

Participant Terms and Conditions

Green Light Fellowship is a practical program administered and managed by the Climate Change Cluster (C3), a research institute of the University of Technology Sydney (UTS). C3 also administers and manages the Deep Green Biotech Hub. The program is dedicated to supporting the development of algae biotech solutions in NSW through technical workshops and a laboratory residency model.

Supported by C3 and the Deep Green Biotech Hub (DGBH) and hosted by UTS, the program leverages the research strength of C3 to support NSW small to medium enterprises (SMEs), startups and eligible individuals working in algae biotechnology. The Fellowship combines three technical workshops with a competitive 8-week laboratory residency in a PC1 facility, with a focus on practical education, technical capability development and sustainability-oriented innovation.

Participants selected to join the Green Light Fellowship may participate in the workshop program and, if separately approved in writing, the laboratory residency component. These Terms and Conditions apply together with any signed Participation Agreement, Lab Access Schedule and approved Green Light Fellowship application. These Terms and Conditions set out program-level participation conditions only.

Any laboratory or facilities access is not automatic and, where approved, is governed exclusively by a signed Green Light Fellowship Participation Agreement and applicable Lab Access Schedule and UTS Startups Incubator License, which prevail to the extent of any inconsistency. The Fellowship is fully subsidised and any facilities, equipment, consumables, technical support or laboratory access are only provided to the extent expressly made available by UTS, C3 or DGBH.

Please see "Schedule 1" for the Terms and Conditions of the access to UTS Startups.

1. Eligibility

- (a) Applications for participation in Green Light Fellowship workshops must be from NSW-based startups, SMEs or individuals working in algae biotechnology, food, climate innovation or related sustainability-focused fields, consisting of members over the age of 18 years.
- (b) Applicants seeking laboratory residency access must, in addition to any application requirements notified by DGBH, have attended at least one Fellowship workshop, accepted these Terms and Conditions, submitted a proposal, and provided evidence that they hold, or can obtain prior to commencement, the insurances required by UTS as set out in the Participation Agreement and Lab Access Schedule.
- (c) For the purposes of the Fellowship, an SME is generally understood to be a small to medium enterprise operating in NSW. DGBH may request reasonable evidence of business status, operations and alignment with the Fellowship objectives during the application process.
- (d) A startup is defined as an early-stage business or venture developing a product, service or capability relevant to the algae biotechnology sector or related sustainability applications. DGBH may determine whether an applicant meets this description at its discretion.
- (e) As part of the application, each applicant must nominate an authorised representative to act as the primary point of contact with C3. The authorised representative must be authorised to submit documentation, make decisions on behalf of the applicant, and bind the applicant to the obligations under these Terms and Conditions and any related Participation Agreement.

2. Application

- (a) By applying to participate in the Green Light Fellowship, the applicant agrees to be bound by these Terms and Conditions as well as any other regulations and guidelines designated by Green Light, DGBH

or UTS and notified from time to time.

- (b) Each team is only eligible to make a single application per relevant workshop intake or laboratory residency round, unless otherwise permitted by DGBH.
- (c) Applications may be submitted in the form specified by DGBH, including by expression of interest for workshops and by proposal-based application for laboratory residency. UTS does not accept responsibility for the ongoing operation or availability of any third-party application platform.
- (d) Applications will be assessed by an assessment panel nominated by C3 and DGBH. For laboratory residency applications, the assessment panel may evaluate matters including commercial viability, innovative potential, alignment with program objectives and overall suitability for the Fellowship.
- (e) Applicants acknowledge that assessment of applications and suitability to participate in the Green Light Fellowship will be at the discretion of the Assessment Panel based on any criteria deemed relevant by C3 and DGBH.
- (f) The Assessment Panel may accept or reject applications without providing reasons for its decision, and neither the Assessment Panel, UTS nor DGBH is obliged to enter into any further agreement or discussion with an applicant following its application.
- (g) Applicants acknowledge that, in order to submit a valid laboratory residency application, they may be required to demonstrate attendance at the required Fellowship workshops and provide all information requested in relation to their proposed project, laboratory activities and compliance requirements.

