

Industry Project Student Agreement

**(CECS TechLauncher Course)**

between

The Australian National University

(ABN: 52 234 063 906)

and

[RecoveryVR]

(ABN: [insert ABN])

and

[Insert Student Name and UniID]

**PARTIES**

**THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906)** an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) of Acton in the Australian Capital Territory, 2601 (**University**)

**AND**

**[RecoveryVR] ABN ([insert ABN])** of [insert address] (**Host**)

**AND**

[INSERT STUDENT NAME] students of the University (individually referred to as “Student” or collectively referred to as “Students”)

**BACKGROUND**

1. The University and the Host wish to collaborate under the terms of this Agreement to enable Students to undertake a Project to gain experience for academic credit as part of their University studies.
2. Each Project will be governed by the terms of this Agreement.

**AGreement Details – PART A**

|  |  |  |
| --- | --- | --- |
| **Term:** |  | |
| **Commencement Date:** | [dd MMMM yyyy] | |
| **End Date:** | [dd MMMM yyyy] | |
| **Contact Details:** |  | |
| **Address for notices:** | **University:**  Attention: [insert position]  Address: [insert]  Email: [insert] | **Host:**  Attention: [insert position]  Address: [insert]  Email: [insert] |
| **Address for invoices:** | [As above for notices]. | |

**agreed terms**

# Definitions and interpretation

## In this Agreement:

**Agreement** means this agreement which, including Annexure A (the Project Schedule), contains the entire agreement between the parties. For the avoidance of doubt, in the event of any conflict, the Project Schedule prevails to the extent of any inconsistency.

**Agreement Details** means the details in Part A of this Agreement.

**Background IP** means the Intellectual Property that is in existence prior to the Commencement Date and includes, without limitation, the Intellectual Property described in Item 8 of the Project Schedule.

**Business Conduct Guidelines** means the principles and rules applied by Host in the conduct of its business, as specified in Item 6 of the Project Schedule or as notified to the Student from time to time by the Host.

**Confidential Information** means information disclosed by a party (the **discloser**) to the other party (the **recipient**) that:

1. is by its nature confidential;
2. is designated by the discloser as confidential;
3. the recipient knows or ought to know is confidential;
4. is included in the terms of this Agreement,

but does not include information which:

1. is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
2. has been independently developed or acquired by the recipient, as established by written evidence.

**Intellectual Property (IP)** means all rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (whether or not registered or registrable or having to undergo any other process for grant, registration or the like) including:

1. copyright (including future copyright);
2. inventions (including granted patents and patent applications);
3. trademarks (including registered trademarks and trademark applications);
4. designs (including registered designs and design applications);
5. circuit layouts and the like;
6. trade secrets;
7. know-how; and
8. plant breeder’s rights.

**Party** means the University or the Host and **Parties** means both the University and the Host.

**Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).

**Program** means the University program specified in Item 3 of the Project Schedule.

**Project** means a professional work task undertaken with the Host by a Student under the terms of this Agreement and for Program credit.

**Project IP** means all IP created or arising out of or developed in the course of the Project but does not include copyright in a Student’s course work or thesis.

**Project Schedule** means the schedule set out in Annexure A and includes Part A and Part B of that schedule.

**Project Term** means the period of a Project as specified in Item 6 of the Project Schedule.

**Special Conditions** meansthose items specified in Item 12 of the Project Schedule that the Parties agree will apply to the Student Project.

**Student** means a student of the University who is named in Item 2 of a Project Schedule provided by the University to the Host from time to time during the Term of this Agreement.

**Student Deed Poll** means the deed poll set out in Annexure B.

**Term** means the period specified in clause 4.1.

## Other capitalised expressions used in this agreement have the meanings specified in the Agreement Details.

# Project

## Subject to the Parties agreeing the terms of a Project Schedule for each Student and the Student providing an executed Student Deed Poll to the University:

### the University agrees the Student will undertake the Project with Host for Program credit; and

### the Host agrees that the Student will undertake the Project with the Host,

### in accordance with the terms of this Agreement.

## The University will promptly provide the Host with a copy of a Student Deed Poll executed by each Student undertaking the Project.

