

Commencement Proforma for a Higher Degree by Research Student Enrolled in a Project Financially Supported by MinEx CRC Education and Training

Each university supervisor of a student undertaking a MinEx CRC-supported project is responsible for completion of this proforma by their student. This proforma should be completed by higher degree by research students commencing a project approved by MinEx CRC (for which an 'Approval Proforma for a Higher Degree by Research Project' has already been completed).

MinEx CRC payment for the project will not commence until this form has been received by MinEx CRC. Each university supervisor is also responsible for maintaining the proforma and advising the E&T Committee Coordinator of progress of the student (or any significant interruptions to the student's progress) in order to maintain the MinEx CRC student register.

Student's Name:	
Student's Email:	
Student's Country of Origin: (this information is asked for in the CRC Program for our Annual/Exit reporting):	
University:	
Scholarship Type (RTP/USAPA etc.):	
Project Title:	
Affiliated MinEx CRC Project No.:	
Student's Commencement Date:	Planned Student's Completion Date:
Please List all Supervisors and their Organisation (this information is required by the CRC Program in our annual report. Please note the CRC Program encourages end-user, i.e. industry or survey, co-supervision of PhD students. All MinEx CRC students will be required to have an end-user supervisor and demonstrate engagement):	
Industry Supervisor(s) and Organisation(s):	

<p>Student's Signature (note that in signing this proforma you recognise the obligations and expectations in exchange for MinEx CRC financial support of your research project that are listed on the following pages):</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>		
<p>Principal Supervisor Approval</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>	<p>MinEx CRC Project Leader Approval</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>	<p>Education & Training Committee Coordinator Approval</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>

Obligations of Higher Degree by Research Students Enrolled in Projects Financially Supported by MinEx CRC, their Supervisors and Host Universities

Students must have a copy of the 'Approval Proforma for a Higher Degree by Research Project' for their project. This provides information on your project as approved by MinEx CRC.

Financial support of higher degree by research projects by MinEx CRC is provided within the framework of legal agreements between MinEx CRC and the universities in which the universities make certain undertakings regarding these projects. Students and their supervisors must be aware of the following.

- (i) The MinEx CRC must have approved the project ('Approval Proforma for a Higher Degree by Research Project).
- (ii) The University must enter into an agreement with each student in order to comply with its obligations under the MinEx CRC Participants (or Affiliate) Agreement (e.g. regarding IP and confidentiality of MinEx CRC project data). An extract of the Participants Agreement covering student involvement in the CRC, publications, confidential information and IP follows below.
- (iii) Any publication arising from MinEx CRC projects must comply with the Participants Agreement, Affiliate Agreement and/or Project Agreements (as appropriate), include the MinEx CRC by-line, and be approved by the MinEx CRC. Publications must also acknowledge the contributions (if any) made by other Participants and the support of the Commonwealth Government and MinEx CRC.
- (iv) A MinEx CRC supervisor or representative must participate in the annual review process of students undertaking a MinEx CRC-supported project.
- (v) Students are required to attend the MinEx CRC's annual conference. Where possible MinEx CRC will provide financial assistance for students who are required to travel to the conference. Conference attendance will be linked to awarding of the completion bonus (\$3k for PhD

- qualification and \$2k for Masters by Research qualification) at the discretion of the MinEx CRC Education and Training Committee.
- (vi) MinEx CRC will receive a copy of the student's thesis which will be embargoed as set out in the Participants Agreement and/or Project Agreement.
 - (vii) Academic matters involving students for the purpose of satisfying their host university's academic requirements are the responsibility of the supervisor and the student.
 - (viii) The student and supervisor will follow the policies of the university at which the student is enrolled: e.g. occupational health and safety requirements, candidature and review requirements, thesis submission requirements and codes of practice regarding the responsibilities of the supervisor and the candidate.
 - (ix) If for any reason the student is unable to commence or continue carrying out the Project at an adequate level, the University must immediately advise the MinEx CRC in writing and support for that student from MinEx CRC will cease.

