

The University of Queensland UQ Ventures Empower Women's Accelerator Program Agreement

BACKGROUND

- A. The Founder has successfully applied to participate in the UQ Ventures Empower Women's Accelerator, operating as part of UQ's Ventures entrepreneurship program suite, in order to further develop the Project.
- B. The Founder owns, or has the requisite rights to, the Intellectual Property in the Project.
- C. As part of the UQ Ventures Empower Women's Accelerator, UQ Ventures Empower Women's Accelerator as a division of UQ will provide the Services to the Founder.
- D. The Founder has agreed to fully participate in the UQ Ventures Empower Women's Accelerator.
- E. UQ and the Founder have agreed that the UQ Ventures Empower Women's Accelerator will be provided subject to the terms of this Agreement.

SIGNATURES OF FOUNDERS

(Add or remove signature boxes to match the number of founders)

FOUNDER 1 NAME:

SIGNATURE:

DATE:

FOUNDER 2 NAME:

SIGNATURE:

DATE:

SIGNATURE OF UQ's authorised representative responsible for the UQ Ventures Empower Women's Accelerator

NAME:

SIGNATURE:

DATE:

GENERAL CONDITIONS

1. INTERPRETATION

1.1 In this Agreement and these General Conditions:

Budget and Expenditure Plan means budget and plan set out in the Reference Schedule.

Commencement Date means the date of commencement of the UQ Ventures Empower Women's Accelerator set out in the Reference Schedule.

Confidential Information means any information not generally known to the public.

Deliverable means the things so described in the Reference Schedule to be delivered by the Founder to UQ Ventures Empower Women's Accelerator.

Eligibility Requirements means:

- (a) if the Founder is one individual, that individual is:
 - a. a woman
 - b. an undergraduate or postgraduate student of UQ in 2023, including PhD candidates;
 - c. an alumna or alumnus of UQ; or
 - d. a UQ research, academic or professional staff member; or
- (b) if the Founder is more than one individual,
 - a. have a woman founder that has 51% or more ownership of the idea or business;
 - b. that at least 50% of those individuals are:
 - i. an undergraduate or postgraduate student of UQ in 2021, including PhD candidates;
 - ii. an alumna or alumnus of UQ; or
 - iii. a UQ research, academic or professional staff member

Founder means one or more Founders as set out in the Reference Schedule.

UQ Ventures Empower Women's Accelerator means the program operated by UQ known as UQ Ventures Empower Women's Accelerator where during the UQ Ventures Empower Women's Accelerator Term a process of idea generation, validation, product development, pitching and other activities is undertaken in relation to a Project.

UQ Ventures Empower Women's Accelerator Grant means an amount not greater than the sum set out in the Reference Schedule paid as set out in the Deliverables assuming continued successful and active participation in the UQ Ventures Empower Women's Accelerator by the Founder.

UQ Ventures Empower Women's Accelerator Requirements means the requirements of the UQ Ventures Empower Women's Accelerator (if any) as provided by UQ Ventures Empower Women's Accelerator to the Founder following the Commencement Date and which may be varied by UQ Ventures Empower Women's Accelerator in its absolute discretion from time to time.

UQ Ventures Empower Women's Accelerator Term means the period of time set out in the Reference Schedule commencing on the Commencement Date.

UQ Ventures Empower Women's Accelerator means the division or group within UQ which is responsible for the delivery of the UQ Ventures Empower Women's Accelerator.

UQ Ventures Empower Women's Accelerator Premises means the UQ Ventures Empower Women's Accelerator premises located in Room N304, Hawken Engineering Building (Building 50) at UQ's St Lucia campus, or such other premises as UQ may advise from time to time.

Intellectual Property means:

- (a) an invention or discovery, manner, method or process of manufacture;
- (b) patent, application for a patent, or right to apply for a patent;
- (c) drawing or design;
- (d) computer program;
- (e) copyright or other rights in the nature of copyright subsisting in any works, including written works and photographs;
- (f) circuit board layouts;
- (g) plant breeder's rights; and
- (h) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document.

Mentors means persons independent of the Founder and experienced in entrepreneurship and/or associated relevant skills and nominated by UQ Ventures Empower Women's Accelerator to provide independent advice.