# Permission to attend Host Premises

## Where the Host permits the Student to enter and remain on its premises for the Term for the purposes of the Project. The Student must comply with all applicable Business Conduct Guidelines and the reasonable directions of the Host.

# Term and Termination

## This Agreement commences on the Commencement Date and expires on the End Date as specified in Part A.

## This Agreement may be terminated:

### if a Party gives the other Parties 30 days’ written notice of termination; or

### immediately if there is a breach of a provision of this Agreement where that breach:

#### is not capable of being remedied;

#### if capable of being remedied, is not remedied within 7 (seven) days (or such longer period agreed by the Parties) of the other Parties being informed in writing of the breach.

## In the event this Agreement is terminated the Parties agree:

### the progress and welfare of Students is of paramount importance;

### each Party must use their best endeavours to ensure that Students are not adversely affected by the termination or expiry of this Agreement and wherever possible are able to complete their Project on the same or similar terms as provided under this Agreement.

## Clauses 1, 8, 9, 10, 11 and 12 survive termination or expiry of this Agreement.

# Party Obligations

## The University will ensure the University Supervisor set out in Item 3 of the Project Schedule (**University Supervisor**) provides academic supervision to the Student during the conduct of the Project.

## The Host will ensure the Host Supervisor set out in Item 4 of the Project Schedule (**Host Supervisor**) provides supervision to the Student during the conduct of the Project.

## The Parties agree to use their best endeavours to ensure the Project experience for each Student meets the outline and objectives specified in Part B of the Project Schedule.

## Where the Host agrees to pay the Project costs and/or reimbursable expenses specified in Item 13 of the Project Schedule which are incurred by the University and/or the Student, subject to:

### on request by the Host, those expenses being evidenced by receipts;

### for payments to the University, receipt of a tax invoice.

# Project Schedule and Acknowledgements

## The University will ensure a Student and the University Supervisor complete the Project Schedule and provide a copy to the Host. The terms of each Project Schedule must be agreed by both Parties.

## In the event of any inconsistency between the provisions of the Project Schedule and the body of this Agreement, the terms of the Project Schedule prevail to the extent of the inconsistency.

## The Host acknowledges that:

### the Project is being undertaken as an educational exercise by the Student who is conducting the Project as part of their studies and the Student may not have relevant qualifications or expertise;

### the Project may produce no results or outcomes, or may produce results or outcomes that are unpredictable or which do not favour the Host;

### the University and the Student make no promise, prediction or warranty whatsoever in respect of the results or outcomes it may produce arising from the Project;

### the University and the Student do not provide any warranty or representation that the results or outcomes of the Project will:

#### be error free,

#### be fit for any particular purpose;

#### not infringe the rights (including Intellectual Property rights) of any person.

## The Host warrants that it will not rely on any results or outcomes arising out of or in relation to the Project without first undertaking its own independent due diligence, assessment and verification.

# Insurance

## The University will provide personal accident insurance cover for the Student while the Student is undertaking the Project with the Host.

# Confidential Information

## Each Party must keep confidential, and not use or disclose, any Confidential Information of the other Parties, except as permitted by this Agreement.

## Each Party must use the Confidential Information of another Party only for the purposes of exercising its rights and complying with its obligations under this Agreement.

## Each recipient may disclose the Confidential Information of a discloser in the following circumstances:

### the disclosure is required by law, by the Minister responsible for the University or by the rules of any stock exchange upon which a Party’s shares or those of its parent company or shareholders are listed;

### the disclosure is to:

#### an officer, employee, agent or contractor of the recipient; or

#### a professional legal adviser of the recipient, acting in that capacity;

## but only to the extent that s/he needs to know the Confidential Information for the purposes contemplated by clause 8.2 and only if, before disclosure, s/he has been directed by the recipient to keep confidential all Confidential Information of the discloser; or

### the discloser consents in writing to the disclosure.

## A recipient must ensure that its officers, employees and contractors comply with this clause 8, and each recipient must protect the discloser’s Confidential Information using the same degree of care that is used in protecting its own proprietary and confidential information.

