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| **ICT302 ITPP Project Unit – Individual Student Agreement** |

1. In consideration of Murdoch arranging for you to participate in the Project Unit, you agree that you will:

a. refer to your Study Guide for further information relating to the Project Unit and follow any requirements and meet any prerequisites described in the Study Guide;

b. attend any induction programs provided by Murdoch, read all relevant materials provided and meet with your Murdoch Supervisor and/or the Project Unit coordinator before the commencement of the Project Unit to determine the Project Unit Activities for the Project Unit;

c. attend any meetings with the Organisation, and read any information provided by the Organisation, to assist you with the Project Unit Activities;

d. comply with the Organisation’s workplace and other policies and procedures, including in relation to occupational health and safety and confidentiality, of which you are advised by the Organisation;

e. communicate with your Murdoch Supervisor and notify your Murdoch Supervisor of any problems that arise during the Project Unit;

f. communicate with your Industry Liaison as reasonably required for you to conduct the Project Unit Activities;

g. act courteously and diligently whilst undertaking the Project Unit Activities; and

h. advise your Murdoch Supervisor as soon as possible if for any reason, for example sickness, you cannot participate in the Project Unit Activities for a period of time or if your participation in the Project Unit Activities needs to be ended.

2. You acknowledge that:

a. you will not be an employee of the Organisation as a result of participating in the Project Unit Activities;

b. you will not receive any payment from the Organisation for your Project Unit Activities or in respect of any Project Unit Activity Outcome;

c. you will not be entitled to receive workers’ compensation, superannuation, remuneration, annual leave, sick leave, long service leave or any other type of leave or employment related benefit from the Organisation; and

d. you have no expectation whatsoever of being offered employment with the Organisation after completing the Project Unit Activities.

3. You acknowledge that your participation in the Project Unit Activities may be suspended or terminated by Murdoch in the following circumstances:

a. you are unable, after feedback, due instruction and guidance, to achieve the stated objectives of the Project Unit or perform the Project Unit Activities satisfactorily without an inappropriate or an unattainable degree of supervision;

b. you are guilty of dishonesty or wilful misconduct;

c. you act in a manner detrimental to the experience of other students;

d. you breach the legal, ethical or professional codes of the Organisation or of the industry concerned, the Australian Computer Society (ACS) Code of Conduct or any of Murdoch’s policies; or

e. the Organisation is unable or unwilling to continue its participation in the Project Unit.

4. You will receive no right, title or interest in Background Intellectual Property and you may only use Background Intellectual Property for the purpose of the conduct of the Project Unit Activities.

5. Any Project Unit Intellectual Property created by you will be owned by you and/or Murdoch, as determined by the IP Regulations.

6. You grant the Organisation a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence to use, exploit, develop and copy any Project Unit Intellectual Property created by you for the purpose of its business activities.

7. You must keep any Confidential Information confidential and only use it for purposes relating to the Project Unit. This will not prevent you from disclosing information as required by law, with the Organisation’s permission and as permitted by clause 8.

8. Nothing (except for clause 9) will prevent you from describing the activities conducted as part of the Project Unit, and showing or demonstrating the outcomes, as long as Confidential Information that pre-existed the commencement of the Project Unit is still kept confidential.

9. If you receive personal information about an individual as part of the Project Unit, you must keep that information confidential and only use it for the purposes of the Project Unit. You must also comply with any policies of the Organisation, of which you are advised, relating to personal information.

10. If any part of this agreement is or becomes unlawful, void or unenforceable that part will be read down, if possible, so as to be valid and enforceable and, if this is impossible, that part will be severed from this agreement and the remaining parts of the agreement will remain in full force and effect. This clause will have no effect if reading down or severance would materially alter the intended operation of the agreement.

11. This agreement is governed by and is to be construed in accordance with the laws in force in Western Australia.

12. This agreement can be amended by another document signed by Murdoch and you.

13. You agree that you will, at Murdoch’s expense, execute all documents and give such assistance as Murdoch reasonably requires to give effect to this agreement.

14. Your obligations under clauses 7 and 9 survive expiry or termination of this agreement.

15. In this agreement:

a. “Background Intellectual Property” means Intellectual Property made available by the Organisation or Murdoch for the purpose of Project Unit Activities, which:

i. is owned by a third party; or

ii. was created or acquired by the Organisation or Murdoch independently of the Project Unit Activities.

b. “Confidential Information” means business, commercial or financial information of the Organisation (whether pre-existing or created as part of the Project Unit), but does not include information: (a) in the public domain; or (b) created or acquired by you independently of the Project Unit.

c. “Industry Liaison” means the person appointed by the Organisation as your liaison and contact person for the Project Unit.

d. “Intellectual Property” includes copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, rights in respect of confidential information (including trade secrets and know-how) and circuit layouts.

e. “IP Regulations” means Murdoch’s Intellectual Property Regulations.

f. “Murdoch Supervisor” means your academic supervisor at Murdoch for the purpose of the Project Unit.

g. “Project Unit” means any of Murdoch’s Discipline of Information Technology’s project units, in which the Organisation is participating, including those specified at the front of this agreement.

h. “Project Unit Activities” means activities conducted as part of the Project Unit.

i. “Project Unit Activity Outcome” means any outcome of the Project Unit Activities, including but not limited to the Project Unit Intellectual Property.

j. “Project Unit Intellectual Property” means any Intellectual Property arising out of Project Unit Activities.

k. “Study Guide” means the study or unit guide made available by Murdoch for the unit of which the Project Unit forms part.

l. All other capitalised words have the meaning specified at the top of this agreement.