

CEED Program:

Standard Project Agreement for CEED projects

INTRODUCTION (RECITAL)

A. This Standard Project Agreement establishes the terms under which a supervised joint research project (“CEED project”) is undertaken on a topic selected by the sponsoring Enterprise (“Enterprise”). It is understood that both The University of Western Australia (“UWA”) and Enterprise will contribute resources to the CEED Project. This Standard Project Agreement defines the obligations and undertakings of UWA and Enterprise with respect to a specific CEED Project. An Enterprise agreeing to undertake a specific CEED project under the terms of this Standard Project Agreement is required to execute a CEED Project Proposal form, available via the CEED web site: <http://www.ceed.wa.edu.au>

B. The primary purposes of the CEED Project are to provide the following benefits to the Students, Enterprise and UWA:

- (i) The benefits to Students will be to enhance their formal education, training and experience by engaging them in a supervised research project working in conjunction with Enterprise.
- (ii) Each Student that completes a CEED project will gain academic credit for the work done, towards the completion of their course.
- (iii) The benefit to Enterprise will be to further its aims and objectives in achieving all or some of the project objectives on a research topic selected by it as outlined in the CEED Project Proposal and as amended by mutual written agreement.
- (iv) The benefit to UWA will be to further its objectives and obligations to provide high quality education and training to the Students, to further the progress of knowledge by means of research and dissemination of its results.

C. The CEED Project may result in the creation of new Intellectual Property (“Project IP”). To reflect the desired level of Project IP ownership required by Enterprise, two options are offered as defined in clause 2.7. Depending on the option selected by Enterprise, the total cost of the CEED project will vary as shown in the Schedule of Payments (Schedule B), in line with the UWA IP policy and regulations. Selection of the desired option is generally made by Enterprise on the CEED Project Proposal form.

1. DEFINITIONS

"Agreement" means this CEED Standard Project Agreement.

"Background Technology" means any patent or other Intellectual Property or any confidential information of a Party, including functional software for which a Party owns the Intellectual Property and associated rights and makes the software available for the Project, but excludes any Project IP.

"CEED Project" means the project outlined in the CEED Project Proposal and as further set out in the Project Brief.

"CEED Project Proposal" means the form submitted to UWA by Enterprise providing details of the proposed CEED Project and attached to this agreement at Schedule C.

"Commercialisation" means to exploit the Project IP for financial gain by generating sales revenue from third parties.

“Commercialisation Agent” means the commercialisation agent to be appointed under clause 2.9.

"Intellectual Property" shall refer to rights in recorded ideas, inventions, techniques, and other discoveries arising from research conducted by the Parties or the Students pursuant to this Agreement which may, without limiting the generality of the above, include any:

- (a) invention or discovery; manner, method or process of manufacture; method or principle of construction; computer program; database; algorithm; integrated circuit; circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing;
- (c) patent, application for a patent, right to apply for a patent or similar rights either generally or for or in respect of anything referred to in paragraph (a) or (b);
- (d) trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other intellectual property either generally or referred to in paragraph (a) or (b);
- (e) copyright or other rights in the nature of copyright subsisting in any works either generally or in the subject matter referred to in paragraph (a) or (b);
- (f) eligible layout rights or other rights in any integrated circuit, circuit layout or semiconductor chip layout or design either generally or in respect of anything referred to in paragraph (a) or (b);
- (g) unregistered design, registered design, application for registration of a design, right to apply for registration of a design or similar rights either generally or for or in respect of any work referred to in paragraph (a) or (b);
- (h) trade mark (whether registered or unregistered) or plant variety right or the right to apply for registration of them, either generally or in respect of anything referred to in paragraph (a) or (b);
- (i) intellectual property in addition to the above which falls within the definition of intellectual property rights contained in Article 2 of the World Intellectual Property Organisation Convention of July 1967 whether in Australia or elsewhere in the world.

“Internal Use” means the use within Enterprise’s organisation, and excludes:

- (a) the use by other companies within the same group of companies and in which the Enterprise has no financial interest, and
- (b) use for the purposes of Commercialisation.

