



Bushfire & Natural Hazards CRC Scholarship Conditions and Intellectual Property Agreement

This Agreement dated the _____ day of _____ 2018

Between the following Parties to this Agreement ("the Parties")

**BUSHFIRE & NATURAL HAZARDS COOPERATIVE RESEARCH
CENTRE LTD
("BNHCRC")**

Level 1, 340 Albert Street, East Melbourne, 3002
ABN 21 163 137 979

AND

("the Student")

Insert Address

For the purposes of this agreement:

"Agreement" means this agreement and all Schedules and other documents as may be incorporated by reference;

"Centre Agreement" means the agreement between BNHCRC and its participant organisations relating to the operations and management of the BNHCRC;

"Confidential Information" means all financial information and other commercially valuable information of BNHCRC of whatsoever description and in whatever form (whether written or oral, visible or invisible) but excludes the interpretation, analysis and application of general information in the public domain;

"Intellectual Property" "IP" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, trade marks, design rights, circuit layouts and plant varieties.

"Project" means the BNHCRC project in which the Student is involved;

"Project IP" means Intellectual Property which is created, developed or discovered as a result of conducting the Project. Project IP does not include copyright in the Student's thesis.

"Research Manager" means the Research Manager of BNHCRC;

"Student Project" means the specific research project undertaken by the Student with their candidature (Schedule 2a).

1. STUDENT OBLIGATIONS

- 1.1. The Student must maintain their university enrolment and satisfactory progress during their candidature.
- 1.2. The Student must comply with all relevant policies, procedures and codes of conduct of the University at which they are enrolled (including leave arrangements and employment restrictions).
- 1.3. The scholarship awarded by the BNHCRC is for candidature in the award and university where the Student is enrolled (Schedule 1).
- 1.4. The scholarship awarded by the BNHCRC is to facilitate and enable the Student to carry out a specific research project consistent with their candidature (Schedule 2a).
- 1.5. The Student will follow a research plan consistent with and contributing to the objectives of the BNHCRC project with which he or she is associated (Schedule 2b).
- 1.6. The Student will be expected to present their research outcomes and results at least one BNHCRC research workshop or major meeting during the candidature, subject to BNHCRC making funding available to cover costs of travel, accommodation and participation.
- 1.7. The Student will be expected to participate in BNHCRC review processes and contribute, as appropriate and requested, to the BNHCRC Annual Report.
- 1.8. The Student is expected and encouraged to maintain contact with their nominated BNHCRC end user agency contact throughout their studies (Schedule 2c).
- 1.9. The Student will lodge with the BNHCRC Research Manager both an electronic and hard copy of their thesis and any publications resulting from their BNHCRC-related research.
- 1.10. The Student will also be expected and encouraged to become involved in BNHCRC activities including the annual BNHCRC conference and workshops and participate in BNHCRC professional development activities, subject to BNHCRC making funding available to cover costs of travel, accommodation and participation.
- 1.11. The Student must submit all publications for approval by the Research Manager as outlined in the Bushfire and Natural Hazards CRC Publications position (provided as an attachment to this Agreement).
- 1.12. The Student must abide by all the communication and media policies as made available on the BNHCRC website and updated from time to time.

2. FUNDING AMOUNTS AND PAYMENT

- 2.1. Funding amount and payment start dates and periods are outlined in the letter of offer from the BNHCRC to the Student (Schedule 3 & 4).
- 2.2. The Student will submit an annual report on progress against their project plan on or before the anniversary of the commencement of their individual agreement.
- 2.3. BNHCRC does not make payments directly to the Student; payment is via the payment system at the institution where the student is enrolled.

3. TRANSFERS, EXTENSIONS, LEAVE AND CESSATION

- 3.1. Both full and top-up BNHCRC scholarships can be transferred to another university provided the transfer is approved by the BNHCRC Research Manager.
- 3.2. A student may apply for an extension of stipend of six months only, under extraordinary circumstances encountered during candidature which are beyond the student's control.
- 3.3. BNHCRC scholarship holders are entitled to annual leave, sick leave and parental leave consistent with the leave provisions applicable to the conditions of the degree and university where the Student is enrolled (Schedule 1).

- 3.4. The BNHCRC may terminate this Agreement, whereupon all scholarship payments will be stopped and the Student must return all materials, research, documentation and publications that relate to the Project to the BNHCRC upon request, if the Student:
- 3.4.1. ceases their candidature;
 - 3.4.2. fails upon request to demonstrate progress to the satisfaction of BNHCRC;
 - 3.4.3. ceases to follow a research plan consistent with and contributing to the objectives of the BNHCRC project with which he or she is associated (Schedule 2b); or
 - 3.4.4. commits a breach of this Agreement.

