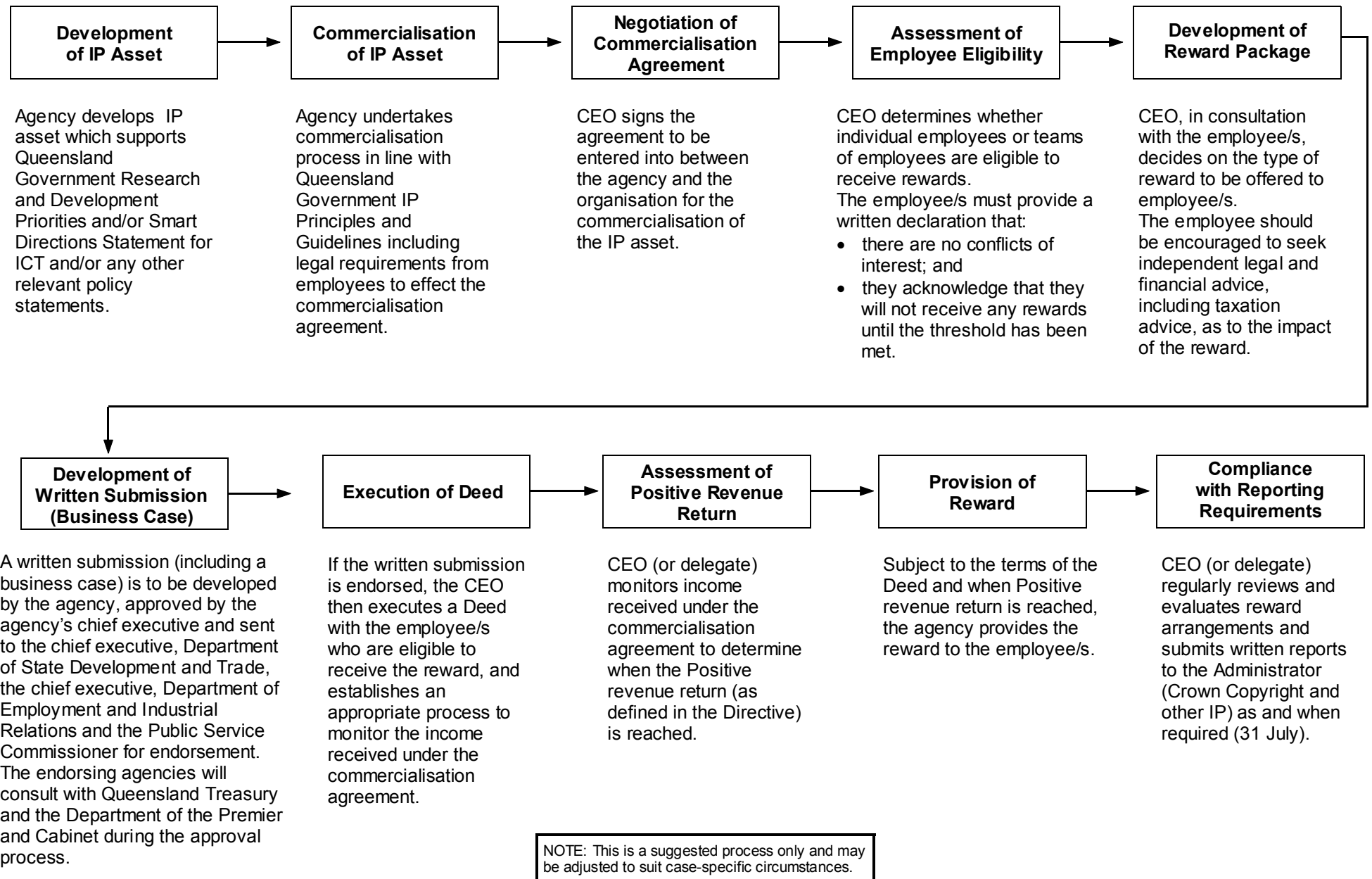


# Approval and Reporting Process

## Rewards for creating commercially valuable intellectual property



**BUSINESS CASE TEMPLATE****Recognition and Rewards for public sector employees who create IP that is successfully commercialised**

