

## HIGHER DEGREES BY RESEARCH STUDENT INTERNSHIP AGREEMENT

### BETWEEN

**UNIVERSITY OF SOUTH AUSTRALIA** (ABN: 37 191 311 308), a body corporate pursuant to the *University of South Australia Act 1990* (SA) of 55 North Terrace Adelaide SA 5000  
(**University**)

### AND

[Redacted] (**Internship Provider**)

**Commented [MP1]:** Add name of internship provider

### AND

[Redacted] (**Student**)

**Commented [MP2]:** Add First and Family name of student

### RECITALS

- A. The University, as a higher education institution, values the practical, vocational and academic experience of its students.
- B. **The Internship Provider** is .
- C. The Student is a higher degree by research student enrolled at the University.
- D. The Student wishes to undertake the Internship in the Student's area of research with the Internship Provider.
- E. The parties agree that the Internship Provider will offer the Internship to the Student on the terms of this agreement.

**Commented [MP3]:** Add a statement from the Internship Provider about their high level intentions for participating in internships if desired

### AGREED TERMS

#### 1. Interpretation

##### 1.1 Defined terms

In this agreement, unless the contrary intention is evident:

**Academic Deliverables** means any product or outcome resulting from the Student's studies with the University and includes without limitation theses, essays and reports.

**Background IP** means Intellectual Property that existed prior to the Commencement Date or which is created, developed or acquired by a party independently of the performance of this agreement, and which, in the case of the University, includes University IP, and in the case of the Internship Provider, includes Provider IP.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Claim** means any liability, loss, action, claim, demand, proceeding, award, settlement, compensation, damages, cost or expense (including legal costs on a solicitor-client basis).

**Commencement Date** is the date specified in item 1 of the Schedule.

**Commercialisation** in relation to Intellectual Property, means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service, incorporating that Intellectual Property, or to license or assign Intellectual Property to any third party to do any of those things.

**Confidential Information** means information disclosed by, or on behalf of, a party to this agreement that is:

- (a) by its nature, or the circumstances in which it is disclosed, confidential;
- (b) designated by the disclosing party as confidential; or
- (c) is otherwise identified as confidential,

but does not include information which is, or becomes, public knowledge other than by a breach of this agreement.

**Conflict** means any matter, circumstance, interest or activity affecting the Student which actually impairs or is reasonably perceived to impair, the Student's ability to perform its obligations under this Agreement diligently and independently.

**Expiry Date** is the date specified in item 2 of the Schedule.

**Force Majeure** means an event or circumstance which prevents a party from complying with any of its obligations under this agreement and which that party did not cause, including fire, flood, earthquake, elements of nature, acts of God, pandemic, malicious damage, explosion, sabotage, riot, civil disorder, rebellion or revolution in Australia and any change of Law which makes compliance with the obligations under this agreement illegal.

**Improvement** means an enhancement, modification or extension of Intellectual Property.

**Insolvency Event** means that any action is taken to wind up or to appoint an administrator to the party, the party is deemed to be unable to pay its debts when they fall due or anything having a substantially similar effect happens in respect of the party

**Intellectual Property** means any intellectual property recognised under legislation or the common law, including copyright, patents, plant varieties, registered and unregistered trademarks, registered designs and circuit layouts and all other intellectual property rights resulting from intellectual activity in an industrial, scientific, literary or artistic field.

**Internship** means the internship provided to the Student by the Internship Provider as described in the Schedule.

**Internship IP** means Student IP and Intellectual Property created jointly by the parties for the purposes of, or in connection with, an Internship.

**Internship Provider Supervisor** means an employee of the Internship Provider designated by the Internship Provider as being responsible for the Student during the Internship.

**Internship Requirements** means the requirements of the Internship Provider for a Student to participate in an Internship as listed in item 3 of Schedule 1.

**Law** means any law in force from time to time in Australia including the common law and in equity, all present and future legislation and statutory instruments, and any authorisations.

**Modern Slavery** has the meaning given in the *Modern Slavery Act 2018* (Cth).

**Personal Information** means information or an opinion about the identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

**Privacy Obligations** means the

- (a) the *Privacy Act 1988* (Cth) and the Australian Privacy Principles under the *Privacy Act 1988* (Cth);
- (b) the General Data Protection Regulation (Regulation (EU) 2016/679), to the extent of their application to a party;
- (c) the applicable data protection and privacy laws of any other country; and
- (d) the University's Privacy Policy, as in force from time to time and made available on or through the University's website.

