

REASSIGNMENT OF STUDENT INTELLECTUAL PROPERTY RIGHTS USING A STUDENT DEED POLL

Students may be requested to reassign their rights to intellectual property (IP) generated while participating in research projects using a Reassignment of Student Intellectual Property Rights - Student Deed Poll. The Deed can be used when the project is funded by a third party, pre-existing IP is used by the student, or significant university resources are required by the student. The following guidelines provide more detail including completing the Deed, who needs to sign the Deed and who shares any potential commercialisation income.

COPYRIGHT IN THESIS

Even when students re-assign their IP rights, they still retain copyright of their thesis. UWA ensures that students are acknowledged as the author of the thesis and the work they did in the project.

SHARING OF COMMERCIALISATION INCOME

When students re-assign their IP rights to UWA, where applicable UWA will agree to manage their continuing interest in the IP, including the opportunity for them to share in any commercialisation income, in accordance with UWA's [Intellectual Property Policy](#).

DISCLOSURE

Supervisors must disclose to their students if there are any restrictions on their study or research that concern IP ownership. Similarly, students must disclose to their supervisors if there are any restrictions on their study or research that concern IP ownership. If students bring existing IP to be used in the course of their research or studies, they should provide evidence of their ownership to their supervisors.

QUERIES AND INDEPENDENT LEGAL ADVICE

For supervisors: Supervisors should direct any questions about the Deed to the UWA Risk and Legal Office. Copies of all documents and agreements should be submitted to the Graduate Research School to be filed within the student record.

For students: The UWA Risk and Legal Office consider students a separate entity from the University, and are only able to act for and take instructions from the University, through the Graduate Research School and/or UWA supervisors. As such, this office will not advise students directly.

The Risk and Legal Office recommends that students obtain independent legal advice from a legal practitioner of choice before signing the Deed, to assist their understanding of the legal consequences of signing the Deed and to clarify any queries or concerns they may have about signing the Deed.

REASSIGNMENT OF STUDENT INTELLECTUAL PROPERTY RIGHTS: STUDENT DEED POLL

Project:

Funding Body (if relevant):

Grant Identification Number (if relevant):

I, _____ of _____

acknowledge that I will be participating in the above research Project that the University of Western Australia (UWA) is carrying out in accordance with a Project agreement executed with third party collaborators.

I confirm that I have read and understood the terms and conditions of the Project agreement, in particular the parts related to confidentiality and publication, intellectual property, conflicts of interest, student involvement and reporting and agree to comply with them as if I were a party to that agreement.

In consideration of UWA's administration of the funding for the Project and my participation in the Project, I hereby assign to UWA all right, title and interest in any intellectual property (including present and future copyright, trademarks, designs, know-how, patent rights and confidential information) that I create, develop or discover as a result of my participation in the Project, but I do not assign copyright in my scholarly works (including my thesis).

I agree to execute all documents and do all such things as may be reasonably necessary to give effect to the assignment above and to grant any licence required under the Project agreement. I hereby grant UWA a perpetual, irrevocable, royalty free, non-exclusive licence to use and reproduce my scholarly works.

I agree to comply with any obligation of confidentiality in the Project agreement to the same extent as if I were a party to that agreement. I understand and acknowledge that any such confidentiality obligation may prevent me publishing my thesis and the results of any research conducted in relation to the Project except as may be permitted by the Project agreement. I understand that UWA will arrange for my thesis to be assessed in confidence in these circumstances, so that I may fulfil the requirements of the degree I am enrolled in.

I have read this document and understand that by signing it, I am transferring intellectual property rights to UWA. I am aware of my right to seek independent legal advice in this regard and have either done so or waive that right. I further understand that where UWA benefits from the commercial exploitation of any intellectual property I create, I will share in any such benefit or commercial gain in accordance with UWA's Intellectual Property Regulations, 1996 or as amended from time to time.

Executed as a Deed and delivered on the date shown below:

Signature:

Date:

Witness Signature:

Name (please print)