

<Date>

<External Partner Name>

<External Partner Contact Email>

## Summer Research Scholarship 2024/2025

### Part A: Agreement for services

This letter, and the attached Part B: Terms & Conditions, records our agreement (**'Agreement'**) in relation to Te Herenga Waka – Victoria University of Wellington's Summer Research Scholarship Programme (**'Programme'**). This Programme aims to encourage more students into postgraduate study by giving them a stimulating and rewarding research experience.

The Research Trust of Victoria University of Wellington (**'the University'**) and **XXXX** (**'Partner'**) agree to jointly support the placement of a student(s) under the Programme to carry out a Research Project (**'Project'**). The University and the Partner are referred to as the 'Parties', and individually as a 'Party'.

The University agrees to provide appropriate academic supervision of the Student(s) during the delivery of the Project (**'University Supervisor'**). The University Supervisor will be available to liaise with the Partner during the term of this Agreement.

### Project and Services

Under this Agreement, one or more students (each a **'Student'**) will be provided by the University to undertake the research project as set out in Part C: Project Schedule (**'Schedule'**). The Schedule includes a description and the location of the Project, the University Supervisor name and the name of the Student(s) who will work with the Partner. The Project will commence on the Commencement Date stated in the Schedule.

The Parties agree that this Agreement is conditional upon there being a student(s) selected for the Project and the Student agreeing to comply with the Student Responsibilities in this letter.

The Student(s) will complete 400 hours undertaking the Project, over approximately 10 weeks (excluding public holidays).

### Term of Agreement

This Agreement will commence on the Commencement Date in the Schedule and will continue until 31 March 2025 or terminated in accordance with this Agreement, whichever is earlier.

### Terms of Payment

The Partner will pay **\$8,000.00** to the University per Project per Student. Payment will be made upon receipt of an appropriate invoice. As this funding is for a scholarship, the payment is GST exempt.

### Student Responsibilities

For the duration of the Project, the Student will:

- comply with the Partner's health and safety policies, confidentiality and disclosure of sensitive information policies, and any other reasonable policy of the Partner, provided that the Partner

provides copies of such policies to the Student and the University prior to the commencement of the Project;

- comply with the reasonable instructions of the Partner from time to time; and
- take reasonable care for his/her/their own health and safety and take reasonable care to ensure that he/she/they does not do anything to affect the health and safety of others.

## Your Responsibilities

The Partner must provide a working environment for the Project that promotes the health, safety and wellbeing of the Student. The Partner must notify the University promptly if the Student requests or requires wellbeing assistance.

**The Partner acknowledges that the Student cannot commence their project before the agreement is signed by all parties and returned to the Scholarships Office together with a Purchase Order.**

## University Contacts

The University Supervisor listed in the Schedule will be the primary contact for this Agreement and the Project.

Te Herenga Waka – Victoria University of Wellington welcomes feedback on the Summer Research Scholarship Programme. Any feedback, issues or disputes can be notified to [summer-research@vuw.ac.nz](mailto:summer-research@vuw.ac.nz).

## Authorisation

To formally record your agreement to the terms and conditions set out in **Part A** and **Part B** of this Agreement please sign and date a copy of this letter and return to [summer-research@vuw.ac.nz](mailto:summer-research@vuw.ac.nz) by **no later than 31 October 2024**.

## Te Herenga Waka – Victoria University of Wellington

Name of Authorised Signatory: Claire Williams

Position: Manager, Scholarships Office

Date:

**Partner:**

**Student**

Name of Authorised Signatory:

Name:

Position:

Date:

Date:

## Part B: Terms and conditions

### 1 Definitions

1.1 In addition to the terms defined in Part A, for the purpose of this agreement:

“**Commencement Date**” means the commencement date set out in the Schedule;

