

5. Subject to clause 2, the parties and their related bodies corporate shall be entitled to use for internal non-commercial purposes the Project Intellectual Property provided that the originality of research as required by course regulations is not prejudiced.
6. The ownership of intellectual property which exists prior to the commencement of the Project ("Pre-existing Intellectual Property") shall not be altered or transferred merely by virtue of its use in the Project, and should be identified prior to the commencement of the Project.
7. The parties shall take such steps as may be required to protect Project Intellectual Property, including keeping the Project Intellectual Property confidential and delaying publication if publication is likely to prejudice subsequent intellectual property protection or commercialisation, provided that publication shall not be delayed beyond the period provided for in the research degree regulations of the University, or 12 months whichever is the earlier unless a longer period is negotiated with the Student.
8. The parties shall meet as soon as possible after creation of Project Intellectual Property to determine the most appropriate method of commercialisation, and responsibility for Project Intellectual Property protection and commercialisation.
9. The Organisation shall be responsible for its own internal arrangements with respect to its employees and for identification and protection of its Pre-existing Intellectual Property for the purposes of the Project. This Agreement shall not render the University liable for any matters arising in connection with such intellectual property except in the case where an agreement in writing has been made between the University and the Organisation.
10. This Agreement shall not render the University liable or under any obligation for any matters arising in connection with such intellectual property except in the case where an agreement in writing has been made between the University and the Organisation.
11. This Agreement will be governed by and construed according to the laws in effect in the jurisdiction of South Australia.
12. If either party fails to insist on compliance with a particular clause at any particular time or period, it does not mean that compliance is permanently waived.
13. This Agreement may only be varied in writing and by agreement between the parties.
14. Neither party may assign, transfer or dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Without limiting the foregoing this Agreement will ensure to the benefit of and be legally binding on the parties and their permitted assigns but not to any other persons.
15. The clauses which are capable of having effect after this Agreement is terminated will continue to have effect after termination, however that occurs.
16. If any clause or part of a clause is held to be invalid, unenforceable or illegal for any reason, this Agreement will continue to have effect apart from that clause or part of that clause which shall be deemed deleted.

THE SCHEDULE

The Student:

The Project:

EXECUTED BY THE INSTITUTIONS AS A STUDENT AGREEMENT

SIGNED on behalf of
THE UNIVERSITY OF ADELAIDE

.....

[Name:]
[Position: Pro Vice-Chancellor Research Operations]
[Date]

in the presence of:

.....
Witness signature

[Name:]
[Position:]

SIGNED on behalf of
(the Organisation)

.....

[Name:]
[Position:]
[Date:]

in the presence of:

.....
Witness signature

[Name:]
[Position:]