

CEED Standard Project Agreement (UWA): 2023-2024

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 Enterprise sponsoring the CEED Project ("the Enterprise"). It is understood that both The University of Western Australia ("UWA") and the Enterprise will contribute resources to the CEED Project. This Standard Project Agreement defines the obligations and undertakings of UWA and the 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 development and application of knowledge by means of research engagement with external partners.

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 models are defined in Schedule B.

"CEED Project Proposal" means the form submitted to UWA by the 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 the Enterprise, 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, the 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 in Schedule B 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 the 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, the 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 the Enterprise's Background Technology for commercial purposes, UWA agrees to negotiate a licence to use the Enterprise's Background IP on commercial terms. Such a licence will not be unreasonably withheld by the 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 the 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 the Enterprise in equal shares of 50%.

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

If the 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, the 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 the Enterprise under this agreement.

Commercialisation of Jointly-owned Project IP

2.9 If the Enterprise selects Option A (Joint Ownership) and the project IP is considered to be of commercial value, UWA and the 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 Commercial Development;
- (b) the Enterprise, or
- (c) a third party to be jointly appointed by UWA and the Enterprise.

2.11 The Commercialisation Agent will implement a Commercialisation strategy to be jointly agreed and funded by UWA and the 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 the 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 the 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 2012 (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 the Enterprise is given an adequate opportunity to review any Student's Thesis or Other Works before publication.

3.4 If the Enterprise notifies 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, then UWA will ensure that the assessable academic elements of the Student's Thesis or Other Works are assessed in confidence, with examiners required to keep the material confidential, and that access to the academic elements is restricted, for a period of up to five (5) years.

3.5 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 UWA accordingly and UWA will ensure that the relevant information is removed from the Student's Thesis or Other Works and represented in a form reasonably acceptable to the Enterprise prior to publication or placement in an open repository (such as a library or public database)

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 a condition of 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 the Enterprise

6.1 It is the intention of the Enterprise to provide the Students with the best assistance that it can during the performance of the CEED Project and the 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 the 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;
- (e) expenses pertaining to travel undertaken in respect to the CEED Project by the academic supervisor to sites within a 50 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 the deliverables for the CEED Project, provided that the Students shall obtain written agreement in advance from the 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 incurred by UWA, provided that UWA and the Student 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 the Enterprise for any such expenditure by UWA;
- (d) The accommodation of Students 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 full time during UWA vacation periods, for students engaged in a 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.

- (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) The Enterprise shall provide adequate support and supervision of the Students during the course of the CEED Project when the Student is on the Enterprise's site or otherwise under its direction or control.

Responsibility for Students

6.5 UWA and the Enterprise acknowledge and agree that, for all project models except the Employee project model:

(a) the Students are not employees of the 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 the Enterprise; and

(b) the Students are not entitled to any remuneration or any other payment or entitlement with respect to the CEED Project from the 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.

(d) the Students will be covered UWA's student placement insurance while engaged in work related to the CEED Project.

For the Employee project model, the conditions of the Students' employment agreement regarding workers compensation, employers' liability insurance, and remuneration by the client apply, and the Students will not be covered by UWA's student placement insurance.

Additional Site Work

6.6 The 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 fifth 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 above.

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 the 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.

Student's conduct

7.2 The student shall be deemed to have failed to meet their obligations if they have:

(a) failed to comply with any:

(i) occupational health and safety requirements of the Enterprise or applicable to the relevant site; or

(ii) reasonable direction of the Enterprise related to the student work for CEED Project;

- (iii) of the Enterprise's policies, rules and regulations that the Enterprise's employees are required to follow;
- (b) been engaged in any criminal or fraudulent conduct; or
- (c) failed to deliver the results of his or her work under the CEED Project within the time referred to in clause 2.1.6 of Schedule A to this Agreement.

Unforeseen commercial circumstances

7.2 UWA acknowledges that the Enterprise's commitment to the CEED Project is subject to its commercial obligations. In the event of unforeseen circumstances, the 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.
- (e) if the project is terminated in accordance with clauses 7.2 or 7.3, the Students retain the right to continue to work on the project as required to receive academic credit towards completion of their course.

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

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 **OR** at the midpoint of the second semester of the project, whichever is later; 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 provided a client- and CEED office-approved CEED seminar paper, all required monthly reports and 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
- (ii) 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 **OR** on the first day of the second semester of the project, whichever is later; conditional on the student having submitted all required monthly reports and submitted a fully signed project brief.
- (iii) 3rd Installment – Upon acceptance of the deliverables agreed in the Project Brief by the client; conditional on the student having provided a client- and CEED office-approved CEED seminar paper, all required monthly reports, and a fully signed project brief.

