



## Commencement Proforma for a Higher Degree by Research Student Enrolled in a Project Financially Supported by DET CRC

Each university supervisor of a student undertaking a DET 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 DET CRC (for which an 'Approval Proforma for a Higher Degree by Research Project' has already been completed).

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

Student's Name:	University:	Scholarship Type (APA/CIPRS/SIRF etc):
Project Title:		
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. Please consider whether an end-user supervisor could beneficially add to the supervisory team):		
Student's Signature (note that in signing this proforma you recognise the obligations and expectations in exchange for DET CRC financial support of your research project that are listed overleaf):		
Name:		
Signature:		
Date:		
Principal Supervisor Approval	DET CRC Project Leader Approval	Education & Training Committee Chair Approval
Name:	DET CRC Project No:	Name:
Signature:	Name:	Signature:
Date:	Signature:	Date:
Date:	Date:	Date:
Comments (note breaks in scholarship):		



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

Students should obtain 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 DET CRC.

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

- (i) The DET 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 DET CRC Participants Agreement (regarding e.g. IP and confidentiality of DET CRC project data). An extract of the Participants Agreement covering student involvement in the CRC, publications and confidential information follows below.
- (iii) Any publication arising from DET CRC projects must comply with the Participants Agreement. It must carry the DET CRC by-line and be approved by the DET CRC (CEO or delegate, see Clause 44.3 of Participants Agreement below). Publications must acknowledge the contributions (if any) made by other Participants and the support of the Commonwealth Government and DET CRC.
- (iv) A DET CRC supervisor or representative must participate in the annual review process of students undertaking a DET CRC-supported project.
- (v) Students must attend the DET CRC's annual conference (at the expense of DET CRC).
- (vi) DET CRC will receive a copy of the student's thesis which will be embargoed for the maximum period of 12 months as set out in the Participants 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 DET CRC in writing and support for that student from DET CRC will cease.

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

- (i) That DET CRC will support the project by providing financial support to the university for three years provided the student remains enrolled.
- (ii) That the university will make clear what support is being provided to the students as a result of DET CRC financial support of the project.
- (iii) That students will be considered and included as part of the DET CRC team and where possible will be provided with additional training opportunities.
- (iv) The DET 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 the Participants Agreement covering student involvement in the CRC, publications and confidential information follows below.**

#### **43. 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 45 (Confidential Information);
- (b) they must ensure that Centre IP developed by the Student is owned in accordance with clause 23 (Intellectual Property), provided that the Student will own the copyright in his or her thesis;
- (c) they must ensure that Agreement Material developed by the Student is owned in accordance with clause 34.1(a);
- (d) the only restrictions on publishing a Student's thesis will be those reasonably necessary to protect patenting opportunities to register Centre IP for DET CRC, Party Confidential Information, Background IP, Centre IP or Centre Confidential Information;
- (e) DET CRC will not inhibit the right of a Student to have his or her thesis examined, but an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (f) before a student becomes involved in any Activities, DET CRC may require that the student and the institution in which the student is enrolled enter into a written agreement setting out the terms on which the Student is involved in the Activities, which shall be consistent with the principles in this clause 43.

#### **44. Publications**

##### **44.1 Publication of information or material**

The Parties acknowledge that the dissemination of knowledge is an important function of the Centre. Nonetheless, the Parties shall not publish any information or material arising from the Activities except in accordance with this clause 44.

##### **44.2 Publication by DET CRC**

Subject to the terms of any applicable Project Details, DET CRC may publish information or material arising from the Activities (excluding, for the avoidance of doubt, any Confidential Information) if it decides, acting reasonably in all the circumstances, that the benefits of publication, having regards to the Centre Objectives, outweigh any potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for DET CRC or the Centre.

##### **44.3 Request for permission**

At least 30 days prior to any submission for publication, a Participant wishing to publish information or material arising from the Activities (**Requesting Party**) must forward a request in writing to the CEO, seeking permission to publish the information or material, and specifying in the request any Centre IP or Centre Confidential Information contained or referred to in the proposed publication.

##### **44.4 Notification**

DET CRC will procure that the CEO will notify the Requesting Party of its decision as to publication of the relevant information or materials within 30 days of receipt of a request. DET CRC's permission may be subject to any conditions that the CEO may reasonably impose, including a requirement that the publication comply with any relevant provisions of the Commonwealth Agreement, and include acknowledgments of:

- (a) the Centre's role in and contribution to the creation of the information or material in the publication; and
- (b) the Requesting Party's affiliation with the Centre.