4. INTELLECTUAL PROPERTY

- 4.1. The BNHCRC has a written agreement with participant organisations (the Centre Agreement) and the University which governs amongst other things, the treatment of Intellectual Property relating to and arising out of BNHCRC activities.
- 4.2. Subject to clause 4.3, all Intellectual Property developed as a result of the conduct of the Project is owned by BNHCRC.
- 4.3. Where the Student prepares material for examination as part of that Student's examination regime, copyright of that material will be owned by the Student but all rights in relation to BNHCRC Intellectual Property comprised in that thesis will continue to be owned by the BNHCRC and such thesis or any part thereof may not be published without the prior written permission of the Research Manager.
- 4.4. Written notification to restrict publication of a document must be made by BNHCRC within 14 days of receipt of the material. If no such notification has been made within 14 days of receipt of the document, the document can be assumed to have been approved with no restriction on publication.
- 4.5. Provided that the Research Manager has given prior written permission for publication, BNHCRC will grant a non-exclusive, royalty free licence to the student of the Project IP to the extent that such licence is necessary for the student to publish any publication that is a requirement of the student's course assessment.
- 4.6. The BNHCRC must in administering this clause act reasonably, suggest alterations to a publication in order to avoid affecting commercially valuable intellectual property rights and consult with the Student to assist in determining an acceptable manner of publication.
- 4.7. Notwithstanding any other clause of this Agreement, the Student has the right to have any thesis or material referred to in this clause examined, provided the reasonable confidentiality requirements of the BNHCRC are met.
- 4.8. Unless otherwise agreed in writing by the parties, the Student will make available outcomes of their research work to BNHCRC staff and stakeholders; and acknowledge BNHCRC support in permitted publications, presentations and their thesis.
- 4.9. The BNHCRC may seek written permission from the Student to use or reproduce, for non-commercial purposes, part(s) of the Student's work. The Student's permission should not be unreasonably withheld. If such use occurs, due acknowledgement will be made to the source of the work.

5. BNHCRC OBLIGATIONS

- 5.1. The BNHCRC will offer opportunities to the Student to benefit from involvement in the BNHCRC Program, from direct contact with researchers in multidisciplinary and multi-organisational research teams, and from BNHCRC activities.
- 5.2. The BNHCRC will offer the Student support through additional professional development, training activities and opportunities to apply for additional funding to attend conferences and participate in collaborative research.
- 5.3. The BNHCRC will offer opportunities for the student to benefit from BNHCRC assistance, post-degree, in obtaining relevant employment or postdoctoral research opportunities.

6. SUPERVISION OF BNHCRC STUDENTS

- 6.1. The Student must have at least one BNHCRC researcher in their supervisory panel (Schedule 2d).
- 6.2. The role of the supervisory panel is to ensure, in consultation with the Student and relevant project leader(s) that the study program and timelines are relevant to the BNHCRC's research objectives and within the Student's abilities, direct the research program, ensuring that the academic requirements of the relevant partner university are met and that the candidate is making satisfactory progress; and guide the Student to (a) submit his or her thesis within the duration of candidature, and (b) prepare high-quality, relevant scientific papers and reports.
- 6.3. The Student acknowledges and agrees that he or she will comply with directions given by the supervisory panel and the leader of the Project.

7. CONFIDENTIALITY

- 8.1 The Student agrees that they will keep confidential any information or data provided by the BNHCRC on a confidential basis. Any confidential information will be clearly designated as such by the BNHCRC when it is provided to the Student.
- 8.2 The obligations of confidentiality imposed on the student shall survive termination of this Agreement.

8. COMPLIANCE WITH ALL LAWS

The Student must comply with the provisions of all relevant Acts, Regulations, Rules, by-laws or similar statutory instruments, whether Commonwealth, State, Local or otherwise, which applies to the activities of the Student in relation to his or her involvement with BNHCRC.

9. GENERAL

This document may only be varied or replaced by a document duly executed by the parties.

SCHEDULE 1

(a) Degree for which Student is Candidate and University where enrolled:

SCHEDULE 2

(a) Short title of Student Project:

(b) Link with BNHCRC Theme and Project

Theme:

Cluster:

DESCRIBE LINKS WITH BNHCRC RESEARCH HERE

(c) BNHCRC End User Supporter:

CONTACT DETAILS HERE

(d) University and BNHCRC Supervisors:

UNIVERSITY AND BNHCRC SUPERVISORS / ADVISORS HERE

SCHEDULE 3

(a) Term of Agreement:

Commencement Date: INSERT DATE HERE

Completion Date: INSERT DATE HERE

SCHEDULE 4

Stipend:

Amount: NZD