

Expanded Explanation of Intellectual Property Clause

1.1 The Employee:

- (a) presently assigns to the Employer all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created generated or developed by the Employee (whether alone or with the Employer or other employees, agents or contractors of the Employer), whether created, generated or developed during business hours or otherwise, for use by the Employer;
- (b) acknowledges that by virtue of this clause all such existing rights are vested in the Employer and, on their creation, all such future rights will vest in the Employer;
- (c) must not use, copy or reproduce any of the intellectual property of the Employer other than for the purpose of the Employees employment or as approved in writing by the Employer;
- (d) must do all things reasonably requested by the Employer to enable it to assure further the rights assigned under this clause; and
- (e) voluntarily and unconditionally consents to all or any acts or omissions by the Employer, or persons authorised by the Employer, in relation to any and all works made or to be made by the Employee (whether before or after this consent is given) during the employment with the Employer which would otherwise infringe the Employee's Moral Rights.

1.2 **Intellectual Property Rights** means all intellectual property rights including, without limitation: patents, significant copyright works, registered designs, trademarks (both registered and unregistered), business and trade names, and the right to have Confidential Information kept confidential.

1.3 **Moral Rights** means, in relation to any copyright works that the Employee may author in the course of the Employee's employment by the Employer, the right of attribution, the right to prevent false attribution, and the right of integrity.