<b>APPLICATION NO. (Office use only)</b>	RR XXXX/2007
<b>AGENCY</b>	
<b>ELIGIBLE EMPLOYEE DETAILS</b>	
<i>(To be completed for each employee receiving a reward under this Business Case – all employees receiving a reward for the commercialisation of IP resulting from a project must be included in a single Business Case Application)</i>	
<b>EMPLOYEE NO. 1</b>	
<b>NAME:</b>	
<b>POSITION NO.</b>	
<b>CLASSIFICATION:</b>	
<b>DIVISION/UNIT:</b>	
<b>ADDRESS</b>	
<b>CONTACT DETAILS</b>	Phone: Fax: Email:
<b>DESCRIBE ROLE OF EMPLOYEE IN THE DEVELOPMENT OF THE IP ASSET TO BE COMMERCIALISED</b>	
<i>Include details: (i) employee's position description; and (ii) how the employee contributed to the development of IP Asset and the role of the position</i>	
<b>DETAILS OF PROPOSED REWARDS PACKAGE BETWEEN ELIGIBLE EMPLOYEE AND AGENCY</b>	
<i>Include percentage returns to the eligible employee/s</i>	
<b>HAS THE EMPLOYEE PROVIDED A WRITTEN DECLARATION OF ANY CONFLICTS OF INTEREST AND ACKNOWLEDGEMENT THAT THEY ARE NOT ENTITLED TO ANY REWARD UNTIL THE THRESHOLD LEVEL HAS BEEN REACHED?</b>	If yes, please attach written declaration If no, please obtain written declaration before proceeding

<b>EMPLOYEE NO. 2</b>	
<b>NAME:</b>	
<b>POSITION NO.</b>	
<b>CLASSIFICATION:</b>	
<b>DIVISION/UNIT:</b>	
<b>ADDRESS</b>	
<b>CONTACT DETAILS</b>	Phone: Fax: Email:
<b>DESCRIBE ROLE OF EMPLOYEE IN THE DEVELOPMENT OF THE IP ASSET TO BE COMMERCIALISED</b>	
<i>Include details:</i> (i) <i>employee's position description; and</i> (ii) <i>how the employee contributed to the development of IP Asset and the role of the position</i>	
<b>DETAILS OF PROPOSED REWARDS PACKAGE BETWEEN ELIGIBLE EMPLOYEE AND AGENCY</b>	
<i>Include percentage returns to the eligible employee/s</i>	
<b>HAS THE EMPLOYEE PROVIDED A WRITTEN DECLARATION OF ANY CONFLICTS OF INTEREST AND ACKNOWLEDGEMENT THAT THEY ARE NOT ENTITLED TO ANY REWARD UNTIL THE THRESHOLD LEVEL HAS BEEN REACHED?</b>	If yes, please attach written declaration If no, please obtain written declaration before proceeding
<p><i>(Insert extra rows and columns for additional employees)</i></p>	

<b>INTELLECTUAL PROPERTY DETAILS</b>	
<b>DESCRIBE IP ASSET</b>	
<i>Include legal right (ie patent, copyright, PBR etc) and physical material underlying IP (ie vaccine, software, breed)</i>	
<b>HAS THE IP ASSET BEEN PROTECTED?</b>	If yes, please provide details and registration no. If no, please provide details
<i>e.g. registration numbers for patents, designs, PBR's etc, use of confidentiality agreements etc.</i>	
<b>IP REGISTER REFERENCE</b>	
<i>Has the agency recorded the IP Asset on the WOG IP Register?</i>	
<b>BACKGROUND TO PROJECT RESULTING IN IP ASSET</b>	
<i>Describe how the project which resulted in the development of IP Asset was initiated e.g. funding grant, organisational need, applied research etc.</i>	
<b>COST OF DEVELOPMENT OF IP ASSET</b>	
<i>Please outline relevant costs to date including costs to protect the IP Asset</i>	
<b>GOVERNMENT PRIORITIES</b>	
<b>GOVERNMENT PRIORITY</b>	
<b>QLD R &amp; D PRIORITY</b>	
<b>OTHER GOVERNMENT PRIORITIES (e.g. Smart Directions)</b>	
<b>COMMERCIALISATION DETAILS</b>	
<b>HOW WILL THE AGENCY COMMERCIALISE THE IP ASSET</b>	
<i>Please provide details of the commercialisation pathway to be undertaken by the agency e.g. strategic alliance/partnership, licensing, sale of the IP Asset etc. Include any market analysis and/or any other relevant analysis of commercialisation process. Include reasons for the proposed commercialisation process. Where an agreement has been executed between the agency and a commercialisation partner, please attach the agreement.</i>	
<b>DETAILS OF MANAGING AND</b>	

