**INTELLECTUAL PROPERTY DEED for GENERAL FUNDED RESEARCH**

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| **ECU** | **EDITH COWAN UNIVERSITY** (ABN 54 361 485 361) a body corporate established under the *Edith Cowan University Act 1984* (WA), of 270 Joondalup Drive, Joondalup, Perth, Western Australia 6027(**“ECU”**) |
| **Staff Member** | Name: |
| **Staff Number** |  |

**THIS DEED** is made between ECU and the Staff Member.

# BACKGROUND

1. The Staff Member wishes to participate in ECU’s Funded Research Projects.
2. ECU’s Funded Research Projects come with terms and conditions which require ECU to assign or licence Project Intellectual Property to the funding body. To do this, ECU needs to ensure that it obtains an assignment of Project Intellectual Property from each ECU researcher participating in the Funded Research Projects so that it can complete the transaction of assigning or licencing Project Intellectual Property to the relevant funding bodies.
3. The parties agree that the terms and conditions of the assignment of the Staff Member’s Project Intellectual Property to ECU are set out in this Deed.

## It IS Agreed

## DEFINITIONS

In this Deed:

**“Funded Research Projects”** means research projects for which ECU receives external funding, either cash or in-kind.

“**Intellectual Property**” includes all present and future rights conferred by statute, common law or equity in any jurisdiction in or in relation to copyright, designs, patents, circuit layouts, plant variety rights, inventions, know-how, trademarks, trade secrets and applications for any of the foregoing and confidential information, and other results of intellectual activity in the industrial, commercial, scientific or literary or artistic fields.

“**Project Intellectual Property**” means all Intellectual Property created or acquired in the course of a Funded Research Project.

**“Scholarly Works”** has the definition used in ECU’s Intellectual Property Policy, as amended from time to time.

**“Staff Member”** means the person identified as such in the preceding table.

## INTELLECTUAL PROPERTY

### Subject to clause 2. 2, the Staff Member hereby assigns to ECU all rights, title and interest in Project Intellectual Property created or contributed to by the Staff Member in the course of participating in ECU’s Funded Research Projects.

### The assignment of Project Intellectual Property in clause 2.1 excludes copyright in the Staff Member’s Scholarly Works that are created or contributed to by the Staff Member in the course of participating in ECU’s Funded Research Projects.

### The Staff Member agrees to execute any document and to do all things that may be necessary to give effect to the assignment in this clause 2.

## sharing of income

### In consideration of the assignment in clause 2, the Staff Member is entitled to share any proceeds arising from ECU’s commercial exploitation of the Project Intellectual Property in accordance with ECU’s Intellectual Property Policy.

### The Staff Member acknowledges that this Deed does not impose an obligation on ECU to commercialise the Project Intellectual Property.

## authority

### The Staff Member authorises ECU to make the Staff Member’s obligations under this Deed known to any person, including a future employer of the Staff Member.

## independent advice

### The Staff Member acknowledges that he or she has read and understands this Deed and has the right and opportunity to take independent advice about the terms of the Deed before signature.

## SURVIVAL of obligations

The obligations in this Deed will survive termination of the Staff Member’s employment at ECU.

## Governing law

This Deed is governed by and is to be construed in accordance with the laws applicable in Western Australia.

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| **EXECUTED** as a Deed:   |  |  | | --- | --- | | Staff Member signature:  Full name (print): | Signed for and on behalf of Edith Cowan University by the Director, Research Services:  Full name (print): | | Witness signature:  Witness Name (print): | Witness Signature:  Witness Name (print): | | Date: | Date: | |