

To: Andrew Busch

Address: Griffith University | Nathan campus | QLD 4111 | Building (N79) Room 3.07G

15 Apr 2021

DEED OF LICENCE

Andrew Busch has agreed to be the client for a volunteer student project on the terms and conditions set out in this letter. Please acknowledge your acceptance of these terms and conditions by:

- (a) signing a copy of this letter on the last page as indicated, in the presence of a witness;
- (b) having the witness sign in the place indicated and print her or his name; and
- (c) returning the signed copy to the [Ben Li] immediately.

1. Term of Project

This letter confirms that the Interface project commenced on 16/Apr and will continue until the earlier of: the completion of the volunteer student project; or the termination of the project in accordance with paragraph 6 of this letter.

2. Project Deliverables

The volunteer student interface project team (interface project) will provide the following deliverables to Andrew Busch representative:

- (ii) Source code file

As at the date of this document the student project group envisages that the development of the NAME OF PRODUCT will include the following components:

- (i) Andrew Busch will allocate a representative to liaise with the INTERFACE PROJECT TEAM;
- (ii) the INTERFACE PROJECT TEAM will develop and supply the following to Andrew Busch:
 - (a) a proposal for the scope of work of the project and its development, and a statement of objectives (Project Vision and Plan);
 - (b) various iterations of the Product for evaluation; and
 - (c) a final version of the Program/Product for use by ANDREW BUSCH, complete with product and user documentation, and an Acceptance Test Report;
- (iii) Andrew Busch will review the proposals, statements and other documentation provided by the INTERFACE PROJECT TEAM;
- (iv) Andrew Busch will discuss the proposals, statements and other documentation with the INTERFACE PROJECT TEAM; and
- (v) Andrew Busch and the INTERFACE PROJECT TEAM will agree on the proposals, statements and other documentation.

All aspects of the Program and the project will be subject to the approval of ANDREW BUSCH. ANDREW BUSCH will give final approval of the proposals, statements and other documentation and the Program if it is satisfied that it meets the project objectives.

3. **Relationship**

INTERFACE PROJECT TEAM is involved with Andrew Busch as volunteers and Andrew Busch acknowledges such involvement does not create any employment, agency, partnership or joint venture arrangement with Andrew Busch.

4. **Intellectual Property Rights**

INTERFACE PROJECT TEAM grant to Andrew Busch and Andrew Busch accepts a non-exclusive license to use all intellectual property rights in any work created solely or jointly by the Interface project team in the course of developing the Program. Andrew Busch may use, maintain and update the Program as it sees fit but may not sell, donate, or otherwise dispose of the Program to a third party. For the purposes of this letter "intellectual property rights" include, but are not limited to, copyright (both present and future subsisting throughout the world), registered and unregistered trade marks, trade names, slogans, logos, emblems, designs, patents, know-how and patentable inventions. "Artistic work" means any program code, script, video tape, film, photograph, artwork or illustration on the Internet/Intranet or any graphic design work, or any element combining aspects of these in which copyright subsists and vests in the authors/creators of the work.

In consideration for granting this license, Andrew Busch agrees that:

- i). acknowledgement will be given to the INTERFACE PROJECT TEAM for their artistic work and will appear in each element of the Program LIST OF DELIVERABLE[S] and
- ii). if Andrew Busch receives any monetary benefit from the use of the artistic work, it will contact the INTERFACE PROJECT TEAM to negotiate a payment. The Andrew Busch is only required to write to the INTERFACE PROJECT TEAM at the last known address given by the INTERFACE PROJECT TEAM to Griffith University.

INTERFACE PROJECT TEAM represent and warrant to Andrew Busch that the Program/Product, when created will be original and will not infringe the rights of any other person. Andrew Busch warrants that any material provided to the INTERFACE PROJECT TEAM does not infringe the intellectual property rights of another person. Thereby, the INTERFACE PROJECT TEAM members shall not be held responsible for material provided by Andrew Busch that breaches copyright legislation in any way.

The INTERFACE PROJECT TEAM is indefinitely free to use the whole or any parts of the Program, or any intellectual property rights in the Program/Product (including any product that incorporates the Program) as part of their work portfolio.

5. Termination

If ANDREW BUSCH, at any time during the term of the involvement, reasonably considers that the conduct of the project or quality of deliverables produced by the INTERFACE PROJECT TEAM under this agreement are unsatisfactory or that the INTERFACE PROJECT TEAM is in breach of any other obligations under this agreement, ANDREW BUSCH may notify the project Assessors or other supervisors. If, after 21 days from notification, ANDREW BUSCH still considers that the conduct of the project or the quality of the deliverables are unsatisfactory or that the breach has not been rectified, ANDREW BUSCH may terminate this agreement immediately by notice to the INTERFACE PROJECT TEAM. ANDREW BUSCH acknowledges that, in the event of termination by ANDREW BUSCH, the Interface project team will have the right to continue development of the Program. However, ANDREW BUSCH will be under no obligation to accept any work completed by the INTERFACE PROJECT TEAM.

On completion of the volunteer student project, the INTERFACE PROJECT TEAM must deliver to ANDREW BUSCH:

- (a) all documents, code, materials, disks, notes or other media necessary for ANDREW BUSCH to use, maintain and update the Program; and
- (b) all originals and copies of any documents, materials, disks, notes or other media held by the INTERFACE PROJECT TEAM which were provided by ANDREW BUSCH.

If the terms of this letter are unclear or if you have any queries, please do not hesitate to contact Ben Li on 0415532160.

I, the Andrew Busch representative for the AI system interface, agree to the terms and conditions set out in this letter:

SIGNED, SEALED AND DELIVERED by

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in the presence of:

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Witness

Name (printed):