<b>MONITORING THE COMMERCIALISATION PROCESS</b>	
<i>Details for responsibility of the management and implementation of the commercialisation of the IP Asset.</i>	
<b>KEY MILESTONES OF THE IP COMMERCIALISATION</b>	
<i>Please outline key milestones to be completed and the dates it is expected these milestones will be completed</i>	
<b>COSTS OF COMMERCIALISATION</b>	
<p><i>Please outline estimated costs to commercialise the IP Asset. Commercialisation Costs are costs associated with the process of commercialising the previously developed IP Asset. These costs could include:</i></p> <ul style="list-style-type: none"> <li><i>– Further development of the IP Asset through the apportionment of employee expenses, specialist advice sought to assist in the process and any other costs associated with this process;</i></li> <li><i>– Registration of patent to effectively commercialise the underlying IP Asset;</i></li> <li><i>– Marketing of the resulting commercialised IP Asset to maximise the return to the State;</i></li> <li><i>– Development of prototypes, pilot plants and processes and scale-up facilities; and</i></li> <li><i>– All other costs associated with the process bringing IP Asset to full commercial development.</i></li> </ul>	
<b>ESTIMATED REVENUE RETURN</b>	
<i>Include project forecasts of revenue streams</i>	
<b>ANTICIPATED DATE OF REVENUE NEUTRAL</b>	MONTH, YEAR
<b>INTERNAL APPROVAL PROCESS</b>	
	As required by the Agency
<b>PROJECT TITLE:</b> <b>SUBMITTED BY:</b>  <b>DATE:</b>  <b>ENDORSED / NOT ENDORSED:</b>  <b>Date:</b> _____	

\_\_\_\_\_  
(Signed) DIRECTOR-GENERAL \_\_\_\_\_

(insert Agency name)

**EXTERNAL ENDORSEMENT PROCESS**

**ENDORSED / NOT ENDORSED:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signed)

**DIRECTOR-GENERAL  
DEPARTMENT OF STATE DEVELOPMENT AND TRADE**

**ENDORSED / NOT ENDORSED:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signed)

**DIRECTOR-GENERAL  
DEPARTMENT OF EMPLOYMENT AND INDUSTRIAL RELATIONS**

**ENDORSED / NOT ENDORSED:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signed)

**PUBLIC SERVICE COMMISSIONER**

*Oaths Act 1867 (Qld)*  
**STATUTORY DECLARATION**

QUEENSLAND        }  
TO WIT               }

I, *[#insert name of employee]*, of *[#insert address of employee]*, do solemnly and sincerely declare that:

1. I am employed by *[#insert name of department or agency]* in the position of *[#insert position name, division/unit etc]*.

2. I am *[#the creator/one of the creators]* of the following intellectual property asset (the '**IP Asset**')

*[#insert brief description of IP Asset]*

3. I am aware that the State of Queensland (the '**State**') has entered into an agreement (the '**Commercialisation Agreement**') with *[#insert name of party to Commercialisation Agreement]* (the '**Organisation**').

4. I am aware that a business case is being prepared under Directive No. 2/07 - Rewards for Creating Commercially Valuable Intellectual Property (the '**Directive**') which may result in the State providing a reward or benefit ('**Reward**') to me in relation to my role in the creation of the IP Asset.

