

# STUDENT/COMPANY PROJECT AGREEMENT

## Parties

**Between:** Auckland University of Technology, located at Wellesley Street, Auckland, New Zealand (“AUT”);

**And:** [redacted], operating from [address] with email address [email] (the “Company”);

**And:** [redacted], residing at [redacted] with email address [email] (a “Student”)

**And:** [redacted], residing at [redacted] with email address [email] (another “Student”)

**And:** [redacted], residing at [redacted] with email address [email] (another “Student”)

**And:** [redacted], residing at [redacted] with email address [email] (another “Student”)

**Collectively:** the “Parties”

## Background

- A. The Company is in the business of [describe the Company’s business].
- B. The Student is enrolled at AUT in the Course described below, for which work on real-world projects is a requirement.
- C. The Company and the Student wish to collaborate on the Project described below.
- D. The Student and AUT require access to confidential information of the Company to complete the Project, and may generate new intellectual property in the course of the Project.
- E. The Company agrees to make confidential information available to AUT and the Student on the terms recorded in this agreement (the “Agreement”).

## Particulars

**Effective Date** The date the Project starts – or started (it may be in the past if necessary).

**Expiry Date** Typically set this at the end of the Course.

**Course** Describe the course of study, including expected total hours of study and date ranges.

**Project** Describe the Project in terms of what it’s setting out to achieve.

**Deliverables** Specific artefacts that the Company expects to get at the end of the Project, for example; a prototype widget, final report, final PCB design, final software code, Adobe Illustrator files etc.

**Specific Resources Provided By The Company** List anything specific Company will provide, otherwise “None”.

## Special Conditions

Enter if required, otherwise write “None”.

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## The Parties agree that:

### 1. APPOINTMENT & TERM

- 1.1 This Agreement commences from the Effective Date and continues until the Expiry Date unless terminated earlier in accordance with clause 5 or at law.
- 1.2 The nature of the appointment is non-exclusive.
- 1.3 Each party is an independent organisation or individual and is not an employee or agent of the other party. No party will incur any obligations on behalf of any other party without that other party's prior written consent.

### 2. EXPECTATIONS

- 2.1 The Company will
  - (a) provide the Student with any relevant information it has that the Student needs to complete the Project;
  - (b) provide regular guidance to the Student, for example by email, phone, video conference or in-person meetings; and
  - (c) provide the resources listed in Specific Resources Provided By The Company, if any.
- 2.2 The Student will
  - (a) undertake the Project to the standards and levels of competence expected of a student on the Course;
  - (b) provide the Company with the reports and other works listed as Deliverables, and other reports and works mutually agreed with The Company;
  - (c) notify the Company and AUT of any conflict of interest or factors which may affect the success of the Project which arise while undertaking it; and
  - (d) comply with all Company health and safety policies when on the Company premises.
- 2.3 AUT will
  - (a) provide competent supervision of the Student in undertaking the Project;
  - (b) notify the Company of any conflict of interest or factors which may affect the success of the Project which arise while the Student undertakes it; and
  - (c) in the event that the Project is only partly completed, promptly inform the Company of the changed circumstances and provide the Company with copies of all completed work in its possession.
- 2.4 No party is liable to any other party for a failure to fulfil the expectations listed under this clause 2.

### 3. CONFIDENTIAL INFORMATION

- 3.1 Confidential Information means
  - (a) the contents of this Agreement;
  - (b) any information disclosed by the Company to AUT or the Student, which
    - (i) the Company tells AUT or the Student is Confidential Information; or
    - (ii) is reasonably obvious is not known to the public.
- 3.2 **DELETE PARAGRAPH IF THE PARTIES WISH TO TALK IN PUBLIC ABOUT THE PROJECT** Confidential Information also includes the fact that the parties are collaborating on the Project.

- 3.3 AUT and the Student undertake to keep the Confidential Information secret, including after the termination of this agreement, except where:
  - (a) the Confidential Information was already known to AUT or the Student before being disclosed by the Company under this or any other agreement between the parties;
  - (b) the Confidential Information is, or becomes, publicly known other than because AUT or the Student broke this agreement; or
  - (c) the law requires AUT or the Student to disclose the Confidential Information. In such an event, AUT and the Student will only disclose the Confidential Information to the party to whom they are required by law to disclose it; or
  - (d) the Company tells AUT or the Student that the Confidential Information may be disclosed to other people or organisations (for example, after AUT or the Student asks for permission to disclose it).
- 3.4 AUT and the Student will only use the Confidential Information for the purpose of the Project.
- 3.5 AUT will only disclose the Confidential Information to its employees, contractors etc. as required to fulfil its obligations under this agreement. AUT will ensure that each person to whom the Confidential Information is disclosed agrees to abide by this agreement as if they had contracted directly with the Company. In the event an employee or contractor etc. discloses Confidential Information in breach of this agreement, AUT shall be liable to the Company as if AUT had itself made the disclosure.
- 3.6 The Company acknowledges and accepts that
  - (a) the Project is a teaching and learning exercise and the Student may need to disclose some Confidential Information for the purpose of discussions on the Project and its progress with other students and AUT staff; and
  - (b) AUT may process the Student's work through the plagiarism detection service, Turnitin. Turnitin maintains extremely high levels of security and respects all privacy.
- 3.7 If the Student discloses Confidential Information to another student as envisaged by clause 3.6(a) and that other student further discloses Confidential Information, the Student shall be liable to the Company as if the Student had themselves made the disclosure.
- 3.8 Copies of any proposed disclosure of Confidential Information by AUT or the Student other than under clause 3.6 will be given to the Company at least 14 days before the proposed disclosure date. If no objection is received to the proposed disclosure within 7 days, AUT and the Student will be free to make the disclosure. The Company has the right to require that AUT or the Student remove Confidential Information from the disclosure. The Company agrees not to unreasonably withhold consent for disclosure in scholarly works.
- 3.9 Strictly Confidential Information is any Confidential Information
  - (a) described as Strictly Confidential under Special Conditions on page 1; or
  - (b) which the Company tells AUT or the Student is Strictly Confidential.
- 3.10 Despite the permissions granted to AUT and the Student above with respect to Confidential Information, Strictly Confidential

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Information must not be disclosed to any other party, including to any other student or submitted as part of a scholarly work.