“**Confidential Information**” means all information provided by a party (“**Disclosing Party**”) to another party (“**Receiving Party**”) to this agreement, whether oral or written, whether in tangible form or not, whether before or after the date of this agreement and includes, but is not limited to, patent applications, inventions, algorithms, software, know-how, data, drawings, samples, charts, tables, reports, instructions, manufacturing processes, marketing plans, business plans, product samples, material samples, manuals, diagrams, pictures, and any information of a third party in the Disclosing Party’s possession but does not include information which:

- (a) at the time of disclosure is publicly known or becomes publicly known without breach by the Receiving Party of its obligations under this agreement. Information is not “publicly known” only by reason of being embraced by more general information which is publicly known;
- (b) is lawfully received by the Receiving Party from a third party not owing (directly or indirectly) any obligation of confidentiality to the Disclosing Party;
- (c) is already known to the Receiving Party at the time of disclosure; or
- (d) is independently acquired or developed by the Receiving Party without the benefit or use of the Confidential Information of the Disclosing Party, as established by the records of the Receiving Party.

“**Contact Person**” means, in relation to the Partner and the University, the person specified in Part C of this agreement or any replacement thereof nominated in writing by that party in accordance with clause 12.1 and in relation to the Student, means the Student.

“**Dispute**” means any disagreement between the parties arising out of or in connection with this agreement.

“**Intellectual Property Rights**” includes all intellectual or industrial property rights whatsoever in any part of the world, without limitation, all rights in any patent, patent application, copyright, trade mark, design, know-how, database right, topography right, right of confidence, trade secret and including all such rights or similar rights in any invention, device, material, data, drawing, sample, method, process, text, algorithm, software, get-up, or anything similar thereto whether or not registered or capable of registration.

“**Law**” means any New Zealand Act of Parliament, or any rule, regulation, order or bylaw made under any subsidiary legislation or otherwise by any local authority or any statutory undertaking which has any jurisdiction with regard to the Project.

“**Results**” include, all outcomes, conclusions, products, discoveries, inventions, reports, records, data (in whatever form or format including all supporting data), materials (including substances, compounds and biological and genetic materials), research processes, research protocols, lab books, associated documents and research notes, memoranda and other writings and drawings (whether or not patentable or otherwise capable of intellectual property protection), created, discovered, invented, reduced to practice or developed during or as a result of performance of the Project.

“**University**” means Research Trust of Victoria University of Wellington.

“**University Supervisor**” is a member of University academic staff who is an academic supervisor of Student with oversight of quality, performance, disputes and related academic management issues.

“**Working Day**” means any day other than a Saturday, Sunday, public holiday in Wellington, or any day from 25<sup>th</sup> December to 2<sup>nd</sup> January in any year.

### 2 The Project

2.1 The University will use reasonable endeavours to:

- (a) ensure that the Student commences the Project on the Commencement Date;
- (b) ensure that the University Supervisor, the Student, and any other of its other personnel involved in the Project exercise all reasonable care and skill in carrying out the Project;
- (c) ensure that the Student completes the Project (and any part thereof) and provides all deliverables to the Partner in accordance with the timeframes specified in the Schedule;
- (d) comply with all applicable laws and regulations in performing its obligations under this agreement and ensure that the University Supervisor and the Student do the same;
- (e) ensure that the Student attends all meetings relating to the Project convened by the Partner to which they may reasonably be summoned;
- (f) provide an appropriately qualified University Supervisor to provide academic supervision of the Student during the course of the Project and provide access to appropriate University facilities as required;
- (g) immediately advise the Partner in writing where it becomes aware that the Student is unable to complete the Project, or is no longer a student of the University.

- 2.2 The Partner will:
- (a) provide appropriate supervision and feedback to assist the Student with the Project; and
  - (b) when necessary, provide appropriate laboratory space/facilities, and meet operating and overhead costs for the Student during the course of the Project.
- 2.3 If the Partner requires any variation to the Project, while being conscious of and taking into account 2.2(a), the Parties will act in good faith to discuss such variation and any consequential amendments to the Project timeframes.

### **3 Supervisor**

- 3.1 The University must not remove the University Supervisor without first consulting with the Partner unless such person becomes incapacitated or no longer in the employment of the University, whereby the University shall give the Partner notice forthwith on becoming aware of any such event.

