



## **GUIDELINES FOR STUDENT PARTICIPATION IN UWA SUPPORTED RESEARCH CONTRACTS**

### **BACKGROUND**

Research and innovation undertaken within universities, by their very nature, build on the work of those who have gone before. We need to ensure that this research, which will almost always be done for the benefit of the broader community, is appropriately managed, recognised and rewarded.

You should know that UWA has no automatic legal right to intellectual property created by students during the course of their studies at UWA. However, in some instances students will be requested to assign their rights to intellectual property generated while participating in research projects. This will usually occur where for example the project is funded by a third party, pre-existing intellectual property is used by the student or significant university resources are used by the student.

The following guidelines provide more detail including completing the Deed, who needs to sign and sharing of any potential commercialisation income.

### **CONFIDENTIALITY**

You will most likely be required to observe confidentiality, while working on the project. Where the contents of your thesis are to remain confidential for a period of time after completion of the work, you should be advised by your supervisor of this and the relevant period **prior** to you commencing work on the project and the implications involved. If you still wish to work on the project, you should know that the thesis will be held in closed access in the Library but remain unavailable for any use whatsoever until the restricted period is expired.

### **COPYRIGHT IN THESIS**

Please note that you retain copyright in your thesis. UWA will ensure that you are acknowledged as the author of your thesis and the work you do in the project. UWA will arrange for your thesis to be assessed in confidence if confidentiality applies.

### **SHARING OF COMMERCIALISATION INCOME**

Once you have assigned your rights to UWA, where applicable we agree to manage your continuing interest in the intellectual property, including the opportunity for you to share in any commercialisation income, in accordance with UWA's Intellectual Property Regulations, 1996 or as amended from time to time.



## **DISCLOSURE**

You must disclose to your supervisor if there are any restrictions on your study or research that concern intellectual property ownership. If you bring existing intellectual property to be used in the course of your research or studies, you should provide evidence of your ownership to your supervisor.

## **INDEPENDENT LEGAL ADVICE**

UWA recommends that you obtain **independent legal advice** from a legal practitioner of your choice before signing the Deed, to assist your understanding of the legal consequences of signing the Deed and to clarify any queries or concerns you may have about signing the Deed.

## **QUERIES**

You should direct any questions you have about the mechanics or procedure for signing the deed to the Office of Innovation in the first instance. You are entitled to take independent legal advice as to your rights and if you are in any doubt, you should do so. Please return completed form to the Graduate Research School

Thank you for your cooperation in this process.



## STUDENT DEED POLL

**Project:**

**Grant Identification Number:**

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, trade marks, 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) \_\_\_\_\_