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**STUDENT ASSIGNMENT AND CONFIDENTIAL INFORMATION DEED POLL**

**THIS DEED POLL** is made on the                      day of                      20

Name		(You or Your)
Address		
Telephone		

**BACKGROUND**

- A. The University has made arrangements for You to participate in an industry based Project with the Industry Partner to gain practical training, experience and skills within an industry setting relating to Your area of study as described in the attached Letter Agreement.
- B. During the period of the Project, You will contribute to the development of the Deliverables for the Industry Partner. You may also create or contribute to the development of other Intellectual Property, including copyright in Your Assessment Materials.
- C. The University will own all Intellectual Property in the Deliverables. You will own all other Intellectual Property that you create during, and as part of, the period of the Project, including the copyright in Your Assessment Materials.
- D. Under the Letter Agreement, the University has agreed to assign all Intellectual Property in the Deliverables to the Industry Partner.
- E. This Deed sets out the terms on which You assign all Intellectual Property in the Deliverables to the University so that the University can give effect to the assignment of Intellectual Property in the Letter Agreement.

**OPERATIVE PART**

In consideration of, among other things, the mutual promises contained in this Deed, the parties agree:

**1. DEFINITIONS**

In this Deed:

**Assessment Materials** means the Scholarly Work produced by You solely for Your assessment or reporting obligations to the University during the period of the Project and which does not form part of the Deliverables.

**Assignment** means assignment of the Intellectual Property pursuant to this Deed.

**Confidential Information** means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Industry Partner or the University regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential, and all copies, notes and records and all related information generated by the Industry Partner or the University based on or arising out of any

such disclosure. Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at or after the date of its disclosure to You; other than through Your fault;
- (b) at the date of its disclosure to You is already properly in Your possession in written form otherwise than by prior confidential disclosure from the Industry Partner or the University;
- (c) after the date of its disclosure to You is available to the public from sources other than You;
- (d) after the date of its disclosure to You is properly available to You from a third party having no obligation of confidentiality to the Industry Partner or the University; and
- (e) required to be disclosed under law.

**Deed** means this Student Assignment and Licence Deed Poll.

**Deliverables** means the deliverables identified in the Schedule of the Letter Agreement.

**Effective Date** means the date affixed at the top of the first page of this Deed.

**Industry Partner** means the organisation that has provided the project brief for the Project as outlined in the Letter Agreement between the Industry Partner and the University.

**Intellectual Property** means all rights in the field of intellectual property and industrial property including:

- (a) copyright, rights in respect of inventions (including patents) registered and unregistered trademarks (including service marks), rights in designs plant varieties, circuit layouts and Know How and any right to have information kept confidential;
- (b) any application or right to apply for registration of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraph (a) or (b) which may subsist anywhere in the world.

**Know How** means all information not in the public domain including inventions, drawings, design, circuit diagrams computer programs, data, formulae, specifications, methodologies and techniques, design procedures and procedures for experiments and test, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any products.

**Letter Agreement** means the Industry Project Letter Agreement attached as Annexure 1.

**Scholarly Work** has the same meaning as in the University Statute 14.1 for Intellectual Property.

**University Statute** means a statute of the University.

## 2. ASSIGNMENT

- 2.1 Subject to You retaining copyright in Your Assessment Materials, You acknowledge and agree that on and from the date on which the Intellectual Property was created, the right, title and interest in the Intellectual Property in the Deliverables vests in the University pursuant to the University Statute 14.1 in force at the relevant time.
- 2.2 To the extent that You have retained or continue to hold any right, title or interest in the Intellectual Property in the Deliverables (other than the Intellectual Property in the Assessment Materials), You assign on and from the Effective Date Your whole right, title and interest in the Intellectual Property to the University, and the University accepts such assignment, free from all encumbrances, including:

- (a) the absolute right to apply for registration as the sole proprietor of the Intellectual Property in the Deliverables (other than the Intellectual Property in the Assessment Materials), anywhere in the world; and
- (b) the absolute right to do anything in relation to ownership, protection and use of the Intellectual Property in the Deliverables (other than the Intellectual Property in the Assessment Materials), anywhere in the world.

2.3 You warrant to the University that, to the best of Your knowledge or belief You:

- (a) are the legal and beneficial owner of the Intellectual Property being assigned under clause 2.2; and
- (b) have not knowingly granted any licences or otherwise encumbered Your right, title and interest in and to the Intellectual Property.

**3. CONFIDENTIAL INFORMATION**

3.1 You acknowledge and agree that You must:

- (a) keep all Confidential Information of the Industry Partner or the University confidential unless strictly required otherwise by law;
- (b) not use Confidential Information in any way which would be harmful to the best interests of the Industry Partner or the University; and
- (c) not use any Confidential Information in any way other than for the purposes of the Project without the prior written permission of the Industry Partner and the University.

3.2 You agree upon the written request of the Industry Partner and/or the University to return to the Industry Partner and/or the University any documents originating from the Industry Partner and/or the University which embody Confidential Information and must not keep any copies in any form.

**4. FURTHER ACTION**

4.1 You must, at the University's cost, do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the Assignment under this Deed.

**EXECUTED AS A DEED POLL**

**SIGNED SEALED AND DELIVERED BY**     )

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Signature of (student)

.....  
Signature of Witness

.....  
Print Name of Witness