**Provider IP** means Intellectual Property of the Internship Provider used for, or in connection with, the Internship.

**Representative** means the person identified for a party in item 6 of the Schedule, or as otherwise notified by that party from time to time.

**Specified Incident** means the occurrence of a hazard or incident by which the health or safety of a Student is materially compromised or endangered while the Student is under the care, supervision or control of the Internship Provider.

**Staff** means the employees and contractors of a party.

**Student IP** means Intellectual Property created by a Student during an Internship, but excludes copyright in a Student's Academic Deliverables.

**Term** means the term of this agreement, as determined in accordance with clause 2.

**University IP** means Intellectual Property of the University used for, or in connection with, the Program including course materials and documentation created for Internships by the University.

**University Supervisor** means the University nominated Staff member designated to support the Student during the Internship and oversee the performance of the University's obligations under this agreement.

## 2. Term

2.1 This agreement will commence on the Commencement Date and, subject to clause 0, will end on the Expiry Date unless terminated earlier in accordance with its terms.

2.2 This agreement may be extended for the period and in the manner specified in item **Error! Reference source not found.** of Schedule 1.

## 3. Internships

### 3.1 Internship Provider to provide an Internship

- (a) The Internship Provider agrees to provide the Internship to the Student.
- (b) The topic/objectives of the Internship are to be determined by negotiation between the Internship Provider, University Supervisor and Student, will be comprised of research and development that is related to the Student's higher degree by research, and offer a quality student experience.
- (c) The Internship is to be conducted at the premises of the Internship Provider or at other premises as agreed with the University.
- (d) Unless otherwise agreed between the parties, the Student will use the facilities of the Internship Provider for the Internship.
- (e) The parties agree that there is no intention to create an employer/employee relationship between the Student and the Internship Provider.
- (f) The Student will not be required to carry out any functions or render any service as an employee of the Internship Provider. The Student is supernumerary and not to be counted in the staffing roster of the Internship Provider during the Internship.
- (g) The Internship is to be of at least 3 months in duration and at least 60 full-time equivalent days of engagement

**Commented [UniSA4]:** Include this clause if the internship is designed to meet the Research Training Program Internship Weighting Criteria

## 4. Parties' responsibilities

### 4.1 University's responsibilities

The University agrees to:

- (a) administer the Program, including the Student's preparation for the Internship, guidance and counselling;
- (b) implement processes to ensure that the Student understands the Internship Requirements;
- (c) appoint a University Supervisor to be the University's contact point for the Student during the Internship and work with the Internship Provider to ensure the intended outcomes are being met; and

- (d) ensure that the University Staff who are directly involved with the Internship will comply with relevant policies and procedures of the Internship Provider made known to the University by the Internship Provider.

#### **4.2 Internship Provider's responsibilities**

The Internship Provider agrees to:

- (a) comply with its obligations under applicable occupational health and safety and equal opportunity and anti-discrimination laws in respect of the Internship;
- (b) provide an internship that meets the requirements of the Internship and, enables the Student to enhance their relevant disciplinary expertise and research capability;
- (c) make reasonable adjustments for the Student where they have an approved University of South Australia Access Plan;
- (d) provide an orientation program for the Student at the commencement of the Internship;
- (e) provide confirmation of the Student's attendance for the duration for the Internship;
- (f) ensure that the Student is being supervised by an appropriately qualified and experienced Staff member of the Internship Provider, at all times while the Student is undertaking the Internship;
- (g) raise concerns with the Student and University Supervisor, and if appropriate propose removal of, the Student from the Internship if the Student is not complying with requirements of either the University or the Internship Provider;
- (h) provide the University with any information reasonably requested by the University in relation to the Student's undertaking of the Internship;
- (i) not terminate an Internship without first having obtained the prior consent of the University (which consent will not be unreasonably withheld) provided that the Internship Provider may at any time require the Student to leave the Internship Provider's premises;
- (j) provide feedback to the Student and the University Supervisor throughout the Internship and, where relevant, participate in the evaluation of the Student's performance; and
- (k) ensure that Staff of the Internship Provider who are directly involved with the Internship will comply with relevant the University policies and procedures which are made known to the Internship Provider by the University.