### **4 Fees and Payment**

- 4.1 No Fees or any other expense other than those specified in Part A will be payable by the Partner.
- 4.2 Payment of all Fees owing under this agreement will be made by the Partner to the University by the 20<sup>th</sup> of the month following the month in which the Partner received a correct itemised tax invoice for the relevant Project from the University.
- 4.3 The University is solely responsible for ensuring the Student receives the appropriate payments or other benefits arising from the Partner's payment of the Fees under this agreement.

### **5 Intellectual Property Rights**

- 5.1 All Intellectual Property Rights subsisting in a party prior to the commencement of the Project or developed outside the terms of this agreement ("**Background IP Rights**") shall remain the exclusive property of that Party.
- 5.2 To the extent it is able, each Party grants to the others a royalty-free, irrevocable, non-exclusive licence to use the Background IP required for the Project, for the Project, for the duration of the Agreement only.
- 5.3 Intellectual Property Rights arising as a result of the Project (Project IP), other than copyright in any Publication, shall vest solely in the Partner once full payment of the Fees is received.
- 5.4 The Partner grants the University an irrevocable, non-exclusive, royalty-free, perpetual licence to use the Project IP for education, research purposes and commercialisation in fields non-competitive to the Partner.
- 5.5 Neither party makes any warranty or representation that the Project IP or its Background Intellectual Property Rights will not infringe any third party rights. Each party will immediately notify the other if it becomes aware or suspects that any third party's Intellectual Property Rights infringes the Project IP or that the Project IP infringes any third party Intellectual Property Rights.
- 5.6 The Parties agree that (subject to clause 6) copyright of:
- (a) the final reports written by the Student shall belong to the Student; and
  - (b) reports, articles and papers for publication in the scientific literature and/or presentations, whether published or not, shall belong to the authors as appropriate.

### **6 Confidential Information & Publication**

- 6.1 Each Receiving Party must:
- (a) treat as confidential, and take all action necessary to maintain the confidential nature of, the Confidential Information of the Disclosing Party;
  - (b) restrict access to the Confidential Information to their employees, contractors, students, representatives and agents on a strictly "need to know" basis; and
  - (c) where Confidential Information is to be disclosed to third parties, ensure that the relevant student or third party has entered into an agreement that reflects the provisions of this clause.
- 6.2 The University may make publications or presentations regarding the Project ("**Publication**"), provided that it shall first deliver the proposed text of the Publication to the Partner at least 10 Working Days prior to submission of the same to any publisher or other third party, and the Partner consents to Publication (such consent not to be unreasonably withheld).

### **7 Health and Safety and Pastoral Care**

- 7.1 The Parties must comply with their obligations under:
- (a) The Health and Safety at Work Act 2015 ("**HSW Act**"); and
  - (b) The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 ("**Pastoral Care Code**").
- 7.2 If the Student undertakes the Project at the premises or controlled site of the Partner will (without limiting its duties under the HSW Act):
- (a) Ensure the health, safety and wellbeing of the Student, as far as reasonably practicable;

- (b) advise the Student as to what is required of them in relation to health and safety, safety equipment, emergency evacuations, the reporting of accidents, hazards and Notifiable Events (within the meaning of the HSW Act) relating to the Project;
  - (c) provide a site induction and safety briefing to the Student prior to the performance of any of the Project. If applicable, the Partner must also provide copies of the health and safety management plan for the site that is relevant to the Project;
  - (d) provide all necessary personal protection equipment to the Student (if required for the performance of the Project) unless otherwise agreed in writing; and
  - (e) ensure that any plant, tools and equipment used in performing the Project are in a safe and serviceable condition and used in accordance with their operating instructions.
- 7.3 The Partner must promptly notify the University if it becomes aware that, or reasonably suspects that:
- (a) The Student requests or requires wellbeing assistance;
  - (b) The Student has been subject to discrimination, racism, bullying, harassment or abuse; and/or
  - (c) The Student has been involved in a Notifiable Event.
- 7.4 The Partner must provide any information and assistance reasonably requested by the University in connection with this clause and/or the Pastoral Care Code.
- 7.5 If the University considers that the working conditions or behaviours of the other workers on the Partner's site could cause a risk to the health, safety, or wellbeing of the Student, the University may direct the Student to cease performing the Project immediately and any resulting delays in the Project will not constitute a breach of the Agreement by the University. If the situation is not rectified by the Partner within a reasonable time, the University will be entitled to terminate this Agreement on immediate notice and without liability.

