



**CRC for Advanced Automotive Technology
– Postgraduate Student Agreement**

THIS AGREEMENT is made on the _____ day of _____ 2007

BETWEEN

THE UNIVERSITY specified in Schedule A (“University”)

and

COOPERATIVE RESEARCH CENTRE FOR ADVANCED AUTOMOTIVE TECHNOLOGY LTD
(ABN 88117035408) of 4 Central Boulevard, Port Melbourne, Victoria 3207
 (“AutoCRC”).

IT IS AGREED AS FOLLOWS:

1. Interpretation

The following definitions shall apply:

“Commencement Date” means the date specified in Schedule A.

“Confidential Information” means:

- (a) in respect of AutoCRC, all information of a confidential or secret nature created or generated by (or on behalf of) AutoCRC during the course of its activities, including information treated or designated by any AutoCRC participant as being confidential

except information

- (b) the Recipient creates independently of the disclosure made under this Agreement; and

- (c) that is public knowledge (otherwise than as a result of breach of confidentiality by the Recipient or the Student); or

- (d) that is required by law to be disclosed by the Recipient

“Duration of this Agreement” means the period between the Commencement Date and the End Date.

“End Date” means the date specified in Schedule A.

"Project Intellectual Property" means any copyright, circuit layout, eligible layout, drawings, design, patent, invention, confidential information, trade secret, knowhow, plant variety, trade mark, trade name or other insignia or origin arising from the Research Project but excluding any copyright in respect of the Thesis and copyright in Publications approved under subclause 6.3 of this agreement.

"Participants Agreement" means the legal document "Participants Agreement; CRC for Advanced Automotive Technology" dated 22nd August 2005.

"Project Leader" means that person within AutoCRC who is appointed by AutoCRC pursuant to clause 3.3 to ensure that the Student receives adequate assistance and guidance from AutoCRC to carry out the Research Project.

"Publication" means any conference paper, article for a journal, advertisement, portion of book, broadcast, or other means of public disclosure which may emerge from the Research Project.

"Research Project" means the program of research undertaken by the Student in order to satisfy the requirements of the University PhD as identified in Schedule A.

"Scholarship Amount" means the amount identified in Schedule A.

"Student" means the PhD student identified in Schedule A.

"Supervisor" means that person within the University who is appointed by the University pursuant to clause 3.2 to supervise the Student's carrying out of the Research Project as identified in Schedule A.

"Thesis" means the Student's thesis in relation to the Research Project.

2. The Scholarship

- 2.1 AutoCRC shall grant to the University the Scholarship Amount for the Duration of this Agreement for the purpose of funding a PhD scholarship.
- 2.2 The Scholarship Amount shall be awarded to the Student to carry out the Research Project.
- 2.3 The University will use its best endeavours to ensure that the Student signs an agreement substantially in the form set out in Schedule B (**Student Agreement**) and will provide AutoCRC with a copy of such signed agreement, and may not pay or remit any part of the Scholarship Amount to the Student unless and until the Student signs the Student Agreement.
- 2.4 The University must use its best endeavours to ensure that the Student complies with the terms of the Student Agreement, and will, either of its own motion, or at the reasonable direction of AutoCRC, use its best endeavours to enforce the terms of the Student Agreement as against the Student.

3. **Supervision of the Student**

- 3.1 The parties acknowledge that the University is responsible for supervising the Student's research and work to ensure it conforms to the University's own academic requirements.
- 3.2 The University shall appoint a supervisor who shall supervise the Student's carrying out of the Research Program in accordance with the provisions of the University's regulations, rules and policies.
- 3.3 AutoCRC shall nominate a Project Leader who shall guide the Student and assist his or her carrying out of the Research Project, but it is agreed that the Project Leader will not exercise the functions referred to in clause 3.1.
- 3.4 The University shall notify AutoCRC in writing if the Student ceases his or her studies, takes significant leave of absence, changes his or her research topic, or the University replaces the Supervisor.
- 3.5 AutoCRC shall notify the University in writing if there is a change in the Project Leader.

