



University of Canberra

Student Project Agreement

University of Canberra (**University**)

(**Partner**)

Details

Date

Parties

Name University of Canberra
ABN 81 633 873 422
Short form name **University**
Address details 11 Kirinari Street Bruce ACT 2617

Name
ABN
Short form name **Partner**
Address details

Background

- A The University and Partner wish to collaborate to enable University students to undertake an industry project, in consultation with the Partner, that will:
- (a) provide the students with an opportunity to gain practical industry experience for academic credit as party of their university studies; and
 - (b) provide the Partner with
- B This Agreement sets out the terms and conditions upon which:
- (a) the Project will be conducted; and
 - (b) the Project IP will be assigned to the Partner.

Agreed terms

1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this agreement:

- (a) **Agreement** means this agreement and includes the schedules and annexure to this agreement;
- (b) **Background IP** means Intellectual Property Rights owned or controlled by a party (excluding a Student), including Intellectual Property Rights created prior to or independently of this Agreement or the Project, which the party determines, in its sole discretion, to make available to the other party in connection with this Agreement or the Project;
- (c) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

- (d) **Confidential Information** means information that:
- (i) is by its nature confidential; or
 - (ii) the party receiving the information knows, or ought to know, is confidential,
- but does not include information that:
- (iii) is or becomes public knowledge otherwise than by a breach of this Agreement or any other confidentiality obligation between the parties; or
 - (iv) was in the possession of the receiving party when it was given to it by the disclosing party, and the receiving party had acquired the information other than from the disclosing party;
- (e) **Course Work** means the weekly log and reflection assessment, which is required to be completed by the Student as part of the Unit, and any other relevant individual assessable tasks as incorporated into the Unit from time to time;
- (f) **Deed Poll** means a deed poll substantially in the form of Schedule 3;
- (g) **Expiry Date** means the date set out in Item 5 of Schedule 1;
- (h) **GST** means the same as 'GST' means in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (i) **Intellectual Property Rights** means:
- (i) all copyright and analogous rights;
 - (ii) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts, software and code and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and
 - (iii) all rights to register, rights in applications for the registration of and rights to extend or renew the registration of any of the foregoing,
- whether created or in existence before, on or after the date of this Agreement and whether existing in Australia or otherwise;
- (j) **Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth);
- (k) **Project** means the project described in Item 1 of the Schedule 1;
- (l) **Project Brief** means the project brief and plan as set out in Schedule 2;
- (m) **Project IP** means Intellectual Property Rights which are created, developed, or discovered as a result of conduct the Project, including any data and information created by or resulting from the Student participating in the Project, but excludes copyright in the Student's Course Work;
- (n) **Student** means a student enrolled in the Unit and taking part in the Project pursuant to this Agreement;
- (o) **Term** has the meaning giving in clause 2.1; and
- (p) **Unit** means the University approved unit number 9785 titled 'Information & Communication Technology Project'.

All other capitalised terms are as defined in the Details or Schedule or as within clauses in this Agreement.

Interpretation

- 1.2 In this Agreement, except where the contrary intention is expressed:
- (a) another grammatical form of a defined word or expression has a corresponding meaning;
 - (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - (d) a reference to a party is to a party to this Agreement and includes the party's executors, administrators, successors and permitted assignees and substitutes;
 - (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (i) headings are for ease of reference only and do not affect interpretation.

2 TERM

- 2.1 This Agreement commences on the date of this Agreement and, unless terminated earlier pursuant to its terms or at law, expires on the Expiry Date or any later date agreed to in writing by the parties (**Term**).

3 PROJECT FUNDS

- 3.1 Subject to the provisions of this Agreement, the Partner will pay the Project Funds to the University upon receipt of an invoice and otherwise in accordance with Item 3 of Schedule 1.
- 3.2 The University must use the Project Funds only for the Project.
- 3.3 Unless otherwise stated in this Agreement, all amounts payable under or in connection with this Agreement are exclusive of GST.

