

## PhD STUDENT RESEARCH INTERNSHIP AGREEMENT

UWA	ORGANISATION
<p>The University of Western Australia, a body corporate established pursuant to the provisions of the <i>University of Western Australia Act 1911 (WA)</i>, of 35 Stirling Highway, CRAWLEY, WA, 6009</p> <p>ABN: 37 882 817 280</p>	<p>Company name:</p> <p>Registered address:</p> <p>ABN:</p>

### BACKGROUND

- UWA conducts postgraduate research training in the Course, and, as part of the Course encourages PhD students to undertake Research Internships in a related area. The Student is enrolled in the Course.
- The Organisation has agreed to accept the Student for a Research Internship to support the professional training and work-related experiential learning of the Student related to their area of research as part of their Course.
- The parties enter into this Agreement to record the terms and conditions that will govern the Student's Research Internship with the Organisation.

### DETAILS

1	<b>Student Details</b>	<p>Name: _____ Student Number: _____</p> <p>Student Email: _____</p>
2	<b>Dates of Internship</b>	<p>Start Date: _____ End Date: _____</p>
3	<b>Mode of attendance and location(s)</b>	<p><b>Mode:</b> <i>Please select one:</i></p> <p><input type="checkbox"/> Face to Face      <input type="checkbox"/> Remote      <input type="checkbox"/> Hybrid</p> <p><b>Location</b> <i>If face to face or hybrid, please specify address:</i></p> <p><b>Work Schedule:</b></p> <p><input type="checkbox"/> Full Time      <input type="checkbox"/> Part Time</p> <p>Approx hours per week:</p> <p>Total number of hours or FTE days:</p> <p><i>UWA PhD Students are expected to complete at least 60 FTE days (or a minimum of 450 hours) in the Research Internship over at least 3 months. A full-time equivalent (FTE) day is defined as the number of hours in a standard working day for the Organisation's industry sector. Days of engagement can include non-business days.</i></p> <p><i>This is not an employment contract; the Research Internship is solely for educational purposes and does not create an employment relationship.</i></p>
4	<b>Payments</b>	<p><i>This Research Internship is lawfully unpaid, however, the Organisation may elect to contribute a stipend to the Student for the duration of the Research Internship. For payments to the Student, please set out the total amount payable to the Student and provide invoicing details, noting that UWA will invoice the Organisation and arrange for payment to the Student.</i></p> <p>Amount: \$ _____ <i>Recommended stipend amount is \$3000 per month</i></p> <p>Invoicing details:</p>

5	<b>Intellectual Property</b>	<p><i>Per clause 6, the parties agree ownership of Intellectual Property created or developed during the course of the Research Internship (other than copyright in the Student Work which remains with the Student as author) will vest as set out here. If no box is selected, refer to clause 6.</i></p> <p><i>Please select <b>one</b>:</i></p> <p><input type="checkbox"/> Intellectual Property will vest in the party that created it and is licensed to the parties and the Student in accordance with clause 6</p> <p><b>OR</b></p> <p><input type="checkbox"/> Intellectual Property will vest in Organisation and is licensed to UWA and the Student in accordance with clause 6</p> <p><b>OR</b></p> <p><input type="checkbox"/> Intellectual Property will vest in UWA and is licensed to Organisation in accordance with clause 6</p>	
6	<b>Reporting and Feedback</b>	<p>The Organisation will provide feedback per clause 4.3(f) using UWA's template. UWA will manage timesheets and reports. The Student will log internship hours for Organisation approval and submit them to the Graduate Research School.</p>	
7	<b>UWA Academic Mentor and Organisation Supervisor</b>	<p>UWA PhD Supervisor</p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>	<p>Organisation Supervisor</p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>
8	<b>Contact Officer</b>	<p>UWA Contact Details:</p> <p>Name: HDR internships team</p> <p>Address: 35 Stirling Highway, Crawley WA 6009</p> <p>Email: <a href="mailto:internships-grs@uwa.edu.au">internships-grs@uwa.edu.au</a></p>	<p>Organisation Contact Officer (If different from above)</p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>