4. **Payments**

- 4.1 AutoCRC shall pay the Scholarship Amount into a nominated University account by the due dates specified in Schedule A subject to receipt of a correctly rendered invoice.
- 4.2 AutoCRC shall gross up payments to cover any levy or tax imposed through Goods and Services Tax (GST) legislation.
- 4.3 The University agrees to do all things, including but not limited to the provision of invoices and other documentation, that may be necessary or desirable to enable or assist AutoCRC to claim any credit, set-off, rebate or refund in relation to any levy or tax paid or payable pursuant to GST.
- 4.4 Scholarship payments shall be made by the University to the Student fortnightly in arrears.

5. **Intellectual Property**

- 5.1 The parties agree that the Project Intellectual Property shall be owned by AutoCRC in accordance with the Participants Agreement, 22nd August 2005. The University agrees that it will use its best endeavours to ensure that all Project Intellectual Property, generated from time to time, is assigned to it by the Student, and that it will, in turn, assign all such Project Intellectual Property to AutoCRC.
- 5.2 The University acknowledges that the Research Project may form part of a wider project being conducted by AutoCRC in conjunction with the University and/or third parties (**AutoCRC Project**), and that:
 - (a) new intellectual property may be developed or created in the course of the AutoCRC Project (including Project Intellectual Property); and

- (b) as part of his or her participation in the AutoCRC Project, the Student may have access to certain background intellectual property belonging to other participants in that AutoCRC Project.
- 5.3 The University agrees that it will use its best endeavours to ensure that the Student complies with the procedures and processes governing the conduct of the AutoCRC Project in relation to the identification and communication of such new intellectual property, and that the Student complies with the terms of any restrictions or conditions attaching to the use of such new intellectual property and such background intellectual property.
- 5.4 Copyright in the student's Thesis and publications approved under subclause 6.3 shall be owned by the Student.
- 6. Confidentiality and Publication**
- 6.1 Each party shall, for the Duration of this Agreement and thereafter, keep Confidential Information of the other party confidential, and shall not disclose such Confidential Information to any person unless the party obtains the prior written consent of the other party to its disclosure and to the form in which it may be disclosed; provided however that if a party is required by law to disclose Confidential Information and it is not practicable to obtain the prior written consent of the other party as contemplated by this clause, the party required to make disclosure will only disclose such Confidential Information to the extent reasonably necessary to comply with the law and will make reasonable efforts to require that the recipient of such Confidential Information will keep it confidential.
- 6.2 The parties agree that the University will ensure that, prior to submitting the Thesis to examiners, the Student forwards a copy of the proposed Thesis to AutoCRC seeking a determination as to whether it contains Confidential Information of AutoCRC. It is further agreed that:
- 6.2.1 AutoCRC must within thirty (30) days of receipt of any such request, notify the University whether the Thesis contains Confidential Information of AutoCRC;
- 6.2.2 if AutoCRC determines that the Thesis contains Confidential Information of AutoCRC, the University will ensure that the Student submits the Thesis to examiners in confidence and, if the Thesis is required to be placed in a library of the University, it will be placed in confidence with appropriate access limitations for a maximum period of two years; and
- 6.2.3 if AutoCRC fails to notify the University under this clause within thirty (30) days of receipt of the Student's request, then the University may permit the Student to proceed to publication.
- 6.3 The parties agree that, prior to any Publication, the University will ensure that the Student forwards to AutoCRC full details of the proposed Publication in writing together with a request in writing seeking permission to publish the information. The parties agree that:

- 6.3.1. AutoCRC must within thirty (30) days of receipt of any such request, notify the University whether permission has been granted or delayed;
- 6.3.2 if AutoCRC reasonably determines that the benefits of publication outweigh the potential loss of commercially valuable intellectual property rights, then AutoCRC shall inform the University and the Student that permission to publish has been granted; and
- 6.3.3 if AutoCRC reasonably determines that the benefits of publication do not outweigh the potential loss of commercially valuable intellectual property rights then AutoCRC may either:
 - (a) suggest alterations to the Publication so that it does not disclose information affecting the commercially valuable intellectual property rights: or
 - (b) if altering the Publication is impractical, require the delay publication for a stipulated period not exceeding twelve (12) months from the date of the request.
- 6.3.4 If AutoCRC fails to notify the University of any decision within thirty (30) days of receipt of a request under this Clause 6,, then the Student will be entitled to proceed to publication.

