

RESEARCH SERVICES AGREEMENT

Terms Sheet			
Parties	University of Technology Sydney (ABN 77 257 686 961) of 15-73 Broadway, Ultimo, NSW, 2007 (" UTS ") and Enter full legal name (ABN enter 11 digit ABN), of Enter prinicipal place of business (" You, Your ")		
Project	Name of Project and as further detailed in the Schedules.		
Term	Start date: Enter a date. End date: Enter a date. or the date on which the final portion of the Fee is paid, whichever is the latter.		
Deliverables & Milestones	As specified in the Schedule		
Fees (excl GST)	\$First instalment of feeon execution of this Agreement and \$Second/final instalment fee on acceptance of the Final Report (subject to receipt of a valid tax invoice)		
UTS Lead/Faculty	Name and Title Telephone Email address		
Addresses for Service:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> For UTS Director, Research & Innovation Office University of Technology Sydney PO Box 123, Broadway NSW 2007 Tel: (02) 9514 9681 Fax: (02) 9514 1244 Email: rio@uts.edu.au </td> <td style="width: 50%; border: none; vertical-align: top;"> For You Enter Name and Title Address Telephone Email </td> </tr> </table>	For UTS Director, Research & Innovation Office University of Technology Sydney PO Box 123, Broadway NSW 2007 Tel: (02) 9514 9681 Fax: (02) 9514 1244 Email: rio@uts.edu.au	For You Enter Name and Title Address Telephone Email
For UTS Director, Research & Innovation Office University of Technology Sydney PO Box 123, Broadway NSW 2007 Tel: (02) 9514 9681 Fax: (02) 9514 1244 Email: rio@uts.edu.au	For You Enter Name and Title Address Telephone Email		
Attachments	<input type="checkbox"/> General Terms and Conditions <input type="checkbox"/> Project Proposal/Milestones and Deliverables (Schedule) List any other attachments		
Ethics/Biosafety Required?	Yes/No/Not Applicable		

Agreement

This Agreement consists of this Terms Sheet, the General Terms and Conditions and the attached Schedules.

Priority

If a conflict arises between the terms and conditions of this Agreement, the following order of priority will apply:

- (a) Terms Sheet
- (b) Schedules
- (c) General Terms and Conditions

By executing this Agreement each signatory represents that he or she is authorised to sign on behalf of their entity.

SIGNED for and on behalf of THE UNIVERSITY OF TECHNOLOGY SYDNEY by its duly authorised representative:

.....
Signature

.....
Name of signatory

.....
Position

Date:

SIGNED for and on behalf of Full Name of client by its duly authorised representative:

.....
Signature

.....
Name of signatory

.....
Position

Date:

Date: The date of this Agreement is the last date on which the Agreement has been signed by all parties.

GENERAL TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 In this Agreement:

“BIP” or **“Background Intellectual Property”** means pre-existing or independently developed Intellectual Property belonging to or vesting in or licensed (outside of this Agreement) to one of us which it has a right to use and which it makes available for the Project.

“Confidential Information” means BIP and all information in any form which:

- (a) is provided by one of us for the purpose of this Project either before or during the Term; and
- (b) by its nature appears confidential or which either of us identifies as confidential

and includes all copies, notes or records of that information but excludes information of the kind described in clause 7.2.

“Intellectual Property” or **“IP”** means all rights resulting from intellectual activity whether capable of being protected by statute, common law or in equity and includes, but is not limited to all inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patents, circuit layouts, computer programs, drawings, plans, specifications, copyright, trademarks, designs (whether registerable or not) and plant variety rights.

“Project IP” or **“PIP”** means and includes all Intellectual Property vested in the Project Results

“Project Results” means all results created, developed or discovered arising from the conduct of the Project including, without limitation, inventions, discoveries, processes, products, documents, information, data, specifications, methodologies, manuals, reports and computer programs

“Services” means the activities each of us will undertake in order to conduct the Project as contemplated in the Schedules

“We” or **“us”** means UTS and You severally.

