



Australian
National
University

The Australian National University

Internship Agreement

TABLE OF CONTENTS

1 **DEFINITIONS AND INTERPRETATION** **1**

2 **INTERNSHIP** **2**

3 **HOST PREMISES** **2**

4 **TERM AND TERMINATION** **3**

5 **PARTY OBLIGATIONS** **4**

6 **INTERNSHIP SCHEDULE** **4**

7 **INSURANCE**..... **4**

8 **CONFIDENTIAL INFORMATION**..... **4**

9 **PUBLICATION**..... **5**

10 **INTELLECTUAL PROPERTY** **5**

11 **PROTECTION OF PERSONAL INFORMATION** **5**

12 **MISCELLANEOUS**..... **6**

ANNEXURE A **8**

ANNEXURE B **12**

PARTIES

THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) of Acton in the Australian Capital Territory, 2601 (**University**)

AND

The Party described in Item 1 of the Internship Schedule as the Host (**Host**)

BACKGROUND

- A. The University and the Host wish to collaborate under the terms of this Agreement to enable Students to undertake an internship to gain experience for academic credit as part of their University studies.
- B. Each Student Internship will be governed by the terms of this Agreement and an Internship Schedule agreed by the Parties.

AGREED TERMS

1 Definitions and interpretation

1.1 In this Agreement:

Agreement means this agreement which, including Annexure A (the Internship Schedule), contains the entire agreement between the Parties. For the avoidance of doubt, in the event of any conflict, the Internship Schedule prevails to the extent of any inconsistency.

Agreement Term means the period specified in item 3(a), Internship Schedule.

Assessable Work means reports, presentations, journals or other materials including course work, produced by the Student and which will be assessed for Program credit.

Background Intellectual Property means the Intellectual Property that is in existence prior to the Commencement Date and includes, without limitation, the Intellectual Property described in Items 9 and 10 of the Internship Schedule.

Business Conduct Guidelines means the policies and rules (including induction requirements where applicable) to be applied by Host to the performance of the Internship, set out in clause 3.2 or as specified in Item 13 of the Internship Schedule and as notified to the Student from time to time by the Host.

Commencement Date means the date that this Agreement is executed by both Parties.

Confidential Information means information of whatever description, whether in permanently recorded form or not, which:

- (a) relates to the Discloser's:
 - i. business, operations or strategies;
 - ii. financial or marketing information;
 - iii. intellectual or other property; or
 - iv. customers, contractors, suppliers or competitors;
- (b) is designated by the Discloser as confidential; or
- (c) the Recipient knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement; or

- (e) as established by written evidence, has been developed or acquired independently of the Discloser.

Course means the course of study in which the Student is enrolled and will attain credit for the Internship.

Discloser means a Party who discloses Confidential Information.

Intellectual Property means statutory and other proprietary rights in respect of trade marks, designs, patents, circuit layouts, copyright, plant breeders rights, confidential information, know-how and all other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields but does not include copyright in a Student's course work or thesis.

Internship means a placement for a period of attendance for work experience undertaken with the Host by the Student under the terms of this Agreement and for Course credit.

Internship Schedule means the schedule set out in Annexure A and includes Part A and Part B of that schedule.

Internship Term means the period of the Student's Internship as specified in Item 3(b) of the Internship Schedule.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Program means the University program specified in Item 4 of the Internship Schedule.

Special Conditions means those items specified in Item 13 of the Internship Schedule that the Parties agree will apply to the Student Internship.

Student means the person who is enrolled at the University and who is named in Item 2 of an Internship Schedule provided by the University to the Host from time to time during the Term of this Agreement.

Student Deed Poll means the deed poll set out in Annexure B.

2 Internship

- 2.1 Subject to the Parties agreeing the terms of an Internship Schedule for each Student and the Student providing an executed Student Deed Poll to the University:
- 2.1.1 the University agrees the Student may undertake the Internship with Host for Program credit; and
 - 2.1.2 the Host agrees that the Student may undertake the Internship with the Host, in accordance with the terms of this Agreement.
- 2.2 The University will promptly provide the Host with a copy of a Student Deed Poll executed by each Student undertaking an Internship.

3 Host Premises

- 3.1 The Host permits the Student to enter and remain on its premises for the Term for the purposes of the Internship. Any Business Conduct Guidelines, induction procedures or other workplace orientation required by the Host must be specified in Item 13, Special Conditions in Annexure A.

- 3.2 The Host has a duty of care to the Student under relevant workplace health and safety legislation, codes of practice and Australian Standards to ensure that there is provision of:
- 3.2.1 a safe workplace;
 - 3.2.2 a safe work system;
 - 3.2.3 adequate supervision and training;
 - 3.2.4 induction to site and equipment and system of work; and
 - 3.2.5 appropriate risk assessment, consultation and sharing of relevant information relating to workplace health and safety and welfare of workers.

4 Term and Termination

Agreement

- 4.1 This Agreement commences on the Commencement Date and expires on the End Date as specified in item 3(a), Internship Schedule, but may be varied, terminated or extended by written agreement of the Parties.
- 4.2 This Agreement may be terminated:
- 4.2.1 at the end of the Term;
 - 4.2.2 immediately, by the ANU, if the Internship Organisation suffers an Insolvency Event;
 - 4.2.4 if a Party gives the other Parties 30 days' written notice of termination; or
 - 4.2.5 immediately if there is a breach of a provision of this Agreement where that breach:
 - (i) is not capable of being remedied;
 - (ii) if capable of being remedied, is not remedied within 7 (seven) days (or such longer period agreed by the Parties) of the other Parties being informed in writing of the breach.

Internship

- 4.3 The Internship commences on the Internship Commencement Date and expires on the Internship End Date as specified in item 3(b) of the Internship Schedule.
- 4.4 The Parties may agree to terminate the Internship:
- 4.4.1 where the Student breaches their obligations and that breach is not capable of rectification;
 - 4.4.2 if the Student ceases to be enrolled in the Program at the University; or
 - 4.4.3 at any time by agreement between the Parties..
- 4.5 In the event this Agreement is terminated the Parties agree:
- 4.5.1 the progress and welfare of the Student/s is of paramount importance; and
 - 4.5.2 each Party must use their best endeavours to ensure that the Student/s is not adversely affected by the termination or expiry of this Agreement and wherever possible is able to complete their internship on the same or similar terms as provided under this Agreement.
- 4.6 Clauses 1, 7.1, 8.1, 9.1, 10.1 and 12 survive termination or expiry of this Agreement.

5 Party Obligations

- 5.1 The Host will ensure the Host Supervisor set out in Item 6(b) of the Internship Schedule (**Host Supervisor**) provides supervision to the Student during the conduct of the Internship.
- 5.2 The University will ensure the University Supervisor set out in Item 5(b) of the Internship Schedule (**University Supervisor**) provides academic supervision to the Student during the conduct of the Internship.
- 5.3 The Host must ensure that the Student's hours of work and absence provisions are determined and agreed prior to the commencement of the Internship.
- 5.4 Salary will be as specified in item 7 of the Internship Schedule.
- 5.5 The Student will be required to acknowledge that this Agreement may be terminated for poor performance or withdrawal from the Program prior to the expiration of the Internship Term.
- 5.6 The Host must ensure the experience gained during the Internship is meaningful and incorporates the Student into the Host's work environment.
- 5.7 The Parties agree to use their best endeavours to ensure the Internship experience for each Student meets the outline and objectives for the Internship as specified in Item 14 of the Internship Schedule.

6 Internship Schedule

- 6.1 The University will ensure the Student and the University Supervisor complete the Internship Schedule and provide a copy to the Host. The terms of each Internship Schedule must be agreed by both Parties.
- 6.2 In the event of any inconsistency between the provisions of the Internship Schedule and the body of this Agreement, the terms of the Internship Schedule prevail to the extent of the inconsistency.

7 Insurance

- 7.1 Where the Host does not employ the Student, the University will provide personal accident insurance cover for the Student while the Student is undertaking the Internship.

8 Confidential Information

- 8.1 Each Party must keep confidential, and not use or disclose, any Confidential Information of the other Parties, except as permitted by this Agreement.
- 8.2 Each Party must use the Confidential Information of another Party only for the purposes of exercising its rights and complying with its obligations under this Agreement.
- 8.3 Each Recipient may disclose the Confidential Information of a Discloser in the following circumstances:
 - 8.3.1 the disclosure is required by law, by the Minister responsible for the University or by the rules of any stock exchange upon which a Party's shares or those of its parent company or shareholders are listed;
 - 8.3.2 the disclosure is to:
 - (a) an officer, employee, agent or contractor of the Recipient; or
 - (b) a professional legal adviser of the Recipient, acting in that capacity;but only to the extent that he or she needs to know the Confidential Information for the purposes contemplated by clause 8.2 and only if, before disclosure, he or she has been

directed by the Recipient to keep confidential all Confidential Information of the Discloser; or the Discloser consents in writing to the disclosure.

- 8.4 The Recipient must ensure that its officers, employees and contractors comply with this clause, and each Recipient must protect the Discloser's Confidential Information using the same degree of care that is used in protecting its own proprietary and confidential information.
- 8.5 The Recipient must notify the Discloser of, and take all steps to prevent or stop, any suspected or actual breach of this clause.
- 8.6 The Host must not prevent the Student from submitting Assessable Work, which refers to or contains information obtained through performance of this Agreement, for assessment or examination purposes. Any variation or additional conditions required by the Host to protect its Confidential Information must be specified in Item 10 of the Internship Schedule.
- 8.7 Confidentiality under the Deed Poll?

9 Publication

- 9.1 Unless otherwise specified in Item 12 of the Internship Schedule, the Host will not limit the Student's right to copy, reproduce, divulge, publish or circulate (or authorise or permit anyone else to copy, reproduce, divulge, publish or circulate) information that is the property of the Host solely for the purpose of completing their studies.
- 9.2 The Host acknowledges that one of the aims of the University is to encourage the public dissemination of research results generated through University programs. As such, the Host agrees to use its best endeavours to limit any restrictions it imposes on publication.

10 Intellectual Property

- 10.1 Each party retains ownership of any Background Intellectual Property it contributes in respect to each Internship.
- 10.2 Unless otherwise specified in the Item 8 of the Internship Schedule, each Party grants to the other parties a royalty free, non-exclusive licence to use its Background Intellectual Property only to the extent that it is necessary for the performance of each Internship pursuant to this Agreement.
- 10.3 The Parties must ensure that the Internship is not specifically related to research projects to minimise any issues relating to ownership or use of Intellectual Property arising during the Internship. Where Intellectual Property is created by a Student during the Internship Term, it will be owned by the Party or person who created it unless otherwise specified in Item 9 of the Internship Schedule.

11 Protection of Personal Information

- 11.1 The Host agrees to:
 - 11.1.1 use Personal Information (as defined in the *Privacy Act 1988* (Cth)) (**Privacy Act**) held or controlled by it in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
 - 11.1.2 take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
 - 11.1.3 comply with the Australian Privacy Principles in the Privacy Act to the extent that the content of those principles apply to the types of activities the Host is undertaking under this Agreement.

12 Miscellaneous

- 12.1 This Agreement is governed by the laws of the Australian Capital Territory and the Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
- 12.2 A Party notifying or giving notice under this Agreement must give notice in writing, addressed to the other Party's email contact details specified in the Item 4 and Item 5 of the Internship Schedule (as applicable).
- 12.3 A Party must not assign or attempt to assign or otherwise transfer any right arising out of this Agreement without the written consent of the other Party.
- 12.4 A variation to this Agreement will only be valid if the variation is in writing and signed by both Parties.

EXECUTED AS AN AGREEMENT

SIGNED

for and on behalf of the **Australian National University** ABN (52 234 063 906) by an authorised officer in the presence of:

(Signature of authorised officer)

(Signature of witness)

(Printed name of authorised officer)

(Printed name of witness)

(Position of authorised officer)

Date

SIGNED

for and on behalf of the [Host] ABN [Insert] in accordance with [section 127(1) of the *Corporations Act 2001* (Cth)] by an authorised officer in the in the presence of:

(Signature of authorised officer)

(Signature of witness)

(Printed name of authorised officer)

(Printed name of witness)

Date

Annexure A

Internship Schedule

Part A: Details

Item	Item description	Details
1.	Host	Name: Address: insert physical address only ABN:
2.	Student	Name: Address: Phone: Email:
3.	a) Agreement Term b) Internship Term	Commencement Date: End Date: Commencement Date: End Date:
4.	Program	Program: Insert program name/description College: Insert College in which the Student is enrolled
5.	University a) Contact b) Supervisor/s	Contract manager - Insert name, contact details and position at University Email address for notices: Academic contact - Insert name, contact details and position at University Email:
6.	Host a) Contact b) Supervisor/s	Contract manager - Insert name, contact details and position of supervisor Email address for notices: Insert Not Applicable OR name, contact details and position of supervisor Email:

7.	Remuneration	Insert amount per annum and frequency of payment specified
8.	Insurance	Insert details (policy names, hyperlinks etc) OR insert Not Applicable
9.	Background Intellectual property and licence	Detail the Background Intellectual Property being brought to this arrangement by any of the Parties. University: Student: Restrictions on licence in clause 10.2: Insert None or set out restrictions
10.	Intellectual Property ownership	Insert words No Variation OR insert alternative ownership provisions– do not leave blank
11.	Confidentiality	Insert words No Variations OR use optional clauses
12.	Publication	Insert words No Variations OR use optional clauses
13.	Special Conditions	Insert words Not Applicable OR insert details For example: Business Conduct Guidelines, induction requirements etc
14.	Internship Outlines and Objectives	These are set out in Part B of this Internship Schedule.

Part B: Internship Outlines and Objectives

1. Enrolment

- 1.1. The student, [Name and Uni ID], is enrolled in the ENGN3200 for the duration of the Internship and be assessed for academic credit, as agreed with the course convenor and specified in The Internship Schedule.

2. Internship objectives

- 2.1. The internship will enable the Student to develop their engineering skills and practice. Students will be placed in industry, working full-time and assessed for academic credit as outlined in more detail below. The curriculum, that is the content and learning processes, will be defined by the work, and internships will be offered (as far as possible, and when available) in areas that match the aims and content of the ANU College and Engineering and Computer Science bachelor programs.
- 2.2. Intended learning outcomes include, but are not limited to:
 - 2.2.1. Experience of applying existing engineering knowledge
 - 2.2.2. Ability to identify when new engineering knowledge is required, and apply it
 - 2.2.3. Ability to integrate existing and new technical knowledge for industrial application
 - 2.2.4. Ability to demonstrate relevant Stage 2 Engineers Australia technical competencies
 - 2.2.5. Understanding of lifelong learning processes through critical reflection.

3. Indicative assessment

The assessment items are flexible enough to allow the unique content of the work, experiences, existing and new technical knowledge, Engineers Australia competencies (stage 2), and other work-place issues to be integrated. The specific engineering tasks and the work-place experiences will also be resources for the assignments. Any learning from prescribed readings, which will be available on the course website, should be integrated into the assessment items.

3.1. e-Portfolio (20%)

Keep a journal recording of tasks and experiences over a minimum of 10 consecutive weeks (12u credit) or 20 consecutive weeks (24u credit). Write three 1-page pieces addressing value-expectancy for the internship; one each for the start, mid-point and end of the internship.

3.2. Report (60%)

A report addressing the Engineers Australia Stage 2 competencies that have been selected as most relevant the internship. The selection of competencies will be a negotiation between the Student, the University course convenor and the Host. Provide evidence from your work or experiences that demonstrate the competencies.

3.3. Internship supervisor report (20%)

A report from the Host Supervisor will be used for final grading. The report will be designed to reflect the Student's performance throughout the internship using the Stage 2 competencies and/or any expectations agreed on at the start of the internship.

3.4. Skills and knowledge to be demonstrated and/or acquired during the internship

The activities assigned to the Student should result in completed project and professional development tasks which align with the responsibility levels for Level 1 – Professional engineer / scientist from APESMA and as set out in the Engineers Australia National Generic Competency Standards – Stage 2 Competency Standards for Professional Engineers. This will enable the Student to complete the assessment required for academic credit in the ENGN3200 Engineering Internship course at ANU.

4. Internship project

4.1. [Title]

4.2. [Field of Engineering]

4.3. Description of work and tasks

4.4. Deliverables:

4.4.1. The Host Supervisor will provide a written as set out in section 3.3.

4.4.2. The Student must produce:

4.4.2.1. the e-Portfolio as outlined in section 3.1

4.4.2.2. the Report outlined in section 3.2

4.4.3. The Student must provide a report on research outcomes

Annexure B

Student Deed Poll

[Students undertaking an Internship must sign this Deed Poll and provide a copy to the University Supervisor. Students should retain a copy.]

The University and the Host have agreed to facilitate you undertaking the Internship for Program credit. Your role and obligations during the Internship include:

1 Professional Conduct

- 1.1 You must comply with the Host's policies while on their premises, and when having contact with their clients.
- 1.2 At all times you must obey the reasonable instructions of the Host.

2 Confidentiality and Privacy

- 2.1 You cannot disclose any information or records obtained during the Internship without the Host's prior written consent.
- 2.2 You must take all reasonable measures to ensure that any information or records accessed or held by you is protected against loss or unauthorised access, use, modification, disclosure or other misuse.
- 2.3 You can only use the information and records obtained during the internship for the purpose and for the period of the internship.
- 2.4 You must pass any complaints regarding privacy or confidentiality immediately to your University Supervisor.
- 2.5 You consent to your personal information being disclosed to the Host for the purpose of undertaking the Internship.

3 Questions, Issues, Disputes and Disciplinary Action

- 3.1 In the event of any question, issue or dispute arising in relation to your Internship (including failure to meet the required standard of conduct and behaviour), your University Supervisor and Host Supervisor will discuss a course of management to resolve the matter.
- 3.2 You must inform your University Supervisor immediately if the risk of, or an actual conflict of interest arises prior to, or during, your Internship.
- 3.3 During the Internship, you will remain subject to the University's policies and procedures.

4 Special Conditions

4.1 [Insert any additional special conditions. For example, if required by the Host include any declaration regarding political affiliation here for Parliamentary Internships]

E.g. Scholarship

- 4.1 The University will provide you with a scholarship in the amount of [insert amount per week/month] for the duration of the Internship (**Scholarship**).
- 4.2 You agree that early termination of the Internship for poor performance or withdrawal from the Internship may result in termination of the Scholarship before the expiration.

E.g. Intellectual Property

4.3 All rights, title and interest in Intellectual Property created by you during the Internship (**Internship IP**) will be owned by the Host on its creation.

4.4 You must:

- a) disclose Internship IP promptly to Host and University; and
- b) at the request of the Host, promptly execute any confirmatory assignments of right, title and interest in the Internship IP to the Host or its nominee.

E.g. Moral Rights

4.5 You consent to the Host:

- a) using, reproducing, adapting or exploiting all or any part of the Internship IP, with or without attribution of authorship;
- b) supplementing the Internship IP with any other material;
- c) using the Internship IP in a different context to that originally envisaged, where it is reasonable in the circumstances, but does not include false attribution of authorship or derogatory treatment of the Internship IP.

4.6 If the Host publishes the Internship IP, it will acknowledge your contribution, however the Host, its successors in title and their licensees are under no obligation to publish such Internship IP.

5 Student Consent

5.1 You acknowledge and agree that progress and other information necessary for the monitoring of performance and/or behaviour during the Internship will be provided by the Host to the ANU and by the ANU to the Host.

5.2 You consent to the collection, disclosure and use of such Personal Information by and between the ANU and the Host as is relevant and necessary for the administration of your participation in the Internship.

6. Independent Advice and Own Reliance

6.1 You warrant and represent that in entering into this Agreement:

- a. You have had the opportunity to obtain independent legal advice and enter into this Agreement freely and voluntarily on the basis of that advice;
- b. You acknowledge that neither the ANU nor the Host provide financial or business advice and you will seek your own financial, tax or business advice in relation to your rights or obligations under any remuneration arrangement referred to in this Agreement;
- c. It is your responsibility to determine the taxation implications of the internship, if any, which apply to your individual circumstances; and
- d. You are aware that the ANU and the Host rely on the warranties and representations made by you in connection with this Agreement.

By signing this form, I acknowledge that:

- A. I have read this Schedule, including Annexures A and B in full and agree that I have had the opportunity to seek independent legal advice;
- B. I have read and understood and agree to abide by any policies or Business Conduct Guidelines of the Host which apply to my Internship;

- C. I give my consent to the Host to perform any police and background checks that may be required. I understand that failure to provide consent may result in the forfeiting of my participation in the internship;
- D. My participation in the internship does not create any relationship of employment between me and the Host; and
- E. I acknowledge that any false or misleading information supplied by me may result in my Internship being reviewed or even terminated.

Signed, sealed and delivered as a Deed Poll:

Date _____

Student
signature _____

Student
name _____

Witness
signature _____

Witness
name _____