5. I acknowledge that the State will not provide any Reward to me unless and until:

(a) the business case has been approved in accordance with the Directive;

- (b) the State receives a Positive revenue return within the meaning of the Directive, ie. where the revenue received by the State, after Revenue neutral, meets or exceeds the Threshold level; and
- (c) I have executed a deed with the State entitled 'Rewards for Creating Commercially Valuable Intellectual Property' (the '**Deed**'), and the Reward is payable in accordance with the terms of the Deed,

whichever occurs last in time.

6. I do not have any direct or indirect ownership or financial, shareholding or other interests in the Organisation, or in any related bodies corporate within the meaning of the *Corporations Act 2001* other than those (if any) set out in the Schedule to this declaration, where 'ownership or financial, shareholding or other interests' means:

- (a) any equity interests, including stock options etc;
- (b) receiving any income or in kind payment from the Organisation; and
- (c) any service with the Organisation as an officer, director, or in any other position in the Organisation, whether or not remuneration is received for such service.

7. I do not have any direct or indirect conflict of interest in relation to the commercialisation of the IP Asset, other than those (if any) set out in the Schedule to this declaration.



**Schedule**

<b>Interests declared under paragraph 6:</b>	[#state 'Not applicable', or insert description of direct or indirect interests referred to in paragraph 6]
<b>Conflicts of interest declared under paragraph 7:</b>	[#state 'Not applicable', or insert description of conflicts of interest referred to in paragraph 7]

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths Act 1867* (Qld).

Signed .....

Taken and Declared before me, at Brisbane this .....day of ....., 20 .....

.....

Solicitor/Barrister/A Justice of the Peace/  
Commissioner for Declarations

## DEED

## Rewards for Creating Commercially Valuable Intellectual Property

*Agencies and/or employees may not delete or vary any of the clauses in this document without seeking prior written approval from the Department of Employment and Industrial Relations and the Department of State Development and Trade.*

PARTIES	
<b>DEED BETWEEN:</b>	
<b>The State:</b>	The State of Queensland acting through:  [insert full name of agency]
<b>AND:</b>	
<b>The Employee:</b>	[insert full name of employee]

DETAILS			
Item	Detail		
1. State's Contact Details	Officer		
	Postal address		
	Telephone		Facsimile
	Email		
2. Employee's Contact Details	Postal address		
	Telephone		Facsimile
	Email		
3. IP Asset	Name		
	Brief Description	[Incorporate documents providing further details, eg. drawings, plans, technical specifications, in Annexure C by referring to them here].	
	Registration numbers	[For patents, designs and plant breeders' rights].	

<p style="text-align: center;"><b>4.</b></p> <p style="text-align: center;"><b>Commercialisation Agreement</b></p>	<p><b>Organisation:</b></p> <p style="text-align: right;">[Insert full name, ABN and address of the Organisation that is party to the Agreement to Commercialise]</p>
	<p><b>Title of Agreement:</b></p> <p style="text-align: right;">[Insert full title of agreement]</p>
	<p><b>Date executed:</b></p>
	<p><b>Term:</b></p> <p style="text-align: right;">[including commencement date if does not commence on execution, and any options]</p>
	<p><b>Copy attached?</b></p> <p style="text-align: right;">[Yes/No – consider sensitivity of document]</p>
	<p><b>Commercialisation terms:</b></p> <p style="text-align: right;">[Insert references to clauses in the Commercialisation Agreement, or summarise commercialisation terms in sufficient detail if agreement is not to be attached].</p>
<p style="text-align: center;"><b>5.</b></p> <p style="text-align: center;"><b>Reward</b></p>	<p><b>Calculation and payment of Reward: May include percentage of royalties, one off payment, fixed payment per annum.</b></p> <p style="text-align: right;">[Insert particulars from the Approved Business Case]</p>
	<p><b>Reward Cap:</b></p> <p style="text-align: right;">[Insert \$100,000 or a higher or lower amount as determined in accordance with the Directive]</p>
	<p><b>Details of bank account into which the Reward shall be paid:</b></p> <p style="text-align: right;">[Insert Employee's account name and number, bank and BSB]</p>
<p style="text-align: center;"><b>6.</b></p> <p style="text-align: center;"><b>Other interests in the IP Asset</b></p>	<p>[Insert details of any interests in the IP Asset held by any person other than the State (eg. universities and commercial partners), including the full name of such persons and the circumstances (such as co-development) or agreements that gave rise to those interests]</p>