1.2 Other capitalised expressions have the meanings given to them in the Terms Sheet.

2 Conduct of the Project

2.1 We will conduct the Project in accordance with this Agreement. We will perform our Services with reasonable care and skill. Further, UTS will perform its obligations in a professional manner consistent with generally accepted research and academic practice. UTS will use reasonable endeavours to provide its Services and the Deliverables in accordance with any Milestones.

2.2 Neither of us may sub-contract any part of our Services to a third party without the written consent of the other.

3 Funding for the Project

You will pay the Fees to UTS in accordance with the payment terms set out in the Terms Sheet.

4 Background Intellectual Property

4.1 Subject to this clause, each of us will retain all existing rights and interests in our respective BIP.

4.2 Each of us represents that it owns or is entitled to provide the BIP for the purpose of conducting the Project.

4.3 We each acknowledge that we use each other’s BIP at our own risk and neither of us warrants the fitness for use or purpose of its own BIP.

4.4 If one of us makes its BIP available to the other then:

- (a) the other will have a non-exclusive, royalty-free licence to use the BIP, but only for the purpose of conducting the Project
- (b) we may revoke the licence to use our BIP at any time provided that we act reasonably.

5 Project Results and Project IP

- 5.1 All title, rights and interests in and relating to the Project Results and PIP will vest in and be owned by You on payment of the Fees.
- 5.2 Subject to clause 4 (Background IP) and clause 7 (Confidentiality), You grant to UTS a perpetual, non-exclusive, fully paid-up right (including the right to sub-license to affiliates) to use, reproduce and adapt the Project Results and PIP for academic, teaching and research purposes in accordance with the Australian Code for the Responsible Conduct of Research.

6 Intellectual Property Protection

- 6.1 We must take all reasonable steps to protect the Project Results and PIP in our possession and give each other prompt notice if we become aware of any infringement of the PIP.

7 Confidentiality

- 7.1 The Project Results, BIP, PIP and Confidential Information must be kept confidential. UTS will also keep information relating to the terms of this Agreement confidential, if required in writing by You. We must not disclose each other's Confidential Information to any third person without the other's written permission.
- 7.2 Our obligation to maintain confidentiality does not apply to information which either of us can prove was:
 - (a) in the public domain otherwise than as a result of an unauthorised disclosure by one of us; or
 - (b) provided by a third party who has a legal right to possess and disclose the information to the recipient; or
 - (c) already known by the recipient before disclosure by the other; or
 - (d) developed independently of the other's Confidential Information.
- 7.3 Each of us may disclose the other's Confidential Information if required by law but, if possible, must inform the other first and seek to limit the scope of the disclosure if reasonably requested.

8 Publications and Reporting

- 8.1 We may each publish the results of the Project within the first 12 months after completion of the Project with the prior written consent of the other. In order to obtain consent, we must provide a copy of the proposed publication at least one month before publication. Consent will be deemed to be given if no response is received by the date of publication.
- 8.2 If one of us reasonably requests that its Confidential Information be removed from a proposed publication then the other must not publish until it has taken reasonable steps to remove the Confidential Information,
- 8.3 Consent for publication is not required after the first 12 months if the publication does not include the other's Confidential Information.
- 8.4 We must ensure that any material published under this clause includes an acknowledgement (in a form acceptable to us both) of the support given by the other for the project.

9 Warranties and Insurance

- 9.1 You will use the Project Results or PIP at your own risk and UTS is not responsible for the consequences to you or any third party using or relying on the Project Results or PIP.
- 9.2 UTS will maintain relevant insurances to cover its Services and if requested, give you certificates of currency for such insurances.

10 Dispute Resolution

- 10.1 If a dispute arises between us in relation to this Agreement then we agree that, before commencing any form of legal proceedings (other than an application for urgent interlocutory relief) we will first seek to resolve the matter by negotiation between appropriately senior persons within our organisations.
- 10.2 If the dispute remains unresolved for a period of 60 days after the referral it may be submitted to an alternative dispute resolution mechanism as recommended by the President of the Law Society of New South Wales.

