**GRADUATE RESEARCH STUDENT IP AGREEMENT**

**VERSION A: STUDENT TO OWN THE PROJECT IP**

|  |  |
| --- | --- |
| **DATE** |  |

**PARTIES**

|  |  |
| --- | --- |
| **UC** | University of Canterbury |
| **Student** |  |

**PROJECT DETAILS**

|  |  |
| --- | --- |
| **Degree** |  |
| **University Supervisor** |  |
| **Project title and description**  **(“Project”)** |  |
| **Project start date** |  |
| **Project end date** |  |
| **Definitions** | **“Background IP”** means all IP owned by or licensed to a party prior to commencement of the Project, or developed independently of the Project and which is made available by a party (or third party) for use during the Project, plus any improvements made to such Background IP by a party in the course of the Project.  **“IP”** has the meaning given to it in the UC IP Policy.  **“Project IP”** means all Intellectual Property created by the Student during the course of the Project, but does not include any Background IP or copyright in a Student’s thesis.  **“UC IP Policy”** means theUC IP Policy found [here](https://www.canterbury.ac.nz/about/governance/ucpolicy/general/intellectual-property-policy/Intellectual-Property-Policy.pdf). |

**THE PARTIES AGREE THAT**

1. **IP TERMS**
   1. All Background IP contributed by a party to the Project, will remain the property of that party. Where a party makes its Background IP available for use in the Project, it is deemed to have granted the other party a royalty free, irrevocable, non-exclusive licence to use that Background IP for the Project, for the duration of the Agreement only. For the avoidance of doubt, where either party wishes to use the other party’s Background IP for any other purpose (including a commercial purpose) a separate agreement will be required.
   2. As at the date of this Agreement, the parties believe no circumstances exist which require the Student to assign its Project IP to UC or a third party. Accordingly, the ownership of such Project IP (if any) will vest in the Student. If such circumstances eventuate in the course of the Project (as per the UC IP Policy and for example, a change in research funding or scope), the Student agrees to enter into a deed of assignment as directed by UC.
   3. The Student agrees to grant UC a royalty free, irrevocable, sublicensable, non-exclusive licence to the Project IP for its academic, research and teaching purposes.
   4. Notwithstanding anything outlined above, copyright in the Student’s thesis will remain property of the Student and copyright in any other publications relating to the Project will remain the property of the author(s).
2. **GENERAL TERMS**
   1. This Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written agreement or understanding between the parties.
   2. This Agreement is personal to the Student and may not be assigned to another party without the prior written consent of UC.
   3. New Zealand laws will apply to this Agreement and the parties agree to submit to the non-exclusive jurisdiction of the New Zealand courts.
   4. This Agreement may be signed in any number of counterparts (including scanned and emailed copies). All counterparts, when taken together, will constitute one and the same agreement. A party may enter into this contract by signing any counterpart.
   5. The Student confirms that they have been provided with a reasonable opportunity to consider and take legal advice on the terms of this Agreement prior to signing.

**SIGNED**

|  |  |  |
| --- | --- | --- |
| **for and on behalf of UC by:** |  | **the Student:** |
|  |  |  |
| Name: |  | Name: |