3. Program

- (a) The Green Light Fellowship will be delivered over a defined program period determined by C3 and DGBH. The program includes three technical workshops and, for selected applicants only, an approximately 8-week laboratory residency.
- (b) The dates, timing and delivery format of Green Light Fellowship workshops, residency activities and related program components are indicative only and may be reasonably adjusted by C3 or DGBH.
- (c) Selection into the workshop component does not guarantee selection into the laboratory residency. Any laboratory residency participation or laboratory access must be separately approved in writing by UTS and documented in a Participation Agreement and, where applicable, a Lab Access Schedule.
- (d) Participants in the Green Light Fellowship may be required to engage in:
 - (i) attendance at one or more technical workshops;
 - (ii) briefings, inductions and safety training;
 - (iii) program meetings, check-ins and reporting requirements;
 - (iv) where selected, participation in the laboratory residency in accordance with access conditions, with a minimum attendance rate required for the laboratory residence as notified by C3 or DGBH;
 - (v) networking or startup ecosystem events made available through UTS Startups or related partners; and
 - (vi) any other compulsory workshop, briefing, meeting or activity notified by C3 or DGBH.
- (e) Workshops and resources are subject to availability, and the type, nature, and availability of workshops and resources are subject to change based at the discretion of C3.
- (f) In order to remain in the program, participants are required to participate in mandatory components notified by C3 or DGBH, including inductions, required workshops, residency briefings, compliance steps, progress reporting and post-program surveys where applicable.
- (g) Participants may only undertake the project, laboratory activities and related program work described in their approved Green Light Fellowship application, as varied only with prior written approval from UTS, C3 or DGBH.
- (h) Participants acknowledge that they are solely responsible for carrying out their own approved project work. Unless separately agreed in writing, UTS, C3 and DGBH do not undertake, conduct, perform analyses, manage or assume responsibility for the participant's research, testing, analysis or project delivery activities.

- (i) The Green Light Fellowship will operate from premises located at UTS, Sydney, and participants acknowledge that workshop and laboratory residency access may be limited to specified locations, staffed hours and approved areas as determined by UTS, C3 or DGBH.
- (j) Participants understand that access to C3 and UTS facilities and infrastructure is limited, non-exclusive, and subject to approval, supervision, inductions, risk assessments and any separate access conditions set out in a signed Participation Agreement or Lab Access Schedule. Laboratory access (where approved) is subject to the conditions set out in the participant's signed Participation Agreement and applicable Lab Access Schedule, and may be supervised, restricted, suspended or revoked by UTS at any time.
- (k) Attendance and entry at any premises from which the Green Light Fellowship program is being operated is at the sole risk and expense of the Team. The Team acknowledges that C3 and UTS will not be liable for any expense, loss or damage suffered or incurred by a Team as a result of attending or entering any premises nominated by C3.
- (l) The teams understand that with any information, advice, and research undertaken, the final decisions lie with the teams. Any resources, advice, and research performed and supplied by C3 and UTS is supplied as an advisory measure only.

4. Program Support and Cost

- (a) The Green Light Fellowship is provided at no cost to selected participants. Subject to these Terms and Conditions, UTS, C3 and DGBH may provide access to workshops, laboratory space, approved equipment, defined consumables and technical support during the participant's program period.
- (b) The Participant understands that participation in the Green Light Fellowship does not constitute provision of research services by C3 or UTS. Completion of all approved project activities must be undertaken by the Participant and its nominated personnel, and only within the scope, locations and conditions approved by UTS.
- (c) The participant understands that UTS requires no equity in the participant's business or project as a condition of participation in the Green Light Fellowship.
- (d) Unless expressly stated otherwise in writing, participation in the Fellowship does not entitle any participant to receive cash funding, reimbursement, payment or financial contribution from UTS, C3 or DGBH.
- (e) UTS, C3 and DGBH retain discretion as to the nature, extent and timing of any facilities, consumables, technical support or other in-kind assistance made available through the Fellowship.
- (f) Participants are responsible for all costs, materials, staffing, insurance, equipment and other expenses not expressly included in the Fellowship by UTS, C3 or DGBH.
- (g) Participants must keep complete and accurate records of activities undertaken in connection with the Fellowship, including records relating to laboratory materials, samples, equipment, milestone reporting, final reporting and other information reasonably required by UTS, C3 or DGBH for safety, compliance, internal reporting or external reporting obligations. This obligation supports UTS's internal governance, safety oversight and external reporting obligations (including reporting to government or funding bodies) and does not transfer ownership of the participant's intellectual property.
- (h) C3 reserves the right to withdraw, suspend or discontinue any support, access or participation provided to a participant at any time in accordance with these Terms and Conditions.
- (i) Any breach of these Terms and Conditions may result in suspension or termination of participation in the Green Light Fellowship and removal of access to Fellowship facilities, support and activities.