## 4. INTELLECTUAL PROPERTY

- 4.1 Despite any other clause in this Agreement, copyright of any scholarly work will always rest, in the first instance, with the authors.
- 4.2 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.
- 4.3 AUT and the Student will not use the name of the Company nor any employee of the Company in any publicity related to the Project without prior approval of the Company.
- 4.4 All intellectual property ("IP"), which is owned by or licenced to a party at the date of this Agreement ("Prior IP"), shall remain owned by or licenced to that party exclusively.

**[PLEASE CHOOSE ONE OF THE BELOW [4.5] I.P OWNERSHIP CLAUSES, BY DELETING THE OTHERS.]**

- 4.5 Any new IP created by the Student during the course of their work on the Project ("Project IP") will be owned by the Student.
- 4.5 Any new IP created by the Student during the course of their work on the Project ("Project IP") will be owned by the Company.
- 4.5 Any new IP created by the Student during the course of their work on the Project ("Project IP") will be owned by AUT.
- 4.5 Any new IP created by the Student during the course of their work on the Project ("Project IP") will be owned by the Student, except that the Company will have the option to purchase the Project IP from the Student for \$x,000 (each in the case of multiple Students) before or within two months following the Expiry Date.
- 4.5 Any new IP created by the Student during the course of their work on the Project ("Project IP") will be jointly owned by the Student and the Company. Each will be entitled to use the Project IP independently, except that the Student shall not use the Project IP in any way which competes with the business of the Company as described in the Background to this Agreement.

- 4.6 If the above clause 4.4 is not effective in transferring ownership of any Project IP to the intended owner, then the parties agree to enter other agreements and sign any documents that are reasonably required to transfer ownership of the Project IP to that intended owner, at that intended owner's expense.
- 4.7 Irrespective of ownership but subject to the confidentiality provisions of this Agreement, AUT shall further retain the right to use the Project IP for research and educational purposes.

## 5. TERMINATION

- 5.1 Any party can terminate this agreement at any time for any reason, subject to clause 5.2.
- 5.2 The obligations of confidence and intellectual property in clauses 3 and 4 shall continue even after this Agreement is terminated.

## 6. DISPUTES

- 6.1 The parties acknowledge that it is their expectation that any disputes will be settled by good faith discussion. Any dispute under or relating to this Agreement between AUT, the Student and/or the Company must be referred:
  - (a) initially for discussion by representatives of each party, who will endeavour to resolve the dispute within 15 business days;
  - (b) if discussion does not resolve the dispute, to mediation to endeavour to resolve the dispute within 20 business days following the appointment of a mediator; then
  - (c) if mediation does not resolve the dispute, any party may, in its discretion, initiate court proceedings.
- 6.2 Any mediation under or relating to this Agreement will be led by a mediator appointed jointly by the parties or, where the parties cannot agree on a mediator within 10 business days, appointed by the Chairperson of LEADR New Zealand Incorporated or the Chairperson's nominee. The mediator will conduct the mediation in accordance with those guidelines agreed between the parties or if the parties cannot agree on those guidelines within 5 business days following appointment of the mediator, in accordance with those guidelines set by the mediator.
- 6.3 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement, subject always to its rights of termination under this Agreement.
- 6.4 A party may commence court proceedings relating to any dispute arising under this Agreement at any time where that party seeks urgent interlocutory relief.
- 6.5 Each of the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

## 7. NOTICES

- 7.1 Each notice under this Agreement is to be in writing and may be by email to the email addresses provided on the first page of this Agreement.
- 7.2 No communication is to be effective until received. An email communication is deemed to be received when acknowledged or replied to.

## 8. GENERAL

- 8.1 References to the Student refer to each Student individually.
- 8.2 If a party does not exercise a right at any time in connection with a default under this agreement, this does not mean that party has waived the right or cannot exercise the right later.
- 8.3 This Agreement may be changed only if all parties agree in writing.
- 8.4 If any part of this Agreement is deemed to be invalid or unenforceable the remaining parts will not be affected and will continue in full force.
- 8.5 This agreement is to be interpreted in accordance with the laws of New Zealand.
- 8.6 Any terms listed in the section Special Conditions take precedence over any other terms and conditions in the rest of this Agreement.
- 8.7 By signing this Agreement each signatory warrants and represents that they are authorised by the relevant party to sign

# STUDENT/COMPANY PROJECT AGREEMENT

The logo for AUT (Auckland University of Technology) is displayed in the top right corner. It consists of the letters 'AUT' in a bold, white, sans-serif font, set against a solid black square background.

this Agreement on behalf of the relevant party and that the relevant party agrees to be bound by this Agreement.

8.8 References to a party means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that party.

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For and on behalf of: [name of Company]

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For and on behalf of: AUT (PVC, Dean, Deputy/Assoc. Dean, Head of School, Group Director, Director or someone specifically authorised)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

[DELETE BLOCKS NOT REQUIRED]

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_