



Student Projects Intellectual Property (IP)

What is Intellectual Property (IP)?

IP refers to creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce. IP rights are legal rights which exist in relation to creators of IP.

- It is usual for an organisation to own IP (copyright, patents, inventions, trade marks, designs) in the work produced by employees in the course of employment.
- Students on unpaid projects are not employees, therefore ownership of IP will not automatically be with the industry partner.
- You may be asked by your industry partner or by QUT on behalf of the partner to sign a document **licensing** or **assigning** IP to the industry partner, so that the industry partner is able to use the IP for its future business activities with certainty.

Assignment of IP -Assignment refers to a complete transfer (like a sale or a gift) of ownership of IP. The new owner can do anything they like with the IP which they now own.

Licence of IP- A licence of IP means that the owner of the IP has given permission for another person to use it. A licence of IP can specify the ways in which the other person is allowed to use the IP (e.g. for how long and for what purposes). The creator of the IP remains the owner.

What is confidentiality?

- Confidentiality is an obligation to keep certain information or materials secret, and to not disclose or provide copies of the information or materials to other people.



- Many industry partners will deal with information which is confidential (e.g. trade secrets, business know-how or processes, clients lists, client records, pricing information). This information can be of commercial value to an organisation.
- In most projects, students will be asked to sign a document which includes an obligation on students to keep this information confidential.
- It is very important that you do not discuss or provide copies of an organisation's confidential information to anyone, except:
 - for the purpose of the project or completing assessment requirements;
 - where required by law; or
 - with the Organisation's written consent.



What are moral rights?

- There are legal obligations to attribute works to their creators and treat their work with respect. These creators' rights are known as 'moral rights'. They mean you must:
- attribute (give credit to) the creator;
- not say a person is a creator of a work when they're not;
- not do something with a work (such as change or add to it) that would have a negative impact on the creator's reputation.

A creator can consent to actions which would infringe their moral rights.



Student Projects Deed advice options

QUT recommends you take steps to ensure you understand the terms of any document relating to any deeds before you sign, which may include obtaining independent legal advice. The rights of students and QUT in relation to IP produced by QUT students is set out in QUT's Intellectual Property Policy (D/3.1.7).

Options for students to obtain independent legal advice include:

- The Queensland Law Society can provide details of lawyers in particular locations or practice areas.
- Community legal centers, are independent, non-profit organisations that provide some free legal services to the public.
- The Student Guild offers a free legal service for students, ph. 3138 1666.

QUT requests that you and your supervisor discuss these issues before the commencement of your Project, to ensure you make a well informed choice about signing this Deed Poll.



Who can witness the Deeds?

The witness must be an adult and independent and must not be a QUT employee (particularly not your supervisor) or an employee or representative of the Industry Partner.



Student Projects

Witnessing Deeds contd..

Who is 'independent' for the purpose of witnessing of Deeds

- **Students:** Another student can witness the signing student's signature (provided that the witnessing student is an adult (>18 Year of age) **and** is not currently employed by the relevant industry partner)
- **Flatmates:** Can witness the signing student's signature (provided that the flatmate is an adult **and** is not currently employed by the relevant industry partner)
- **Justice of the Peace:** Can witness the student's signature as long as they are not employees of QUT or the Industry Partner

Who is **NOT** 'independent' for the purpose of witnessing of Deeds

- Any representative or employee currently employed by the relevant industry partner
- Any QUT employee (particularly not your supervisor)
- Any relatives/ family members of the signing student

How to complete and submit the Deed(s)?

- ✓ Make the decision whether to obtain independent legal advice.
- ✓ Complete and sign **page 3** (Acknowledgement Form) and **page 5** (Schedule) of the Deed.
- ✓ Provide the signed Deed (all pages) to your Industry Supervisor.
- ✓ Scan a copy of the complete signed Deed (all pages) and save it as a **PDF document**, saving the file name with your first name and surname.
- ✓ Email the PDF version of the Deed(s) to SEF WIL team at sef.wil@qut.edu.au



Science and
Engineering
Learning and
Teaching

Got questions?

For queries regarding
IP and Confidentiality,
visit the [Science and
Engineering Faculty Work
Integrated Learning \(WIL\)
Community Blackboard Site](#)
or contact
SEF WIL team.

Email: sef.wil@qut.edu.au

Phone: 3138 8822

Location:
SEF WIL team,
Science & Engineering Faculty
O Block Podium,
Level 3,
QUT Garden's Point Campus



Dear Student,

WIL PROJECT DEED POLL – PRODUCT OR SERVICE
FOR STUDENTS INVOLVED IN WORK INTEGRATED LEARNING (WIL) PROJECTS

This document is to be used for a WIL project where you are helping to create a product or service for the Industry Partner. Examples of this might be developing a design for a new component of a product, writing software as part of a product or to provide a commercial service, developing a process or software that improves the internal business operations of an industry partner, or undertaking business analysis that is of competitive value.

