application document which requires the signature of the inventor,
- in order for UQ to obtain, enforce or otherwise deal with any Intellectual Property from the Project which may arise in any country;
- (B) complete this document;
- (C) appoint substitutes and otherwise delegate its powers (including this power of delegation); and
- (D) exercise any right solely for the benefit of UQ even if exercise of the right constitutes a conflict of interest or duty; and
- (ii) if the Student is in default under this deed, to do all acts and things which the Student is obliged to do under this deed.
- (d) The Student by this deed ratifies anything done or not done by the Attorney pursuant to the power of attorney.
- (e) The appointment of UQ as the Student's Attorney under clause 2(c) will continue beyond the cessation, for any reason, of the Student's involvement with the Project.

3 IP policy

- (a) The Student agrees to comply with the IP Policy.
- (b) To the extent that the terms of this deed are inconsistent with the IP Policy, the terms of this deed shall prevail.

4 Copyright in theses and publications

- (a) Notwithstanding anything else in this deed, the Student retains copyright in his or her Thesis and Scholarly Works of which the Student is the sole author.
- (b) The Student grants to UQ a permanent, irrevocable, royalty-free, non-exclusive, world-wide licence to use and reproduce his or her Thesis or Scholarly Works for non-commercial educational and research purposes. This licence is in addition to any rights set out in UQ's

policies, rules, or procedures relating to theses or Scholarly Works including the IP Policy.

5 Protection of the assessment process

- (a) Nothing in this deed will prevent the Student's Thesis from being created or assessed in accordance with UQ's rules and procedures relating to assessment.
- (b) The Student acknowledges that any restrictive rules for theses containing Confidential Information may operate for such assessment.

6 Publication

- (a) The Student must not publish, and must not allow to be published, the Student's Thesis or any Scholarly Works which contain Project Intellectual Property, without the prior written consent of UQ's Representative, which consent may not be unreasonably withheld.
- (b) If UQ's Representative deems it necessary to impose measures limiting access to the Student's Thesis for the purpose of maintaining the confidentiality of any Confidential Information or Project Intellectual Property, the Student agrees to cooperate with UQ in that regard and to comply with any such measures.

7 Sharing of income

- (a) In consideration of the assignment in clause 2(a) and the licence granted in clause 4(b), UQ will ensure that the Student is included, along with any other student or any of UQ's employees who participated in the generation of the Project Intellectual Property, in sharing any income arising from the commercial exploitation of the Project Intellectual Property in accordance with the IP Policy, if this should occur.
- (b) The sharing of any commercial benefits received from the commercial exploitation of the Project Intellectual Property will be in accordance with the IP Policy, which the Student acknowledges may be varied from time to time.

8 Confidential information

- (a) The Student must not disclose, or allow to be disclosed, any Confidential Information to any person except:
- (i) as required by law if the Student has given UQ all available notice to enable UQ to attempt to remove that requirement and only discloses the minimum information required; or
- (ii) with the prior written consent of UQ's Representative.
- (b) The Student agrees not to use any Confidential Information (whether owned by UQ or a third party) disclosed to the student for a purpose related to the Student's participation in the Project for any other purpose, without the prior written consent of UQ's Representative.
- (c) The Student agrees not to use any Intellectual Property (whether owned by UQ or a third party) which the Student is granted the right to use for a purpose related to the Student's participation in the Project for any other purpose, without the prior written consent of UQ's Representative.
- (d) The Student agrees to comply with any terms imposed on UQ by a third party in relation to the use and confidentiality of any confidential information or Intellectual Property, as if the Student was bound by those terms.

- (e) At the completion of the Project or if the Student's participation in the Project comes to an end for any reason, the Student must:
- (i) deliver to UQ's Representative, all documents and data, in any form (including printed, digital or electronic), of any nature relating to the Project including any Confidential Information; and
 - (ii) not take nor retain any documents and data in any form (including printed, digital or electronic) containing or relating to any Confidential Information.

9 Moral rights

- (a) To the extent permitted by law, the Student hereby consents to and authorises:
- (i) UQ;
 - (ii) UQ's licensees and successors in title; and
 - (iii) any other person authorised by UQ or by such a licensee or successor in title,
- (each a "**Beneficiary**") to perform, and refrain from performing, all acts to enable the Beneficiary to enjoy the full benefit of the Project Intellectual Property which might otherwise amount to an act or omission in breach of the Student's Moral Rights in respect of the Project Intellectual Property.
- (b) Without limiting clause 9(a), the Student hereby consents for each of the Beneficiaries to:
- (i) make alterations to or deletions from the Project Intellectual Property, however substantial they might be; and
 - (ii) use the Project Intellectual Property in a manner that does not identify the Student.
- (c) The consents given in this clause do not apply in respect of the Student's Thesis or any Scholarly Works authored solely by the Student.
- (d) The Student acknowledges and agrees that the consent given in this deed is genuinely given and not provided under duress, and the Student further acknowledges and agrees that this consent is unconditional and irrevocable.

10 Student warranties

- (a) The Student warrants that any works created by the Student during his or her participation in the Project will be his or her own original work, except for insubstantial excerpts from other works included with acknowledgment of the original copyright owners.
- (b) The Student warrants that his or her performance of all of the terms of this deed does not and will not breach any deed to keep confidential any confidential information acquired by the Student prior to his or her participation in the Project and agrees not to enter into any deed (whether written or oral) that conflicts with this deed.

11 Authority

The Student authorises UQ to make the terms of this deed and the fact of the Student's obligations under it known to any person, including a future employer of the Student.

