

UNIVERSITY OF SOUTH AUSTRALIA
STUDENT PROJECT PARTICIPATION AGREEMENT

Between

University of South Australia (ABN: 37 191 313 308), a body corporate by virtue of the *University of South Australia Act, 1990*, as amended, of North Terrace Adelaide SA 5000 (the 'University');

And

Name and Student Number: {StudentName} - {StudentNumber}

Address: {StudentAddress}

Program Enrolled: {StudentProgram}

a Student of the University (the 'Student').

Background

- A The University is undertaking a project {ProjectDescription} (the 'Project').
- B The parties acknowledge that the Project involves a substantial contribution by the University and/or its industry partners of funding, in-kind support and/or background Intellectual Property which may lead to valuable outcomes. Such levels of contributions are not normally available in relation to projects involving students.
- C The Student wishes to participate in the Project.
- D Subject to acceptance of the Student's research proposal in accordance with normal University procedures, the University has agreed to permit the Student to participate in the Project in accordance with these terms, including assignment of ownership of any Intellectual Property produced by the Student in relation to the Project to the University and adherence to confidentiality requirements. In consideration of the benefits to be gained from participation in the Project, the Student agrees to participate in the Project in accordance with the terms of this agreement.

Operative Part

1. In this agreement:

'Confidential Information' includes any information that by its nature is confidential, is designated or marked by the University or a disclosing party as confidential or the Student knows or ought to know is confidential but excludes information which is in the public domain other than by breach of this agreement, is required by law to be disclosed or which is independently possessed or acquired by the Student where the burden of establishing an exception is upon the Student;

'Intellectual Property' means all intellectual property rights including patents, copyrights, circuit layouts, designs, trademarks, plant breeders rights, the right to have confidential information kept confidential and the right to registration of such rights.

2. This agreement is subject to the Intellectual Property Policy and other regulations and policies of the University. Where the Project is undertaken upon the basis of an agreement between the University and an industry partner the Student agrees to comply with the provisions of such agreement insofar as applicable and advised to the Student.
3. The Student warrants that the Student is not under any obligation to any other person, firm or company which in any way prevents or restricts the Student from entering into this agreement. The Student will not do any act which might give rise to a conflict of interest with or be detrimental to the Project and agrees to immediately inform the University of any conflict of interest in relation to the Project.
4. The Student agrees to carry out diligently all tasks and other work related to the Project as requested by the Student's University supervisor in so far as these are consistent with the Student's enrolment.
5. The Student acknowledges that, subject to procedures for confidentiality, the Student has the unrestricted right to the examination of a thesis and/or other work. The University supervisor

will inform the Student of any required procedures in relation to the submission of work and publications which the Student hereby agrees to follow. Subject to paragraph 7, the Student also has the right to submit all or any part of his or her theses and/or work for publication. Where such work contains Confidential Information developed by the Student, such work may be required to be kept confidential for a maximum period of two years.

6. The Student shall be entitled to discuss aspects of the Project with his or her supervisor and with other staff and Students involved in the Project. The Student is at all times entitled to submit reports of work-in-progress to his or her supervisor or postgraduate coordinator.
7. The Student agrees that all Confidential Information produced by, received by or supplied to the Student in relation to the Project:
 - will be kept strictly confidential;
 - will remain the absolute and exclusive property of the owning party;
 - will not, without prior written consent, be disclosed or divulged to any third party; and
 - will not, without prior written consent, be used other than for the purpose of the Project.

The Student will promptly return all materials, documents and records containing Confidential Information, including all extracts and copies, to the University upon request.

8. All Intellectual Property developed or created by the Student arising from the Project ('Project Intellectual Property') shall be owned by the University and is hereby assigned by the Student to the University. The Student agrees to promptly notify the University of any commercially valuable Project Intellectual Property. [Such notification will generally be provided to the Student's supervisor. The supervisor is responsible for reporting commercially valuable intellectual property to UniSA Ventures Pty Ltd].
9. Subject to confidentiality, the University grants the Student a non-exclusive royalty free right to any Project Intellectual Property for use in the Student's studies at the University of South Australia. Copyright in any course work and/or thesis will remain owned by the Student. The Student grants the University a non-exclusive royalty free licence (including the right to sublicense) to the copyright in the Student's course work and/or thesis for the purpose of exploitation of the Intellectual Property arising from the Project.
10. On request by the University, the Student will execute any document and give any assistance reasonably required by the University to perfect its rights under this agreement.
11. The University will share any net earnings derived from the commercialisation of Project Intellectual Property with the Student on the same basis as for University staff (see the University's Intellectual Property – Ownership and Management Policy: <https://i.unisa.edu.au/policies-and-procedures/university-policies/research/res-22/>)

Signed

Student	University Supervisor	Executive Dean/Director
Date	Name:	Name:
	Date	Date