



Dear Student

## DEED POLL FOR STUDENTS INVOLVED IN VRES

This document is to be used for a VRES project where the outcomes are important to the VRES host organisation. 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 biological process or a process that improves business operations, or research that is of potential competitive value.

QUT hopes that this information sheet will help you to understand issues regarding **intellectual property rights** (IP), **moral rights** and **confidentiality** in the context of VRES projects. QUT requests that you consider these issues before accepting an offer of a VRES project where the host organisation has requested the student sign this Deed Poll, 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 Intellectual Property (IP)?

IP is a set of legally-recognised exclusive rights that a person has over certain creations such as inventions, literary or artistic works, computer code, designs, symbols, names, logos or images. These rights allow a person to use, modify, distribute and deal with those creations as they see fit and to exclude others from doing so without their agreement.

### What are moral rights?

Moral Rights are specific legal rights given to individuals who create material that has copyright, such as documents or images. These rights are:

- the right to be recognised as the author of the work,
- the right not to have someone else falsely claim authorship, and
- the right not to have a work subjected to derogatory treatment.

A creator of material can consent in writing to actions that would otherwise infringe their moral rights i.e. give a moral right consent but moral rights cannot be assigned to someone else.

### What is confidentiality?

Confidentiality is an obligation imposed on a person to keep certain information or materials secret. An obligation of confidentiality usually restricts who you can disclose the information to and what you can use the information for.

### What is assignment of IP?

Assignment of IP refers to a complete transfer (like a sale or a gift) of ownership of the intellectual property rights in something. The new owner then owns the set of exclusive rights and can exercise those rights as they see fit.

### What is a licence of IP?

A licence of intellectual property rights in something means that the owner of the IP has given permission for another person to exercise some or all of those rights. A licence of IP can specify the ways in which the other person is allowed to exercise the IP (e.g. for how long and for what purposes). The person licensing the IP remains the owner of the IP.

### How do these concepts relate to students?

The rights of students in relation to IP produced by QUT students is set out in QUT's Intellectual Property Policy. Under section 7, in the absence of an employment contract or another kind of agreement, students personally own intellectual property rights (IP) that they generate.

QUT encourages students to participate in VRES projects, as part of students obtaining research experience. However for VRES projects that are part of ongoing research, QUT (if QUT is the VRES host organisation) or an external VRES host organisation might ask a QUT student to enter into an agreement to assign or licence their IP to the VRES host organisation in order for the student to participate in the VRES project.

## What happens to my IP if I sign this Deed Poll?

If you sign this VRES Deed Poll, you will be assigning your IP to the VRES host organisation. This will allow the host organisation to do anything they like with your IP which the host organisation will now own.

### IMPORTANT NOTE TO STUDENTS:

1. Under the QUT IP Policy and the law, you personally own the IP in anything 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 Deed Poll you agree to assign (that is, transfer ownership of) of the IP in anything you create during the VRES project to the VRES host organisation on an **ongoing basis, for any purpose**.
4. The VRES host organisation will own the IP that you develop. You cannot allow other parties to use the IP and you must not give confidential information of the VRES host organisation to those parties. For some VRES projects, it is likely that all of the things you develop, along with the development concept, will be considered confidential by the VRES host organisation.
5. If you choose not to assign your IP, QUT encourages you to explore alternatives to VRES projects.
6. This document also provides that you must keep any **confidential information** of the VRES host organisation 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 or CV as long as you do not include the VRES host organisation's confidential information.
7. This document **allows the VRES host organisation to edit and use your work** in any way it likes and **does not require the VRES host organisation to credit or acknowledge you as creator of the work** you create as part of your VRES project.
8. This Deed Poll is for the benefit of, and enforceable by, the VRES host organisation.
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.

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 VRES coordinator.



## INSTRUCTIONS ON COMPLETING THIS DEED POLL

1. Make the decision whether to obtain independent legal advice and sign the Acknowledgement Form accordingly.
2. Insert your name and student number and a short description of the project in the Schedule at the end of the Deed Poll:
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 an employee of QUT or the external host organisation (if applicable).
4. Provide one (1) copy of the Deed Poll to the VRES Coordinator with your acceptance of the VRES Terms and Conditions and keep the other copy for your own records.

## ACKNOWLEDGMENT FORM – VRES DEED POLL

I, Gaurang Aggarwal,  
(Print your full name)  
a student of the faculty of Business & Law, state that:  
(Print name of your faculty)

### **YOU MUST TICK ONE OF THESE BOXES**

☐ I have obtained independent legal advice prior to signing the VRES Deed Poll.

### **OR**

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

**DATED** this 6<sup>th</sup> day of November, 2024\_\_

Gaurang Aggarwal  
**Signature**



## DEED POLL

### GIVEN BY

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

### IN FAVOUR OF

THE PARTY SPECIFIED AS THE VRES HOST ORGANISATION IN THE SCHEDULE (**VRES Host**)

### Definitions

**Background IP** means the Intellectual Property Rights in any materials, documents, files, designs, data, drawings, software code or other things made available by the VRES Host for use in the Project.

**Confidential Information** means any information or data made available by the VRES Host which is by its nature confidential and includes information relating to the VRES Host's internal management, structure, 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).

**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) trade marks, 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, presentations, posters, files, designs, data, drawings, software code or other things developed by the Student while undertaking the Project or completing the requirements of VRES.

**Student** means the person identified as such in the Schedule.

**VRES** means QUT's Vacation Research Experience Scheme.

**VRES Host** means the organisation identified as the VRES Host Organisation in the Schedule.

## 1. CONFIDENTIALITY

- a) The Student undertakes to only use the Confidential Information for the purposes of the Project and to complete the requirements of VRES and must not use it for any other purpose unless it's with the VRES Host's written consent or required by law.
- b) The Student undertakes not to disclose Confidential Information to anyone except:
  - (i) to QUT staff for the purposes of academic supervision and review to meet the requirements of VRES;



- (ii) with the written consent of the VRES Host; or
  - (iii) where required by law.
- c) The Student acknowledges that these obligations of confidentiality will continue following completion of the Project.
- d) For the avoidance of doubt, the above undertakings do not prevent the Student from disclosing that he or she undertook a placement with the VRES Host or describing the skills and experience he or she obtained through the placement, whether in a resume or otherwise.

## **2. INTELLECTUAL PROPERTY**

- a) Ownership of Background IP is not affected by this Deed Poll.
- b) The Student assigns all Project IP to the VRES Host upon its creation. The Student undertakes to sign any further documentation required by the VRES Host to perfect or register the assignment.

## **3. MORAL RIGHTS**

- a) The Student acknowledges that use of the Project IP by the VRES Host 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 VRES Host and its licensees and to any persons who are authorised by the VRES Host 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**

VRES Host	QUT School of Economics and Finance, Dr Steven Bickley & Dr Ho Fai Chan
Project Description	VRES 2024/2025 Project titled, "Unravelling Software Innovation: Insights from GitHub Data"
Student	Gaurang Aggarwal, 11571373

**EXECUTED as a Deed Poll which is effective when signed by the Student and delivered to QUT (the VRES Coordinator).**

SIGNED SEALED AND DELIVERED  
by the Student in the presence of:

)  
)  
)

Signature

Signature of witness

Date:

Witness print full name

Please use a witness who is not an employee of QUT or the external VRES Host Organisation (if applicable) or a QUT student. The witness must be 18 or over.