

INDUSTRY-BASED PROJECT AGREEMENT



CPIKOS Provider Code 003011

This Agreement is made on the Commencement Date.

PARTIES

CURTIN UNIVERSITY (ABN 99 143 842 569) of Kent Street, BENTLEY WA 6102 (Curtin)

AND

PG and RESEARCH DEPARTMENT OF REHABILITATION SCIENCE
[NAME] (ABN [•]) a body corporate established pursuant to the Corporations Act 2001 (Cth) and having its principal office at
[address] (Company) HOLY CROSS COLLEGE (Autonomous) TIRUCHIRAPPALLI -
620002
(each a Party and together the Parties) TAMIL NADU, SOUTH INDIA.

BACKGROUND

- A. The Student is enrolled in an undergraduate course work degree at Curtin.
- B. The Company wishes to provide support to assist the Student in undertaking an industry-based course work project for the Degree on the terms and conditions set out below.

SCHEDULE

ITEM 1	TERM	From the Commencement Date until [•] [insert end date]. 27 Feb 2023 - 29 Nov 2023
ITEM 2	PROJECT	Research activities including data analyses/interpretations and co-writing/drafting of research manuscript(s) using the data collected by the Company.
ITEM 3	NOTICES	CURTIN UNIVERSITY Attention: [•] James Choo, G06 Global Address: Kent Street, Bentley, WA 6102 Australia Email: [•] j-choo@curtin.edu.au [COMPANY NAME] Attention: [•] Address: [•] TEPPAKULAM (POST), TIRUCHIRAPPALLI - 620002 TAMILNADU, SOUTH INDIA Email: [•] rehabscience@hcctrichy.ac.in

This Agreement incorporates the terms and conditions below.

EXECUTED as an Agreement

Executed for and on behalf of CURTIN UNIVERSITY by its duly authorised signatory

Signature 	Name Professor Natalie Gasson
	Title Deputy Head of School (Population Health)
	Date 18.07.2023

Executed for and on behalf of [COMPANY] by its duly authorised signatory

Signature 	Name DR. A. TURIN MARTINA
	Title HEAD OF THE DEPARTMENT
	Date 9/2/2023

TERMS AND CONDITIONS

The Parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following definitions apply:
- Agreement** means this Agreement, including the Schedule and any amendment to it agreed to in writing by the Parties.
- Commencement Date** means the date that that this Agreement is executed by the last Party to execute it.
- Confidential Information** means all information in material form (including but not limited to scientific know how) and raw data disclosed by the Company to the Student after the date of this Agreement, in connection with the Purpose which is marked as "Confidential".
- Course Work** means work submitted by the Student to Curtin to comply with the requirements for the award of the Degree.
- Degree** means an undergraduate degree at Curtin.
- Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and all other rights with respect to Intellectual Property as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation.
- Pre-existing Intellectual Property** means Intellectual Property that exists before the Commencement Date and which a Party makes available to the Student for the Purpose.
- Premises** means the Company's premises where the Student is undertaking the Project.
- Project** means a project conducted by the Student as part of the conditions of enrolment relating to their Degree as specified in Item 2 of the Schedule.
- Purpose** is the Student conducting Course Work on the Project as part of the requirements for the Degree.
- Supervisor** means a Company employee and/or an industry-based mentor who is eligible to supervise and support the Student undertaking the Project.
- Student** is a Curtin student enrolled in a Unit or Degree for the Term of this Agreement who participates in the Project.
- Term** means the term of this Agreement as set out in Item 1 of the Schedule, any extended term or such further period of time as is agreed in writing between the Parties.
- Unit** means a discrete entity of study within a subject area that is a component of a Curtin course or Degree.

1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- 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 occurring at any time before or after the Commencement Date;
- words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders; and
- headings are for convenience only and will not affect the interpretation of the Agreement.

2. CONTENT | PROGRAMS | ASSESSMENT

- 2.1 The administration and development of unit content, the Degree, learning experiences and assessment design will be entirely the responsibility of Curtin.
- 2.2 The Supervisor will provide support and feedback to Students.