Project means the Founder's project described in the Reference Schedule, as such may be developed prior to, during or after participation in the UQ Ventures Empower Women's Accelerator.

Project IP means the Intellectual Property in the Project.

Purpose means the purpose for the use of the UQ Ventures Empower Women's Accelerator Grant set out in the Reference Schedule.

Reference Schedule means the document so described attached to these General Conditions.

Services mean the services described in the Reference Schedule.

UQ means The University of Queensland.

2. UQ VENTURES EMPOWER WOMEN'S ACCELERATOR

2.1 UQ Ventures Empower Women's Accelerator agrees to provide the Services to the Founder during the UQ Ventures Empower Women's Accelerator Term.

2.2 The Founder acknowledges and agrees:

- (a) that the purpose of the UQ Ventures Empower Women's Accelerator is to facilitate the further development of the Project;
- (b) to adhere to the UQ Ventures Empower Women's Accelerator Requirements;
- (c) to continue to meet the Eligibility Requirements during the UQ Ventures Empower Women's Accelerator Term;
- (d) to attend and fully participate in at least 90% of the provided workshops and accountability sessions scheduled by UQ Ventures Empower Women's Accelerator;
- (e) to deliver the Deliverables to UQ Ventures Empower Women's Accelerator during the UQ Ventures Empower Women's Accelerator Term;
- (f) to exclusively develop the Project as part of the UQ Ventures Empower Women's Accelerator during the UQ Ventures Empower Women's Accelerator Term;
- (g) to contribute to UQ's entrepreneurship community as set out in the 'Giving Back' row in the Reference Schedule; and
- (h) that where the Founder is more than one individual, the obligations and liabilities of the Founder under this Agreement are joint and several with respect to those individuals.

3. UQ VENTURES EMPOWER WOMEN'S ACCELERATOR GRANT

3.1 During the UQ Ventures Empower Women's Accelerator Term, subject to satisfactory receipt of the Deliverables by UQ Ventures Empower Women's Accelerator and completion of relevant documentation by the Founder, UQ Ventures Empower Women's Accelerator agrees to pay the Founder, in three (3) tranche payments as defined in the Reference Schedule, the UQ Ventures Empower Women's Accelerator Grant.

3.2 The Founder acknowledges and agrees that the UQ Ventures Empower Women's Accelerator Grant must be:

- (a) used solely for the Purpose; and
- (b) in line with the Budget and Expenditure Plan.

3.3 UQ Ventures Empower Women's Accelerator may at any time request the Founder to provide evidence to the

satisfaction of UQ Ventures Empower Women's Accelerator in its absolute discretion, (including, but not limited to, by way of receipts), of expenditure of the UQ Ventures Empower Women's Accelerator Grant in accordance with clause 3.2.

4. PROJECT

4.1 The Founder represents and warrants that all information contained in the Founder's application for the UQ Ventures Empower Women's Accelerator is complete and accurate.

4.2 The Founder acknowledges that UQ Ventures Empower Women's Accelerator has relied on the accuracy of the information contained in the Founder's application for the UQ Ventures Empower Women's Accelerator, in selecting the Founder to participate in the UQ Ventures Empower Women's Accelerator.

4.3 The Founder represents and warrants as at the date of this Agreement and continuously during the UQ Ventures Empower Women's Accelerator Term, that:

- (a) it solely owns all Project IP or has a license giving rights to use all Project IP as required pursuant to this Agreement; and
- (b) it has not entered and will not enter into any transaction with respect to the Project IP that has the effect of avoiding its obligations to UQ Ventures Empower Women's Accelerator under this Agreement.

4.4 The Founder must, both during this Agreement and after its termination, cooperate with UQ Ventures Empower Women's Accelerator and provide information to UQ Ventures Empower Women's Accelerator as requested in relation to:

- (a) the Founder's participation in the UQ Ventures Empower Women's Accelerator;
- (b) the Project; and
- (c) any other matter reasonably requested by UQ Ventures Empower Women's Accelerator.

