



## QUT WORK INTEGRATED LEARNING STUDENT PROJECT AGREEMENT (ASSIGNMENT)

Dear Student,

### WIL PROJECT AGREEMENT FOR STUDENTS INVOLVED IN WORK INTEGRATED LEARNING (WIL) PROJECTS

This document is to be used for a WIL project where you may be doing one of the following:

1. 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.
2. involved in contributing to a creative work that is a manifestation of your creative effort in a material form (such as a script, film, musical composition);
3. contributing to a public good outcome, such as creating a fact sheet for a community legal centre, or an analysis of information that is intended to be put in the public domain and accessed without a fee.

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 Agreement. 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.

It is important to note that intellectual property does not protect an idea or a concept – it is only when an idea is developed into a form of expression ('material form') that it becomes intellectual property. In other words, the law protects the way in which the idea is expressed, rather than the idea itself.

#### What is Joint IP?

The parties may contribute jointly to the creation of intellectual property and so are joint authors, joint inventors or joint creators of the IP. Generally, a joint owner cannot exploit (copy/reproduce) the IP without the consent of the other joint owner/s and may have to account to the other joint owner/s for any profits from doing so.

Joint ownership of IP can be complex and will differ depending on the nature of the IP rights. If you believe you have developed joint IP it is the student's responsibility to negotiate with the other Joint Owner's if they wish to exploit that 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'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.

#### 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 MOPP) 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 license their IP to the industry partner in order for



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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 Agreement, you will be assigning your IP to the Industry Partner. The Industry Partner will own the IP you create while working on the Project with their organisation.

**Where can I learn more? You can learn more by completing the modules [here](#).**



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### 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 license or assign your IP to any other person.
3. If you sign this Agreement you agree to **assign** (that is, transfer ownership of) any IP you create during the WIL Project to the Industry Partner on an ongoing basis, for any purpose.
4. The Industry Partner will own the IP that you develop. You cannot allow other parties to use the IP and you must not give Confidential Information or Personal Information of the Industry Partner to those parties. It is likely that most of the IP you develop - along with the development concept - will be considered confidential information by the Industry Partner. You do not have any right to re-use Personal Information.
5. If you choose not to assign 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 student IP 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 **requires the Industry Partner to reasonably credit** you for your work and **allows the Industry Partner to make reasonable** edits to the IP you create as part of your WIL Project.
8. This Student Placement Agreement is between the Student and 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 offers 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 Centre's are independent, non-profit community organisations that provide some free legal services to the public.

### INSTRUCTIONS ON COMPLETING THIS AGREEMENT

1. Make the decision whether to obtain independent legal advice and sign the Acknowledgement Form accordingly.
2. Insert your personal details in the Schedule.

Where specified, 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. Provide a copy of this Agreement to the Industry Partner and print a copy for your own records.  
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.



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**STUDENT PROJECT AGREEMENT**

**Schedule**

<b>Industry Partner</b>	<b>Organisation Name:</b>
	<b>Supervisor:</b>
	<b>Address:</b>
	<b>ABN:</b>
	<b>Email:</b>
	<b>Phone:</b>
<b>Project Name</b>	
<b>Project Description</b>	
<b>Academic Supervisor</b>	<b>Name:</b>
	<b>Email:</b>
	<b>Phone:</b>
<b>Student</b>	<b>Student Name:</b>
	<b>Student identification number:</b>
	<b>Phone:</b>

**AGREEMENT TERMS**

**PARTIES**

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

**AND**

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

**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 in the nature of or analogous to copyright);
- (2) plant varieties;
- (3) inventions (including patents);
- (4) trade secrets and confidential information;
- (5) trademarks, service marks;



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- (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.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**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.

**Student Project Agreement** means these terms and conditions and includes the Schedule. 4.

### 1. Confidentiality

- a) The Student must only use the Confidential Information (including Personal Information) for the purposes of the Project and to complete the requirements of their 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 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.
- d) The Industry Partner must only use Confidential Information provided by the Student for the purpose of the Project and must not use it for any other purpose unless it's with the Student's written consent or required by law.

### 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 Industry Partner upon its creation.
- d) The Industry Partner grants to the Student a perpetual, royalty-free and fee-free, non-exclusive, non-transferable licence to use the Project IP for the purposes of academic assessment, review and moderation to meet the requirements of the Student's course and promote their professional services including by reference on the students resume or CV.

### 3. Moral Rights

- a) For the benefit of the Industry Partner and their licensees, the Student consents to the Industry Partner and its licensees making reasonable edits to the material that would otherwise amount to an infringement of the Student's moral right of integrity of authorship (as defined in the *Copyright Act 1968* (Cth)).
- b) The Student does NOT consent to an act or omission that would amount to an infringement of the Student's moral right of attribution of authorship or the moral right not to have authorship of a work falsely attributed.

### 4. Agreement Formation

A Student Project Agreement will be formed by:

- a) The Student:
  - (i) Physically or digitally signing a copy of the Agreement and providing it to the Industry Partner; or and
- b) Upon receipt, the Industry Partner:
  - (i) notifying the student or QUT in writing of their acceptance; or
  - (ii) communicating the time and date for the Project to commence; or
  - (iii) communicating the Project Brief to QUT or the Student; or
  - (iv) allowing the Student to commence work on the Project.



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By signing or submitting this form electronically the Student agrees and acknowledges that:

☒ They are entering into a legally binding agreement of their own free will, on the terms and conditions above; and ;

They have:

☐ Obtained independent legal advice prior to submission of the Student Project Agreement; or

☒ They have read the Student Project Agreement and guidance provided by QUT and have chosen not to obtain independent legal advice.

**SIGNED by the Student:**

Papier Wu

Signature

24 / 8 / 21

Date