**STUDENT INTELLECTUAL PROPERTY AND CONFIDENTIALITY DEED**

**Schedule**

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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”**) | |
| **Student Name** |  | |
| **Student Number** |  | |
| **ECU Representative** | [insert name of Student’s supervisor on the Project] | |
| **Project Title** |  | |
| **Funding Body** |  | |
| **Legal Advice** | I acknowledge that I have read and understood this Deed and have been given the opportunity to take independent legal advice prior to signing. I sign this Deed voluntarily and without any duress from any person. | **YES / NO** |

**THIS DEED** is made between ECU and the Student.

# BACKGROUND

1. The Student is a student of ECU and wishes to participate in the Project.
2. The Student understands the funding agreement for the Project requires ECU to own or grant intellectual property rights created in the course of the Project to the Funding Body.
3. The Student has agreed on the terms and conditions of this Deed to:

#### keep the Confidential Information confidential; and

#### assign to ECU all Project IP created by the Student during their participation in the Project.

## It IS Agreed

## 1 DEFINITIONS

In this Deed:

“**Attorney**” means any attorney appointed under this document and any person who by delegation directly or indirectly derives a right from an Attorney;

“**Confidential Information**” means all information or data that is related directly or indirectly to the Project or that is disclosed to the Student or obtained by the Student for the purposes of the Project before, on or after the Effective Date of the Deed but excludes information which is: relating to the operations, business, research and technology of

(a) is publicly available or subsequently becomes publicly available other than by breach of this Deed by the Student; or

(b) is received by the Student from an independent third party who is lawfully in possession and has the power and authority to disclose the information;

“**ECU Representative**” means the person identified as such in the Schedule.

**“Effective Date”** means the date this Deed is signed by the Student.

**“Funding Body”** means the organisation identified as such in the Schedule.

“**Intellectual Property**” means all present and future rights resulting from intellectual activity, whether capable of protection by statute, common law or in equity, including all rights in relation to copyright, designs, discoveries, inventions, know-how, patents, registered and unregistered trademarks, trade secrets, circuit layouts and plant varieties, and all rights and interests of a similar nature, together with any documentation or application relating to such rights and interests, but excluding moral rights as conferred by the Copyright Act 1968;

“**Project**” means the research project described in the Schedule.

“**Project IP**” means all Intellectual Property created or acquired in the course of the Project;

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

“**Thesis**” means the Student’s thesis or any other work required for assessment purposes, relating to the Student’s participation in the Project.

## intellectual property

### Subject to clause 4.1, in consideration of ECU granting permission for the Student to participate in the Project, the Student hereby assigns to ECU all rights, title and interest in the Project IP created or contributed to by the Student before, on or after the Effective Date.

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

### The Student hereby severally and irrevocably appoints ECU and the Vice Chancellor of ECU or the Vice-Chancellor’s delegated representative as their attorney to execute all instruments and do all things in their name for the purpose of giving full effect to the provisions of this Deed. The Vice-Chancellor or the Vice Chancellor’s delegate may exercise such power even if ECU benefits from that exercise.

### The Student agrees to promptly notify ECU of any Project IP that may have potential commercial value, within a reasonable time, if and when the Student becomes aware of such Project IP.

## Intellectual Property policy

### The Student agrees to act in accordance with ECU’s Intellectual Property Policy, the terms of which are incorporated by reference into this Deed.

### To the extent that the terms of this Deed are inconsistent with ECU’s Intellectual Property Policy the terms of this Deed prevail.

## copyright in theses and publications

### Notwithstanding anything else in this Deed, the Student retains copyright in their Thesis and in any other articles for publication authored solely by the Student.

### The Student grants a perpetual, irrevocable, worldwide, fee-free, royalty-free, non-exclusive licence, including a right to sub-licence, to ECU to allow ECU to use and reproduce the Student’s Thesis for teaching, research and commercialisation purposes. This licence is in addition to any rights set out in ECU’s policies, Rules, or procedures relating to theses.

## protection of the assessment process

### Nothing in this Deed will prevent the Student’s Thesis from being created or assessed in accordance with ECU’s rules and procedures relating to assessment.

### The Student acknowledges that any restrictive rules for theses containing Confidential Information may operate for such assessment.

## Publication

### The Student must not publish or disclose to third parties, and must not allow to be published, the Student’s Thesis or any Project IP without the prior written consent of ECU’s Representative, which consent may not be unreasonably withheld.

### If ECU’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 IP, the Student agrees to cooperate with ECU in that regard and to comply with any such measures.

## sharing of income

### The Student is entitled to share of the proceeds arising from ECU’s commercial exploitation of the Project IP in accordance with ECU’s Intellectual Property Policy.

## confidential information

### The Student must not disclose, or allow to be disclosed, any Confidential Information to any person except with the prior written consent of ECU’s Representative.

### The Student agrees not to use any Confidential Information (whether owned by ECU or a third party) for any purpose other than the Student’s participation in the Project except with the prior written consent of ECU’s Representative.

### The Student agrees not to use any Intellectual Property (whether owned by ECU or a third party) which the Student is granted the right to use for a purpose related to the Student’s participation in the Project for any other purpose, without the prior written consent of ECU’s Representative.

### If the Student’s participation in the Project comes to an end for any reason, the Student will deliver to ECU’s Representative, all documents and data of any nature relating to the Project including any Confidential Information and must not take nor retain any documents, disks or data in any form containing or relating to any Confidential Information.

### Notwithstanding clauses 8.1 to 8.4, the Student may disclose Confidential Information if required to do so by law but, if possible, must inform ECU first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested by ECU.

## student warranty

### The Student warrants to ECU that to the best of the Student’s knowledge, the Project IP created before, on or after the Effective Date by the Student does not infringe the rights of any person.

## authority

The Student authorises ECU to make the terms of this Deed and the fact of the Student’s obligations under it known to any person, including a future employer of the Student or industry partner.

## independent advice

### The Student acknowledges that they have read and understood this Deed, and has the right to take independent advice about the terms of the Deed before signature.

## SURVIVAL of obligations

The obligations in this Deed will survive termination or conclusion of the Student’s enrolment at ECU.

## Governing law

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

**EXECUTED** as a Deed:

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| **SIGNED** by the **Student** in the presence of: | )  ) |  | |
| ..............................................................……..  Signature of Student  ..............................................................……..  Name of Student (print)  …………………………………………………..  Date |  | ………………………………………………  Signature of Witness  ………………………………………………  Name of Witness (print) | |

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| --- | --- | --- |
| **SIGNED** for and on behalf of **EDITH COWAN UNIVERSITY** in the presence of: | )  ) |  |
| ..............................................................……..  Signature of Staff Member  ..............................................................……..  Full Name (print)  **Director, Research Services**  Position  …………………………………………………..  Date |  | ………………………………………………  Signature of Witness  ………………………………………………  Name of Witness (print) |