4.5 The Founder gives permission for UQ Ventures Empower Women's Accelerator to use the name, photographs or video of the Founder and information in relation to the Project in advertising and promotional materials and for reporting purposes for UQ Ventures Empower Women's Accelerator and UQ.

4.6 The Founder agrees not to make any public statement regarding UQ Ventures Empower Women's Accelerator or the UQ Ventures Empower Women's Accelerator without the prior written consent of UQ Ventures Empower Women's Accelerator.

4.7 The Founder agrees to develop material in relation to their experience of the UQ Ventures Empower Women's Accelerator for the purposes of UQ Ventures Empower Women's Accelerator promotion.

4.8 The Founder agrees not to use the name or branding of UQ Ventures Empower Women's Accelerator or UQ without the prior written consent of UQ Ventures Empower Women's Accelerator.

4.9 During the Founder's participation in the UQ Ventures Empower Women's Accelerator, third parties (including, but not limited to, other participants in the UQ Ventures Empower Women's Accelerator) may disclose Confidential Information which has a unique value to them and may be the basis of applications for patents.

The discloser of the Confidential Information by any unauthorised disclosure of the Confidential Information may:

- (a) be prejudiced;
- (b) be precluded from being granted patents; and
- (c) suffer financial loss.

The Founder agrees to:

- (a) keep all Confidential Information disclosed to the Founder during the UQ Ventures Empower Women's Accelerator secret and confidential; and
- (b) not disclose any part of the Confidential Information to any person or make known in any manner any part of the Confidential Information, nor use any part of the Confidential Information in any manner (other than for the purpose of the UQ Ventures Empower Women's Accelerator) without the prior written consent of the person who disclosed the Confidential Information.

4.10 The Founder agrees to comply with all UQ Ventures Empower Women's Accelerator policies and procedures and relevant UQ policies and procedures and the reasonable directions of UQ Ventures Empower Women's Accelerator staff, including but not limited to, those in relation to the health and safety of occupants on the UQ Ventures Empower Women's Accelerator Premises and internet usage.

5. CONTINUATION OF THE PROJECT

5.1 Throughout the UQ Ventures Empower Women's Accelerator Term, UQ Ventures Empower Women's Accelerator will undertake assessments of the Founder and the Project to assess whether or not the Founder should continue in the UQ Ventures Empower Women's Accelerator. Factors relevant to these assessments will be determined by UQ Ventures Empower Women's Accelerator in its absolute discretion, but may include the Founder's level of attendance, responsiveness and/or communication, the direction of the Project and any reputational harm it may cause to UQ Ventures Empower Women's Accelerator or UQ, and the conduct of the Founder generally.

5.2 Following:

- (a) any breach of the General Conditions by the Founder; or
- (b) UQ Ventures Empower Women's Accelerator undertaking an assessment referred to in clause 5.1 and forming the view that the Founder should not continue in the UQ Ventures Empower Women's Accelerator,

UQ Ventures Empower Women's Accelerator may serve a notice on the Founder which will terminate this Agreement, including without limitation:

- (c) terminating the Founder's participation in the UQ Ventures Empower Women's Accelerator, seven (7) days from the date of service of the notice; and
- (d) any requirement for UQ Ventures Empower Women's Accelerator to pay any further amount of the UQ Ventures Empower Women's Accelerator Grant to the Founder.

5.3 Prior to issuing a notice under clause 5.2 above, UQ Ventures Empower Women's Accelerator may, but is not obliged to, give the Founder an opportunity to remedy their breach of the General Conditions, or to address the factors that are causing UQ Ventures Empower Women's Accelerator to consider discontinuing the Founder's involvement in the UQ Ventures Empower Women's Accelerator (as applicable).

5.4 The Founder may exit the UQ Ventures Empower Women's Accelerator and terminate this Agreement at any time and for any reason. If the Founder terminates this Agreement under this clause, no further amount of the UQ Ventures Empower Women's Accelerator Grant will be payable.

6. PRIVACY

- (a) UQ Ventures Empower Women's Accelerator collects and stores personal information provided by a Founder in accordance with the provisions of the *Information Privacy Act 2009 (Qld)* and *Privacy Act 1988(Cth)* and the Australian Privacy Principles.
- (b) If a Founder provides personal information on behalf of another Founder to UQ Ventures Empower Women's Accelerator, the Founder providing the information warrants that they have received the person's informed consent prior to providing the information.

