

Student Intellectual Property and Confidentiality Deed Poll (newly commencing HDR student)

Note: The Legal Services Research Agreements Conditions of Use apply to this document (which can be found here: [Conditions of Use](#)).

Background

- A The Student is a student of **The University of Queensland ABN 63 942 912 684**, a body corporate constituted under the *University of Queensland Act 1998* (Qld) (**UQ**) and the Student is participating in the Project as part of the Program.
- B The Student may also elect to participate in a Placement as part of the Program.
- C The Student has agreed to keep the Confidential Information confidential and assign to UQ all Intellectual Property created or acquired by the Student during enrolment in the Program.

Operative terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Confidential Information	means any information disclosed by UQ to the Student, in any form or medium whatsoever, whether that information was disclosed before, on or after the date of this deed poll, and includes all information relating directly or indirectly to the Project or the operation of UQ.
Excluded Project	means a collaborative research project that is excluded from the operation of this deed, as specified in the Schedule (if any).
Intellectual Property	means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including: <ul style="list-style-type: none"> (a) patent rights, trade mark rights, copyright, plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information and knowhow; (b) any right of registration of, provisional applications for, claim of priority from, continuation of or division of such rights; and (c) all other intellectual property as defined in article 2 of the <i>Convention Establishing the World Intellectual Property Organisation 1967</i> (Cth).
IP Policy	means the intellectual property policy approved by UQ's governing body, as amended or replaced from time to time.
Material	means tangible and physical things or substances, including biological materials, samples and any unmodified derivatives and progeny of that material.
Moral Rights	means moral rights as described in Part IX of the <i>Copyright Act 1968</i> (Cth) and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

Placement	means a vocational placement under the <i>Fair Work Act 2009</i> (Cth) during which the Student attends a third-party facility to gain exposure to a professional workplace.
Placement Intellectual Property	means all Intellectual Property Rights created by the Student in the course of or arising from the conduct of a Placement.
Privacy Laws	Means the <i>Information Privacy Act 2009</i> (Qld) and any similar laws of the jurisdiction where the Project is carried out.
Program	means the Higher Degree by Research (HDR) program of study set out in the Details.
Project	means any collaborative research project which the Student will carry out, or participate in, for or as part of the Program, other than an Excluded Project.
Project Intellectual Property	means all Intellectual Property created in the course of or arising from the Student's conduct of the Project.
Thesis	means the Student's thesis or any other work submitted by the Student for assessment purposes for the award of a research degree.
UQ's Representative	means the Principal Advisor or advisory team as varied by UQ from time to time.

1.2 Interpretation

In this document:

- (a) no rule of construction applies to the disadvantage of the party that drafts this deed poll on the basis that the party suggested the relevant drafting;
- (b) references to a party mean UQ or the Student and references to the parties mean both UQ and the Student; and
- (c) words such as "includes" and "including" do not impose any limitation on the construction of general language that is followed by specific examples.

2 Intellectual property and Material

- (a) The Student may use any Intellectual Property (whether owned by UQ or a third party) and Material which the Student is granted the right to use for a purpose related to the Student's participation in the Project solely to the extent required for conducting the Project and for no other purpose, without the prior written consent of UQ's Representative.
- (b) Subject to clause 4(a), the Student assigns to UQ all right, title and interest in the Project Intellectual Property and Material created or contributed to by the Student in connection with the Project, effective immediately on the date such Project Intellectual Property or Material is created or developed. For clarity, no Intellectual Property or Material created by the Student in the course of carrying out an Excluded Project is assigned to UQ.

- (c) Subject to clause 4(a), the Student assigns to UQ all right, title and interest in the Placement Intellectual Property and Material created or contributed to by the Student in the course of the Placement, effective immediately on the date such Placement Intellectual Property or Material is created or developed.
- (d) The Student agrees UQ may, at any time during or after completion of the Program, by notice to the Student, require the assignment back to the Student of certain Project Intellectual Property assigned to UQ under clause 2(b) (or part of it), and the Student hereby accepts such assignment back.
- (e) The Student must sign all documents and perform all acts as required by UQ to give effect to each assignment contemplated by clause 2(b), 2(c) and 2(c) and record the assignment of the Project Intellectual Property with any relevant intellectual property office.
- (f) The Student irrevocably appoints UQ as the Student's attorney with the power at any time to do everything which, in the attorney's reasonable opinion, is necessary or expedient to enable the exercise of any right of UQ in relation to this deed poll.

