



## Intellectual Property and Confidentiality Declaration

### Privacy Statement

The information on this form is collected for the purpose of completing your enrolment. If you do not complete all questions on this form it may not be possible for the application to be assessed by the Monash Graduate Education office. You have the right to access personal information that Monash University holds about you, subject to any exceptions in relevant legislation. If you wish to seek access to your personal information or inquire about the handling of your personal information, please contact the University Privacy officer via email at [privacyofficer@monash.edu](mailto:privacyofficer@monash.edu)

### 1. Purpose of this form

This form is designed to assist students and supervisors to meet the requirements of Monash University (Vice-Chancellor) Regulations relating to intellectual property through understanding, identifying and agreeing on the circumstances when the student must assign the intellectual property generated as part of their research program to the University.

For further information please refer to the [FAQ – Changes to Intellectual Property](#), or visit the Monash Graduate Education website: <http://www.monash.edu/graduate-research/future-students/apply/accept/intellectual-property/>

The Associate Dean (Research) for the faculty should be consulted if a student and their supervisor disagree.

Please note: students should seek their own independent legal advice regarding the assignment of intellectual property matters.

The Monash Postgraduate Association can assist with further advice on request:

**MPA Advocate**  
Phone: 03 9905 8166

### 2. Who should complete this form and when

**There are two steps in the management of student IP matters:**

#### 1. Complete this IP Declaration

This form is to be completed by all students and their supervisors:

- At the time of enrolment; and
- When ever there is a change in the research program or surrounding circumstances that has intellectual property implications (see page 2).

The intellectual property implications of the student's research project should be reviewed annually.

#### 2. Assignment where required

If it is determined at enrolment or at any later stage that the student should assign IP to the University the [Student Assignment Deed](#) will need to be completed and signed by the student and the University.

**Deeds and declarations should be submitted as follows:**

- To Monash Graduate Education, Chancellery Building D, 26 Sports Walk, Monash University, VIC 3800

### 3. Monash IP Statute and Regulations

Research is a key national resource. Monash University is a public research institution mandated to conduct research and utilise its resources for the public good. This includes the identification, protection and, where appropriate, commercialisation of the intellectual property arising from its research activities.

The University's rules governing intellectual property are set out in [Monash University \(Vice-Chancellor\) Regulations, Part 5](#). Upon admission all students are bound by these Regulations.

Under the Regulations a student owns copyright in their thesis. When a student submits the thesis, the University will ask the student to grant the University a non-exclusive licence to enable the thesis to be published online within the Monash University open access research repository (ARROW) for the dissemination of research outputs.

Under the Regulations a student will also own rights in any other intellectual property created unless that intellectual property is part of a collaborative research activity, in which case assignment of these rights is required.

## 4. Nature of collaborative research and implications for students

In many disciplines students' research projects will form part of a broader research project, or where specialist data sets have been gathered and/or equipment and funding have been applied over a number of years, or where a confidential research design has already been undertaken. In these cases the student benefits from the data gathering, resources and expertise that have already been applied to the research area. In many cases third party funding is involved in the project. These are the circumstances that may give rise to an obligation to assign student-created IP to the University. In other circumstances students may choose to assign their IP to the University. In the event that a student's research outputs have commercialisation potential, with or without the

circumstances described above, a student electing to assign IP to the University can facilitate negotiations with other parties during a commercialisation process. The costs and benefits to students of assignment of IP rights to the University are described in the document [Student IP rights – a Summary](#).

For more information please also see the following resources (information is also applicable to masters by research students):

- [Chapter 6 of the Doctoral and Masters by Research Handbooks](#)
- [Intellectual property information sessions](#) (Monash only)
- [Copyright and rights associated with copyright ownership](#)
- [TIPS information sheet and Assignment of IP](#)

