ECE PART IV STUDENT RESEARCH PROJECT

INDUSTRY SPONSORSHIP AGREEMENT

INTRODUCTION

*[Company Name]* ("Sponsor") has agreed to sponsor a Part IV Student Research Project to be undertaken by a group of 4th year students (“Student(s)”) in the Department of Electrical and Computer Engineering (“ECE”) at the University of Auckland (“University”) under the supervision of an academic staff member (“Supervisor(s)”).

This Agreement sets out the terms and guidelines upon which the sponsored Part IV Research Project will be conducted.

**SPONSORSHIP DETAILS**

|  |  |
| --- | --- |
| Sponsorship Amount: | NZD $2,000 (excl. GST) *[recommended]* |
| Sponsor Representative: |  |
| Address: |  |
| Email & Phone: |  |
| Sponsor Support: | *e.g. Student Mentoring, Consumables, Specialised Test Apparatus, Development Tools, etc.* |

**PROJECT DETAILS**

|  |  |
| --- | --- |
| Research Project Title: |  |
| Student(s): | *[Can be pre-allocated or listed in the system for students to bid]* |
| University Supervisor(s): |  |
| Research Description: |  |

AGREEMENT

The parties agree to collaborate on the Part IV Student Research Project detailed above and to the Terms and Guidelines attached.

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of **The University of Auckland** by *[Supervisor Name]*:    Signature    Date | **SIGNED** for and on behalf of  *[Company Name]*by *[Representative Name]*:    Signature    Date |

**TERMS AND GUIDELINES**

# PURPOSE

## The Sponsor acknowledges that the primary purpose of the Sponsorship is to enable the academic advancement of the Student(s), offering support and experience with industry during the completion of academic requirements for courses of study.

# PROJECT WORK

## The Sponsor accepts that, given that Student(s) undertake project work as a component of their academic studies, the project scope, timeframes, direction of the work and the supervision of the Student(s) are ultimately the responsibility of the University.

## The Supervisor(s) and the Sponsor acknowledge that the project scope must meet academic requirements and learning outcomes of the course of study.

## The Sponsor is encouraged to participate in progress meetings with the Student(s) and Supervisor(s) as well as mentor Student(s) on leading edge industry practices.

## If Sponsor Support is withdrawn for any reason, the University shall continue with the Project to minimise disruption to the Student(s).

## The Sponsor agrees that this Agreement shall not limit the University, the Supervisor(s) or the Student(s) from engaging in similar research and projects carried out independently under other grants, contracts or agreements with parties other than the Sponsor.

2.6 The University agrees to share the research findings, outputs, and any formal reports in relation to the Project with the Sponsor at completion of the Project Work.

# COSTS AND BILLINGS

## The Sponsorship Amount will be used to support the Part IV project activities as well as teaching and research activities in ECE.

## The amount specified in the Sponsorship Details as the Sponsorship Amount, which is non-refundable, will be payable by the Sponsor.

## Once the project is setup and student allocation is complete, the University will issue an invoice to the Sponsor for the amount specified.

## Any support offered by the Sponsor as specified under Sponsor Support shall be organised by the Sponsor and where applicable is payable by the Sponsor.

# INTELLECTUAL PROPERTY

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

4.2 Where the Research Project has solely originated from the Sponsor and the Student and Supervisor have not made any inventive contribution, all right, title and interest to any intellectual property arising out of the Research Project (‘Project IP”) shall vest solely in the Sponsor upon creation

4.3 In the case of 4.2, the Sponsor grants the Students, Supervisor and the University a license to use the Project IP for academic and research purposes.

4.4 Where the Student(s) and/or Supervisor have made inventive contribution to the Project IP, then the rights to the Project IP are jointly held by the Student, or, if by the Supervisor, by the University of Auckland, and the Sponsor, as the case may be.

4.5 Where the Student(s) and/or Supervisor jointly own Project IP with the Sponsor, the Parties will negotiate an agreement, setting out the protection of, management and commercialisation of the Project IP, on commercial terms to be agreed in good faith negotiations.

# LIABILITY AND WARRANTY

## The Sponsor acknowledges that this is an agreement to sponsor a Part IV Research Project, where the success and outcomes of the Research Project cannot be predicted nor guaranteed. The Student(s) or the University give no warranty or undertaking as to the outcome of the Research Project or suitability of any outcomes for any purpose.

## To the extent permitted by law, the Sponsor and the University shall not be liable to each other for any loss or damage whatsoever and howsoever caused arising directly or indirectly out of this Agreement.

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

# CONFIDENTIALITY

## Without limiting the University or Student(s) ability to publish as set out in clause 7, confidential information relating to the Research Project including, but not limited to, the results, and the business affairs of the University, the Sponsor and the University, should be kept strictly confidential.

# PUBLICATION

## The Sponsor acknowledges that in order to meet the academic course requirements, a formal report, technical seminar and a project demonstration are required to be completed by the Student(s).

## Prior to any presentation, demonstration, submission of reports or academic publications, the Sponsor will be given the opportunity to exclude any commercially sensitive material that will not affect the quality of the publications.

## The Sponsor agrees not to compromise the ability of the Student(s) to adequately present the Research Project and any Results in order to meet the academic requirements necessary to complete the course of study.