



INDUSTRY ENGAGEMENT PROGRAM (IEP) STUDENT AGREEMENT

This Agreement is made between the Industry Partner, the Student and the University in accordance with the following Details and attached Terms and Conditions. In consideration of the University and the Industry Partner providing the Student with assistance on the Industry Placement, access to facilities, and/or payments, the parties will carry out the Placement on the terms and conditions set out below.

DETAILS		
University Details	THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937) a body corporate established pursuant to the <i>University of Adelaide Act 1971</i> and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005 (“the University”)	
Industry Partner Details	[Industry Partner Name] [ABN] of [Address]	
Student Details	Student Name: Student No: Address: Email: Tel: Degree: Doctor of Philosophy Degree Attendance Status: Full-time	
UA Placement Scholarship (if any)	<i>List any scholarship to be paid by UA during the Placement, and its details.</i>	
University Supervisor(s)	Principal Supervisor Name: Title: Tel: Email: Other Supervisor Name (where applicable): Title: Tel: Email: Other Supervisor Name (where applicable): Title: Tel: Email:	
Industry Partner Supervisor	Name: Title: Tel: Email:	
Placement Term	Start Date	
	End Date	
	Agreed Number of Working Days	<i>A minimum of 30 working days is required. 5 days = 1 week</i>

DETAILS	
Placement Location	<i>[Industry Partner's worksite(s)]</i>
Professional Development	The student will complete the University's Career and Research Skills Training (CaRST) program including the core courses required for the Industry Engaged PhD (IEP), together with any agreed activities required by the Industry Partner.
Placement Plan	An agreed 'Placement Plan' must be submitted to the Adelaide Graduate Centre together with this Agreement.
Background IP (if any)	University
	Student
	Industry Partner
Ownership of Placement IP	Industry Partner: _____ % University: _____ %
Industry Partner's Financial Contribution (if any)	<i>[Insert amount and payment terms]</i> including GST
University Contact for Notices	Name: Title: Address: Tel: Email:
Industry Partner Contact for Notices	Name: Title: Address: Tel: Email:
Special Conditions (if any)	Whilst the Placement may be related to the Research Project, the outcomes of the Placement will not form part of the research presented in the thesis for examination. Once a student commences a placement under the IEP, satisfactory completion, in accordance with the University's standard assessment requirements, becomes a pre-requisite for completion of the PhD. The Industry Partner will participate in assessment of the candidate's progress and provide an Industry Partner Impact Statement.
OFFICE USE ONLY <i>(Version 20/12/2018)</i>	Date Received:
	Our Ref. Number:
	Industry Partner Ref. Number:

Signed for and on behalf of the **University of Adelaide** by its authorised representative

Signed for and on behalf of the **Industry Partner** by its authorised representative:

.....
Name and position:

.....

Date:

.....
Name and position:

.....

Date:

Signed by the **Student**

.....
in the presence of:

.....
Signature of Witness

Date:

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. In this IEP Student Agreement, including the Details, Schedules and Annexures if any (**this Agreement**):
- 1.1.1. **Background IP** means Intellectual Property that is developed independently of the Placement.
- 1.1.2. **Degree** means the degree being undertaken by the Student, as set out in the Details.
- 1.1.3. **Placement** means the Industry Engagement Placement described in clause 2 and as otherwise provided for under this Agreement.
- 1.1.4. **Intellectual Property** or **IP** means all rights in relation to patents, inventions, plant breeders rights, registered or unregistered trademarks and service marks, registered designs, copyrights, database rights, design rights, Confidential Information, know-how, applications for any of the above, and any similar right recognised in any jurisdiction, including all rights of action in relation to the infringement of any of the above.
- 1.1.5. **Location** means the Industry Partner's premises at which the Student will attend to undertake the Placement, as described in the Details.
- 1.1.6. **Moral Rights** has the meaning given to that term in Part IX of the *Copyright Act 1968* (Cth) and includes: (a) right of attribution of authorship; (b) a right not to have authorship falsely attributed; and (c) a right of integrity of authorship.
- 1.1.7. **Placement IP** means IP arising during the course of the Placement by the Student with the Industry Partner.
- 1.1.8. **Placement Plan** means the plan for the work to be undertaken by the Student during the Placement, as described in the Details.
- 1.1.9. **Publication** means any manuscript, abstract, article, paper or other work intended for publication; any oral presentation; or any poster, electronic or web presentation, excluding publication or presentation by a student of their Thesis, and **Publish** will have the corresponding meaning.
- 1.1.10. **Research Project** means the research and training activities that will be undertaken by the Student in respect of the Degree in which the Student is enrolled and as further specified in the Details;
- 1.1.11. **UA Scholarship** means any scholarship to be paid to the student for the purpose of undertaking the Placement as described in the Details.
- 1.1.12. **Results** means all results, subject matter, inventions, innovations and concepts arising out of the Placement and created by any one or more of the parties;
- 1.1.13. **Thesis** means any work, or subject matter other than a work, prepared by the Student enrolled by the University and submitted as part of the requirements for the award of a higher research degree at the University;

- 1.2. Other capitalised terms have the meaning given to them in the Details.
- 1.3. Any Special Conditions set out in the Details take precedence over the provisions of the body of this Agreement in the event of inconsistency.