7. Amendment

Any amendment or alterations to this Agreement shall have effect only upon being made in writing and executed by all parties.

8. Governing Law and Jurisdiction

The Agreement shall in all respects be construed as an agreement made in the State of Victoria and subject to the laws of that State.

9. Severability

The invalidity or unenforceability of any one or more of the provisions hereof shall not invalidate or render unenforceable the remaining provisions of this Agreement. Any illegal or invalid provision of this Agreement shall be severable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by each party on the day and year here before written.

SIGNED for and on behalf of)
AutoCRC (**ABN 88117035408**))
by its Chief Executive Officer, Dr Matthew Cuthbertson)

SIGNED for and on behalf of)
THE UNIVERSITY)
by a duly authorised officer)

.....
(Signature)

.....

.....
(Name & Title)

SCHEDULE A

THE UNIVERSITY: UNIVERSITY NAME
SCHOOL: FACULTY OR DEPARTMENT
CAMPUS: IF APPLICABLE
COMMENCEMENT DATE: DD/MM/YYYY
END DATE: DD/MM/YYYY (unless completed earlier)

RESEARCH PROJECT: PROJECT TITLE

SCHOLARSHIP AMOUNT: \$28,000 PER ANNUM (PAID ANNUALLY IN ADVANCE BY AUTOCRC TO UNIVERSITY). THIS AMOUNT FROM 1ST JANUARY, 2007 ONLY.

DUE DATES FOR SCHOLARSHIP +AMOUNTS:

DATE	SCHOLARSHIP	GST	TOTAL
TOTAL			

STUDENT: STUDENT NAME
SUPERVISOR AND PROJECT LEADER: NAME
INDUSTRY SUPERVISOR/MENTOR: [to be advised]

SCHEDULE B

THIS AGREEMENT is made on the _____ day of _____ 2007

BETWEEN

THE UNIVERSITY specified in Schedule A ("University")

AND

STUDENT NAME of **STUDENT'S ADDRESS** ("the Student").

WHEREAS

- A. The Student has enrolled at the University to undertake a Research Project for the degree of PhD.
- B. **NAME** has been appointed as the Student's principal supervisor.
- C. The Student must assign ownership of Intellectual Property to the University.
- D. The Student will undertake the Research Project with the involvement of AutoCRC.
- E. The University has entered into the Agreement dated the _____ day of _____ 2007 with AutoCRC.

It is agreed as follows:

1. Interpretation

"the Agreement" means:

The contract dated the _____ day of _____ 2007 between the University and AutoCRC.

"AutoCRC" means:

Cooperative Research Centre for Advanced Automotive Technology Ltd

"AutoCRC Project" means a research and/or development project conducted by AutoCRC in conjunction with other parties, which may include the University.

"Confidential Information" means all information, data and materials treated by AutoCRC, the University or any third party as confidential, which is disclosed to the Student or of which the Student becomes aware during the course of an AutoCRC Project, but excludes information, data and materials:

- (a) the Student creates independently of AutoCRC; or
- (b) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Student or his or her permitted discloses); or
- (c) that a party is required by law to release

"Project Intellectual Property" means:

any copyright, other than copyright in the student's thesis/approved publications, circuit layout, eligible layout, drawings, design, patent, invention, confidential information, trade secret, knowhow, plant variety, trade mark, trade name or other

insignia or origin arising from the Research Project but excluding any copyright in respect of the Thesis or Publications approved by AutoCRC under the agreement.

“Project Leader” means:

that person within AutoCRC who is appointed by AutoCRC pursuant to clause 3.3 to ensure that the Student receives adequate assistance and guidance from AutoCRC to carry out the Research Project.

