

## Macquarie University Intellectual Property Agreement

**THIS AGREEMENT** is made

**BETWEEN MACQUARIE UNIVERSITY**, a statutory corporation established pursuant to the *Macquarie University Act 1989*, of Talavera Road, North Ryde, NSW 2109 ("the University") of the one part,

**AND**

\_\_\_\_\_ of \_\_\_\_\_  
*Student's Full Name* [Student's home address]  
("the Student) of the other part.

### BACKGROUND

- A** The Student is enrolled as a candidate for a Postgraduate Research Degree at the University.
- B** The Student may (but not necessarily) undertake research as a member of a research team and his/her research may form part of the research of the team's joint Project.
- C** The Student may (but not necessarily) undertake research associated with a third party (such as a research funding agency).
- D** The Student is the owner of the intellectual property rights in the research undertaken by her or him ("the Research").
- E** The Student agrees to assign her/his Intellectual Property Rights in the Research to the University on the terms and conditions of this Agreement.
- F** In consideration of the assignment, the Student is entitled to all benefits and rights cited in the University's Intellectual Property Statement, a copy of which is annexed and marked "A".

### IT IS NOW AGREED

#### 1. DEFINITIONS

**"Intellectual Property Rights"** means all intellectual property rights anywhere in the world, including but not limited to:

- (a) patents, copyright, EL rights (and similar rights outside Australia in circuit layouts), plant variety rights (and similar rights outside Australia in plant varieties), registered designs, trade marks, know-how, technical information and any rights to have confidential information and knowledge kept confidential; whether created before or after the date of this agreement; and
- (b) any application or rights to apply for registration of any rights referred to in paragraph (a).

**"Materials"** means the prototypes, working drawings, plans, modules, specifications, reports, copies, files, software and all other materials relating to the Research and prepared by the Student or other University members working with him or her.

**"Project"** means any research undertaken by the Student as part of or in conjunction with or as a member of a research team of the University, or in association with a third party.

#### 2. ASSIGNMENT

- 2.1 In consideration of the rights and benefits conferred by the University's Intellectual Property Statement, the Student assigns irrevocably and absolutely to the University any existing and future Intellectual Property Rights worldwide in respect of the Research and Materials.
- 2.2 The Student:
  - (a) acknowledges that no additional documentation is necessary to complete the assignment made under this clause and by virtue of this clause all existing and future Intellectual Property Rights in the Research and Materials vest in the University; and
  - (b) must do all things reasonably requested by the University (at the latter's expense) to enable the University or its assignee to assure and/or exploit further the Intellectual Property Rights assigned under this clause.

- 2.3 The University and the Student agree that any royalties derived from exploitation of the Research will be distributed in accordance with procedures established under the University's Intellectual Property Statement. Any changes in the conditions governing the distribution of any royalty income will only be made with the approval of both parties to this assignment.

### 3. EXPLOITATION AND ROYALTIES

Where, in its absolute discretion, the University wishes to exploit the Research and/or Materials, it shall use all reasonable efforts in doing so. All royalties or other proceeds of exploitation, whether by licensing or sale of the Intellectual Property associated with the Research or otherwise, will be received by the University and shall be distributed in accordance with the University's Intellectual Property Statement.

### 4. PUBLICATION

4.1 Where the University is of the view that it is desirable to do so, it will take reasonable steps to protect Project Intellectual Property to ensure that patent or other protection may be obtained while the Student's thesis is in preparation and before any disclosure. Such steps shall not, however, involve delay in the submission of the thesis nor the excision of material from the thesis that represents an essential or significant part of the Student's work, nor the prevention of the assessment of the thesis under the University's usual procedures. **Copyright in the Student's thesis shall be retained by the Student.**

- (ii) Public access to the thesis may be restricted for a limited period (not exceeding 12 months) to enable the Parties to arrange for protection of any commercial Intellectual Property arising from the results of the project.

### 5. DEVELOPMENTS

The Student acknowledges that all Intellectual Property Rights in any future developments of the Research or Materials or both made by or on behalf of the Student will be owned by the University.

### 6. CONTINUING OBLIGATIONS

Each party must do or cause to be done all things necessary or desirable to give effect to this Agreement, and shall refrain from doing things that would hinder the performance of this Agreement or the exploitation of the Research and/or Materials.

### 7. FORMAL PROVISIONS

- 7.1 This Agreement together with any annexures constitutes the entire agreement between the parties dealing with the Intellectual Property Rights in the Research and/or Materials and supersedes all prior agreements and arrangements (if any) in relation to that Intellectual Property.
- 7.2 No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach, nor shall the failure of either party to enforce at any time any of the provisions of this Agreement be interpreted as a waiver of such provisions nor affect the validity of this agreement or any part of it, or the right of the University to enforce each and every provision.
- 7.3 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.
- 7.4 This Agreement shall take effect from the date upon which it is executed by the Student.
- 7.5 This Agreement is governed by and construed according to the laws in force in New South Wales and the parties agree to submit to the jurisdiction of the courts of that jurisdiction.

EXECUTED as an Agreement in New South Wales in two parts on the dates indicated.

SIGNED by :

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Name of student (Please Print)

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Signature of Student

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Date

in the presence of:

.....

Name of witness

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Signature of witness

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*(To be completed by the University's authorized officer)*

SIGNED for and on behalf of  
**MACQUARIE UNIVERSITY**  
by an authorized officer:

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Signature of Manager, Higher Degree Research Unit

Anne THOEMING

.....

Date

in the presence of:

.....

Name & capacity of witness

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Signature of witness