



Research Agreement for Student Project

Project Title: 'XXXX'

WaterRA Project Number: XXXX-XX

Parties:

Water Research Australia Limited (**Company**)

ABN 32 127 974 261

And

XXXX (**Sponsor**)

ABN XXXX

And

XXXX (**University**)

ABN XXXX

And

XXXX (**Student**)

MinterEllison

L A W Y E R S

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Research Agreement for Student Project

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FOR NEGOTIATION

Date

2017

Parties

Name **Water Research Australia Limited**
ABN 32 127 974 261
Short form name **Company**
Address Level 2, 250 Victoria Square, Adelaide South Australia 5000
Attention CEO

Name XXXX
ABN XXXX
Short form name **Sponsor**
Address XXXX
Attention XXXX

Name XXXX
ABN XXXX a body corporate constituted under the XXXX Act
Short form name **University**
Address XXXX
Attention XXXX

Name XXXX
Short form name **Student**
Address XXXX

Background

- A The University has enrolled the Student in a course of study, in part to undertake the Project, as part of the Student's postgraduate degree.
- B The Sponsor has committed funding to the Company to support the provision of a WaterRA Postgraduate Scholarship for the benefit of the Student.
- C The Company has offered the Student a WaterRA Scholarship Package to undertake the Project as a part of the student's postgraduate degree or honours degree.
- D The University has agreed to facilitate the provision of the scholarship to the Student through its normal administrative procedures.
- E The Parties now wish to enter into this agreement to record the terms on which each Party has agreed to take part in the Project and to support the Student.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement, unless the contrary intention appears:

Background Intellectual Property means pre-existing or independently developed Intellectual Property that the owner has agreed to make available for use in the Project;

Commencement Date means the date of commencement of the WaterRA Postgraduate Scholarship as specified in the Project Plan;

Conferral Date means the date on which the University advises the student in writing that the thesis has been accepted and the student is eligible to graduate;

Confidential Information means any and all information, know-how, data and experience relating to the Project, whether existing prior to the Commencement Date or created during the course of the Project whether scientific, technical, commercial, financial or other nature;

Embargo means the period of time that publication of the Student Thesis may be withheld to allow for the protection of the Confidential Information.

Expiry Date of the WaterRA Postgraduate Scholarship means the date of expiry of the WaterRA Scholarship Funds as specified in the Project Plan;

Intellectual Property includes but is not limited to all inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patent rights, circuitry, computer programs, drawings, plans, specifications, copyright, trade mark rights, design rights, data, plant variety rights;

Operating Allowance means the financial support from WaterRA reimbursed directly to the University or sponsor for purpose of the Project in accordance with the schedule set out in the Project Plan and in accordance with the Operating Allowance Guidelines (EDU POL 01) located on the Company website www.waterra.com.au;

Party means a party to this agreement;

PCBU means person conducting a business or undertaking;

Primary Scholarship means the enrolment of the Student at an Australian University and includes an:

- (a) Australian Commonwealth Scholarship;
- (b) International scholarship with an Australian university;
- (c) Another equivalent scholarship with an Australian University at PhD or Masters level; or
- (d) In the case of an Honours student, the enrolment in an Honours degree;

Professional Development Activity means Company events and meetings arranged from time to time to provide the Student networking opportunities, access to mentoring and professional development experience.

Project means the research project agreed to by the Student, the sponsor and the Company for the purpose of the award of a WaterRA Postgraduate Scholarship, and approved by the University for the purpose of the research higher degree for which the Student is enrolled;

Project Intellectual Property means all Intellectual Property arising out of or developed during the course of the Project, except for copyright in the Research Thesis;

Project Plan means the details of the Project as set out in Schedule 1;

Reimbursement means a tax invoice addressed to the Company for expenditure incurred by the University or the sponsor that:

- (a) Has been approved by the Supervisor;
- (b) Is dated prior to the Expiry Date;
- (c) Is accompanied by tax receipts not more than twelve (12) months old as evidence of expenditure; and
- (d) Will not lead to the total of the Operating Allowance being exceeded.