“Publication” means:

any conference paper, article for a journal, advertisement, portion of book, broadcast, or other means of public disclosure which may emerge from the Research Project.

“Research Project” means:

the research project entitled [project title] being undertaken by the Student for the degree of Doctor of Philosophy at the University.

“Thesis” means:

the Student’s thesis in relation to the Research Project.

2. The Student:

- (a) Agrees to follow and comply with the University's process and procedures for identifying, and notifying the University about, Project Intellectual Property, and any other intellectual property developed or discovered by the Student in the course of undertaking the Research Project, and will comply with the University's directions in relation to the use and disclosure of such Project Intellectual Property or other intellectual property.
- (b) Agrees to provide such information in relation to the Research Project as the University reasonably requires to report to AutoCRC in relation to the progress of the Research Project and, if applicable, to comply with its reporting obligations in respect of the AutoCRC Project in which the Student is participating.
- (c) Will meet with the Project Leader on a regular basis.
- (d) Assigns to the University all rights, title and interest in the Project Intellectual Property.
- (e) Agrees to make, execute and do all such acts, assignments, applications, documents and things as may be necessary or incidental to vest in the University or for the University to register such Intellectual Property.
- (f) Agrees to keep secure and confidential and not to disclose without the written consent of the University any Confidential Information provided to him or her as a consequence of participation in the Research Project or AutoCRC project.
- (g) Agrees that, prior to submitting the Thesis to examiners, the Student will forward a copy of the proposed Thesis to AutoCRC, through his or her Supervisor, seeking a determination as to whether it contains Confidential Information of AutoCRC, and that:
 - (i) AutoCRC will within thirty (30) days of receipt of any such request, notify the Student, through his or her Supervisor, whether the Thesis contains Confidential Information of AutoCRC;
 - (ii) if AutoCRC determines that the Thesis contains Confidential Information of AutoCRC, the Student must submit the Thesis to examiners in confidence and, if the Thesis is required to be placed in a library of the University, it will be placed in confidence with appropriate access limitations, for a maximum of two years; and

- (iii) if AutoCRC fails to notify the Student, through his or her Supervisor, under this clause within thirty (30) days of receipt of the Student's request, then the Student will be entitled to proceed to publication.
- (h) Agrees that prior to issuing for publication any Publication, the Student must forward full details of the proposed Publication in writing together with a request in writing to AutoCRC, through his or her Supervisor, seeking permission to publish the information, and that:
- (i) AutoCRC will within thirty (30) days of receipt of any such request, notify the Student, through his or her Supervisor, whether permission has been granted or delayed;
 - (ii) if AutoCRC reasonably determines that the benefits of publication outweigh the potential loss of commercially valuable intellectual property rights, then AutoCRC shall inform the Student, through his or her Supervisor, that permission to publish has been granted, in which case, the Student may publish the Publication; and
 - (iii) if AutoCRC reasonably determines that the benefits of publication do not outweigh the potential loss of commercially valuable intellectual property rights then AutoCRC shall either:
 - (A) suggest alterations to the Publication so that it does not disclose information affecting the commercially valuable intellectual property rights, in which case the Student must not publish the proposed Publication, unless and until such alterations are made, and AutoCRC approves the revised proposed Publication; or
 - (B) if altering the Publication is impractical, delay publication for a stipulated period not exceeding twelve (12) months from the date of the request, in which case the Student agrees that it may not publish that proposed Publication until that stipulated period expires.
- (i) Agrees that if AutoCRC fails to notify the Student, through his or her Supervisor, of any decision within thirty (30) days of receipt of the Student's request, then the Student will be entitled to proceed to publication.
3. The student declares that he/she has read and understood this agreement and the importance of obtaining independent legal advice as to the operation of this agreement. The student acknowledges having had an opportunity to obtain advice prior to signing this agreement.

IN WITNESS HEREOF this Agreement has been executed by each party on the day and year hereinbefore written.

SIGNED for and on behalf of)
THE UNIVERSITY)
)
by a duly authorised officer)

.....
(Signature)

.....
.....
(Name & Title)

Signed by **STUDENT NAME**)
)
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