

SCHEDULE A

PRO FORMA STUDENT UNDERTAKING

Cooperative Education for Enterprise Development (CEED)
Student undertaking and project acceptance

THIS DEED is made on

the day of 200.....

BY:

.....
Student Name

.....
Student Address

.....
(the "Student")

RECITALS:

- A. The Student is or will be working on the CEED Project.
- B. UWA has or intends to enter into a CEED Project Agreement with an Industry Partner to enable the Student to work on the CEED Project.
- C. Under the terms of the CEED Project Agreement, UWA must ensure that the Student enters into this deed.

NOW THIS DEED WITNESSES:

1. INTERPRETATION

In this Deed, unless the context otherwise requires:

"CEED" means the Cooperative Education for Enterprise Development program at UWA.

"CEED Office" means the office of CEED at UWA.

"CEED Project" means the CEED project entitled "[*Project Title*]" to be carried out by the Student.

"CEED Project Agreement" means the agreement entered into or to be entered into between UWA and the Industry Partner in relation to the CEED Project.

"Confidential Information" means all information in any form whatsoever (whether written, oral or otherwise) developed by either UWA, the Industry Partner, the Student or any of the Other Students or disclosed by either UWA or the Industry Partner, in the course of the CEED Project, but excludes:

- a) information which is in the public domain at the time it is received by the Student or which enters the public domain other than by a breach of this Deed;
- b) information which the Student can demonstrate was in his or her possession prior to commencement of the CEED Project; or

c) information which the Student can demonstrate was received on a non-confidential basis from a third party source which did not itself acquire the same, directly or indirectly, from either UWA or the **Industry Partner**.

“Industry Partner” means the party named as ‘Enterprise’ in the CEED Project Agreement.

“Other Students” means the students who are or will be working on the CEED Project other than the Student.

“Project IP” means any intellectual property that is created or arises as a result of the individual or joint activity of those involved in the CEED Project (including the Student).

“Student’s Thesis or Other Works” means the written academic thesis or report of the Student presented to UWA as part of the Student’s academic assessment and other works created by the Student that are suitable for publication that relate to the CEED Project.

“UWA” means the University of Western Australia.

2. OBLIGATIONS OF THE STUDENT

2.1. The Student agrees to:

2.1.1. attend the CEED student induction program and other training as may be arranged in relation to the CEED Project;

2.1.2. work on the CEED Project at the location to be advised by the Industry Partner for a minimum period of [0-8] weeks during UWA vacation periods, or for an equivalent period as agreed between UWA, the Industry Partner and the Student;

2.1.3. undertake the undergraduate, Honours or postgraduate course required by the CEED Project if invited to do so by UWA;

2.1.4. present a written report detailing the progress of the CEED Project each month (for all except PhD projects) or quarterly (for PhD projects) to an appropriate representative of the Industry Partner (mentor), the Student’s supervisor at UWA and the CEED Office;

2.1.5. meet any other reporting requirements reasonably requested by the Industry Partner;

2.1.6. present the Industry Partner with the deliverables within four (4) weeks of the completion of the CEED Project or such other time as may be agreed between the parties. Such deliverables are to be in a form and contain information as required by the Industry Partner, which may be more extensive than the report required for academic assessment, and will be agreed on in the project brief; and

2.1.7. be responsible for the Student’s personal accommodation and travel expenses when required to work at sites for the CEED Project that are within a 50 kilometre radius of UWA.

2.2. The Student acknowledges that he/she:

2.2.1. will [subject to satisfactory performance of the CEED Project receive a studentship of \$<proposed studentship total>, the sum of which may be varied during the first two months of the Project depending upon which IP ownership provisions are selected by the Industry Partner and which is to be paid to the Student, by UWA, in installments over the duration of the CEED Project] OR [not receive a studentship for this Pro Bono CEED Project]; and

2.2.2. will not receive any other payment in relation to the CEED Project.

2.2.3. may forfeit the studentship described in clause 2.2.1 if the Student’s performance of any part of the CEED project, including administrative matters, is unsatisfactory and the Student does not take the required remedial action within 30 days after being so notified in writing by the CEED Office. If justified by the Student’s dereliction of duty in the opinion of the Dean of the relevant

Faculty, the Student may also be required to return some or all of the Studentship payments already received.

2.2.4. has received and read a copy of the CEED Project Agreement;

2.2.5. will be bound by the terms of the CEED Project Agreement that relate to confidentiality and intellectual property derived from the CEED Project as if the Student was named as UWA in that CEED Project Agreement. This clause does not apply to such terms relating to ownership of the Intellectual Property;

2.2.6. will agree to be bound by any amendments to the provisions of the CEED Project Agreement relating to confidentiality and intellectual property derived from the CEED Project provided the Student is made aware of such amendments.

