

SCHEDULE A

PRO FORMA STUDENT UNDERTAKING - UWA

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

THIS DEED is made on

the day of 20.....

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 Enterprise 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 Enterprise, the Student or any of the Other Students or disclosed by either UWA or the Enterprise, 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 Enterprise.

“The Enterprise” means the industry, government or community partner sponsoring the CEED project.

“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, participate in CEED promotion on campus, participate in the organization of the CEED seminar, participate in the CEED seminar, and attend any other training as may be arranged in relation to the CEED Project;

2.1.2. Work on the CEED project at a site to be advised by the Enterprise. Where the site is outside the metropolitan area of Perth, this would normally include travel, accommodation and sustenance allowances. The students are expected to be at the nominated site for at least:

- Eight (8) weeks, during UWA vacation periods, for students engaged in Full Engineering, Honours, or Masters by Coursework projects.
- Three (3) months full time, or up to 6 months at 50% part time, for Higher Degree by Research Placement Projects

There is no vacation site work expectation for Employee and 3/4 projects.

2.1.3. undertake the undergraduate, Honours or postgraduate research unit required by the CEED Project if invited or required 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 Enterprise (mentor), the Student’s supervisor at UWA and the CEED Office;

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

2.1.6. present the Enterprise 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 Enterprise, 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 up to one month after the appointment of the student 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 Employee/Pro Bono CEED Project]; and

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

2.2.3 Studentships will be paid in instalments linked to project milestones as follows:

- (a) For Full Projects, the studentship will be paid in 4 equal installments as follows:
 - (i) 1st Installment – Upon signature of the Project Brief by all parties, conditional on the student having submitted all required monthly reports
 - (ii) 2nd Installment – On the first day of the second semester of the project, conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.
 - (iii) 3rd Installment – Upon satisfactory completion of all obligations related to CEED seminar, including participation in organizing committee meetings, provision of a paper approved for publication by the client, and delivery of a presentation at the CEED seminar; conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.
 - (iv) 4th Installment – Upon acceptance of the deliverables agreed in the Project Brief by the client; conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.
- (b) For 3/4 Projects, the studentship will be paid in 3 equal installments as follows:
 - (i) 1st Installment – Upon signature of the Project Brief by all parties, conditional on the student having submitted all required monthly reports
 - (iii) 2nd Installment – Upon satisfactory completion of all obligations related to CEED seminar, including participation in organizing committee meetings, provision of a paper approved for publication by the client, and delivery of a presentation at the CEED seminar; conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.
 - (iv) 3rd Installment – Upon acceptance of the deliverables agreed in the Project Brief by the client; conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.

2.2.4. may forfeit the studentship described in clause 2.2.1 if;

- (a) 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; or
- (b) if the student has caused the Agreement to be terminated by having;
 - i. failed to comply with any occupational health and safety requirements of the Enterprise or applicable to the relevant site; or
 - ii. failed to comply with any reasonable direction of the Enterprise related to the student work for CEED Project; or
 - iii. failed to comply with the Enterprise's policies, rules and regulations that the Enterprise's employees are required to follow;
 - iv. been engaged in any criminal or fraudulent conduct; or

- v. failed to deliver the results of his or her work under the CEED Project within time referred to in clause 2.1.6 of this Agreement

If justified by the Student's dereliction of duty in the opinion of the CEED Director, the Student may also be required to return some or all of the Studentship payments already received.

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

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 Enterprise separately from the CEED Project.

2.4. The Student will not negotiate or agree to any changes to the CEED Project with the Enterprise 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 Enterprise in writing in advance of incurring any such expenses.

2.6 Any project expenses incurred through UWA must be agreed in writing with the Enterprise in writing 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 Enterprise 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 Enterprise 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.

3.2.3. For Employee projects where the Enterprise is to own 100% of the Project IP, entitlement of the Student to receive a share of net revenue from any commercialisation of the Project IP will be determined by the terms of their employment agreement with the Enterprise.

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 Enterprise may notify the Student and UWA that the assessable academic elements of the Student's Thesis or Other Works contain material which the Enterprise does not want to have published, either to enable the Enterprise to patent an invention or process arising from the CEED Project, or that is commercial-in-confidence. Where such notification is given by the Enterprise to UWA, the Student agrees to the examination of the Student's Thesis or Other Works 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 five (5) years.

4.2.3. If the Student's Thesis or Other Works contains information which the Enterprise reasonably determines is likely to significantly prejudice the business of Enterprise or otherwise cause material loss or damage to the Enterprise, the Enterprise may notify the Student and UWA accordingly. In such circumstances, the Student agrees to remove the relevant information from the Student's Thesis or Other Works, and represent the Thesis or Other Works in a form reasonably acceptable to the Enterprise prior to publication or placement in an open repository (such as a library or public database).

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 the Enterprise 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 Enterprise (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 Enterprise in the course of the CEED Project.

4.5. The CEED Project Agreement provides that UWA and the Enterprise 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 Enterprise from time to time and to attend any induction courses nominated by UWA or the Enterprise for the purposes of the CEED Project.

6. LIABILITY

6.1. For all project models other than the Employee project model, the Student acknowledges and agrees that the Student:

6.1.1. is not an employee of the Enterprise and will not be deemed to be an employee of the Enterprise 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 Enterprise; and

6.1.3. will be covered by UWA’s student placement insurance when engaged in work related to the CEED project.

6.2. For the Employee project model, the Student acknowledges and agrees that:

6.2.1. the terms of the Student’s employment agreement with the Enterprise will determine whether the student is covered by, and will have the benefit of, any workers’ compensation or employer’s liability insurance taken out by the Enterprise; and

6.2.2. the Student will not be covered by UWA’s student placement insurance when engaged in work related 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)