



Student Assignment of Intellectual Property Policy

Date Policy will take effect	23 June 2006		
Date of Next Review	June 2009		
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Reference/related legislation and policies	Intellectual Property Policy Commercialisation Revenue Policy.		
Supporting documents and forms of this policy	Student Package (containing Student Deed of Assignment and Request for Reimbursement)		
Supporting procedures/guidelines for this policy	Student Assignment of Intellectual Property Policy Guidelines		
Website Address			

1. Purpose of the Policy

This policy applies to all Students (under-graduate and post-graduate) of the University of Wollongong (UOW). It may also apply to other persons by agreement. This policy sets out the approach taken by UOW in relation to Student assignment of intellectual property.

A set of explanatory Guidelines accompanies this policy.

This policy, along with the Intellectual Property Policy, Commercialisation Revenue Policy, and Fellow, Visiting Student and Volunteer assignment of IP Policy, forms UOW's IP policy framework.

2. Background

UOW recognises that the purpose of the scholastic activities of Students is to gain the award of a degree. It is an important core function of UOW to provide research opportunities to Students for that purpose. Therefore, UOW encourages Students to participate in and to contribute to UOW's research projects. As a result of this participation, Students may be involved in the development of IP.

3. Definitions

In this Policy, the following definitions are used. References to the singular include the plural and references to the plural include the singular.

Commercialise or Commercialisation	means to use, apply, publish, manufacture, assign, licence, sub-licence, franchise, exploit, market, or otherwise use or dispose of the IP for the purpose of generating financial or other commercial returns.
Commercialisation Expectation	means where UOW has an expectation that it will manage Commercialisation of the IP. UOW will not have an expectation to commercialise IP that is solely developed by a Student and is not subject to a contract with an external organisation and does not form part of a larger project where UOW does have a Commercialisation Expectation and does not involve pre-existing IP owned or licensed to UOW.

Creators	means those persons who produce, invent, design, enhance, generate, discover, make, originate or otherwise bring into existence IP.
IP	means intellectual property, which includes rights (including rights of registration or application for registration) relating to: <ul style="list-style-type: none"> a. literary, artistic, musical and scientific works; b. computer programs and algorithms; c. multimedia subject matter; d. performances of performing artists, phonograms and broadcasts; e. inventions in all fields of human endeavour; f. scientific discoveries; g. industrial designs; h. trade secrets and confidential information; i. trademarks, service marks and commercial names and designations; j. plant varieties; k. patents; and l. circuit layouts; but does not include any moral rights.
Student	means a person: <ul style="list-style-type: none"> (i) who has been accepted for admission to or enrolled in any course or program offered at, or in conjunction with, the University of Wollongong or the Wollongong University College; or (ii) whose body of work, completed while so enrolled (e.g. a research thesis), is still under examination.
UOW	means the University of Wollongong.

4. Ownership of Intellectual Property Developed by Students

UOW recognises that Students, not being employees of UOW, personally own IP that they generate. UOW also recognises that Students may sometimes participate in projects:

- (a) that are funded by third party sponsors, where UOW will accordingly have contractual obligations to third parties,
- (b) has Commercialisation Expectations, or
- (c) that are significantly reliant upon pre-existing IP owned or licensed by UOW.

Accordingly, where a research project:

- (a) is subject to contractual obligations to third parties; or
- (b) has Commercialisation Expectations,

UOW will ask Students participating in that project to assign any IP they generate in the course of the project to UOW.

In cases where the research project involves pre-existing IP owned or licensed to UOW, UOW may also ask the Student to assign any IP they generate in the course of the project to UOW. Alternatively, UOW may ask the Student to sign a Data Access Agreement or Licence Agreement- Provision of Data before being provided access to the data.

Any IP assignment will not extend to copyright in the Student's thesis. The Student will remain the owner of the copyright subsisting in the thesis.

The purpose of the assignment is to enable UOW to:

- (a) meet its contractual obligations to third parties;
- (b) be equipped to Commercialise the IP; or
- (c) protect its own pre-existing IP and any improvements made to it.

5. Student Decision to Assign Intellectual Property to UOW

A Student may choose not to assign IP to UOW. If a Student makes this choice, and the project has not yet commenced with the involvement of the Student, then:

- (a) the Student, in conjunction with the Student's supervisor, will attempt to develop an alternative research program where UOW does not have a Commercialisation Expectation and is not subject to contractual obligations to third parties and is not reliant upon pre-existing IP owned or licensed by UOW (where UOW requires ownership of improvements to the pre-existing IP); and
- (b) the Student will be excluded from the research where there is a Commercialisation Expectation or which is subject to contractual obligations or is reliant upon pre-existing IP owned or licensed by UOW.

If a Student has already commenced on a project and IP with commercial value is subsequently developed, UOW will ask the Student to assign their IP to UOW where there is a Commercialisation Expectation.

If the Student does choose to assign IP to UOW, the Student will:

- receive a share of nett commercialisation revenues, along with other Creators; and
- will not be prejudiced in submitting a thesis for examination, and being able to complete the requirements for the award of a degree.

6. Independent Legal Advice Prior to Assignment of Intellectual Property

To be a valid Deed of Assignment:

- (a) the Student must take the Deed to an independent legal adviser to obtain independent legal advice; and
- (b) that independent legal adviser must sign a certificate of having given independent legal advice.

Students must obtain independent legal advice about the nature and effect of the Deed of Assignment. UOW may contribute up to \$250.00 to the cost of that legal advice, or such other amount as the Deputy Vice-Chancellor (Research) approves.

7. Provision of Student Package

On each occasion that a Student is considered for participation in a project where the project has a Commercialisation Expectation or is subject to contractual obligations to third parties, UOW will provide the Student Package to the Student. The Student Package will comprise:

- (a) the Deed of Assignment and accompanying Certificate by Independent Legal Adviser;
- (b) accompanying letter addressed to the Student;
- (c) a copy of the Commercialisation Revenue Policy;
- (d) Statement by Supplier, for Goods and Services Tax purposes; and
- (e) Request for Reimbursement Form.

8. Communication

It is the responsibility of the Research and Innovation Division to develop and review the communication strategy for this policy.

9. Review and Change History of this Policy

Last Version Number	Date the Version was Reviewed	Authorised By (Committee or Individual)	Change Details
1.0	2006	Council	
2.0	August 2007	N/A	Minor modification to include Fellow, Visiting Student and Volunteer assignment of IP Policy in IP Policy Framework.