If the CEO fails to notify the Requesting Party of its decision as to publication of the relevant information or materials within 30 days of receipt of a request the Requesting Party may assume that permission to publish has been granted by DET CRC.

##### **44.5 Grant of permission**

Subject to the terms of any applicable Project Details, if DET CRC decides in its reasonable discretion that the benefits of the Requesting Party's publication, having regards to the Centre Objectives, outweigh the potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for DET CRC or the

Centre, then DET CRC will notify the Requesting Party that permission to publish has been granted, and record that permission in a register which is available to Participants for review upon their request.

#### **44.6 Declining permission**

If DET CRC decides in its reasonable opinion that the benefits of publication, having regards to the Centre Objectives, do not outweigh the potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for DET CRC or the Centre, then DET CRC will notify the Requesting Party to that effect, giving reasons for the decision, and either:

- (a) suggest alterations to the publication so that it does not disclose information affecting the commercially valuable Intellectual Property rights; or
- (b) if altering the publication is impractical, delay publication for a stipulated period as determined by the Governing Board, but not exceeding 12 months (unless otherwise agreed) from the date of the request in the case of a student thesis. Publications proposed by persons other than students may be delayed for such time as the Governing Board reasonably determines.

#### **44.7 Party Confidential Information**

Notwithstanding the other provisions of this clause 44, no Party may publish any information or material containing Party Confidential Information of a Party unless authorised by that Party or unless an exception in clause 45.3 applies.

#### **44.8 Recognition**

Subject always to clause 47, each Participant must ensure that any publication which it makes pursuant to this clause 44 acknowledges the contributions (if any) made by other Participants and the support of the Commonwealth and DET CRC:

- (a) unless directed otherwise by a Participant to be acknowledged or by the Commonwealth or DET CRC (as the case requires); and
- (b) provided that a Participant may not use the logo of any other Party without the prior written consent of that Party.

### **45. Confidential Information**

#### **45.1 Obligation**

Except as otherwise provided in this clause 45, each Party must keep confidential and not disclose any Confidential Information.

#### **45.2 Permitted use and disclosure**

Each Party may:

- (a) use Confidential Information only for the purposes of this agreement;
- (b) disclose Confidential Information to its:
  - (i) employees;
  - (ii) directors and officers;
  - (iii) Related Entities; and
  - (iv) Legal, financial or other professional advisors, who have a need to know for the purposes of this agreement (and only to the extent that each has a need to know), but only if disclosure is made subject to an obligation of confidentiality in accordance with clause 45.6 and the disclosure does not prejudice DET CRC's ability to apply for protection of any Centre IP;
- (c) use and disclose Confidential Information to the extent, and in the manner, authorised under Project Details;
- (d) disclose Confidential Information to a proposed transferee of any shares in a Party or any related Entity of that Party subject to the propose transferee executing a deed in favour of the other Parties to the effect that it is obliged to treat the information as confidential in the same manner and to the same extent as the disclosing party is required to do under this agreement;
- (e) disclose Confidential Information to the extent required by law; and
- (f) if the Party is the Commonwealth or CSIRO, disclose Confidential Information to its responsible Minister or in response to a request by a House or a Committee of the Parliament.

#### **45.3 Exceptions**

- (a) The obligations imposed on a Party by this clause 45 will not apply to Confidential Information which:

- (i) prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;
  - (ii) is received by a Party from a third Party without any obligation to hold in confidence and which has not been obtained by that third Party directly or indirectly from any Party;
  - (iii) is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information;
  - (iv) in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party; or
  - (v) in the case of Centre Confidential Information, DET CRC has agreed may be disclosed by that other Party.
- (b) A Party is not obliged to maintain the confidentiality of its own Party Confidential Information.

#### **45.4 Onus**

The receiving Party has the onus of showing that any of the above exceptions apply.

#### **45.5 Combination of information**

A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.

#### **45.6 Employees**

Each Party must use its reasonable efforts during the Term and for a period of 3 years thereafter, to ensure that:

- (a) its respective employees, directors, officers and advisors and the employees, directors, officers and advisors of its Related Entities who participate in the Activities or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 45 as though Parties to this agreement; and
- (b) any of the above mentioned employees, directors, officers and advisors who cease to be employees, directors, officers or advisors must continue to be bound by such obligations of confidentiality.

#### **45.7 Survival**

The obligations of confidentiality imposed on a Party will survive termination of this agreement or the Party's expulsion or retirement from the Centre.