Research Publications means research publications authored by the Student and emanating from work in the Project and directly undertaken toward the postgraduate degree for which a WaterRA Postgraduate Scholarship has been awarded to the Student;

Research Thesis means a paper, assessment task, seminar, dissertation or thesis completed by the Student that is required to be presented or submitted to the University to fulfil the requirements of their studies;

Scholarship Funds means the funding amount available to be paid to the University in respect of the WaterRA Postgraduate stipend and operating allowance, as set out in the Project Plan;

Scholarship Package means the stipend, the operating allowance, the professional development activities managed by the Company and a management fee. An Honours scholarship package does not include an operating allowance;

Sponsor means the organisation providing funds to support the cost of the Scholarship Package;

Stipend means the supplementary scholarship paid directly to the University from WaterRA to be paid to the Student prior to Expiry Date in accordance with the Project Plan;

Student means (as the context requires) either an applicant for, or recipient of a WaterRA Postgraduate Scholarship, tenable at the University;

Supervisor means the University employee or other person that is designated as the Student's principal supervisor for the purpose of carrying out the Project, as set out in the Project Plan;

Stipend Expiry Date of the WaterRA Postgraduate Scholarship means the date of expiry as specified in the Project Plan;

WaterRA Postgraduate Scholarship means a supplementary research scholarship granted to the Student. The scholarship is in part to undertake the Project, through the provision of the Scholarship Funds to the Student; and

Worker means a person who carries out work, in any capacity, for a PCBU, including working as a contractor or subcontractor or as an employee of a contractor or subcontractor as defined in the Work Health and Safety legislation.

1.2 Interpretation

In this agreement, unless the contrary intention appears:

- (a) any terms which are not defined in this agreement, but are defined in a schedule or annexure, have the meaning given to those terms in that schedule or annexure;

- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to a Party includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, government or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by the words 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it;
- (k) headings are for ease of reference only and do not affect interpretation;
- (l) all rights and powers granted to a Party under this agreement may be exercised by that Party in its absolute discretion; and
- (m) a reference to 'dollars' or '\$' is a reference to the currency of Australia.

2. Company Obligations

2.1 Provision of the WaterRA Postgraduate Scholarship

The Company agrees to provide:

- (a) In the case of a student undertaking a doctorate or masters by research degree, the Company supports for up to four (4) years full time in accordance with the Project Plan, including:
 - (i) The Stipend;
 - (ii) The Operating Allowance;
 - (iii) Management of Professional Development Activities including financial support for attendance at Company events; and
 - (iv) Access to the Company Mentoring initiative including travel to in-person meetings as approved by the Company in writing.
- (b) In the case of a student undertaking an honours degree, the Company supports for up to one year full time in accordance with the Project Plan, including:
 - (i) The Stipend;
 - (ii) Management of Professional Development Activities including financial support for attendance at Company events;

- (iii) Student membership to the Australian Water Association (AWA) from Commencement to Expiry;
- (iv) Financial support for registration and attendance at one national conference prior to Expiry; and
- (v) Legal advice relating to this agreement up to value of \$300 (inclusive of GST).

2.2 Unspent funds

If this agreement is terminated pursuant to clause 11, the Company must pay back the remaining Stipend and Operating Allowance to the Sponsor less the costs reasonably incurred or committed by the Company and the University in accordance with the Project Plan up to the date of termination.

3. Sponsor Obligations

3.1 Funding

The Sponsor agrees to pay the contribution amount listed in the Source of Funds table in the Project Plan (Schedule 1) to the Company comprising the:

- (a) Stipend;
- (b) Operating Allowance;
- (c) Professional Development Activities; and
- (d) Management Fee.

4. University Obligations

4.1 Request Payment of the Stipend

In accordance with the Project Plan, the University may submit one invoice per annum to the Company for payment of the Stipend prior to the Stipend Expiry Date.

4.2 Request Reimbursement of the Operating Allowance

- (a) In accordance with the Project Plan, the University may submit one or more tax invoices per annum to the Company for reimbursement of the Operating Allowance prior to the WaterRA Scholarship Expiry Date.
- (b) The Operating Allowance is only to be used for the reimbursement of expenses associated directly with the Project and student costs. For the avoidance of doubt, the Operating Allowance is not to be used for University overhead costs.

4.3 Payment to the Student

The University agrees to pay the Stipend to the Student, in accordance with its usual administrative procedures. For the avoidance of doubt, the University agrees to pay the full amount of the WaterRA Stipend value to the Student by the Stipend Expiry Date.

4.4 Unspent funds

If this agreement is terminated pursuant to clause 11, the University must pay back the remaining Stipend and Operating Allowance to the Company less the costs reasonably incurred or committed by the University in accordance with the Project Plan up to the date of termination.