(c) For PhD Placement 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
- (ii) 2nd Installment – Upon completion of two-thirds of the agreed project term; conditional on the student having submitted all required monthly reports, and a fully signed project brief.
- (iii) 3rd Installment – Upon acceptance of the deliverables agreed in the Project Brief by the client; conditional on the student having provided a client- and CEED

office approved CEED seminar paper, all required monthly reports, and 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)

SCHEDULE B

Schedule of Payments

B.1 Project Models

The CEED project models are defined as follows:

- **Engineering Research Project** – The student undertakes the project as part of a two semester Engineering Research Project unit (typically undertaken in the last 2-3 semesters of the degree).
- **Honours Research Project** – The student undertakes the project as part of a two semester Honours Research Project unit in any discipline.
- **Masters by Coursework Research Project** – The student undertakes the project as part of a two semester Research Project unit in a Masters by Coursework degree in any discipline.
- **Supervised Research Project in Law** – The student undertakes the project as part of a 1 semester Supervised Research Project in Law
- **Employee Project** – The student undertakes the project as part of a two semester Research Project unit in any discipline, and is receiving a salary or other form of payment as an employee of the Enterprise.
- **Pro Bono** – Any project model may be undertaken as a Pro Bono project. This option is only available to Not-For-Profit community organisations.
- **Higher Degree by Research Placement Projects** – The student must be enrolled as a candidate in a Higher Degree by research program, and undertakes the project on a full time basis for 3 months, or part time (at a minimum of 50% part-time basis) for up to 6 months.
- **Full Project** – The student is required to complete 8 weeks site time working on the project during University vacation periods at either the Enterprise or the University (as best suits the project).
- **3/4 Project** – The student is not required to work on the project during University vacation periods.

B.2 Fees, studentships and nominal project duration for CEED Projects

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

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

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

Project Model	Duration	Basic Fee (excl GST)	Nominal Studentship (included in Basic Fee)	Student Cost (included in Basic Fee)
Engineering Research Project - Full	Two semesters + 8 weeks vacation site time	\$18,000	\$10,000	\$200

Engineering Research Project – 3/4	Two Semesters	\$13,500	\$7,500	\$200
Honours Research Project - Full	Two semesters + 8 weeks vacation site time	\$18,000	\$10,000	\$200
Honours Research Project – 3/4	Two Semesters	\$13,500	\$7,500	\$200
Masters by Coursework Research Project - Full	Two semesters + 8 weeks vacation site time	\$18,000	\$10,000	\$200
Masters by Coursework Research Project – 3/4	Two Semesters	\$13,500	\$7,500	\$200
Employee	Two semesters	\$3,200	Nil	Nil
Supervised Research Project in Law - Full	One semester + 4 weeks vacation site time	\$9,000	\$5,000	\$200
Pro Bono Project	Variable by Discipline and Model	Nil	Nil	Nil
Higher Degree by Research (PhD or Masters) Placement Projects	3 months (full time) to 6 months (50% part time)	\$20,000	\$12,000	\$200

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

Should the Enterprise select Option B in accordance with Clause 2.7 of the Project Agreement, with Project IP being 100% owned by the Enterprise, fees and other fixed expenses shall be:

Project Model	Duration	Basic Fee (excl GST)	Nominal Studentship (included in Basic Fee)	Student Cost (included in Basic Fee)
Engineering Research Project - Full	Two semesters + 8 weeks vacation site time	\$24,300	\$13,500	\$200
Engineering Research Project – 3/4	Two Semesters	\$18,225	\$10,125	\$200
Honours Research Project - Full	Two semesters + 8 weeks vacation site time	\$24,300	\$13,500	\$200
Honours Research Project – 3/4	Two Semesters	\$18,225	\$10,125	\$200
Masters by Coursework Research Project - Full	Two semesters + 8 weeks vacation site time	\$24,300	\$13,500	\$200
Masters by Coursework Research Project – 3/4	Two Semesters	\$18,225	\$10,125	\$200
Employee	Two semesters	\$4,200	Nil	Nil
Higher Degree by Research (PhD or Masters) Placement Projects	3 months (full time) to 6 months (50% part time)	\$27,000	\$16,200	\$200
Supervised Research Project in Law - Full	One semester + 4 weeks vacation site time	\$12,150	\$6,750	\$200

B.3 Payment of fees and expenses

Unless agreed otherwise in writing, the fees and fixed expenses shall be paid by the Enterprise within 30 days of presentation of an invoice by UWA as outlined below:

- 50% of the total project fee upon appointment of the student
- 50% of the total project fee (plus any expenses incurred by the University with the written authorisation of the Enterprise) upon receipt of the project deliverables.

Schedule C

CEED Project Proposal