## 8 Term and Termination

- 8.1 This agreement will commence on the Commencement Date and continue for the Term, unless terminated sooner in accordance with the terms of this agreement.
- 8.2 The Partner may terminate this agreement at any time with 5 Working Days' notice to the University where its own funding (including any externally derived funding) in connection with the Project is suspended or terminated.
- 8.3 Without prejudice to any other right or remedy it may have, a party ("**the Terminating Party**") may terminate this agreement forthwith by written notice to the other party ("**the Defaulting Party**") on the happening of any of the following:
- (a) The commission of a material breach of this agreement by the Defaulting Party provided that, if such breach is capable of remedy, notice of termination shall not take effect unless the Defaulting Party has failed to remedy such breach to the reasonable satisfaction of the Terminating Party within 10 Working Days following receipt by the Defaulting Party of notice of termination specifying the breach concerned;
  - (b) The commencement of a winding up of the Defaulting Party (otherwise than for the purposes of a solvent reconstruction of the Defaulting Party) or the appointment of a receiver, statutory manager or other similar functionary over any of the assets or undertakings of the Defaulting Party; or
  - (c) The Student is no longer a student of the University; or
  - (d) It becomes apparent that the objectives of the Project are unlikely to be achieved and it is determined that it is not possible to modify the Project to the reasonable satisfaction of the Terminating Party.
- 8.4 The termination of this agreement shall not relieve a party of due performance by such party of any obligation assumed by or imposed on that party under this agreement at any time prior to termination.
- 8.5 Should this Agreement be terminated before the expiry of the Term, the University shall refund to the Partner a pro-rata proportion of the Fees for the remainder of the Term calculated based on the number of hours still to be worked as at the date of termination.
- 8.6 The clauses pertaining to reports, confidentiality, warranties, liability, publication, disputes and jurisdiction survive termination of this agreement.

## 9 Disputes

- 9.1 This clause does not apply to any dispute involving the Student and the University. The University is the final arbiter in managing the degree being undertaken by the Student.
- 9.2 In the event of any Dispute the Contact Person of the applicable parties will negotiate in good faith in an attempt to resolve the Dispute.
- 9.3 If the Contact Persons are unable to resolve a Dispute within 10 Working Days (or such longer period as the parties may agree) of both Contact Persons being made aware of the existence of the Dispute, the matter will be referred to senior representatives of both parties who will then negotiate in good faith in an attempt to resolve the Dispute.
- 9.4 Other than in the case of urgent interlocutory relief, no party will instigate any arbitration or court proceedings in relation to a Dispute, unless and until the dispute resolution procedures set out in clauses 9.2 and 9.3 have been exhausted.

- 9.5 If the senior representatives of both parties are unable to resolve a Dispute within 15 Working Days of the Dispute being referred to them in accordance with clause 9.3, the parties may agree to refer the Dispute to mediation or arbitration, or either party may refer the dispute to any court of competent jurisdiction as they determine.
- 9.6 Notice of any dispute must be copied to [summer-research@vuw.ac.nz](mailto:summer-research@vuw.ac.nz).