## BACKGROUND

- A. The Employee has Created the IP Asset in connection with the Employee's employment by the State.
- B. The State has entered into the Commercialisation Agreement with the Organisation and expects to receive revenue from the commercialisation of the IP Asset.
- C. The State has elected to provide the Reward to the Employee pursuant to *Directive No. 2/07 (Rewards for Creating Commercially Valuable Intellectual Property)* subject to and in accordance with the terms of this Deed.

## TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions: In this Deed:

- (a) **Business Case** means the business case submitted to the chief executive of the Department of State Development and Trade, the chief executive of the Department of Employment and Industrial Relations and the Public Service Commissioner concerning the payment of the Reward to the Employee in accordance with the terms of this Deed;
- (b) **Commencement Date** means the date on which the last Party executes this Deed;
- (c) **Commercialisation Agreement** means the agreement between the State and the Organisation entered into for the purposes of commercialising the IP Asset and specified in Item 4 of the Details;
- (d) **Created and Creator** have the same meanings as in the Directive;
- (e) **Details** means the table of details included at the head of this Deed;
- (f) **Deed** means this deed between the State and the Employee;
- (g) **Directive** means *Directive No. 2/07 (Rewards for Creating Commercially Valuable Intellectual Property)* as amended from time to time, and of which a copy current as at the Commencement Date is Annexure A to this Deed;
- (h) **Financial, shareholding or other interest** has the same meaning as in the Directive;
- (i) **Intellectual Property** has the same meaning as in the Directive;
- (j) **IP Asset** means the IP Asset specified in Item 3 of the Details;
- (k) **Party** means the State or the Employee;
- (l) **Positive revenue return** has the same meaning as in the Directive;
- (m) **Revenue** means income received by the State for the commercialisation of the IP asset;
- (n) **Reward** means the reward calculated in accordance with Item 5 of the Details;

- (o) **Reward Cap** means the Reward Cap specified in Item 5 of the Details;
- (p) all other terms defined in the Directive, but not defined in this Deed, have the same meaning in this Deed, unless the context indicates otherwise.

## 1.2 Interpretation:

- (a) headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation;
- (b) the Details form part of this Deed, excluding the notes in square brackets (eg. '[note]');
- (c) words importing the singular will include the plural and vice versa, words importing a gender will include other genders;
- (d) a reference to a person will be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not), or, where a position is nominated, the individual occupying that position;
- (e) Annexure B (Commercialisation Agreement) does not form part of this Deed, but is for information only;
- (f) a reference to an Act or other instrument in this Deed is a reference to that instrument as amended or replaced from time to time;
- (g) something is 'material' if the State determines it to be so at its absolute discretion; and
- (h) to the extent of any inconsistency between this Deed and the Directive, the Directive will prevail.

## 2. REWARD

- 2.1 Subject to the terms of this Deed, the State will provide the Reward to the Employee at the times and in the manner set out in Item 5 of the Details.
- 2.2 The State may withhold or deduct from any payment of the Reward to the Employee any amounts the State may be required by law to withhold (such as PAYG withholding under the *A New Tax System (Pay As You Go) Act 1999* (Cth), if applicable), or to pay to any government in tax or otherwise, in respect of the payment.

## 3. EMPLOYEE'S WARRANTIES AND OBLIGATIONS

- 3.1 **Obligations:** The Employee must, at the request of the State, do all things reasonably necessary (including but not limited to executing any documents) to:
  - (a) give full effect to this Deed;
  - (b) confirm and perfect the State's ownership of the IP Asset or the rights any person acquires in relation to the IP Asset through the State;
  - (c) assist the State and, as directed by the State, the Organisation in commercialising the IP Asset in accordance with the Commercialisation Agreement; and

- (d) assist the State and the Organisation in prosecuting the Intellectual Property in the IP Asset and any associated rights against any third party.

