

## National Graduate Innovation Forum - Student Deed Poll

I, **[Insert name of student]** am enrolled in a PhD at **[name of University]** and provide the undertakings in this Deed Poll for the benefit of:

**Australian Nuclear Science and Technology Organisation** (ABN 47 956 969 590), a body corporate established under the *Australian Nuclear Science and Technology Organisation Act 1987* (Cth), of New Illawarra Road, Lucas Heights, New South Wales 2234 Australia (**ANSTO**), and

**[#insert if required [name of University] (insert ABN) of [insert address] (the University), and]**

**Airbus Australia Pacific Limited** (ABN 68 003 035 470) of 65-75 Pandanus Ave Brisbane Airport QLD 4007 (**Industry Partner**),

as part of my participation in the National Graduate Innovation Forum (the **Program**).

I understand and acknowledge that ANSTO, **[#the University]** and the Industry Partner may each separately enforce this Student Undertaking as necessary..

I now give the following undertakings:

No.	Topic	Nature of Undertaking
1.	<b>Program Participation</b>	<p>I agree and acknowledge that as a condition of my participation in the Program, I must:</p> <ul style="list-style-type: none"> <li>• Inform the University of my participation in the Program and obtain from the University all appropriate consents and permissions to access such facilities at the University which I may require as part of my participation in the Program;</li> <li>• comply with the reasonable and lawful directions of ANSTO and the Industry Partner during my participation in the Program, including stopping work on the Program if directed; and</li> <li>• I will report to ANSTO and the Industry Partner any situation or incident which I have reason to believe may be a work health and safety risk or other risk to persons or property.</li> </ul>
2.	<b>Conduct, Behaviour and Ethics</b>	<p>I agree:</p> <ul style="list-style-type: none"> <li>• I will participate in the Program diligently and in a competent manner, using care and skill, and apply such scientific standards reasonably as may be expected of a student participating in the Program;</li> <li>• I will participate in the Program in compliance with all applicable laws and the requirements of any applicable good laboratory practices as reasonably expected of a student undertaking the Program;</li> <li>• I will maintain records in sufficient detail and in good scientific manner, which are complete and accurate and which fully and properly reflect all work done and results achieved in the performance of the Program;</li> <li>• while undertaking the Program I will act in a safe, diligent and prudent manner and agree that in no circumstances will I engage in conduct which is offensive to others, racially or ethnically intolerant, sexually explicit, harassing, fraudulent, or defamatory;</li> <li>• to comply with the rules, policies, requirements, codes and instructions of ANSTO and the Industry Partner that I have been provided with or directed to, including (but not limited to) those relating to health, safety and security, operating procedures, hours of attendance and conduct, handling of confidential information, and the safe and proper use and handling of any materials, chemicals, substances, compounds and equipment; and</li> <li>• to collaborate with other participants in the Program in a collegiate respectful and ethical manner.</li> </ul>
3.	<b>Confidentiality and Privacy</b>	<p>I agree:</p> <ul style="list-style-type: none"> <li>• to keep confidential and, unless permitted by both ANSTO and the Industry Partner in writing, not use or disclose the Program Confidential Information in any unauthorised way and will not copy or reverse engineer Program Confidential Information in any form or in any manner;</li> <li>• to use my best endeavours including keeping such Program Confidential Information in a safe place and implement adequate security measures to ensure that there is no misuse or unauthorised disclosure or copying of Program Confidential Information;</li> <li>• to follow all directions in relation to handling the Program Confidential</li> </ul>

		<p>Information, including in relation to its storage, security, unauthorized access and return or destruction;</p> <ul style="list-style-type: none"> <li>to respect the privacy of Personal Information that I may become aware of during the Program, including the Personal Information of the Program participants;</li> <li>note that my University and the Industry Partner each have a right to know about my participation in the Program. I consent to ANSTO disclosing Personal Information about me to my University and the Industry Partner on their reasonable request; and</li> <li>note that I may have contact and involvement with each of the Australian Council of Deans of Science and the Australian Institute of Nuclear Science and Engineering (<b>the Organisations</b>) as part of my participation in the Program. I acknowledge that the Organisations may obtain access to my Personal Information as well as details about my participation in the Program. I consent to ANSTO disclosing Personal Information about me to the Organisations to enable them to perform their respective functions in the Program;</li> <li>to immediately notify both ANSTO and the Industry Partner if I become aware of any breach of my obligations in this section.</li> </ul>
4.	<b>Intellectual Property</b>	<p>I acknowledge that all Program IP will be owned by the Industry Partner. I hereby assign all my rights, title and interest in any Program IP to the Industry Partner. I consent to waiving any moral rights that may subsist in the Program IP.</p> <p>I agree to disclose every invention, or improved process, method, technique, design, device or apparatus conceived or made by me as a result of my participation in the Program, and to execute such legal instruments including assignment as the Industry Partner may require.</p>
5.	<b>Public statements</b>	<p>I agree that:</p> <ul style="list-style-type: none"> <li>ANSTO and the Industry Partner each have strict guidelines on media and social media use. Accordingly, I agree I will not give a public statement to the media or use social networks to share information the Program or about my participation in the Program without first obtaining consent from both ANSTO and the Industry Partner.</li> <li>I must not publish or otherwise disclose the results of the Program or the Program IP without first obtaining consent from both ANSTO and the Industry Partner, and acknowledge such consent may be withheld.</li> </ul>
6.	<b>Other matters</b>	<p>If I am not an Australian Citizen, I agree to obtain and maintain all necessary visas, permits, insurances (including medical or travel) or other necessary permissions for the duration of my participation in the Program.</p> <p>I acknowledge that ANSTO, [#the University] and the Industry Partner may each enforce the provisions of this Undertaking, especially those relating to my obligations of confidentiality and Program IP.</p>
7.	<b>Termination of Access</b>	<p>I acknowledge that:</p> <ul style="list-style-type: none"> <li>if I fail to comply with this Student Undertaking, I may be may required to immediately cease my participation in the Program.</li> <li>the Industry Partner may terminate the Program at any time, in which case I agree to immediately cease work on the Program and hand over all materials and Program IP.</li> </ul>

## Defined Terms:

The following defined terms apply in this Student Undertaking and their references in this Student Undertaking is taken to be as defined below. **Personal Information** has the same meaning as defined in the Privacy Act 1988 (Cth).

**Program IP** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in or in relation to copyright, designs, patents, circuit layouts, plant varieties, know-how, and any other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

**Program Confidential Information** is information which you may be provided with or see during your participation in the Program relating to the business interests, scientific matters, know-how, processes, methodologies, source code, techniques, inventions, clients, stakeholders or affairs of ANSTO or the Industry Partner, but excludes information that is already public knowledge. This Confidential Information may also include the confidential information of ANSTO's or the Industry Partner's customers, clients, contractors or collaborators.

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*In consideration of being permitted to participate in the Program, I agree that I have carefully read this Student Deed Poll in full and agree that I will comply with all the requirements contained within it.*

**Executed as a Deed Poll which is effective immediately upon signature.**

**Signed, sealed and delivered by:**

<b>Student Name:</b>	
<b>Address:</b>	
<b>Contact Phone (mobile):</b>	
<b>Email:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**In the presence of:**

<b>Witness Name*:</b>	
<b>Witness Address:</b>	
<b>Signature:</b>	
<b>Date:</b>	

\*Note: the witness should be independent to this arrangement. They should not be an employee of, or otherwise be affiliated with, ANSTO, the University or Industry Partner.

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Airbus Project Only - Sample