INFORMATION SHEET
UNSW Deed Poll (Student)

1. What is the purpose of this Deed Poll and why is it required?
The UNSW Deed Poll (Student) provides a standardised legal framework for engaging students to participate in research projects governed by 3rd party agreements or projects that may involve or lead to the development of commercially sensitive intellectual property.

Under the UNSW Intellectual Property Policy (www.gs.unsw.edu.au/policy/documents/ippolicy.pdf) UNSW is entitled to claim ownership of intellectual property created by students in certain circumstances, including when the intellectual property is the subject of an existing agreement between UNSW and a 3rd party.

If the project is being managed through NewSouth Innovations (NSi), an alternate Student Deed may be required and can be obtained from NSi.

2. When should this Deed Poll be signed?
The Deed Poll should be signed by the student before commencing work on the research project.

3. Can the terms be changed?
Any changes to the terms of the Deed Poll must be approved via the Research Partnerships Unit or UNSW Legal Office (Research).

4. Independent legal advice
The University recommends that students seek independent legal advice about the nature and effect of the Deed Poll before signing. UNSW Students may access free legal advice via the Arc by contacting (02) 9385 7700 or email advise@arc.unsw.edu.au.

5. How to complete the Deed Poll
Supervisor:
Inform the student of the nature of the project and the conditions of their involvement before the student commences work on the project.

Complete the relevant sections of the Deed Poll (if not already pre-completed) and print one copy of the Deed Poll to give to the student along with this information sheet and copies of any related 3rd party agreement(s), if required.

Student:
Check that the completed fields are correct and discuss with your Supervisor if changes are required. If, after seeking independent legal advice, you agree to participate in the research project under the terms of the Deed Poll:
• sign the front page where indicated in the presence of a witness
• ask your witness to countersign where indicated
• return a copy (PDF is acceptable) of the fully signed Deed Poll to your supervisor and retain the original for your records

Third party agreement(s) (if any) provided in connection with this Deed Poll are to be treated as confidential and must not be disclosed other than for the purpose of seeking legal advice.

6. Where to get more information
Please contact the UNSW Research Partnerships Unit (Research.Partnerships@unsw.edu.au) for further information.
# Deed Poll (Student)

## Confidential Information, Intellectual Property and Moral Rights

This Deed Poll is made on [DD/MM/YYYY] by:

<table>
<thead>
<tr>
<th>STUDENT</th>
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<tbody>
<tr>
<td>Name</td>
<td>[insert full name]</td>
</tr>
<tr>
<td>Address</td>
<td>[insert home address]</td>
</tr>
<tr>
<td>Phone</td>
<td>[insert phone/mobile number]</td>
</tr>
<tr>
<td>Email</td>
<td>[insert email address]</td>
</tr>
<tr>
<td>Student Enrolment Number</td>
<td>[insert student ID number]</td>
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<table>
<thead>
<tr>
<th>DETAILS</th>
<th></th>
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<tbody>
<tr>
<td>Project</td>
<td>[insert project title and brief description of the research activity]</td>
</tr>
<tr>
<td>Project Start Date</td>
<td>[insert date] (Effective Date)</td>
</tr>
<tr>
<td>Supervisor</td>
<td>[insert full name of University Supervisor]</td>
</tr>
</tbody>
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## BACKGROUND

A. The Student is enrolled at UNSW and is undertaking research activity.

B. The Student wishes to participate in the Project as part of the Student’s studies.

C. UNSW and the Student wish to ensure that the Student’s involvement in the Project is subject to appropriate confidentiality and intellectual property arrangements.

D. The Student enters into this Deed Poll to:
   a. assign ownership of Intellectual Property Rights developed by the Student in the course of the Project;
   b. agree not to disclose the Confidential Information; and
   c. give consent in relation to certain acts that would otherwise infringe the Student’s Moral Rights.

## EXECUTED AS A DEED POLL

Signed, sealed and delivered by the Student in the presence of:

Signature of Witness  
[Signature]  
[Date]

Signature of the Student  
[Signature]  
[Date]

Print Name  
[Print Name]

Date  
[Date]
Terms

1. Interpretation

1.1 In this Deed Poll:

Confidential Information of a party means:

(a) the Intellectual Property Rights subsisting in any item, material, diagram, formula, model, photograph, business plan, methodology, policy, record, memorandum, documentation or material relating to the Project;

(b) any information that relates to the Project, including information relating to the existence, progress and status of discussions, negotiations or agreements with respect to the Project and including information created, ascertained, discovered or derived directly or indirectly from the Project;

(c) business, financial, technical and other commercially valuable information including what a party regards to be confidential, proprietary or sensitive; and

(d) any and all including information created, ascertained, discovered or derived directly or indirectly from the Confidential Information,

in each case, irrespective of whether:

(e) the disclosure is by visual, oral, written or electronic means, directly or indirectly made to a party or its related bodies corporate, officers, agents or employees;

(f) the information was disclosed or created before or after the date of this Deed Poll; or

(g) whether such information is designated as “confidential” by a party;

Effective Date means the Project Start Date;

Intellectual Property Rights means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts, plant varieties, the right to have confidential information kept confidential and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests;

Moral Rights means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute anywhere in the world;

NSi means NewSouth Innovations Pty Limited (ABN 25 000 263 025), a wholly owned subsidiary of UNSW responsible for managing and entering into agreements in relation to commercialisation of UNSW Intellectual Property Rights;

Project means the research project and activities described in the Details;

Project Start Date means the date specified as such in the Details;

Special Conditions means any conditions noted in Annexure A;

Thesis means the thesis or report prepared by the Student which the Student is required to submit to UNSW pursuant to his or her enrolment in a higher degree programme;

UNSW means the University of New South Wales ABN 57 195 873 179, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) of UNSW Sydney NSW 2052, Australia; and

UNSW Intellectual Property Policy means the intellectual property policy of UNSW, as varied from time to time.
1.2 Unless the context otherwise requires:

(a) a term defined in the contract details at the beginning of this document has a corresponding meaning in this Deed Poll;

(b) the word *including* or any other form of that word is not a word of limitation;

(c) a word which denotes the singular denotes the plural and vice versa;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted;

(f) a reference to a person includes a partnership and a body whether corporate or otherwise; and

(g) a reference to UNSW or Student includes their respective executors, administrators, successors and permitted assigns.

