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|  |  | Postgraduate Research Internship Tripartite Agreement |
|  |  |  |
|  |  | University of Canberra (**University**)  The Party identified in Item 2(**Industry Partner**)  The Party identified in Item 3 (**Candidate**) |

Postgraduate Research Internship Tripartite Agreement

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Details

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parties

|  |  |
| --- | --- |
| **University** | University of Canberra |
| **Industry Partner** | The Party identified in Item 2. |
| **Candidate** | The Party identified in Item 3. |

Background

1. The purpose of this Agreement is for the University and Industry Partner to facilitate an internship program for the Candidate.
2. The Industry Partner seeks to support the training of postgraduate research students by offering internships to postgraduate research students completing higher degrees by research like the Candidate.
3. The Candidate wishes to undertake the Research Project and associated tasks in accordance with the Project Plan.
4. The Industry Partner has agreed to support the Candidate in undertaking the Research Project by providing the Candidate with an internship at the Industry Partner’s organisation.
5. The internship will assist the Candidate to gain professional training and develop transferrable skills within a workplace setting relating to the Candidate’s area of study and achieve the Internship Outcomes.
6. The Parties will facilitate the internship on the terms and conditions set out in this Agreement.

Information Table

|  |  |
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| **Item and description** | **Details** |
| 1. **University**   (clause 1.1) | University of Canberra ABN 81 633 873 422  Attention: [insert]  Address: 11 Kirinari Street Bruce ACT 2617  Email: [insert] |
| 1. **Industry Partner**   (clause 1.1) | [Industry Partner name]  Attention: [insert]  Address: [insert]  Email: [insert] |
| 1. **Candidate**   (clause 1.1) | [Candidate name]  Address: [insert]  Email: [insert] |
| 1. **Commencement Date**   (clause 1.1) |  |
| 1. **End Date**   (clause 1.1) |  |
| 1. **University Supervisor**   (clause 1.1) |  |
| 1. **Manager**   (clause 1.1) |  |
| 1. **Contributions**   (clause 1.1) | **University Contribution:**  **Industry Partner Contribution:**  [if not paid, mark as unapplicable and mark Schedules 3 and 4 as not used. Do not delete as clause reference will drop out] |
| 1. **Internship Start Date**   (clause 1.1) |  |
| 1. **Internship End Date**   (clause 1.1) |  |
| 1. **IP Ownership**   (clause 1.1 and 9.2) | Option 1: Industry Partner owns IP  Option 2: University owns IP  Option 3: Candidate owns IP |
| 1. **Weekly Attendance Pattern**   (clause 1.1) | EXAMPLE:  The Candidate will attend the Industry Partner’s Premises / be available virtually for a total of [x] hours or [x] days per week  Time will be allocated so that the Candidate will be able to meet with their University Supervisor and Manager on a regular basis. |

Agreed Terms

1. Defined terms and interpretation
   1. Defined terms

In this Agreement, unless the context otherwise requires, the following definitions apply:

|  |  |
| --- | --- |
| Agreement | 1. means this agreement including its schedules, annexures and attachments. |
| Approval | 1. means a certificate, licence, consent, permit, approval, authorisation or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement. |
| Authority | 1. means any ministry, department, government, governmental or semi government authority, agency, corporation or other legal entity with legislative authority. |
| Background Material | 1. means Material that exists prior to the commencement of the Research Project and the Studies, or which is developed independently of the Research Project and the Studies. |
| Business Day | 1. means any day other than a Saturday, Sunday or public holiday in the Australian Capital Territory. |
| Candidate | 1. means the Party identified in Item 3, being a doctoral candidate enrolled at the University. |
| Claim | 1. means any allegation, debt, cause of action, loss, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, under statute or otherwise. |
| Commencement Date | 1. means the commencement date of this Agreement as specified in Item 4. |
| Commercialisation | 1. means in relation to Intellectual Property Rights, to:    1. manufacture, sell, hire or otherwise exploit a product or process, incorporating those Intellectual Property Rights;    2. provide a service, incorporating those Intellectual Property Rights;    3. license any third party to do any of those things mentioned in paragraphs (a) or (b) of this definition of ‘Commercialisation’; or    4. assign the Intellectual Property Rights to any third party, 2. and **Commercialise** has a corresponding meaning. |
| Confidential Information | 1. means all know how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description which a party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of a party’s employees or management. Information is not confidential if:    1. it is or becomes part of the public domain unless it came into the public domain by a breach of confidentiality;    2. it is obtained lawfully from a third party without any breach of confidentiality;    3. it is already known by the recipient party (as shown by its written records) before the date of disclosure to it;    4. it is independently developed by an employee of the recipient party who has no knowledge of the disclosure under this Agreement;    5. required to be disclosed by a court, rule or governmental Law or regulation, or the rules of any stock exchange, provided that the party making the disclosure provides prompt notice to the disclosing party of any such requirement. |
| Contribution | 1. means the amounts listed in Item 8 to be paid by the University and the Industry Partner, if any. |
| Disclosing Party | 1. has the meaning given in clause 12.1(a). |
| End Date | 1. means the end date of this Agreement as specified in Item 5. |
| GST | 1. has the same meaning as in the GST law. |
| GST law | 1. has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth). |
| IP Ownership | 1. means the applicable option for ownership of Project IP set out in Item 11 and clause 9.2. |
| Industry Partner | 1. means the Party identified in Item 2. |
| Industry Partner Contribution | 1. means the amount specified in Item 8 and paid in accordance with Schedule 3. |
| Information Table | 1. means the particulars of this Agreement set out on page 2. |
| Intellectual Property Rights | 1. means:    1. all rights in relation to patents, inventions, utility models, copyright, circuit layouts, plant varieties, designs and any right to have information kept confidential;    2. any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition of ‘Intellectual Property Rights’; and    3. all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b) of this definition of ‘Intellectual Property Rights’, which may subsist anywhere in the world (including Australia), 2. whether or not such rights are registered or are capable of registration. |
| Internship | 1. means the internship to be undertaken by the Candidate with the Industry Partner supported by the University to allow the Candidate to complete the Research Project, pursuant to this Agreement. |
| Internship End Date | 1. means the date that the Internship ends set out in Item 10. |
| Internship Outcomes | 1. means the outcomes that the Candidate intends to achieve by undertaking the Internship, as set out in the Project Plan. |
| Internship Start Date | 1. means the date that the Internship commences set out in Item 9. |
| Item | 1. means an item in the Agreement Information section. |
| Material | 1. means any documentation, documented design, methodology or process, software, data or other material, in whatever form, including reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions. |
| Law | 1. means:    1. any law, including legislation, ordinances, regulations, by-laws and other subordinate legislation; and    2. any Approval, including any condition or requirement attaching to an Approval. |
| Manager | 1. means the person appointed on agreement between the University and the Industry Partner according to the policies and procedures of the University specified in specified in Item 7. |
| Party | 1. means a Party to this Agreement and Parties has a corresponding meaning. |
| Personnel | 1. means in relation to a Party, any employee, officer, agent, contractor or professional adviser of that Party. |
| Premises | 1. means the Industry Partner’s premises where the Internship will be completed. |
| Privacy Laws | 1. means the Information Privacy Act 2004 (ACT), including any associated regulations thereto and the Territory Privacy Principles. |
| Project Intellectual Property or Project IP | 1. means the Intellectual Property Rights in the Project Results. |
| Project Results | 1. means all results of the Research Project, including all data, information, records, documents, inventions, discoveries, processes, products, know-how, methodologies and software (including source code and object code), brought into existence as part of performing the Research Project. |
| Project Plan | 1. means the Project Plan for the Research Project set out at Schedule 1. |
| Publication | 1. means any conference paper, article for a journal, advertisement, portion of a book, broadcast, or other means of public disclosure which may emerge from the Research Project. |
| Research Project | 1. means the research and other tasks undertaken by the Candidate to satisfy the requirements of a Doctor of Philosophy (PhD) from the University. |
| Stipend | 1. means the sum of the Industry Partner’s Contribution and the University’s Contribution, paid to the Candidate over the Term of this Agreement, in support of the Candidate’s Internship. |
| Studies | 1. means all work required to be undertaken and to be completed by the Candidate to the satisfaction of the Supervisory Panel, including the Research Project, training and a Thesis to qualify for the Doctor of Philosophy (PhD) degree. |
| Supervisory Panel | 1. means the panel of people appointed and registered to supervise the Candidate in accordance with the provisions of the relevant University legislation, policies and procedures. |
| Tax Invoice | 1. has the meaning it has in the GST law. |
| Term | 1. means the term of this Agreement as specified in clause 2. |
| Thesis | 1. means the dissertation which is submitted by the Candidate for examination for admission to the Doctor of Philosophy degree. |
| University | 1. means the Party identified in Item 1. |
| University Supervisor | 1. means a University member of the Supervisory Panel who is the Candidate’s primary point of contact for the duration of the Research Project specified in Item 6. |
| University Contribution | 1. means the amount specified in Item 8 and paid in accordance with Schedule 4. |
| Weekly Attendance Pattern | 1. means the times and days that the Candidate will be available for the Internship, as set out in Item 12. |