## The recipient must notify the discloser of, and take all steps to prevent or stop, any suspected or actual breach of this clause 8.

## Any variation to this clause or special conditions required by the Host to protect its Confidential Information must be specified in Item 11 of the Project Schedule.

# Non-Thesis and Thesis Publications

## The Host acknowledges that one of the aims of the University is to encourage the public dissemination of research results generated through University programs. As such, the Host agrees to use its best endeavours to limit any restrictions it imposes on publication.

## Where a proposed Student publication contains Confidential Information of the Host, the University will procure that the Student submit the proposed publication to the Host at least fourteen (14) days before the proposed date of publication. The Host will have seven (7) days from the date of submission to review and comment upon the publication in order to protect the Host’s Confidential Information.

## If requested by the Host prior to the proposed date for publication, the University will procure the Student to:

### remove the Host’s Confidential Information from the proposed publication; or

### delay publication of the Host’s Confidential Information for a period not exceeding ninety (90) days,

at the Host’s option.

## The Host will be deemed to have consented to publication if the Host does not comment on the proposed publication in accordance with clause 9.2.

## Any variation to this clause or additional conditions required by the Host must be specified in Item 11 of the Project Schedule.

# Intellectual Property

## Each party retains ownership of any Background Intellectual Property it contributes in respect of each Project.

## Unless otherwise specified in the Item 7 of the Project Schedule, each Party grants to the other parties a royalty free, non-exclusive licence (with a right to sub licence) to use its Background Intellectual Property only to the extent that it is necessary for the performance of each Project pursuant to this Agreement.

## The Parties acknowledge that the Student Deed Poll includes an assignment by the Student to the Host of all of the Student’s right, title and interest in and to all Project IP.

## Subject always to clause 8 and clause 9, the Host grants to the University and the Student a non-exclusive, worldwide, fee-free, royalty-free licence (with a right to sub licence) to use the Project IP solely for education (assessment) purposes only.

# Protection of Personal Information

## The Host agrees to:

### use Personal Information held or controlled by it in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

### take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;

### comply with the Australian Privacy Principles in the Privacy Actto the extent that the content of those principles apply to the types of activities the Host is undertaking under this Agreement.

# Miscellaneous

## This Agreement is governed by the laws of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

## A Party notifying or giving notice under this Agreement must give notice in writing, addressed to the other Party’s contact details specified in Part A of this Agreement.

## A Party must not assign or attempt to assign or otherwise transfer any right arising out of this Agreement without the written consent of the other Party.

## A variation to this Agreement will only be valid if the variation is in writing and signed by both Parties.

## **EXECUTED AS AN AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **Signed** | ) |  |
| for and on behalf of the **Australian National University** ABN (52 234 063 906) by an authorised officer in the presence of: | ) ) ) |  |
|  | ) | (Signature of authorised officer) |
|  | ) |  |
|  | ) |  |
| (Signature of witness) | ) | (Printed name of authorised officer) |
|  | ) |  |
|  | ) |  |
| (Printed name of witness) | ) | (Position of authorised officer) |
|  | ) |  |
|  | ) |  |
|  | ) | Date |

|  |  |  |
| --- | --- | --- |
| **Signed** | ) |  |
| for and on behalf of the [RecoveryVR] ABN [Insert ABN] in accordance with section 127 of the *Corporations Act* 2001 (Cth) by two directors or by one director and the company secretary: | ) ) ) ) |  |
|  | ) | (Signature of Director/Company Secretary) |
|  | ) |  |
| (Signature of Director) | ) |  |
|  | ) | (Printed name of Director/Company Secretary) |
|  | ) |  |
|  | ) |  |
| (Printed name of Director) | ) | Date |

|  |  |  |
| --- | --- | --- |
| **Signed by [student name & uid]** | ) |  |
|  | ) ) ) |  |
|  | ) | (Signature of Student) |
|  | ) |  |
|  | ) |  |
| (Signature of witness) | ) | (Printed name of Student) |
|  | ) |  |
|  | ) |
| (Printed name of witness) | ) |
|  | ) |  |
|  | ) |  |
|  | ) | Date |

|  |  |  |
| --- | --- | --- |
| **Signed by [student name & uid]** | ) |  |
|  | ) ) ) |  |
|  | ) | (Signature of Student) |
|  | ) |  |
|  | ) |  |
| (Signature of witness) | ) | (Printed name of Student) |
|  | ) |  |
|  | ) |
| (Printed name of witness) | ) |
|  | ) |  |
|  | ) |  |
|  | ) | Date |

