

CURTIN INTERNSHIP AGREEMENT

Single Project



This Agreement is made on the date that it is executed by Organisation between:

CURTIN UNIVERSITY (ABN 99 143 842 569) established and incorporated by the *Curtin University Act 1966* and situated at Kent Street, Bentley, WA (**Curtin**)

and

The organisation named in the Execution Schedule (**Organisation**).

1. PURPOSE

- (a) The purpose of this agreement is to allow a Curtin research doctorate student (**Intern**) to undertake research and development activities related to the Intern's area of research with the Organisation (**Internship**).
- (b) The Internship is described in detail in the schedule attached to this Agreement (**Schedule**) and capitalised words used in this Agreement may be defined in the Schedule.
- (c) The Organisation agrees to provide the Intern with adequate access to the Organisation's facilities and resources essential to support the Intern during the Internship.
- (d) The Organisation will assist the Intern to achieve the tasks set out in the Work Plan described in the Schedule (**Work Plan**).
- (e) The Parties have entered into this Agreement (including the Schedule and any variations to it) to agree on principles, roles and responsibilities required to support the Intern and ensure quality learning outcomes.

2. FEE

The organisation may agree to pay a fee for the internship to either the Intern and or Curtin. This will be identified in the Schedule for each intern.

3. INTERNSHIP

- (a) Unless otherwise agreed by the Parties in writing, the Internship will commence on the Start Date and end on the End Date specified in the Schedule
- (b) The Organisation agrees to provide a minimum of 60 full-time equivalent days of engagement to the Intern.
- (c) The Organisation will (at its own cost) provide the Intern access to its office space, oversight, material and equipment at its premises as necessary for the Intern to undertake the Work Plan.
- (d) Curtin will take all reasonable steps to ensure that the Intern is aware of the terms of this Agreement and signs any document required to give effect to the intellectual property and confidentiality provisions of this Agreement.
- (e) The Parties acknowledge that research work is of its nature uncertain and that particular outcomes and results from the Work Plan cannot be guaranteed.

4. POLICIES AND PROCEDURES

- (a) During the Internship, the Intern remains subject to Curtin policies and procedures.
- (b) The Organisation will provide the Intern with:
 - (i) relevant policies, regulations, rules, procedure manuals and directions for the use of equipment;
 - (ii) appropriate orientation with respect to security, emergency and safety policies and procedures.

- (c) The Intern must familiarise themselves with and observe the policies and procedures that have been expressly communicated to them by the Organisation.
- (d) If an accident or illness occurs during the Internship, the Organisation will provide emergency care for the Intern in accordance with the Organisation's usual procedures for visitors.
- (e) The responsibility for duty of care to any clients lies with the Organisation. The Intern will abide by the Organisation's decisions and lawful directions regarding clients.
- (f) The Organisation will refer any matter of Intern discipline to Curtin and agrees that Curtin will be responsible for handling the matter according to Curtin's disciplinary policy and procedures.

5. INDEMNITIES

- (a) Each Party (**Indemnitor**) indemnifies and will keep indemnified the other Party and its respective employees, agents or contractors (**Indemnitee**) from and against all legal liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Indemnitee or be incurred or become payable by the Indemnitee in respect of any negligent, wilful or unlawful act or omission on the part of the Indemnitor pursuant to this Agreement
- (b) The indemnity given by Indemnitor pursuant to clause 5 will be reduced proportionately to the extent that any negligent, wilful or unlawful act by the Indemnitee or its employees, agents or contractors may have contributed to any liabilities, loss, injury, death, loss or damage to property referred to in that sub-clause.
- (c) A Party will not under any circumstances be liable under this clause 5 for any special, indirect or consequential loss arising under or pursuant to this Agreement, including but not limited to loss of profit, loss of revenue, loss of goodwill, or loss of opportunity.

6. RISK ASSESSMENT

- (a) Curtin, in collaboration with the Organisation, will identify risks and mitigation strategies associated with the Internship. The Organisation will be required to identify and manage risks relevant to the Organisation's site.
- (b) The Organisation must notify Curtin of a notifiable incident (within the meaning of the relevant work health and safety legislation) that relates to an Intern during an Internship, immediately and within 2 hours at the latest.

7. PROFESSIONAL SERVICES

- (a) At all times during the Internship, the Parties intend that Intern will provide professional services to the level of their learning. Curtin staff will acquaint the relevant Organisation personnel with the Intern's levels of learning and those aspects of professional service for which the Intern has not been prepared or is unable to perform.
- (b) Curtin and the Organisation agree that Intern is supernumerary and not counted in the staffing roster of the Organisation during the Internship.

8. INSURANCE

Curtin warrants that it has public liability and personal accident insurance applicable to the Intern. The Organisation warrants that it has public liability insurance and workers' compensation insurance for its officers, employees, and agents. Each Party will provide a copy of

the relevant certificates of currency for these insurance policies to the other Party on request.

9. TERM, REVIEW AND VARIATION

- (a) This Agreement is made between the Parties on the date the last of the Parties executes this Agreement and continues until the End Date, unless terminated earlier in accordance with clause 9.
- (b) The Parties may agree in writing to terminate this Agreement at any time.
- (c) Curtin may terminate this Agreement at any time with immediate effect if the Intern withdraws from the Degree.
- (d) Upon termination or expiry of this Agreement the Organisation will not be entitled to a refund of any Fee if one has been paid.
- (e) If this Agreement is terminated for reasons other than the withdrawal of the Intern from the Degree, the Parties agree to allow the Intern to independently continue the work that is the subject of the Project (including ensuring that the Intern enjoys continuing access to intellectual property and Confidential Information) to the extent necessary for the Intern to complete the Intern's thesis. Nothing in this clause imposes an obligation on either Party to provide further funding to the Intern after the date of termination of this Agreement.
- (f) Without limitation to this clause, a Party's termination of this Agreement:
 - (i) will not affect the rights and obligations of the Party accrued before the effective date of termination; and
 - (ii) will be without prejudice to any other rights or remedies a Party may have with respect to any breach.
- (g) Clauses 5, 9(e), 10, 11, and 12(g) survive the expiration or earlier termination of this Agreement.

10. CONFIDENTIALITY AND PRIVACY

- (a) Each Party will maintain confidentiality of information belonging to the other Party and will comply with the other Party's requirements in relation to confidentiality including executing any relevant undertaking on confidentiality required by the other Party.
- (b) In relation to any personal information or data connected to the Internship or this Agreement, the Organisation will:
 - (i) comply with the provisions of the *Privacy Act 1988* (Cth) as if it were an agency bound by that Act;
 - (ii) implement appropriate security measures to ensure that personal information and data is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (iii) notify Curtin as soon as reasonably practicable of any unauthorised disclosure or potential disclosure of any personal information or data;
 - (iv) refrain from transmitting personal information relevant to this Agreement outside of Australia without the prior express consent of Curtin; and
 - (v) indemnify Curtin for any breaches of this clause by the Organisation, its employees or agents.
- (c) The privacy obligations will survive the expiry or termination of this Agreement.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

- (a) In this Agreement:
 - (i) **Project IP** means all intellectual property produced during the Internship but excludes copyright in the Intern's Thesis; and

(ii) **Thesis** means a thesis submitted by the Intern to comply with the requirements for the award of the Degree.

- (b) The ownership of pre-existing or independently created intellectual property contributed to the Internship and any improvement to it remains vested in the Party that provided that intellectual property.
- (c) (**Project IP**) will be owned by the entity specified in the Schedule.
- (d) The Organisation acknowledges and agrees that an Intern's Thesis may contain details and results developed during the course of the Internship.
- (e) Each Party acknowledges that it utilises any Project IP at its own risk, and it is the responsibility of the Party to make its own assessment of the suitability of the Project IP and any advice or information generated from the Project.