5. Student Obligations

5.1 The Student must:

- (a) In the case of a PhD degree, have secured a Primary Scholarship with an Australian university;
- (b) Apply themselves diligently and to the best of their ability, to the successful completion of their degree within the timeframe specified in the Project Plan;
- (c) Comply with the Company reporting requirements as outlined in the Project Plan;
- (d) Comply with the Publications clause 9 in this agreement;
- (e) Participate in and provide information for media and marketing activities as reasonably requested by the Company at its cost;
- (f) Following the Conferral Date, provide one (1) copy of their thesis to both the Company and the Sponsor in the form stipulated in the Project Plan;
- (g) When reasonably requested by the Company and agreed to by the Supervisor, present on their research at Company and/or other events, including presentations recorded for later use by the Company. WaterRA will pay the reasonable costs of such activities;
- (h) Abide by University Regulations, requirements of Work Health and Safety legislation and codes on Human & Animal Experimentation;
- (i) Advise the Company in writing when they submit their thesis for examination with the University;
- (j) Advise the Company in writing if they undertake part-time work (up to ten hours per week); and
- (k) Advise the Company immediately of any change in the following circumstances:
 - (i) The Student's Address;
 - (ii) The Student's Contact details;
 - (iii) The submission date of the Research Thesis; or
 - (iv) The Student's Enrolment status.

5.2 Annual Leave

The Student may access annual leave in accordance with the policies and procedures of the University.

5.3 Extensions

- (a) Within four (4) months of the Company Stipend Expiry Date, the Student shall consider whether an extension of time is required;
- (b) Upon identifying the need for an extension of time provide written notice to the Company within three (3) months of the Stipend Expiry Date detailing:
 - (i) The reasons for the extension;
 - (ii) Whether the University has extended candidature for this period;
 - (iii) Whether the University Supervisor recommends the extension; and
 - (iv) Any other supporting information.

6. Work Health Safety Obligations

6.1 General Safety

- (a) The Company is obliged to ensure, so far as is reasonably practicable, the health and safety of its workers (including employees, contractors, students and volunteers) and members of the public in relation to its business which includes providing and maintaining an environment that is safe and without risk to health;
- (b) As a condition of this contract, the Company requires that each party complies with its work health and safety obligations at law including but not limited to:
 - i. Ensuring, so far as reasonably practicable, the health and safety of workers (including but not limited to employees and sub-contractors) engaged by that Party; and
 - ii. Ensuring, so far as reasonably practicable, the health and safety of other persons (including but not limited to the Company's employees, other contractors and members of the public) is not put at risk from work carried out by a Party (or any person engaged by that Party) in undertaking the Project.
- (c) The Parties must consult with the Company on work health and safety matters relevant to the Project;
- (d) All Parties agree that the Company has the right to carry out site inspections for work health and safety purposes in relation to the Project;
- (e) All Parties must ensure that the any persons it engages to undertake the Project, including but not limited to employee and sub-contractors, also comply with the requirements of this clause;
- (f) All Parties must ensure any Student who is involved in undertaking the Project also complies with the requirements of this clause;
- (g) Any Party who conducts activities on sites as part of the Project must participate in safety induction courses, attend safety meetings if so required by site operator and comply with all relevant site rules, procedures, requirements, guidelines and direction of the site operator or, where the site rules, procedures, guidelines and directions of the Party are stricter than those of the site operator, with such stricter rules, procedures, requirements, guidelines and directions of the Party ; and
- (h) The University must undertake an assessment of the risks associated with the activities carried out for the Project, and identify and implement appropriate measures to eliminate or minimise as much as reasonably practicable all work health and safety risks throughout the performance of those activities.

7. Intellectual Property

7.1 Background Intellectual Property

The Parties agree that Background Intellectual Property will remain in the ownership of the Party who brings it to the Project.

7.2 Rights to use Background Intellectual Property

Each Party may use the Background Intellectual Property contributed by the other Parties for the purposes of the Project but not otherwise without the written consent of the Party that owns it.

7.3 Student's retention of copyright in the Research Thesis

The Parties acknowledge that copyright in the Research Thesis and any Research Publications written by the Student will be owned by the Student.

7.4 Ownership of Results of the Project

Subject to clause 7.3 above:

- (a) Project Intellectual Property will be owned in accordance with the Project Plan;
- (b) The owner of the Project Intellectual Property grants to each Party a non-exclusive, perpetual, assignable, non-transferable, royalty-free worldwide license to use the Project Intellectual Property, other than for commercialisation, for:
 - (i) The purposes of the Project;
 - (ii) Internal teaching and research purposes; and
 - (iii) In the case of the Company, a right to sub-licence the Project Intellectual Property to any of the Company's members for all purposes other than commercialisation. For the avoidance of doubt a member of the Company includes those organisations listed as members on the Company website.