Annexure A - Project Schedule

Part A: Details

|  |  |  |
| --- | --- | --- |
| **Item** | **Item description** | **Details** |
|  | **Student** | **Name**:  **Address**:  **Phone:** |
|  | **Program** | **Program**: RecoverVR  **College**: Insert College in which the Student is enrolled |
|  | **University Supervisor** | [Insert name, contact details and position of University nominated convenor]  **Email address for notices:** |
|  | **Host Supervisor** | [Insert name, contact details and position of Project nominated supervisor]  **Email address for notices:** |
|  | **Project Term** | [Insert the timeframe over which the Project will take place] |
|  | **Business Conduct Guidelines** | [Insert details (policy names, hyperlinks etc) OR delete and insert Not Applicable] |
|  | **Background Intellectual property and licence** | [Detail the Background Intellectual Property being brought to this arrangement by any of the Parties. ]**University:****Host:****Student:****Restrictions on licence in clause 10.2**: [Insert None or set out restrictions] |
|  | **Intellectual Property ownership** | [Insert words No Variation OR insert alternative ownership provisions– do not leave blank] |
|  | **Confidentiality** | [Insert words No Variation OR insert details] |
|  | **Publication** | [Insert words No Variation OR insert details] |
|  | **Special Conditions** | [Insert words Not Applicable OR insert details] |
|  | **Project Outline and Objectives** | The Project Outlines and Objectives are those set out in Part B of this Project Schedule. |
|  | **Project costs and/or reimbursable expenses** | **Cost**: [Insert category of cost e.g. travel, accommodation]  **Payment directions**: [Specify payable to University or Student and account details] |

**Part B -** **Project Outlines and Objectives**

1. **Enrolment**
   1. The student, [Name and Uni ID], is enrolled in the [RecoveryVR] for the duration of the Project and be assessed for academic credit ([6units]), as agreed with the course convenor and specified in the Project Schedule.
2. **Project objectives**
   1. [Students work in small groups and participate in all the development phases (requirements analysis, design, construction, testing and documentation) of a nontrivial software system. As well, each group has to address the control of the development process by constructing and following a detailed software development management plan. Students will also study relevant aspects of the software engineering milieux.]
   2. [E.g. The Project will enable students to develop their [XX] skills and practice. Students will work on a Project for industry and the tasks undertaken will be assessed for academic credit as outlined in more detail below. The curriculum, that is the content and learning processes, will be defined by the work, and Projects will be offered (as far as possible, and when available) in areas that match the aims and content of the ANU [XX PG programs].]
   3. Intended learning outcomes include, but are not limited to:

* Work as an effective member of a team to implement a software based solution that delivers measurable value to an industry or university client.
* Develop life-long learning through reflection, as demonstrated through continual reflection on the software development lifecycle and team work processes experienced throughout the year.
* Exhibit an awareness of
  + team formation strategies and stages leading to the development of high performing, self-managing teams;
  + sound meeting practice; and
  + how personality traits can impact upon team performance and how to use individual traits to achieve the most from team work.
* Make and defend sound engineering decisions.
* Communicate effectively, orally and in writing, with peers, supervisors and commercial clients/stakeholders.
* Creatively identify and implement a solution to a complex problem that exists within the domain of ICT.
* Participate effectively in project and artefact reviews with peers, supervisors and clients/stakeholders.
* Explain the role and importance of project management, configuration and risk management processes when undertaking a software development project. Demonstrate experience in undertaking the activities associated with these.
* Explain and understand the importance of the different stages of, and activities associated with each, the software development lifecycle (SDLC). Demonstrate experience in all stages of the SDLC.
* Explain the role and importance of standards in software development. Demonstrate experience in tailoring those standards approriately according to the project they are currently undertaking.
* Participate in a group presentation, including a demonstration, to an audience of peers, clients and supervisors.