* 1. Interpretation

In this Agreement, except where the contrary intention is expressed:

* + 1. Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.
    2. A reference to:
       1. a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re–enacted or replaced, and includes any subordinate legislation issued under it;
       2. a document (including this Agreement) or agreement, or a provision of a document (including this Agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
       3. a Party to this Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that Party;
       4. a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
       5. anything (including a right, obligation or concept) includes each part of it.
    3. A singular word includes the plural, and vice versa.
    4. A word which suggests one gender includes the other genders.
    5. If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
    6. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
    7. The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
    8. A reference to notice means notice in writing, including by electronic means in accordance with clause 15.
    9. A reference to dollars or $ is to an amount in Australian currency.
    10. the singular includes the plural and vice versa, and a gender includes other genders;

1. Term
   1. Duration of Agreement
      1. This Agreement commences on the Commencement Date and will continue until the earlier of:
         1. the End Date; and
         2. the date that this Agreement is otherwise terminated in accordance with its terms.
      2. The Parties may extend the Term by agreement in writing signed by each Party.
2. Internship
   1. Duration
      1. The Candidate will undertake the Internship with the Industry Partner in accordance with this Agreement.
      2. The Parties agree that the Internship will commence on the Internship Start Date and will continue until the Internship End Date, unless otherwise agreed between the Parties in writing.
      3. The Parties may agree to extend the Internship by mutual written agreement.
   2. Nature of relationship
      1. The Parties acknowledge that:
         1. the Internship is legally unpaid for the purposes of the *Fair Work Act 2009* (Cth);
         2. during the Internship, the Candidate is not employed by the Industry Partner and is in addition to the Industry Partner’s staffing requirements; and
         3. the Candidate will not receive any remuneration during the Internship and will not be entitled to any employment related entitlements under relevant legislation or this Agreement, including any type of leave.
      2. The Industry Partner is not required to employ the Student at the end of the Internship or at any other time.
3. University obligations and contributions
   1. University obligations

The University must:

* + 1. organise for the Candidate to undertake the Research Project set out in the Project Plan during the Internship;
    2. ensure the Candidate is enrolled in their course and advise the Industry Partner if the Candidate at any point is not enrolled in their course during this Agreement;
    3. provide supervision through a Supervisory Panel; and
    4. provide the Candidate with access to facilities and resources in accordance with relevant University statutes, regulations and codes and policies pertaining to postgraduate research candidature.
  1. University Contributions

If a Contribution is provided for the Internship, the University must:

* + 1. provide the Industry Partner with a Tax Invoice for the Industry Partner’s Contribution to allow for payment of the Stipend to the Candidate in accordance with Schedule 3;
    2. pay the Candidate the Industry Partner’s Contribution to the Stipend upon receipt of the Industry Partner’s Contribution;
    3. pay the Candidate the University’s Contribution to the Stipend in accordance with Schedule 4; and
    4. administer and pay the Stipend to the Candidate from the Internship Start Date in fortnightly payments.
  1. Supervision arrangements
     1. The University is responsible for supervision of the Candidate.
     2. The University must ensure the Supervisory Panel provides the supervision and assistance reasonably required by the Candidate to complete their Thesis.
     3. If the Industry Partner proposes to change the appointment of the Manager, or any other supervisory appointments or arrangements, it must notify the University in writing and alternative arrangements must be agreed between the Parties.
     4. The University will notify the Industry Partner in writing as soon as reasonably practicable if the Candidate:
        1. ceases their Studies;
        2. takes a leave of absence (other than approved annual leave) exceeding four weeks;
        3. changes their Thesis topic; or
        4. if the University makes alternative supervisory appointments or arrangements for the Candidate.
     5. If the Candidate takes sick leave from the Internship, the University and the Industry Partner will meet to discuss the potential of pausing the Internship until the Candidate is able to resume.