3. CONFIDENTIAL INFORMATION

- 3.1 Subject to clause 5, Curtin and the Student will treat all Confidential Information and Intellectual Property

confidential and will not without the prior written consent of the Company disclose, publish or permit the same to be disclosed to any third party.

- 3.2 The obligations of confidentiality under this Agreement will continue to apply after termination of this Agreement for a period of 3 years unless otherwise agreed by the Parties in writing.
- 3.3 Curtin staff and Students will maintain confidentiality of information belonging to the Company and will comply with the Company's requirements in relation to confidentiality including executing any relevant undertaking of confidentiality required by the Company.
- ## 4. INTELLECTUAL PROPERTY AND RIGHTS OF USE
- 4.1 Pre-existing Intellectual Property remains vested in the Party that provided it and nothing in this Agreement confers any right, title or interest in Pre-existing Intellectual Property on the Party which receives it other than for use for the Purpose.
- 4.2 Subject to this clause 4, Intellectual Property developed during the Project will be owned, from the date of its creation by the Company.
- 4.3 Subject to the limitations set out in clause 5, the copyright in any Course Work authored by the Student will vest in the Student.

5. STUDENT PUBLICATION

- 5.1 The Company acknowledges that the Student is required to produce the Course Work for the Degree.
- 5.2 The Company further acknowledges and agrees that nothing in this Agreement will prevent the Student from providing the Course Work to Curtin's examiners for assessment provided that the Company is given the opportunity to review the Course Work and may require deleting or otherwise modifying the Course Work to avoid the disclosure of Confidential Information or Company Intellectual Property.
- 5.3 If the Company does not elect to review the Course Work, Curtin will take all steps to ensure that the Course Work is examined in confidence.
- 5.4 The Company acknowledges that where the Course Work consists of any number of journal articles, the Student is authorised to publish any article in open access journals with the prior written consent of the Company, which consent will be provided promptly and will not be unreasonably withheld.

6. ACCESS TO PREMISES

- 6.1 The Company agrees to provide the Student with access to the Premises during the Term for the Purpose.
- 6.2 While at the Premises, the Student will comply with all relevant policies related to occupational health and safety and security and the reasonable directions of the Company. The Company will make available copies of the relevant policies, regulations, rules, procedure manuals and directions for the use of equipment to Curtin staff and Students. It is the responsibility of staff and Students to read and understand relevant documents.
- 6.3 If a notifiable incident (within the meaning of the relevant work health and safety legislation) occurs at the Premises that relates to a Student or Curtin staff during a Project, the Company must notify Curtin as soon as possible and within 2 hours at the latest.
- 6.4 Emergency care for Curtin staff and Students in case of accident or illness will be provided by the Company under the usual conditions relating to such visiting personnel.

7. RISK ASSESSMENT

7. Curtin, in collaboration with the Company, will identify risks and mitigation strategies associated with the Project. The Company will be required to identify and manage risks relevant to the Premises.

8. LEGAL RESPONSIBILITIES

- 8.1 The Company will not be liable to Curtin or the Student or staff in respect to any loss, damage or injury suffered by