2. Confidentiality

2.1 The Student must:

(a) use the Confidential Information of another party solely for the purposes of the Project;

(b) keep and maintain the secrecy and confidentiality of all Confidential Information, and not disclose any of the Confidential Information without the written consent of UNSW;

(c) notify UNSW and use its best endeavours to prevent or remedy any actual or suspected unauthorised disclosure of the Confidential Information upon becoming aware of that actual or suspected unauthorised disclosure; and

(d) must immediately destroy or return the Confidential Information in the Student’s possession or control upon request by UNSW.

2.2 If the Student is required by law to disclose any Confidential Information to a third person, the Student must:

(a) if possible before doing so:

   (i) notify UNSW; and

   (ii) give UNSW a reasonable opportunity to take any steps that UNSW considers necessary to protect the confidentiality of that information; and

(b) notify the third person that the information is confidential to UNSW.

2.3 This clause 2 survives and continues in force until such time as the Confidential Information becomes public knowledge other than by a breach of confidentiality.

3. Intellectual Property Rights

3.1 The Student agrees that ownership of all Intellectual Property Rights created or developed by the Student in the course of the Project, except for copyright in the Thesis, is hereby assigned to and vests in UNSW upon their creation or development.

3.2 The Student will do all things necessary to assist in documenting or perfecting UNSW’s ownership of, or rights in, any Intellectual Property Rights, including executing any document.
This Deed Poll does not serve to override any rights to the benefits of commercialisation the Student may be entitled to under the UNSW Intellectual Property Policy, in relation to Intellectual Property Rights contributed to, or developed by the Student in the Project.

### 4. Moral Rights

4.1 Except in relation to the Thesis, the Student unconditionally and irrevocably grants consent for UNSW, its assignees and successors or any persons authorised by UNSW, to reproduce, publish, communicate, adapt and exploit any copyright works (Works) that have been or will be created by the Student in relation to the Project, even if such acts or omissions would otherwise infringe the Student's Moral Rights in the Works.

4.2 While UNSW will use reasonable efforts to respect the Student’s Moral Rights, the Student acknowledges that UNSW may not be able to do so in all cases. In particular, the Student waives any right to claim infringement of any Moral Rights the Student has in the Works (except in relation to copyright in the Thesis) and releases UNSW from any claim arising from:

(a) the adaptation, amendment, revision, addition or deletion of any part of the Works;

(b) the combination of the Works with any other copyright works; or

(c) publication of material or research incorporating the Works with the Student’s name omitted.

### 5. General

5.1 This Deed Poll will be in full force and effect from the Effective Date.

5.2 If any Special Conditions have been identified then the Student will comply with such Special Conditions and those Special Conditions override the provisions of this Deed Poll to the extent of any inconsistency.

5.3 This Deed Poll does not operate so as to interfere with the assessment of the Student’s academic performance and is additional to and supplementary to any other agreements or understandings between the Student and UNSW relating to the Student’s contributions to, and involvement in, the Project.

5.4 The Student agrees that they have entered into this Deed Poll in favour of UNSW and that at the request of UNSW the Student will do all things that NSi may require under this Deed Poll including assignment to NSi of Intellectual Property Rights.

5.5 The Student acknowledges that:

(a) UNSW, through the Supervisor, has made it clear to the Student what the nature of the research work and the conditions of the Student’s involvement in the Project are before the Student undertakes the Project; and

(b) in executing this Deed Poll, they have been informed by UNSW to seek and have either sought, or have elected not to seek, independent legal advice.

5.6 If any provision of this Deed Poll is held invalid, unenforceable or illegal for any reason, the Deed Poll remains otherwise in force apart from such provision, which is deemed deleted.

5.7 A signed copy of this Deed Poll made by photocopy, facsimile or PDF Adobe format will be considered an original.

5.8 This Deed Poll may only be varied in writing by the parties.

5.9 This Deed Poll is governed by and must be construed in accordance with the law in force in the state of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts in New South Wales and all courts which have jurisdiction to hear appeals from them.
ANNEXURE A

Special Conditions

Related agreement between UNSW and a third party: [yes/no]

If yes:

a) The Student acknowledges that UNSW has entered into an agreement dated [insert date] (Research Agreement) with [insert name of sponsor] (Sponsor) in connection with the Project.

b) The Student confirms that he/she has been given a copy of the Research Agreement and;
   i. agrees to conduct the Project in accordance with the terms of the Research Agreement; and
   ii. agrees not to do anything or omit to do anything that would render UNSW in default of its obligations under the Research Agreement.

c) The Student is entitled to publish the results of the Project in accordance with the relevant terms of the Research Agreement.

d) The provisions of clause 4 (Moral Rights) of this Deed Poll are extended such that the Sponsor will have similar rights to UNSW under that clause.

e) The Student consents to UNSW communicating to the Sponsor any details on the progress of the project and the quality of the Student’s academic performance.

f) The Student consents to the Sponsor or UNSW publishing the name of the Student and a general description of the Project for promotional or educational purposes.