**EXECUTED as an agreement by the parties:**

<b>SIGNED FOR THE UNIVERSITY OF WESTERN AUSTRALIA BY ITS AUTHORISED REPRESENTATIVE:</b>		<b>SIGNED FOR ORGANISATION BY ITS AUTHORISED REPRESENTATIVE:</b>	
NAME:	Professor Hélène de Burgh-Woodman	NAME:	
TITLE:	Pro Vice-Chancellor (Research Training)	TITLE:	
DATE:		DATE:	

<p><b><i>Acknowledged by PhD Student named in DETAILS</i></b></p> <p>Signature:</p> <p>Date</p>	<p><b><i>Acknowledged by PhD supervisor named in DETAILS</i></b></p> <p>Signature:</p> <p>Date:</p>
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## IT IS HEREBY AGREED:

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:

**Claim** means any claim, notice, demand, debt, account, action, expense, cost, lien, loss, damage, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

**Confidential Information** means any Intellectual Property, or information in material form and raw data and excludes information which:

- a) is or becomes public knowledge or part of the public domain other than as a result of breach of this Agreement by the recipient party or its representatives;
- b) has been independently developed or acquired by the recipient; or
- c) becomes available to the recipient from a source other than the disclosing party who has not obtained it directly from the disclosing party; or
- d) is required to be disclosed by applicable laws.

**Contact Officer** means the person or area identified as such for each party in Item 8 of the Details or any alternative person or area notified in writing by either party to the other from time to time.

**Course** means a course of study leading to postgraduate research doctorate offered by UWA, with an optional experiential learning component available to eligible students to undertake industry internships concurrent with their research.

**Details** means the matters set out in the table on the front page(s) of this Agreement.

**End Date** means the date specified in Item 2 of the Details.

**Intellectual Property** means intellectual property of any description, including but not limited to, all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.

**Location** means the primary location or locations where the Student will undertake the Research Internship, as set out in Item 3 of the Details.

**Mode** means the mode or modes whereby the Student will undertake the Research Internship as set out in Item 3 of the Details.

**Organisation Supervisor** means the person named in Item 7 of the Details who is appointed by the Organisation to supervise and support the Student undertaking the Research Internship.

**Research Internship** is an agreed period of time that the Student will undertake a short supervised self-contained research project relating to the Student's Course in their area of research, normally on a topic of mutual interest with the Organisation but for the Student's learning and education purposes, as further set out in Annexure B to this Agreement.

**Privacy Act** means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles incorporated in the Act.

**Start Date** means the date specified in Item 2 of the Details.

**Student** means an enrolled PhD student of UWA who is approved by UWA as eligible to undertake the Research Internship with the Organisation as part of their Course, and who is named in Item 1 of the Details.

**Student Work** means the Student's thesis, report, papers, oral presentation, and/or any other written or verbal material prepared by the Student as a result of or related to the Research Internship.

**Supervision** means the mentoring, education, training, monitoring, observation and direction provided to a Student on a Research Internship and 'Supervise' has a corresponding meaning.

**UWA Academic Mentor** means the person named as such in Item 7 of the Details, who may be the Student's PhD supervisor, or such other person as notified by UWA to the Organisation from time to time.

### 2. TERM

- 2.1 Subject to clause 15, this Agreement commences on the Start Date and concludes on the End Date. The term of this Agreement can be extended by the written agreement of the parties.

### 3. DETAILS

- 3.1 The parties must agree, prior to the commencement of a Research Internship:
  - a. the learning objectives and expected outcomes, and the activities the Student will undertake during the Research Internship towards the set objectives and expected outcomes as notified to the Organisation by UWA;
  - b. the time, duration, Mode and Location for the Research Internship;
  - c. the UWA Academic Mentor and Organisation Supervisor for the Research Internship;
  - d. the times throughout the Research Internship where the UWA Academic Mentor and the Organisation Supervisor (or such other people as may be agreed) shall meet to discuss the Student's progress; and
  - e. such other matters as the parties consider necessary or desirable in relation to the Research Internship.