4. Licence

4.1 The Team/Company must not:

- (a) use the name or any trademark, logo, business or company name of UTS, C3 or DGBH (whether with or without graphic or photographic or other visual material) without the prior written consent of UTS or C3;
- (b) apply for or register any trademark, business or company name or internet address containing the name of UTS; or
- (c) make any inaccurate claims of association with UTS or any UTS Entity.

- 4.2 If UTS consents to the Team/Company using UTS's or C3 name, trademark, logo or business name under clause 5.1, such consent is automatically revoked if UTS terminates the terms and conditions for participation in the Green Light accelerator program.

5. Privacy

- (a) If UTS and C3 collects and stores personal information provided by Teams in accordance with the provisions of the *Privacy Act 1998 (Cth)* and the Australian Privacy Principles.
- (b) If a team provides personal information on behalf of another person, the team warrants that it has received that person's informed consent prior to providing the personal information to DGBH.
- (c) UTS and C3 will collect and store the following information provided by participants for the purposes of administering the Green Light Fellowship, including promotion and advertising of the program:
 - a. name;
 - b. address; and
 - c. contact details (including for example any mobile number and email address that you provide).
- (d) Any other personal information collected by UTS and C3 will be dealt with in accordance with the UTS Privacy Management Plan accessible at https://www.uts.edu.au/sites/default/files/2022-03/gsu-uts-privacy-management-plan_0.pdf.
- (e) UTS and C3 reserve the right to require participants in the Green Light Fellowship to sign and comply with additional confidentiality or non-disclosure obligations where appropriate.

6. Publicity

- (a) Participation in the Green Light Fellowship constitutes a participant's consent to C3 using the participant's and team's name, description, likeness, photograph, voice, opinions and comments for promotional and advertising purposes in any media, worldwide and without payment or consideration, unless otherwise agreed in writing.
- (b) Teams understand that they may be asked to participate in marketing activities, and must make reasonable effort to participate if requested by C3 to do so.
- (c) All advertising, statements, media releases or promotions undertaken by participants regarding or relating to their involvement in the Green Light Fellowship, or any aspect of the program, must:
 - i) first be approved by C3 and must be in accordance with any guidelines that may be set down by C3 from time to time; and
 - ii) be in accordance with any branding, style guide or other document of a like nature, as designated by UTS and C3 from time to time. For the avoidance of doubt, this includes
 - (a) any designated branding, style guide of UTS.
- (d) Participants may only use UTS, C3 and DGBH (including Green Light Fellowship) names, logos or branding in communications or marketing with prior written permission from UTS and C3.

7. Termination of Participation

- (a) A participant's involvement in the Green Light Fellowship will terminate on the final date of the applicable program period, or earlier on expiry or termination of any signed Participation Agreement. Termination or expiry of a Participation Agreement or any applicable Lab Access Schedule automatically ends any laboratory or facility access granted to the participant without further notice.
- (b) C3, DGBH or UTS may suspend or terminate a participant's involvement in the Green Light Fellowship, or remove an individual team member or entire team from the program, at their discretion in circumstances including but not limited to safety concerns, behaviour, non-compliance, failure to meet program requirements or reputational risk.
- (c) Upon termination, any UTS, C3 or DGBH property, materials, access credentials, branding assets, and any participant materials, samples or equipment required by UTS to be removed from the laboratory must be promptly returned or removed as directed.