7. WARRANTY & INDEMNITY

(a) The Founder warrants that no legal proceedings or arbitration, mediation or other dispute resolution process is taking place, pending, or threatened, that may negatively affect UQ Ventures Empower Women's Accelerator or UQ or which may have an adverse effect on the ability of the Founder to perform their obligations under the General Conditions.

(b) The Founder hereby indemnifies UQ Ventures Empower Women's Accelerator and UQ against any claim, loss or damage incurred or suffered as a result of:

- (i) any breach of the General Conditions; or
- (ii) any activity or outcome of the Project during or after the UQ Ventures Empower Women's Accelerator Term or after termination of this Agreement.

(c) The Founder warrants that UQ Ventures Empower Women's Accelerator or UQ will not be liable to the Founder for any claim, loss, damage, or expense incurred or suffered by the Founder for any reason as a result of the Founder's participation in the UQ Ventures Empower Women's Accelerator.

8. INCONSISTENCIES

In the event of an inconsistency between:

- (a) the General Conditions;
- (b) the Reference Schedule; or
- (c) any other document referred to in the Reference Schedule,

the General Conditions will prevail (or, where the inconsistency is between the Reference Schedule and a document referred to in the Reference Schedule, the Reference Schedule will prevail).

REFERENCE SCHEDULE

| | |
|--|---|
| <p>Commencement Date</p> | <p>[insert]</p> |
| <p>Founder</p> | <p>Founder 1 Name: [insert] Address: [insert] Email Address: [insert]</p> <p>Founder 2 Name: [insert] Address: [insert] Email Address: [insert]</p> |
| <p>UQ Ventures Empower Women’s Accelerator Program Term</p> | <p>[insert]</p> |
| <p>Project</p> | <p>(Startup Name)</p> |
| <p>Purpose</p> | <p>(Short purpose description)</p> |
| <p>Budget and Expenditure Plan</p> | <p>UQ Ventures Empower Women’s Accelerator Grant: The grant is \$10,000 paid in three (3) tranches as described in UQ Ventures Empower Women’s Accelerator Grant section below. Payment will be made following supply of correct invoices from the Founder and will follow UQ’s standard payment terms (which are usually 30 days).</p> <p>Proposed Expenditure: The planned expenditure is described in the Deliverables section below. It is noted that there is a high likelihood that expenditure areas will change as the startup progresses and learns more about its market, product/service, and priorities. The startup will communicate these changes with UQ Ventures Empower Women’s Accelerator in its regular UQ Ventures Empower Women’s Accelerator mentor sessions.</p> |
| <p>Services</p> | <ul style="list-style-type: none"> (a) Provide Founder with desk, chair and access to UQ Ventures Empower Women’s Accelerator Premises; (b) Provide internet access to Founder, subject to Founder accepting the terms and conditions of the third party providers; (c) Provide Founder with access to Mentors and UQ Ventures Empower Women’s Accelerator management; (d) Run regular workshops for all participants in the UQ Ventures Empower Women’s Accelerator; (e) Organise for the Founder regular project updates and progress reports with Mentors or UQ Ventures Empower Women’s Accelerator management either face-to-face or virtual; (f) Provide Founder with updates on innovation competitions, national and international exhibitions, trade shows, conferences, government programs, alerts on tech calls from strategic industry investors; (g) Provide Founder with public relations under the UQ Ventures Empower Women’s Accelerator brand where deemed appropriate by UQ Ventures Empower Women’s Accelerator in its absolute discretion; (h) Provide Founder with exposure to the start-up and funding community where deemed appropriate by UQ Ventures Empower Women’s Accelerator in its absolute discretion; and (i) Assist Founder with preparation of a pitch to investors where deemed appropriate by UQ Ventures Empower Women’s Accelerator in its absolute discretion. |