"Parties" or "Party" means any or all of UWA, Enterprise or their successors and permitted assigns, and includes their employees, sub-contractors, and agents.

“Project Brief” means the detailed description of the CEED Project to be agreed and signed by the Students and those supervising the Students on behalf of the Parties.

“Project IP” means any Intellectual Property that is created or arises as a result of the individual or joint activity of the Parties, their employees, contractors or agents in conducting the CEED Project. Contributions to the Project IP by the Students shall be treated as contributions by UWA.

“Schedule of Payments” means the schedule of payments set out at Schedule 3 to this agreement.

"Semester" means the formal periods of study as published annually by UWA.

"Students" means the student or students engaged to or who work on the CEED Project.

“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 for academic credit and in relation to the CEED Project and other works created by the Student that are suitable for publication.

“**Student Undertaking**” means the form of undertaking to be signed by every Student in form set out at Schedule A.

2. INTELLECTUAL PROPERTY RIGHTS

Ownership of Background Technology

2.1 The ownership of Background Technology made available by Enterprise remains with Enterprise and the ownership of Background Technology made available by UWA remains with UWA.

No patent rights granted

2.2 The use in the Project by one Party of background technology made available by the other Party shall not be construed to grant any licence or other rights express or implied to the Party using it except as provided in clause 2.3.

Use of Background Technology for the Project

2.3 Subject to clause 3, each Party may use the Background Technology made available by the other Party for the purposes of the CEED Project but not for any other purpose unless the other Party has provided their consent to such use.

Use of Background Technology for Commercial Purposes

2.4 If Enterprise requires access to UWA’s Background Technology for commercial purposes, Enterprise agrees to negotiate a licence to use UWA’s Background IP on commercial terms. Such a licence will not be unreasonably withheld by UWA.

2.5 If UWA requires access to Enterprise’s Background Technology for commercial purposes, UWA agrees to negotiate a licence to use Enterprise’s Background IP on commercial terms. Such a licence will not be unreasonably withheld by Enterprise.

Modifications to the Background Technology

2.6 In the case of modifications or additions to the Background Technology arising from the CEED Project, that Intellectual Property in any such modification or additions will be owned by the Party making the Background Technology available unless otherwise agreed by both Parties in writing.

Ownership of Project IP

2.7 Ownership of the Project IP will be determined by the selection of Enterprise of one of the following options no later than one calendar month of the date of appointment of the first Student to the CEED Project

Option A : Joint ownership of Project IP by UWA and Enterprise in equal shares of 50%.

Option B : Project IP to be 100% owned by Enterprise.

If Enterprise does not inform UWA in writing of its selection within one month of the date of appointment of the first Student to the CEED Project, Enterprise will be deemed to have selected Option A and Option B will no longer be available. Option B is not available for Pro Bono Projects.

2.8 The costs associated with each of these options is set out in the Schedule of Payments (Schedule B) and the Parties agree that the Schedule of Payments determines the amount to be paid by Enterprise under this agreement.

Commercialisation of Jointly-owned Project IP

2.9 If Enterprise selects Option A (Joint Ownership) and the project IP is considered to be of commercial value, UWA and Enterprise will appoint a Commercialisation Agent to be agreed upon by both Parties.

2.10 The Commercialisation Agent will selected from one of the following :

- (a) UWA's Office of Industry and Innovation;
- (b) Enterprise, or
- (c) a third party to be jointly appointed by UWA and Enterprise.

2.11 The Commercialisation Agent will implement a Commercialisation strategy to be jointly agreed and funded by UWA and Enterprise. Should either party decline to contribute funds to the Commercialisation strategy, the declining party's share of the project IP shall be diluted by negotiation in accordance with standard financial practice. Should UWA and Enterprise fail to reach agreement on (i) a Commercialisation strategy or (ii) dilution of the Project IP, clause 2.14 (dispute resolution) shall apply.

