PART IV STUDENT RESEARCH PROJECT SPONSORSHIP AGREEMENT

* SILVER CATEGORY –

#### BETWEEN The University of Auckland, a body corporate established under the University of Auckland Act 1961, of Princes Street, Auckland, New Zealand, including its employees and agents (hereinafter referred to as the “University”)

**AND** **Student One** and **Student Two,** students at The University of Auckland (“Student(s)”).

**AND** **Company Name,** a company organised and existing under the laws of New Zealand having its office at **Company Address** ("Client").

Collectively the “parties” to the Agreement.

INTRODUCTION

The parties wish to set out the terms upon which the research project contemplated by this Sponsorship Agreement will be performed.

AGREEMENT

The parties agree as provided in the General Terms and Conditions attached and Schedule 1.

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| **SIGNED** for and on behalf of **The University of Auckland** by:    Signature    Name    Title    Date  **SIGNED** by the **STUDENT**    Signature    Date | **SIGNED** for and on behalf of  **Company Name** by:    Signature    Name    Title    Date  **SIGNED** by the **STUDENT**    Signature    Date |

**GENERAL TERMS AND CONDITIONS**

# RESEARCH WORK

## The Student(s) shall carry out the Research as described in the Research Description in Schedule 1.

## The Student(s) shall carry out the Research subject to the rules and policies of the University and in accordance with the terms and conditions of this Agreement. In the event of conflict between the rules and policies of the University and this Agreement, the rules and policies of the University shall prevail.

## Given that Student(s) undertake project work as a component of their academic studies, both the direction of the work and the supervision of the Student(s) are ultimately the responsibility of the University. The Client accepts that the project scope, timeframes, and outputs are subject to changes made by the University.

## The Client shall ensure that the Client Mentor(s) and any Client resources and support are provided to the Student(s) as described in Schedule 1.

## If required to visit the Client premises, the Student(s) shall comply with the Client’s internal policies and requirements and, in particular, the Client's safety policies and requirements as if the Student(s) were an employee of the Client.

## In addition to the deliverables that are required by the University for the completion of this project, the Student(s) shall provide the Client with outputs as specified in Schedule 1.

## Nothing in this Agreement shall be construed to limit the freedom of the University, the Supervisor(s) or the Student(s) from engaging in similar research carried out independently under other grants, contracts or agreements with parties other than the Client.

## The Student(s) acknowledge that they are entitled to seek independent advice about this agreement and that they have had a reasonable opportunity to obtain that advice.

# COSTS, BILLINGS AND OTHER SUPPORT

## The University shall be entitled to issue a GST invoice to the Client for the amounts specified in Schedule 1, on signing of this agreement. All invoices shall be paid on the 20th day of the month the invoice is dated, in the case of invoices dated on or before the 5th day of any calendar month, and, in all other cases, on the 20th day of the month following the month the invoice is dated.

## In the event of early termination of this Agreement by either party for any reason, the Client shall pay all amounts due and owing to The University up to the date of termination together with:

## all costs accrued by The University from the date the last payment payable by the Client fell due until the date of termination; and

## the amount of any non-cancellable obligations entered into by The University in relation to the Research.

## The Client shall pay to The University, upon demand, all costs and expenses on a full indemnity basis (including legal fees on a solicitor and own client basis) incurred by The University in suing for or recovering any moneys payable by the Client under this Agreement.

# INTELLECTUAL PROPERTY

## All intellectual property owned by either party prior to commencement of the Research or developed by either party independently of the Research shall remain the property of that party.

## All right, title and interest to the intellectual property arising out of the Research shall vest solely in UniServices Ltd., a wholly owned subsidiary of The University of Auckland.

## LIABILITY AND WARRANTY

## The Client acknowledges that this is an agreement to sponsor a Part IV Research Project, where the success, whether commercial or otherwise, of the Research cannot be predicted nor guaranteed. The Student(s) or The University give no warranty or undertaking as to the outcome of the Research under this Agreement and makes no warranty as to the final commercial value of the Research. To the extent permitted by law, all implied warranties, including as to fitness for purpose or merchantable quality or under the Consumer Guarantees Act 1993, are excluded.

## To the extent permitted by law, the parties shall not be liable to each other for any loss or damage whatsoever and howsoever caused arising directly or indirectly out of this Agreement or the Services. This exclusion of liability applies to liability in contract, negligence (or any other tort), statute or any other source or principle of legal liability. This clause is enforceable by the University in terms of the Contracts (Privity) Act 1982.

## The total liability to the Client of The University, the Student(s) and University employees, howsoever caused, in relation to this Agreement, the Research or the Results, in all claims against all of them taken together, shall be limited to the return of all amounts paid by the Client to date.

1. **CONFIDENTIALITY**
   1. Confidential information relating to the Research including, but not limited to, the results, and the business affairs of the University, the Client and the University, should be kept strictly confidential.
2. **PUBLICATION**
   1. The Client agrees that the primary purpose of the Research for the Student(s) is to permit the Student(s) to complete a certain course of study at the University. Further, the Client may not exercise or use their rights under clause 5.1 in a manner, which would prevent the Student(s) from being able to adequately present the Research and any Results in order to meet the academic requirements necessary to complete the course of study in which he or she is enrolled in a reasonable time.
   2. The Student(s) agree that prior to any presentation or submission of reports, papers or academic publications:
      1. Details of the presentation, report and academic publication content is agreed with Client, Client Mentor(s), and Academic Supervisor(s).
      2. The names of the Academic Supervisor(s), Client and Client Mentor(s) are included in reports and papers arising from the Research Project and acknowledged in any presentation.
3. **TERMINATION**
   1. If the Project to which the Research relates is unable to commence or continue due to any reasonable grounds, including but not limited to, loss or lack of financial or human resources, then the Client shall meet with the Student(s) and the University Supervisor to discuss possible other projects the Student(s) may be suitable for. If the Client is unable to provide another suitable research project for the Student(s), then the Client may terminate this Agreement by giving fourteen (14) Working Days’ notice in writing to the Student(s) and the University.
   2. Any party may terminate this Agreement, by giving fourteen (14) Working Days’ notice in writing to the other parties, if one or both of the other parties are in material breach of this agreement.
   3. For the avoidance of doubt, the Parties acknowledge that termination of this Agreement will not terminate the Student(s)’(s) enrolment at the University.
4. **DISPUTES**
   1. Each of the parties shall discuss in good faith any dispute involving them arising out of this Agreement. In the case of any dispute involving The University or the Client, the University Representative shall represent The University and the Client Representative shall represent the Client in those discussions.
5. **GOVERNING LAW**
   1. This Agreement shall be governed and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

**Schedule 1**

RESEARCH DETAILS

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| --- | --- |
| Project Name: |  |
| Student(s): |  |
| University Supervisor(s): |  |
| University Department: |  |
| Client Mentor(s): |  |
| Research Period: |  |

**RESEARCH DESCRIPTION**

**Information and Assistance to be Provided by the Client**

**OUTPUTS TO BE PROVIDED BY STUDENT AND UNIVERSITY TO CLIENT**

*Negotiable but typically:*

* *Copy of Final Report*
* *Access to project compedium and research data*
* *Harware protoypes developed during the project*
* *Software programs develped during the project*

**COSTS, BILLING, SUPPORT**

|  |  |
| --- | --- |
| On signing | $5,000 (plus GST) |
| Costs covered directly by Client | Purchases related to the project |