

**DKCRC STUDENT INTELLECTUAL PROPERTY ASSIGNMENT AND
CONFIDENTIALITY AGREEMENT**

INFORMATION SHEET - PLEASE READ CAREFULLY

All students enrolled at the University of Adelaide who are recipients of research scholarships awarded by the Desert Knowledge CRC to recipients must enter into *Student Intellectual Property Assignment and Confidentiality* with the University prior to commencing his/her research in accordance with the provisions of the University's Agreement with the CRC. This agreement replaces the University's standard *Student Project Participation Agreement* for these students: you will note that it makes specific reference to Indigenous Intellectual Property and the CRC's Indigenous IP Protocol.

This agreement must be completed *in triplicate*, signed by the student, witnessed and submitted to:

Adelaide Graduate Centre, Level 6, 115 Grenfell Street
University of Adelaide SA 5005.

PLEASE DO NOT COMPLETE THE UNIVERSITY SECTION.

This section will be completed by the Graduate Centre. After the appropriate endorsement, the original agreement will be retained for the student file, a copy will be forwarded to the student and the other forwarded to the School/department for record purposes.

WARNING: THIS FORM MUST BE RETURNED PRIOR TO COMMENCING ANY PROJECT

For legal reasons, photocopies or incomplete forms
cannot be accepted.

N.B. If the student/supervisor(s) has/have already signed any agreement relating to intellectual property, the supervisor(s) should discuss the situation with legal advisors at Adelaide Research and Innovation Pty Ltd prior to the student signing this document. The student will be advised to seek independent legal advice.

THE UNIVERSITY OF ADELAIDE

STUDENT INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY
AGREEMENT

BETWEEN: THE UNIVERSITY OF ADELAIDE ABN 61 249 878 937 a body corporate established under the *University of Adelaide Act 1971 (SA)* of North Terrace, Adelaide, South Australia ("University")

AND: _____ of _____
(Name of Student) (Address of Student)

WHEREAS:

- A. The University has identified the research project entitled _____ as suitable for a postgraduate project.
- B. The Student has been selected by the Desert Knowledge Cooperative Research Centre ("Centre") as the recipient of a scholarship to participate in the Research Project as part of the Student's postgraduate research higher degree and the University has entered into an agreement to manage and administer the Scholarship Funds on certain terms and conditions consistent with this Agreement.
- C. It is necessary to maintain a level of confidentiality and a consistent approach to intellectual property rights within the Centre which respects the integrity of the research and which allows interaction with industry in accordance with accepted industry procedures to facilitate the uptake of assurance techniques in a manner that enhances the Centre's research profile.
- D. It is in the interests of the University, its students and the Centre to have in place an acknowledgement of obligations and an agreed set of procedures designed to maintain the necessary level of confidentiality and to set out the intellectual property rights of those involved in the Centre's Activities.
- E. The University and the Student agree that as a condition of the scholarship support of, and access by the Student to the Activities of the Centre the following terms apply in relation to confidentiality and the Intellectual Property arising from the Activities in which the Student participates.

THE TERMS OF THE AGREEMENT

1. DEFINITIONS

"Activities" means all of the activities carried out by or on behalf of or under the auspices of the Centre;

"Background Intellectual Property" means pre-existing or independently developed Intellectual Property, including Confidential Information, introduced to the Project by a party.

"Confidential Information" means all trade secrets, know-how, financial and other commercially valuable information and any other information designated as confidential but excludes the interpretation, analysis and application of general information in the public domain.

"Indigenous" means descendent of an indigenous inhabitant of Australia and includes a Torres Strait Islander;

"Indigenous Intellectual Property" means all rights based on the possession of indigenous Knowledge or skills, regardless of whether the Knowledge or skills are confidential;

"Indigenous IP Protocol" means a protocol for dealing with Indigenous Intellectual Property developed and approved by the CRC board in response to proposals from Indigenous stakeholders;

"Intellectual Property" includes but is not limited to all inventions, discoveries, innovations, technical information and data, prototypes, processes, methodologies, improvements, patent rights, circuitry, computer programs, drawings, plans, specifications, copyright, trade mark rights, design rights, plant variety rights, Confidential Information and other rights of an exclusive nature.

"Knowledge" includes both scientific conception of knowledge whereby such knowledge can either be in the public domain or Confidential Information and the indigenous conception of knowledge whereby knowledge can either be in the public domain or secret and sacred in which case it is held by a collective of individuals who according to indigenous law are by right and by attainment deemed appropriate by that collective to hold that knowledge;

"Research Project" means all research and technical work undertaken by the Student, including but not limited to, research work in the course of studying for a degree at the University.

"Results of the Research Project" means all results and outcomes arising from the Research Project.

"Scholarship Funds" means the money paid to the Student as the scholarship from the Centre including the stipend and any other additional items the Centre funds for the purpose of the Research Project.