#### **5. Student's responsibilities**

5.1 The Student agrees to:

- (a) comply with any lawful pre-Internship Requirements of the Internship Provider, as identified in Schedule 1, prior to commencing the Internship and any Internship Requirements during the term of the Internship;

- (b) comply with all instructions, policies and procedures of the Internship Provider which are communicated to them by the Internship Provider and participate in any induction provided by the Internship Provider;
- (c) exhibit good, diligent and professional behaviour at all times, including in accordance with the University's Code of Conduct for Students;
- (d) exercise due care and skill in undertaking the Internship and behave in a safe and appropriate manner;
- (e) notify the Internship Provider Supervisor and University Supervisor of any medical or other conditions that might impact their participation in the Internship;
- (f) follow relevant University processes for recording and documenting the Internship; and
- (g) not do any act which might give rise to a conflict of interest with or be detrimental to the Internship and agrees to immediately inform the University of any conflict of interest in relation to the Internship.

5.2 The Student warrants that:

- (a) they are not under any obligation to any other person, or entity which in any way prevents or restricts them from entering into this agreement;
- (b) as at the date of signing this Agreement, no Conflict exists or is likely to arise in the performance of their obligations under this Agreement; and
- (c) if, prior to the end of the Term, a Conflict arises, or appears likely to arise, the Student must:
  - (i) immediately notify the Internship Provider and the University in writing, including advising the steps that the Student proposes to take to resolve or otherwise deal with the Conflict;
  - (ii) make full disclosure to the Internship Provider and the University of all relevant information relating to the Conflict; and
  - (iii) take such steps which the Internship Provider and the University, following consultation, reasonably require to resolve or otherwise deal with the Conflict.

**6. Student Wellbeing**

6.1 The Internship Provider must, in relation to their interactions with the Student:

- (a) use reasonable endeavours to eliminate or minimise the risk of physical or psychological harm to the Student;
- (b) respond quickly and effectively to complaints of unlawful discrimination and harassment of the Student, should they arise;
- (c) advise the University's Supervisor if any Specified Incidents are reported to the Internship Provider's Staff;

- (d) treat, and ensure that the Internship Provider's Staff treat, the Student fairly, reasonably and ethically;
- (e) ensure that the Internship Provider's Staff behave in accordance with appropriate professional standards in their dealings with Student; and
- (f) not engage, and ensure that the Internship Provider's Staff do not engage, in any behaviour which damages, or has the potential to damage, the reputation or standing of the University.

6.2 If the University becomes aware of a material breach of the obligations in this clause 6 or of any other actual or suspected threat of physical or psychological harm to the Student, the University may conduct further enquiries in relation to the underlying issue or breach.

6.3 Each party agrees to provide reasonable assistance and co-operation to the other party in regard to undertaking further enquiries under clause 6.2.

6.4 If the University determines that there is an issue or breach as described in clause 6.2 which is not able to be remedied to the satisfaction of the University, the University may, at its discretion, undertake any of the following steps:

- (a) immediately terminate this agreement; or
- (b) suspend the performance of this agreement,

by written notice to the Internship Provider, without prejudice to any of the University's accrued rights or remedies.

## 7. Work Health and Safety

7.1 Without limiting clause 4.2(a), the Internship Provider must:

- (a) provide the Student with a safety induction on commencement of the Internship;
- (b) ensure that the Student has a suitable and safe workspace for the duration of the Internship;
- (c) provide ongoing training and instruction in relation to any and all risks and hazards in the Student's workplace;
- (d) regularly consult with the University in relation to work health and safety at regular intervals, or at the reasonable request of the University; and
- (e) keep and maintain a written record of the Internship Provider's compliance with this clause 7.

## 8. Finance

8.1 The internship Provider must pay to the University the Contribution as set out in item 8 of Schedule 1 within 30 days after the issue of an invoice by the University.

8.2 The University will distribute and use the Contribution as specified in item 10 of Schedule 1.

8.3 To the extent that a portion of the Contribution is to be retained by the University, those funds shall be held or distributed by the University in accordance with its own internal

**Commented [UniSA5]:** Include this clause if the Internship Provider is making a financial contribution.

policies and regulations, with the primary intention of supporting the supervision of the Student and/or the research of the University Supervisor; and

8.4 To the extent that a portion of the Contribution is to be paid to the Student as a Student Internship Scholarship payment, the parties agree that the payment is not recompense or reward for services rendered to the University or the Internship Provider and the Student acknowledges that they are not entitled to receive any remuneration or similar benefit for the Internship.