1. **Indicative assessment**

[Insert]

1. **Industry project**
   1. [RecoveryVR]
   2. [VR, database, web sever UI design, etc.]
   3. [RecoveryVR is an instant, engaging system for stroke rehabilitation that focuses on reducing wait times for professional therapy in regional areas. Using the latest virtual reality technology patients are motivated to get their mind and upper-body moving through one-on-one therapy videos, outdoor exercise, mini-games and imagery for those with no movement at all. RecoveryVR helps patients perform meaningful, evidence-based clinical practice in the hospital or the comfort of their own home.]
   4. [The student will be introduced to regular testing in the market place with an emphasis on responding to feedback from customers. They will be working with Oculus VR hardware and VR developers, server based technologies, and they will be working with a small team startup that is currently raising investment capital for software development while building a customer base.]

Annexure B - Student Deed Poll

[Students undertaking a Project must sign this Deed Poll and provide a copy to the University Supervisor. Students should retain a copy.]

THIS DEED POLL is made on [insert date]

By: [insert Student’s name] of [insert address] (**You**)

In favour of:

**THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906)** an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) of Acton in the Australian Capital Territory, 2601 (**University**)

**AND**

**[RecoveryVR] ABN ([insert ABN])** of [insert address] (**Host**)

The University and the Host have agreed to facilitate you undertaking the Project for Program credit. Your role and obligations during the Project include:

1 **Professional Conduct**

1.1 You must comply with the Host’s policies while on their premises, and when having contact with their clients.

1.2 At all times you must obey the reasonable directions of the Host.

2 **Confidentiality and Privacy**

2.1 You cannot disclose any information or records obtained during the Project without the Host’s prior written consent.

2.2 You must take all reasonable measures to ensure that any information or records accessed or held by You is protected against loss or unauthorised access, use, modification, disclosure or other misuse.

2.3 You can only use the information and records obtained during the Project for the purpose and for the period of the Project.

2.4 Any proposed publication arising from this project must be presented to your University supervisor no less than thirty (30) days prior to the proposed date of publication. The University will liaise with the Host regarding the publication of any Confidential Information, or appropriate steps to protect such Confidential Information.

2.5 You must pass any complaints regarding privacy or confidentiality immediately to your University Supervisor.

2.6 You consent to your personal information being disclosed to the Host for the purpose of undertaking the Project.

3 **Intellectual Property**

3.1 You hereby assign and will assign all of your right, title and interest in and to all Project IP to the Host. Project IP means all **Intellectual Property** created or arising out of or developed in the course of the Project.

3.2 You acknowledge that the Host has agreed to grant you a licence to use the Project IP solely for education and academic purposes and that you are not entitled to use the Project IP for any other purpose or to transfer or sublicence your rights to Project IP to a third party.

**4. Questions, Issues, Disputes and Disciplinary Action**

4.1 In the event of any question, issue or dispute arising in relation to your Project (including your failure to meet the required standard of conduct and behaviour), your University Supervisor and Host Supervisor will discuss a course of management to resolve the matter.

4.2 You must inform your University Supervisor immediately if the risk of, or an actual conflict of interest arises prior to, or during, your Project.

4.3 During the Project, You will remain subject to the University’s policies and procedures.

5 **Special Conditions**

5.1 [Insert any additional special conditions.]

By signing this form, You acknowledge that:

1. You have read this Schedule, including Annexures A and B in full and agree that You have had the opportunity to seek independent legal advice;
2. You have read and understood and agree to abide by any policies or Business Conduct Guidelines of the Host which apply to my Project;
3. You give your consent to the Host to perform any police or background checks that may be required.
4. Your participation in the Project does not create any relationship of employment between You and the Host; and
5. You acknowledge that any false or misleading information supplied by You may result in your Project being reviewed or even terminated.

Signed, sealed and delivered as a Deed Poll:

|  |  |  |
| --- | --- | --- |
| Date |  |  |
| Student signature |  |  |
|  |  |  |
| Student name |  |  |

Witness   
signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_