8. Warranty & Indemnity

- (a) Teams warrant that they are fully capable of, have the capacity to and are willing to meet all requirements under these Terms and Conditions.
- (b) Participants will act in good faith and use best endeavours to attend and fully participate in all applicable aspects of the Green Light Fellowship.
- (c) Participants warrant that they will comply with all workshop, laboratory, safety, access, reporting and insurance requirements applicable to their participation in the Green Light Fellowship.
- (d) Teams warrant that all applications and materials provided and used by the Team:
 - a. are the original work of the Team; or
 - b. are used under licence by the Team; and
 - c. do not infringe the rights of any third party.
- (e) Teams warrant that they have the full necessary legal authority to enter into and be bound by these Terms and Conditions.
- (f) Teams warrant no legal proceedings, arbitration, mediation or other dispute resolution process is taking place, pending or threatened, that may reflect negatively on C3 or UTS, or which is likely to have a material and adverse effect on the ability of the Team to perform its obligations under these Terms and Conditions.
- (g) The Team has had sufficient opportunity to seek independent legal advice regarding these Terms and Conditions and all surrounding matters.
- (h) The Team hereby indemnifies C3 and UTS against any claim, loss, damage or expense incurred or suffered by C3 and UTS as a result of any breach of these Terms and Conditions by the Team.
- (i) Participants acknowledge that C3 and UTS make no warranties, guarantees or representations as to the likelihood of success of any development or project undertaken by the participant, or of the participant securing investment, customers or commercial outcomes as a result of participation in the Green Light Fellowship.
- (j) C3 and UTS will not be liable to a participant for any claim, loss, damage or expense suffered or incurred as a result of participating in the Green Light Fellowship, except to the extent caused by a negligent act or omission of UTS or C3. To the extent a participant is granted laboratory or facilities access, liability, risk allocation and indemnities relating to that access are governed by the applicable Lab Access Schedule, which prevails in the event of any inconsistency.

9. General

- (a) These Terms and Conditions are governed and construed in accordance with the laws of the State of New South Wales. Teams irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales with respect to all matters arising under or relating to these Terms and Conditions.
- (b) These Terms and Conditions may be varied by C3 from time to time. By continuing to participate in the Green Light Fellowship, participants agree to be bound by the updated Terms and Conditions.
- (c) These Terms and Conditions apply subject to any signed Green Light Fellowship Participation Agreement. If there is any inconsistency between these Terms and Conditions and a signed Participation Agreement, the Participation Agreement prevails to the extent of the inconsistency. If there is any inconsistency relating to laboratory or facility access, the applicable Lab Access Schedule prevails to the extent of the inconsistency.
- (b) The Team is not entitled to assign, novate or otherwise deal with any of its rights under these Terms and Conditions without the prior written consent of DGBH. DGBH may assign, novate or otherwise deal with its rights under these Terms and Conditions at its sole discretion.
- (c) Any provision of these Terms and Conditions that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of these Terms and Conditions which remain in force.
- (d) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under these Terms and Conditions by any party will

not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under these Terms and Conditions.

- (e) Nothing contained in these Terms and Conditions shall be construed as creating or establishing any employment, fiduciary, partnership, joint venture or similar relationship between any of the Parties.



UTS Startups Incubator Terms and Conditions

1 Grant of licence

- 1.1 **(Agreement)** You agree to comply with the Agreement, which comprises of, in order of precedence, the Agreement Details, these Terms and Conditions and any documents attached to the Agreement Details.
- 1.2 **(Grant of licence)** UTS grants to you a non-exclusive licence to access and use the Workstation and Facilities in the UTS Startups Incubator on the terms of the Agreement. The Agreement is personal to you and confers no interest in land. UTS does not warrant or represent that the UTS Startups Incubator is suitable or adequate for any purpose.
- 1.3 **(Term)** The Agreement commences on the Commencement Date and continues on a rolling monthly basis (based on full calendar months) until terminated. If the Commencement Date falls part way through a calendar month, the Fee for the first month will be calculated on a pro rata basis from the Commencement Date to the end of that calendar month. The full Fee will apply subsequently for each calendar month.

