

(MALAYSIA)

## STUDENT ASSIGNMENT DEED

This **Student Assignment Deed** is made on                      day of                      202

**BETWEEN**      (*Student's Name*).....  
                          (*NRIC No.*)..... or  
                          (*Country of issuance of passport*)..... (*Passport No.*).....  
                          of (*Local Address*).....  
                          .....  
                          ("the Student")

**AND**

**MONASH UNIVERSITY MALAYSIA SDN. BHD. (Co. No. 458601-U)** [as the registered owner of **MONASH UNIVERSITY MALAYSIA** (Registration No. KP/JPS/DFT/US/B04), a Private University registered under the Private Higher Educational Institutions Act, 1996 (Act 555)] and having its business address at Jalan Lagoon Selatan, 47500 Bandar Sunway, Selangor Darul Ehsan] ("the University")

### RECITALS

- A.      The Student is enrolled at the University in the Degree and is bound by the Monash University Statute and its Regulations.
- B.      Pursuant to Regulation 24 of the Monash University (Vice-Chancellor) Regulations, a student must assign to the University ownership of Intellectual Property created by the Student if the Research Project forming part of the Degree is a Collaborative Research Activity.
- C.      The University and the Student have identified that the Student's Research Project is a Collaborative Research Activity as defined in the Monash University (Vice-Chancellor) Regulations and the Student makes this Deed to fulfil his/her obligations under those Regulations.
- D.      The Student and the University acknowledge that if the Intellectual Property assigned under this Deed is commercialised by the University, the net revenue received by the University will be shared with the Student according to the University policy made under Regulations 24(9) of the Monash University (Vice-Chancellor) Regulations.

### IT IS AGREED:

#### 1. Definitions

##### 1.1 In this Deed:

##### 1.1.1 "Collaborative Research Activity" includes a research project that is:

- (a)      undertaken by more than one person; or
- (b)      subject to an agreement with a third party under which the University has obligations relating to intellectual property; or

- (c) based on a concept or proposal developed by a member of staff, affiliate or third party or collaboratively by the student and a member of staff, affiliate or third party other than one which the student has independently developed and the research for which the student will independently undertake; or
- (d) undertaken using University resources or resources procured by the University, other than standard resources commonly provided to students or collaboration provided by the student's supervisor in the form of standard supervisory advice and guidance at the level that would be expected;

Example

Standard resources include office space, phone, computer, internet access, basic materials and access to University owned or controlled research facilities.

- 1.1.2 **"Confidential Information"** means information of any kind which, because of its confidential character, is capable of protection by contractual or equitable means, and includes information of a valuable commercial or technical character;
- 1.1.3 **"Degree"** means the \_\_\_\_\_ (*insert name of student's degree*);
- 1.1.4 **"Intellectual Property"** means all intellectual and industrial property rights conferred by statute, at common law or in equity, including patents, inventions, research data, designs, copyright, trademarks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, trade secrets and any other rights arising from confidential information, and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration; and
- 1.1.5 **"Research Project"** means the research project being undertaken by the Student for the Degree at the University as set out in the Schedule and amended from time to time.

## 2. Assignment

- 2.1 In consideration of the University enabling the collaborative research activity forming part of the Research Project, the Student assigns to the University Intellectual Property created by the Student as part of the Research Project other than copyright in the Student's thesis.
- 2.2 At the University's cost, the Student agrees to execute any document or do anything reasonably required by the University to give effect to the assignment in clause 2.1 and to give the University the full benefit of that assignment including by taking action to secure legal protection for the assigned Intellectual Property.

## 3. Confidentiality

- 3.1 The Student undertakes to:
  - (a) not disclose the Confidential Information to any person (apart from personnel involved in the Research Project) without the written approval of the University, which may be given by the Student's supervisor for University owned Confidential Information;
  - (b) not use the Confidential Information for purposes other than the Research Project; and
  - (c) keep and store the Confidential Information secure from unauthorised access.

- 3.2 The confidentiality obligations in this Deed do not apply to information the Student can demonstrate -
- (a) is publicly available at the time of disclosure;
  - (b) is published or otherwise becomes publicly available through no fault of the Student;
  - (c) was in the possession of the Student at the time of disclosure (as shown by prior written records) or becomes available from a third party who has the right to disclose the information; or
  - (d) is required to be disclosed by law.

#### 4. Survival

- 4.1 The obligations in this Deed shall survive the cessation of the Research Project and the Student's enrolment at the University.

**IN WITNESS WHEREOF** the parties hereto have executed this Deed the day and year first hereinbefore mentioned.

SIGNED SEALED and DELIVERED by )  
**the Student** )  
in the presence of: ).....  
(Student's signature)

.....  
(Student's name)  
(Witness' signature).....  
(Witness' name).....  
(Designation).....  
(School).....

SIGNED SEALED and DELIVERED by )  
**MONASH UNIVERSITY MALAYSIA** )  
**SDN. BHD (Co. No. 458601-U)** )  
for and on behalf of itself and as the registered )  
owner of **MONASH UNIVERSITY MALAYSIA** )  
(Registration No. DULN002(B)) ).....  
in the presence of: )

.....

## **Schedule**

***(Set out or attach with a staple the Student's Research Project title and description)***