Expectations of Higher Degree by Research Students Enrolled in Projects Financially Supported by MinEx CRC

- (i) That MinEx CRC will support the project by providing financial support to the university for up to three years for a PhD degree and up to two years for a Masters by Research degree provided the student remains enrolled.
- (ii) That the university will make clear what support is being provided to the students as a result of MinEx CRC financial support of the project.
- (iii) That students will be considered and included as part of the MinEx CRC team and where possible will be provided with additional training opportunities.
- (iv) The MinEx CRC will support the policies of the university at which the student is enrolled: e.g. occupational health and safety requirements, candidature and review requirements, thesis submission requirements and codes of practice regarding the responsibilities of the supervisor and the candidate.

Extract of agreements covering student involvement in the CRC, publications and confidential information follows below. The agreement/s relevant to the postgraduate project outlined in this form may have further publication conditions and must be consulted. Numbering below is from the MinEx Participant Agreement.

5. General Obligations

5.2 Acknowledgement of support

Each Party must, in all:

- (a) publications (including reprints, and despite whether published by MinEx or other persons) that are a result of the Activities;
- (b) products (in the documentation, not the product), processes or inventions produced as a direct result of the Activities; and
- (c) promotional and advertising materials, public announcements, events and activities in relation to the Centre or the Activities,

acknowledge the financial and other support received from the Commonwealth:

- (d) through reference to the CRC Program;
- (e) in relation to 5.2(c), through prominent display of the CRC Program logo in accordance with the CRC Program branding guidelines; and
- (f) by reference to any acknowledgement as otherwise specified or approved by the Commonwealth from time to time.

20. Intellectual Property

20.1 Project IP

- (a) This clause 20 does not affect the ownership of the Intellectual Property in any Background IP, Third Party IP or any other Intellectual Property of a Party.
- (b) Project IP will vest in MinEx and the Participants on creation as agreed in the relevant Project Agreement.
- (c) Each Party will adhere to the documented arrangements and procedures for dealing with Project IP as set out in the relevant Project Agreement.
- (d) Each Party will ensure that, prior to the publication or disclosure of Project IP (but not including reports or other such material to be provided to the Commonwealth for the Commonwealth's benefit), consideration is given to the potential prejudice to its subsistence or Commercialisation, including the possibility that publication or disclosure might preclude the grant of a patent or cause the loss of Intellectual Property.
- (e) Commercialisation of Project IP will be conducted only in accordance with a Commercialisation Plan which has been approved by the Board (and any relevant committee). The Board (and any relevant committee) must not select a Participant for Commercialisation until approval of a Commercialisation Plan has occurred.
- (f) Each Party must ensure that any Commercialisation of Project IP:
 - (i) is consistent with the nature of the Project and the CRC Program; and
 - (ii) maximises the national benefits accruing to Australia.
- (g) To the extent that the Commonwealth needs to use any of the Background IP, Third Party IP provided by a Participant, or Project IP, in connection with the Activities or CRC Program, the Participant grants to, or must obtain for, the Commonwealth a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that IP.
- (h) The licence granted to the Commonwealth under clause 20.1(g) does not include a right to exploit the Project IP, Background IP or Third Party IP for the Commonwealth's commercial purposes.

21. Confidentiality

21.1 Prohibition on disclosure

Subject to clause 21.3, no Party may:

- (a) without the prior written consent of all Parties, disclose any Confidential Information to a third party; and

- (b) without the prior written consent of the Commonwealth, disclose any Commonwealth Confidential Information obtained in relation to the Activities to a third party.

21.2 Advisers and third parties

Following a request from the Commonwealth, each Participant must provide MinEx with a written undertaking from each Participant's Personnel engaged in any Activities relating to the use and non-disclosure of the Commonwealth's Confidential Information in the form approved by the Commonwealth.