4 PROJECT

Conduct of the Project

- 4.1 The University agrees:
- (a) to use all reasonable endeavours to ensure the Students undertake the Project as part of their completion of the Unit in accordance with the terms and conditions of this Agreement; and
 - (b) it will ensure that the University Supervisor set out in Item 4 of Schedule 1 provides academic supervision to the Students throughout the conduct of the Project.
- 4.2 The Partner agrees:
- (a) to attend sessions and workshops required for the Project and Unit, as set out in the Project Brief or as agreed between the University and the Partner; and
 - (b) where in the performance of this Agreement, the Partner enters the University premises, the Partner will comply with any requirements relating to access, behaviour, health and safety, and other reasonable directions from the University.
- 4.3 The Partner and the University will ensure that the Project is undertaken in accordance with the requirements of the Project Brief (if any).
- 4.4 The University and the Partner agree to consult and co-operate with each other to resolve and manage all issues arising under this Agreement.

Student Deed Polls

- 4.5 The University must:
- (a) before the completion of the Unit, use its best endeavours to obtain from each Student a duly completed and executed Deed Poll; and
 - (b) within 20 Business Days of a Deed Poll having been executed in accordance with this clause 4.3, provide that Deed Poll to the Partner.

5 INTELLECTUAL PROPERTY AND MORAL RIGHTS

Background IP

- 5.1 Nothing in this clause 5 affects the ownership of, including any Intellectual Property Rights in, any Background IP of the Partner or the University.

- 5.2 Subject to clause 6, the Partner grants to the University a royalty free, non-exclusive licence (including a right to sublicense to the Students) to use its Background IP to the extent that it is necessary for the performance of the Project and assessment of the Students' assignments and assessable tasks.

Project IP

- 5.3 All Project IP will be owned by the Partner and, to the extent necessary to give full effect to this, the University assigns to the Partner all of its rights, title and interest in the Project IP.
- 5.4 The parties acknowledge that for each Student who owns Project IP, the Deed Poll includes an assignment by that Student to the Partner of all of the Student's rights, title and interest in and to the Project IP.

Course Work

- 5.5 The Partner agrees that the Student will retain copyright in any Course Work created by the Student to meet the assessment requirements of the Unit. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that no restriction may be placed on the Student's ability to lodge his or her work and assessments for examination, or on the University's ability to assess a Student's assessable tasks, including the Course Work.

Moral Rights

- 5.6 To the extent permitted by law, the University must not, and must take all reasonable steps to ensure that its Students and employees do not, sue, enforce any claim, bring any action or exercise any remedy in respect of any breach of alleged breach of any person's Moral Rights in respect of the Project IP by:
- (a) the Partner; or
 - (b) any third party to whom the Partner sublicences, or grants any other right to use, possess, modify, vary or amend any Project IP.
- 5.7 The parties acknowledge that the Deed Poll includes a Moral Rights consent by each Student to the Partner in relation to the use of his or her Project IP, including without attribution of authorship. Without limited clause xx of the Deed Poll, the Partner will attribute the Student(s) as the author or inventor of the Project IP or part of the Project IP wherever it is appropriate to do so.

6 CONFIDENTIALITY

- 6.1 Other than as set out further in this clause 6, the parties must not disclose any Confidential Information without the prior written consent of the other party.
- 6.2 Disclosure of Confidential information will not be taken to be a breach of this Agreement to the extent that:
- (a) the Confidential Information is disclosed by a party to its employees or legal advisers or solely in order to comply with obligations, or to exercise rights, under this Agreement; or
 - (b) the disclosure is authorised or required by law.

7 TERMINATION

- 7.1 This Agreement may be terminated by either party for any reason on 30 days written notice.

8 DISPUTE RESOLUTION

- 8.1 If a difference or dispute (**Dispute**) arises in relation to any provision of this Agreement, either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- 8.2 Nothing in this clause 8 will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

9 NOTICES

- 9.1 Notices under this Agreement may be delivered by prepaid postage, by hand, or by email to the address of the parties set out in the Details, such other address as either party may specify by notice in writing to the other.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to be given:
- (a) is posted – 3 Business Days after deposit in the mail;
 - (b) by hand - when delivered;

- (c) by email – on the day it is sent, unless it is sent on a day that is not a Business Day, in which case it will be deemed to be delivered on the next Business Day.

