QINETIQ

## 1. BACKGROUND

1.1 QinetiQ Pty Ltd (the **Contractor**) and its personnel operate and maintain the Creator Space at Melbourne Connect for the University of Melbourne (**University**).

1.2 The Contractor is responsible for providing access to the Creator Space to various persons including students and staff of the University, tenants of Melbourne Connect, and other groups or individuals identified by the University.

1.3 The User seeks to access and use the Creator Space.

## 2. DEFINITIONS

2.1 The following definitions apply in this document.

**Creator Space** means the University's fabrication laboratory and maker space within Melbourne Connect at its Parkville campus. (https://eng.unimelb.edu.au/telstra-creator-space)

**Creator Space Personnel** means personnel of the Contractor and the University located at the Creator Space.

**Intellectual Property Rights** means all present and future rights in relation to copyright and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic whether created before or after the date of these Terms of Access and Use and whether existing in Australia or otherwise.

**Melbourne Connect** means the University's innovation precinct on the corner of Swanston and Grattan Streets, Parkville VIC 3010. (https://melbconnect.com.au/)

**Moral Rights** means the moral rights granted under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws.

**Personal Information** as defined in the *Privacy Act 1988* (Cth), means information or an opinion about an identified individual, or an individual who is reasonable identifiable, whether the information or opinion is true or note and whether the information or opinion is recorded in a material form or not.

**Terms of Access and Use** means the terms and conditions this "Creator Space Terms of Access and Use" document.

**User** means the person specified in the User Details at Part A or B of Annexure **Error! Reference source not found.**.

**User's Parent or Guardian** means where the User is under the age of 18 years, the person who has identified as the User's parent, guardian or carer as specified in Part **Error! Reference source not found.** of Annexure A.

## 3. INTERPRETATION

3.1 Headings are for convenience only, and do not affect interpretation. The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

a. a singular word includes the plural, and vice versa.

b. if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

c. if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

## 4. ACCESS TO THE CREATOR SPACE

4.1 Subject to clauses 4.3 and 4.4, the Contractor agrees to provide the User with access to the Creator Space on the condition that the User agrees to comply with these Terms of Access and Use.

4.2 A User will only be granted access if the following are satisfied:

a. the User has completed any training required by the Contractor;

b. the User has been approved an access card to the Creator Space; and

c. where the User is under the age of 18 years, clause 4.3 has been complied with.

4.3 If the User is under the age of 18 years, that User will only be granted access if the following conditions are satisfied:

a. the User's Parent or Guardian has given consent in accordance with Part B of Annexure A of these Terms of Access and Use; and

b. these Terms of Access and Use have been executed by the User's Parent or Guardian.

4.4 The Contractor, in its sole discretion may decide whether to grant or revoke the User access to the Creator Space.

## 5. SAFETY AND RISK

5.1 If the User:

a. has any specific accessibility or other requirements, and/or

b. is in possession of hazardous/dangerous materials,

either the User or the User's Parent or Guardian should seek to raise these with Creator Space Personnel so that such requirements can be accommodated appropriately.

## 6. ACKNOWLEDGEMENT

6.1 The User acknowledges and agrees that:

a. by entering the Creator Space, the User has read, understood and agreed to these Terms of Access and Use;

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c. by entering the Creator Space, the User has read, understood and agreed to comply with the University's policies required of them by the University, located at https://policy.unimelb.edu.au/;

d. the Creator Space contains equipment and activities that by their nature can be hazardous, and accessing the Creator Space has inherent risks; and

e. the User is responsible for its own belongings at the Creator Space.

**7. LIABILITY**

7.1 Where the User is 18 years or older, the User acknowledges and agrees that, to the fullest extent permitted by law:

a. the User is liable for its actions and personal safety at the Creator Space; and

b. the User releases the Contractor and the University from any liability arising out of loss, injury, damage or destruction suffered by the User in connection with the User's access and attendance at the Creator Space however caused.

7.2 Where the User is under the age of 18, the User's Parent or Guardian acknowledges and agrees that, to the fullest extent permitted by law:

a. the User's Parent or Guardian is liable for the User's actions and personal safety at the Creator Space; and

b. the User's Parent or Guardian releases the Contractor and the University from any liability arising out of loss, injury, damage or destruction suffered by the User or the User's Parent or Guardian in connection with the User's access and attendance at the Creator Space however caused.