QUT hopes that this information sheet will help you to understand issues regarding **intellectual property (IP)**, **moral rights** and **confidentiality** in the context of WIL projects. QUT requests that you and your supervisor discuss these issues before the commencement of your Project, to ensure you make a well informed choice about signing this Deed Poll. Thank you for taking the time to carefully consider this information.

What is IP?

IP refers to creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce. IP rights are legal rights which exist in relation to creators of IP.

What are moral rights?

There are legal obligations to attribute works to their creators and treat their work with respect. These creators' rights are known as 'moral rights'. They mean you must:

- attribute (give credit to) the creator;
- not say a person is a creator of a work when they are not;
- not do something with a work (such as change or add to it) that would have a negative impact on the creator's reputation.

A creator can consent to actions which would infringe their moral rights.

What is confidentiality?

Confidentiality is an obligation to keep certain information or materials secret, and to not disclose or provide copies of the information or materials to other people.

The rights of students and QUT in relation to IP produced by QUT students is set out in QUT's Intellectual Property Policy. Under chapter D/3.1.7, in the absence of an employment contract or another kind of agreement students personally own intellectual property (IP) that they generate.

QUT encourages students to participate in WIL activities, as part of students obtaining real-world experience and meeting the course requirements of their degree. The QUT WIL Protocols & Guidelines (which supplements the QUT WIL Policy in chapter C/4.4 of the SOPP) contains information on IP and confidentiality in the context of WIL projects. It notes that an industry partner might ask a QUT student to enter into an agreement to assign or licence their IP to the industry partner in order for the student to participate in the WIL activity.

What is assignment of IP?

Assignment refers to a complete transfer (like a sale or a gift) of ownership of IP. The new owner can do anything they like with the IP which they now own.

What is a licence of IP?

A licence of IP means that the owner of the IP has given permission for another person to use it. A licence of IP can specify the ways in which the other person is allowed to use the IP (e.g. for how long and for what purposes). The creator of the IP remains the owner.

If you sign this WIL Project Student Deed Poll, you will be giving a licence of your IP to the Industry Partner. This will allow the industry partner to use the IP you create while working on the project with their organisation.

QUT is not a party to this agreement, but has created four WIL Project Deed Polls that can be used by students participating in WIL projects.

IMPORTANT NOTE TO STUDENTS:

1. Under the QUT IP Policy and the law, you personally own any IP which you create.
2. It is your choice whether you agree to licence or assign your IP to any other person.
3. If you sign this Deed Poll you agree to licence (that is, give permission to use) the any other IP you create during the WIL Project to the Industry Partner on an **ongoing basis, for any purpose.**
4. You will still own the IP that you develop and you can allow other parties to use the IP as long as you do not give Confidential Information of the Industry Partner to those parties. For products and services, it is likely that all of the IP you develop, along with the development concept, will be considered confidential by the Industry Partner.
5. If you choose not to licence your IP QUT will help you explore other alternatives (for example, assist you to finding a different project, or alter the project so that the outputs containing confidential information are not provided to the Industry Partner).
6. This document also provides that you must keep any **confidential information** of the Industry Partner confidential (**secret**) until it is released to the public (in other words becomes part of the public domain). You may reference the project on your resume, CV or portfolio, as long as you do not include confidential information of the Industry Partner.
7. This document **allows the Industry Partner to edit and use your work** in any way they like and **does not require the Industry Partner to credit or acknowledge you as creator of the work** you create as part of your WIL project.
8. This Deed Poll is for the benefit of, and enforceable by, the Industry Partner, not QUT.
9. QUT recommends that you take steps to ensure that you understand this document, which may include obtaining independent legal advice, before signing.
10. Options for students to obtain legal advice include:
 - The QUT Student Guild offer a free legal service to students, for more information contact 313 81666;
 - The Queensland Law Society can provide details of lawyers in particular locations or practice areas;
 - Community Legal Centres are independent, non-profit community organisations that provide some free legal services to the public.

If you have any queries about this document or have been asked to sign a different document regarding IP or confidentiality or something inconsistent with these terms please contact your supervisor or your WIL coordinator.

1. Make the decision whether to obtain independent legal advice and sign the Acknowledgement Form accordingly.
2. Insert your personal details in the Schedule at the end of the Deed Poll:

Where specified in the Schedule insert a short description of the project you are involved in, including the following:

The full legal name of the Industry Partner

Project name and description

Student Name and Number
3. **Sign two (2)** originals of the Deed Poll and ask a witness to witness your signature on both at the same time as you sign the Deed. The witness must be an adult and must not be a QUT employee (particularly not your supervisor).
4. Provide one (1) copy of the Deed Poll to the Industry Partner and keep the other copy for your own records.
5. Upload one copy of the signed Deed Poll into In Place, or provide it to your Academic Supervisor or Faculty WIL staff prior to commencing the project. .

