

Student IP Deed Poll

For use with PhD, Masters by Research, Masters by Coursework, Honours or Undergraduate students. Executed Deed Polls are to be retained by:

- Adelaide University Graduate Research School (AUGRS) for PhD and Masters by Research students.
- School for Masters by Coursework, Honours and Undergraduate students; or
- Innovation and Commercialisation Services (ICS):
 - Commercialisation Unit for students involved in ICS Commercialisation managed commercial projects; or
 - Research Grants Uni (RGU) for students involved in RGU grant projects.

Details	
Student	Full Name: ID number: Address: Phone: Email:
Project	
Enrolment Type	
Supervisor(s)	
Special Case A or B	<p>Please indicate whether this is a Special Case A and/or B Project:</p> <p><input type="checkbox"/> Special Case A This Project will build upon pre-existing University IP</p> <p>and/or</p> <p><input type="checkbox"/> Special Case B This Project is being carried out for, or in conjunction with, an external third party (e.g., a Co-operative Research Centre, a company, etc.), whether under a separate formal agreement or not.</p>
Effective Date	This Deed Poll is effective from the date the Student commences work on the Project.

As part of the Student's enrolment in a course at the Adelaide University, the Student will participate in a Project that:

- A. builds upon pre-existing Adelaide University Intellectual Property (Special Case A) and/or
- B. is carried out in conjunction with an external third party (Special Case B) and will develop Intellectual Property which the Adelaide University's IP Policy requires to be vested in the University upon its creation (in order to protect interests relating to University's Intellectual Property and/or obligations to any third party). By executing this Deed Poll, the Student confirms their agreement to assign and transfer to the University all their right, title and interest both in law and in equity in and to the Student IP in any country in the world, on the terms and conditions set out in the Schedule – Terms and Conditions.

EXECUTED as Deed Poll at <enter place where signed>

____ Signed, sealed and delivered by the Student

____ Witness Signature.

____ Witness Name

____ Date. Its creation.

____ Principal Supervisor signature

____ Principal Supervisor name (print)

Date:

Schedule: Terms and Conditions

1. DEFINITIONS

1.1. In this Deed Poll, including Covering Page, Schedules and Annexures if any:

1.1.1. Effective Date means the Effective Date specified in the Details..

1.1.2. IP Policy means the University's Intellectual Property Policy current as at the Effective Date.

1.1.3. Intellectual Property includes all rights in relation to inventions, patents, plant breeder's rights, registered or unregistered trademarks and service marks, registered designs, copyrights, database rights, design rights, Confidential Information, know-how, applications for any of the above, and any similar right recognised in any jurisdiction, including all rights of action in relation to the infringement of any of the above.

1.1.4. Moral Rights has the meaning given to that term in Part IX of the Copyright Act 1968 (Cth) and includes:

- a. right of attribution of authorship.
- b. a right not to have authorship falsely attributed; and
- c. a right of integrity of authorship.

1.1.5. Student IP means all Intellectual Property developed or created by the Student in the course of undertaking the Project, excluding all copyright in the Student's Thesis.

1.1.6. Thesis means any work, or subject matter other than a work, prepared by any student enrolled by the University and submitted as part of the requirements for the award of a postgraduate degree at the University

1.1.7. University means Adelaide University (ABN 41 202 953 738), a body corporate established pursuant to the provisions of the Adelaide University Act 2023 (SA) and having its principal office at Level 4, 108 North Terrace, Adelaide, South Australia, Australia 5000.

1.2. Other capitalised terms have the meaning given to them in the Details.

2. ASSIGNMENT

2.1 The Student assigns to the University as from the Effective Date all their right, title and interest in and to:

2.1.1 the Student IP.

2.1.2 all Intellectual Property rights obtainable throughout the world in respect of the Student IP; and

2.1.3 all present and future rights, powers, and immunities arising or to arise from any applications and from any rights granted or to be granted in relation to the Student IP assigned to the University under this Deed Poll including the right to bring legal proceedings and to obtain any relief to which the Student would have been entitled but for this clause in respect of

any infringement of its rights in relation to the Student IP which occur before or after the date of this Deed Poll.

2.2 The Student acknowledges that in accordance with the University's IP Policy he/she will be treated as a member

of staff for the purpose of sharing in any benefits arising from commercialisation of the Student IP.