2.12 All net proceeds from Commercialisation of the Project IP are to be apportioned on an equitable basis between UWA and Enterprise, taking into consideration the Commercialisation costs and any dilution of Project IP ownership in accordance with this Agreement.

2.13 If Enterprise selects Option A (Joint Ownership), UWA will grant to Enterprise a nonexclusive, perpetual, royalty-free licence to the Project IP for Internal Use only.

Resolution of Disputes on Intellectual Property

2.14 If the Parties fail to agree upon any matter according to this clause within three (3) months of the dispute being raised in writing by one Party with the other Party, then the Parties shall refer that dispute for the decision of an arbitrator agreed to by the Parties, and failing such agreement the arbitrator shall be appointed by the President for the time being of the Law Society of Western Australia. The arbitration shall be in accordance with the Commercial Arbitration Act 1985 (WA).

3. NON DISCLOSURE

Confidential Information

3.1 In this Clause, "Confidential Information" means all information in any form whatsoever (whether written, oral or otherwise) developed by either Party or the Students or disclosed by either Party to the other Party or the Students, in the course of the CEED Project, but excludes:

- a) information which is in the public domain at the time it is received by a Party or which enters the public domain other than by a breach of this Agreement;
- b) information which a Party can demonstrate was in its possession prior to commencement of the Project; or
- c) information which a Party 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 the other Party.

The Parties understand and acknowledge that a disclosing party has the right to disseminate, publish, use and exploit all independently developed information.

Publication

3.2 Subject to clause 3.3, Students shall not be precluded from publishing their Student's Thesis or Other Works:

- a) in relation to a thesis, in the normal way and as required by UWA regulations; or
- b) in relation to works other than a thesis, as a journal paper in academic publications.

Review of Student's Thesis or Other Works

3.3 UWA will ensure that Enterprise is given an adequate opportunity to review any Student's Thesis or Other Works before publication.

3.4 If Enterprise notifies UWA of Confidential Information in a Student's Thesis or Other Works which Enterprise does not want to have published so as to enable Enterprise to patent an invention or process arising from the CEED Project then UWA will ensure that the Student's Thesis or Other Works is amended to remove the Confidential Information or, if not removed, that the Student's Thesis or Other Works is kept confidential including requiring examiners to keep it confidential and restricting access to the thesis for a period of two years if lodged in any library at UWA or held at any department of UWA.

3.5 If the Student's Thesis or Other Works contains information which Enterprise reasonably determines is likely to significantly prejudice the business of Enterprise or otherwise cause material loss or damage to Enterprise, Enterprise may notify UWA accordingly and UWA will ensure that the relevant information is removed from the Student's Thesis or Other Works represented in a form reasonably acceptable to Enterprise.

Disclosure

3.6 Subject to clauses 3.2 and 3.3 above, each Party agrees:

- (a) to take all action necessary to maintain the confidential nature of the Confidential Information;
- (b) not to publish or disclose the Confidential Information to any person other than the Students or the Party's employees engaged on the CEED Project, without the prior written approval of the other Party, which approval shall not be unreasonably withheld; and
- (c) 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.

Return of information

3.7 Each Party will make all reasonable endeavours to deliver to the other Party, (in this clause referred to as the "disclosing party") upon written request from the disclosing party, any specific information which is in permanently recorded form, including all copies, in its possession or control, which contain or refer to any Confidential Information disclosed by the disclosing party in the course of the CEED Project. Each Party agrees that it will not make a request for the return of information under this clause where the request is unreasonable and the return of the information would be adverse to the continuation or completion of the CEED Project.

Publicity

3.8 Neither party will use the name of the other Party, nor any employee of the other Party, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Duration of Restrictions

3.9 The provisions of clause 3 shall remain in force for the duration of the CEED Project and in respect of Confidential Information specifically nominated by the disclosing party at the end of the CEED Project for five (5) years following its completion or termination.

Survival of Rights

3.10 For the avoidance of doubt, the rights and obligations under this clause 3 will survive the termination of this Agreement for the period referred to in clause 3.9 above.