**3.2 Acknowledgements:** The Employee acknowledges and agrees that:

- (a) subject to clause 3.3(b), and any rights granted by the State to third parties, the State owns all rights in relation to the IP Asset;
- (b) the State is not obliged to make any payment or provide any other benefit to the Employee in relation to the use or commercialisation of the IP Asset except as set out in this Deed;
- (c) the State is not obliged to consult with the Employee in relation to the use or commercialisation of the IP Asset;
- (d) a Reward will only be payable under this Deed if the State receives a Positive revenue return;
- (e) the State makes no representation that the IP Asset will be commercialised or as to the prospects of successful commercialisation of the IP Asset or the amount of the Reward, if any, likely to be received by the Employee;
- (f) the Reward does not and is not intended to reflect the commercialisation value of the IP Asset;
- (g) the State may in its absolute discretion choose whether or not to:
  - (i) prosecute any infringement of the Intellectual Property in the IP Asset by any third party;
  - (ii) enforce or prosecute any breach by the Organisation of the Commercialisation Agreement, or any other legal wrong affecting the Revenue;
  - (iii) terminate the Commercialisation Agreement whether in accordance with its terms, by agreement with the Organisation, or in any other circumstances; or
  - (iv) seek or maintain any statutory registration or other protection of the IP Asset;

and

- (h) the State will not be liable to the Employee (and the Employee releases the State from any liability) for any claims, losses, damages or expenses whatsoever arising in connection with the State's conduct in relation to the commercialisation of the IP Asset, including without limitation any failure to pursue commercialisation opportunities or protect the IP Asset, any breach of the Commercialisation Agreement or termination of the Commercialisation Agreement in any circumstances whatsoever, regardless of the effect those circumstances may have on payments of the Reward.

**3.3 Warranties:** The Employee warrants, represents and declares to the State that:

- (a) the Employee is a Creator of the IP Asset;
- (b) to the Employee's knowledge, and excluding the Commercialisation Agreement, there are no interests, licences, encumbrances or other dealings regarding the IP Asset which are not disclosed in Item 6 of the Details;

- (c) the Employee does not have any direct or indirect ownership or Financial, shareholding or other interest in the Organisation, or in any related bodies corporate within the meaning of the *Corporations Act 2001* that it has not already declared to the State in the statutory declaration submitted with the Business Case, and if the Employee becomes aware of any such interest, the Employee will immediately notify the State; and
- (d) the Employee does not have any direct or indirect conflict of interest in relation to the commercialisation of the IP Asset that it has not already declared to the State in the statutory declaration submitted with the Business Case, and if the Employee becomes aware of any such conflict of interest, the Employee will immediately notify the State.

3.4 **Moral Rights:** The Parties agree that the Employee will assist the State to give effect to the Commercialisation Agreement including, if not already done so, by providing, if required, an appropriate written moral rights consent which will enable the State and the Organisation to undertake any acts or omissions to give effect to the Commercialisation Agreement which might otherwise infringe the Employee's moral rights (if any) in relation to the IP Asset.

3.5 **Indemnity:** The Employee indemnifies the State against any claims, losses, damages or expenses whatsoever it may incur as a result of the Employee's breach of the terms and conditions of this Deed or any false warranty, representation or declaration given by the Employee in or in relation to the IP Asset, this Deed or the Business Case.

#### 4. TERM

4.1 This Deed commences on the Commencement Date and subject to the terms of the Deed continues until the earlier of the following occurs:

- (a) the Employee ceases to be employed by the State;
- (b) the Reward (inclusive of GST) paid to the Employee is equal to the Reward Cap;
- (c) the Commercialisation Agreement terminates or expires;
- (d) Intellectual Property in the IP Asset is revoked or expires;
- (e) the death of the Employee, unless the death occurs while the Employee is still employed by the State, in which case the benefit of the Reward under clause 2 will pass with the estate of the Employee, subject to:
  - (i) the acknowledgements in clause 3.2;
  - (ii) the Employee's executor or beneficiaries complying with the Employee's obligations under this Deed to the extent practically possible; and
  - (iii) all other terms of this Deed.
- (f) it becomes unlawful for the State to perform its obligations under this Deed; or
- (g) termination of the Deed in accordance with clause 4.2.