## 10 Liability

- 10.1 The Parties acknowledge that this is an agreement to carry out research, the results of which cannot be predicted. Further, the Parties acknowledge that the Project will be conducted by the Student who may not be experienced in research of any kind and whose work cannot be controlled by the University or the Partner. The University does not give any warranty or undertaking as to the suitability of the Project or the Results for any purpose.
- 10.2 The Partner shall have no liability to the University under this Agreement arising from a failure to make available a suitable research project. Without prejudice to the foregoing, the Partner's liability to the University in total arising out of or in relation to this Agreement is limited to the Fees and excludes any consequential or indirect damages, losses or expenses.
- 10.3 The University shall not be liable to the Partner in the event that the Student fails to complete the Project, provided that notice of the Student's failure to complete is provided to the Partner as soon as practicably possible after the University has been notified.
- 10.4 The University will use reasonable endeavours to ensure that the work on the Project specified in this Agreement, is conducted by its employees and Student to the best of their abilities. However, neither the University nor any member of the University shall be under any liability to the Partner for damage or loss suffered by any party resulting from their use of the Results of the Project.
- 10.5 The liability of the University to the Partner in total, howsoever caused, arising out of, or relating, to the obligations under this Agreement is limited to the Fees and excludes any consequential or indirect damages, losses or expenses
- 10.6 The University warrants and represents to the Partner that the University has public liability insurance cover of a sufficient amount in place at all times covering the University in respect of public liability that may arise as a result of the University undertaking its responsibilities in respect of the Project to the extent that the University is legally liable and held vicariously liable for the act, error or omission committed by the Student while undertaking the Project. Details of such cover must be provided to the Partner upon written request by the Partner.

## 11 Independent Contractor

- 11.1 In the performance of the Project:
- (a) The University and the Partner shall be deemed to be and shall be independent contractors;
  - (b) No Party is authorised or empowered to act as an agent for another Party for any purpose and shall not on behalf of another Party enter into any contract, warranty, or representation as to any matter. No Party shall be bound by the acts or conduct of another Party.

## 12 General

- 12.1 **Contact person:** The Partner or the University may change its Contact Person by written notice to the other parties.
- 12.2 **Waiver:** A failure by a party to enforce a provision of this agreement will not constitute a waiver of any right to future enforcement of that or any other provision.
- 12.3 **Notices:** Any notice required or permitted to be given to a party under this agreement will be delivered or sent by registered post addressed to the normal address of the other party, with a supplemental copy to be sent by facsimile transmission or electronic mail. Any notice sent by registered post will be deemed to have been received on the 5th Working Day following posting by registered post and any notice sent by registered post anywhere else in the world will be deemed to have been received on the 10th day that is not a statutory holiday in that county following posting by registered post.
- 12.4 **Modification:** No modification of this agreement shall be valid unless in writing and signed by an authorised signatory of each party.
- 12.5 **Binding nature:** This agreement will be binding upon the successors and permitted assigns of the parties.
- 12.6 **Severability:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability: all other terms in the Agreement shall remain in full force.
- 12.7 **Entire agreement:** This contract records the entire agreement, and prevails over any earlier agreement, concerning its subject.
- 12.8 **Applicable law:** This agreement will be governed by, and construed in accordance with, the laws of New Zealand.
- 12.9 **Privity:** Nothing in this agreement shall confer on any third party the right to enforce any provision of this agreement.

## Part C: Project Schedule

This Schedule is intended for use as an attachment to the agreement for services in relation to Te Herenga Waka – Victoria University of Wellington’s Summer Research Scholarship Programme between Research Trust of Victoria University of Wellington (**‘the University’**) and the Partner.

<b>Project number</b>	
<b>Partner name</b>	
<b>Project title</b>	
<b>Commencement Date</b>	Between 04 November – 02 December 2024 (Final Commencement Date to be arranged with student, Partner and University Supervisor and subject to the agreement between all parties being signed, prior to commencement of project)
<b>End Date</b>	21 February 2025 or upon final completion (End date to be agreed upon before commencement of Project to ensure full Project hours are completed).
<b>Project description and objectives</b>	
<b>Project Deliverables</b>	The Project deliverables for the Project are: (a) (b) (c)
<b>Student name</b>	
<b>University Supervisor</b>	
<b>External Partner Supervisor</b>	