Student's Undertaking

3.11 UWA will ensure that each of the Students signs an undertaking in the same form as the pro forma Student's Undertaking in Schedule A, as soon as is practicable after their appointment.

4. INDEMNITY

UWA indemnifies Enterprise

4.1 UWA shall indemnify Enterprise (including its employees, agents, and contractors) against any liability arising from any claims, actions, proceedings, suits, demands, damages, costs and expenses whatsoever that may be made, brought, suffered or prosecuted against it by any person arising in respect of any loss or damage arising through or in connection with work on the CEED Project by the negligent acts or omissions of UWA or the Students.

Enterprise indemnifies UWA

4.2 Enterprise shall indemnify UWA (including its employees, agents, Students and contractors) against any liability arising from any claims, actions, proceedings, suits, demands, damages, costs and expenses whatsoever that may be made, brought, suffered or prosecuted against it by any person arising in respect of any loss or damage arising through or in connection with work on the CEED Project by the negligent acts or omissions of Enterprise or its employees.

5. INSURANCE

5.1 Enterprise shall effect and maintain throughout the term of the CEED Project, at its own cost and expense, general third party liability insurance for bodily injury and property damage at any of Enterprise's premises with a limit of liability of not less than \$10 million per occurrence.

6. RESOURCES AND FUNDING

Resources from Enterprise

6.1 It is the intention of Enterprise to provide the Students with the best assistance that it can during the performance of the CEED Project and Enterprise recognises that materials and facilities committed to the CEED Project shall not be withdrawn other than in the circumstances contemplated by clause 7.

Undertakings by UWA

6.2 For the purposes of assisting the performance of the CEED Project, UWA shall provide the following:

- (a) infrastructure for selecting and appointing the Students in conjunction with Enterprise;
- (b) information manual and instruction for Students on starting the CEED Project;
- (c) information manual and guidance for Enterprise personnel supervising the CEED Project;
- (d) research and library facilities as normally made available to students at the corresponding level in the appropriate discipline, subject to the standard procedures and constraints on availability as determined by UWA from time to time; and
- (e) expenses pertaining to travel undertaken in respect to the CEED Project by the academic supervisor to sites within a 30 km radius of UWA.

Undertakings by Enterprise

6.3 As a contribution towards the above and for the purposes of managing this CEED Project under the CEED program, Enterprise agrees to the terms of the Schedule of Payments and to pay to UWA the fees shown in the Schedule of Payments. The Enterprise further agrees to fund the CEED Project expenses pertaining to:

- (a) reasonable costs incurred by the Students carrying out the CEED Project and in the production of their reports for the CEED Project (e.g. photocopying and binding), and accounted for provided that the Students shall obtain agreement in advance from Enterprise for any such expenditure in excess of the Student Costs shown in the Schedule of Payments for this purpose;

- (b) construction of any test rigs, consumables, and other project expenses, provided that UWA shall obtain agreement in advance in writing from the Enterprise for any such expenditure by UWA;
- (c) travel to sites outside a 50 km radius of the UWA undertaken in respect to the CEED Project, provided that UWA shall obtain agreement in advance from Enterprise for any such expenditure by UWA;
- (d) each Student working on the CEED Project at Enterprise's site for at least eight (8) weeks during the course of the CEED Project. Where the site is outside the metropolitan area of Perth, this would normally include travel, accommodation and sustenance allowances;
- (e) training and supervision of the Students by Enterprise's staff; and
- (f) providing the Students with any safety equipment or clothing appropriate to the CEED Project site or otherwise required by Enterprise.

Supervision of Students

6.4 Responsibility for supervision of the academic progress of the Students shall remain with UWA. Both parties shall provide supervision of the Students in their respective locations over the period of the CEED Project, and in particular:

- (a) UWA shall provide academic supervision over the period of the CEED Project as accorded students at the corresponding level in the appropriate discipline, irrespective of the normal period for comparable projects.
- (b) Enterprise shall provide adequate support and supervision of the Students during the course of the CEED Project when the Student is on Enterprise's site or otherwise under its direction or control.