4.2 The State may terminate this Deed at any time by written notice to the Employee if:

- (a) the Employee breaches any provision of this Deed, the breach is capable of remedy and the Employee does not remedy the breach within 14 days after written notice to the Employee requiring it to be remedied;
- (b) the Employee breaches any material provision of this Deed and the breach is not capable of remedy;
- (c) the Employee commits an act of bankruptcy, is made bankrupt or enters into a scheme of arrangement or an arrangement with creditors under Part X of the *Bankruptcy Act 1966* (Cth), or a bankruptcy petition is presented against the Employee;
- (d) a warranty, representation or declaration given by the Employee in or in relation to this Deed or the Business Case is materially incorrect;
- (e) the Employee is found to be guilty of any misconduct, or is otherwise subject to disciplinary action of any nature, including but not limited to disciplinary action taken pursuant to Part 6 of the *Public Service Act 1996*, whether that misconduct or the conduct giving rise to the disciplinary action occurred prior to or after the execution of this Deed; or:
- (f) the State becomes aware that the Employee has an interest or a conflict of interest referred to in clauses 3.3(c) or (d) that in the reasonable opinion of the State materially affects or has the potential to materially affect the commercialisation of the IP Asset or the amount of the Reward.

4.3 On termination of this Deed under this clause 4:

- (a) the Employee's entitlement to the Reward or any other payment in relation to the commercialisation of the IP Asset ceases; and
- (b) the State retains its rights against the Employee in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

4.4 The following clauses will survive termination or expiration of this Deed:

- (a) clause 3 (Employee's Warranties and Obligations);
- (b) clause 6 (Other Conditions of Employment);
- (c) clause 7 (Confidentiality); and
- (d) any other clause to the extent reasonably necessary to interpret these clauses.

## 5. ASSIGNMENT

5.1 The Employee may not assign or otherwise deal with this Deed without the prior written consent of the State.

5.2 The State may assign or transfer all or any of its rights or obligations under this Deed by notice in writing to the Employee.

## 6. OTHER CONDITIONS OF EMPLOYMENT

6.1 Approved Rewards under this Directive will apply in addition to, but separate from, other employment conditions prescribed in applicable awards, certified agreements, contracts of employment, former determinations of the Governor-in-Council or a Directive (eg Rewards are to be paid or provided to an



Employee, as agreed in the executed deed, regardless of whether the employee is full time, part time or on paid or authorised unpaid leave).

- 6.2 Employer and Employee superannuation contributions are to be based on the Employee's Superannuable salary. The Employee's Superannuable salary does not include Rewards under this Deed.

## **7. CONFIDENTIALITY**

- 7.1 **Confidential Information** means information of which the Employee becomes aware as a direct or indirect result of the Employee's involvement with the IP Asset, and:

- (a) the Employee knows, or ought to know, is confidential to the State or to the Organisation; or
- (b) is communicated by the State or the Organisation to the Employee as confidential,

whether before or after the date of this Deed.

- 7.2 Subject to clauses 7.1(a) and (b) above, Confidential Information includes, without limitation, information included in, extracted from or otherwise concerning:

- (a) the IP Asset and the commercialisation of the IP Asset;
- (b) the Revenue and the amount of the Reward; and
- (c) the terms of this Deed and the terms of the Commercialisation Agreement,

but does not include information to the extent that it:

- (d) is lawfully received by the Employee from a third party (other than the Organisation) who is not bound by a duty of confidentiality;
- (e) has become public knowledge (other than through a breach of an obligation of confidence by the Employee); or
- (f) has been independently developed or released by the Employee without reference to the State's Confidential Information and without breaching any other obligations of confidence owed to the State.

