

PRIVATE AND CONFIDENTIAL

# Student Project Agreement

Company Name

AND

Student Name

Student Name

Date

## 1. Parties

The parties to this agreement are:

COMPANY NAME (the Company)

AND

Supervisor name, of Auckland University of Technology (the Supervisor)

AND

Student name(s), of Auckland University of Technology (the Student)

## 2. Project Description (the Project)

A collaborative project with (the Company) to research, design, and develop the ...

For further information about the project refer to the Specification Document.

## 3. Background

This agreement relates to a student Project carried out by the Student with the Company towards a course of study at Auckland University of Technology (AUT), supervised by the Supervisor.

The Project is intended to provide the Student with an opportunity to gain practical experience in a field relevant to their course of study, while providing The Company with access to the skills of the Student and Supervisor.

This Agreement records the terms and conditions under which Company, the Student and Supervisor agree to participate in the Project.

## 4. Details

- 4.1. The Student is enrolled at Auckland University of Technology and has agreed to undertake the Project on the terms of this Agreement.
- 4.2. The Supervisor has agreed to supervise the Student and deems the Project to provide suitable experience towards the Student's course of study.
- 4.3. The Company has agreed to host the student and make available the Project to them on the terms of this Agreement.
- 4.4. The Company has agreed to mentor the student on the terms of this Agreement.

## 5. Term

- 5.1. This Agreement will commence in the beginning of Semester 1, 2016 until project completion.

## 6. Student Obligations

- 6.1. The Student will:
  - a. comply with all lawful directions given by AUT in relation to access to and use of AUT premises and facilities for the purposes of the Project;
  - b. comply with the policies and procedures of AUT;
  - c. comply with all of the applicable AUT course guidelines, including procedures relating to the completion of Project Reports; and

- d. comply with all lawful directions given by The Company in relation to access to and use of The Company's premises and facilities for the purposes of the Project; and
- e. comply with the terms of this Agreement.

## 7. Company Obligations

- 7.1. The Company will provide the facilities, mentoring, and resources that would normally be required by the Student to complete the Project.
- 7.2. The Company will have provided the Student and Supervisor with a copy of all policies and procedures that must be complied with during the course of the Project, before the execution of this Agreement.
- 7.3. The Company will cover reasonable prototyping expenses as agreed at various stages of the project.

## 8. Confidential Information

- 8.1. 'Confidential information' shall mean any information specifically marked as confidential which is owned by or pertains to one party ("Disclosing Party") and is disclosed to, or accessed by, the other party ("Receiving Party") as part of this Agreement but excludes information which is clearly and demonstrably:
  - a. publicly known, or which becomes publicly known after the date of this agreement, other than through a failure by the Receiving Party to comply with any obligation imposed under this agreement;
  - b. at the time of receipt already known by the Receiving Party;
  - c. independently developed by the Receiving Party;
  - d. properly received by the Receiving Party from a third party on a non-confidential basis;
  - e. agreed by both parties in writing to be excluded from the confidentiality provisions of this agreement; or
  - f. required to be disclosed by law
- 8.2. It is agreed and undertaken that the Receiving Party must keep confidential and not disclose any Confidential Information without the prior consent of the Disclosing Party.
- 8.3. The Company acknowledges that the Project is undertaken as a teaching and learning exercise and as such the Student will be entitled to disclose information relevant to the Project for the purpose of discussions on the research work and its progress with other students and with academic staff, and the making of oral presentations to AUT audiences. The outcomes of the research project are encapsulated in a Project Report for the purpose of being awarded a grade. This Project Report shall not be distributed outside AUT for a period of two years from the termination date, without the prior consent of the Company.
- 8.4. Copies of any proposed disclosure of Confidential Information by the Receiving Party will be given to the Disclosing Party not later than 30 days in advance of the proposed disclosure date and a written response must be received within a further 14 days. If no objection in writing is received to such disclosure within that time period, the Receiving Party will be free to proceed. The Disclosing Party agrees not to unreasonably withhold consent for scholarly publications.
- 8.5. The Company may not use the name of AUT, nor any member of AUT staff or student body in any publicity related to the Project without the prior approval of an authorised representative of AUT. AUT will not use the name of the Company nor any employee of the Company in any publicity related to the Project without prior written approval of the Company.

## 9. Intellectual Property

- 9.1. Ownership of all intellectual property rights created by the Student in the course of their work on the Project will be the property of the Company.
- 9.2. Irrespective of ownership but subject to the confidentiality provisions of this agreement, the Company will permit AUT to use for research and educational purposes the results generated by the Student in the course of their work on the Project.

10. Termination

- 10.1. Either party not in default may terminate this Agreement with immediate effect by notice in writing to the other parties if:
  - a. they deem that the other party is in breach of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof;
  - b. there is mutual agreement to terminate;
  - c. the Student withdraws from the relevant course of study; or
  - d. AUT terminates the Student's enrolment in the relevant course of study.
  - e. The Supervisor deems the project to be no longer consistent with the requirements of the Student's course of study.

11. Relationship

- 11.1. Nothing in this Agreement is intended to create a relationship of employment, partnership, joint venture or agency between any or all of the Company, the Supervisor and the Student, and nothing in this Agreement will be deemed to have created any such relationship.

12. Liability

- 12.1. Liability under this Agreement will be limited to the value of the Agreement. No party will be liable to any other party for any indirect loss, loss of profit, loss of business or consequential loss, howsoever caused

Signatures:

By signing below all parties have acknowledged and agreed to the terms of this agreement.

**SIGNED** for and on behalf of **COMPANY** by

**SIGNED** by ("the Supervisor)

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Signature

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Signature

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Authorized Signatory (print full name)

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Authorized Signatory (print full name)

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Date

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Date

**SIGNED** by (the 'student')

**SIGNED** by (the 'student')

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Signature

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Signature

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Authorized Signatory (print full name)

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Authorized Signatory (print full name)

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Date

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Date