INTELLECTUAL PROPERTY AGREEMENT

This deed is made between:

The University of Western Australia (UWA), 35 Stirling Highway, Crawley, WA, 6009 and

of ____________________________________________ (Contributor)

Background

(a) UWA acknowledges the valuable contribution that the contributor has made to the “What is Population Health Photo Collage Competition” (Competition)

(b) UWA and the Contributor both want to ensure that UWA can use all Intellectual Property developed during the competition by the contributor for educational and promotional purposes.

This deed witnesses that in consideration of the mutual promises contained in this deed, the parties agree:

1 Ownership of Intellectual Property

(a) The Contributor acknowledges that all Intellectual Property rights in any Works, created before the execution of this deed, are the sole property of UWA.

(b) The Contributor assigns to UWA any existing or future Intellectual Property rights that the Contributor may have in the Works.

(c) “Intellectual Property” includes all intellectual and industrial property rights (whether or not registered or registrable) including any rights in respect of copyright, inventions, patents, trade marks, designs, trade secrets, confidential information and know-how.

(d) “Works” includes any information, documentation, data, material, artwork, ideas, inventions, software, source-codes, graphics and any other work of any description, which is created by the Contributor for UWA during the competition.

2 Moral Rights

(a) The Contributor gives UWA unconditional and irrevocable consent to use the Works, despite any moral rights that the Contributor has in the Works. The Contributor acknowledges that this is a genuine consent under the Copyright Amendment (Moral Rights) Act 2000 (Cth) and has not been induced by duress or any false or misleading statement.

(b) Notwithstanding clause 2(a), UWA will, wherever possible and appropriate, acknowledge the valuable contribution made by the Contributor to the competition.

(c) Where UWA fails to comply with its obligations under this clause, the Contributor may exercise any of his rights under common law or statute.

Executed as a deed

Signed by the School of Population Health on behalf of UWA

Signed by Contributor

_____________________________ ▶
print name

_____________________________ ▶
print name

_____________________________ ▶
date

_____________________________ ▶
date