1. Industry Partner’s obligations and contributions
   1. Industry Partner obligations
      1. The Industry Partner must:
         1. use all reasonable endeavours to provide the Candidate with a variety of opportunities for work and professional experience during the Internship;
         2. ensure the tasks undertaken by the Candidate during the Internship and the level of supervision is appropriate, taking into account their skills, level of experience and consistency with the Research Project;
         3. make available to the Candidate all relevant legislation, policies and guidelines, in particular any of the Industry Partner’s codes of conduct in relation to information privacy and confidentiality;
         4. ensure the Manager provides the supervision and assistance reasonably required by the Candidate;
         5. comply with the University’s policy regarding Candidate supervision;
         6. provide infrastructure support to the Candidate, including a desk space, a computer and access to technical services to allow the Candidate to undertake the Internship;
         7. conduct an induction process for the Candidate (covering workplace health and safety, relevant policies, confidentiality and privacy) and orient the Candidate (including introducing the Candidate to the relevant members of the Organisation’s staff);
         8. maintain attendance records and report all Candidate absences to the University, if requested by the University).
      2. The Industry Partner is responsible for all expenses incurred in connection with the Internship unless otherwise agreed.
   2. Workplace health and safety
      1. The Industry Partner acknowledges and agrees it owes a duty of care to the Candidate and the University. The Industry Partner will comply with Laws and regulations applicable to it in providing the Internship, including wok health and safety Laws.
      2. The Industry Partner will ensure that:
         1. the workplace and equipment used by a Candidate during the Internship complies with workplace health and safety legislation, prior to a Candidate using the workplace or plant and equipment;
         2. it has a system for risk management that includes the identification of hazards, the assessment and control of risks;
         3. it provides appropriate workplace training and supervision for the Candidate; and
         4. it has appropriate personal protective equipment, at no cost, for a Candidate (where appropriate).
      3. The Industry Partner will promptly notify the University Contact if a Candidate is involved in an accident or safety incident or sustains an injury while undertaking the Internship.
   3. Industry Partner Contributions

If a Contribution is provided for the Internship, the Industry Partner must pay the University the Industry Partner’s Contribution to the Stipend in accordance with Schedule 3 and in any event within 30 days of receipt of a Tax Invoice from the University.

1. Candidate’s obligations and supervision
   1. Candidate obligations with respect to Internship
      1. The Candidate agrees to:
         1. be available to undertake the Internship in accordance with the Weekly Attendance Pattern;
         2. notify the Manager and the University Supervisor of any illness and anticipated absences during the Internship at the earliest opportunity;
         3. read all materials provided by the Industry Partner and the University related to conduct, confidentiality, professionalism, safety, and use of IT resources;
         4. not disclose or use any Confidential Information obtained during the Internship without the Industry Partner’s prior written consent except where the disclosure or use is required to facilitate undertaking the Internship;
         5. take all reasonable measures to ensure that any information accessed or held by the Candidate is protected against loss or unauthorised access, use, modification, disclosure or other misuse;
         6. immediately notify the Manager and University Supervisor if the Candidate receives a complaint alleging an interference with privacy or confidentiality;
         7. notify the Manager or the University Supervisor immediately if a conflict of interest (or perceived conflict of interest) arises prior to, or during, the Internship; and
         8. immediately report any incidents affecting the Candidate to the Manager.
      2. The Candidate must comply with:
         1. the University’s Charter of Conduct and Values;
         2. reasonable and lawful directions of the Industry Partner’s staff; and
         3. applicable Industry Partner policies and procedures notified to the Candidate.
   2. Research Project
      1. The Candidate must:
         1. undertake the Research Project set out in the Project Plan during the Internship from the Internship Start Date;
         2. use reasonable endeavours to complete the Research Project by the Internship End Date;
         3. achieve the Internship Outcomes by the Internship End Date;
         4. conduct the Research Project in accordance with all applicable standards, awards, Laws and the Australian Code for the Responsible Conduct of Research; and
         5. comply with all the University’s applicable policies and procedures to the Research Project.
      2. The Candidate consents to the University and the Industry Partner publishing the name of the Candidate and a description of the Internship and Internship Outcomes for research, educational or promotional purposes, as may be required throughout the Term.
   3. Reports

The Candidate will provide a report to the University and Industry Partner at the end of the Internship which addresses the Candidate’s experience during the Internship, the Internship Outcomes and the Research Project.

1. Issues affecting continuation of the Internship
   1. Good faith

The Industry Partner and the University will meet in good faith to resolve any issues that arise before or during the Internship with respect to or concerning the Internship.

