**INTELLECTUAL PROPERTY DEED for a SPECIFIC RESEARCH PROJECT**

**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”**) |
| **Staff Member** | Name: |
| **Staff Number** |  |
| **Project Title**  **(“Project”)** |  |
| **Funding Body** |  |
| **Intellectual Property and Moral Rights (select those which apply)** | Clause 3 (Staff Member’s assignment to ECU includes Scholarly Works)  Clause 4 (Staff Member’s assignment to ECU does not include Scholarly Works)  Clause 5.2 (Staff Member must waive Moral Rights) |

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

# BACKGROUND

1. The Staff Member wishes to participate in the research Project for which ECU is to receive funding.
2. ECU has identified that an assignment of Project Intellectual Property is required from the Staff Member to ECU for the purpose of clarifying and confirming the ownership of Project Intellectual Property for this specific research project.
3. The parties agree that the terms and conditions of the Staff Member’s assignment of Project Intellectual Property to ECU are set out in this Deed.

## It IS Agreed

## DEFINITIONS

In this Deed, **“Funding Body”**, **“Project”** and **“Staff Member”** are as defined in the preceding table, and:

“**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, trade marks, 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.

**“Moral Rights”** means: (i) the right of integrity of authorship; (ii) the right of attribution of authorship; and (iii) the right not to have authorship falsely attributed, as conferred by the *Copyright Act 1968* (Cth).

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

**“Schedule”** means the schedule presented as a table at the beginning of this .

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

## INTELLECTUAL PROPERTY

### The ownership model for the Staff Member’s Intellectual Property is the model contained in either, by only one of, clause 3 or 4, as set out in the Schedule.

### The Staff Member agrees to execute any document and to do all things that may be necessary to give effect to the assignment in either clause 3 or 4.

## INTELLECTUAL PROPERTY – Staff Member assigns scholarly works

### The Staff Member hereby assigns to ECU all rights, title and interest in Project Intellectual Property that has been or will be created or contributed to by the Staff Member in the course of participating in the Project.

### The Staff Member agrees that the assignment in clause 3.1 includes an assignment of copyright in the Staff Member’s Scholarly Works that are created or contributed to by the Staff Member in the course of participating in the Project.

## INTELLECTUAL PROPERTY – Staff Member retains ownership of scholarly works

### Subject to clause 4.2, the Staff Member hereby assigns to ECU all rights, title and interest in Project Intellectual Property that has been or will be created or contributed to by the Staff Member in the course of participating in the Project.

### The assignment of Project Intellectual Property in clause 4.1 excludes copyright in the Staff Member’s Scholarly Works.

## MORAL RIGHTS

### The following clause 5.2 is only applicable where the Staff Member is required to waive Moral Rights, as indicated in the Schedule.

### Subject to clause 5.1, I acknowledge that I may have Moral Rights which subsist in the Project Intellectual Property and I consent, unconditionally and irrevocably, to any and all acts or omissions of the Funding Body by way of:

#### use, reproduction, adaptation or exploitation of all or any part of the Project Intellectual Property with or without attribution of authorship; and

#### supplementing the Project Intellectual Property with any other material,

but I do not consent to false attribution of authorship.

## sharing of income

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

## 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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| E**XECUTED** as a Deed: |
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| 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: |