

## ANNEXURE A

[There are two options for the Student Deed, based on the university's arrangements for student IP under its statutes and policies. If the student owns his or her IP under the statute and must assign it to the University, use the first option. For universities where the IP is owned by the University (for example, where the University owns student IP done under a specified agreement) and so no assignment is required, use the second option.]

### FOR STUDENTS FROM UNIVERSITIES WHERE STUDENTS OWN IP UNDER THE UNIVERSITY'S STATUTE

#### STUDENT DEED POLL

THIS DEED POLL is made on the [ ] day of [ ] 20[ ] by

Name	[insert]	(You or Your)
Address	[insert]	
Phone	[insert]	
University	[insert]	
Industry Partner	[insert]	

#### BACKGROUND

- A. As part of the AMSI program, the University has made arrangements for You to attend a placement at the Industry Partner to gain practical training, experience and skills within a workplace relating to Your area of study.
- B. To facilitate this placement, the University, the Industry Partner and AMSI (through the University of Melbourne) have entered into an agreement which sets out each party's obligations in relation to the internship (the **APR Intern Agreement**).
- C. During the course of the placement, You may create or contribute to the creation of Intellectual Property, including copyright in Your Assessment Materials.
- D. Under the APR Intern Agreement, the University has agreed to assign all Intellectual Property created by You during the course of Your placement, other than the copyright in Your Assessment Materials, to the Industry Partner.
- E. You will own the copyright in Your Assessment Materials. The University will own all other Intellectual Property created by You during the course of the placement.
- F. This Deed sets out the terms on which You assign all Intellectual Property created by You during the course of the placement (other than copyright in Your Assessment Materials) to the University.

#### OPERATIVE PART

You agree:

##### 1. DEFINITIONS

In this Deed:

**APR Intern Agreement** means the agreement entered into by the University, AMSI and the Industry Partner in respect of Your placement.

**Assessment Materials** means all written material created by You in respect of the placement for the purposes of Your assessment or reporting obligations to the University and includes any thesis which You are permitted or required to submit to the University to fulfill the University's requirements for the degree in which You are enrolled.

**Assignment** means assignment of the Placement Intellectual Property granted in this Deed.

**Confidential Information** means:

- a) all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Industry Partner or the University which the Industry Partner or the University regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential; and
- b) all copies, notes and records and all related information generated by You to the extent incorporated or derived from anything referred to in (a) above.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- c) available to the public at the date of its disclosure to You; other than through Your fault;
- d) at the date of its disclosure to You, already properly in Your possession in written form otherwise than by prior confidential disclosure from the Industry Partner or the University;
- e) after the date of its disclosure to You, available to the public from sources other than You;
- f) after the date of its disclosure to You, properly available to You from a third party having no obligation of confidentiality to the Industry Partner or the University; or
- g) required to be disclosed under law.

**Deed** means this Student Assignment and Confidential Information Deed Poll.

**Effective Date** means the date affixed at the top of the first page of this Deed.

**Industry Partner** means the organisation You attend for the purposes of a placement as provided for in the APR Intern Agreement.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

**Placement Intellectual Property** means all Intellectual Property created by You during the course of the placement, other than copyright in Your Assessment Materials.

## 2. ASSIGNMENT



## ANNEXURE A

**[FOR UNIVERSITIES WHERE THE UNIVERSITY OWNS THE STUDENT IP UNDER ITS STATUTE]**

### STUDENT DEED POLL

THIS DEED POLL is made on the [ ] day of [ ] 20[ ] by

Name	[insert]	(You or Your)
Address	[insert]	
Phone	[insert]	
University	[insert]	
Industry Partner	[insert]	

### BACKGROUND

- A. As part of the AMSI program, the University has made arrangements for You to attend a placement at the Industry Partner to gain practical training, experience and skills within a workplace relating to Your area of study.
- B. To facilitate this placement, the University, the Industry Partner and AMSI (through the University of Melbourne) have entered into an agreement which sets out each party's obligations in relation to the internship (the **APR Intern Agreement**).
- C. During the course of the placement, You may create or contribute to the creation of Intellectual Property, including copyright in Your Assessment Materials.
- D. Under the APR Intern Agreement, the University has agreed to assign all Intellectual Property created by You during the course of Your placement, other than the copyright in Your Assessment Materials, to the Industry Partner.
- E. You will own the copyright in Your Assessment Materials. The University will own all other Intellectual Property created by You during the course of the placement.
- F. This Deed sets out the terms on which You confirm the assignment all Intellectual Property created by You during the course of the placement (other than copyright in Your Assessment Materials) to the University.

### OPERATIVE PART

In consideration of, among other things, the promises contained in this Deed, You agree:

#### 1. DEFINITIONS

In this Deed:

**APR Intern Agreement** means the agreement entered into by the University, AMSI and the Industry Partner in respect of Your placement.

**Assessment Materials** means all written material created by You in respect of the placement for the purposes of Your assessment or reporting obligations to the University and includes any

thesis which You are permitted or required to submit to the University to fulfill the University's requirements for the degree in which You are enrolled.

**Assignment** means assignment of the Placement Intellectual Property confirmed in this Deed.

**Confidential Information** means:

- h) all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Industry Partner or the University which the Industry Partner or the University regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential; and
- i) all copies, notes and records and all related information generated by You to the extent incorporated or derived from anything referred to in (a) above.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- j) available to the public at the date of its disclosure to You; other than through Your fault;
- k) at the date of its disclosure to You, already properly in Your possession in written form otherwise than by prior confidential disclosure from the Industry Partner or the University;
- l) after the date of its disclosure to You, available to the public from sources other than You;
- m) after the date of its disclosure to You, properly available to You from a third party having no obligation of confidentiality to the Industry Partner or the University; or
- n) required to be disclosed under law.

**Deed** means this Student Assignment and Confidential Information Deed Poll.

**Effective Date** means the date affixed at the top of the first page of this Deed.

**Industry Partner** means the organisation You attend for the purposes of a placement as provided for in the APR Intern Agreement.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

**Placement Intellectual Property** means all Intellectual Property created by You during the course of the placement, other than copyright in Your Assessment Materials.

**University Statutes and Policies** means the University statute (or statutes) and the University policies regarding Intellectual Property in force at the relevant time.

## 2. ACKNOWLEDGEMENT

2.1 You acknowledge and agree that on and from the date on which the Placement Intellectual Property was or is created, the right, title and interest in the Placement Intellectual Property vests in the University pursuant to the University Statutes and Policies.

2.2 You acknowledge that the University will assign the Placement Intellectual Property to the Industry Partner under the APR Intern Agreement.

**3. CONFIDENTIAL INFORMATION**

3.1 You acknowledge and agree that You must:

- (a) keep all Confidential Information confidential;
- (b) not use Confidential Information in any way which would be harmful to the best interests of the Industry Partner or the University; and
- (c) not use any Confidential Information in any way other than for the purposes of your placement at the Industry Partner or preparation of your Assessment Materials without the prior written permission of the Industry Partner and the University.

3.2 You agree upon the written request of the Industry Partner or the University to return to the Industry Partner or the University any documents originating from the Industry Partner or the University which embody Confidential Information and acknowledge that you must not keep any copies in any form.

**4. FURTHER ACTION**

You must, at the University's cost, do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the Assignment.

**EXECUTED AS A DEED POLL**

SIGNED SEALED AND DELIVERED BY \_\_\_\_\_ )

<insert name of student> \_\_\_\_\_ )

.....  
Signature of (student)

.....  
Signature of Witness

.....  
Print Name of Witness