* 1. Action by Industry Partner
     1. If the Industry Partner considers that Candidate is at risk, fails to comply with a lawful and reasonable direction from the Industry Partner, is not competent, does not, or cannot, conduct themselves in a safe or professional manner or is in breach of an obligation to the Industry Partner or the University in relation to the Internship, the Industry Partner may (acting reasonably):
        1. suspend or terminate that Candidate’s Internship;
        2. restrict access by that Candidate to its Premises;
        3. direct that Candidate to leave the Premises; or
        4. direct any combination of clauses 7.2(a)(i)) to 7.2(a)(iii).
     2. The Industry Partner must notify the University immediately if a Candidate is excluded. The matter will then be the responsibility of the University.
     3. If the Industry Partner considers that the conduct of the Candidate may warrant disciplinary action the Industry Partner must, as soon as practicable, notify the University and provide details about the conduct and the grounds upon which it considers that disciplinary action may be taken.
  2. Action by University

The University may for any reason, on notice in writing to the Industry Partner, withdraw a Candidate from the Internship. In the event of such withdrawal, the University shall not have any liability to the Industry Partner for any loss, cost or damage suffered or incurred by the Industry Partner in relation to that withdrawal or the Candidate failing to complete the Internship.

1. GST
   1. Definitions

In this clause 8:

* + 1. Recipient means a party to whom a Supply is made;
    2. Supply means a supply made under or in connection with this Agreement;
    3. Supplier means a party making a Supply; and
    4. words or expressions that are defined in the GST Act have the same meaning in this clause 8.
  1. GST exclusive
     1. Unless otherwise stated in this Agreement, all amounts payable under or in connection with this Agreement are exclusive of GST.
     2. Despite any other provision in this Agreement, if a Supplier makes a Supply on which GST is imposed, and which is not a Supply the consideration for which is expressly described in this Agreement as GST-inclusive:
        1. the GST-exclusive consideration for that Supply is increased by, and the Recipient must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and
        2. the amount by which the GST-exclusive consideration is increased under clause 8.2(b)(i) must be paid to the Supplier by the Recipient at the same time as the GST-exclusive consideration is payable.
     3. If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

1. Intellectual Property
   1. Background Material
      1. Each Party acknowledges and agrees that nothing in this Agreement assigns ownership of any Intellectual Property Rights in a Party’s Background Material to any other Party.
      2. Each Party grants to each other Party a non-exclusive, irrevocable, world-wide, non-transferable, royalty free licence to use its Background Material solely for the purposes of fulfilling their obligations under this Agreement, including for the avoidance of doubt in the case of the Candidate, the purpose of completing their Studies, Research Project and Thesis.
      3. Each Party warrants to each other Party that its Background Material and any data or Intellectual Property Rights owned by a third party that is provided to each other Party:
         1. is appropriately licensed to the Party by the relevant third party;
         2. when used by another Party, will not infringe the Intellectual Property Rights of any third party; and
         3. is not supplied to either of the other Parties in breach of any confidentiality obligations owed by the Party to any third party or in breach of the Privacy Laws.
   2. Project IP

Project IP will be owned in accordance with one of the following options as set out in Item 11.