Responsibility for Students

6.5 UWA and Enterprise acknowledge and agree that:

- (a) the Students are not employees of Enterprise and will not be deemed to be employees of Enterprise for any purpose and are not covered by, and will not have the benefit of, any worker's compensation or employers' liability insurance taken out by Enterprise; and
- (b) the Students are not entitled to any remuneration or any other payment or entitlement with respect to the CEED Project from Enterprise or any person other than UWA.
- (c) the Students will receive any studentship that applies from UWA which will be paid to the Student in installments over the duration of the CEED Project.

Additional Site Work

6.6 Enterprise may for the purposes of providing the Students with additional experience, arrange for the Students to participate in activities other than work on the CEED Project for not more than one tenth of the time specified for full-time site experience for the relevant type of CEED Project, and Clause 6.5 above will apply in respect of such work.

Advice to Students

6.7 UWA shall advise the Students of the matters referred to in clause 6.5(a) above and also advise the Students that the Students are free to take out, at the Students' own expense, a personal accident insurance policy with an insurer of the Students' choice with respect to the CEED Project.

Site and Safety Regulations

6.8 UWA shall take all reasonable steps to ensure that the Students are aware of and comply with the site and safety regulations, policies and procedures advised by Enterprise from time to time.

7. TERMINATION

Failure of student

7.1 The CEED Project will be deemed to have terminated upon the date on which the last of the Students withdraws from the CEED Project or if all Students fail to attain the academic standards required by UWA to continue their courses of study, unless both Parties agree in writing to the appointment of alternative Students.

Unforeseen commercial circumstances

7.2 UWA acknowledges that Enterprise's commitment to the CEED Project is subject to its commercial obligations. In the event of unforeseen circumstances, Enterprise shall have the discretion upon three months notice in writing to withdraw from its commitments under the CEED Project, and the CEED Project shall be deemed to be terminated at the end of that notice period.

Failure to meet obligations

7.3 If any Party fails to meet its obligations under this Agreement, any other Party may give notice in writing requesting a meeting of the Parties which shall be held within two weeks. If no mutually acceptable resolution is reached and the relevant breach or omission is not remedied within a further two weeks of that meeting taking place, the other Party may, upon one month's notice in writing, withdraw from its commitments under the CEED Project and the CEED Project shall be deemed to be terminated at the end of the notice period.

Handling termination of CEED Project

7.4 In the event that the CEED Project is terminated in accordance with clauses 7.1, 7.2 or 7.3 above:

(a) this Agreement shall terminate on the date referred to in clause 7.1, 7.2 or 7.3 (as the case may be) but such termination shall not affect any rights or obligations which have accrued prior to the date of termination including, but not limited to, the obligation to pay any fees specified in the Schedule of Payments which fell due for payment prior to the date of termination;

(b) subject to paragraph (c) and (d) below, either Party may continue work on the CEED Project independent of any other Party;

(c) Intellectual Property arising from the CEED Project up to the date of termination shall be owned and dealt with by the Parties in accordance with Clause 2.7 of this Agreement, the terms of which shall continue to bind the Parties;

(d) the obligations of confidentiality contained in clause 3 and in the Student's Undertaking will continue to apply in accordance with their terms and the Parties and the Students will remain subject to those provisions.

8. GENERAL

Validity of Agreement

8.1 Should any part of this Agreement be declared invalid the remainder of the Agreement shall remain in full force and effect and if the invalid portion materially affects any part of the remainder of the Agreement the Parties will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties.

No implied relationship or authority

8.2 Nothing in this Agreement shall be construed to constitute any of the Parties a partner, joint venture, agent or representative of any other Party and nor shall anything in this Agreement be construed to grant any right or authority to assume or create any obligation on behalf of or in the name of the other Parties or to bind the others in any way whatsoever.

Entire Agreement

8.3 This Agreement represents the whole of the agreement as to the subject matter contained in it. This Agreement includes by reference any documents mentioned in it.