1.4 (Facilities)

- (a) Subject to clauses 1.4(b) and 1.4(c), you may use the Facilities of the UTS Startups Incubator, including the entrance foyer, reception area, toilets, kitchen, lockers, meeting rooms, photocopier/printer and lifts in accordance with the terms of the Agreement and only for the purposes for which they are intended.
- (b) Subject to availability:
- (1) you are entitled to use meeting rooms located within the UTS Startups Incubator for a maximum of 90 minutes per Business Day. You must book the meeting rooms through the relevant booking system. Subject to availability, additional meeting room time can be booked at a rate of \$50 per hour plus GST;
 - (2) you may hire a locker in the UTS Startups Incubator at a rate of \$50 per month plus GST;
 - (3) you are permitted to use the printing and photocopying facilities available in the UTS Startups Incubator. All usage must be paid for at the rates set by UTS; and
 - (4) you are permitted to use the phone booths located in the UTS Startups Incubator.

Any amounts payable under this clause will be invoiced in accordance with clause 4 of the Agreement.

- (c) Excessive or inappropriate use of the Facilities may lead to restricted access to some or part of the Facilities.

1.5 (Access)

- (a) Only you and your Nominated Personnel are permitted to access and use the UTS Startups Incubator. You may invite visitors to access the UTS Startups Incubator solely for attending meetings with you.
- (b) Where you are a company, only the representative listed in Item 1 of the Agreement Details may access and use the UTS Startups Incubator. Any other additional users must be listed as Nominated Personnel in Item 4 of the Agreement Details.
- (c) Where you have a Full Membership, you and your Nominated Personnel must be present in the UTS Startups Incubator at least 3 days per week.

2 Your obligations

- 2.1 **(Obligations)** You must, and must ensure that your Nominated Personnel:
- (a) only access and use the UTS Startups Incubator for purposes related to your business;
 - (b) not do anything which may be a nuisance or inconvenience or cause damage or annoyance to UTS or its invitees or other users of the UTS Startups Incubator;
 - (c) comply with all laws relating to your business activities and the use of the UTS Startups Incubator;
 - (d) to the extent applicable, comply with the [UTS Code of Conduct](#), [Campus Policy](#), [Equity, Inclusion and Respect Policy](#), [Health, Safety and Wellbeing Policy](#), [Information Security Policy](#) and [UTS Startups Community Charter](#);

- (e) participate in emergency evacuation procedures and emergency evacuation drills from the UTS Startups Incubator; and
- (f) keep your Workstation and the Facilities in a clean and tidy condition and not place any object on the floor near your Workstation (including storage cabinets or additional chairs). Under desk storage may be used with UTS's prior consent;
- (g) not undertake any works to or do any decorating of the UTS Startups Incubator. Pot plants are not permitted to be brought into the UTS Startups Incubator;
- (h) not do anything or allow anything to be done which would cause an interference or obstruction to the activities being undertaken by UTS or its invitees in and around the Building; and
- (i) comply with all reasonable directions and requirements of UTS regarding the use of the UTS Startups Incubator, the Building or UTS's campus;
- (j) ensure you and your Nominated Personnel sign in each day upon arrival;
- (k) only access the UTS Startups Incubator on Business Days between 7am and 7pm (**Operating Hours**). Access outside the Operating Hours is permitted with UTS's prior written consent. You may be required to use an access card which UTS will provide to you at a rate of \$20 per card per year plus GST;
- (l) not assign or sublet your interest in the Agreement; and
- (m) not damage any property belonging to UTS or otherwise located in the UTS Startups Incubator, the Building or on UTS's campus.

