

STUDENT DEED POLL

REASSIGNMENT OF STUDENT INTELLECTUAL PROPERTY RIGHTS FOR STUDENT PARTICIPATION IN UWA SUPPORTED RESEARCH PROJECTS

UWA has no automatic legal right to intellectual property (IP) created by students during the course of their studies at UWA. However, in some instances students may be requested to reassign their rights to IP generated while participating in research projects using a 'Student Deed Poll' (the **Deed**). 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. Before signing the Deed, it is important for students to have a full understanding of any agreements between UWA and the third party. More information can be found on the Graduate Research School website at <https://www.postgraduate.uwa.edu.au/students/policies/ip> and the [UWA Intellectual Property Policy UP07/49](#).

CONFIDENTIALITY

Students may be required to observe confidentiality while working on the project. Where the contents of the student's thesis are to remain confidential for a period of time after completion of the work, the student should be advised by the supervisor of this and the relevant period prior to the student commencing work on the project and the implications involved. Students for whom confidential thesis examination and/or post-examination embargo are required under an agreement must formally apply for this via the Graduate Research School through their supervisor and Graduate Research Coordinator. The thesis will be held in closed access in the Library and remain unavailable for any use whatsoever until the restricted period is expired. Students must abide by the terms detailed in the Project Agreement. If required, the student must request restricted access and/or confidential examination when submitting their thesis. More information can be found at <https://www.postgraduate.uwa.edu.au/students/thesis/ip>.

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. UWA does not seek to acquire copyright of students' theses. The student retains copyright of their thesis unless they assign full or partial copyright to another party, such as a publisher.

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 the [UWA Intellectual Property Policy UP07/49](#).

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 UWA 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.

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Project:

Funding Body (if relevant):

Grant Identification Number (if relevant):

I _____ of _____
Full Name *Address*

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 the UWA Intellectual Property Policy UP/07/49 or as amended from time to time.

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

Student Signature:

Date:

Witness Name:

Witness Signature: