

Student Project and Placement Agreement (Funded Research)

AGREEMENT DETAILS

Agreement Date	The date on which this Agreement is executed by the last party to it.	
UNSW	Name	The University of New South Wales, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) (UNSW)
	Address	UNSW Sydney NSW 2052, Australia
	ABN	57 195 873 179
	Attention	Director, Research Grants and Contracts
	Address	Research Grants and Contracts, Level 3, Rupert Myers Building South Wing UNSW Sydney NSW 2052, Australia
	Notices & Invoices	
	Email	MyResearch.rgc@unsw.edu.au
	Phone	+61 2 9385 5500
	Attention	[insert] [This person should be the school contact or the project manager or other agreement contact for UNSW]
	Agreement Contact	
	Address	[insert]
	Email	[insert]
Agreement Finance Contact	Attention	Associate Director, Research Revenue and Accounting
	Email	researchfinance@unsw.edu.au
Organisation	Name	[LEGAL NAME] [You need to complete the details for the other party in this section, being the legal name, ABN (or other registration detail) and an address below. You should make sure that the correct legal name is used (and it is not a trading name or an unincorporated affiliation).]
	Address	[REGISTERED ADDRESS OR STREET ADDRESS AND COUNTRY IF A FOREIGN PARTY]

	ABN or ACN or other registration number:	[INSERT NUMBER] <i>[You can do a basic ABN search for Australian entities at ABN lookup to make sure the details are correct]</i>
Notices & Invoices	Attention	[INSERT NAME OF LEGAL CONTACT] <i>[This person should be the organisation contact not the researcher, project manager or agreement contact]</i>
	Address	[insert]
	Email	[insert]
	Phone	[insert]
Agreement Contact	Attention	[insert] <i>[This person should be the main technical contact or the researcher, project manager or agreement contact for the Organisation]</i>
	Address	[insert]
	Email	[insert]
Agreement Finance Contact	Attention	[insert]
	Email	[insert]
Student	Student	[insert]
	zID number	[insert]
	Email	[insert]
	Faculty or School	[insert]
Project	Title	[PROJECT NAME OR IDENTIFIER AND DESCRIPTION]
	Description	
	Start Date	[insert]
	Completion Date	[insert]
	UNSW Supervisor	[Name] [Email]
	Organisation Supervisor	[Name] [Email]

	<p>Milestones [DESCRIBE MILESTONES (IF ANY) AND MILESTONE DATES OR NA] <i>[An example of a milestone would be completion of phase 1 of a project, completion of specific experiments or delivery of results or outcomes (material or data) by a specific date or within a time period. You could list one or many milestones, which can be linked to Payments below.]</i></p>										
Project Agreement	[If there is an existing agreement between UNSW and the Organisation regarding the Project, insert the date, title and other key details of the agreement here OR Not applicable]										
Placement Start Date	[If there is a placement, then insert start date. Delete if not applicable.]										
Placement Completion Date	[If there is a placement, then insert completion date. Delete if not applicable.]										
Organisation Cash Contribution	[NA OR \$[NUMBER] OR Refer to breakdown below OR add a separate Schedule of payments]										
	<table border="1"> <tr> <td data-bbox="400 1111 719 1173">Student Stipend</td> <td data-bbox="719 1111 1455 1173">\$[insert amount, ICR does not apply]</td> </tr> <tr> <td data-bbox="400 1173 719 1236">Consumables</td> <td data-bbox="719 1173 1455 1236">\$[insert amount, ICR may apply]</td> </tr> <tr> <td data-bbox="400 1236 719 1299">Equipment</td> <td data-bbox="719 1236 1455 1299">\$[insert amount, ICR may apply]</td> </tr> <tr> <td data-bbox="400 1299 719 1361">Other</td> <td data-bbox="719 1299 1455 1361">\$[insert amount, ICR may apply]</td> </tr> <tr> <td data-bbox="400 1361 719 1424">Total</td> <td data-bbox="719 1361 1455 1424">\$[Number] Excluding GST</td> </tr> </table>	Student Stipend	\$[insert amount, ICR does not apply]	Consumables	\$[insert amount, ICR may apply]	Equipment	\$[insert amount, ICR may apply]	Other	\$[insert amount, ICR may apply]	Total	\$[Number] Excluding GST
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Consumables	\$[insert amount, ICR may apply]										
Equipment	\$[insert amount, ICR may apply]										
Other	\$[insert amount, ICR may apply]										
Total	\$[Number] Excluding GST										
	<table border="1"> <tr> <td data-bbox="400 1424 719 1487">Payment Milestones</td> <td data-bbox="719 1424 1455 1487">[Details of due date and manner of payment]</td> </tr> </table>	Payment Milestones	[Details of due date and manner of payment]								
Payment Milestones	[Details of due date and manner of payment]										
Organisation In-kind Contribution	[N/A Or list/describe contribution]										
Intellectual Property Arrangements	UNSW Background IP [NA OR Describe]										
	Organisation Background IP [NA OR Describe]										
	Student Background IP [NA OR Describe]										
IP Ownership and Licensing	<ol style="list-style-type: none"> All Project IP will vest in UNSW on creation (except that a Student owns copyright in their Student Thesis pursuant to clause 8.2). The Organisation hereby assigns to UNSW all its right, title and interest in and to the Project IP and agrees to do all things reasonably necessary to give effect to such ownership and assignment (including ensuring its Personnel to do the same). <ol style="list-style-type: none"> UNSW grants to the Organisation a perpetual, non-transferable, non-exclusive, royalty and fee free licence (not including a right to sub-licence) to use the Project IP for the purposes of conducting the Project for the duration of the Project and for the Organisation's own non-commercial internal purposes. 										

Insurance

[SPECIFY ANY PARTICULAR REQUIREMENTS OR None specified]

Ethics/biosafety approval required

Yes No

Special Conditions

[SPECIFY ANY SPECIAL CONDITIONS OR NA]

[Specific conditions can be related to matters such as intellectual property, publication terms including method of attribution or acknowledgement of UNSW's contribution. The Special Conditions will take precedence over the Agreement Details above and the General Terms.]

SAMPLE

EXECUTION

Executed as an agreement

Signed for and on behalf of UNSW by its authorised representative:

Signature Date

Name of authorised representative Position

Signed for and on behalf of [insert Organisation name] by its authorised representative:

Signature Date

Name of authorised representative Position

SAMPLE

GENERAL TERMS

1 Definitions and interpretation

1.1 Definitions

In this Agreement, in addition to the matters defined in the Agreement Details, the following capitalised words have the following meaning.

Agreement means this agreement between UNSW and the Organisation once signed by both parties.

Background IP means all Intellectual Property Rights owned or controlled by a party at the Project Start Date or subsequent to that date but independently of this Agreement, which they have made available to the other party for use in relation to the Project, including any Background IP described in the Agreement Details.

Business Day means a day that is not a Saturday, Sunday or public holiday in the jurisdiction where a party is located.

Contributions means any Organisation Cash Contribution and Organisation In-Kind Contribution specified in the Agreement Details.

Commercialise means in relation to Relevant IP, to:

- (a) manufacture, sell, import, hire out goods or provide a service (or offer to do any of those things), based on or incorporating the Relevant IP;
- (b) otherwise 'exploit' or exercise the rights of the owner of the Relevant IP; or
- (c) license any third party to do any of those things mentioned in paragraph (a) or (b) regardless of whether any revenue is generated or intended to be generated.

Confidential Information means any information disclosed by a party (**Discloser**) to the other party (**Receiving Party**) or which the Receiving Party otherwise becomes aware of during the Term or before the Project Start Date, that is:

- (a) imparted in circumstances of confidence, or
- (b) by its nature reasonably to be considered the confidential information of the Discloser or of a person to whom the Discloser owes a duty of confidence,

in each case, irrespective of the medium or means of disclosure or whether the disclosure is made directly or indirectly either by or to the Receiving Party or by the Discloser's Personnel or Related Bodies Corporate but does not include any Excluded Information.

Dispute means a dispute arising out of or relating to this Agreement including a dispute about the breach, termination, validity, or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

Excluded Information means information that:

- (a) is wholly in the public domain other than due to a breach of this Agreement;
- (b) was known by a Receiving Party at the time of disclosure by the Discloser or is subsequently disclosed to the Receiving Party by someone other than the Discloser and the information was not acquired directly or indirectly through a breach of this Agreement or any other obligation of confidentiality, or
- (c) is independently developed by the Receiving Party without any reference to or reliance on, or because of the disclosure of the Confidential Information by the Discloser.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

HDR means higher degree research program.

Improvement means any modification, enhancement, development or improvement to any Background IP made by a party in the course of performing the Project.

Intellectual Property Rights means any inventions, patents, trademarks, service marks, design rights, database rights (whether registered or otherwise) and any applications, renewals and extensions for these, copyright, know-how, trade or business names and all other intellectual or industrial property rights anywhere in the world, whether or not registered or capable of registration and any associated goodwill.

Insolvency Event means, with respect to a party:

- (a) a liquidator is appointed to the party;
- (b) the party applies to be voluntarily deregistered;
- (c) the party resolves to wind itself up; or
- (d) the party receives a notice from the Australian Securities and Investments Commission that it

is to be deregistered, unless the deregistration process is stopped within one month after that notice.

Law means any applicable statute, regulation, by-law, ordinance, rule, proclamation, subordinate legislation, order in council, any other instrument of a legislative character, and court rules, that are in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government) or elsewhere.

Loss means liabilities, expenses, charges, claims, losses, damages and costs (including legal cost on a full indemnity basis) whether incurred by or awarded against a party.

Moral Rights means the rights set out in Part IX of the *Copyright Act 1968* (Cth) and includes the rights to integrity of authorship, attribution of authorship, right not to have authorship falsely attributed, and rights of a similar nature conferred by statute anywhere in the world.

National Security Classification means a classification under the Commonwealth Attorney General's Protective Security Policy Framework.

Nominee means NewSouth Innovations Pty Limited (ABN 25 000 263 025) a wholly owned subsidiary of UNSW responsible for management and commercialisation of UNSW's Intellectual Property Rights.

Personnel means any employee, officer, principal, agent, contractor, student or volunteer of a party.

Personal Information means personal information as defined in the *Privacy Act 1988* (Cth) or similar Laws in the jurisdiction where a party is located.

Personnel means any employee, officer, principal, agent, contractor, student or volunteer of a party.

PID Act means the *Public Interest Disclosures Act 2022* (NSW).

Placement means the placement of the Student for the purposes of the Project with the Organisation whether remotely, virtually, at the Organisation's premises or other premises for the Project as agreed between the parties.

Privacy Laws means the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy Act 1988* (Cth) and relevant Laws in the jurisdiction where a party is located.

Project means research to be conducted in accordance with the Protocol and this Agreement described in the Details.

Project IP means all Intellectual Property Rights created or developed as part of performing the Project but does not include Intellectual Property

Rights in Background IP, Improvements, and copyright in a Students Thesis.

Project IP Owner means the party or parties identified in the Agreement details as the owner of any Project IP created through the Project.

Project Results means results and outcomes of the Project.

Project Start Date means the start date for the Project specified in the Agreement Details.

Protocol means the document attached as Attachment 1 which describes the Project.

Publication means any manuscript, abstract, article, paper or other work intended for publication; any oral presentation; any research thesis, or any poster, electronic or web presentation, but excluding a Student Thesis.

Related Bodies Corporate has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth).

Relevant IP means Project IP or Background IP (as applicable).

Student Thesis means any work or subject matter which is prepared by the Student as part of the Project and submitted in order to fulfil UNSW's requirements for the award of the Student's HDR.

Taxable Supply has the same meaning as in the *New Tax System (Goods and Services Tax) Act 1999* (Cth).

WHS means work health and safety.

WHS Authority means any federal, state, or local government authority, body, or regulator with power to administer or regulate WHS.

WHS Laws means the *Work Health & Safety Act 2011* (Cth) and *Work Health & Safety Regulations 2011* (Cth) and all comparable State and Territory occupational and work health and safety laws and regulations in force from time to time.

1.2 Interpretation

Unless the context requires otherwise:

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) dollars means Australian dollars unless otherwise stated.

- (b) "Including" and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
- (e) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (f) A reference to a term in the Agreement Details which is not separately defined has the meaning specified in the Agreement Details.
- (g) This Agreement comprises the:
 - (i) Agreement Details, and
 - (ii) General Terms.
- (h) If the Agreement Details include any Special Conditions, the Special Conditions will have precedence over the General Terms to the extent of any ambiguity or inconsistency.
- (i) If there is an existing Project Agreement between the parties, the terms and conditions of the Project Agreement will prevail to the extent of any inconsistency with this Agreement.

2 Conduct of the Project

- 2.1 The Placement will commence on the Placement Start Date and end on about the Placement Completion Date, or as otherwise agreed between the parties in writing.
- 2.2 The parties agree that:
 - (a) the Project is speculative and that the outcomes of the Project and its ability to produce commercially useful results are not guaranteed; and
 - (b) the results are the result of experimental research and as such, each party must use its own judgement as to the applicability and fitness for purpose of the results for that party's intended use of the results.
- 2.3 Each party agrees to conduct the Project and carry out its obligations under this Agreement in accordance with the Protocol and any applicable Laws, standards and awards, including the Australian Code for the

Responsible Conduct of Research, to the extent these apply to the parties.

2.4 Ethics and other approvals

- (a) The parties acknowledge that the Project may require ethics and/or biosafety approvals as a matter of Law or policy by a party's ethics or biosafety committees and/or a Government Agency. The relevant party must use reasonable endeavours to promptly obtain that approval.
 - (b) The parties are not required to commence the Project or the Placement before such approvals are obtained.
 - (c) If a party is unable to obtain any required approval, it will notify the each other party and this Agreement may be immediately terminated on written notice by a party.
- 2.5 A Party must not make or authorise to be made any inaccurate or misleading statement concerning the other party or use its name in a way which would mislead the public, or adversely affect the name, goodwill, reputation or image of the other party.

3 Organisation responsibilities

3.1 General Obligations

The Organisation acknowledges and agrees:

- (a) the Student is undertaking the Project in connection with the award of an HDR at UNSW;
- (b) where applicable, it will provide the services of the Organisation Supervisor at its own cost;
- (c) unless expressly agreed in writing by the parties, the Placement and the Student's undertaking of the Project is primarily for the benefit of the Student and that the Student will not be engaged as an employee, or undertake the work of an employee of the Organisation; and
- (d) UNSW does not guarantee the Student's attendance during a Placement or the quality of the Student's work or any deliverables arising from the undertaking of the Project.

3.2 Obligations regarding any Placement at Organisation Premises identified in the Agreement Details

- (a) The Organisation must ensure the work undertaken by the Student during a Placement and the level of supervision of the Student during a Placement is appropriate to the Student's skills and level of experience and is consistent with the Protocol.

- (b) The Organisation agrees to cooperate with UNSW and for the purposes of the Project provide the Student with access to:
- (i) the Organisation's premises or facilitate access to other premises as may be directed by the Organisation for the purpose of a Placement, and
 - (ii) all necessary facilities, infrastructure, materials, resources, equipment and all other reasonable assistance required for the Project.

3.3 The Organisation will:

- (a) in carrying out the Project and managing and instructing the Student through the Placement, at all times comply and ensure its Personnel comply with all WHS Laws;
- (b) have day-to-day duty of care of the Student when the Student is on the premises of the Organisation or other premises directed by the Organisation;
- (c) provide the Student with a healthy and safe working environment at the Organisation's premises and ensure that the Student is properly supervised and informed of relevant WHS and security policies and procedures, including through providing the student with any induction training reasonably required; and
- (d) promptly notify UNSW of any WHS, equal opportunity or discrimination issues or incidents that arise in respect of the Student during the Placement or any correspondence from any WHS Authority in respect of the Placement.

4 UNSW responsibilities

4.1 UNSW must:

- (a) use best endeavours to ensure that the Student uses all reasonable efforts to conduct the Project in accordance with any Protocol and in accordance with this Agreement;
- (b) use best endeavours to procure the Student's execution of the Student Acknowledgement in Attachment 2;
- (c) ensure that the UNSW Supervisor provides such supervision for the Student where set out in the Protocol;
- (d) only apply the Contributions for the benefit of the Student and for the purposes of the Project where set out in the Protocol;
- (e) report to the Organisation on the progress of the Student and the application of the Organisation's Contribution to the Project at

least annually, or at some other regular interval, as agreed by UNSW and the Organisation;

- (f) provide confidential updates on the progress of the Project to the Organisation during the Term; and
- (g) promptly notify the Organisation if at any time the Student ceases to be able to be involved in the Project. In which case, 30 days after the date of such notice, this Agreement will terminate and clause 16.6 will apply.

5 Contributions and payments

- 5.1 UNSW will provide a tax invoice to the Organisation for any payments due under this agreement.
- 5.2 The Organisation must pay UNSW the Organisation Cash Contribution in the manner agreed in the Details within 30 days of receipt of a valid tax invoice.
- 5.3 The Organisation must provide any Organisation In-Kind Contributions to UNSW or the Student in the manner set out in the Details.
- 5.4 UNSW will own all equipment purchased or constructed by or for it in connection with the Project or which is paid for (in whole or part) from the Organisation's Cash Contributions.
- 5.5 The Organisation agrees that UNSW may pay the Student any Student Stipend identified in the Agreement Details.

6 Taxes

- 6.1 Unless specified otherwise, all monetary amounts expressed in this Agreement are exclusive of GST, unless otherwise stated and any other applicable taxes, duties, imposts and other similar charges payable in respect of services provided.
- 6.2 If any supply under this Agreement is a Taxable Supply, the party making the supply may, in addition to any payment for the supply, recover the amount of the GST applicable to the supply.
- 6.3 Any amount of GST payable for a supply will be payable at the same time as the payment for the supply to which it relates.
- 6.4 For all countertrade transactions that occur under this Agreement, and for the purpose of enabling the parties to rely on Practical Compliance Guideline PCG 2016/18 issued by the Australian Taxation Office in complying

with their GST obligations, the parties agree and declare as follows:

- (a) the parties are each registered for GST;
- (b) the supplies that each of the parties make under the countertrade transaction or transactions (including In-kind Contributions) are all taxable supplies;
- (c) each supply is used by the recipient of the supply for a fully creditable purpose;
- (d) the GST-inclusive market values of the countertrade supplies are equal; and
- (e) relevant records in respect of the countertrade transactions will be kept for a period of at least 5 years.

7 Background IP

7.1 Subject to the terms of any Project Agreement, each party acknowledges that:

- (a) the Background IP of a party remains the property of that party (or a third party licensor, as the case may be) and nothing in this Agreement assigns any right, title or interest in or to any Background IP of a party; and
- (b) nothing in this Agreement prevents a party from Commercialising its Background IP or using its Background IP to conduct research (including collaborative, contract or other external research) outside the scope of this Agreement.

7.2 A party disclosing Background IP in connection with this Agreement makes no warranty or representation that the Background IP:

- (a) is suitable for any particular use or application;
- (b) has certain qualities of accuracy, precision or life expectancy; or
- (c) does not infringe any third party's Intellectual Property Rights.

7.3 Each party grants to the other parties a non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free licence:

- (a) for the duration of the Project to use their Background IP solely for the purpose of conducting the Project; and
- (b) to use their Background IP to the extent necessary to allow the other party/parties to use the Project IP that they own following completion of the Project.

7.4 Subject to the terms of any Project Agreement, all right, title and interest, in and to Improvements (including all Intellectual Property Rights subsisting in those

Improvements) vest in the party granting a licence of the relevant Background IP, with effect from the date of the creation of the Improvement. Those Improvements form part of the Background IP licensed under clause 7.3.

8 Project Intellectual Property

- 8.1 Project IP will be owned, licensed and used by the parties in accordance with the terms and conditions set out in the Agreement Details.
- 8.2 Notwithstanding anything to the contrary in this Agreement, the Student will retain ownership of all copyright in their Student Thesis.
- 8.3 The parties must use reasonable endeavours to ensure that their Personnel promptly notify each other on creation of Project IP.

9 Moral Rights

The parties must respect the Moral Rights of the Student and any other authors of any Project IP.

10 Publication (other than of a Student Thesis)

- 10.1 A party or the Student may publish the Project Results (in the case of a Student where the Project Results are directly relevant to their HDR thesis) provided that no Confidential Information owned by a non-publishing party is disclosed, subject to this clause 10.
- 10.2 A publishing party (including any publishing Student) must give notice of any proposed Publication in respect of the Project Results and Project IP to each other party at least 30 days before the publication date.
- 10.3 Subject to clause 10.7 and acting reasonably, each non-publishing party (including any Student) may, within that 30 day period:
 - (a) provide comments on the proposed Publication to the publishing party, which that party must consider but is not obliged to follow;
 - (b) require the publishing party to delay publication for no more than ninety (90) days to allow the relevant non-publishing party to file patent applications or take other measures to preserve its proprietary rights; or
 - (c) require the removal of its specified Confidential Information from the Publication.
- 10.4 If the publishing party has not received any comments from the non-publishing party (or parties) on the proposed Publication within thirty (30) days of giving notice under clause

10.2, the publishing party may make the Publication.

- 10.5 The parties must ensure that all Publications in respect of the Project Results and Project IP appropriately acknowledge the contribution of each party and any Personnel who have provided significant intellectual or scholarly contributions in connection with a Publication (or any research relating to the Publication) in accordance with usual academic practice.
- 10.6 Where applicable, each party must comply with any 'Open Access' policy that applies to the Project, including the requirement that any Publications arising from a Project must be deposited into an open access institutional repository within twelve months of the date of Publication.
- 10.7 On the reasonable request of the Organisation, UNSW and the Student must ensure that no Publications are made for a period not exceeding 12 months after the completion of the Project.

11 Examination and publication of a Student Thesis

- 11.1 Where a Student Thesis contains any of the Organisation's Confidential Information or Intellectual Property Rights owned by the Organisation (the **Organisation Material**):
- (a) UNSW will provide a copy of the Student Thesis to the Organisation 14 days prior to the presentation to examiners for assessment;
- (b) at the request of the Organisation, a Student Thesis will be submitted to the examiners in confidence, with the examiner required to sign a confidentiality deed on terms similar to clause 12;
- (c) the Organisation may, at its election, require UNSW and the Student to:
- (i) keep confidential all parts of the Student Thesis that contain the Organisation Material by delaying publication of the Student Thesis for a period not exceeding 12 months from the date of approval of the thesis by UNSW; or
- (ii) when the Student Thesis is published, ensure that the Confidential Information is included in an appendix to the Research Thesis which is restricted from public access for a reasonable period of time agreed by the parties,

and such course of action will be in full satisfaction of any obligations of confidentiality under this Agreement in respect of such Organisation Material included in the Student Thesis.

- 11.2 The Organisation acknowledges that UNSW has obligations under its governing statutes to ensure the Student is able to complete the requirements of their HDR candidature and that this obligation extends to submitting a Student Thesis for examination and depositing a copy of the completed Student Thesis in the UNSW Library.
- 11.3 The parties must ensure that the Student Thesis appropriately acknowledges the contribution of each party and any other Personnel who have provided significant intellectual or scholarly contributions in connection with a Student Thesis (or any research relating to the Student Thesis) in accordance with usual academic practice.
- 11.4 If a Student Thesis contains information that is subject to a National Security Classification, UNSW will ensure that
- (a) the Student Thesis is submitted for examination to an examiner with the necessary security clearance;
- (b) the examiner signs a confidentiality deed to protect that information; and
- (c) when the Student Thesis is published the classified information is included in an appendix to the Student Thesis which is restricted from public access and held in a secure premises as required by the level of classification, for the period of time that the relevant information remains classified.

12 Confidentiality

12.1 Confidentiality obligations

Except to the extent permitted under clauses 10 and 11, both parties must and must ensure their Personnel (except as may be required by law or with the other party's prior written consent):

- (a) keep secure and maintain the confidentiality of any Confidential Information of the other party;
- (b) refrain from using or directly or indirectly disclosing any Confidential Information of the other party, or attempting to do so, except to the extent necessary to conduct the Project or to enjoy the benefit of the Project IP as contemplated by this Agreement; and

- (c) not disclose the other party's Confidential Information to any third party.

12.2 Consequences of expiry or termination

- (a) The Receiving Party must cease all use of and return to the Discloser, or on the Discloser's instruction, destroy all Confidential Information on expiration or termination of this Agreement.
- (b) Despite 12.2(a), the Receiving Party may retain a copy of the Confidential Information (acting reasonably and only for as long as it is reasonably required):
 - (i) to fulfil legal, regulatory or reporting obligations;
 - (ii) that is stored electronically due to an existing routine data backup, provided the Confidential Information is deleted from local hard drives and no attempt is made to recover it other than as required by law,

and provided the Receiving Party maintains the confidentiality of the Confidential Information in accordance with clause 12.

13 Privacy

13.1 The parties agree to:

- (a) comply with the relevant Privacy Laws;
- (b) not do anything with any Personal Information it receives or holds that will cause another party to be in breach of any Privacy Laws; and
- (c) assist and co-operate with the other parties in resolving any complaints made under any Privacy Laws.

14 Public Interest Disclosures

14.1 In this clause 14, words and expressions:

- (a) which are not defined in this Agreement, but which have a defined meaning in the PID Act, have the same meaning as in the PID Act; and
- (b) which are defined in this Agreement but, by such a definition, are given a different meaning in other clauses of this Agreement to the meaning given in the PID Act, take the same meaning as in the PID Act in this clause.

14.2 The Organisation must ensure that all individuals involved in providing services under this Agreement are made aware of the following:

- (a) that those individuals are public officials for the purposes of the PID Act;
- (b) UNSW's Public Interest Disclosure Policy, available at

<https://www.unsw.edu.au/governance/policy/browse-a-z>;

- (c) that the above policy describes how to make a voluntary public interest disclosure (as described in such policy); and
- (d) the fact that a person who is dissatisfied with the way in which a voluntary public interest disclosure has been dealt with may be entitled to take further action under the PID Act or another Act or law.

14.3 The Organisation must notify UNSW of a voluntary public interest disclosure of which the Organisation becomes aware where either:

- (a) the disclosure relates to UNSW; or
- (b) the maker of the disclosure is known to be a public official associated with UNSW.

14.4 The Organisation must notify UNSW of serious wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.

14.5 The Organisation must use its best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public disclosure on behalf of UNSW or any other UNSW (as defined in the PID Act).

14.6 The Organisation acknowledges that:

- (a) UNSW has an obligation to take corrective action under section 66 of the PID Act; and
- (b) UNSW has a right to terminate the Agreement in response to a finding of serious wrongdoing or other misconduct involving the Organisation or an individual providing services under this Agreement.

14.7 The Parties acknowledge that the regulations made under the PID Act may make further provision about terms that must, or must not, be included in an UNSW service contract or a class of UNSW service contracts.

15 GIPA Right of Access to Information

15.1 This clause 15 applies only where the Organisation is to provide services to the public on behalf of UNSW under the Agreement.

15.2 If this clause applies:

- (a) the Organisation must, within 7 days of receiving a written request by UNSW, provide UNSW with immediate access to the following information contained in records held by the Organisation:

- (b) information that relates directly to the performance of the Services provided to UNSW by the Organisation pursuant to the Agreement;
- (c) information collected by the Organisation from members of the public to whom it provides, or offers to provide, the services pursuant to the Agreement; and
- (d) information received by the Organisation from UNSW to enable it to provide the Services pursuant to the Agreement.

15.3 For the purposes of sub-clause 15.2(a), information does not include:

- (a) information that discloses or would tend to disclose the Organisation's financing arrangements, financial modelling, cost structure or profit margin;
- (b) information that the Organisation is prohibited from disclosing to UNSW by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
- (c) information that, if disclosed to UNSW, could reasonably be expected to place the Organisation at a substantial commercial disadvantage in relation to UNSW, whether at present or in the future.

15.4 The Organisation will provide copies of any of the information in sub-clause 15.2(a), as requested by UNSW, at the Organisation's own expense.

15.5 Any failure by the Organisation to comply with any request pursuant to sub clause 15.2(a) or 15.4 will be considered a breach of an essential term and will allow UNSW to terminate the Agreement by providing notice in writing of its intention to do so with the termination to take effect 7 days after receipt of the notice. Once the Organisation receives the notice, if it fails to remedy the breach within the 7 day period to the satisfaction of UNSW, then the termination will take effect 7 days after receipt of the notice.

16 Term and termination

16.1 This Agreement commences on the Agreement Date and expires on the Project Completion Date, unless terminated earlier in accordance with this clause 14 (**Term**).

16.2 A party may terminate this Agreement immediately by written notice if:

- (a) the other party breaches any material term of this Agreement not capable of remedy; or

- (b) the other party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving written notice requiring it to do so; or
- (c) an Insolvency Event occurs in relation to a party (whether or not notified).

16.3 UNSW may terminate the Agreement with thirty (30) days' notice in writing to the Organisation for any reason, including without limitation if the Student discontinues or withdraws from their research project or HDR program. If UNSW exercises its right to terminate the Agreement under this clause 16.3 then UNSW must pay any reasonable costs incurred by the Organisation directly attributable to the termination of this Agreement.

16.4 This Agreement may be terminated by mutual approval of both parties.

16.5 This Agreement will be immediately terminated upon the termination or expiry of any Project Agreement identified in the Agreement Details.

16.6 Subject to the terms of the Project Agreement, on termination of this Agreement for any reason:

- (a) the parties must promptly initiate all appropriate action to close the Project;
- (b) if requested by a party (**Requesting Party**), the other parties must return to the Requesting Party all property in their possession or control belonging to another party, including Background IP and Confidential Information;
- (c) all Cash Contributions paid by the Organisation remain the property of UNSW;
- (d) the Organisation must pay to UNSW all unpaid Cash Contributions due to UNSW at the date of termination; and
- (e) UNSW will and will ensure that the Student delivers to the Organisation the Project Results in their current form.

16.7 If a party terminates this agreement under clause 16.2, then the defaulting party must pay any reasonable costs incurred by the non-terminating party directly attributable to the termination of this agreement.

17 Liability and Insurance

17.1 Each party represents and warrants to the other party that to its actual knowledge at the Project Start Date it has:

- (a) full power and authority to enter into and perform its obligations under this Agreement; and
 - (b) taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement and perform the Project.
- 17.2 UNSW will not be liable to the Organisation for any Loss or damage whether arising from a failure on the part of UNSW or the Student to perform work under this agreement on time or within the estimated costs of the Project, or otherwise, provided, that UNSW or the Student (as applicable) has used their reasonable endeavours to perform their obligations under this Agreement.
- 17.3 Each party must during the Term take out and maintain adequate insurance in relation to activities undertaken in the Placement and conduct of the Project, including any insurance specified in the Agreement Details.

18 Foreign Relations Act

- 18.1 If this Agreement, or any arrangement contemplated by this Agreement, is a “foreign arrangement” or “subsidiary arrangement” under *Australia’s Foreign Relations (State and Territory Arrangements) Act 2020 (Cth)* (**Foreign Relations Act**), then notwithstanding any other provision of this Agreement:
- (a) UNSW is entitled, acting in good faith, to take all actions reasonably necessary to ensure its compliance with the Foreign Relations Act and any declarations made under it (including any requirement that UNSW discloses, terminates or ceases to perform all or part of this Agreement);
 - (b) UNSW will not be in breach of this Agreement, and will not incur any liability to the Organisation, or any third party claiming through it, in relation to any such actions or otherwise arising from the operation of the Foreign Relations Act; and
 - (c) the Organisation agrees to cooperate in good faith with UNSW to do all things reasonably necessary to give effect to any declarations made under the Foreign Relations Act and any such actions taken by UNSW.

19 Notices

A notice or other communication under this Agreement has no legal effect unless it is in writing and is sent to the postal address and email address

for the relevant party specified in the Agreement Details.

20 Dispute resolution

- 20.1 This clause 20 applies to any dispute which arises between the parties in connection with this Agreement (**Dispute**). Each party must follow the dispute resolution process in this clause before it commences litigation or takes similar action, except to seek an urgent injunction or declaration.
- 20.2 If a party considers that a Dispute has arisen (**Initiating Party**), it may give notice in writing of the Dispute to the other party (**Receiving Party**), setting out reasonable particulars of the matters in dispute (**Dispute Notice**).
- 20.3 Within twenty (20) Business Days of the service of the Dispute Notice by the Initiating Party on the Receiving Party, in the case of UNSW, the Deputy Vice-Chancellor Research (or equivalent) or their delegate and in the case of the Client, its Chief Executive Officer, or their delegates who have appropriate authority to resolve the Dispute (collectively, the Senior Representatives), will meet (in person or by telephone or video conference) and attempt to resolve the Dispute in good faith.
- 20.4 If the Dispute is not resolved within twenty (20) Business Days after the Dispute is referred to Senior Representatives, the parties will endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to litigation.
- 20.5 Where a Dispute is referred to mediation under clause 20 above:
- (a) the mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (**Guidelines**); and
 - (b) the terms of the Guidelines are hereby deemed incorporated into this Agreement.
- 20.6 Prior to the resolution of a Dispute, each party must continue to perform its obligations under this Agreement:
- (a) unless the nature of the Dispute renders it impossible to do so; or
 - (b) unless and until such obligations are terminated or expire in accordance with this Agreement.

20.7 This clause 20 shall survive termination of this Agreement.

21 General

21.1 Assignment

A party must not assign, novate, or otherwise deal with this Agreement without the prior written consent of the other party except that UNSW may assign its rights and obligations in whole or in part under this Agreement to its Nominee by written notice to the other party.

21.2 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary to give full effect to this Agreement.

21.3 No relationship

Nothing in this Agreement may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary between the parties.

