

2019 Perth Biodesign Course Terms and Conditions

COMMITMENT

Class sessions are Wednesdays 5:00-7:30pm May 15th-November 13th, as well as 3 Saturday sessions on May 4th, July 13th and October 19th. Unless otherwise agreed, participants are committing to attend every class session and meet deliverables. We estimate that the weekly commitment outside of class, such as working with your team members, will be on average 8 hours. Applicants who are short-listed agree to be interviewed.

Participants agree to self-fund all course materials to participate in the class. Course fees are to be paid **prior to 6pm Fri 26th of April**. Failure to pay course fees by the deadline will void the offer to participate in the course.

The full cost of participation is \$5,000 incl GST without scholarship. **Scholarships** are provided to applicants affiliated with Accelerating Australia WA consortium members, to those in financial hardship and/or at the discretion of Accelerating Australia. Applicants are encouraged to enquire as to the availability of scholarships in this application. Scholarships cover \$4,000 of the course fee, thus scholarship recipients are required to contribute \$1,000 incl GST. If the participant completes the course and fulfils the requirements, \$500 will be returned at the end of the course.

Participants require a police clearance, necessary vaccinations and need to enrol in patient confidentiality online modules before entering clinical settings for their clinical immersion experience. Depending on the clinical setting, participants may require a working with children check.

INTELLECTUAL PROPERTY

Ownership. The intent is that benefits of Intellectual Property (IP) developed by participants during the course will belong to the participants in accordance with their contribution and commitment to the project, whether this is through engineering, business, scientific or medical expertise and efforts. Accelerating Australia can assist the participants in distributing these IP rights in a fair and effective manner. We are creating the environment and provide the early-stage commercialisation training for the inventions to take place, as well as the business case to be developed. Accelerating Australia has a strong interest in seeing the teams and their IP being successful.

Any IP developed during the course will be owned by the participants as tenants in common and any proceeds from the commercialisation of the IP (whether from a sale, licensing or otherwise) will be distributed in accordance with the % share allocated to each entitled participant. Each participant's % share will be allocated in accordance with the participant's contribution and commitment to the project. Prior to the commencement of the project, Accelerating Australia will provide a policy as to the procedures and criteria to be applied when allocating the % shares among team members and the means by which disputes can be resolved (the Policy). The participants must abide by and follow the Policy. If a participant does not agree to the Policy, he or she will not be able to participate in the project.

The participants will use their best endeavours to agree the allocation of % shares of IP among team members in accordance with the Policy. If agreement cannot be reached, an independent committee appointed by Accelerating Australia will decide the % shares based on the Policy and such decision will be final and binding on each participant.

Applicants agree and acknowledge that they are not subject to any IP or other agreements, which might prevent the above terms from applying.

Accelerating Australia, its consortium members or MTPConnect will not be responsible for any costs associated with IP commercialisation. Perth Biodesign faculty will support the teams with advice and mentoring during the course until the final pitch night on the 13th of November. Requests by the teams for ongoing advice and mentorship after the course can be discussed with the Perth Biodesign faculty and will be considered on a case-by-case basis depending on the circumstances.

Confidentiality. To protect the intellectual property created in the course, participants agree not to disclose any confidential information shared with them and not to disclose details of their or other team's projects during the course or afterwards for the duration of 10 years following the cessation of the course (subject to the publication of any confidential information by a party entitled to publish it).

Participants who participate in clinical activities agree not to discuss, distribute or keep record of any patient identifying information (written or visual).

The Perth Biodesign course is run by Accelerating Australia of which the Centre for Entrepreneurial Research and Innovation (CERI) is the Consortium Lead. CERI may enter into confidentiality agreements with third parties (such as mentors) as agent for and on behalf of participants in the Course and you appoint CERI your agent for this purpose.

Inventorship. Whether a person is named as an inventor of any patentable invention will depend on whether such person is entitled to be named as an inventor or co-inventor under Australian law. Note: under the Perth Biodesign program, business strategy, planning and other activities are considered contributions to the project. Thus, even though the team members providing business or other expertise may not be named as inventors on a patent, their contribution to the project will be recognised as appropriate as per the Policy.

Participants warrant that they will not bring any pre-existing IP to the course without first disclosing such IP to the Perth Biodesign faculty and obtaining its written consent.

PROFESSIONALISM

Accelerating Australia agrees not to make public any information contained within or associated with this application without the participant's written consent. Participants agree to engage in professional behaviour during the course.

Participants will not hold the Perth Biodesign faculty, Alumni fellows, business mentors, coaches, guest speakers, Accelerating Australia, its consortium members, MTPConnect or any other individuals or organisations associated with the Perth Biodesign course liable for any information provided in the course or for any other actions arising in connection with it.

Accelerating Australia has the right to remove a participant from the course for failure to abide by the terms and conditions of the course, without warning and prejudice against Accelerating Australia. If such a situation occurs, course fees directly paid by the participant will be refunded for the weeks left in the course.

ACCEPTANCE

Please indicate that you accept the Terms & Conditions by signing below and returning a scanned copy along with the rest of your application pack.

Signature

Name

Date