

**STUDENT IP DEED
POLL**

I, _____ (**Applicant**) of application ID: _____ acknowledge that I will be participating in a higher degree by research at RMIT University.

I agree to the terms set out in this Deed Poll. These terms apply to all materials created by me (either solely or jointly) in connection with my higher degree by research at RMIT (including any projects with third parties).

I hereby assign to RMIT all right, title and interest in any and all current and future intellectual property (including copyright, trade marks, design rights, know-how, patent rights, rights in circuit layouts and the right to have confidential information kept confidential, and any application or right to apply for registration of any of those rights) that I create, develop or discover as a result of my higher degree by research (**Project IP**), but I do not assign copyright in my scholarly works (including my thesis). I agree to execute all documents and do all such things as may be reasonably necessary to give effect to the assignment above. I hereby grant RMIT a perpetual, irrevocable, royalty-free, sub-licensable, non-exclusive, worldwide licence to use and reproduce my scholarly works and any background intellectual property (including any third party intellectual property) that I provide or use in connection with my higher degree by research (**Background IP**). I represent and warrant that:

- I am either the owner of the Background IP or otherwise have the authority to provide and use the Background IP in connection with my higher degree by research and grant the licence in respect of the Background IP in this Deed Poll; and
- the use of the Project IP and/or Background IP by me, RMIT or any licensee of RMIT in accordance with the terms of this Deed Poll will not infringe the intellectual property rights or moral rights of any person.

I further understand that where RMIT benefits from the commercial exploitation of any intellectual property I create, I will share in any such benefit or commercial gain in accordance with RMIT's Intellectual Property Policy as amended from time to time.

I consent to RMIT doing any or all acts or omissions in relation to any works or subject matter other than works that I author in connection with my higher degree by research that would otherwise be an infringement of my moral rights. My consent is given for the benefit of RMIT and its assignees, licensees and successors in title.

Where RMIT enters into agreements with third parties to which my research may be relevant, RMIT will provide me with the relevant project agreements and I will comply with those agreements as if I were a party, including terms relating to:

- privacy (including disclosure of my personal information to third party collaborators for the purposes described in the project agreement)
- confidentiality
- publication
- intellectual property
- moral rights
- conflicts of interest
- student involvement
- reporting

I understand and acknowledge that confidentiality or other obligations in any agreements entered into by RMIT with third parties or me may prevent me from publishing my scholarly works (including my thesis) and the results of any research conducted in connection with my higher degree by research except as may be permitted by those agreements. I understand that RMIT will use best endeavours to ensure that these limitations are as minimal as possible and will arrange for my thesis to be assessed in confidence in these circumstances, so that I may fulfil the requirements of the degree I am enrolled in.

I am aware of my right to seek independent legal advice in this regard and have either done so or waive that right.

This Deed Poll is governed by and construed in all respects in accordance with the laws of Victoria, Australia and the parties hereby submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Executed as a Deed.

Signed, sealed and delivered by the **Applicant**
in the presence of:

Signature of witness

Applicant's signature

Full name of witness

Date

STUDENT DEED POLL INFORMATION

Assignment of Intellectual Property (IP) to RMIT University

The [RMIT Intellectual Property \(IP\) Policy](#) is in place to foster an innovative culture which the creation of IP and entrepreneurial endeavour are valued and rewarded.

At the request of RMIT, students must execute all such deeds of assignment and other documentation necessary to give effect to RMIT's ownership, protection, use, and commercialisation of IP developed at or on behalf of RMIT in a timely manner.

The signing of this allows RMIT to manage the IP and to assign or license the IP to enable use and exploitation of the IP by industry, government and community for local, national and global benefit, and assists in facilitating the timely transfer of research to industry, government and community.

Sharing of Commercial Income

RMIT will manage your continuing interest in the IP (including filing and paying for any patent applications), and will share with you any commercialisation income in accordance with the [Distribution of Commercialisation Income Process](#).

Ownership of Copyright

Please refer to the IP Policy in relation to the ownership of copyright in any thesis or publications arising from the research.

Delays in Publication

Delays in publication of any part of your thesis will be limited to a maximum of two years, unless otherwise approved by the Deputy Vice-Chancellor Research and Innovation.

Independent Advice

RMIT recommends that students obtain independent advice prior to signing this Deed.

Further Information

For further information, please speak with your supervisor or contact the Intellectual Property and Commercialisation Team via [email](#).

Instructions

Please complete your full name and applicant identification number on the reverse of this page, and sign and date the Deed Poll where indicated before an independent adult witness. There is no need for this document to be notarised or legalised.

Thank you for your cooperation in this process.