2. THE PLACEMENT

- 2.1. The Parties acknowledge that they are entering into the Agreement to provide the Student with the opportunity to undertake a placement for an industry-relevant project distinct from a Student's PhD research topic, with the Industry Partner.
- 2.2. The Placement will commence on the Start Date and end on the End Date, unless the Parties agree different dates in writing (in which event the Start Date and the End Date will be automatically amended accordingly).
- 2.3. The Placement will be undertaken on a full-time basis, unless otherwise agreed. Eligibility for a Scholarship is dependent of the Student maintaining a full-time enrolment status.
- 2.4. Each Party will carry out any specific tasks allocated to it in the Placement Plan and perform its responsibilities under this Agreement in a manner that facilitates the Student applying theoretical and other knowledge gained from their study in a practical setting.
- 2.5. The Parties each acknowledge and agree that:
- 2.5.1. if the Student is an international Student, an individual agreement is required between the Industry Partner, the University and the Student for the Student to continue to be eligible for a student visa (if required);
- 2.5.2. the Placement fulfils a mandatory requirement of the Student's Degree and constitutes a "vocational placement" as defined in the *Fair Work Act 2009* (Cth); and
- 2.5.3. The Student will not be entitled to remuneration or payment or similar benefit (of any form) from the Industry Partner for the Placement, but may be eligible to receive a UA Scholarship.
- 2.6. The Parties agree that there is no intention to create an employer/employee relationship between the Student and the Industry Partner, between the Student and the University during the course of the Student undertaking the Placement and that the primary purpose of the Placement is for the Student's education.

3. THE INDUSTRY PARTNER'S OBLIGATIONS

- 3.1. For the purposes of the Placement, the Industry Partner will provide, at its cost, the necessary oversight, office space and equipment at the Location as necessary for the Student to undertake the Placement.
- 3.2. Upon presentation of a valid tax invoice, the Industry Partner will pay the Industry Partner's Placement Contribution set out in the Details (if any) to the University, on the terms set out in the Details, as a contribution towards costs of the Student's Scholarship.
- 3.3. The Industry Partner is responsible for the supervision of the Student while they are undertaking the Placement

and will appoint appropriately qualified and experienced personnel to supervise the Student.

- 3.4. The Industry Partner will ensure the work undertaken by the Student on the Placement and the level of supervision of the Student is appropriate to their skills and level of experience, and consistent with the Placement Plan.
- 3.5. The Industry Partner has day-to-day duty of care of the Student when the Student is present at the Location. The University will not have any day-to-day duty of care for the Student while he or she is on the Location or otherwise carrying out the Placement.
- 3.6. The Industry Partner will provide the Student with a healthy and safe working environment at the Location and ensure the Student is properly supervised and informed of relevant health, safety and security policies and procedures.
- 3.7. The Industry Partner will promptly notify the University of any occupational health and safety, equal opportunity or discrimination issues or incidents that arise in respect of the Student during the Placement.
- 3.8. The Industry Partner acknowledges that the University does not guarantee the Student's attendance or the quality of the Student's work or any deliverables arising from the undertaking of the Placement.

4. THE UNIVERSITY'S OBLIGATIONS

The University will:

- 4.1. oversee the Student in accordance with the usual administrative procedures of the University and will take all reasonable steps to ensure the Student complies with all requirements of the University related to the carrying out of the Placement which are necessary to complete the Degree;
- 4.2. remain responsible for the overall control and discipline of the Student, apart from reasonable direction provided on a day-to-day basis by the Industry Partner during the Placement;
- 4.3. provide any Scholarship to the Student for the Term of the Placement, as described in the Details; and
- 4.4. if the requirements of the Placement as set out in this Agreement are met, include the Placement on the academic transcript of the Student under "Candidature Achievements".

5. THE STUDENT'S OBLIGATIONS

- 5.1. The Student will work on the Placement under the direction of the supervisors appointed by the University and the Industry Partner.
- 5.2. The Student must:
 - 5.2.1. ensure that the Student is not subject to an obligation to provide any third party with rights to the Placement IP;
 - 5.2.2. remain enrolled in the Degree at the University and maintain satisfactory progress including timely completion of any required candidature milestones;
 - 5.2.3. if applicable, comply with any terms governing the Scholarship; and
 - 5.2.4. work on the Placement as otherwise set out in this Agreement.

