

Agreement for a Student Project with an Industry Client - DATED: 15/07/2015

Between GETSKILLS LTD of Level 27, PWC Tower, 188 Quay Street, Auckland New Zealand ("the Client") and UNIVERSITY OF AUCKLAND of 38 Princes Street, City Campus, Auckland 1142, New Zealand ("the University") AND

(the Student)

The Student is enrolled in a course ("Course") at the University that requires him/her to undertake a project ("the Project"). Sponsoring the Project may offer the Client the chance to evaluate, design and/or implement a technical or business need and the Client has offered to sponsor the Project. The University, Client and the Student wish to collaborate in accordance with the terms of this agreement to enable the Student to conduct the Project as part of the requirements for his/her Course.

For the purposes of this agreement:

"Background Material" means any software, documentation, or other materials Client makes available to Student or University (and any derivative works of the same), including any Intellectual Property associated with such materials (in relation to the Background Material, Client makes no warranties, express, implied or otherwise, regarding the accuracy, completeness, non-infringement of third party rights, or merchantability or fitness for a particular purpose);

"Developed Material" means all material developed by the Student, whether before or after the date of this agreement, for the purpose of conducting and completing the Project, including any analysis, specifications, source code and Intellectual Property associated with such materials but expressly excludes any Background Material.

"Intellectual Property" or "IP" means statutory and other proprietary rights in respect of trade marks, designs, patents, circuit layouts, copyright, plant breeders rights, confidential information, know-how and all other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

"Confidential Information" means all information of whatever description which is by its nature confidential or which is identified as confidential at the time of disclosure, excluding information (i) that is or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to another party; (ii) that a party can prove was already known to it at the time of disclosure by the disclosing party without an obligation of confidence; (iii) that is proven to be independently developed; or (iv) that is required by a party to be disclosed by law.

Permissions: The University agrees the Student may undertake the Project with the Client. The Student acknowledges that he/she has been given an opportunity to seek independent legal advice prior to executing this agreement.

Project: The Client has identified the Project, an outline of which is provided in the Schedule. The University will supervise the Student throughout the Project, in consultation with the Client where appropriate. The Client undertakes to mentor and guide the Student in consultation with the University as appropriate.

Costs: The parties agree that the Student is not providing a consultancy or similar service and that there will be no fee payable in connection with the Student performing the Project. The Client agrees that it will pay and be liable for all reasonable costs and expenses associated with the Student performing the Project, such costs may include travel, accommodation and purchase of hardware, software and experimental equipment. The Student agrees that he/she will not incur costs without the prior written approval of the Client.

Intellectual Property: Each party owns their Background Material. Student and Client both own IP rights in the Developed Material. Student grants Client a royalty free, non-exclusive right to use, reproduce and adapt such of his or her pre-existing IP as necessary and only to the extent reasonably required for Client to exercise its ownership rights in relation to the Developed Material.

Confidentiality: The Student and University will keep confidential all Confidential Information that comes into their possession or knowledge until three (3) years following termination of this agreement. All Confidential Information (including all copies thereof) shall be promptly returned to the disclosing party upon the disclosing party's written request or upon termination of this agreement. Each party agrees that any breach of the confidentiality or intellectual property clauses of this agreement may cause irreparable harm to the other party for which monetary damages may be inadequate. Accordingly, the harmed party may be entitled to injunctive or other equitable relief to remedy any threatened or actual breach by another party.

Publication: The Student and University will not copy, reproduce, divulge, publish or circulate (or authorise or permit anyone else to copy, reproduce, divulge, publish or circulate) any Developed Material that incorporates the Client's Background Material, any Confidential Information of the Client or any other information that is the property of the Client, without the prior written approval of the Client. The University and Client are otherwise permitted to publish the Developed Material to the extent that it does not breach this clause.

Termination: This agreement can be terminated by any party providing written notice to all other parties. Clauses relating to Intellectual Property, Publication and Confidentiality will survive termination of this agreement.

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Acknowledgement: The parties acknowledge that the Project will be conducted by a student who may not be experienced in research of any kind and whose work cannot be controlled by the University. The Student and University each give no warranty or undertaking as to:

- a. the timing of any part of the Project; or
- b. the outcome of the Project; or
- c. the suitability of the Developed Material for any purpose; or
- d. whether the Developed Material infringes any third party IP.

Limitation of Liability: The total liability of each of the University, the Client and the Student, howsoever caused, arising directly or indirectly under this agreement, when taken together is limited to NZ\$1,000.

Applicable Law: This agreement is governed by and is to be construed in accordance with the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

Industry Rep Name

UoA Rep Name

Yadwinder

Sign Here

Sign Here

Yadwinder

Student Name

Student Name

Student Name

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Student Name

Student Name

Student Name

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