10 GENERAL

- 10.1 **(No assignment)**: Neither party is entitled to assign, novate, transfer or otherwise dispose of all or any part of its rights and/or obligations under this Agreement without the prior written consent of the other party.
- 10.2 **(Relationship of parties)**: Nothing in this Agreement creates a partnership, joint venture, fiduciary, employment or agency relationship between the University and the Partner.
- 10.3 **(Variation)**: No amendment or variation of this Agreement is valid or binding on a party unless made in accordance with the provisions of this Agreement or otherwise in writing executed by both parties.
- 10.4 **(Entire agreement)**: To the extent permitted by law and in relation to its subject matter, this Agreement embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties, and supersedes any prior agreement of the parties.
- 10.5 **(Governing law)**: This Agreement is governed by, and construed according to, the laws of the Australian Capital Territory. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those aforementioned courts, with respect to any proceedings which may be brought in connection with this Agreement.
- 10.6 **(Counterparts)**: This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. All such counterparts taken together will be deemed to constitute one and the same agreement.
- 10.7 **(Survival of clauses)**: All provisions of this Agreement which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of this Agreement will survive the rescission, termination or expiration of this Agreement, including any provision in connection with confidentiality, intellectual property rights and any right or obligation arising on termination or expiry of this Agreement.

Signing page

EXECUTED as an agreement.

DATED:

SIGNED for and on behalf of the **UNIVERSITY OF CANBERRA** in the presence of:

Signature of authorised officer

Signature of witness

Print name and position

Print name

SIGNED for and on behalf of the

Signature of director

Signature of director/secretary

Print name

Print name

Schedule 1– Project Details

	Item	Description
1.	Project	
2.	Project Funds	[insert – if no Project Funds payable, we recommend inserting \$1 payable on demand to ensure that there is some consideration]
3.	Payments	<p>(a) The Project Funds are payable as a lump sum. An invoice may be rendered on or after the date of this Agreement.</p> <p>(b) Except if otherwise provided in this Agreement, the Project Funds are payable within 30 days of receipt by the Partner of an Invoice.</p>
4.	University Supervisor	<p>Name:</p> <p>Email:</p> <p>Phone:</p>
5.	Expiry Date	

Schedule 2 – Project Brief

Schedule 3 – Deed Poll

STUDENT ASSIGNMENT OF INTELLECTUAL PROPERTY DEED POLL

This Deed Poll is made on _____ day of _____ 2023.

by:

_____ of _____ (Student)

in favour of:

_____ (ABN _____) of _____ (Partner)

Background

- A. The University of Canberra (**University**) and the Partner have agreed to collaborate under the Student Project Agreement (**Agreement**) dated _____ to provide UC students with an opportunity to conduct a project entitled (**Project**) as part of the unit number _____ (**Unit**).
- B. This deed poll sets out the terms and conditions on which the Student:
- (a) assigns the Student's Intellectual Property Rights in the Project IP to the Partner; and
 - (b) provide Moral Rights consent to the Partner in respect of its use of the Project IP.

The Student acknowledges and agrees that:

1. Definitions

1.1 For the purposes of this Deed Poll:

(q) **Confidential Information** means information that:

(v) is by its nature confidential; or

(vi) the party receiving the information knows, or ought to know, is confidential,

but does not include information that:

(vii) is or becomes public knowledge otherwise than by a breach of this Agreement or any other confidentiality obligation between the parties; or

(viii) was in the possession of the receiving party when it was given to it by the disclosing party, and the receiving party had acquired the information other than from the disclosing party;

(r) **Course Work** means the weekly log and reflection assessment, completed by the Student as part of the Unit, and any other relevant individual assessable tasks as incorporated into the Unit from time to time;