- 5.3. The Student must comply with any reasonable directions given by the Industry Partner or the University as to:
 - 5.3.1. the care and storage of any data, specimens or samples collected during the Placement;
 - 5.3.2. the Student's work on the Placement including keeping laboratory notebooks or other written records of the Student's work; and
 - 5.3.3. reporting on the progress of the Student's work;
 - 5.3.4. security and access to premises;
 - 5.3.5. the health and safety of any person;
 - 5.3.6. use of any equipment, materials or facilities (such as laboratories); and
 - 5.3.7. use of any computer, electronic or telecommunications device, software, databases or on-line services.
- 5.4. The Student must maintain the highest standards of professional ethics and must ensure that any contributions he/she makes are original or the source is acknowledged.
- 5.5. The Student must undertake such professional development activities during the Placement as directed by the University's Career and Research Skills Training (CaRST) Director and/or the Industry Partner.
- 5.6. The Student must keep a record of all Results and any other work the Student does in relation to the Placement.
- 5.7. The Student must report all potential inventions or innovations that the Student conceives in relation to the Placement to the Student's University and Industry Placement supervisors as soon as reasonably practicable.

6. THE REPORTS

- 6.1. Within thirty days from the end of the Placement the Student must provide to the University and the Industry Partner:
 - 6.1.1. a confidential written report setting out the work undertaken through the Placement and the outcomes of the Placement (**Final Report**); and
 - 6.1.2. a short written summary of the Placement and its outcomes in a form that is suitable for use and publication by the University to demonstrate the outcomes of the Placement (**Student Impact Statement**).
- 6.2. The Student must provide the Industry Partner with a draft of the Final Report and the Student Impact Statement by the date specified in the Placement Plan. The Industry Partner shall have the right to remove any of its Confidential Information or any other information which it considers commercially sensitive from the Student Impact Statement and Final Report and must provide the Student with feedback on the draft Final Report and Student Impact Statement within the applicable timeframe set out in the Placement Plan.
- 6.3. Within 30 days from the end of the Placement, the Industry Partner will provide the University with a short written summary of the Placement and its outcomes in a form that is suitable for use and publication by the University (**Industry Partner Statement**).

7. LIABILITY AND INSURANCE

- 7.1. The University will maintain insurance which covers personal injury of the Student. The University must produce evidence to the reasonable satisfaction of the Industry Partner that this insurance has been effected and maintained.
- 7.2. The Industry Partner will maintain insurance for public liability of the Student during the period of the Placement. On request, the Industry Partner must produce evidence to the reasonable satisfaction of the University that this insurance has been effected and maintained.
- 7.3. The Industry Partner indemnifies the University from and against any and all actions, claims, demands, costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by the University in any way relating to any negligence, wrongful act or omission or breach of duty by the Industry Partner, any breach of a warranty or term of this Agreement by the Industry Partner, or any injury to or death of any person or loss of or damage to the University or third party property, caused or contributed to by the Industry Partner or any of its personnel. The Industry Partner's liability to indemnify the University under this clause will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by the negligence or default of the University.
- 7.4. The University indemnifies the Industry Partner from and against any and all actions, claims, demands, costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by the Industry Partner in any way relating to any negligence, wrongful act or omission or breach of duty by the University, any breach of a warranty or term of this Agreement by the University, or any injury to or death of any person or loss of or damage to the University or third party property, caused or contributed to by the University or any of its personnel. The University liability to indemnify the Host Industry Partner under this clause will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by the negligence or default of the Industry Partner.

8. CONFIDENTIAL INFORMATION

- 8.1. Notwithstanding the expiry or earlier termination of this Agreement, a Party shall not disclose to any third party any Confidential Information without the prior written consent of the discloser of that Confidential Information (**Discloser**).
- 8.2. For the purpose of this clause **Confidential Information** means all information that is by its nature confidential, information that is designated by a Party as confidential, and information that the Parties know or ought to know is confidential. It does not include information that is or becomes public knowledge or that is required by law to be disclosed.
- 8.3. A party must not incorporate any Confidential Information in a publication (excluding the Student's Thesis) without prior written consent of the Discloser.

- 8.4. Each party must promptly notify the Discloser if they become aware of any unauthorised disclosure of Confidential Information.