I, John Doe

(Print your full name)

a student of the faculty of Science and Engineering Faculty, state the
(Print name of your faculty)

YOU MUST TICK ONE OF THESE BOXES

- ☐ I have obtained independent legal advice prior to signing the WIL Project Student Deed Poll.

OR

- ☐ I have read this Acknowledgment Form and understand that QUT has recommended that I take steps to ensure I understand the WIL Project Student Deed Poll. I have chosen not to obtain independent legal advice. I have signed the WIL Project Student Deed of my own free will.

Signature

Date _____

DEED POLL

GIVEN BY

THE PERSON SPECIFIED AS THE STUDENT IN THE SCHEDULE (**the Student**)

IN FAVOUR OF

THE ORGANISATION SPECIFIED AS THE INDUSTRY PARTNER IN THE SCHEDULE (**Industry Partner**)

Definitions

Background IP means the Intellectual Property Rights in any materials, documents, designs, data, drawings or source code existing at the commencement of this Agreement and made available by the Industry Partner for use in the Project.

Confidential Information means any information made available by the Industry Partner which is by its nature confidential and includes information relating to the Industry Partner's internal management, processes, pricing, customers, intellectual property rights, business or research methods, equipment or techniques (but does not include information which is in the public domain through no fault of the Student).

Industry Partner means the organisation identified as such in the Schedule.

Intellectual Property Rights (IP) includes any and all intellectual and industrial property rights throughout the world however conferred by statute, common law or equity in any jurisdiction including rights in respect of or in connection with:

- (1) copyright (including future copyright and rights of the nature of or analogous to copyright);
- (2) plant varieties;
- (3) inventions (including patents);
- (4) trade secrets and confidential information;
- (5) trademarks, service marks;
- (6) designs, circuit layouts; and
- (7) other results of intellectual activity in the industrial, commercial, scientific or literary or artistic fields, whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extension, but excludes moral rights and performers' reproduction and communication rights.

Project means the project described in the Schedule.

Project IP means the IP in any materials, documents, designs, data, drawings or source code developed by the Student while undertaking the Project.

Student means the person/s identified as such in the Schedule.

1. Confidentiality

- a) The Student must only use the Confidential Information for the purposes of the Project and to complete the requirements of the course and must not use it for any other purpose unless it's with the Industry Partner's written consent or required by law.
- b) The Student must not disclose Confidential Information or the Project IP to anyone except:
 - (i) to QUT staff for the purposes of academic supervision, assessment, review and moderation to meet the requirements of the Student's course.
 - (ii) with the written consent of the Industry Partner; or
 - (iii) where required by law.
- c) The Student acknowledges that this obligation will continue following completion of the Project.

2. Intellectual Property

- a) Ownership of Background IP is not affected by this Agreement.
- b) The Industry Partner grants to the Student a perpetual royalty free, non-exclusive, non-transferable licence to use the Background IP for the purposes of participating in the Project.
- c) Project IP vests in the Student upon its creation.
- d) In consideration of the Industry Partner providing the Student with participation in the Project, the Student grants to the Industry Partner a perpetual royalty-free and fee-free, non-exclusive, transferable licence (including the right to sub-licence) to use the Project IP for any purpose.

3. Moral Rights

- a) The Student acknowledges that use of the Project IP by the Industry Partner and its licensees may infringe the Student's moral rights, and in accordance with Section 195AWA of the Copyright Act 1968 (Cth) the Student consents to the Industry Partner and its licensees and to any persons who are authorised by the Industry Partner or by its licensees to do acts comprised in the copyright in the Project IP which may infringe the Student's:
 - (i) right of attribution of authorship of the Project IP;
 - (ii) right of integrity of authorship of the Project IP;
 - (iii) right against false attribution of authorship of Project IP; and
 - (iv) any other right in relation to the Project IP.

Schedule

Industry Partner	Organisation Name: Queensland University of Technology Address: 2 George Street, Brisbane QLD 4000 ABN:
Project	Project Name: Student Proposed Engineering Project Brief description: Some details here...
Student	Student Name: John Doe Student identification number: 123456789 Student Course: Undergraduate Engineering

EXECUTION as a Deed Poll which is effective when signed by the Student and delivered to the Industry Partner (with a copy to be provided to the QUT Academic Supervisor or relevant Faculty WIL staff).

SIGNED SEALED AND DELIVERED
by the Student in the presence of

Signature of witness

Date

Witness print full name

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)
)

Signature

Date

The witness must be an adult and independent and must not be a QUT employee (particularly not your supervisor) or an employee or representative of the Industry Partner.