(s) **Intellectual Property Rights** means:

(i) all copyright and analogous rights;

(ii) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including services marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts, rights in software or code and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and

(iii) all rights to register, rights in applications for the registration of, and rights to extend or renew the registration of any of the foregoing,

whether created or in existence before, on or after the date of this Deed Poll and whether existing in Australia or otherwise;

(t) **Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth);

- (u) **Project** means the project entitled _____ ; and
- (v) **Project IP** means Intellectual Property Rights which are created, developed, or discovered as a result of conduct the Project, including any data and information created by or resulting from the Student participating in the Project, but excludes copyright in the Student's assessable course work.

2. Intellectual Property Rights

- 2.1 The Student assigns to the Partner any and all rights, title and interest (both legal and beneficial) in the Project IP, together with any associated common law rights arising from the use of the Project IP, with effect on and from the date of this Deed Poll.
- 2.2 The Student agrees that the Partner may modify or adapt the Project Results as it sees fit to meet its requirements.
- 2.3 This IP assignment will not extend to copyright in the Student's Course Work. The Student will remain the owner of the copyright subsisting in their Course Work. Nothing in this Deed Poll prohibits the Student from submitting all assessments and assignments required in order to satisfy the requirements of the Unit.

3. Moral Rights consent

- 3.1 The Student:
 - (a) consents to, and waives any rights in relation to, the Partner or any third party, to whom the Partner sublicences or grants any other right to use, possess, modify, vary or amend the Project IP (**Associated Persons**):
 - (i) failing to acknowledge the Student's authorship of the Project IP;
 - (ii) falsely attributing authorship of the Project IP;
 - (iii) making any modification, variation or amendment of any nature whatsoever to the Project IP; and
 - (b) without limiting clause 3.1(a), consents to, and waives any rights in relation to, any of the Partner or Associated Persons:
 - (i) altering the Project IP by adding to, or removing elements from, the Project IP, including without limitation editing, altering, modifying or expanding the Project IP;
 - (ii) incorporating the Project IP into other works of any kind in any medium now known or later invented;
 - (iii) using the Project IP, or any part of the Project IP or any other work derived from the Project IP, in conjunction with other material of any kind; and
 - (iv) doing any of the acts referred to in paragraphs (i), (ii) and (iii) in relation to any:
 - (A) adaptation of the Project IP or any part of such adaptation;
 - (B) other work derived from or based on the Project IP or any part of such other work; and
 - (C) omitting to attribute the authorship of the Project IP.

4. Confidentiality

- 4.1 The Student undertakes to:
 - (a) not disclose the Confidential Information to any person (apart from personnel involved in the Research Project) without the written approval of UC, which may be given by the Student's supervisor for the Research Project;
 - (b) not to disclose the Confidential Information for purposes other than for the Research Project; and
 - (c) keep and store the Confidential Information secure from unauthorised access.

5. Undertakings

- 5.1 The Student warrants and undertakes to UC that to the best of her/his knowledge, she/he has the right and authority to enter into this Deed Poll.

6. Survival

- 6.1 The Student understands that the obligations in this Deed shall survive the cessation of the Project and the Student's enrolment at UC.

7. Governing Law

- 7.1 This Deed Poll shall be governed by, and constructed in accordance with, the laws of the Australian Capital Territory.

EXECUTION

By signing this Deed Poll, you acknowledge and agree that:

- A. you have read this Deed Poll in full and have had a reasonable opportunity to obtain independent legal advice and enter into this Deed Poll freely and voluntarily on the basis of that advice;
- B. you assign to the Party all of your rights, title and interest (both legal and beneficial) in the Project IP, together with any associated common law rights arising from the use of the Project IP with effect on and from the date of this Deed Poll; and
- C. you have provided various Moral Rights consents in relation to the use of the Project IP as set out in this Deed Poll.

Executed as a Deed Poll

Signed, sealed and delivered by the Student in the presence of:

Signature of Witness
Date:

Signature of Student
Date:

Name of Witness

Name of Student