



University of Canberra

Student Project Agreement

University of Canberra (University)

~ W Œ š v Œ •

Details

Date

Parties

Name	University of Carberra
ABN	81 633 873 422
Short form name	University
Address details	11 Kirinari Street Bruce ACT 2617

Name	
ABN	
Short form name	Partner
Address details	

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- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, ~~re~~ enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, ~~for~~ ~~example~~ similar expressions;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (i) headings are for ease of reference only and do not affect ~~interpre~~ ~~tation~~.

2 TERM

2.1 This Agreement commences on the date of this Agreement and, unless terminated earlier pursuant to its terms or at law, expires on the Expiry Date or any later date agreed to in writing by the parties ~~(then)~~.

3 PROJECT FUNDS

3.1 Subject to the ~~pro~~visions of this Agreement, the Partner will pay the Project Funds to the University upon receipt of an invoice and otherwise in accordance with ~~item~~ 3 of Schedule 1.

3.2 The University must use the Project Funds only for the Project.

3.3 Unless otherwise stat

5.2 Subject to clause 6, the Partner grants to the University a royalty free, ~~non~~ exclusive licence (including a right to sublicense to the Students) to use its Background IP to the extent that it is necessary for the performance of the ~~and~~ subject assessment

Schedule 2t Project Brief

Schedule 3t Deed Poll

STUDENT ASSIGNMENT OF INTELLECTUAL PROPERTY DEED POLL

This Deed Polls made on _____ day of _____ 202 i.

by:

_____ } (_____) (Student)

in favour of:

_____ ~ E _____ of _____ (Partner)

Background

- X The University of Canberra (University) and the Partner have agreed to collaborate under the Student Project Agreement (Agreement) dated _____ to provide UC students with an opportunity to conduct a project entitled (Project) as part of the unit number _____ ~Un)t
- X This deed poll sets out the terms and conditions on which the Student:
 - ~ assigns š Z š μ Intellectual Property Rights in the Project P to the Partner and
 - ~ provide Moral Rights consent to the Partner in respect of its use of the Project P.

The Student acknowledges and agrees that:

1. Definitions

1.1 For the purposes of this Deed Poll:

(q) Confidential Information means information that:

(v) is by its nature confidential

(vi) the party receiving the information knows, or ought to know, is confidential,

but does not include information that:

(vii) is or becomes public knowledge otherwise than by a breach of this Agreement or any other confidentiality obligation between the parties; or

(viii) was in the possession of the receiving party when it was given to it by the disclosing party, and the receiving party had acquired the information other than from the disclosing party

(r) CourseWork means the weekly log and reflection assessment, completed by the Student as part of the Unit, and any other relevant individual assessable tasks as incorporated into the Unit from time to time;

(s) Intellectual Property Rights means:

(i) all copyright and analogous rights;

(ii) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including services marks), designs (whether or not registrable), confidential information (including trade secrets and knowhow), circuit layouts, rights in software or code and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and

(iii) all rights to register, rights in applications for the registration of, and rights to extend or renew the registration of any of the foregoing,

whether created or in existence before, on or after the date of this Deed Poll and whether existing in Australia or otherwise;

(t) Moral Rights has the meaning given in the Copyright Act 1968 (Cth);

- ~ μ • Project means the project entitled _____ ; and
- ~ Å • Project IP means Intellectual Property Rights which are created, developed, or discovered as a result of conduct the Project, including any data and information created by or resulting from the Student participating in the Project, but _____

