

3rd August 2018

Yarra Ranges Tech School (YRTS)
Box Hill Institute
465 Elgar Road,
Box Hill,
Victoria 3128

Dear Sir,

School of Information Technology – Project Agreement

Thank you for agreeing to be a part of the Project Based Learning Program (**Program**) conducted by Deakin's School of Information Technology. The aim of the Program is to provide students with the opportunity to work on real-life information technology projects for business.

Yarra Ranges Tech School (YRTS), Box Hill Institute (ABN: 76 268 630 462) has requested that the project described in the **Schedule (Project)** be undertaken by Deakin students involved in the Program. The purpose of this letter is to confirm the details of the agreement between Deakin University (**Deakin**) and Yarra Ranges Tech School (YRTS), Box Hill Institute(**the Client**) in relation to the conduct of the Project (**Agreement**).

1. The details of the Project, including the intended deliverables (**Deliverables**) are set out in the **Schedule**.
2. The Project will be performed by the students named in the **Schedule** and any other students or persons appointed by Deakin and advised to the Client from time to time (**Students**).
3. The Students will commence work on the Project as close as possible to the Estimated Start Date in the **Schedule** and will finish work on the Project at the earlier of its completion or the End Work Date in the **Schedule (End Work Date)**.
4. The Students will conduct the Project under the supervision and direction of the academic supervisor from the School of Information Technology named in the **Schedule (Deakin Supervisor)**.
5. The Client contact named in the **Schedule (Client Contact)** will be the main point of contact for the Deakin Supervisor and the Students in relation to the Project.
6. The Client Contact must:
 - (a) ensure that Students are provided with all information required to carry out the Project;
 - (b) be reasonably available by electronic means to answer any questions that the Students and the Deakin Supervisor may have about the Project;
 - (c) attend at least three Project meetings (either in-person at Deakin or by electronic means) as agreed with the Deakin Supervisor; and
 - (d) provide feedback on the Project to the Deakin Supervisor within 7 days of completion of the Project or the End Work Date, whichever occurs earlier.

7. Where Students are to attend the Client's premises for the purposes of the Project, the Client must ensure that the Students are exposed to a working environment that complies with all applicable occupational health and safety laws.
8. The Client:
 - (a) will retain ownership of intellectual property in any materials it provides to the Students to perform the Project;
 - (b) will own the intellectual property in the Deliverables on their creation; and
 - (c) where possible, will acknowledge the Students' authorship of the Deliverables.
9. Subject to the confidentiality undertakings in the Agreement, the Client grants:
 - (a) to each Student, a licence to use the Deliverables as a part of their assessment submissions in the Deakin study unit for which they are undertaking the Project; and
 - (b) to Deakin, the right to retain a copy of the Deliverables for record purposes in respect of the Program.
10. Prior to a Student commencing work on the Project, Deakin will procure from the Student a fully executed Deed of Confidentiality and Assignment of Intellectual Property in the form set out in **Annexure A**.
11. To the extent permitted by law, all express and implied warranties with respect to the Project or its outcomes are excluded. While Deakin will use all reasonable endeavours to ensure the Project and Deliverables are completed and provided on or before the End Work Date, Deakin does not warrant that this will occur. Nor does Deakin warrant that the conduct of the Project will yield any specific result or that the Deliverables will be of commercial value to the Client. The Client uses the Deliverables at its own risk.
12. The Client acknowledges that the Students must stop work on the Project by the End Work Date at the latest, irrespective of the stage reached in the conduct of the Project or the production of the Deliverables. Any partially completed Deliverables will be provided to the Client on the End Work Date.
13. A Student's involvement in the Project will be terminated if:
 - (a) the Student ceases to be enrolled in the unit for which they are taking part in the Project;
 - (b) the Student withdraws from the Project for any reason;
 - (c) the Student is in breach of Deakin's legislation, including without limitation its Student Discipline Regulations; or
 - (d) the Student's academic progress is judged to be unsatisfactory, as determined in accordance with Deakin's legislation, policies and procedures.
14. If a Student's involvement in the Project is terminated in accordance with **paragraph 13**:
 - (a) Deakin will notify the Client in writing as soon as reasonably practicable;
 - (b) the Client will have no further correspondence with that Student in relation to the Project; and
 - (c) Deakin will use all reasonable endeavours to ensure the Project continues to be performed by the remaining Students.
15. This Agreement may be terminated by either party giving 28 days written notice. If this Agreement is terminated each party is released from its obligations (except those which are to survive termination) and each party will retain the rights it has accrued.
16. The Students will not be employees of, or receive any remuneration from the Client for the conduct of the Project.

17. Neither party may use the name or logo of the other party or any variation thereof, without prior written consent.
18. Each party will maintain the confidentiality of any confidential information of the other party (**Confidential Information**) and will not use such information without prior written consent, unless such disclosure is required by law. Confidential Information does not include information which is in the public domain other than by breach of this Agreement.
19. Each party agrees to comply with and be bound by the provisions of the *Privacy and Data Protection Act 2014* (Vic) with respect to any act done, or practice engaged in for the purpose of this Agreement.
20. **Clauses 8, 9, 11 and 18** will survive the termination or expiry of this Agreement.
21. This Agreement may only be altered or varied in writing signed by each of the parties.
22. The terms of the Agreement are governed by the laws of Victoria, and constitute the entire agreement between the parties in relation to the Project.