21.4 Entire Agreement

This Agreement and any Project Agreement identified in the Agreement Details:

- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

21.5 Costs of Agreement

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary to give full effect to this Agreement.

21.6 Waiver

The failure by a party to require performance of an obligation under this Agreement by the other party will not operate as a waiver of the obligation and the other party remains liable to perform all its obligations under this Agreement.

21.7 Variation

Any variation to this Agreement is not effective unless it is made in writing and signed by the parties to it

21.8 Severability

Any term of this Agreement which is wholly or partially unenforceable, illegal or void is severed to the extent that it is void or unenforceable, and the rest of this Agreement is not affected and remains in force.

21.9 Survival

Any clause that expressly or by implication continues after termination or expiration of this Agreement, will survive termination or expiry of this Agreement.

21.10 Counterparts

This Agreement may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.

21.11 Governing law and jurisdiction

The laws of New South Wales, Australia governs this Agreement and the parties submit to the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

Attachment 1

[Project Protocol]

Project title: [insert]

Project details: [insert]

Budget: [insert]

SAMPLE

Attachment 2 – Student Acknowledgement

[To be provided separately to the Student for execution, without the rest of the Agreement and Guidance Notes]

KEY DETAILS

Student	Name	[insert]
	Faculty or School	[insert]
	Phone	[insert]
	zID	[insert]
	Email	[insert]
UNSW	Name	The University of New South Wales, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) (UNSW)
	ABN	57 195 873 179
	Address	UNSW Sydney NSW 2052, Australia
	UNSW Supervisor	[insert]
Organisation	Name	[insert]
	ABN	[insert]
	Address	[insert]
	Organisation Supervisor	[insert]
	Location for Placement	[insert]
Agreement Date	[insert]	
Project	[Insert name and details of the project]	
Milestones	[DESCRIBE MILESTONES (IF ANY) AND MILESTONE DATES OR NA] [An example of a milestone would be completion of phase 1 of a project, completion specific experiments or delivery of results or outcomes (material or data) by a specific date or within a time period.]	
Term	Project Start Date	
	Project Completion Date	
Placement Start Date	[Insert placement start date if applicable . Delete if not applicable]	

Placement Completion Date

[Insert placement completion date if applicable . Delete if not applicable]

Student Background IP

[INSERT DETAILS OF ANY BACKGROUND IP BEING CREATED BY THE STUDENT]

Special Conditions

In this Deed Poll, in the following capitalised words have the following meaning.

Background IP means all Intellectual Property Rights owned or controlled by a party at the Project Start Date or subsequent to that date but independently of this Agreement, which they have made available to the other party for use in relation to Project, including any Background IP described in the Key Details.

Confidential Information means any information disclosed by a party (**Discloser**) to the other party (**Receiving Party**) or which the Receiving Party otherwise becomes aware of during the Term or before the Project Start Date, that is:

- (a) imparted in circumstances of confidence, or
- (b) by its nature reasonably to be considered the confidential information of the Discloser or of a person to whom the Discloser owes a duty of confidence,

in each case, irrespective of the medium or means of disclosure or whether the disclosure is made directly or indirectly either by or to the Receiving Party or by the Discloser's personnel or Related Bodies Corporate but does not include any Excluded Information.

Improvement means any modification, enhancement, development or improvement to any Background IP made by a party in the course of performing the Project.

Intellectual Property Rights means any inventions, patents, trademarks, service marks, design rights, database rights (whether registered or otherwise) and any applications, renewals and extensions for these, copyright, know-how, trade or business names and all other intellectual or industrial property rights anywhere in the world, whether or not registered or capable of registration and any associated goodwill.

Moral Rights means the rights set out in Part IX of the *Copyright Act 1968* (Cth) and includes the rights to integrity of authorship, attribution of authorship, right not to have authorship falsely attributed, and rights of a similar nature conferred by statute anywhere in the world.

Personnel means any employee, officer, principal, agent, contractor, student or volunteer of a party.

Placement means the placement of the Student for the purposes of the Project with the Organisation whether remotely, virtually, at the Organisation's premises or other premises for the Project agreed by the parties.

Project IP means all Intellectual Property Rights created or developed as part of performing the Project but does not include Intellectual Property Rights in Background IP, Improvements, and copyright in Student Background IP including a Student Thesis.

Publication means any manuscript, abstract, article, paper or other work intended for publication; any oral presentation; any research thesis, or any poster, electronic or web presentation, excluding a Student Thesis.

Student Background IP means Background IP identified in the Key Details, and any Intellectual Property Rights which the Student will or has created independently of the Project and which the Student contributes to perform the Project.

Student Thesis means any work or subject matter which is prepared by the Student and submitted in order to fulfil UNSW's requirements for the award of their HDR.

- 1 A reference to a term in the Key Details which is not separately defined has the meaning specified in the Key Details.
- 2 I acknowledge that I have read the provisions of this Deed and had an opportunity to seek independent legal advice.
- 3 I agree during the Term to:
 - (a) conduct the Project in accordance with applicable standards, awards, laws and regulations, including the Australian Code for the Responsible Conduct of Research;
 - (b) conduct the Project in a diligent manner and to a high standard;