3 Membership

- 3.1 (Full membership)** This clause 3.1 applies where the Agreement Details indicate you have a 'full membership':
- (a) You are only permitted to use the specific Workstation that has been allocated to you by UTS.
 - (b) UTS may, with reasonable notice to you, reallocate the location of your Workstation if required due to the operational requirements of the UTS Startups Incubator.
 - (c) You are not permitted to use the UTS Startups Incubator or the UTS campus for the delivery of mail or packages of any kind, except with UTS's prior consent.
- 3.2 (Casual membership)** This clause 3.2 applies where the Agreement Details indicate you have a 'casual membership':
- (a) You are permitted to use, on a casual basis, the Workstation at any time during the Operating Hours. You must only use the Workstation that UTS has allocated to you at the beginning of each period of your use.
 - (b) UTS does not guarantee:
 - (1) the availability of workstations during busy periods;
 - (2) that a specific workstation will be available for use at any given time; or
 - (3) that the Workstations for 'casual memberships' will be located near the Workstations for 'full memberships', where you have both types of memberships.
 - (c) You must remove all of your Property from the Workstation at the end of each period of your use or the end of each day (whichever is the earlier).
 - (d) You are not permitted to use the UTS Startups Incubator or the UTS campus for the delivery of mail or packages of any kind.
 - (e) Use of Workstations allocated for 'casual memberships' must be fair and reasonable. If UTS determines (acting reasonably) that your use is excessive, you may be required to convert to a 'full membership' with additional fees payable. If you disagree with the conversion, you may terminate the Agreement by providing UTS with 14 days' notice.
- 3.3 (Daily membership)** This clause 3.3 applies where the Agreement Details indicate you have a 'daily membership':
- (a) Where you require a Workstation for a day, you must obtain UTS's prior consent by visiting the UTS Startups Incubator on the day of required use. Approval will be based on the availability of Workstations on that specific day.
 - (b) You must only use the Workstation that UTS has allocated to you for that day.
 - (c) UTS does not guarantee:

- (1) the availability of workstations at any time; or
- (2) that a specific workstation will be available for use at any given time.

- (d) You must remove all of your Property from the Workstation at the end of each day of your use.
- (e) You are not permitted to use the UTS Startups Incubator or the UTS campus for the delivery of mail or packages of any kind.

- 3.4 **(Multiple membership types)** If the Agreement Details indicate you have multiple membership types, the relevant provisions in this clause 3 will apply to each membership type.
- 3.5 **(Additional desks)** During the term, the number or type of memberships allocated to you can be varied by agreement between the parties.
- 3.6 **(Former UTS students and staff)** Free casual memberships are offered to current and former UTS students and staff members until the date that is 12 months from when you graduated from or left UTS. After this time, you will be required to pay the full rates applying to either a 'full membership' or a 'casual membership', minus any alumni discounts in place at the time, depending on the type of membership you require. You may terminate the Agreement by providing UTS with 14 days' notice if you do not agree.

4 Fee

- 4.1 **(General)** You must pay the Fee and any other amounts payable under the Agreement (including any amounts payable under clause 1.4(b)) plus GST to UTS. UTS will issue you with an invoice for the Fee and any other amounts at the end of each calendar month. You must pay each invoice in full within 30 calendar days of the date of the invoice, without set-off or deduction. Where there is no amount owing due to Giveback discounts, UTS will not issue an invoice.
- 4.2 **(Review of Fee)** UTS may, acting reasonably, adjust the Fee and any other amounts payable under the Agreement once per annum by providing you with 60 days' notice. You may terminate the Agreement by providing UTS with 14 days' notice if you disagree with any adjustment to the Fee.
- 4.3 **(GST)** The consideration for a supply under the Agreement is exclusive of GST. The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the supply at the same time as the consideration is paid.

5 Givebacks

- 5.1 **(Giveback activities)** You may be eligible for a discount on the Fee and other amounts due under the Agreement if you undertake Givebacks that contribute to the UTS Startups Incubator co-working community.
- 5.2 **(Approval process)** You must submit to UTS any activity undertaken that may qualify as a Giveback. UTS will, in its absolute discretion, determine whether the activity undertaken qualifies as an approved Giveback activity and the number of eligible hours it represents.
- 5.3 **(Discount)** A discount will be applied for each approved Giveback activity performed to UTS's satisfaction during the relevant calendar month. This discount will be deducted from the Fee payable in the invoice issued at the end of that month. If the total value of discounts earned in a calendar month exceeds the monthly Fee, the surplus discount amount will be carried forward and applied to the subsequent monthly invoices until the balance is fully used. The value of the discount will be based on the particular Giveback activity undertaken as set out at <https://uts.ac/startupsgivebacks>.
- 5.4 **(Conditions)** Discounts are non-transferable. Surplus discounts will not be paid out upon the termination of the Agreement. UTS will maintain a record of all approved and accrued discounts and will include this information in the monthly invoice or upon request.

