STUDENT PARTICIPATION AGREEMENT

THIS AGREEMENT is made the day of 20    .

BETWEEN

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY ABN 49 781 030 034 of 124 La Trobe Street, Melbourne, Victoria (“RMIT”)

AND

*** of *** (“the Student”)

INTRODUCTION

A. The Student wishes to participate in the project outlined in Schedule 1 to this agreement (“the Project”).

B. In consideration of RMIT admitting the Student to conduct the Project and providing facilities, assistance and support for the Project, the Student agrees to be bound by the terms and conditions of this Agreement.

NOW IT IS AGREED

1. In this agreement:

   (a) “Intellectual Property” means all intellectual and industrial property rights including, but not limited to:

   (i) patents, inventions, trade secrets, copyright, rights in circuit layouts, designs, trade marks, and the right to have confidential information kept confidential; and

   (ii) any application or right to apply for registration of any of these rights.

   (b) “Background IP” means any Intellectual Property created by the Student prior to the Project and used by the Student in the Project and which is more particularly described in Schedule 2.

2. The Student’s participation in the Project is conditional on acceptance by RMIT of the outline of the proposed Project submitted by the Student to RMIT under RMIT’s regulations governing 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 supervisor nominated by RMIT to oversee the Student’s involvement in the Project.

4. The Student warrants to RMIT that the Student is not under any obligation to any other person, firm or company which in any way prevents or restricts the Student from giving the undertakings contained in this Agreement.

5. All Intellectual Property created by the Student in the course of carrying out the Project is owned by RMIT. The Student will sign any document and do all things reasonably required to vest any such property in RMIT. Background IP will remain the property of the Student, but RMIT will have an irrevocable, royalty-free, world-wide licence to use the Background IP for the purposes of the Project.

6. All plans, drawings, models, prototypes, structures, products, specimens, software and all data and documents of whatsoever nature created by the Student in relation to the Project will be the property of RMIT, and will be delivered on request to RMIT by the Student.

7. All communications, materials and other information produced, supplied to or received by the Student concerning the Project, which is either marked “Confidential” or by its nature is intended to be confidential, and any information concerning the business transactions or the commercial arrangements in relation to the Project shall be kept confidential by the Student unless and until RMIT and the Student agree in writing that it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. In any case of uncertainty, the Student shall treat information and material as confidential and publication of any such information and material is not permitted until clearance is obtained in writing from RMIT.

8. The Student will not act or omit to act in a way which might give rise to a conflict of interest with or be detrimental to the Project activities.

9. This Agreement is made in consideration of RMIT’s acknowledgement that if the Intellectual Property created by the Student during the course of the Project is successfully commercialised, RMIT will share the benefits derived from commercial application of the Intellectual Property with the Student, in the manner described in RMIT’s procedure entitled “Distribution of the Net Benefits from Commercialisation of R&I Intellectual Property Procedure”.

10. The obligations under this Agreement will survive the termination of the Project.
EXECUTED as an agreement.

SIGNED for and on behalf of ROYAL
MELBOURNE INSTITUTE OF TECHNOLOGY
by a duly authorised officer

....................................................
Signature

....................................................
Name & Title

in the presence of:

....................................................
Witness Signature

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....................................................
Name & Address of Witness

SIGNED by the STUDENT

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Signature

in the presence of:

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Witness Signature

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....................................................
Name & Address of Witness
SCHEDULE 2

Student’s Background Intellectual Property