2.3 The University acknowledges that the Student retains all copyright in their Thesis. The Student grants the University an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt, reproduce and distribute their Thesis (including the right to sub-liscence). The University will respect the Moral Rights of the Student in their Thesis.

3. FURTHER ASSURANCE

3.1 The Student agrees to do all such things and to sign all such documents that may be required to give effect to this Deed Poll and to enable the University to make application for and take appropriate subsequent action in connection with perfecting title of the University to any patent or other form of Intellectual Property protection in any country or group of countries in the world.

3.2 The Student consents to the following acts or omissions by the University in relation to the Moral Rights in the Student IP:

3.2.1 adapting, amending, revising, adding to or making deletions from that Student IP;

3.2.2 combining that Student IP with other Intellectual Property; and

3.2.3 publishing that Student IP with or without the name of the Student identified as an author, except that authorship will not be falsely attributed.

3.3 The Student's consent extends to any such acts or omissions made by any University, licensee or other third party to whom the University grants rights to the Student IP.

3.4 The Student warrants and represents to the University as follows:

3.4.1 it has not encumbered, mortgaged or charged the Student IP in any way, nor is the Student IP subject to any lien.

3.4.2 it is not under any obligation of confidence in relation to the Student IP.

3.4.3 the Student has not granted any licences or other user rights to any person in relation to any rights, title or interest in the Student IP nor to any improvements in the Student IP whether in Australia or elsewhere; and

3.4.4 the Student has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or other rights over the Student's right, title and interest in the Student IP.

4. CERTIFICATES OF TITLE AND OTHER PAPERS

4.1 The Student will deliver or cause to be delivered to the University on request all certificates of title, papers, plans, reports, specifications and similar items in relation to all the rights assigned pursuant to clause 2 of this Deed Poll.

5. STUDENT OBLIGATIONS

5.1 During the period of the Student's involvement in the Project, the Student agrees to carry out diligently such tasks and ancillary work related to the Project as may be requested by the Student's Supervisor(s), in so far as they

are consistent with the Student's higher degree candidature.

5.2 The Student warrants to the University that the Student is not under any obligation to any other person, institution or private company or an agency (whether government or quasi/government) which in any way prevents or restricts the Student from giving the representations and undertakings contained in this Deed Poll.

5.3 All communications, materials and other information produced, supplied to or received by the Student concerning the Project which is disclosed as "Confidential" whether marked "Confidential" or not or which is by its nature intended to be confidential, and any information concerning the business transactions or the commercial arrangements in relation to the Project coming to the knowledge of the Student, as well as the Student IP, shall be kept confidential by the Student unless and until the University and Principal Supervisor agree in writing that it is in the public domain, in which case, to the extent that it is public, this obligation shall cease. In case of uncertainty, the Student shall treat the information and material as "Confidential Information" and publication of any such information and material is not permitted until clearance is obtained in writing from the University. The Student will, if requested by the University, execute a separate confidentiality agreement. The University agrees that nothing in this Deed Poll shall limit the Student's right to have the Student's Thesis examined.

5.4 The Student will not do any act or will not omit to do any act, which in any way might directly or indirectly give rise to a conflict of interest with or be detrimental to the Project.

5.5 The Student will at all times comply with:

5.5.1 the Australian Code for the Responsible Conduct of Research.

5.5.2 where the Student is a PhD or Masters by Research student, the rules and procedures set out in the University's Research Student Handbook.

5.5.3 the **Adelaide University Student Charter**, which includes behaving with honesty and integrity in dealings with University staff and fellow students, complying with all relevant University Statutes relating to students and conducting himself/herself in a professional manner while undertaking a placement, internship or fieldwork, or when representing the **Adelaide University** at conferences, meetings or symposia; and

5.5.4 the relevant terms and conditions of any third-party agreement that the University has executed relating to the Project as advised by the University to the Student in writing.

6. GENERAL PROVISIONS

6.1 This Deed Poll shall be read and construed according to the laws of the State of South Australia and the parties submit to the jurisdiction of the courts of that State.

6.2 This Deed Poll may not be varied except in writing signed by the parties.

6.3 Any waiver by a party in respect of a breach of a provision of this Deed Poll must not be taken to be a waiver unless given in writing and will not constitute a waiver of any other breach. The failure by a party at any time to enforce

a provision of this Deed Poll must not be construed as a waiver by that party of that provision or in any way affect the validity of this Deed Poll or any part of it.

6.4 If any provision of this Deed Poll is held by a court of competent jurisdiction to be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.