8. Confidential Information

8.1 Obligation of confidence

Each Party:

- (a) May only use the Confidential Information of the other Parties for the purposes of this Project; and
- (b) Must keep confidential all Confidential Information unless the information is:
 - (i) Already in the public domain prior to disclosure;
 - (ii) Received by a Party from an independent third party who is in lawful possession and who is entitled to divulge it and is not under any obligation of confidentiality;
 - (iii) Independently developed by an employee or officer engaged by the Party owing the obligation of confidentiality whilst having no knowledge of the other Party's Confidential Information;
 - (iv) Required to be disclosed by law (but only to the extent of the required disclosure); or
 - (v) Disclosed to a Party's legal, accounting, financial or other professional advisers provided that such disclosure is necessary and is subject to an obligation of confidentiality.

8.2 Right to disclose

A recipient of the Confidential Information may disclose the Confidential Information only to such persons who have been made aware that the information is confidential and who are legally bound to treat it as such, and to whom disclosure is necessary for the carrying out of the Project.

8.3 Obligation to third parties

An obligation of confidentiality owed to a third party must always be observed by each Party in accordance with the terms and conditions agreed with the third party.

9. Publication

9.1 Requirement for approval to publish

- (a) Subject to Clause 9.2, any Party may publish information regarding:

- (i) The existence and scope of the Project; and
 - (ii) The participation of the Parties in the Project.
- (b) Any Party wishing to publish any information concerning the Project Intellectual Property must seek the approval of the other Parties at least thirty (30) days prior to the intended submission of the publication. Each Party agrees to not unreasonably withhold its consent for the requested publication and will provide a response to the requesting Party within thirty (30) days of receipt. If a Party fails to provide a response within the thirty (30) day time limit, consent is deemed to have been given.

9.2 Acknowledgement

All publications by any Party must acknowledge the support of all Parties to this Agreement in a manner acceptable to the parties.

9.3 Protection of the examination process

- (a) Unless all Parties have agreed to and advised in clause 9.4, nothing in this agreement prevents the Research Thesis or other work subject to examination from being produced and assessed in accordance with the University's normal rules.
- (b) A Party must notify the University and the Student in writing if any examiner or assessor would be required to make a confidentiality undertaking.

9.4 Embargo

- (a) WaterRA may embargo publication of the Student's thesis for a maximum period of 12 months to allow for the protection of the Confidential Information;
- (b) A Party may request the embargo.

9.5 Publication restrictions to be reasonable

Subject to clauses 9.1 and 9.4, any restrictions on the rights of the Student or the University to publish information relating to the Project will only be such as are reasonable to protect the Confidential Information and shall not exceed six (6) months without the agreement of all Parties that the circumstances warrant a longer period of restriction.

10. Suspension or Termination of scholarship

- (a) An authorised officer of the Company may suspend or terminate the WaterRA Postgraduate Scholarship if in its view:
 - (i) A Party has breached an obligation in this agreement;
 - (ii) The University has modified, terminated or suspended the candidature of the Student;
 - (iii) The WaterRA Postgraduate Scholarship has been suspended for more than twelve (12) months;
 - (iv) There has been completion of the course of study, or the death, incapacity, resignation or withdrawal of the Student;
 - (v) Termination or suspension has been requested by the Sponsor in writing; or
 - (vi) On other reasonable grounds advised by the Company Chief Executive Officer.
- (b) A Student may apply to the Company to suspend the WaterRA Postgraduate Scholarship to take leave of absence up to a period of twelve months in total.

- (i) The Student must provide written notice to the Company within one (1) month of the intended date of suspension detailing:
 - (a) The reasons for the suspension;
 - (b) Whether the student will maintain candidature at the University for the period;
 - (c) Whether the University Supervisor consents to the suspension; and
 - (d) Any other supporting information.

11. Term and Termination

11.1 Term

Subject to **clauses 11.2 and 11.3** this agreement:

- (a) Commences on the day that the last party signs the Agreement; and
- (b) Terminates on the Conferral Date.

11.2 Variations

- (a) Variations to this agreement must be agreed in writing between all Parties.

11.3 Termination of Agreement

By providing notice to the other Parties, a Party may after thirty (30) days, terminate this agreement if:

- (a) A Party suffers an Insolvency Event;
- (b) A Party fails to remedy any breach of its obligations under this agreement that is capable of remedy;
- (c) A Party breaches any provision of this agreement and the breach is not capable of remedy;
- (d) A Party persistently breaches its obligations under this agreement;
- (e) In the reasonable opinion of the Parties, the objectives of the Project are unlikely to be achieved; or
- (f) In the reasonable opinion of the Company, the Project is no longer consistent with or likely to contribute to the achievement of the objectives of the Company.

