

# STUDENT CONFIRMATORY ASSIGNMENT DEED POLL



THIS DEED POLL is made on the.....

Name		<b>Student</b>
Address		
Phone		

## BACKGROUND

- A. The Student is enrolled in a course of study at the University of Melbourne (**University**).
- B. The University has or will be receiving funding under The Australian Renewable Energy Agency's (ARENA) Advancing Renewables Program for the "Affordable Heating and Cooling Innovation Hub" or (i-Hub Project) pursuant to an agreement entered with the Australian Institute of Refrigeration, Air Conditioning and Heating (Incorporated) (AIRAH) (**Third Party Agreement**).
- C. The Student is to participate in the Project as part of their course of study.
- D. During the course of the Project the Student may create or contribute to the creation of Intellectual Property (including copyright in their Assessment Materials) in their work with other key project participants, including Industry Partners.
- E. The Student will own the copyright in their Assessment Materials. The University will own all other Intellectual Property created by the Student during the course of the Project.
- F. This Deed sets out the terms on which the Student confirms the assignment of all Intellectual Property created by the Student during the course of the Project (other than the copyright in the Student's 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:

**Assessment Materials** means all written material created by the Student in respect of the Project for the purposes of the Student's assessment or reporting obligations to the University.

**Assignment** means assignment of the Project Intellectual Property confirmed 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 project participants, including Industry Partner/s, or the University which the Industry Partner/s 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 the Student 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:

## Student Confirmatory Assignment and Confidential Information Deed Poll

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

**Deed** means this Student Confirmatory 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 [insert details].

**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.

**Project Intellectual Property** means Intellectual Property which is created, developed or discovered as a result of conducting the Project. Project Intellectual Property does not include copyright in the Student's Assessment Materials.

### 2. ASSIGNMENT

- 2.1 The University acknowledges that ownership of the copyright in the Student's Assessment Materials vests in the Student at the date of creation.
- 2.2 The Student acknowledges and agrees that on and from the date on which the Project Intellectual Property was or is created, the right, title and interest in the Project Intellectual Property vests in the University pursuant to the section 13 of the University of Melbourne Statute in force at the relevant time.

### 3. CONFIDENTIAL INFORMATION

- 3.1 The Student acknowledges and agrees to:
  - (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/s or the University; and
  - (c) not use any Confidential Information in any way other than for the purposes of the Project or preparation of your Assessment Materials without the prior written permission of the University.

The Student agrees upon the written request of the University to return to the University any documents originating from the University which embody Confidential Information and acknowledges that they must not keep any copies in any form.

