

INTERN ASSIGNMENT AND CONFIDENTIALITY DEED

This Deed is made the 24th day of November 2017

Between: THE AUSTRALIAN NATIONAL UNIVERSITY of Canberra, ACT 0200, Australia, established under the Australian National University Act 1991 (Commonwealth) ("ANU").

AND: Uri Pierre Burmester of ANU ("Intern").

RECITALS

- I. The Intern is enrolled in an ANU undergraduate study program and is involved in Research and activities associated with the ANU Advanced Instrumentation Technology Centre (AITC).
- II. The Intern has been selected to work at the ANU Advanced Instrumentation Technology Centre from 20/11/2017 to 19/01/2018.
- III. The Intern will primarily be working with ANU Staff and ANU Industry Partners on a number of projects throughout this period.
- IV. The Intern has agreed not to disclose any Confidential Information.
- V. The Intern has agreed to assign the Intern IP to ANU.
- VI. The Intern acknowledges that ANU has signed an agreement with the Space Environment Management CRC and that ANU may require the Intern to comply with the obligations placed on ANU under that agreement.

1. Definitions

'Background IP' means Intellectual Property owned by the Intern which was developed independently of or existing prior to the commencement of the Program which is incorporated into or was contributed by the Intern to the Program and which is necessary or advantageous for the effective exploitation of the Program IP.

'Confidential Information' means information received by a Party in connection with the Program (whether that information is provided by a Party to this Deed or a third party):

- (a) which constitutes, technical information, specifications, data, information containing or constituting Intellectual Property relating to the Program;
- (b) is information which by its nature is confidential or which a party should reasonably know is confidential; or
- (c) is information which is marked confidential at the time of its disclosure to a party, or, if disclosed orally, is notified in writing by the discloser within 14 days of disclosure as being confidential; but does not include information to the extent that information:
- (d) is or becomes public knowledge other than by a breach of this Deed or by any other unlawful means;
- (e) is independently developed or known by a party prior to receipt of the information in connection with the Research and without any breach of an obligation of confidence; or
- (f) is required to be disclosed by law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator.

'Intellectual Property' means all rights in and relating to inventions (including patents), copyright and neighbouring rights (other than moral rights), registered and unregistered trade marks, circuit layouts, registered and unregistered designs, trade secrets, plant varieties, processes, know-how and all other rights in the nature of intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967

'Publish' means to disseminate or transmit to the public or to any section of it any information in any form (including, without limitation, presentations at any scientific or academic forum or in any journal or other publication, conference abstracts and other publications) and in any medium and 'Published' and 'Publication' have corresponding meanings.

'Research' means the research described in Annexure A which the Intern has participated in.

'Research IP' means any Intellectual Property arising from the Research.

'Intern IP' means any Intellectual Property generated by the Intern in connection with the Research and/or Program and any Intellectual Property that arises in connection with the Intern's participation in the Research and/or Program in which the Intern has (but for this Deed) any right, title or interest

'Intern Results' means any material developed or contributed to by the Intern (of whatever character, including without limitation data, inventions, discoveries, processes, products, documents, information, specifications, methods, models, manuals, reports, software, or other material containing or based on Intellectual Property) in connection with the Research.

'Program' means the project and includes (but is not limited to) all activities, project work, site visits, industry briefings, research that is conducted as part of the Program.

'Program IP' means any Intellectual Property arising from the Program.

2. Assignment and Licences

2.1 The Intern agrees to:

- (a) assign to the ANU, from the time of creation, the Intern's entire right, title, and interest in,
 - (i) all existing and future rights in Intern IP;
 - (ii) including for the avoidance of doubt, all rights to apply for and obtain registration of the Intern IP in any jurisdiction; and
- (b) grant to ANU a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence (including the right to sub-licence) to use or adapt the Background IP in any form whatsoever in connection with research, development or exploitation of Research IP or Program IP.

2.2 The Intern agrees to do all things reasonably requested by ANU including executing all documents necessary to effect the terms of this Deed or the registration of the Intern IP in any jurisdiction.

3. Confidential Information

3.1 Subject to clause 5, the Intern agrees, unless the Intern obtains the prior written consent of the ANU:

- (a) to keep Confidential Information confidential; and
- (b) that the Intern may disclose Confidential Information only to those persons who have a need to know the Confidential Information (and only to the extent that each person has a need to know) and who have signed a confidentiality undertaking in the form of this Deed or other form required by the ANU.

- 3.2 The Intern acknowledges and agrees that the obligations under clause 3.1 will continue after completion of the Research:
- (a) for five (5) years;
 - (b) for such longer period as is notified in writing to the Intern by the ANU as is reasonably determined by the ANU to be necessary to effect commercialisation or registration of the Research IP.
- 3.3 The Intern agrees to notify the ANU if the Intern becomes aware of any unauthorised use or disclosure of Confidential Information.
- 3.4 Other than material constituting Intern IP, the Intern must, on request by ANU, return or destroy all Confidential Information or materials related to the Research in the Intern's possession.
4. Publication
- 4.1 The Intern must comply with this clause while the period set out in clause 3.2 remains in effect.
- 4.2 The Intern may only Publish or cause to be Published any Confidential Information or any information concerning Intern IP with the prior written approval of ANU.
- 4.3 The Intern must submit to ANU, for written approval, copies, draft or otherwise, of all intended Publications containing the Intern IP or Confidential Information that the Intern wishes to Publish at least thirty (30) days prior to submission for Publication.
- 4.4 ANU will not withhold its approval except on reasonable grounds and as necessary to ensure protection of the Intellectual Property or the effective commercialisation of the Research IP.
- 4.5 If at any time during the thirty (30) day period referred to in clause 4.3, ANU requests the Intern not to proceed with submission for Publication or disclosure of the material in the form submitted, then the Intern will either:
- (a) amend the material in any reasonable manner requested by ANU; or
 - (b) delay submission of the material for Publication or disclosure for a period not exceeding ninety (90) days, or for further periods as agreed by the parties.
- 4.6 If ANU does not respond within the thirty (30) day period referred to in clause 4.3 the Intern is free to publish the information.
- 4.7 Notwithstanding anything in this Deed, the Intern may publish or cause to be published an intended publication notified to the ANU in accordance with this clause, 90 days after the original notification to the ANU, or such longer period as is reasonably determined by the University as necessary for the purposes of seeking patent protection.
5. Creation of Intellectual Property
- 5.1 If the Intern contributes any work to the Research or the Program the Intern must not represent the work to be the Intern's own work, unless it was created by the Intern and if the Intern draws on any third party work, the Intern must exercise best endeavours:
- (a) to ensure that the research team is made aware of the source of the work; and ;
 - (b) the legal right to use the third party work is obtained before the work is incorporated into the Research.

6. Compliance with Intellectual Property Policy

6.1 The Intern agrees to comply with the ANU's Intellectual Property Policy in effect from time to time including without limitation by promptly disclosing the Intern IP to the ANU.

7. Independent Legal and Professional Advice and Own Reliance

7.1 The Intern warrants and represents that:

- (a) the Intern has been provided with the opportunity to obtain independent legal advice and enters into this Deed freely and voluntarily on the basis of that advice;
- (b) in entering this Deed, the Intern does not rely on any representations, advice, promise, statement or information of any kind from any person, other than as set out in this Deed;
- (c) the Intern is aware that the University relies on the warranties and representations made by the Intern in connection with this Deed.

8. General

8.1 Severability: If any term or provision of this Deed is held by a court or tribunal to be unenforceable, then it shall be severed from this Deed and the remaining provisions shall remain in full effect.

8.2 Entire Agreement: This Deed constitutes the entire agreement between the parties with respect to the subject matter of this Deed and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties regarding the subject matter of this Deed. No agreement or understanding varying or extending this Deed will be binding on either party unless in writing and signed by both parties.

8.3 Survival of Obligations: The obligations in this Deed will survive termination of the Intern's involvement in the Research and/or the Program.

8.4 Governing Law: The law of the Australian Capital Territory governs this Deed. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

8.5 Scholarship Not Affected: For the purposes of removing any doubt that may arise, where the Intern holds a scholarship provided by the ANU, the assignment of the Intellectual Property as outlined in this Deed is not a condition for the continued payment of any such scholarship.

Executed as a Deed:

Signed, Sealed and Delivered by:

Intern

Signature:

Uri Pierre Burmester

Printed Name:

Witnessed by:

Signature:

Signed, Sealed and Delivered for and on behalf of:

The Australian National University by:

Signature:

Printed Name:

Witnessed by:

Signature:

Printed Name:

Date:

Printed Name:

Date:

ANNEXURE A: RESEARCH

PROJECT DESCRIPTION

SCOPE OF WORK AND DELIVERABLES