ASSIGNMENT DEED

BETWEEN

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(“the Student”)

AND

Monash University
of Wellington Road, Clayton, Vic. 3800
(“the University”)

RECITALS

A. The Student is enrolled at the University in the Degree and is bound by the University’s statutes and regulations.

B. The Student is an enrolled student of the University and created intellectual property prior to 28 May 2014. According to regulation 31(2) of the Monash University (Vice-Chancellor) Regulations, that intellectual property continues to be governed by the University’s statutes and regulations in force prior to 28 May 2014.

C. Pursuant to the IP Statute (in force prior to 28 May 2014), a student must assign to the University ownership of Intellectual Property created by the Student if it is prescribed under the IP Regulations.

D. The IP Regulations prescribe in sub-paragraph 2.2.2 Intellectual Property created by the Student in respect of which Background Intellectual Property has been utilised where the University has informed the Student prior to using the Background Intellectual Property that such Intellectual Property must be assigned to the University.

E. The Student has created Intellectual Property which falls within the meaning of sub-paragraph 2.2.2 of the IP Regulations and makes this Deed to fulfil his/her obligations under the IP Statute.

F. If Intellectual Property assigned under this Deed commercialised, net revenue received by the University will be shared with the Student according to the University Council Statement on Patent Revenue Distribution or any equivalent arrangement for other types of Intellectual Property.

IT IS AGREED:

1. Definitions
1.1 In this Deed:

(a) “Background Intellectual Property” means the Intellectual Property listed in the Schedule;

(b) “Confidential Information” means all information of a confidential nature relating to or having a connection with the Research Project whether or not it came into existence prior to or after the date of this;

(c) “Degree” means the (insert name of degree);

(d) “Intellectual Property” means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right as defined in the IP Statute;

(e) “IP Statute” means the Monash University Statute 11.2 – Intellectual Property;

(f) “IP Regulations” means the regulations made pursuant to the IP Statute;

(g) “Research Project” means the research project entitled (insert the title of the research project) being undertaken by the Student for the Degree at the University.

2. Assignment

2.1 In consideration of the contribution by the University of the Background Intellectual Property for use by the Student in connection with the Research Project, the Student assigns to the University Intellectual Property created by the Student using the Background Intellectual Property, other than copyright in the Student’s thesis.

2.2 At the University’s cost, the Student agrees to execute any document or do any thing reasonably required by the University to give effect to the assignment in clause 2.1 and to give the University the full benefit of the assignment including by taking action to secure legal protection for the assigned Intellectual Property.

3. Confidentiality

3.1 The Student undertakes to:

(a) not disclose the Confidential Information to any person (apart from personnel involved in the Research Project) without the written approval
of the University, which may be given by the Student’s supervisor for University owned Confidential Information;

(b) not use the Confidential Information for purposes other than the Research Project; and

(c) keep and store the Confidential Information secure from unauthorised access.

3.2 The confidentiality obligations in this Deed do not apply to information the Student can demonstrate -

(a) is publicly available at the time of disclosure;

(b) is published or otherwise becomes publicly available through no fault of the Student;

(c) was in the possession of the Student at the time of disclosure (as shown by prior written records) or becomes available from a third party who has the right to disclose the information; or

(d) is required to be disclosed by law.

4. Survival

4.1 The obligations in this Deed shall survive the cessation of the Research Project and the Student’s enrolment at the University.
EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by ) )
( the Student ) on 20 ) ) [Student Name]
) )

in the presence of:

____________________________________
Witness signature

____________________________________
Witness name

EXECUTED AS A DEED

for and on behalf of MONASH UNIVERSITY

pursuant to regulation 76 of the Monash University (Council) Regulations by:

..................................................Authorised Officer

..................................................Name of Authorised Officer

..................................................Date

(The Authorised Officer signing on behalf of Monash shall be either the Provost, the Vice-Provost (Research), the Vice-Provost (Graduate Education) or the director of the research office.)
SCHEDULE

[List background intellectual property the student was told would trigger the assignment obligation.]