Would you please sign the enclosed copy of this letter and return it to **tmanawad@deakin.edu.au** to confirm the above arrangements.

Alternatively return via mail to:

Mr Barti Murugesan/Mr Mark Tolson
Industry Projects Coordinator/Industry Engagement Manager (WIL)
Faculty of Science, Engineering & Built Environment
Deakin University
221 Burwood Highway
Burwood Vic 3125

Yours sincerely

Prof John Yearwood
Head of School - Information Technology
Faculty of Science, Engineering & Built Environment
Deakin University

Agreed:

.....
Signature of authorised officer of Yarra Ranges Tech School (YRTS), Box Hill
Institute

.....
Name (please print)

Date:.....

Schedule

School of Information Technology Project Agreement

Project Details

Project Title	Web application for AI-Optimisation problems (Y10CH2DB2)
Project Summary	<p>The Yarra Ranges Tech School seeks the development of a web application to promote learning and understanding of the principles of AI-Optimisation problems. The AI should utilise global food distribution and sourcing data to simulate the effects of changing weather patterns, water availability, and increasing population have on global food supply. The AI needs to address long-term sustainable solutions and address key functions of Affordability and pricing and maximising yield.</p> <p>The application should allow for visual design and operation to undertake analysing global food supply and promote the role and use of AI-Optimisation problems in making informed decisions on a PC/laptop working in groups or teams of three.</p>
Intended Deliverables	Application installed on YRTS Application server and tested on laptop/PC for use in teams.
Estimated Start Date	1 st August 2018
End Work Date	19 th October 2018
Students	Name: Akhil Peddineni Course: Master of Information Technology (Professional) Role: Team Lead
	Name: Tharini Manawadu De Silva Course: Master of Information Technology (Professional) Role: Product Owner
	Name: Sushma Devabattini Course: Master of Information Technology (Professional) Role: Designer
	Name: Modi Parth Dinesh Course: Master of Information Technology (Professional) Role: Frontend Developer
	Name: Kunal Dhariwal Course: Master of Information Technology (Professional) Role: Frontend Developer
	Name: Predit Regmi Course: Master of Information Technology (Professional) Role: Backend Developer
Deakin Supervisor	Asef Nazari School of Information Technology Deakin University Geelong Waurn Ponds Campus +61 3 522 78674 asef.nazari@deakin.edu.au
Client Contact Person	Yarra Ranges Tech School (YRTS), Box Hill Institute 465 Elgar Road, Box Hill, Victoria 3128 9286 9586 g.paynter@boxhill.edu.au

Annexure A

Deed of Confidentiality and Assignment of Intellectual Property

This Deed of Confidentiality and Assignment of Intellectual Property is made by the undersigned in favour of Yarra Ranges Tech School (YRTS) , Box Hill Institute (**Client**).

1. Interpretation

For the purposes of this Deed all capitalised terms have the meaning given to them in the attached School of Information Technology Project Agreement between Deakin University and the Client, unless the context requires otherwise.

2. Confidential Information

I acknowledge that:

- (a) I am enrolled in a course at Deakin;
- (b) as part of my course I will be undertaking the Project;
- (c) while conducting the Project I may have access to Confidential Information of the Client;
- (d) Confidential Information may be obtained by me in oral, written or electronic form.

I agree not to disclose to any person or use for any purpose (other than in the conduct of the Project) any such Confidential Information, unless I am authorised by the Client or required by law to do so.

If requested by the Client, I will return or securely destroy the Confidential Information and all copies of the Confidential Information in whatever form or media it is held.

3. Intellectual Property

I assign to the Client all of my present and future intellectual property rights in the Deliverables and will do all things and sign all documents reasonably requested by the Client to perfect this assignment.

I consent to the Client using the Deliverables without attribution of authorship and to modifying, re-writing or editing them, but I do not consent to the Client falsely attributing authorship or creation of the Deliverables.

4. Independent Legal Advice

I acknowledge that this Deed affects my legal rights and imposes legal obligations on me, and that I am entitled to obtain independent legal advice prior to execution of this Deed.

Signed Sealed and Delivered in the presence of:



.....
Signature of witness

Asef Nazari

.....
Name of witness (please print)



.....
Signature of Student

Akhil Peddineni

.....
Name of Student (please print)

Deakin University, Burwood

.....
Address (please print)

03/08/2018

Date:



.....
Signature of Student

Tharini Manawadu De Silva


.....
Name of Student (please print)

Deakin University, Burwood

.....
Address (please print)

03/08/2018

Date:



.....
Signature of Student

Sushma Devabattini

.....
Name of Student (please print)

Deakin University, Burwood

.....
Address (please print)

03/08/2018

Date:

Parth

.....
Signature of Student

Modi Parth Dinesh

.....
Name of Student (please print)

Deakin University, Burwood

.....
Address (please print)

.....
Date: 03/08/2018

Kunal Sharma

.....
Signature of Student

Predit Regmi Kunal Dhariwal

.....
Name of Student (please print)

Deakin University, Burwood

.....
Address (please print)

.....
Date: 03/08/2018

Predit

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Signature of Student

Predit Regmi

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Name of Student (please print)

Deakin University, Burwood

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Address (please print)

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Date: 03/08/2018