21.3 Exceptions to obligations

The obligations on each Party under clause 21.1 will not be taken to have been breached by a Party to the extent that Confidential Information of any other Party:

- (a) is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of activities related to this Agreement;
- (c) is required by Law or valid judicial or governmental order to be disclosed;
- (d) is disclosed to a Related Entity of the Party, provided such disclosure:
 - (i) is not inconsistent with the performance of this Agreement or the achievement of the Centre Objectives; and
 - (ii) is made in accordance with clause 21.4;
- (e) is disclosed by a Party that is a State, Territory or Commonwealth agency or Minister to that Party's Minister, Parliament, Cabinet or a parliamentary committee;
- (f) is disclosed to the Commonwealth for the purposes of the Activities, the CRC Program or as otherwise provided for under the exceptions listed in clause 21.4 of the Grant Agreement; or
- (g) is in the public domain other than due to a breach of this Agreement.

21.4 Obligation on disclosure

Where a Party discloses Confidential Information of a Party to another person, pursuant to clauses 21.3(a) or 21.3(b), the disclosing Party must:

- (a) notify the receiving person that the information is Confidential Information; and
- (b) other than where disclosure is permitted under clause 21.3(e) or it is not legally permissible to do so, not provide the information unless the receiving person agrees to keep the information confidential, including in the case of Commonwealth Confidential Information, the receiving person must give the Commonwealth a legally binding undertaking to that effect in the form approved by the Commonwealth.

21.5 Additional confidential information

- (a) The Parties may agree in writing during the Agreement Period that certain additional information is to constitute Confidential Information for the purposes of this Agreement.
- (b) Where the Parties agree in writing during the Agreement Period that certain additional information is to constitute Confidential Information for the purposes of this Agreement, this documentation is incorporated into and becomes Confidential Information under this Agreement, on the date by which all Parties have signed this documentation.

21.6 Period of confidentiality

The obligations under this clause 21 continue, notwithstanding the expiry or termination of this Agreement:

- (a) in relation to an item of information described as Confidential Information in a Project Agreement, for the period set out in the applicable Project Agreement; and
- (b) in relation to any information which the Parties agree in writing after the date of this Agreement is to constitute Confidential Information for the purposes of this Agreement, for the period agreed by the Parties in writing in respect of that information or, if no period is agreed in writing, for two years following the expiry or termination of this Agreement.

21.7 No reduction in privacy obligations

The Parties agree that nothing in this Agreement derogates from any obligation which any Party may have under the Privacy Act 1988 (Cth) (Privacy Act) as amended from time to time in relation to the protection of 'personal information' as defined in that Act, or information that is protected by the Census and Statistics Act 1905 (Cth), or any other Law requiring secrecy or confidentiality in dealing with information.

21.8 Return of information

- (a) The Parties agree that at the request of the Commonwealth or on the expiry or termination of the Grant Agreement, each Party must promptly return all of the Commonwealth's physical and written records containing Confidential Information, and all documentation relating to that Confidential Information (including copies), to the Commonwealth in a form reasonably requested by the Commonwealth. Alternatively, the Parties agree that if requested by the Commonwealth, each Party must destroy such items in the manner specified by the Commonwealth and promptly certify to the Commonwealth in writing that it has done so.
- (b) Notwithstanding clause 21.8(a), each Party may retain in safe custody such copies of documents that contain Confidential Information as required by law, regulation, professional standard, reporting requirement or insurance policy to be retained, or that are stored on back-up or archival media in any form.

32. Student involvement

Participants who have enrolled students who are involved in the Activities, or who have students under their supervision, acknowledge and agree that:

- (a) they must ensure that those students comply with clause 21;
- (b) they must ensure that Project IP developed by the student is owned in accordance with clause 20, provided that the student will own the copyright in his or her thesis;
- (c) the only restrictions on publishing a student's thesis will be those reasonably necessary to protect Confidential Information of a Party, Background IP and Project IP;
- (d) an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (e) before a student becomes involved in any Activities, MinEx may require that the student and the research organisation or Participant in which the student is enrolled enter into a written agreement, in a form approved by MinEx, setting out the terms on which the student is involved in the Activities, which will be consistent with the principles in this clause.