- (c) comply with all relevant UNSW and Organisation policies and procedures relevant to undertaking, (where applicable) the Placement, and the conduct of Project;
- (d) comply with all reasonable directions of UNSW or the Organisation in connection with the Project;
- (e) knowingly not infringe, and use my best endeavours not to infringe, the Intellectual Property Rights of any person in carrying out the Project;
- (f) grant UNSW and the Organisation a fee free, non-exclusive licence to use the Student Background IP for the purpose of carrying out the Project; and
- (g) grant a perpetual, irrevocable non-transferable, non-exclusive, royalty and fee free licence to the Organisation and UNSW to use and sublicense the Student Background IP:
- (i) for the duration of the Project solely for the purpose of conducting the Project; and
 - (ii) to the extent necessary to allow UNSW and the Organisation to use any Project IP that they own following completion of the Project; and
 - (iii) for their non-commercial internal purposes.
- (h) I must not make any inaccurate or misleading statement concerning the Organisation or UNSW or use their names in a way which would mislead the public, or adversely affect the name, goodwill, reputation or image of the other party.
- 4 I hereby assign to UNSW all right, title and interest in and to any Improvements and any Project IP upon creation and agree to do all things and execute all documents reasonably necessary to give effect to such ownership and assignment.
- 5 In participating and attending the Placement, I agree to:
- (a) observe all reasonable directions and requirements for or in connection with access to the premises and facilities of the Organisation, including carrying out any induction and work health and safety training required by the Organisation; and
 - (b) promptly notify the UNSW Supervisor and the Organisation Supervisor of any injury or accident sustained by me while at the Organisation's premises.
- 6 In respect of any Publications of Project Results other than my Student Thesis:
- (a) I must give notice of any proposed Publication to UNSW and the Organisation at least 30 days before the publication date.
 - (b) I acknowledge that UNSW and/or the Organisation may, within that 30 day period:
 - (i) provide comments on the proposed Publication, which I must consider in good faith;
 - (ii) require me to delay publication for no more than ninety (90) days to allow the relevant non-publishing party to file patent applications or take other measures to preserve its proprietary rights; or
 - (iii) require the removal of its specified Confidential Information from the Publication.
 - (c) If I have not received any comments from UNSW or the Organisation on the proposed Publication within thirty (30) days of giving notice under clause 6(a), UNSW and the Organisation agree that I may make the Publication.
 - (d) I will ensure that all of my Publications appropriately acknowledge the contribution of each party who has provided a significant intellectual or scholarly contributions in connection with a Publication (or any research relating to the Publication) in accordance with usual academic practice.
 - (e) On the reasonable request of UNSW and/or the Organisation, I must ensure that no Publications are made for a period not exceeding 12 months after the completion of the Project.
- 7 In respect of my Student Thesis, where my Student Thesis contains any of the Organisation's Confidential Information or Intellectual Property Rights owned by the Organisation (the **Organisation Material**), I agree that:
- (a) UNSW will provide a copy of the Student Thesis to the Organisation prior to the presentation to examiners for assessment;
 - (b) at the request of the Organisation, my Student Thesis will be submitted to the examiners in confidence, with the examiner required to sign a confidentiality deed; and
 - (c) the Organisation may, at its election, require me to:

- (i) keep confidential all parts of my Student Thesis that contain the Organisation Material by delaying publication of my Student Thesis for a period not exceeding 24 months from the date of approval of the thesis by UNSW; or
- (ii) when my Student Thesis is published, ensure that the Confidential Information is included in an appendix to the Research Thesis which is restricted from public access for a reasonable period of time agreed by the parties,
- and such course of action will be in full satisfaction of any obligations of confidentiality under this Agreement in respect of such Organisation Material included in the Student Thesis.
- (d) I will ensure that my Student Thesis appropriately acknowledges the contribution of each party and any other Personnel who have provided significant intellectual or scholarly contributions in connection with a Student Thesis (or any research relating to the Student Thesis) in accordance with usual academic practice.
- (e) If my Student Thesis contains information that is subject to a National Security Classification, I agree that:
- (i) my Student Thesis will be submitted for examination to an examiner with the necessary security clearance;
- (ii) the examiner will sign a confidentiality deed to protect that information; and
- (iii) when my Student Thesis is published the classified information will be included in an appendix to the Student Thesis which is restricted from public access and held in a secure premises as required by the level of classification, for the period of time that the relevant information remains classified.
- 8 Except as may be required by law or with the other party's prior written consent, I will ensure that I:
- (a) keep secure and maintain the confidentiality of any Confidential Information of UNSW and the Organisation; and
- (b) refrain from using or directly or indirectly disclosing any Confidential Information of UNSW or the Organisation, or attempting to do so, except to the extent necessary for the Project or to enjoy the benefit of the Project IP as contemplated by this Agreement.
- 9 At the completion of the Project or at the direction of a Discloser, I must cease all use of and return to the Discloser, or on the Discloser's instruction, destroy all Confidential Information on expiration or termination of this Agreement.
- 10 I acknowledge that while the Organisation and UNSW will use reasonable efforts to respect any Moral Rights that I may have in the Project IP, they may not be able to do so in all circumstances. To the extent permitted by law, I consent to the Organisation, UNSW and their assigns, successors and licensees engaging in activities that may infringe my Moral Rights in relation to the Project IP.
- 11 If I undertake paid work during the course of the Project, I will ensure that such work does not:
- (a) significantly affect my ability to conduct the Project; and
- (b) contravene any criteria or requirement set by the Organisation as a condition or precondition for entitlement to the financial or in-kind contributions to the Project.
- 12 I consent to UNSW communicating to the Organisation any details on the progress of the Project and the quality of my academic performance.
- 13 I consent to the Organisation or UNSW publishing my name and a general description of the Project for promotional or educational purposes.
- 14 I acknowledge and agree that UNSW may terminate or suspend the Project and/or the Placement immediately on written notice:
- (a) if the Organisation ceases its operations and UNSW is unable to find a suitable replacement organisation;
- (b) if I discontinue or withdraw from my higher degree research program; or
- (c) otherwise in accordance with UNSW policies and procedures, including for academic misconduct.
- 15 Any variation to this Deed is not effective unless it is made in writing and signed by the Student.
- 16 This Deed may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.

17 The laws of New South Wales, Australia governs this Deed and the parties submit to the

exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

Executed as a Deed Poll

Signed, sealed and delivered by the Student:

Signature _____

Witness Signature _____

Name _____

Witness Name _____

Date _____

SAMPLE