3 IP policy

The Student agrees to comply with the IP Policy. To the extent that the terms of this deed poll are inconsistent with the IP Policy, the terms of this deed poll shall prevail.

4 Copyright in theses and publications

- (a) Notwithstanding anything else in this deed poll, the Student retains copyright in:
 - (i) the Student's Thesis; and
 - (ii) any other written work intended for publication of which the Student is the sole author excluding Project Intellectual Property.
- (b) The Student grants to UQ a perpetual, irrevocable, royalty-free, non-exclusive, world-wide licence (including the right to sublicense) to use and reproduce the Student's Thesis for non-commercial educational, teaching and research purposes. This licence is in addition to any rights set out in UQ's policies, rules, or procedures relating to theses, including the IP Policy.

5 Protection of the assessment process

Nothing in this deed poll will prevent the Student's Thesis from being created or assessed in accordance with UQ's rules and procedures relating to assessment. The Student acknowledges that any restrictive rules for theses containing Confidential Information may operate for such assessment.

6 Project Publication

- (a) The Student must not publish, and must not allow to be published, the Student's Thesis or any Project Intellectual Property without the prior written consent of UQ's Representative, as such consent may not be unreasonably withheld.
- (b) If UQ's Representative deems it necessary to impose measures limiting access to the Student's Thesis for the purpose of maintaining the confidentiality of any Confidential Information or Project Intellectual Property, the Student agrees to cooperate with UQ and comply with any such measures.

7 Sharing of Project-derived income

In consideration of the assignment in clause 2(b) and the licence granted in clause 4(b) the Student may be included, along with any other student or any of UQ's employees who participated in the generation of the Project Intellectual Property, in sharing any income that may arise from the commercial exploitation of the Project Intellectual Property in accordance with the IP Policy.

8 Confidential Information and Privacy

8.1 Obligation of confidence and privacy

The Student must:

- (a) keep the Confidential Information confidential;
- (b) not use or copy the Confidential Information for any purpose other than the Student's participation in the Project;
- (c) not disclose the Confidential Information to any third party;
- (d) not use the Confidential Information to the disadvantage of UQ; and
- (e) to the extent that any Confidential Information, data or Intellectual Property received, obtained, created or held by the Student for the purposes of the Project includes any **'personal information'** as that term is defined under Privacy Laws, the Student must:
 - (i) comply with the Privacy Laws;
 - (ii) use the Personal Information only for the purpose of conducting the Project;
 - (iii) not disclose that Personal Information except as expressly authorised by UQ's Representative in writing;
 - (iv) comply with the directions of UQ's Representative in relation to the Personal Information;
 - (v) promptly notify UQ's Representative of any request, complaint or investigation under any of the Privacy Laws in relation to that Personal Information; and
 - (vi) promptly notify UQ's Representative and give full details upon becoming aware or having reason to suspect that an unauthorised disclosure, use, modification or loss of, interference with, or other unauthorised access to, the Personal Information has occurred or is likely to occur.

8.2 Exceptions

The obligations of confidence contemplated by clause 8.1 do not apply to Confidential Information:

- (a) that the Student can show was already known to, in the rightful possession of, or independently developed by the Student in good faith and free of any obligation of confidence;
- (b) that the Student can show is in the public domain otherwise than by a breach of this deed poll or other obligation of confidence;
- (c) that is required to be disclosed under applicable law, but only if the Student has given UQ all available notice to enable UQ to attempt to remove or limit that requirement and only discloses the minimum information required; or
- (d) that the Student has otherwise used or disclosed with the prior written consent of UQ's Representative.

8.3 Confidentiality agreements

- (a) The Student must comply with any terms imposed on UQ by a third party in relation to the use, disclosure and confidentiality of any Confidential Information, personal information or Intellectual Property in relation to the Project as if the Student were a party to those terms.
- (b) If a Student undertakes a Placement, the Student must comply with any terms imposed on UQ by a third party in relation to the use, disclosure and confidentiality of any Confidential Information, personal information or Intellectual Property in relation to the Placement as if the Student were a party to those terms.