8.3 The Student is responsible for assessing the taxation implications of the Student Internship Scholarship payment (if any).

#### **9. Access to premises and facilities**

9.1 The University Supervisor will have reasonable access to the Internship Provider's premises where the Student is working in order to discharge the University's obligations under this agreement.

9.2 The Internship Provider agrees to provide the Student with time during the Student's work day to meet either face to face or virtually with the University Supervisor for a period of time to be negotiated based on the Student's research project and circumstances of the Internship.

#### **10. Publicity**

10.1 The University agrees to recognise the contribution of the Internship Provider to the professional education of the Student.

10.2 The parties will discuss and agree the form and content of material publicising the Internships prior to its publication.

#### **11. Insurance**

11.1 The University and the Internship Provider will each maintain for the Term and a period of six years after the end of the Term appropriate insurances insuring risks associated with:

- (a) that party's activities;
- (b) the fulfilment of that party's obligations under this agreement; and
- (c) obligations to the Student, the other party and the public arising from the Internship,

which a prudent person in the position of that party would obtain including but not limited to the following:

- (d) Public Liability (to the sum of \$20 million); and
- (e) Professional Indemnity (to the sum of \$10 million).



11.2 Each of the University and the Internship Provider will, on request, provide the other Party with proof of such insurance.

11.3 The University will also have and maintain appropriate insurances to cover the Student for the Term including personal accident insurance.

## **12. Confidentiality**

12.1 Subject to clause 12.2, each party must keep securely and not disclose any Confidential Information to any other person.

12.2 The obligations of confidentiality under this agreement do not extend to information of a party:

- (a) where the party consents to the disclosure;
- (b) if disclosure is required by Law;
- (c) where disclosure is made to an employee of a party who has a need to know the Confidential Information for the purpose of the Internship; or
- (d) which was in the possession of, or known to, the disclosing party, other than through a breach of confidentiality.

12.3 The obligations of confidentiality under this clause 12 will continue for so long as a party retains Confidential Information of the other party.

## **13. Personal Information**

13.1 Each party agrees to comply with the Privacy Obligations and if any party becomes aware of a breach or suspected breach of the Privacy Obligations, it must immediately notify the other parties and comply with any statutory notification requirements.

13.2 The Student agrees that:

- (a) the University is permitted to disclose the Student's Personal Information to the Internship Provider;
- (b) the Internship Provider is permitted to disclose the Student's Personal Information to the University; and
- (c) the University and the Internship Provider are permitted to use the Student's Personal Information;

for the purposes of the Internship.

## **14. Intellectual Property**

14.1 Background IP

- (a) Each party retains ownership of its Background IP.
- (b) The parties agree that nothing in this agreement is to be interpreted as transferring ownership of, or licensing the use of, the parties' Background IP except as expressly provided for in this clause.

- (c) Each party grants to the other parties a non-exclusive, world-wide, royalty free, irrevocable licence for the Term to use and reproduce the party's Background IP to the extent necessary to and for the purposes of the parties fulfilling their obligations under this agreement and in connection with the Student's undertaking of the Internship

#### 14.2 Internship IP – [Option 1 – Internship Provider Owned]

- (a) Subject to 14.3(c), all Internship IP will be legally and beneficially owned on its creation by the Internship Provider. The University and the Student hereby assign all of their right, title and interest in any Internship IP to the Internship Provider on and from its creation (including by way of assignment of future Internship Intellectual Property).
- (b) The Internship Provider grants to:
  - (i) the University; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the University fulfilling its obligations under this agreement and for research and teaching purposes and for the purpose of any publications permitted under clause 15; and
  - (ii) the Student; a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence to use the Internship IP for the purposes of the Internship, their Academic Deliverables and for the purpose of any publications permitted under clause 15.
- (c) The Internship Provider agrees that it will not use the Internship IP for Commercialisation without the prior written consent of the Student and the University, and, if the Internship Provider wishes to Commercialise the Internship IP, it will comply with clause 14.7.
- (d) The parties agree that the Student will retain ownership of copyright of their Academic Deliverables.

**Commented [UniSA6]:** Use this clause where IP is to be owned by the Internship Provider. This may be appropriate where the student is working on an Internship Provider project, or there is significant Internship Provider Background IP involved.

