**GRADUATE RESEARCH STUDENT IP AGREEMENT**

**VERSION B: STUDENT TO ASSIGN ITS PROJECT IP TO UC**

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| **DATE** |  |

**PARTIES**

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

**PROJECT DETAILS**

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| **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. The parties agree that circumstances exist which make it appropriate for UC to own the Project IP. Accordingly, the Student agrees to assign the Project IP to UC from creation and will do all things reasonable requested by UC to give effect to this assignment and enable UC to make use of the Project IP.
   3. On request, UC may grant the Student a royalty free, irrevocable, non-exclusive licence to the Project IP for their ongoing research, subject to reasonable confidentiality restrictions to enable UC to commercialise or otherwise protect the Project IP, or comply with its contractual obligations.
   4. Any share of benefits arising from the Project IP will be determined in accordance with UC’s IP Policy.
   5. 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).
   6. The Student acknowledges that if their thesis contains patentable IP or other commercially sensitive or confidential information, the thesis may be subject to an embargo in accordance with the IP Policy. Any publications containing such information may be withheld, delayed or amended to ensure that the confidentiality in such information is maintained.
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**

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