



Details

Name: [INSERT] ("you")

Course Name: [INSERT] ("Enrolled Course")

The purpose of this document is to record your agreement to transfer all Enrolled Course IP (defined below) to The University of Melbourne.

The capitalised terms used in this document are defined in the University of Melbourne Statute and the Intellectual Property Policy (MPF1320), and the laws of the State of Victoria, Australia apply.

Assignment

You assign to the University all rights (including future rights upon their creation) in any Intellectual Property you create, or have created, after commencing your Enrolled Course and during the course of, or incidental to, your enrolment in the Enrolled Course (except copyright in Scholarly Works) (**Enrolled Course IP**). The University grants back to you the right to use such Enrolled Course IP for the purpose of you completing your Enrolled Course.

You will retain copyright in your Scholarly Works. You grant to the University a licence to use your Scholarly Works throughout the world for educational, teaching and research purposes, on a non-exclusive, royalty-free and perpetual basis.

This assignment and grant of licences provides you with the same opportunities, rights and responsibilities as University staff for Intellectual Property that they create or contribute to.

Acknowledgements

You acknowledge and confirm that you have had an opportunity to obtain, and have received or have decided not to receive, independent legal advice in relation to this document, and the personal legal obligations created by it.

You also acknowledge that the assignment made by this document applies to the extent that the University does not already own the Enrolled Course IP automatically under the University of Melbourne Statute and Policy described below.



Background

The University of Melbourne Statute and the Intellectual Property Policy (MPF1320) set out the circumstances in which the University of Melbourne will automatically own Intellectual Property you create during your enrolment. Those instruments also set out when you will be entitled to share in Commercialisation Revenue derived from that Intellectual Property.

In addition, under the Intellectual Property Policy (MPF1320), the University is in some circumstances entitled to ask you to transfer ownership of other Intellectual Property you create in the course of your enrolment in the Enrolled Course that the University does not already own. You may also voluntarily transfer future Intellectual Property in outputs that you create during your enrolment in the Enrolled Course to The University of Melbourne.

Disclosure and Commercialisation

Where you create an invention, discovery or technology in the course of, or incidental to, your enrolment in the Enrolled Course that has the potential to be developed or exploited for commercial application, you must promptly disclose details of what you have created to the University and you must keep those details confidential. If the University asks you to, you must sign another document confirming the assignment of rights in the Enrolled Course IP, including rights to any specific invention, discovery or technology that is Enrolled Course IP.

If the University intends to proceed with registered protection and/or commercialisation of the Enrolled Course IP, the University will inform you and if it receives Commercialisation Revenue in relation to that Intellectual Property the University will share Net Proceeds with you and any other Creators (if there are any involved). If the University chooses not to proceed, it will discuss options with you.

Signing

Executed as a deed poll in favour of The University of Melbourne

Signed, sealed and delivered by
[INSERT]:

Your Signature

Your Name

Date