### 4. ORGANISATION'S OBLIGATIONS

- 4.1 The Organisation will:
  - a. accept the Student for the Research Internship in accordance with the Details;
  - b. Supervise the Student at all times whilst they are on the Research Internship;
  - c. provide the Student with a suitable induction with respect to acceptable behaviour, confidentiality requirements and the Organisation's policies, including but not limited to those relating to occupational health and safety, security and emergencies;
  - d. ensure the Research Internship is undertaken by the Student in accordance with this Agreement;
  - e. ensure the learning objectives and activities the Student will undertake during the Research Internship are applied towards the set objectives and expected

outcomes as advised by UWA in accordance with this Agreement;

- f. ensure the provision of the Research Internship and Supervision of the Student complies with all relevant UWA policies and Course objectives and competencies as notified to the Organisation by UWA;
- g. keep and maintain accurate and reasonably detailed records in connection with the Research Internship and the Supervision of each Student;
- h. comply with all applicable legislation including the Privacy Act in respect of all personal information received under this Agreement, including of the Student;
- i. perform every obligation under this Agreement and in relation to the Research Internship in accordance with the highest standards of diligence, skill and care, and comply with all statutory requirements and industry standards applicable to its business operations and the Research Internship;
- j. at all times act to ensure the welfare, safety and security of the Student is of the highest priority;
- k. provide the total staffing requirements for the operation of the business and the Location where the Research Internship is undertaken without reliance on the Student;
- l. notify the UWA Academic Mentor and UWA Contact Officer immediately in writing should any event occur or circumstances change that affects or may affect or otherwise impacts on the Student or the Research Internship; and
- m. if requested by UWA and on reasonable notice, permit the UWA Academic Mentor or UWA Contact Officer access to its premises or the Location, so UWA can monitor the activities of the Student and that Student's progress, provided such access does not unreasonably interfere with the Organisation's operations.

4.2 The Organisation agrees that the Research Internship is for the primary purpose of the Student's learning and education and will include:

- a. opportunities for the Student to apply the knowledge gained from their university studies; and
- b. the provision of business exposure commensurate with the Student's level of learning, as advised by UWA.

4.3 The Organisation Supervisor will:

- a. be responsible for the Supervision of the Student at all times whilst on the Research Internship;
- b. provide feedback to the Student and the UWA Academic Mentor on progress in relation to the Research Internship;
- c. provide support to the Student in relation to their progress on the Research Internship;

- d. advise the UWA Contact Officer as soon as is practical if the Student does not attend the Research Internship as required;
- e. advise the UWA A Contact Officer as soon as is practical about any concerns about the Student or their participation in the Research Internship; and
- f. within 7 days after the end of the Research Internship, provide UWA with feedback on the Student's performance, practical skills, learning, knowledge and development whilst the Student was on the Research Internship, in the form agreed in the Details or otherwise as nominated by UWA.

4.4 The Organisation will not make any payment to the Student during their time on the Research Internship with the exception of a stipend if that is set out in Item 4 of the Details, or agreed reimbursements for reasonable costs or expenses incurred as a result of undertaking the Research Internship.

4.5 The Organisation is solely responsible for the costs and expenses associated with the provision of the Research Internship and Supervision of the Student.

## 5. UWA OBLIGATIONS

5.1 The parties acknowledge UWA is responsible for:

- a. the selection of the Student who will undertake the Research Internship;
- b. providing the Organisation with information on the Course objectives and competencies to be achieved by the Student whilst on a Research Internship;
- c. designing assessment requirements and determining Student results;
- d. informing the Student of their roles and responsibilities whilst undertaking the Research Internship, and if required and copies are provided by the Organisation, providing any relevant guidelines to the Student in relation to the Research Internship;
- e. taking disciplinary action against a Student, at its discretion and in accordance with UWA rules, policies and procedures;
- f. the provision and administration of degrees; and
- g. if requested by the Organisation in writing, ensuring the Student signs an agreement with UWA in relation to the Research Internship in the form of Annexure A covering the confidentiality and intellectual property requirements under this Agreement.