**8. BEHAVIOURS**

8.1 The User must:

a. not enter the Creator Space or use any equipment at the Creator Space while under the influence of alcohol, illicit drugs or potentially-impairing medication, and must not bring any such substance onto the Creator Space;

b. promptly follow any directions of the Creator Space Personnel;

c. read and comply with any signs, induction and training material, and available safety information – including as it relates to wearing suitable personal protective equipment and clothing;

d. not conduct any unlawful activity, including violent acts, harassment of any kind, vandalism, damage or theft of any property, damage or injury to any person or breach of intellectual property rights;

e. be considerate of all other persons, including by cleaning and tidying up after itself and replacing all equipment in its proper location;

f. not use any equipment at the Creator Space without the required training and/or supervision that allows its safe use;

g. not allow any other person to use its access card and not use any other person's access card;

h. report any broken, damaged, unsafe or missing tools or other equipment immediately to the Creator Space Personnel;

i. immediately stop what it is doing if safety concerns are raised by any other person and seek guidance from Creator Space Personnel prior to recommencing;

j. raise any safety concerns (including unsafe behaviours of other persons) immediately with Creator Space Personnel; and

k. not modify any equipment (including removal of safety guards) or use it in any manner other than in accordance with training and guidance.

**9. INTELLECTUAL PROPERTY**

9.1 If the University's policies, frameworks or other agreements regarding Intellectual Property Rights or Moral Rights apply to the User, such rights associated with the User's activities in the Creator Space will be governed by those policies, frameworks and agreements.

9.2 Subject to clause 9.1, ownership of title to, and the Intellectual Property or Moral Rights in, any material the User creates in the Creator Space vests in the User upon its creation.

9.3 The User must not use the Creator Space in any way to infringe on the Intellectual Property Rights of any other person.

9.4 Where the User is over the age of 18 years, the User acknowledges and agrees that the User is solely responsible for ensuring its compliance with clause 9.3.

9.5 Where the User is under the age of 18 years, the User's Parent or Guardian acknowledges and agrees that the User's Parent or Guardian is responsible for ensuring the User's compliance with clause 9.3.

9.6 Both the User and the User's Parent or Guardian understand that the Creator Space is publicly visible and accessible and the confidentiality of the User and the User's work cannot be guaranteed while on the Creator Space.

9.7 Both the User and the User's Parent or Guardian understand, agree and consent that while in the Creator Space, the User's image may be captured and used by the University and Contractor for security purposes and safety monitoring, or for marketing purposes. The Contractor owns the Intellectual Property and Moral Rights in such images.

**10. PRIVACY**

10.1 Both the User and the User's Parent or Guardian acknowledge and agree that as part of access to the Creator Space, the Contractor may collect Personal Information from the User and the User's Parent or Guardian. For information on how we collect, use and disclose your Personal Information, or how to gain access to your Personal Information, please see our privacy policy at https://www.qinetiq.com/en-au/privacy-notice.

10.2 The Contractor will:

a. ensure that in all of its dealings with Personal Information it collects under these Terms of Access and Use, it complies with the *Privacy Act 1988* (Cth);

b. ensure that only personnel who have a need to deal with Personal Information in connection with these Terms of Access and Use are given access and are made aware of, and comply with, the Contractor's obligations under these Terms of Access and Use; and

c. take reasonable steps to ensure that Personal Information held by it is protected against misuse, interference, loss and unauthorised access, modification and use.

**11. CONTRACTOR RIGHTS**

11.1 The Contractor may require the User to leave the Creator Space at any time if the User does not comply with these Terms of Access and Use.

11.2 The Contractor may refer any serious breaches of these Terms of Access and Use to the University, police or other authority as appropriate.

**12. GOVERNING LAW**

12.1 These Terms of Access and Use will be governed by and construed according to the law of Victoria, Australia and the parties submit to the jurisdiction of the courts of Victoria, Australia.

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| **PART A: signing by USER**<br>This section is to be completed and signed by the User if they are 18 years of age and over as at the time of signing. | |
|---|---|
| USER DETAILS | |
| Full legal name: | |
| Address: | |
| Email: | |
| Signed AS A DEED by USER<br><br>I hereby consent to access the Creator Space in accordance with these Terms of Access and Use and I agree to be bound by these Terms of Access and Use.<br><br>Signature of User | Date |

| **PART B: signing by USER'S PARENT OR GUARDIAN**<br>This section is to be completed and signed by the User's parent or guardian where the User is under the age of 18 years. | |
|---|---|
| USER DETAILS | |
| Full legal name: | |
| Address: | |
| Email: | |
| Signed AS A DEED by USER'S PARENT OR GUARDIAN<br><br>I, (full name of the User's Parent or Guardian) _____ ,<br><br>of (address) _____ ,<br><br>hereby give my consent for the User named above to access the Creator Space in accordance with these Terms of Access and Use and I agree to be bound by these Terms of Access and Use for and on behalf of the User.<br><br>Signature of User's Parent or Guardian | Date |

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