- the Student or Curtin staff while on the Premises, except in the case of negligence by the Company or any of its officers, employees and agents.
- 8.2 Curtin will indemnify the Company against all legal liability, actions suits, proceeding, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Company or be incurred or become payable by the Company in respect of any negligent act or omission on the part the Student or Curtin staff while on the Premises for the purpose of official professional practice relating to this Agreement unless such liability, actions, suits, proceedings, claims, demands, costs and expenses arise or are contributed to from any negligent act or omission by the Company or any of its officers, employees and agents.
- 9. INSURANCE**
Curtin warrants and represents it has public liability insurance and personal accident insurance applicable to its Student undertaking the Project. The Company warrants that it has public liability insurance and personal accident insurance for its officers, employees, and agents. Each Party will at the request of the other provide relevant Certificates of Currency of Insurance or other evidence of insurance upon demand.
- 10. PROFESSIONAL SERVICE**
10.1 At all times it is intended the Students will provide professional services to the level of their learning. Curtin staff must acquaint the relevant Company personnel with the Students' levels of learning and those aspects of professional service for which the Students have not been prepared or are unable to perform.
10.2 The responsibility for duty of care to clients lies with the Company. Curtin Students and staff will abide by the Company's decisions regarding clients.
- 11. DISCIPLINE OF STUDENTS**
11.1 While on the Premises, the Student will be under the general direction of the Company and subject to the Company's policies and procedures.
11.2 Any matters of Student discipline will be referred to Curtin staff and will be dealt with by Curtin according to its disciplinary policy and procedures.
- 12. TERM AND TERMINATION**
12.1 This Agreement will be for the Term unless terminated earlier in accordance with this clause.
12.2 Either Party may terminate this Agreement:
a) by giving 3 month's written notice to the other Party; or
b) immediately by giving written notice to the other Party if the other Party is in breach of any provision of this Agreement provided that:
(i) where the breach is capable of remedy, the Party in breach has failed to remedy the breach within 90 days of written notice from the other Party describing the breach and calling for it to be remedied; and
(ii) where the breach is not capable of remedy and is not of an immaterial term resulting in no or minimal harm to the terminating Party.
12.3 Curtin may terminate this Agreement at any time with immediate effect if a Student withdraws from the Degree.
12.4 Termination of this Agreement will not affect any accrued rights or remedies of a Party.
- 13. PRIVACY**
13.1 The Parties agree with respect to all information made available or provided by the other Party at any time in connection with the performance of this Agreement which comprises personal information within the meaning of the *Privacy Act 1988* (Cth) or any similar legislation applicable from time to time in Western Australia:
a) to comply with and ensure compliance with those provisions of the *Privacy Act 1988* (Cth) as if it were an agency bound by that Act concerning the security, use and disclosure of information to which a Party is subject in respect of that information or any similar legislation applicable from time to time in Western Australia;
- b) to implement appropriate security measures to ensure that personal information of Students and Curtin staff held in connection with this Agreement is protected against loss and against unauthorised access, use, modification, disclosure or other misuse; and
c) to refrain from transmitting Student or Curtin staff personal information to a jurisdiction outside Australia without the prior express consent of Curtin (which consent to be granted or withheld at Curtin's sole discretion); and
d) indemnify Curtin for any breaches of personal information.
- 14. MISCELLANEOUS**
14.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and supersedes prior arrangements, agreements, representations or undertakings.
14.2 The rights and obligations of the Parties under this Agreement are not assignable without the prior written permission of the other Party.
14.3 Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.
14.4 If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
14.5 Any failure by a Party to compel performance by other Parties of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions, or any other terms and conditions.
14.6 Nothing in this Agreement will be construed so as to make any Party an employee, agent or partner of another Party, or create any relationship of partnership, agency, or trust whatsoever.
14.7 All liabilities under this Agreement will be several, and not joint or joint and several.
14.8 The Parties will comply with all relevant state and federal laws of Australia applicable to this Agreement, including but not limited to the *State Records Act 2000* (WA).
14.9 The Company must obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including but not limited to the *Criminal Code Act 1995* (Cth) and the *Modern Slavery Act 2018* (Cth).
14.10 The Company acknowledges that Curtin is committed to complying with the Australian Government Department of Foreign Affairs and Trade Preventing Sexual Exploitation, Abuse and Harassment Policy (*DFAT Policy*) and that if either Party identifies that Sexual Abuse, Exploitation or Harassment (each as defined in the *DFAT Policy*) occurs or is at risk of occurring in an activity associated with performing this Agreement, the Party will notify the other promptly and take reasonable steps to address the occurrence or risk.
14.11 Parties may give notices under this Agreement to the addresses specified in the Contract Details for each Party and will be deemed given:
a) for hand delivery, on written acknowledgement of receipt by an officer or other duly authorised employee of the receiving Party; or
b) for posting, 5 days (10 days, if outside Australia) after dispatch; or
c) for email, on the next day after notification of successful transmission.
14.12 This Agreement may be signed in any number of counterparts and may be signed electronically.
14.13 This Agreement will be construed and governed by the laws of Western Australia and subject to the non-exclusive jurisdiction of the courts of Western Australia.

14.14 This Agreement may not be varied except by written agreement of the Parties.