## 6. INTELLECTUAL PROPERTY

6.1 All rights, title and interest in any pre-existing Intellectual Property already owned or licensed to a party prior to the Research Internship and used by the parties in the Research Internship will remain the property of that party but each party grants to the other a non-exclusive, royalty free licence to that pre-existing Intellectual Property for the purposes of undertaking their obligations in respect of this Agreement.

6.2 Subject to clause 6.3, any Intellectual Property arising out of, or developed in the course of, the Research Internship shall be owned in accordance with the nomination in Item 5 of the

Details, and the parties agree:

#### ***Intellectual Property vests in creator***

- a. where no nomination has been made, or where the parties have nominated for Intellectual Property to vest per the creator, Intellectual Property will vest automatically on creation in the party that created it and each party hereby grants to the other party, and UWA may further grant to the Student, a perpetual, worldwide, non-exclusive, royalty-free licence to use and reproduce such Intellectual Property held by them for the purposes of:
  - (i) the Research Internship activities including each party's supervision of the Student;
  - (ii) enabling the Student to undertake the Student Work and for the purposes of clause 8; and
  - (iii) undertaking their obligations under this Agreement;

#### ***Intellectual Property owned by Organisation***

- b. where the parties have nominated the Organisation to own the Intellectual Property, Intellectual Property ownership will automatically vest in the Organisation and the Organisation hereby grants to UWA and UWA may further grant to the Student a perpetual, worldwide, non-exclusive royalty free licence to use and reproduce such Intellectual Property for the purposes of:
  - (i) the Research Internship activities including supervision of the Student;
  - (ii) enabling the Student to undertake the Student Work and for the purposes of clause 8; and
  - (iii) undertaking their obligations under this Agreement; and

#### ***Intellectual Property owned by UWA***

- c. where the parties have nominated UWA to own the Intellectual Property, Intellectual Property ownership will automatically vest in UWA, and UWA hereby grants to the Organisation a perpetual, worldwide, non-exclusive royalty-free license to use and reproduce such Intellectual Property for the purposes of its internal, non-commercial use and undertaking its obligations under this Agreement, provided that such use does not prejudice the ability to protect or commercially exploit any of the Intellectual Property.

6.3 Notwithstanding any other clause of this Agreement, the Student shall own the copyright in the Student Work.

### **7. CONFIDENTIALITY**

7.1 Each party:

- a. may use Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement;
- b. must keep confidential all Confidential Information of

the other party, except that a party may disclose Confidential Information:

- (i) on a need-to-know basis to its employees, contractors and students who are obliged to keep such Confidential Information confidential; and
- (ii) if required by law, court or government body.

7.2 Each party must comply with applicable laws with respect to any personal and/or health information collected or used during the term of this Agreement.

### **8. PUBLICATION**

8.1 The parties agree UWA and the Student may publish technical and scholarly articles, deliver oral presentations, create teaching and learning materials and publish work concerning the Research Internship and any research, experimentation and data obtained in performing the Research Internship, except that such publications will not include the Organisation's Confidential Information without the Organisation's prior written consent (not to be unreasonably withheld or delayed).

8.2 The Organisation acknowledges UWA is legally obliged to ensure the Student can complete the requirements of their candidature, and that this obligation extends to submitting the Student Work for examination and depositing an open access online copy in the UWA Profiles and Research Repository.

### **9. OCCUPATIONAL HEALTH AND SAFETY AND WELFARE**

9.1 The Organisation is responsible for ensuring the Student on the Research Internship complies with all relevant health and safety rules and regulations.

9.2 The Organisation acknowledges the health, safety and welfare of the Student is of the utmost importance and must:

- a. comply with occupational safety and health legislation and provide a safe working environment for the Student;
- b. immediately notify UWA in writing if the Student has an accident, sustains an injury or is involved in a safety incident whilst on the Research Internship;
- c. in addition to reporting under clause 9.2b) within 24 hours of any accident or safety incident involving a Student, provide UWA with a written report which includes a detailed description of the events and the steps taken by the Organisation in response to those events; and
- d. must fully co-operate with UWA in connection with any accident or safety incident including any follow up action needed.

9.3 Notwithstanding the Organisation obligations under clause 9.2 either party may immediately suspend a Student from accessing the Location or continuing the Research Internship by providing written notice to that Student and the other party, where that party reasonably believes such suspension is necessary for the health and safety of any Student or officer. The parties will work together to resolve the issue and with the intention of allowing the Student to return to the Research Internship as soon as possible where reasonable in the circumstances.

## 10. INSURANCE

- 10.1 UWA will provide personal accident, public liability and professional indemnity insurance for the Student whilst participating in the Research Internship.
- 10.2 The Organisation must effect and maintain the following insurance cover during the term of this Agreement:
- public liability insurance in the amount of not less \$20 million for each claim; and
  - professional indemnity insurance in the amount of not less than \$10 million.
- 10.3 Each party will, where requested by the other party, provide current certificates of insurance to evidence its compliance with its obligations under this clause 10.

## 11. CONTACT OFFICERS

- 11.1 The parties agree to each nominate the person or persons listed as Contact Officer to liaise with one another to administer and coordinate the Research Internship and to ensure the terms of this Agreement operate efficiently and in the best interest of both parties and the Student.
- 11.2 Each party may substitute their Contact Officer by notifying the other party in writing.

## 12. RELATIONSHIP

- 12.1 The parties acknowledge and agree that:
- nothing in this Agreement constitutes or deems a Student or UWA an employee, agent, partner or joint-venturer of the Organisation; and
  - the Research Internship is strictly for the Student's education and learning purposes and nothing in this Agreement will be taken as constituting a relationship of employment between the Student and the Organisation. For the avoidance of doubt, the Student is
  - not eligible for workers' compensation, superannuation, remuneration, annual leave, sick leave, long service leave or any other type of leave or employment related benefit.

## 13. INDEMNITY

- 13.1 The Organisation acknowledges the Research Internship is for work experience purposes only, and accordingly any material, information or advice generated or provided by the Student comes without any warranties as to reliability, accurately or fitness for purpose and is used by the Organisation at its own risk.
- 13.2 UWA indemnifies the Organisation, its officers and employees against any Claim which they suffer, sustain or incur as result of any negligent or unlawful act or omission by UWA or its employees.
- 13.3 The Organisation indemnifies UWA, its officers, employees and students against any Claim which they suffer, sustain or incur as a result of any negligent or unlawful act or omission by the Organisation, its officers or employees.
- 13.4 The Organisation indemnifies UWA, its officers, employees and

students in respect of any act or omission by the Student which was done or made under the instructions or directions of the Organisation or the Organisation's officers, employees or personnel.

- 13.5 The indemnities given under clauses 13.2, 13.3 and 13.4 shall be reduced to the extent that the Claim is caused or contributed to by any negligent or unlawful act or omission by the indemnified party or its officers or employees.
- 13.6 Neither party is liable to the other for indirect or consequential loss or damages (including loss of contract, lost profits or savings), special or incidental damages, even if informed of their possibility.

## 14. DISPUTES

- 14.1 If a dispute arises in connection with this Agreement, then the parties agree to each nominate a representative to attempt to resolve the matter in dispute.
- 14.2 If the representatives nominated under clause 14.1 cannot resolve the dispute, then either party may elect to terminate this Agreement by providing the other party with written notice in advance.

## 15. TERMINATION

- 15.1 Either party may terminate this Agreement by giving at least 1 month written notice to the other party.
- 15.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:
- the other party has breached this Agreement and the breach is incapable of remedy; or
  - the other party has breached this Agreement and the breach is capable of remedy but the defaulting party has failed to rectify the breach within 14 days of receiving notice of the breach.
- 15.3 The Organisation may terminate the Research Internship for the Student immediately by giving written notice to UWA if the Student:
- is repeatedly dishonest in their conduct on the Research Internship;
  - commits wilful misconduct; or repeatedly fails to follow the Organisation's health safety requirements, and the Student fails to remedy their conduct within 14 days of receiving notice to remedy that conduct. The Organisation must also provide the UWA Academic Mentor and UWA Contact Officer with a copy of the notice to remedy and engage with the UWA Academic Mentor and UWA Contact Officer to attempt to mitigate the situation.
- 15.4 UWA may remove the Student from the Research Internship on notice to the Organisation.
- 15.5 Both parties acknowledge the Student may withdraw directly from the Research Internship.
- 15.6 In the event this Agreement expires or is terminated pursuant to clause 15.1 or 15.2, whilst a Student remains on at the Research Internship, UWA may remove the Student from the Research Internship, or, if advised by UWA, the parties must work together

to ensure the Research Internship can be completed for that Student.

15.7 The rights and obligations under clauses 6, 7, 8, 10, 13, 15.6 and 16 shall survive the expiration or termination of this Agreement.

## **16. GENERAL**

16.1 This Agreement is governed by the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

16.2 This Agreement, together with the Details and the Annexures, constitutes the entire agreement between the parties.

16.3 Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.

16.4 Any notice or other communication required to be given under this Agreement must be in writing to the email or physical addresses set out in the Details.

16.5 This Agreement may be varied, amended or extended only by the written agreement of the parties.

16.6 Only waivers in writing and signed by the party against whom the waiver is claimed will be valid.

16.7 No party will, without the prior written consent of the other party, transfer or assign any obligations under this Agreement.

16.8 This Agreement may be signed in any number of counterparts which when taken together constitute one document and an exchange of signed electronic copies of the Agreement will suffice.

**ANNEXURE A**

**STUDENT DEED POLL**

<b>Student name</b>	
<b>Student address</b>	
<b>Internship provider name</b>	
<b>Course name and code</b>	

I, the Student named above, acknowledge I will be participating in an internship (“**Internship**”) at the internship provider named above (“the **Organisation**”), which is administered by the University of Western Australia (“**UWA**”) as part of my Course named above.

By signing this Deed, I hereby agree to the following in relation to the Internship I will be undertaking at the Organisation. I will:

- respect and abide by the rules, policies and procedures and general standards of the Organisation, including all relevant health and safety rules and regulations advised to me;
- diligently follow and obey all lawful instructions that the Organisation gives me during the course of the Internship;
- comply with any obligation of confidentiality required of me by UWA or the Organisation. I understand and acknowledge that any such confidentiality obligation may delay me publishing scholarly works except as may be permitted by UWA. I understand that UWA will arrange for my scholarly works to be assessed in confidence in these circumstances, so that I may fulfil the requirements of the degree I am enrolled in;
- any intellectual property developed by me during the course of the Internship is owned in accordance with the research internship agreement between UWA and the Organisation and I hereby agree to assign any intellectual property I create to UWA, except for copyright in any work I create for assessment (including a thesis). I am aware that by signing this Deed, I am transferring intellectual property rights to UWA. If requested, I will sign additional documentation to effect this assignment and to effect any required licences in respect of my intellectual property to comply with the research internship agreement; and
- not to do or omit to do anything that would adversely affect UWA’s reputation and standing whilst on the Internship.

I acknowledge the Internship provides me with a supervised opportunity to experience professional training within the Organisation’s workplace relevant to my Course. I am not an employee of the Organisation and am not entitled to any payment from the Organisation for the Internship, except for any agreed reimbursements.

*I am aware of my right to seek independent legal advice before signing this Deed and have either done so or waive that right.*

**Executed as a Deed** and delivered on the date shown below:

<b>Student Name:</b>	<input type="text"/>	<b>Witness Name:</b>	<input type="text"/>
Date & Digital Signature:	<input type="text"/>	Address:	<input type="text"/>
		Date & Digital Signature:	<input type="text"/>