* + 1. **Option 1: Project Intellectual Property owned by Industry Partner**
       1. Subject to clause 9.2(a)(iii), ownership of any Project Intellectual Property will vest upon its creation in the Industry Partner.
       2. The Candidate:
          1. assigns all of its rights, title and interest in any Project Intellectual Property to the Industry Partner on and from its creation (including by way of assignment of future Project Intellectual Property);
          2. agrees to sign any document or do anything reasonably necessary to enable the Industry Partner to secure or perfect such ownership at the cost of the Industry Partner.
       3. The Industry Partner and the University acknowledge that the Candidate will retain all copyright in the Project Results.
       4. The Industry Partner grants to the Candidate and University a non-exclusive, irrevocable, perpetual, royalty free licence to use and disclose the Project Intellectual Property for:
          1. internal, non-commercial purposes;
          2. the purposes of any publications permitted under clause 12.2; and
          3. the Candidate to complete their Studies, the Research Project and Internship.
    2. **Option 2: Project Intellectual Property owned by University**
       1. Subject to clause 9.2(b)(iii), ownership of any Project Intellectual Property will vest upon its creation in the University.
       2. The Industry Partner and Candidate:
          1. assigns all rights, title and interest in any Project Intellectual Property to the University on and from its creation (including by way of assignment of future Project Intellectual Property); and
          2. agrees to sign any document or do anything reasonably necessary to enable the University to secure or perfect such ownership at the cost of the Industry Partner.
       3. University and the Industry Partner acknowledge that the Candidate will retain all copyright in the Project Results.
       4. The University grants to the Industry Partner and Candidate a non-exclusive, irrevocable, perpetual, royalty free licence to use and disclose the Project Intellectual Property for:
          1. internal, non-commercial purposes;
          2. the purposes of any publications permitted under clause 12.2; and
          3. the Candidate to complete their Studies, the Research Project and Internship.
    3. **Option 3: Project Intellectual Property owned by Candidate** 
       1. The Parties acknowledge that ownership of any Project Intellectual Property will vest upon its creation in the Candidate.
       2. The Industry Partner and the University:
          1. each respectively assign its rights, title and interest in any Project Intellectual Property to the Candidate on and from its creation (including by way of assignment of future Project Intellectual Property); and
          2. each agree to sign any document or do anything reasonably necessary to enable the Candidate to secure or perfect such ownership at the cost of the Candidate.
       3. The Candidate grants to the Industry Partner and the University a non-exclusive, irrevocable, perpetual, royalty free licence to use and disclose the Project Intellectual Property for:
          1. internal, non-commercial purposes;
          2. the purposes of any publications permitted under clause 12.2.
  1. Commercialisation

If a Party considers there is a potential to Commercialise the Project Intellectual Property or other outcomes from the Research Project:

* + 1. the Party must notify the other Parties; and
    2. the Parties must confer in good faith and using reasonable efforts to determine if, how and on what terms, to pursue Commercialisation.
  1. Moral rights
     1. Each Party:
        1. acknowledges the existence and creation of Moral Rights conferred on the Candidate in respect of the Project Results;
        2. will immediately notify the other Party in writing upon becoming aware of an infringement or a possible infringement of Moral Rights in relation to Material used or created during the course of the Research Project;
        3. will meet to determine in good faith the appropriate steps to undertake to resolve any infringement or potential infringement of Moral Rights relating to material used or created during the course of the Research Project to the satisfaction of the Parties and the Candidate.
     2. The University and the Industry Partner will use all reasonable endeavours to respect the Candidate’s Moral Rights in the Project Results, the Thesis and any Publications.
     3. The Candidate acknowledges the University and the Industry Partner may not be able to always respect the Candidate’s Moral Rights and the Candidate waives and releases the University and the Industry Partner from any Claim for infringement of the Candidate’s Moral Rights due to:
        1. the adaptation, revision, addition or deletion of any part of the Thesis or Project Results;
        2. the combination of any part of the Project Results with other materials; or
        3. any Publication incorporating a part of the Project Results omitting the name of the Candidate.

1. Information sharing and Privacy
   1. Sharing information

The University and the Industry Partner acknowledge that in carrying out the Internship:

* + 1. sharing information with each other under this Agreement is integral to the successful execution of the Candidate’s Internship;
    2. the Parties will have access to, and will transfer between them, information which may be personal information under the Privacy Laws; and
    3. when dealing with the Candidate’s personal information, both Parties must comply with their obligations under the Privacy Laws.
  1. Candidate consent

The Candidate consents to the disclosure of relevant personal information (including sensitive personal information) between the University and the Industry Partner for relevant purposes in connection with this Agreement.

1. Dispute resolution
   1. Limitation on proceeding to court

The Parties must not commence any court proceedings relating to any dispute arising from this Agreement (**Dispute**) unless the process in this clause 11 has been followed.

* 1. Notice

The Party claiming a dispute must send each other Party a notice in writing setting out the nature of the Dispute and the Party's preferred method of remedy.

* 1. Negotiate in good faith

The Parties must negotiate in good faith to settle a Dispute arising between them, including through negotiation between the Parties or their representatives.

* 1. Time to negotiate

If the dispute cannot be settled by negotiation within 30 Business Days, the Parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute or commence legal proceedings.

* 1. Costs

Each Party will bear its own costs of complying with this clause11, and the Parties will bear equally the costs of any agreed third person engaged under clause 11.4.

* 1. Continuing obligations

During any dispute, the Parties must continue to perform their respective obligations under this Agreement to the extent reasonably possible.