6 Insurance

- 6.1 **(Insurance)** You must effect and maintain during the term of the Agreement:
- (a) any insurances that are required by law, including workers' compensation insurance; and
 - (b) public liability insurance in the amount specified in Item 5 of the Agreement Details. The public liability insurance must be in your name and note the interest of UTS as licensor.
- 6.2 **(Certificate of currency)** UTS may request that you provide a certificate of currency or other evidence that you hold the necessary insurances.

7 Intellectual Property

- 7.1 **(Logo and name)** You will not use or permit to be used the logo and name of the University of Technology

Sydney for any purpose, unless prior consent is provided in writing by UTS.

- 7.2 **(Intellectual property rights)** The Agreement does not transfer any intellectual property rights between the parties. Each party retains ownership of its intellectual property rights, whether existing at the date of the Agreement or created during the term of the Agreement. For the avoidance of doubt, nothing in the Agreement alters the treatment of intellectual property rights for current UTS staff members or students that applies as at the date of the Agreement.

8 Confidentiality and Privacy

- 8.1 **(Confidential information)** Each party (including Nominated Personnel) must not disclose the other party's confidential information except:
- (a) with written consent from the other party;
 - (b) if it is already in the public domain; or
 - (c) to comply with applicable laws or regulatory requirements.
- 8.2 **(Other users)** You must respect and maintain the confidentiality and privacy of other users of the UTS Startups Incubator. This includes not accessing, sharing or interfering with other users' information or property without permission.
- 8.3 **(Privacy)** You acknowledge that UTS will deal with any personal information relating to You and your Nominated Personnel in accordance with the [UTS Startups Privacy Notice](#).

9 Disclaimers, indemnities and releases

- 9.1 **(Risk)** You agree to access and use the UTS Startups Incubator and bring any of your Property into the UTS Startups Incubator at your own risk. UTS has no liability for any Loss to your Property except to the extent any Loss is caused by the negligence of UTS.
- 9.2 **(Relationship)** You agree that this Agreement and the performance of any Giveback activities will not result in you or any of your Nominated Personnel becoming employed by UTS.
- 9.3 **(Release)** To the extent permitted by law, you release UTS from all Loss resulting from any acts, damage or injury occurring in the UTS Startups Incubator or otherwise in connection with the Agreement, except to the extent such Loss is caused or contributed to by the negligence or default of UTS.
- 9.4 **(Indemnity)** You indemnify us against all and any Loss arising out of or in connection with:
- (a) your, your Nominated Personnel's, or your visitors' use of the UTS Startups Incubator;
 - (b) the destruction or loss of, loss of use of or damage to, any property in the UTS Startups Incubator or the Building to the extent caused or contributed to by you, your Nominated Personnel or your visitors;
 - (c) the personal injury, illness or death of any person to the extent caused or contributed to by you, your Nominated Personnel or your visitors;
 - (d) any act or omission of fraud, recklessness or wilful misconduct or misrepresentation of you, your Nominated Personnel, or your visitors,
- except to the extent such Loss was caused or contributed to by the negligence or default of UTS.

10 Termination

- 10.1 **(Termination for convenience)** Either party may terminate the Agreement by providing not less than 14 days' prior written notice to the other party.
- 10.2 **(Termination for cause)**
- (a) If:
 - (1) any money payable by you is in arrears for 7 days after the due date for payment (although no formal demand for it has been made); or
 - (2) you fail to comply with any of your obligations under the Agreement within 7 days after being advised by UTS that you are required to rectify your failure to comply,UTS may, without demand, terminate the Agreement immediately by notice to you.
 - (b) UTS may suspend your access to the UTS Startups Incubator or terminate the Agreement immediately without being required to provide notice under clause 10.1(a)(2) for significant or persistent or repeated breaches of the Agreement (as determined by UTS acting reasonably), including but not limited to breaches of behavioural standards.