2.3. The Student will be permitted to undertake paid employment with the Industry Partner separately from the CEED Project.

2.4. The Student will not negotiate or agree to any changes to the CEED Project with the Industry Partner without first obtaining the written agreement of the CEED Office.

2.5. Subject to clause 2.1.7, any claims for personal accommodation and travel expenses required to be incurred by the Student in relation to the CEED Project must be agreed in writing with the Industry Partner in advance of incurring any such expenses.

3. INTELLECTUAL PROPERTY

3.1. The Student hereby assigns all rights, title and interests that the Student may have in any Project IP (including any inventions, patents, patent applications, written and other materials relating to the Project IP and confidential information associated with or related to the Project IP), now or in the future, to UWA.

3.2. Where, in relation to the CEED Project and pursuant to the CEED Project Agreement:

3.2.1. the Industry Partner is to own 100% of the Project IP, the Student may receive an increased studentship [from UWA](#) but will not be entitled to receive a share of net revenue (as defined in the UWA IP Regulations and IP Policy) from any commercialisation of the Project IP.

3.2.2. the Industry Partner and UWA are each to own 50% of the Project IP, the Student may receive a share of net revenue (as defined in the UWA IP Regulations and IP Policy) from any commercialisation of the Project IP.

4. NON-DISCLOSURE

4.1. Subject always to clause 4.2, the Student's Thesis or Other Works may include Confidential Information.

4.2. In relation to the Student's Thesis or Other Works:

4.2.1. The Student must supply a copy of the Student's Thesis or Other Works to the Industry Partner to allow the Industry Partner an adequate opportunity to review the Student's Thesis or Other Works before publication.

4.2.2. Under the CEED Project Agreement, the Industry Partner may delay publication of the Student's Thesis or Other Works to enable the Industry Partner to patent an invention or process arising from the CEED Project. In such circumstances, the Industry Partner is required to notify UWA accordingly. Where such notification is given by the Industry Partner to UWA, the Student agrees to the examination of the Student's Thesis or Other Works that is a thesis on a confidential basis and to delay the publication of such thesis for the period reasonably specified by the Industry Partner, which may not be longer than 2 years.

4.2.3. The CEED Project Agreement provides that if the Student's Thesis or Other Works contains information which the Industry Partner reasonably determines is likely to significantly prejudice the business of the Industry Partner or otherwise cause material loss or damage to the Industry Partner, the Industry Partner may notify UWA accordingly. In such circumstances, the Student agrees to remove the relevant information from the Student's Thesis or Other Works or otherwise present it in a form reasonably acceptable to the Industry Partner.

4.3. Subject to clauses 4.1 and 4.2 above, the Student agrees:

4.3.1. to take all action reasonably necessary to maintain the confidential nature of the Confidential Information;

4.3.2. not to publish or disclose any Confidential Information without the prior written approval of both UWA and Industry Partner to any person other than the Other Students, the staff of UWA or the Industry Partner that are engaged on the CEED Project; and

4.3.3. not to use or reproduce or permit the use or reproduction of the Confidential Information for any purpose other than for the purposes of the CEED Project.

4.4. The Student will deliver to UWA or the Industry Partner (as the case may be), upon written request, all information which is in a permanently recorded form, including all copies, in the Student's possession or control, which contain or refer to any Confidential Information disclosed by UWA or the Industry Partner in the course of the CEED Project.

4.5. The CEED Project Agreement provides that UWA and the Industry Partner will only request the return of information under this clause where the request is not unreasonable and would not be adverse to the continuation or completion of the CEED Project.

5. SITE AND SAFETY REGULATIONS

5.1. The Student agrees to comply with all site and safety regulations, policies and procedures advised by UWA or the Industry Partner from time to time and to attend any induction courses nominated by UWA or the Industry Partner for the purposes of the CEED Project.

6. LIABILITY

6.1. The Student acknowledges and agrees that the Student:

6.1.1. is not an employee of the Industry Partner and will not be deemed to be an employee of the Industry Partner for any purpose;

6.1.2. is not covered by, and will not have the benefit of, any workers' compensation or employer's liability insurance taken out by the Industry Partner; and

6.1.3. is free to take out, at the Student's own expense, a personal accident insurance policy with an insurer of the Student's choice with respect to the CEED Project.

7. GENERAL

7.1. The provisions of this Deed shall remain in force for the duration of the CEED Project and for a period of five (5) years following its completion or termination.

7.2. For the avoidance of doubt, the Student acknowledges and agrees that the rights and obligations under this Deed will survive the termination of the CEED Agreement for the period referred to in clause 7.1 above.

EXECUTED by the Student as a deed:

SIGNED by

Name of Student (please print) _____

Student signs in the presence of: _____

Witness signs

Name of Witness (please print)

Address of Witness (please print)