

STUDENT IP DEED

THIS DEED is made on _____

BETWEEN **The Council of the Queensland Institute of Medical Research**
(ABN 31 411 813 344) of 300 Herston Rd, Herston QLD 4006
(**QIMR Berghofer**)

AND _____ **[name of student]**

of _____
[address of student] (**Student**)

BACKGROUND

- A. The Student is a student engaged or about to be engaged in a program of research at QIMR Berghofer in pursuit of a higher degree with their enrolling institution.
- B. In the course of the research, the Student may create intellectual property rights, possibly in collaboration with others.
- C. The Student's participation in the research will be supported by advice, training and guidance from employees of QIMR Berghofer, and will involve the use of pre-existing intellectual property and/or know-how of QIMR Berghofer.
- D. The research may be funded by industry collaborators and may lead to further collaboration with industry, as the pathway for bringing the benefits arising from the research into general use.
- E. QIMR Berghofer has a remuneration framework for inventors under which inventors of intellectual property commercialised by QIMR Berghofer, are entitled to share in QIMR Berghofer's financial proceeds from that commercialisation.
- F. Both the Student and QIMR Berghofer acknowledge and understand that to facilitate QIMR Berghofer's translation of research outcomes into useful treatments and other products or services, it is important that QIMR Berghofer own intellectual property rights in those research outcomes.
- G. The Student has therefore agreed to assign to QIMR Berghofer the intellectual property rights arising from his or her research activities at QIMR Berghofer, and in return QIMR Berghofer has agreed that if it receives revenue from commercialising those intellectual property rights, it will apply its policies relating to the sharing of revenue from commercialisation of intellectual property rights to the Student on the same basis as employees of QIMR Berghofer.
- H. The Student has been advised that he or she is encouraged to and has had the opportunity to obtain independent legal advice about this assignment before signing it and that, in accordance with QIMR Berghofer policy, funding from QIMR Berghofer is available to the Student to contribute towards the costs of obtaining that legal advice.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) **Confidential Information** means:
- (i) all facts, data and information relating to or concerning the Research and QIMR Berghofer's other non-public activities; and
 - (ii) all facts data and information which the Student becomes aware of by observation, deduction, reasoning, inspection, and overhearing in the course of the Research,
- and includes the Intellectual Property.
- (b) **Intellectual Property** means such of the following created by the Student as a result of performing the Research:
- (i) invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; trade mark, plan, drawing or design; or scientific, technical or engineering information or document;
 - (ii) improvement, modification or development of any of the foregoing;
 - (iii) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in sub-paragraphs (i) or (ii);
 - (iv) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in sub-paragraphs (i) or (ii);
 - (v) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (i) or (ii);
 - (vi) circuit layout rights; or
 - (vii) plant breeder's rights.
- (c) **Moral Rights** means those moral rights recognised under the *Copyright Act 1968* (Cth) or other rights of a similar nature anywhere in the world, and include:
- (i) right of attribution of authorship in respect of a work;
 - (ii) right not have work falsely attributed; and
 - (iii) the right of integrity of authorship of work.
- (d) **Research** means any research, development, trial or investigational activity engaged in by the Student:
- (i) as a student of QIMR Berghofer;
 - (ii) as a student of another institution or university where any significant portion of the research, development, trial or investigational activity takes place on premises of QIMR Berghofer;
 - (iii) with funding or resources supplied by QIMR Berghofer; or
 - (iv) under the supervision of personnel of QIMR Berghofer.

- (e) **Thesis** means any PhD or other thesis required to be submitted or presented by the Student to fulfil requirements for the award of a degree.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

