**GRADUATE RESEARCH STUDENT IP AGREEMENT**

**VERSION C: STUDENT TO ASSIGN ITS PROJECT IP TO A THIRD PARTY**

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| **DATE** |  |

**PARTIES**

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

***NOTE: Please consult with R&I prior to signing this agreement.***

**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. The parties agree that circumstances exist which make it appropriate for a third party to own the Project IP. The Student and UC have entered into a separate arrangement with such third party governing (amongst other matters) use of Background IP and ownership and access to Project IP and matters pertaining to thesis submission and publications).
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: |