- 7.3 The Employee:

- (a) must use reasonable endeavours to keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to them;
- (b) must not, without the prior written approval of the State, use, make public or disclose to any person any Confidential Information;
- (c) must immediately notify the State if the Employee becomes aware of any unauthorised use or disclosure of the Confidential Information;

- (d) may disclose Confidential Information only:
  - (i) to the extent required by law, provided that the Employee must use best endeavours to immediately notify the State prior to the information being disclosed; and
  - (ii) to the Employee's professional legal or financial advisors for the purpose of obtaining advice;and
- (e) acknowledges that disclosure of Confidential Information will cause the State harm that cannot be adequately compensated by damages, and that the State may obtain interlocutory injunctions and any other orders necessary to restrain the disclosure of any Confidential Information.

7.4 The Employee must not publish or submit for publication any information, manuscripts or articles in relation to the IP Asset without obtaining the prior written approval of the State.

## **8. NOTICES**

8.1 Notices must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission to a Party at the address specified in the Details, or such other address subsequently notified by the Party to the other Party.

8.2 Notices will be deemed to be given:

- (a) two days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand; or
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, prior to 5:00 pm on any business day in Queensland, and if after 5:00 pm the notice will be deemed to be given at 9:00 am on the next business day.

## **9. CHANGES TO POLICY AND/OR LEGISLATION**

In the event of changes to State Government or Commonwealth policy or legislation, the State reserves the right to review and amend any part of this Deed and other supporting documentation without prior notice, to ensure its compliance with the policy or legislation.

## **10. GENERAL**

10.1 A right under the Deed will only be waived where the waiver is in writing and is signed by the relevant Party, and a waiver by either Party will not prejudice its rights in respect of any subsequent breach of the Deed by the other Party.

10.2 The Deed will be governed by and construed in accordance with the law of the State of Queensland, and the Parties submit to the non-exclusive jurisdiction of the courts of that State.

10.3 The Deed constitutes the entire agreement between the Parties in relation to its subject matter except as provided under clause 6.

10.4 The invalidity or unenforceability of any one or more of the provisions of this Deed will not invalidate or render unenforceable the remaining provisions of the Deed. Any illegal or invalid provision of the Deed will be severable and all other provisions will remain in full force and effect.

**11. GST**

11.1 In this clause, 'GST', 'Taxable Supply' and 'Tax Invoice' have the meanings given in *A New Tax System (Goods and Services Act) 1999* (Cth).

11.2 The parties acknowledge that any supplies by the Employee to the State under this Deed are not Taxable Supplies because they are done in the course of furtherance of an activity, or series of activities done by the Employee as an employee.

**Executed as a Deed** by the Parties on the dates set out below:

**SIGNED, SEALED AND DELIVERED** for )  
and on behalf of the **STATE OF QUEENSLAND** )  
 )  
 )  
on the            day of                            200\_ )  
 )  
by )  
 )  
..... (insert name) ) .....  
the Authorised Officer ) (signature of Officer)  
 )  
before me: )  
 )  
..... (insert name) ) .....  
a J.P./Solicitor or C.Dec ) (signature of Witness)

**SIGNED, SEALED AND DELIVERED** )  
 )  
on the            day of                            200\_ )  
 )  
by )  
 )  
..... (insert name) ) .....  
the Employee ) (signature of the Employee)  
 )  
before me: )  
 )  
..... (insert name) ) .....  
a J.P./Solicitor or C.Dec ) (signature of Witness)

## ANNEXURES

- A. *Directive No.2/07 (Rewards for Creating Commercially Valuable Intellectual Property)*
- B. Commercialisation Agreement
- C. IP Asset Details

**SUMMARY OF ELIGIBLE EMPLOYEES TEMPLATE**

**Rewards for creating commercially valuable intellectual property**

(To be submitted by 31 July of each year)

**Agency:**

Employee Name	Employee Position No.	Business Case Application No.	Execution Date of Deed	(Anticipated) Revenue Neutral Date★	Total Commercialisation Costs to Date	Revenue earned to date	Payments Made to Employee*	Date of Payment*

*\* Include all employees who have signed a deed under Directive 2/07 Rewards for Creating Commercially Valuable Intellectual Property whether or not a payment has been made under that agreement*

*★If Anticipated Revenue Neutral Date has altered from the date provided in the Business Case Application, please provide a short statement about why the change has occurred.*