11 Termination

- 11.1 Either of us may terminate this Agreement immediately by notice to the other if the other:
- (a) commits a breach of any term of this Agreement and the breach is not remedied within 30 days after receipt of notice to remedy the breach or the breach is not capable of remedy; or
 - (b) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration.
- 11.2 Clauses 4 to 10 (inclusive) and 20 survive the expiration or termination of this Agreement.
- 11.3 If UTS is wholly or partially prevented from providing its Services because it is not able to obtain ethical clearances then it may give you written notice terminating this Agreement without penalty provided that it has, used its reasonable endeavours to obtain such clearances.
- 11.4 If there is a delay under clause 12 (Force Majeure), you may terminate this Agreement by written notice

12 Force Majeure

- 12.1 Subject to clause 12.2, any delay or inability to perform our obligations under this Agreement as a result of causes beyond our reasonable control ("force majeure event") will not be a breach of this Agreement and no loss or damage may be claimed as a result.
- 12.2 We must take reasonable steps to reduce any period of delay occurring as a result of a force majeure event and negotiate in good faith any variations to this Agreement (including termination) necessitated by the delay.

13 Notices

A notice given under this Agreement must be in writing and addressed to the persons noted in the Terms Sheet.

14 Students

- 14.1 In the event that any student is involved with the Project then the following terms apply to their Project involvement.
- 14.2 Where a student is to conduct or be involved in the Project for the generation of a thesis, UTS must advise You of the proposed research for the student's thesis and must obtain Your approval in relation to the scope and nature of the student's participation in the Project
- 14.3 If You approve student involvement in the Project, we agree that:
- (a) The student may publish the results of his or her research work with the consent of each us (which must not be unreasonably withheld) in accordance with clause 8;
 - (b) The copyright in the student's work, including any thesis, will remain with the student; and
 - (c) No restriction will be placed on the student's ability to lodge their work for examination, provided that the student may not publish Confidential Information at any time without prior written consent.
- 14.4 UTS agrees to ensure the student and any external examiner appointed to review the student's thesis which contains Confidential Information have signed confidentiality agreements with UTS complying with clause 7 before they are granted access to any material relating to the Project.

15 Relationship of Parties

- 15.1 We are independent contractors and do not intend to create a partnership, joint venture or agency relationship by entering into this Agreement.
- 15.2 Nothing in this Agreement will constitute or deem an employee of one of us to be an employee of the other.

16 Use of Premises

If a project requires one of us to use the other's premises or facilities for the purposes of the services, it will comply with all reasonable directions and procedures relating to occupational health, safety and

security in operation at those premises or in regard to those facilities, whether specifically drawn to its attention or as might reasonably be inferred from the circumstances

17 Governing Law

This Agreement is subject to the laws of the State of New South Wales.

18 Entire Agreement

This Agreement records our entire agreement and supersedes all earlier agreements and representations and communications that may have taken place between us.

19 Variations

We may only amend or vary the terms of this Agreement by a written document signed by both of us.

20 Assignment

We may only assign any interest in this Agreement with the other's written consent.

21 Several Liability

We each enter into this Agreement on our own behalf and are severally liable for our respective obligations under this Agreement.

22 GIPA

22.1 You acknowledge that UTS may be required to publish information concerning this Agreement in accordance with the Government Information (Public Access) Act 2009 NSW ("GIPA Act") under any similar or replacement legislation to the GIPA Act or by the Auditor-General or Parliament.

22.2 The disclosure of information as contemplated by clause 21.1 does not otherwise relieve either of us from any of our confidentiality obligations under Clause 7 of this Agreement.

23 Counterparts and Signatures

This Agreement may be executed in counterparts. All counterparts, when taken together, will constitute the one agreement.

24 Scanned Signatures

The Parties agree that scanned copies of original signatures on the counterparts of this Agreement will be accepted as evidence of entry into this Agreement by the relevant Party.

Schedule

Delete this page and just attach proposal details or cut and paste proposal here.