Variation

8.4 Enterprise may request to vary this Standard Project Agreement by contacting the CEED Office at UWA in writing.

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)

SCHEDULE B

Schedule of Payments

B.1 Basic fees and adjustments for increased studentships

Unless specifically agreed otherwise in writing between the Parties, the fees and other fixed expenses paid by Enterprise in accordance with Clause 6.3 of the Project Agreement shall be determined by the number of Students and their respective study levels and the arrangements for Project IP agreed in accordance with Clause 2.7 of the Project Agreement. The fees and nominal project duration for each Student shall be as stated in Clause B.4 below, provided that Enterprise may choose to increase the value of each studentship offered, in which case, the fees to be paid by the Enterprise shall be increased by a corresponding amount.

B.2 Project duration for each Student

(a) For CEED Projects at postgraduate level, Enterprise agrees to pay the fees in accordance with Clause 6.3 of the Project Agreement for the nominal project duration stated in the table below at sub-clause B.4 (the 'Nominal Project Duration') for the study level of each of the Students.

(b) Enterprise recognises that research projects at postgraduate level may take longer than the Nominal Project Duration and hereby also agrees to extend the duration and funding of the CEED Project of Students at postgraduate level by up to 6 months provided each such Student demonstrates adequate progress on the Project as described in the Project Brief to the satisfaction of Enterprise. Any further extensions of the Project Period shall be entirely at the discretion of Enterprise.

(c) In the event that Enterprise decline to extend funding of a Student at postgraduate level in accordance with sub-clause B.2(b) above and if requested by Enterprise, the UWA shall require the Student to supply Enterprise with a report summarising the results of the research up to the date that funding of that Student's CEED Project was terminated.

B.3 Adjustment of fees and studentships for postgraduate Students

(a) The Parties acknowledges that Students enrolled for degrees of Masters by Research or Doctor of Philosophy may change the level of enrolment or may become eligible for university or government scholarships during the course of the CEED Project.

(b) If a Student receives any additional scholarship after commencement of the CEED Project and Enterprise had previously offered a studentship valued higher than the value stated in Clause B.4 below, Enterprise may if it so chooses (and unless otherwise agreed in writing) reduce the value of the studentship for the period of that scholarship by an amount corresponding to the value of that scholarship down to a value no less than the value stated in Clause B.4 below.

(c) If a Student enrolled for degrees of Masters by Research or Doctor of Philosophy changes enrolment during the course of the CEED Project, UWA shall notify Enterprise of the change within 30 days and Enterprise may at its sole discretion choose either to continue the CEED Project funding as if the enrolment had not changed or Enterprise may request that the fees and studentship be modified for the remainder of the Project duration or extended duration in accordance with sub-clause B2(a) above to correspond with the changed enrolment.

B.4 Fees, studentships and Nominal Project Duration for CEED Projects

Unless specifically agreed otherwise in writing, the fees and other fixed expenses paid by Enterprise in accordance with Clause 6.3 of the Project Agreement shall be determined by the study level and year of appointment of the Students as follows:

(a) Option A: If Project IP jointly owned by UWA and Enterprise in equal shares of 50%

Should Enterprise select Option A in accordance with Clause 2.7 of the Project Agreement with Project IP Jointly owned by UWA and Enterprise in equal shares, the fees and other fixed expenses paid shall be:

Student Study Level Nominal Project	Duration	Basic Fee (excl GST)	Nominal Studentship (per annum)	Student Cost
Honours	14 Months	\$18,000 per Project	\$10,000	\$200
Three Quarter Option projects ¹	9 months	\$13,500 per Project	\$7,500	\$200
Pro Bono ²	Variable by Discipline	Nil	Nil	Nil
Masters (Coursework)	13 Months	\$18,000 per Project	\$10,000	\$200
Masters GSM - 1 Trimester	5 Months	\$9,000 per Project	\$5,000	\$200
Masters GSM - 2 Trimesters	10 Months	\$18,000 per Project	\$10,000	\$200
Masters (Research)	24 Months	\$18,000 per Year	\$10,000	\$100
PhD	36 Months (with optional 6 month extension)	\$45,000 per Year ²	\$30,000	\$100