| <p>Giving Back</p> | <p>To assist in communicating the UQ Ventures Empower Women’s Accelerator experience to other potential participants, UQ’s entrepreneurship community and the broader startup ecosystem, each startup will be required to regularly create and publish marketing content that focusses on their program experience and UQ Ventures Empower Women’s Accelerator outcomes. This may include blogs, social media, videos, podcasts etc.</p> <p>Support with the broader Ventures community is expected e.g., as guest speakers or mentors at various Ventures programs, events, and activities. These events, online and in person, may include video recording and photography for promotional use.</p> <p>Please describe how you intend to regularly create this content on your startup journey</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>UQ Ventures Empower Women’s Accelerator Grant</p> | <p>\$10,000 paid in three (3) tranches aligned to achievement of the September, October, and November 2023 milestones, assuming continued successful and active participation in the UQ Ventures Empower Women’s Accelerator.</p> <p>Tranche payment schedule is described below, with the first payment due upon UQ Ventures Empower Women’s Accelerator and the Founder signing this Agreement and the last following the final pitch event. The schedule can be varied with the written agreement of UQ.</p> <table border="1" data-bbox="456 663 1417 797"> <thead> <tr> <th>Tranche #</th> <th>Amount</th> <th>Approx Invoice date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$5000</td> <td>8 September 2023</td> </tr> <tr> <td>2</td> <td>\$2000</td> <td>13 October 2023</td> </tr> <tr> <td>3</td> <td>\$3000</td> <td>7 December 2023</td> </tr> </tbody> </table> | | | | Tranche # | Amount | Approx Invoice date | 1 | \$5000 | 8 September 2023 | 2 | \$2000 | 13 October 2023 | 3 | \$3000 | 7 December 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>Startup Milestones for program timeframe</p> | <table border="1" data-bbox="392 931 1490 2065"> <thead> <tr> <th>Milestones</th> <th>Timing</th> <th>Responsibility</th> <th>Budget</th> </tr> </thead> <tbody> <tr> <td>September</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Media milestone 1: Pre-program Congrats team - you got into the UQ Ventures Empower Women’s Accelerator! Now is the perfect time to share your achievement and your excitement for your next three-month journey</td> <td>Deadline: Thursday 7 September</td> <td>Founder</td> <td>none</td> </tr> <tr> <td>Additional milestone to be determined</td> <td></td> <td></td> <td></td> </tr> <tr> <td>October</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Media milestone 2: Mid-journey It’s been an intense first month settling into the rhythm of the program. What’s new? Share your small wins and challenges so far.</td> <td>Deadline: Thursday 12 October</td> <td></td> <td></td> </tr> <tr> <td>Additional milestone to be determined</td> <td></td> <td></td> <td></td> </tr> <tr> <td>November</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional milestone to be determined</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Media milestone 3: Program Pitch Showcase Event You’re in the thick of the program now and it’s almost time for the pitch showcase event! Let people know how far you’ve come and your journey to date</td> <td>Deadline: Wednesday 29 November</td> <td></td> <td></td> </tr> <tr> <td>Media milestone 4: Post-showcase event. You did it! You made it through the final pitch showcase event, it’s time to reflect</td> <td>Deadline: Wednesday 6 December</td> <td></td> <td></td> </tr> </tbody> </table> | | | | Milestones | Timing | Responsibility | Budget | September | | | | Media milestone 1: Pre-program Congrats team - you got into the UQ Ventures Empower Women’s Accelerator! Now is the perfect time to share your achievement and your excitement for your next three-month journey | Deadline: Thursday 7 September | Founder | none | Additional milestone to be determined | | | | October | | | | Media milestone 2: Mid-journey It’s been an intense first month settling into the rhythm of the program. What’s new? Share your small wins and challenges so far. | Deadline: Thursday 12 October | | | Additional milestone to be determined | | | | November | | | | Additional milestone to be determined | | | | Media milestone 3: Program Pitch Showcase Event You’re in the thick of the program now and it’s almost time for the pitch showcase event! Let people know how far you’ve come and your journey to date | Deadline: Wednesday 29 November | | | Media milestone 4: Post-showcase event. You did it! You made it through the final pitch showcase event, it’s time to reflect | Deadline: Wednesday 6 December | | |
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| | on how your team and startup developed from where you were to where you are now. | | | |
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