- (a) Promptly upon the Student becoming aware that any Intellectual Property has been developed in the course of the Research, the Student must report full details to QIMR Berghofer, by disclosing full particulars of the Intellectual Property to the Student's supervisor.
- (b) Subject to paragraph (c) below, the Student assigns all of the Student's right, title and interest (if any) in and to the Intellectual Property to QIMR Berghofer.
- (c) The Student retains the copyright subsisting in any Thesis written by the Student. The Student grants to QIMR Berghofer a perpetual worldwide royalty-free non-exclusive licence to reproduce, adapt and amend any Thesis for the purpose of including any part of any Thesis in any patent application in relation to the Intellectual Property.
- (d) The Student must, at QIMR Berghofer's expense, sign any further documents required by QIMR Berghofer to record QIMR Berghofer's ownership of the Intellectual Property, and offer reasonable assistance as required for the filing, prosecution and enforcement of any patent rights within the Intellectual Property.
- (e) The Student irrevocably appoints QIMR Berghofer as the Student's attorney with the power to sign any documents or do anything else on the Student's behalf which is required of the Student under clause 2(d). QIMR Berghofer will only exercise this power in situations where it is unable to readily obtain the Student's assistance (e.g. QIMR Berghofer cannot readily locate the Student or obtain the Student's signature for an application).
- (f) The Student represents and warrants to QIMR Berghofer that they have not entered into, and undertakes that they will not enter into, any legal obligation that is inconsistent with their obligations under this deed, including the assignment of any Intellectual Property to any other institution or university.

3. COMMERCIALISATION REVENUE

- (a) If QIMR Berghofer receives revenue from the commercialisation of the Intellectual Property, QIMR Berghofer will equitably apply its policies relating to the sharing of revenue from commercialisation of intellectual property, as operating from time to time, to the Student as well as to those other persons (including employees of QIMR Berghofer) who contributed to the Intellectual Property. There is no guarantee of equal sharing of proceeds, as shares will depend on the nature and significance of the contribution of each researcher.
- (b) The Student acknowledges that QIMR Berghofer's policies may be changed by QIMR Berghofer at any time, and that QIMR Berghofer will apply the relevant policy as operating from time to time when sharing proceeds of commercialisation.
- (c) This deed does not create any employment relationship between the Student and QIMR Berghofer, or otherwise confer on the Student any benefits or entitlements as an employee.

4. CONFIDENTIALITY

4.1 Keep Confidential

- (a) The Student must:
 - (i) keep the Confidential Information secret and confidential, and not disclose or publish any part of the Confidential Information to any person without QIMR Berghofer's prior written consent; and
 - (ii) upon ceasing to participate in the Research, return to QIMR Berghofer all copies of the Confidential Information in the Student's possession.
- (b) The Student acknowledges and agrees that QIMR Berghofer may provide a copy of this Deed to any person as reasonably required in connection with the Research or commercialisation of the Intellectual Property.

4.2 Duration

The Student will be relieved from the Student's obligations of confidentiality in this deed in respect of any part of the Confidential Information which enters the public domain as a result of the publication of a patent, or otherwise lawfully enters the public domain except as a result of any breach of an obligation of confidentiality.

5. THESIS

- (a) If the Student seeks to include any Confidential Information in a Thesis, QIMR Berghofer will consent to that Confidential Information being contained in that Thesis provided that:
 - (i) the Student requests consent for the inclusion of the Confidential Information in the Thesis at least four months before the due date for the submission of the Thesis; and
 - (ii) all the persons, including examiners, to whom the Thesis must be disclosed, sign a confidentiality agreement upon such terms as QIMR Berghofer reasonably requires, to maintain the Confidential Information referred to in the Thesis in confidence.
- (b) The Student must ensure that the Thesis will not be deposited with any library until after Confidential Information referred to in the Thesis has been included in a patent application or otherwise made public by QIMR Berghofer.

EXECUTED as a DEED

By **The Council of the Queensland
Institute of Medical Research**
in the presence of:

.....
Signature of Authorised Person

.....
Signature of Witness

.....
Name of Authorised Person (printed)

.....
Name of Witness (printed)

.....
Date

By **the Student**
in the presence of:

.....
Signature of Student

.....
Signature of Witness

.....
Name of Student (printed)

.....
Name of Witness (printed)

.....
Date

The Student should complete one box only

I DID OBTAIN INDEPENDENT LEGAL ADVICE

I, _____,
(Print your full name)

state that I have obtained legal advice from a lawyer who is independent of QIMR Berghofer before signing this Student IP Deed.

Signature

Date

OR

I DID NOT OBTAIN INDEPENDENT LEGAL ADVICE

I, _____,
(Print your full name)

state that I have read this Student IP Deed and understand that QIMR Berghofer has recommended that I get independent legal advice before signing this deed.
I believe that I understand the terms of this deed and the reasons for its requirements, and have chosen not to obtain independent legal advice.

Signature

Date