12. Survival of obligations

The obligations in clauses 2.2, 4.3, 4.4, 7, 8, 9, 13 and 14 will survive termination or expiry of this agreement.

13. Waiver

A waiver by a Party of a breach of this agreement will not be deemed to be a waiver by that Party of any other breach, or of any subsequent breach of the same term, and no waiver will be binding on a Party in any event, unless it is in writing and executed by that Party.

14. Applicable law

This agreement is governed by and must be construed in accordance with the laws of South Australia and each Party:

- (a) Irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and all courts having jurisdiction to hear appeals from those courts; and
- (b) Waives any right to object to proceedings being brought in those courts for any reason.

NOTE: The Student intending to enter into this agreement is advised to obtain appropriate independent legal advice before doing so.

FOR NEGOTIATION

Schedule 1 - Project Plan

Student Name	
University	
Sponsor Organisation	
University Supervisor	
Collaborating Organisations	
Primary Scholarship Provider	
WaterRA Scholarship Funds Commencement Date	
WaterRA Scholarship Funds Expiry Date	
WaterRA Stipend Expiry Date	
WaterRA Stipend value (ex GST)	
WaterRA Operating Allowance value (ex GST)	
Scholarship type (PhD/Masters/Honours)	
University enrolment date	
University primary scholarship expiry date	
Embargo if required specify period of time	
Identification of Background IP	
Ownership of Project Intellectual Property	
<p>The parties acknowledge that :</p> <ul style="list-style-type: none"> a) Copyright in the Research Thesis is owned by the Student; and b) All other Project IP is owned by the University c) The University grants to the Parties a licence as per contract clause 7.4 (b) 	
Project Background and Summary	
Project Objectives (Specific, high level. No more than 5 dot points)	

Project Plan (add more lines as required. OzWater and overseas conference dates can be TBA)	
Year 1	
Feb 2017	
Year 2	
Year 3	
	Submission of thesis
TBA	Final presentation on submission of thesis as determined between WaterRA, the supervisor and the student
	Thesis to WaterRA PhD students –upon notification of conferral, one bound hard copy of thesis and electronic version for WaterRA website
	Thesis to Sponsor The Student is to provide an electronic version to Sponsor

Milestone and Payment Schedule

#	Party Responsible	Description of Milestone	Date due to WaterRA by	Amount (ex GST)
1	Company	Letter of Funding Commitment to Sponsor		
F1	Company	Funding Invoice 1 sent to Sponsor		
2	Parties	Execution of RASP Agreement		
3	University	Stipend invoice sent to Company March 2017 – February 2018		
4	University	Stipend invoice sent to Company March 2018 – February 2019		
5	University	Stipend invoice sent to Company March 2019 – February 2010		
6	University	Operating allowance invoice sent to Company		

		March XXXX – May XXXX		
7	University	Operating allowance invoice sent to Company May XXXX – May XXXX		
8	University	Operating allowance invoice sent to Company May XXXX – May XXXX		
9	University	Operating allowance invoice sent to Company May XXXX – May XXXX		
10	University	Final invoice sent to Company – (Note that invoice seeking to recover the balance of Operating Allowance due before WaterRA Scholarship Expiry Date and may not exceed \$15,000 (ex GST) in total)		
11	University	Progress report sent to Company March – August 2017		
12	University	Progress report sent to Company September XXXX– February XXXX		
13	University	Progress report sent to Company March – August XXXX		
14	University	Progress report sent to Company September XXXX – February XXXX		
15	University	Progress report sent to Company March – August XXXX		
16	University	Progress report sent to Company September XXXX – February XXXX		
17	Student and University	Submission of Thesis sent to Company		
18	Student	Thesis sent to Company		

Source of Funds Table

Source of Funds (list contributions)	Cash (\$)	In-Kind (\$)
WaterRA		
Sponsor	\$37,000	
Collaborators		

Signing page

EXECUTED as an agreement.

Signed for Water Research Australia Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Date

Date

Signed for [Sponsor] by an authorised officer in the presence of

Signature of officer ←

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Date

Date

Signed for [University] by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Date

Date

Signed by [Student] in the presence of

Signature of witness ←

Signature of student ←

Name of witness (print)

Office held

Date

Date