8.4 Return of Confidential Information

Upon completion of the Program, or earlier if the Student's participation in the Project comes to an end for any reason, the Student will deliver to UQ's Representative all documents, information and data of any nature in any medium relating to the Project (**Results**), including any Confidential Information, and must not take nor retain any such Results or Confidential Information.

9 Moral rights

- (a) To the extent permitted by law, the Student unconditionally and irrevocably consents to and authorises each of UQ, UQ's licensees and successors in title, and any other person authorised by UQ or by such a licensee or successor in title to:
 - (i) perform any act or omission that would otherwise infringe the Student's Moral Rights in relation to any copyright works forming part of the Project Intellectual Property (or Placement Intellectual Property, in the case of a Placement);
 - (ii) make alterations to or deletions from any copyright works forming part of the Project Intellectual Property (or Placement Intellectual Property, in the case of a Placement); and
 - (iii) fail to attribute authorship of the relevant copyright works forming part of the Project Intellectual Property (or Placement Intellectual Property, in the case of a Placement) to the Student.
- (b) The consents given in this clause do not apply in respect of:
 - (i) the Student's Thesis; or
 - (ii) any other articles for publication authored solely by the Student except for Project Intellectual Property or Placement Intellectual Property.
- (c) The Student acknowledges and agrees that the consent given in this deed poll is genuinely given, and not provided under duress or as a result of any false or misleading statements.

10 Student warranties and authorisations

- (a) The Student warrants that any works created by the Student during the Student's participation in the Project will be the Student's own original work, except for unsubstantial excerpts from other works included with acknowledgment of the original copyright owners.
- (b) The Student warrants that the Student's performance of all of the terms of this deed poll does not and will not breach any obligation to keep confidential any confidential information acquired by the Student prior to the Student's participation in the Project, and agrees not to enter into any agreement (whether written or oral) that conflicts with this deed poll.
- (c) The Student authorises UQ to make the terms of this deed poll and the fact of the Student's obligations under it known to any person, including a future employer of the Student.

11 Review

If the Student is dissatisfied with a decision of UQ's Representative under this deed poll, including the withholding of any consent, the Student may notify the Dean of the Graduate School/ Pro-Vice-Chancellor (Research Training) in writing that the Student requests a review of that decision.

12 Acknowledgement

The Student acknowledges that UQ recommended that the Student review the information provided by UQ and obtain independent legal advice before signing this deed poll. The Student acknowledges that they have had the opportunity to do so.

13 Survival of obligations

The obligations in this deed poll will survive termination of the Student's enrolment at UQ and will not merge on completion of the transactions contemplated by this deed poll.

14 Severability

To the extent that any portion of this deed poll is void or otherwise unenforceable then that portion will be severed and this deed poll will be construed as if the severable portion had never existed.

15 Governing law

This deed poll is governed by and is to be construed in accordance with the laws applicable in Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

ACKNOWLEDGEMENT OF INDEPENDENT LEGAL ADVICE

This deed poll affects your intellectual property and publication rights.

UQ recommends that you familiarise yourself with the information provided by UQ and obtain independent legal advice before signing this deed poll if you wish to do so, to assist you to understand the legal consequences of signing the deed poll and to clarify any queries or concerns you may have about signing.

By signing below, you acknowledge that UQ has recommended that you obtain independent legal advice and you have had the opportunity to do so.

EXECUTION

Executed as a deed poll

SIGNED, SEALED AND DELIVERED by the

STUDENT:

Student _____ in the presence of:

Signature _____ Witness _____

_____ _____
Date (Print Name)

Schedule

STUDENT DETAILS

Student's Name:	Yu-Pei Tseng
Student's Address:	2F., No. 16, Ln. 168, Dahu Shanzhuang St., Neihu Dist., Taipei City, Taiwan (R.O.C.)
Student No:	48443850
Principal Advisor:	Andrew Letten
Program:	School of the Environment
	<i>[Guidance note: not to be changed or completed without prior written approval of UQ]</i>
Excluded Project:	NOT APPLICABLE