- (c) You must pay all reasonable costs incurred by UTS arising from a default by you.
- 10.3 **(Make good)** On the termination or expiry of the Agreement you must:
- (a) vacate the UTS Startups Incubator, remove all of your Property and leave the Workstation in a clean and tidy condition;
 - (b) make good any damage to the UTS Startups Incubator or the Building that you or your Nominated Personnel caused; and
 - (c) return any keys and access cards to UTS
- 10.4 **(Your Property)** If you leave behind any of your Property following the termination or expiry of the Agreement, UTS may, following reasonable notice to you, deal with that property as it thinks fit as if it was the property of UTS, without being liable to you. You indemnify UTS against all Loss incurred by UTS due to its reasonable actions under this clause.

11 General

- 11.1 **(Variation)** A variation of the Agreement must be in writing and signed by the parties. Email exchanges will be considered a signed variation where both parties agree.
- 11.2 **(Notices)** All notices given to a party under the Agreement must be in writing and directed to the other party's representative for the receipt of notices as set out in Item 1 of the Agreement Details or as otherwise advised from time to time.
- 11.3 **(Jurisdiction)** The Agreement shall be governed by the laws of New South Wales.
- 11.4 **(University Closure Period)** You acknowledge that the Building and applicable operating systems may be shut down and inaccessible during the University Closure Period. You may only access the UTS Startups Incubator during the University Closure Period with UTS's prior consent.
- 11.5 **(Car and bicycle parking)** The Agreement does not confer any car parking rights on you. Bicycles are not permitted at the UTS Startups Incubator, but you may park your bicycle on UTS's campus in designated bicycle racks, subject to availability.
- 11.6 **(Date of Agreement)** The date of the Agreement is the date on which the Agreement Details are signed by the last party.
- 11.1 **(Waivers)** Any failure or delay by any party to exercise any right under the Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

12 Definitions and Interpretation

12.1 Definitions

In the Agreement:

Agreement means the UTS Startups Incubator Agreement which comprises the Agreement Details, these Terms and Conditions and any documents attached to the Agreement Details.

Agreement Details means the document titled "UTS Startups Incubator Agreement – Agreement Details" issued to you by UTS.

Building means UTS Building 3 (Bon Marche), corner of Broadway and Harris Street, Ultimo, in which the UTS Startups Incubator is located.

Business Day means a day on which Banks are open for general banking business in New South Wales, but does not include Saturdays, Sundays or public holidays and includes the University Closure Period.

Commencement Date means the commencement date referred to in Item 2 of the Agreement Details.

Facilities means those parts of the UTS Startups Incubator which UTS intends for common use.

Fee means the fee referred to in Item 3 of the Agreement Details.

Givebacks means the giveback activities set out at <https://uts.ac/startupsgivebacks> as varied by UTS from time to time.

GST means goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Loss means any liability, cost, loss or damage, whether under contract, tort (including negligence), statute, restitution or otherwise, or expense. In relation to a claim, 'Loss' includes any amounts

payable on the claim and (whether or not the claim is successful) legal and other professional costs and disbursements on a full indemnity basis.

Nominated Personnel means the nominated personnel outlined in Item 4 of the Agreement Details.

Parties has the meaning given to it in Item 1 of the Agreement Details and **party** means you or UTS and **parties** means you and UTS.

University Closure Period means the period from late December to early January in each relevant year in which UTS is closed.

UTS Property means all items of plant, stock, equipment, machinery, fixtures, fittings, furniture, furnishings and other property owned by UTS and located or installed in the UTS Startups Incubator.

UTS Startups Incubator means the UTS Startups Incubator space located in the Building and includes UTS Property.

UTS Startups Incubator Terms and Conditions (or **Terms and Conditions**) means these Terms and Conditions which form part of the Agreement.

Workstation means the workstation/s allocated to you in Item 3 the Agreement Details.

your Property means all items of plant, stock, equipment, machinery, fixtures, fittings, furniture, furnishings and other property owned by you and located or installed in the UTS Startups Incubator.

12.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) references to the singular includes the plural and vice versa, unless the context requires otherwise;
- (c) references to a party includes that party's executors, administrators, trustees, successors and permitted assigns;
- (d) references to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;
- (e) references to any law includes all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it;
- (f) "includes" means includes without limitation.