1. Confidentiality
   1. No disclosure
      1. No Party will disclose to any other person, any Confidential Information of any other Party (**Disclosing Party**) without the prior written consent of the Disclosing Party provided that such consent is not unreasonably withheld.
      2. In giving its written approval under clause 12.1(a), the Disclosing Party may impose reasonable terms and conditions.
      3. The obligations of a Party under this clause 12 will not be taken to have been breached where the information referred to is legally required to be disclosed.
   2. Publications

The provisions of this clause 12.2 apply to the University and Industry Partner only. Without limiting the operation of clause 12.1:

* + 1. where either the University or the Industry Partner (**Publishing Party**) wishes to publish information or results arising from the conduct of the Research Project or the Project Results, it must first provide a copy of the proposed Publication to the other Party at least 30 days prior to the proposed submission date for Publication;
    2. the other Party, acting reasonably may, within the 30-day period do any of the following by written notice to the Publishing Party:
       1. require the Publishing Party to delete the other Party’s Confidential Information from the Publication; or
       2. require the other Party to delay Publication for up to 90 days to allow the other Party to file patent applications or take other steps to protect Intellectual Property Rights; or
       3. require the other Party to amend the Publication to remove a methodology or technique where disclosure would preclude undertaking the Commercialisation of an invention arising from the Research Project.
    3. The Publishing Party must comply with a notice issued under clause 12.2(b) provided that the requirement is reasonable and goes no further than is necessary in the circumstances.
    4. If no response is received from the other Party within the 30-day period, the Publishing Party may proceed with the Publication.

1. Insurance and indemnity
   1. University insurance

The University must have and maintain during the Term, valid and enforceable insurances for:

* + 1. public liability in the amount of $20 million per one occurrence; and
    2. professional indemnity insurance.
  1. Industry Partner Insurance

The Industry Partner must have and maintain during the Term, valid and enforceable insurances for:

* + 1. public liability in the amount of $20 million per one occurrence; and
    2. workers’ compensation as required by Law.
  1. Indemnity

Each Party indemnifies each other Party against any Claim arising from, and costs incurred (whether before or after termination of this Agreement) in connection with:

* + 1. a Party’s negligent, wilful or fraudulent act or omission;
    2. personal injury (including sickness or death), property loss or damage caused or contributed to by a Party; and
    3. breach of this Agreement,

except to the extent to which the acts, errors or omissions of another Party contributed to or caused the act or omission, personal injury, property loss or damage, or breach of the Agreement.

1. Termination
   1. Rights to terminate

This Agreement and the Internship may be terminated immediately by notice in writing:

* + 1. to the extent permitted by Law, by the University, if the Industry Partner suffers an event of insolvency including any step to appoint an administrator, receiver, liquidator or a resolution to wind up is passed;
    2. by the University, if the Candidate discontinues their Studies prior to the completion of the Thesis for any reason; or
    3. by either the University or the Industry Partner if the other party is in breach of any provision of this Agreement and does not remedy the breach within thirty (30) days of receipt of a written notice requiring it to do so.
  1. Procedure after termination
     1. On termination:
        1. the Industry Partner must immediately pay any outstanding amount of the Industry Partner’s Contribution all due at the date of termination;
        2. the Candidate must deliver to the University the Project Results in their current form; and
        3. if requested by the Disclosing Party, the relevant party must return Confidential Information to the Disclosing Party.
     2. If the termination is due to the default or insolvency of the Industry Partner, then the Industry Partner must pay to the University all of the reasonable costs incurred by the University arising from the termination, including any legal costs.
  2. Discontinuance of Studies

If the Candidate discontinues their Studies prior to the completion of the Internship for any reason, then upon written notice by the University to the Candidate, the Candidate is discharged from any future obligations under this Agreement and all his or her rights to the Stipend cease immediately.

1. Notices and other communications
   1. Service of notices

A notice must be:

* + 1. in writing, in English and signed by a person duly authorised by the sender; and
    2. hand delivered or sent by prepaid or email to the recipient's address for notices specified in the Information Table for that Party, or as varied by any notice given by the recipient to the sender.
  1. Effective on receipt

A notice given in accordance with clause 15.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

* + 1. if hand delivered, on delivery;
    2. if sent by prepaid post, on the fourth Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
    3. if sent by email:
       1. when the sender receives an automated message confirming delivery; or
       2. four Business Hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first,

but if the delivery, or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

1. General
   1. Amendment

This Agreement can only be amended or replaced by another document executed by all of the Parties.

* 1. Assignment

No Party may assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement without the written consent of the other Parties which may be withheld in those Parties absolute and unfettered discretion.

