

Division of the Deputy Vice-Chancellor and Vice-President (Research) Adelaide Graduate Centre

STUDENT PROJECT PARTICIPATION AGREEMENT **FOR POSTGRADUATE RESEARCH STUDENTS** **INFORMATION SHEET - PLEASE READ CAREFULLY**

In the absence of an employment relationship between the University and its students, students own intellectual property generated by their research. However, these results are frequently the product of a complex interaction between third parties, supervisor(s), the student and other student(s) as part of a research team.

For the protection of the rights of all participants who may be engaged in research the University requires that higher degree students engaged in research with the potential to result in outcomes which are of possible commercial interest, or which will contribute to the development of existing University Intellectual Property or which is the subject of obligations to a Third Party Sponsor under a separate agreement, assign to the University their intellectual property rights arising from that research by signing the *Student Project Participation Agreement* (SPPA). This ensures that students who sign an SPPA share in any benefit in the same way as does University staff. Not all students will need to sign an SPPA.

It is believed that the University, with its available resources, expertise and appropriate mechanisms in place for the commercialisation of intellectual property (through Adelaide Research & Innovation Pty Ltd), will be in a better position to protect and service the students' interests.

More information on Higher Degree Students and Intellectual Property is available on the web at <http://www.adelaide.edu.au/aripl/research/?b=nocss>. It is important that this information be consulted prior to completing the SPPA.

Students and supervisors should be aware that an automatic embargo of two years from the date of submission is placed on publication of the material in the theses of students who have signed the SPPA. At the time of completion of the Core Component of the Structured Program however, if all supervisors and other interested third parties lodge the relevant 'Removal of Embargo' forms, the Research Education and Development Committee, on advice from Adelaide Research & Innovation Pty Ltd may determine to lift the embargo at that time.

While the embargo is in place the thesis will be examined but examiners will be asked to treat the thesis as confidential and not to discuss it with, or make it available, to any other party.



Where an SPPA is needed, it must be completed, signed by the student, witnessed and submitted to:

Adelaide Graduate Centre, Level 6, 115 Grenfell Street, University of Adelaide SA 5005.

(The Agreement may be executed in any number of counterparts, including facsimile, electronic or scanned PDF documents. Each such counterpart, facsimile, electronic or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.)

PLEASE DO NOT COMPLETE THE UNIVERSITY SECTION.

This section will be completed by the Graduate Centre. After the appropriate endorsement, the original agreement will be retained for the student file and copies will be forwarded to the student, the Principal Supervisor and to the School/discipline for record purposes.

WARNING: WHERE AN SPPA IS NEEDED, THIS AGREEMENT MUST BE RETURNED AT THE ONSET OF THE STUDENT'S RESEARCH OR THE COMMENCEMENT OF A PROJECT.

N.B. If the University/student/supervisor(s) has/have already signed any agreement relating to intellectual property, the supervisor(s) should discuss the situation with legal advisors at Adelaide Research & Innovation Pty Ltd prior to the student signing an SPPA. The student will be advised to seek independent legal advice.

**STUDENT PROJECT PARTICIPATION AGREEMENT
FOR POSTGRADUATE RESEARCH STUDENTS**

THIS AGREEMENT made the _____ day of _____ 20____
(date) (Month) (Year)

BETWEEN:

THE UNIVERSITY OF ADELAIDE, a body corporate established pursuant to The University of Adelaide Act 1971 (“the University”)

AND:

.....of.....
(Name of Student) (Address of Student)

(hereinafter called “the Student”)

BACKGROUND:

- A. The University, in its Faculty/Department/School/Discipline of
conducts studies, research and development in the area of
and the supervisor/s have agreed to supervise a student to undertake a project entitled.....
.....
.....
 (“the Project”).
- B. The Student, is a student enrolled in the University and desires to participate in the Project.
- C. The Student and the University acknowledge that the Project comprises work that has potential commercial value to the University, contributes to the development of existing University Intellectual Property or is the subject of obligations to a Third Party Sponsor under a separate agreement.

IN CONSIDERATION of the covenants which are contained in this Agreement, the University and the Student agree as follows:

- 1. In this Agreement, the term “Intellectual Property” includes:
 - (a) patentable and non-patentable inventions;
 - (b) designs;

- (c) trade marks;
- (d) works subject to copyright (including written or audio-visual material and computer software);
- (e) trade secrets;
- (f) proprietary rights granted under the Plant Breeder's Rights Act 1994 and the Circuit Layouts Act 1989 subject to any special policy developed with respect to such rights; and
- (g) non-patentable processes or know-how.

"Person" includes a person, body corporate, agency, institution, organisation, and government or quasi-government instrumentality.