12. ACADEMIC THESIS

- (a) Intellectual property in the Thesis vests in the Intern.
- (b) Under moral rights' provisions of the *Copyright Act 1968* (Cth), Interns are entitled to be attributed as the creators of original Thesis that they produce as part of the Degree. This means that Interns should receive credit or acknowledgement, regardless of whether Curtin has given the Organisation a licence to use the Project IP for internal purposes.
- (c) The Organisation acknowledges and agrees that the Intern may submit a Thesis to Curtin as required by the terms and conditions of the Degree which may include submitting a copy of the completed Thesis to the Curtin library.
- (d) The Organisation will be given the opportunity to review any Thesis and may require, acting reasonably: amendment of the Thesis associated with removal of the Organisation's confidential information or intellectual property; or for the Thesis (and any corresponding publication) to be examined in confidence and/or withheld from access to the public for a period of 12 months.
- (e) If the Organisation does not elect to review the Thesis, or if the Organisation does not provide feedback within 30 days of receiving the Thesis for review, the Organisation's approval is taken to have been given to the provision of the Thesis for assessment and any publication of the Thesis.
- (f) Curtin will ensure that the Intern acknowledges the Organisation's support of the Internship in the Thesis.

13. GENERAL

- (a) Each Party enters into this Agreement as an independent contractor.
- (b) The Parties will comply with all relevant state and federal laws of Australia applicable to this Agreement, including but not limited to the *State Records Act 2000* (WA).
- (c) The Organisation must obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including but not limited to the *Criminal Code Act 1995* (Cth) and the *Modern Slavery Act 2018* (Cth).
- (d) Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.
- (e) Nothing in this Agreement will be construed so as to make an employee, agent or partner between Curtin and the Organisation or between the Intern and the Organisation.
- (f) The Parties can sign this Agreement in any number of counterparts and the counterparts taken together will form



one Agreement.

- (g) This Agreement may be varied by written agreement of the Parties.
- (h) This Agreement will be governed and construed according to the laws of Western Australia, and the Parties irrevocably submit to the exclusive jurisdiction of the courts there with respect to all matters arising under or relating to this Agreement.
- (i) This Agreement and together with the Schedules constitutes the entire agreement between the Parties in relation to this subject matter of this Agreement and any prior arrangements, agreements, representations or undertakings are superseded.

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EXECUTION SCHEDULE

Signed on behalf of **CURTIN UNIVERSITY** by its authorised signatory:

Authorised Signatory and title	
Date:	ADVCR or delegate

Signed on behalf of:

Organisation Name and ABN:	
Organisation Address:	
Signature:	
Authorised employee:	Name:
	Title:
	Email:
	Telephone:
Date:	

SCHEDULE: Work Plan

Type of internship:	<p>Individual - This is one Intern working on a define internship that starts and ends.</p> <p>Serial – This is an Individual internship that overlaps with others for a continuation of the R&D internship activity. There would be an expected handover period between the interns.</p> <p>Concurrent – This is when multiple interns work in a team or group activity to achieve a collaborative R&D internship project or activity. Large Internship activities could be concurrent and serial.</p>
Location of Internship:	
Internship Supervisor:	
Intern(s) Name (first name, last name) and Curtin student ID.	
Degree:	
Start date:	
End Date:	
Total number of days: Note – must be 60 days minimum	
Description of Internship:	
Fee: Select one option.	<p>OPTION 1: There is no fee payable by the organisation to the Intern for this Internship.</p> <p>OPTION 2: The Organisation agrees to pay the Intern the Fee to support the carrying out of the Internship by the Intern.</p>
Project IP: Select one option.	<p>OPTION 1: Project IP will be owned by the Intern. – If Internship overlaps with Doctoral Research activity.</p> <p>OPTION 2: Project IP will be owned by Curtin. Curtin grants to the Organisation a world-wide, non-exclusive, irrevocable, perpetual, permanent, non-transferable, royalty-free licence to use the Project IP for its internal purposes only.</p> <p>OPTION 3: The Internship activities are not related in any way to the Doctoral Candidacy. Therefore, the Intern project IP will be shared between the organisation and the intern unless otherwise agreed.</p>
Work Plan: Provide a description or attach as a separate page.	

Signed for and behalf of Curtin University Associate Deputy Vice Chancellor of Research (ADVCR) or delegate.	Name:
	Position Title:
	Date:
Signed for and behalf of ABN (Australian Business Number):	Name:
	Position Title:
	Date:

Please email the completed form to ROC-Excellence@curtin.edu.au