* 1. Representations and warranties

The Parties to this Agreement represent and warrant that:

* + 1. they have the capacity, power and authorisation to enter into and perform their obligations under this Agreement; and
    2. they will comply with all Laws relevant to the performance of their obligations under this Agreement.
  1. Approvals and consents

By giving its approval or consent a Party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the approval or consent.

* 1. Variation and waiver

A provision of this Agreement, or a right created under it, may not be waived or varied except in writing, signed by the Party or Parties to be bound.

* 1. No merger

The warranties, undertakings and indemnities in this Agreement do not merge on expiry or termination of this Agreement.

* 1. Indemnities

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the Parties under this Agreement and continue after this Agreement ends. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

* 1. No partnership, trust, agency etc
     1. Nothing in this Agreement creates a partnership relationship between the Parties and a Party must not hold itself out as being a partner of the other Parties.
     2. A Party is not, and must not hold itself out as being, a trustee, agent or representative of the other Parties.
  2. No authority to do any thing

Subject to this Agreement, each Party has no authority to do anything on behalf of the other Parties, including to:

* + 1. act for or represent the other Parties;
    2. assume any obligation or incur any liability on behalf of the other Parties; or
    3. in any way bind the other Parties to anything.
  1. Governing law
     1. This Agreement is governed by the Laws of the Australian Capital Territory.
     2. Each Party submits to the non-exclusive jurisdiction of the courts of that Territory and of any court that may hear appeals from any of those courts.
  2. Giving effect to documents

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other Party may reasonably require to give full effect to this Agreement and the rights and obligations contemplated under it.

* 1. Variation of rights

The exercise of a right does not prevent any further exercise of that right or of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or variation of the terms of this Agreement.

* 1. Construction

No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

* 1. Inconsistent law

To the extent permitted by Law, this Agreement prevails to the extent it is inconsistent with any Law.

* 1. Supervening legislation

Any present or future legislation which operates to vary the obligations of a Party in connection with this Agreement with the result that another Party’s rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

* 1. Consents

Where this Agreement contemplates that a Party may agree or consent to something (however it is described), that Party may:

* + 1. agree or consent, or not agree or consent, in its absolute discretion; and
    2. agree or consent subject to conditions,
    3. unless this Agreement expressly contemplates otherwise.
  1. Counterparts

This Agreement may be executed in counterparts.

1. –Project Plan
2. - Internship Outcomes
3. – Industry Partner’s Contribution
4. **Sum of Industry Partner’s Contribution**

The total of the Industry Partner’s Contribution for the Term of this Agreement is **$[insert]** (exclusive of GST).

1. **Payment of Industry Partner’s Contribution**

The Industry Partner must**,** during the Term, pay to the University the Industry Partner’s Contribution to the Stipend in the following increments and at the following times:

|  |  |
| --- | --- |
| **Due Date** | **Amount** |
| Commencement Date |  |
| First anniversary of the Commencement Date |  |
| Second anniversary of the Commencement Date |  |
| **Total** |  |

1. **Other contributions**

In addition to payment of the Industry Partner’s Contribution, the Industry Partner must:

1. spend up to $[insert] per annum to meet miscellaneous costs associated with the Candidate’s research work. The University will retain and administer this amount at its discretion; and
2. spend up to $[insert] for conference attendance and related travel.
3. – University’s Contribution
4. **Sum of University’s Contribution**

The total of the University’s Contribution for the Term of this Agreement is **$[insert]** (exclusive of GST).

1. **Payment of University’s Contribution**

The University must**,** during the Term, pay to the Candidate the University’s Contribution to the Stipend in the following increments and at the following times:

|  |  |
| --- | --- |
| **Due Date** | **Amount** |
| Commencement Date |  |
| First anniversary of the Commencement Date |  |
| Second anniversary of the Commencement Date |  |
| **Total** |  |

Signing page

**EXECUTED as** **an agreement**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the **University** in the presence of:    Signature of witness    Name of witness (block letters) |  | Signature of authorised representative    Name of authorised representative (please print) |

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the **Industry Partner** in accordance with section 127 of the Corporations Act 2001 (Cth):    Signature of director    Name of director (please print) |  | Signature of director/company secretary    Name of director/company secretary (please print) |

|  |  |  |
| --- | --- | --- |
| Signed by the **Candidate** in the presence of:    Signature of witness    Name of witness (block letters) |  | Signature of Candidate    Name of Candidate (please print) |