(b) Option B : If Project IP 100% owned by Enterprise

Should it be agreed that Project IP be 100% owned by Enterprise, fees and other fixed expenses shall be:

Student Study Level Nominal Project	Duration	Basic Fee (excl GST)	Nominal Studentship	Student Cost
Honours	16 Months	\$24,300 per Project	\$13,500	\$200
Three Quarter Option Projects ¹	8 months	\$18,225 per Project	\$10,125	\$200
Masters (Coursework)	16 Months	\$24,300 per Project	\$13,500	\$200
Masters GSM - 1 Trimester	5 Months	\$12,150 per Project	\$6,750	\$200
Masters GSM - 2 Trimesters	10 Months	\$24,300 per Project	\$13,500	\$200
Masters (Research)	24 Months	\$24,300 per Year	\$13,500	\$100
PhD	36 Months (with optional 6 month extension)	\$60,750 per Year	\$40,500	\$100

B.5 Payment of fees and expenses

Unless agreed otherwise in writing, the fees and fixed expenses shall be paid by

Enterprise within 30 days of presentation of an invoice by UWA as outlined below:

(a) For projects of duration less than 6 months: in a single installment upon appointment of the Student.

(b) For projects of duration less than 24 months: in two (2) equal installments during the Project; the first due upon appointment of the student, the second upon receipt of the project deliverables.

(c) For projects of duration 24 months or greater: in equal installments each 12 months during the Project, commencing upon appointment of the Student.

¹ Three quarter project and Pro Bono project amendments to this agreement are found in schedule C

² Annual fees for PhD projects starting in 2015/2016 will escalate at a rate of 3% per annum in subsequent years to cover cost of living increases in the studentship

Schedule C

Three Quarter Project Agreement Amendments

Amendments to CEED Standard Contract

CEED Final Year Project – Three Quarter Option (2011)

The conditions of the CEED Standard Project Agreement apply to “**CEED Final Year Project – Three Quarter Option**” projects (hereafter referred to as “**Three Quarter Option projects**”), except for the following amendments;

- 1. Clause 6.3(d)** – Each student working on the CEED project at the Enterprise’s site for a period to be agreed on by the parties in the project brief. This period may be up to of 3-4 weeks during the mid-year break, along with any time during the academic semester that the parties deem appropriate, as agreed in the project brief. Where the site is outside the metropolitan area of Perth, this would normally include travel, accommodation and sustenance allowances.
- 2. Clause 2.1.2, Student Undertaking** – work on the CEED project at the location to be advised by the industry partner for a period to be agreed on by the parties in the project brief. This period may be up to of 3-4 weeks during the mid-year break, along with any time during the academic semester that the parties deem appropriate.
- 3. Clause B.5, Schedule B** – Payments will be made in two equal instalments; the first payment will be invoiced upon the appointment of the student, the second will be invoiced upon completion of the project.

Schedule D

Pro Bono Project Agreement Amendments

Amendments to CEED Standard Contract CEED Pro Bono Projects (2015)

The conditions of the CEED Standard Project Agreement apply to “**CEED Pro Bono Projects**” (hereafter referred to as “**Pro Bono Projects**”), except for the following amendments;

- 1. Clause 6.3(d)** – Each student working on the CEED project at the Enterprise’s site for a period to be agreed on by the parties prior to the execution of the student undertaking. This period may vary from 0-8 weeks depending on the discipline and nature of the project. Where the site is outside the metropolitan area of Perth, this would normally include travel, accommodation and sustenance allowances.
- 2. Clause 2.1.2, Student Undertaking** – work on the CEED project at the location to be advised by the industry partner for a period to be agreed on by the parties in the project brief. This period may be up to of 3-4 weeks during the mid-year break, along with any time during the academic semester that the parties deem appropriate.
- 3. Clause B.5, Schedule B** – There are no project fees for Pro Bono Projects. Expenses incurred by the University during the execution of the research that were approved in writing by the Enterprise will be invoiced upon receipt of the Project Deliverables.