

## Faculty of Engineering Vertically Integrated Projects (VIP)

### Student Intellectual Property and Confidentiality Deed Poll

#### What is Intellectual Property (IP)?

IP includes a range of intangible property that is the outcome of creative and intellectual endeavours. This includes copyright, trade marks, patents, designs, circuit layouts, and plant breeder's rights. For more information about the types of IP please see the IP Australia website: <https://www.ipaustralia.gov.au/> and the Arts Law website <https://www.artslaw.com.au/info-hub/>.

#### How is IP managed at UNSW?

The management of IP is governed by the *Intellectual Property Policy* at UNSW, which can be accessed here: <https://www.gs.unsw.edu.au/policy/documents/ippolicy.pdf>. In most cases students who generate IP for the purpose of coursework studies at UNSW will own that IP. However, in some cases, UNSW will ask students to assign or license some or all of their IP to UNSW or to a third party before commencing a specified coursework activity.

#### Who owns the IP that is generated during a VIP?

The VIP Courses are a unique offering that enables students to gain experience by contributing to a project that is led by a Faculty of Engineering academic researcher, and that may also involve a third-party industry partner. Students will collaborate in a team with other students, the academic researcher, and, where relevant, the third-party industry partner to generate ideas and solutions.

In some projects, the work undertaken may give rise to intellectual property that is suitable for commercialisation. For those projects, it will be a condition of enrolling in the Course that students assign the intellectual property they create in the course of the project to UNSW prior to commencing the VIP project because the IP generated could:

- relate to, or be a component of, a larger project that is led by the academic researcher, which might also involve a third-party industry partner;
- draw on, or be based on, the background IP that is owned by the academic researcher, UNSW, and/or the third-party industry partner;
- involve, or be co-created by, other students, UNSW staff, or third-party industry partner staff;
- utilise, or rely on, confidential and/or private data and/or information; or
- benefit from, or be enabled by, funding, equipment, facilities, and/or expertise provided by UNSW and/or the third-party industry partner.

#### What happens when a student assigns IP to UNSW?

The assignment of IP enables UNSW to ensure the IP is protected and, where appropriate, commercialised. This might include lodging an application for design registration, trade mark(s) and/or patent(s) as well as negotiating with the third party industry partner, and other third parties such as potential investors. In order to assign IP to UNSW, the student will be asked to complete a Student IP and Confidentiality Deed Poll, which is a legally binding document. UNSW encourages students to always seek independent legal advice to enable a fully informed decision about whether to assign their IP. Legal advice can be obtained through the ARC Student Legal Service as well as other legal services providers. If a student assigns their IP to UNSW, the student will receive consideration and other rights commensurate with those that a UNSW staff member would otherwise have under the UNSW Intellectual Property Policy.

#### Why is it an IP and Confidentiality Deed Poll?

In some instances, information shared by UNSW or the third-party industry partner with the student is confidential due to its commercial potential. Further, if IP is generated during the project and information about that IP is disclosed beyond the project team, it can risk the ability to seek protection and/or to commercialise that IP.

## IP AND CONFIDENTIALITY DEED POLL

STUDENT			
<b>Full Name</b>		<b>Student zID</b>	
PROJECT			
<b>VIP Project Team Title</b>			
<b>Academic Lead</b>		<b>Course (incl code)</b>	
<b>Project Start Date</b>		<b>Project End Date</b>	
BACKGROUND			
A.	The Student is enrolled at UNSW and is undertaking a Vertically Integrated Project ('Project') as a requirement of the Course.		
B.	UNSW and the Student wish to ensure the Student's involvement in the Project is subject to appropriate confidentiality and intellectual property arrangements.		
OPERATIVE PROVISIONS			

1. The Student enters into this Deed Poll to:
  - a. assign to UNSW all right, title and interest in Intellectual Property that is created or contributed to by the Student in the course of the Project, which will vest in UNSW immediately upon creation;
  - b. execute all instruments or other documents and do all things necessary for vesting the Intellectual Property and all rights, title and interest to the Intellectual Property created during the Project in UNSW;
  - c. appoint UNSW as his or her attorney with the power to do anything necessary or expeditious to enable the exercise of any right of UNSW in relation to this Deed Poll;
  - d. consent to any act or omission by UNSW, or persons authorised by UNSW which would otherwise infringe the Student's Moral Rights in relation to Intellectual Property created during the Project; and
  - e. agree to keep confidential all Confidential Information that the student receives in relation to the Project except for disclosures that are:
    - i. required by law; or
    - ii. approved by UNSW in writing.
2. This Deed Poll does not prevent the student from using Intellectual Property that is created or contributed to by the Student in the course of the Project, or Confidential Information, for the limited educational purpose of submitting assessment tasks necessary for the completion of the Course at UNSW.
3. This Deed Poll does not override any rights the Student may have under the UNSW Intellectual Property Policy to receive a share of the benefits of commercialisation of UNSW Intellectual Property.
4. The Student acknowledges that prior to executing this Deed Poll the Student:
  - a. has had a reasonable opportunity to seek independent legal advice;
  - b. is aware of and understands his or her legal obligations under this Deed Poll; and
  - c. enters into this Deed Poll of his or her own free will.
5. In this deed poll references to:
  - a. **'Confidential Information'** means any information disclosed by UNSW including its employees, contractors, honorary staff and other students involved in the Project), or the third party industry partner involved in the project, that relates directly or indirectly to the Project whether it was disclosed before, on, or after the date of this Deed Poll.
  - b. **'Deed Poll'** means a reference to page two of this document, which contains the entire agreement between the parties.
  - c. **'Intellectual Property'** means rights relating to literary, artistic and scientific works, performances of performing artists, phonograms and broadcasts, inventions in all fields of human endeavour, scientific discoveries, industrial designs, trademarks, service marks, and commercial names and designations, protection against unfair competition, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
  - d. **'Moral Rights'** means a rights of attribution of authorship, a right not to have authorship falsely attributed and/or a right of integrity of authorship.
6. If inconsistency arises between this Deed Poll and any other document, including the UNSW *Intellectual Property Policy*, then the terms of this Deed Poll prevails.
7. This Deed Poll is governed by the laws of New South Wales.

EXECUTED AS A DEED POLL IN FAVOUR OF UNSW:	
<b>Signed, sealed and delivered</b> by the Student:	
..... Signature of Student (in <b>black</b> or <b>blue</b> ink)	..... Signature of the Witness (in <b>black</b> or <b>blue</b> ink)
Print Name	Print Name
Date:	Date: