



QUT WORK INTEGRATED LEARNING
Project Partner Agreement – Umbrella
(IP Assignment)

Parties:	Industry Partner	Organisation Name:	S23M Ltd
		Address:	16 Little Jane Street, West End QLD 4101
		ABN:	38161798705
	QUT	Queensland University of Technology, of 2 George Street, Brisbane, Queensland ABN 83 791 724 622	
	Agreement Term	Start date: 16 March 2020	End date: 31 December 2022

Thank you for agreeing to participate as an Industry Partner on Work Integrated Learning (WIL) projects with QUT. QUT supports students to undertake industry-based projects as part of their course of study. Students work individually or in multidisciplinary or disciplinary-based teams to collaborate with industry partners in preparing real world outcomes in industry contexts.

The purpose of this document is to set out the obligations of QUT and your Organisation in relation to WIL Projects involving QUT students during the Agreement Term. For each project, QUT and Your Organisation must complete a Project Schedule (in the form of the schedule to this Agreement) prior to the commencement of the project.

1. ORGANISATION RESPONSIBILITIES

Your Organisation agrees to:

- Work with QUT staff to establish a project brief for each project.
- Appoint a key member of staff who is suitably qualified and will be responsible for liaising with QUT students and staff in connection with each project.
- Plan and coordinate activities between QUT staff and students and your Organisation and key stakeholders in relation to each project.
- Provide relevant policies, documents, information and literature to underpin each project to assist students to develop a greater understanding of your Organisation and the issues being explored.
- Provide feedback to QUT and students on student project progress, processes and outcomes.
- Use reasonable endeavours to provide the resources or equipment reasonably required by students to complete each project;
- Provide any additional involvement in a project as specified in the Project Schedule.

Your Organisation acknowledges that:

- Students are providing assistance to your Organisation voluntarily. They can cease providing assistance at any time.
- The primary purpose of projects is to facilitate student educational outcomes through practical experience.
- Projects may not produce any marketable products or valuable outcomes.
- QUT makes no warranties as to the skills or qualifications of any students or the quality, operation or fitness for purposes of any outcomes.
- Your Organisation is not able to give students directions or require them to carry out any work for your Organisation outside of a project.
- Participation in a project does not create a relationship of employment between any students and your Organisation.

2. QUT RESPONSIBILITIES

QUT agrees to:

- Work with your Organisation to establish a project brief for each project.
- Provide a QUT Project Supervisor to:
 - develop each project, including the learning expectations and assessment requirements of each project;
 - communicate Project details (including Student Details) to the Industry Partner as soon as reasonably practicable in relation to each Project; and
 - support, guide and advise students throughout the term of each project.
- Be responsible for the selection and/or approval of students for participation in each project.
- Establish processes for effective communication with your Organisation and keep you informed of news, information and developments regarding each project.
- Where required by applicable law, use reasonable endeavours to ensure that students have or will obtain any licences, approvals or registrations which are required to participate in each project.
- Use reasonable endeavours to ensure that students acknowledge and comply with the QUT Student Code of Conduct set out at: (http://www.mopp.qut.edu.au/E/E_02_01.jsp), while visiting your Organisation, its services, clients and industry groups.
- Notify your Organisation if a student involved in a project ceases to be formally enrolled at QUT.
- Provide any additional involvement in a project as specified in the Project Schedule.

3. WORKPLACE HEALTH AND SAFETY

- a) Where a project involves students attending the premises of your Organisation, your Organisation must:
 - (i) ensure the health and safety of students by the provision of a safe workplace and safe plant and equipment to be used by students during a project;
 - (ii) not engage in any unlawful discrimination or any conduct which constitutes bullying or harassment;
 - (iii) have a system for risk management that includes the identification of hazards, the assessment and control of risks, including a system for reporting, recording and investigating accidents/incidents; and
 - (iv) provide:
 - a. an induction process for students including workplace health and safety training;
 - b. appropriate training and supervision for students;
 - c. basic first aid procedures; and
 - d. appropriate personal protective equipment for students where required.
- b) If an incident or near miss occurs or if there is a safety breach by your Organisation related to a project, your Organisation will immediately notify QUT and, where requested by QUT, provide any information and a copy of any report, record or investigation and advise QUT of the outcome of any incident or investigation.

4. ISSUES AFFECTING CONTINUATION OF PROJECT

- a) Should any impediment, problems or concerns arise, at any stage before or during a project the relevant party must notify the other party without delay so as to attempt in good faith to resolve any problems expeditiously.
- b) Where your Organisation considers that the conduct of a student may warrant disciplinary action against the student, your Organisation will, as soon as practicable after such conduct occurs, provide QUT with details of the grounds on which it considers that disciplinary action may be taken. Once notified to QUT, the matter is the responsibility of QUT.
- c) QUT may, upon the provision of notice in writing to your Organisation, withdraw a student from a project at any time.

5. CONFIDENTIAL INFORMATION

- a) **Confidential Information** means any information made available by a party which is by its nature confidential and includes information relating to a party's internal management, structure, processes, pricing, customers, Intellectual Property Rights, business or research methods, equipment or techniques (but does not include information which is in the public domain through no fault of the other party).
- b) **Assessment Items** means the materials required to be submitted by the student for academic assessment as part of the Student's course of study (including any thesis).
- c) Each party must only use the Confidential Information of the other party for the purposes of participating in the project (and in the case of QUT for assessment purposes) and must not use it for any other purpose except with the other party's written consent or where required by law.
- d) Each party must not disclose any Confidential Information of the other party to any third party, except:
 - (i) with the written consent of the other party;
 - (ii) where required by law;
 - (iii) to those of its employees and officers who have a need to know and who must also keep the Confidential Information confidential; or
 - (iv) in the case of QUT, for the purposes of academic supervision, assessment, review and moderation of Assessment Items.
- e) Each party must ensure that its staff comply with clauses 5(c) and (d).
- f) For the avoidance of doubt, the QUT WIL Student Deed Poll requires the student to maintain the confidentiality of your Organisation's Confidential Information. Please note the QUT WIL Student Deed Poll will not inhibit the student's ability to submit or present their Assessment Items (and have them examined) in order to meet the student's course requirements.
- g) Where requested by the Industry Partner, QUT can arrange for any external people involved in the review or assessment of the Assessment Items to sign and provide to your Organisation a separate agreement to ensure the confidentiality of your Organisation's Confidential Information.
- h) Each party must immediately notify the other party if it becomes aware of a breach or suspected breach of any part of this clause.



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6. PRIVACY

- a) **Personal Information** means any information about an individual whose identity is apparent or can be reasonably ascertained from the information.
- b) Each party will comply applicable privacy laws in relation to any Personal Information collected or received by it in connection with a project.

7. INTELLECTUAL PROPERTY

- a) **Intellectual Property Rights** includes any and all intellectual and industrial property rights throughout the world however conferred by statute, common law or equity in any jurisdiction including rights in respect of or in connection with:
 - (i) copyright (including future copyright and rights in the nature of or analogous to copyright);
 - (ii) plant varieties;
 - (iii) inventions (including patents);
 - (iv) trade secrets and confidential information;
 - (v) trademarks, service marks;
 - (vi) designs, circuit layouts; and
 - (vii) other results of intellectual activity in the industrial, commercial, scientific or literary or artistic fields, whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extension, but excludes moral rights and performers' reproduction and communication rights.
- b) **"Background IP"** means the Intellectual Property Rights in any materials, documents, designs, data, drawings or source code existing at the commencement of this Agreement and made available by the Industry Partner for use in a project, including that specified in the Schedule.
- c) **Project IP** means the Intellectual Property Rights in any materials, documents, designs, data, drawings or source code developed by the Student while undertaking a project (including the Intellectual Property Rights in the Assessment Items).

Background IP

- d) Ownership of Background IP is not affected by this Agreement.
- e) The Industry Partner grants to QUT a royalty free, non-exclusive, non-transferable licence to use the Background IP, but only for purposes associated with a project and assessment of a project and for no other purpose.

Project IP

- f) Project IP vests in the Industry Partner upon its creation.
- g) As your participation as an industry partner helps to facilitate student educational outcomes, QUT will request that students sign a QUT WIL Student Deed Poll which reflects the selected Student IP Assignment model.
- h) Your Organisation agrees not to request the students sign any agreement involving the student's Intellectual Property Rights which is inconsistent with the terms of the selected QUT WIL Student Deed specified in the Schedule.

8. LIABILITY

- a) In no event will a party be liable to the other for any loss of profits, business revenue, goodwill or anticipated savings or for any special, indirect or consequential damages.

9. INSURANCE

- a) Each party must have and maintain the following insurances:
 - (i) Public liability insurance for at least \$5 million dollars (\$AU) per claim;
 - (ii) Professional indemnity insurance for at least \$5 million dollars (\$AU) per claim; and
 - (iii) Workers compensation insurance as required by law.
- b) In addition, QUT will maintain student personal accident cover for students undertaking unpaid projects in Australia.

10. GENERAL

- a) The following clauses will survive the expiration or termination of this Agreement: clauses 5, 6, 7 & 8.
- b) This Agreement will be governed by the laws of Queensland, Australia.



Signed by the Organisation by its
authorised representative:

Signature

23 March 2020

Date

Keith Duddy

Print name

Director

Position

Note: If you are unable to complete the Agreement electronically please print, fill in, scan and return to:

SEF WIL Team
Science and Engineering Faculty
Queensland University of Technology
O Block Podium, Level 3, Gardens Point Campus
ph +61 7 31388822 | fax 31382703 |
email sef.wil@qut.edu.au

QUT WORK INTEGRATED LEARNING Project Partner Agreement – Umbrella (IP Assignment)

Signed by Queensland University of Technology
authorised representative:

Signature

25th May 2020

Date

Ms. Karen Whelan

Print name

Associate Dean (Learning and Teaching),
Science and Engineering Faculty

Position

Note: To be signed by the relevant Executive Dean of Faculty or Associate Dean (Teaching & Learning) in accordance with QUT's Schedule of Authorities and Delegations.

Following execution by both parties a copy should be made for each party to retain and the QUT copy should be saved into InPlace.

PROJECT SCHEDULE

[To be completed in full and signed prior to commencement of each project]

Project Name	Design and Implementation of Web-based Graphical UI for editing models for the MODA+MODE methodology
Brief Description of Project	<p>The project consists of several overlapping phases, and aims to introduce product-line thinking to students:</p> <ul style="list-style-type: none"> * Familiarisation with MODA+MODE, and its mathematical underpinnings, including study of several instances of its use in software and systems design, and knowledge transfer. * The refinement of several current graphical representation approaches currently used to represent models, including: whiteboards, UML tools, and representations created with informal drawing tools. * The design of web-based modelling tool to support the graphical designs from the previous stage, for use by a modeller in a SaaS/Web environment. (Requires choice of tooling support compatible with our open source and long lived implementation.) * The representation of several existing models (and any new instances the team produces in order to document their project internally), and then an evaluation of usability, against several customisable model construction paradigms available to modellers through menu-based configuration: Artefact level, containment representation, category marker/tree, multi-instance representation next to artefact specifications (what we call Validation by Instantiation). <p>Roles: software engineering, graphical design, interaction design, product-line design, graph serialization</p> <p>Project Deliverables: A Web-based editor for graph-based models with a machine-readable formatted output. Documentation for the editor, and a published open-source code base. We have more user-stories than can be achieved in the allotted time, and will prioritise these during the course of the year.</p>
Project Term	<p>Start Date: 16 March 2020</p> <p>End Date: 23 October 2020</p>
Industry Partner Key Member of Staff	<p>Name: Keith Duddy</p> <p>Title: Senior Advisor</p> <p>Business Phone: 0403 002 097</p> <p>Business Email: keith.duddy@s23m.com</p>



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QUT Faculty	Science and Engineering Faculty
QUT Project Manager	Name: Dr Alessandro Soro Title: IT Capstone Unit Coordinator Business Phone: 3138 9569 Business Email: Alessandro.Soro@qut.edu.au
QUT Unit Name/ Code	Unit Code: IFB 398/399 Unit Name: IT Capstone
Additional Involvement by the Organisation Examples: <ul style="list-style-type: none">• Allow key members of your Organisation to give guest lectures and/or tutorial support to students at QUT in relation to the project.• Attend the student presentations at the end of semester (approximately 2 hours in duration).• Provide cash or in kind sponsorship for a public exhibition of student work at an agreed venue after the project is complete.• Arrange site visits for Students as necessary or beneficial for the Project.	
Additional Involvement by QUT Examples: The QUT Project Supervisor will provide or arrange for a risk assessment and an OH&S induction for students where they are undertaking the Project off campus.	
Background IP	
WIL Deed Poll(s) <small>*Note: Parties to select the appropriate option(s) in relation to the Project.</small>	<input checked="" type="checkbox"/> WIL Student Deed Poll: Product or Service and Confidential Data
	<input type="checkbox"/> QUT WIL Project Confidentiality Deed (*NOTE: For use where external parties are involved in the review or assessment of the Assessment Items)
	<input type="checkbox"/> No Project IP will be created in connection with the Project
Special Conditions Insert here any extra or specific terms which have been agreed between the parties in relation to this specific project.	



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Student Details

QUT will provide the Student Details (including Student Names, Student Numbers and Course details) by email to the Industry Partner as soon as reasonably practicable in relation to the Project.

Acknowledged by the parties as the final description of the project details in relation to the above named Project:

Industry Partner:

Signature

20 April 2020

Date

QUT:

Signature

25th May 2020

Date