12 Review

- (a) If the Student is dissatisfied with a decision of UQ's Representative under this deed, including the withholding of any consent, the Student may notify the Chair of the Research Degrees Committee (or an alternative Committee nominated by UQ) in writing that the Student requests a review of that decision.
- (b) The Chair of the Research Degrees Committee (or an alternative Committee nominated by UQ) shall make a response to the Student not later than five Business Days from the date the matter is raised. If the Student is dissatisfied with the reply (or if the reply is not timely) the Student should advise the DVC of the unresolved dispute.
- (c) The DVC will then follow through the unresolved dispute in accordance with the appeals process outlined in the IP Policy.
- (d) The Student must comply with the decision of UQ's Representative until such time as the DVC notifies the Student in writing of the decision in relation to the appeals process.

13 Survival of obligations

The obligations in this deed will survive termination of the Student's enrolment at UQ and will not merge on completion of the transactions contemplated by this deed.

14 Governing law

This deed is governed by and is to be construed in accordance with the laws applicable in Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

Execution

Executed as a deed.

SIGNED, SEALED AND DELIVERED by THE UNIVERSITY OF QUEENSLAND through its authorised officer whose name and signature appears opposite in the presence of:

.....
Signature of Witness	Signature of authorised officer


	Name of authorised officer
.....
Name of Witness	Title of authorised officer

	Date

SIGNED, SEALED AND DELIVERED by

the Student

in the presence of:

.....
Signature	 Witness' signature
.....
Date	Print Name of Witness

Schedule 1

STUDENT DETAILS

Student's Name:	Insert Student's Name
Student's Address:	Insert Student's Address
Student No:	Insert Student No.
UQ Representative:	Insert UQ Representative
Course of Study:	Insert Course of Study
Name of School/Faculty:	Insert Name of School/Faculty
Name of Principal Supervisor:	Insert Name of Principal Supervisor
Title of Project (if known):	Insert Title of Project (if known)
Title of Thesis (if known):	Insert Title of Thesis (if known)

Schedule 2 – Certificate by Independent Legal Adviser OR Acknowledgement

CERTIFICATE BY INDEPENDENT LEGAL ADVISER

To:

The University of Queensland

(Insert Full Name)

I

(Insert Full Address)

of

CERTIFY THAT:

1. I am admitted to practice as a solicitor.
2. I have been retained by **(Insert Full name of student)** (“the Student”) to advise the Student in relation to a Student Intellectual Property and Confidentiality deed to which this Certificate is attached.
3. I have been retained by the Student independently of The University of Queensland, and independently of UniQuest Pty Limited
4. I have fully advised the Student in relation to:
 - (a) the Student's ownership of the intellectual property being assigned;
 - (b) the choices available to Student in relation to the Student's ownership of the intellectual property being assigned;
 - (c) what the Student will be foregoing as a result of executing the Student Intellectual Property and Confidentiality deed;
 - (d) the benefits described in the Student Intellectual Property and Confidentiality deed that will accrue to the Student as a result of signing the Student Intellectual Property and Confidentiality deed;
 - (e) the Student's obligations in the Student Intellectual Property and Confidentiality deed;
 - (f) the Student's rights in the Student Intellectual Property and Confidentiality deed; and
 - (g) the nature and effect of the Student Intellectual Property and Confidentiality deed.
5. I asked the Student whether the Student understood the Student Intellectual Property and Confidentiality deed and my advice and the Student responded “Yes”.
6. I asked the Student whether the Student executed/intended to execute the Student Intellectual Property and Confidentiality deed voluntarily and the Student responded “Yes”.

(Dated)

Dated

Signature

Click or tap here to enter text.

Print full name



THE UNIVERSITY
OF QUEENSLAND
AUSTRALIA

ACKNOWLEDGMENT FORM

STUDENT INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

Under UQ's Intellectual Property Policy, the University may ask you to sign a Student Intellectual Property and Confidentiality deed before you commence your postgraduate studies at UQ. This will normally be the case where you work on a research project which is funded by an external organisation and/or where you will be creating intellectual property jointly with UQ Staff and / or in other circumstances described in the IP Policy.

The Student Intellectual Property and Confidentiality deed affects your intellectual property and publication rights.

If you are asked to sign a Student Intellectual Property and Confidentiality deed, UQ strongly recommends that you obtain **Independent Legal Advice** before signing the deed, to assist you to understand the legal consequences of signing the deed and to clarify any queries or concerns you may have about signing. However, you may choose not to seek independent legal advice.

PLEASE:

- 1 **COMPLETE** the relevant section overleaf (complete only **ONE** box that applies to you)
- 2 **ATTACH** this form, when completed, when you return your signed Student Intellectual Property and Confidentiality deed.

IMPORTANT

If the completed Acknowledgement Form is **NOT** attached to your signed Student Intellectual Property and Confidentiality deed, the deed will be returned to you and your work on your research project may be suspended until this form is properly completed.

(Complete ONE Section only)

SECTION 1

I DID OBTAIN INDEPENDENT LEGAL ADVICE

I, **(Print your full name)**,

a student of the faculty of **(Print name of your Faculty)**,

state that I have obtained independent legal advice prior to signing my Student Intellectual Property and Confidentiality deed with UQ.

DATED this _____ day of _____, 20__

Signature

OR

SECTION 2

I DID NOT OBTAIN INDEPENDENT LEGAL ADVICE

I, **(Print your full name)**,

a student of the faculty of **(Print name of your Faculty)**,

state that I have read this Acknowledgment Form and understand that UQ has strongly recommended I obtain independent legal advice before signing my Student Intellectual Property and Confidentiality deed.

I have chosen not to obtain independent legal advice. I have signed my Student Intellectual Property and Confidentiality deed of my own free will.

DATED this _____ day of _____, 20__

Signature