"Third Party Sponsor" means any Person that the Student may have received some sponsorship monies or who is involved in any way in the Project with the University and whose details are more fully stated in the Schedule.

2. The Student requests the University to permit the Student to participate in the Project, and the University agrees to permit the Student's participation in the Project, subject to:
 - (a) performance of the covenants contained in this Agreement; and
 - (b) the acceptance by the University of the Outline of Proposed Research submitted by the Student to the University in accordance with the University's Regulations and Schedules of the relevant degree.
3. During the period of the Student's involvement in the Project, the Student agrees to carry out diligently such tasks and ancillary work related to the Project as may be requested by the Student's Supervisor(s) nominated by the University from time to time in so far as they are consistent with the Student's higher degree candidature.
4. The Student warrants to the University that the Student is not under any obligation to any other person, institution or private company or an agency (whether government or quasi/government) which in any way prevents or restricts the Student from giving the representations and undertakings contained in this Agreement.
5. All Intellectual Property (other than the copyright in the thesis which shall be the property of the Student) developed or created by the Student arising from work performed directly or indirectly in connection with the Project ("Student IP") shall at all times be the property of the University and shall hereby be assigned to the University. In this regard the Student shall actively cooperate if required in the taking of any steps, including the signing of documentation, to give effect to the assignment of the Student IP and to this effect the Student appoints the Deputy Vice-Chancellor – Research ("DVC-R") to be the Student's attorney for the sole purpose of taking such action as is necessary to give effect to the rights, title and interests conferred upon the University under this Agreement. The power of attorney given to the DVC-R begins immediately and gives the attorney the power to do, on the Student's behalf, anything that the Student could lawfully do (other than a personal/health matter) for the purposes of this clause 5.
6. All plans, drawings, models, prototypes, contrivances, structures, products, specimens, computer programs, and all data of whatsoever nature made or prepared by the Student directly or indirectly in relation to the Project (excluding the Student's thesis) shall be and remain at all times the property of the University, and shall, on request, be delivered to the University by the Student.

7. All communications, materials and other information produced, supplied to or received by the Student concerning the Project which is disclosed as "Confidential" whether marked "Confidential" or not or which is by its nature intended to be confidential, and any information concerning the business transactions or the commercial arrangements in relation to the Project coming to the knowledge of the Student shall be kept confidential by the Student unless and until the University and the Student agree in writing that it is in the public domain, in which case, to the extent that it is public, this obligation shall cease. In case of uncertainty, the Student shall treat the information and material as "Confidential Information" and publication of any such information and material is not permitted until clearance is obtained in writing from the University. The Student if required will execute a separate confidentiality agreement. The University agrees nothing in this Agreement shall limit the Student's right to have the Student's thesis examined.
8. The Student will not do any act or will not omit to do any act, which in any way might directly or indirectly give rise to a conflict of interest with or be detrimental to the Project.
9. The University and the Student agree that where the rules and procedures set out in the Research Student Handbook are inconsistent with or in conflict with this Agreement then this Agreement shall apply.
10. In the event that the Student is an originator or inventor of Intellectual Property arising from the Project, the University agrees to share the benefits if any derived from any commercial applications of the Intellectual Property with the Student in the manner set out in the University's Intellectual Property Policy.
11. The Student grants to the University a royalty free, non-exclusive licence to use, copy, reproduce and distribute the Student's thesis and any other publications written by the student for research, publication, training and teaching purposes ("Purposes") and if required to sublicense the thesis or other publications to third parties for any of those Purposes.
12. The obligations in this Agreement shall survive the termination of the Project.
13. This Agreement will be governed by, construed and take effect in accordance with the laws of South Australia and the parties agree to submit to the jurisdiction of the Courts of that State and Courts having appellate jurisdiction from those Courts.
14. Each word, phrase, sentence, paragraph and clause ("a provision") of this Agreement is severable and if a Court determines that a provision is unenforceable, illegal or void the Court may sever that provision which becomes inoperative and such severance will not affect the other provisions of this Agreement.
15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior arrangements, representations or undertakings are superseded.
16. This Agreement may be executed in any number of counterparts, including facsimile, electronic or scanned PDF documents. Each such counterpart, facsimile, electronic or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

SCHEDULE

NAME AND CONTACT DETAILS OF THIRD PARTY SPONSOR:-

- *NOTE 1: The third party could be a CRC, CSIRO, DSTO, IMVS, other company government quasi-government or private etc*

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- *NOTE 2: If the Student's Project is attached to a grant or contract of whatever kind whether government/quasi government or private company (e.g. ARC, NH&MRC etc) also add the following details.*

The name of the grant/contract is
The grant ID Number is.....
The Chief Investigator(s) on the grant/contract is/are