“Supervisor” means the University employee that is designated as the Student’s principal supervisor for the purpose of carrying out the Research Project.

2. SCHOLARSHIP

- 2.1 The University will pay to the Student the Scholarship Funds in accordance with usual University administrative procedures from the time the Student commences the Research Project.
- 2.2 The Student must abide by the Centre’s Scholarship Conditions.
- 2.3 If the Student fails to abide by the Centre’s Scholarship Conditions or breaches this Agreement the University may terminate or suspend payment of the Scholarship Funds.

3. INTELLECTUAL PROPERTY

- 3.1 The Parties agree that Background Intellectual Property remains vested in the party which brings it to the Research Project.
- 3.2 Indigenous Intellectual Property that is made available to the Student as Background Intellectual Property for the Research Project may only be used by the Student in accordance with the Indigenous IP Protocol. Indigenous Intellectual Property that is generated as a result of the research may only be used by the Student in accordance with the Indigenous IP Protocol.
- 3.3 The Student, in consideration of the payment of the Scholarship Funds, hereby assigns to the University, with the exception of the copyright rights retained pursuant to clause 4.1, all Intellectual Property in the Results of the Research Project.
- 3.4 The Student agrees to actively cooperate if required in the taking of any steps, including the signing of documentation, to give effect to the assignment of these Intellectual Property rights and to this effect the Student appoints the Deputy Vice-Chancellor (Research) or equivalent of the University to be the Student’s attorney and to take such action as is necessary to give effect to the rights, title and interests conferred upon the University under this Agreement. The power of attorney given to the Deputy Vice-Chancellor (Research) or equivalent is made pursuant to section 5 of the *Power of Attorneys and Agency Act 1984* and begins immediately and gives the attorney the power to do, on the Student’s behalf, anything that the Student could lawfully do by an attorney (other than a personal/health matter) subject to the terms of this clause.
- 3.5 The Student must not take steps to obtain registered Intellectual Property protection over all or any part of the Results of the Research Project without the prior written consent of the Board of the CRC.

4. STUDENT'S RETENTION OF COPYRIGHT IN THE THESIS

4.1 Notwithstanding anything else in this agreement the Student shall retain copyright in the Student's thesis and other articles for publication authored by the Student.

4.2 The Student grants a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free licence (including the right to sublicense) to the University to use, reproduce and adapt the Student's thesis for research, education and training purposes and any other purposes associated with the Activities. This licence is in addition to any rights set out in the University rules.

5. PROTECTION OF THE EXAMINATION PROCESS

5.1 Nothing in this agreement will prevent the Student's thesis or other work from being produced and assessed in accordance with the University's normal rules and procedures provided that the University may require and arrange for the thesis to be examined under conditions of confidentiality.

6. CONFIDENTIALITY OF INFORMATION

6.1 All Confidential Information and Intellectual Property relating to the Research Project, Activities or other operations of the Centre or the University or which is proprietary to any third party and which comes to the knowledge of the Student during the Student's involvement in the Research Project must be kept confidential by the Student unless:

(a) subject to clause 8, written consent to release is first obtained from the owner of the Intellectual Property; or

(b) such information is at the time of receipt by the Student already in the public domain; or

(c) such information subsequently lawfully comes into the public domain.

7. USE OF CONFIDENTIAL INFORMATION

7.1 All Confidential Information and Intellectual Property proprietary to the Centre or the University or in the possession of the Centre or the University under an obligation of confidentiality to a third party to which the Student has access or which comes into the possession of the Student must be used by the Student only for the purpose of carrying out the Research Project.

7.2 An obligation of confidentiality owed to a third party by the University or the Centre must always be observed by the Student in accordance with the terms and conditions agreed with the third party.

8. PUBLICATION

8.1 Subject to clause 8.2, the Student must obtain the approval of the chief executive officer of the Centre prior to any publication by the Student of the Results of the Research Project.

8.2 Any restrictions on the right of the Student to publish his or her thesis will only be such as are reasonable to protect the Background Intellectual Property, Indigenous Intellectual Property and Intellectual Property relating to the Research Project, Activities or other operations of the Centre or the University and any other relevant Confidential Information, it being also acknowledged that such restrictions must be consistent with any regulations (as they exist from time to time) concerning higher degree theses imposed by the University.

9. **SURVIVAL OF OBLIGATIONS**

9.1 The obligations in this agreement will survive the expiration or termination of the Students enrolment at the University and involvement in the Activities.

SIGNED on behalf of)
UNIVERSITY OF ADELAIDE)
by its duly authorised officer)
)
_____)
)
[Name of Officer])
)

in the presence of)
_____)
 [Witness])
_____)
 [Date])

SIGNED)
by the Student)
_____)
)
)
)

in the presence of)
_____)
 [Witness])
_____)
 [Date])

I _____ (Signature of Principal Supervisor) Principal Supervisor of the Student acknowledge that I have read and understand the terms of this Agreement.