9. INTELLECTUAL PROPERTY

- 9.1. Nothing in this Agreement affects the ownership of Background IP contributed by a party to the Placement or, except as required by clause 9.2, requires a Party to grant a licence to any Background IP.
- 9.2. Each Party grants to the other Parties a non-transferable, non-exclusive, royalty-free right to use their Background IP to the extent necessary to undertake the Placement.
- 9.3. Placement IP will be owned and licensed by the Industry Partner and/or the University as the case may be (**Owner**) as set out in the Details.
- 9.4. The Owner(s) grant to the other Parties a non-transferable, non-exclusive, royalty-free licence to use the Placement IP solely to undertake the Placement. In addition, the Owner(s) grants to the University a non-transferable, non-exclusive, royalty-free licence (including the right to sublicense) to use the Placement IP for research and teaching purposes. Any further IP developed by the Industry Partner or the University based on the Placement IP will be owned by the party that creates it.
- 9.5. The Student will own all copyright in the Student's Thesis.

10. MORAL RIGHTS

- 10.1. The Industry Partner and the University will comply with the *Copyright Act 1968*, as amended from time to time, in relation to the Student's Moral Rights in subject matter authored by the Student and comprised in the Project IP. The Student consents to the following acts or omissions in relation to such subject matter:
 - 10.1.1. adapting, amending, revising, adding to or making deletions from that subject matter, provided that such use is not a derogatory treatment of the work which is unreasonable in all the circumstances;
 - 10.1.2. combining that subject matter with other works, provided that such use is not a derogatory treatment of the work which is unreasonable in all the circumstances; and
 - 10.1.3. publishing that subject matter or other works with or without the name of the Student identified as an author, provided that authorship will not be falsely attributed subject to the normal protocols for attribution of authorship of academic and scientific documents and materials and otherwise as reasonable in all the circumstances.
- 10.2. The Student's consent extends to any such acts or omissions made by any assignee, licensee or other third party to whom the Industry Partner or the University grants rights to the Project IP.

11. PUBLICATION

- 11.1. For the avoidance of doubt, this clause does not apply to the presentation of the Student's Thesis for examination.
- 11.2. A Party will notify the others if it intends to publish any research related to the Placement.
- 11.3. A Party may restrict publication of such research to protect the IP or Confidential Information belonging to or in the possession of that Party, but must endeavour to limit any restrictions it imposes on publication. Such Party may:
 - 11.3.1..require modification of the proposed publication to remove any material which discloses IP or Confidential Information belonging to it, its clients or collaborators;
 - 11.3.2.require the proposed publication to be delayed to enable it to secure patent or other protection for IP which belongs to it, its clients or collaborators; or
 - 11.3.3.require the publication to be delayed or restricted where its, its client's or its collaborator's commercial activities would be jeopardised or hindered if the research was prematurely published.
- 11.4. A party will not unreasonably impose restrictions on publications under clause 11.3 and any restriction will be for a maximum period of 3 months from the date it receives notice of the intention to publish under clause 11.2.
- 11.5. If a party proposes to exercise its rights under clause 11.3, it will notify the other parties within 30 days of receiving notice of the intention to publish, failing which it will be deemed to have given approval to the request to publish.

12. EXTENSION AND TERMINATION

- 12.1. On completion or termination of the Placement the Student:
 - 12.1.1. shall promptly return all the Industry Partner's documents and materials and other information provided to the Student by the Industry Partner, and any keys and access cards; and
 - 12.1.2.The Student retains the right to use the Results and Confidential Information solely to complete the Student's Placement requirements.
- 12.2. The Industry Partner and the University shall be entitled to terminate this Agreement with immediate effect, by

notice in writing to the Student and the other parties, in the event that the Student breaches clause 5.2.

- 12.3. This Agreement or a Party's involvement in the Project may otherwise be terminated at any time by any Party by written notice to the others if:
 - 12.3.1.any other Party breaches a term of this Agreement and fails to remedy the breach within 30 days after receiving written notice requiring it to do so; or
 - 12.3.2.the Student is no longer enrolled in the Degree at the University.

13. GENERAL

- 13.1. Without prejudice to any right of a Party to institute proceedings in a court of competent jurisdiction, any dispute between the Parties shall, in good faith, first be sought to be resolved by negotiation. If the dispute is not resolved within 20 days, the Parties will explore alternative dispute resolution methods.
- 13.2. Neither party can transfer, assign, mortgage, charge or encumber this Agreement without the prior written approval of the other party such approval not to be unreasonably withheld.
- 13.3. In addition to any other method of service permitted by law notices shall be deemed to be properly served if sent to the recipient by prepaid mail, personal delivery or facsimile.
- 13.4. This Agreement and any of its obligations may be varied only in writing and signed by each Party.
- 13.5. The rights and obligations under this Agreement cannot be waived except by express notice specifying the waiver.
- 13.6. The failure, delay, relaxation, or indulgence on the part of either party in exercising any power or right conferred upon that party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement.
- 13.7. If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
- 13.8. This Agreement is governed by the laws of the State of South Australia. The parties submit to the jurisdiction of the Courts of South Australia.