

These terms and conditions govern a relationship between QUT and the Industry Partner described in the attached Letter of Agreement:

1. DEFINITIONS

In this Agreement:

Agreement means the letter of agreement and these terms and conditions.

Data means the information or materials supplied by the Industry Partner to QUT for the Project.

Inputs means contributions from the Industry Partner described in the Letter of Agreement.

Letter of Agreement means a letter between the Parties referring to these terms and conditions and setting out details of the Project.

Parties means QUT and the Industry Partner and **Party** means either of them as the context dictates.

Project means the review and report on the Data as described in the Letter of Agreement.

2. DATA PROJECT

The Parties mutually agree to perform the Project as described in the Letter of Agreement, including that:

- (a) The Industry Partner shall supply the Data and Inputs to QUT.
- (b) QUT shall undertake work according to the Project Description and provide Project Outputs to the Industry Partner.
- (c) The Parties shall discuss progress of the Project.
- (d) The Parties shall comply with academic standards in the performance of the project, including the *Code for the Conduct of Responsible Research*.
- (e) The Parties shall comply with all applicable laws, regulations and industry standards in the performance of the Project.
- (f) The Project is performed on a speculative research basis and no particular outcome is guaranteed or warranted.

3. RESEARCH TEAM

The research team shall consist of the personnel and students of the Parties as described in the Letter of Agreement.

The Parties shall ensure their respective personnel and students comply with the requirements of this Agreement.

The Parties acknowledge that students of QUT are not employees of QUT.

4. INTELLECTUAL PROPERTY

The Data remains the property of the Industry Partner who permits QUT to use the Data for the Project.

Subject to the remainder of this clause, all intellectual property arising from the Project shall vest in QUT.

QUT grants the Industry Partner a royalty-free licence to use the reports created in the course of the Project for any purpose.

5. PUBLICATION

If a Party wishes to publish a report arising from the Project then they must seek consent from the other Party at least thirty days prior to the proposed publication and the other Party can request amendments. Consent to publication must not be unreasonably withheld.

Either Party may make a public statement about the Project being performed by reference to the title of the Project but not any more detailed information.

6. CONFIDENTIALITY

Subject to publication under clause 5, each Party shall only use the Data for the Project and otherwise keep the Data and reports arising from the Project secret and confidential unless agreed by the other Party or required by law.

7. PRIVACY

The Parties shall not handle or exchange personal information unless explicitly described in the Letter of Agreement.

The Party supplying personal information in the course of the Project shall be responsible for, and warrant, compliance with legal requirements in relation to the collection and use of that personal information.

The Parties must comply with the requirements of the *Privacy Act 1988* (Cth) and *Information Privacy Act 2009* (Qld) to the extent they apply to the Project.

8. LIABILITY

The Parties shall bear liability for their own acts and omissions under this Agreement provided the Parties acknowledge that this Agreement is formed for public good and accordingly all warranties about the quality, accuracy or outcomes of the Project are expressly disclaimed and the Industry Partner uses the results of the Project at their own risk to the extent permitted by law. To the extent that warranties cannot be legally excluded under this clause, then the sole remedy available shall be resupply of the Project.

9. GENERAL

This Agreement shall be governed by the laws and Courts of Queensland, Australia.

The Parties may execute the Letter of Agreement in counterparts which shall be taken to form the Agreement.

Any waiver or variation to the Agreement must be made and executed in writing by the Parties.