### Dictionary illustrations of a 'collaborative research activity':

Collaborative Research Activity	Example	Usual time for signing Deed
A research project undertaken by more than one person.	<p>A research collaboration between the University and another university or research institute which the student's research project contributes to.</p> <p>A research project involving other staff or students of the University.</p>	Prior to commencing research on the project.
A research project that is subject to an agreement with a third party under which the University has obligations relating to intellectual property.	<p>An agreement with persons, such as an external body funding the research, may state that intellectual property arising from the project is owned by or licensed to the funding body. The student assigns IP to the University to enable it to pass to the funding body.</p> <p>So if a mining company is funding research into a device which detects weaknesses in railway tracks, on condition it owns the research outputs, student outputs on this research must be assigned to the University.</p>	When the agreement term relating to intellectual property is identified.
A research project 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 which the student will independently undertake.	<p>A staff member receives a research grant for a research project and the student's research project arises from the concept or proposal in the grant application.</p> <p>It does not apply where, after learning about a staff member's published research, the student comes up with a new (though related) research concept or proposal.</p>	Prior to commencing research on the project.
A research project undertaken using University resources, other than standard resources or resources procured by the University 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.	<p>The University's contribution must exceed what the student could normally expect by way of resources to complete enrolment (i.e. more than standard supervision, scholarship, laboratory/office space or standard computer access).</p> <p>Examples may include a particular machine or instrument purchased by the University enabling the student to undertake the project, a non-standard enzyme or reagent that may be necessary for the student to perform experiments, or hospital owned patient data that may need to be provided for a student project that may only be accessed by a medically qualified University employee.</p>	When the additional resources are identified as needed and to be provided for by the University.

## Section A:

Family name:

Title:

Given names:

ID No:

Degree:

Commencement date:

Academic unit  
and campus:

Principal supervisor:

Name of scholarship (if applicable)

Commencement date:

## Section B:

### 1. IP information

The student and supervisor have read and discussed the following documents:

[Chapter 6: Intellectual Property, The Doctoral and Masters by Research Handbooks](#)

Yes  No

[Guides to intellectual property](#)

Yes  No

### 2. Student IP Declaration

As described above, a Monash HDR student is required to assign IP where involved in a collaborative research activity. Together with your supervisor please describe in the following sections any circumstances that apply to your enrolment and indicate any need to assign IP. If any circumstances apply then a [Student Assignment Deed](#) will need to be completed. Please attach additional information where required.

a) List the other persons with whom the research project will be undertaken:

(If another person is listed, complete a [Student Assignment Deed](#))

b) List each agreement entered into or proposed to be entered into that the research connects to (including funding, research collaboration, data access and confidentiality agreements and either attach a copy of the agreement **OR** nominate the file number of the Monash Research Office (MRO) **OR** other official University file on which it is to be stored.

Copy of Agreement attached

Agreement name:

Date:

MRO file number:

Other official University file:

Is there an intellectual property clause in the agreement?

Yes  No

Does the clause seek to alter ownership of, or rights in, the intellectual property in whole or part (e.g. transfer ownership or licence it)?

Yes  No

If 'Yes', complete a [Student Assignment Deed](#).

Does an agreement contain any confidentiality obligations?

Yes  No

If 'Yes', please specify:

Does an agreement contain any embargo on publications?

Yes  No

If 'Yes', please specify:

c) If the research concept or research proposal was developed or is to be developed by a University member of staff, affiliate or third party, or collaboratively by the student and a member of staff, affiliate or third party, name the person/s:

(If a name is specified, complete a [Student Assignment Deed](#))

d) List the resources provided, or to be provided in future, by the University or through a University arrangement, other than the usual resources for a faculty based research project (i.e. not scholarship, supervisor, office facilities or library access):

(If resources are listed, complete a [Student Assignment Deed](#))

e) Explain why the research project is an otherwise collaborative research project (if applicable):

(If otherwise collaborative, complete a [Student Assignment Deed](#))

### 3. Student confidentiality declaration

I have responded to one or more of a) to e) above and I understand I am undertaking a collaborative research project and must assign intellectual property in that project (other than copyright in my thesis) to the University by signing the [Student Assignment Deed](#).

Yes  Not Applicable

I agree to keep confidential any confidential information I obtain as a student of Monash University, including information leading to or forming part of a patent-worthy discovery I make, ideas and research outputs of others that are not in the public domain and become known to me during my enrolment, any intellectual property provided to me and all information covered by confidentiality obligations in any agreement that affect materials used in my research project.

Signature of student:

Date:

Signature of main supervisor:

Date:

### 4. Student background IP

If the student is bringing background IP that is relevant to the research project has this been discussed and documented?

Yes  No

## Schedule

Students are required to complete this form and submit together with the Intellectual Property and Confidentiality Declaration Form.

<b>Thesis Title:</b>	
<b>Description:</b>	

## Office use only

**Assignment is not required**     No further action required

**Assignment is required**     Arrange Student Assignment Deed to be signed (two copies) and submitted to Monash Graduate Education or Faculty as appropriate. Monash Graduate Education will organise authorisation and the distribution as follows:

- One fully-signed original to Records Management Office for permanent archiving;
- One fully-signed original back to the student (where two originals have been submitted, otherwise a copy);
- One copy to be placed on student file;
- One copy to supervisor;
- For patents one copy to Patent Manager.



- (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)*