#### 14.3 Internship IP – [Option 2 – University Owned]

- (a) Subject to 14.3(c), all Internship IP will be legally and beneficially owned on its creation by the University. The Internship Provider and the Student hereby assign all of their right, title and interest in any Internship IP to the University on and from its creation (including by way of assignment of future Internship Intellectual Property).
- (b) The University grants to:
  - (i) the Internship Provider; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the Internship Provider fulfilling its obligations under this agreement and for its internal and business purposes (but not for Commercialisation) and for the purpose of any publications permitted under clause 15; and
  - (ii) the Student; a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence to use the Internship IP for the purposes of the

**Commented [UniSA7]:** Use this clause where IP is to be owned by UniSA. This may be appropriate where the student is working on an University project, or there is significant University Background IP involved.

Internship, their Academic Deliverables and for the purpose of any publications permitted under clause 15.

- (c) The parties agree that the Student will retain ownership of copyright of their Academic Deliverables.

#### 14.4 Internship IP – [Option 3 – Contribution-based Ownership]

- (a) Subject to 14.3(c), all Internship IP will be legally and beneficially owned on its creation by the parties as tenants in common, in shares proportionate to their respective Academic or Inventive Contributions.
- (b) Each party grants to:
  - (i) the University; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the University fulfilling its obligations under this agreement and for research and teaching purposes and for the purpose of any publications permitted under clause 15; and
  - (ii) the Student; a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence to use the Internship IP for the purposes of the Internship, their Academic Deliverables and for the purpose of any publications permitted under clause 15; and
  - (iii) the Internship Provider; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the Internship Provider fulfilling its obligations under this agreement and for its internal and business purposes (but not for Commercialisation) and for the purpose of any publications permitted under clause 15; and
- (c) The parties agree that no Party may:
  - (i) grant a licence of its share of any Internship IP; or
  - (ii) assign its share of the Internship IP,without the written consent of the other parties, which will not be unreasonably withheld.
- (d) The parties agree that the Student will retain ownership of copyright of their Academic Deliverables.

**Commented [UniSA8]:** Use this clause where IP is to be jointly owned in proportion to the parties' inputs. Please note that this option may provide for a more 'fair' result, but there may be uncertainty and disputes regarding the respective contributions of each of the parties. This model ought only be used where at least two parties are providing significant inventive contributions or background IP.

**Commented [MP9]:** If this version is chosen, insert the following definition in 1.1 Defined terms: 'Academic or Inventive Contributions' means significant scholarly or intellectual contributions, and includes: contribution of Background Material by a party or any of its employees; conception and design of research; direction and guidance regarding research; contribution of expertise; acquisition of research data where the acquisition has required significant intellectual judgement or input; analysis and interpretation of research data; or drafting or redrafting of the internship material so as to critically change or substantively advance the interpretation of the internship material.

#### 14.5 Internship IP – [Option 4 – Joint Ownership]

- (a) Subject to 14.5(d), all Internship IP will be legally and beneficially owned on its creation by the parties as tenants in common in equal shares.
- (b) Each party grants to:
  - (i) the University; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the University fulfilling its obligations under this agreement and for research and teaching purposes and for the purpose of any publications permitted under clause 15; and

**Commented [UniSA10]:** Use this clause where IP is to be jointly owned in equal shares. Please note that this option may provide for a less 'fair' result, but there will be no possibility for the parties to argue regarding their respective contributions.

- (ii) the Student; a non-exclusive, world-wide, royalty free, irrevocable, perpetual licence to use the Internship IP for the purposes of the Internship, their Academic Deliverables and for the purpose of any publications permitted under clause 13; and
  - (iii) the Internship Provider; a non-exclusive, perpetual, world-wide, royalty free, irrevocable licence to use the Internship IP for the purposes of the Internship Provider fulfilling its obligations under this agreement and for its internal and business purposes (but not for Commercialisation) and for the purpose of any publications permitted under clause 15; and
- (c) The parties agree that no Party may:
- (i) grant a licence of its share of any Internship IP; or
  - (ii) assign its share of the Internship IP,
- without the written consent of the other parties, which will not be unreasonably withheld.
- (d) The parties agree that the Student will retain ownership of copyright of their thesis.

#### 14.6 Internship IP – [Option 5 –Ownership as per pre-existing agreement]

- (a) Subject to 14.6(b), ownership of Internship IP will be determined in accordance with the provisions of [INSERT NAME OF AGREEMENT] (“Other IP Agreement”). Each party agrees to do all things necessary (including execute any document) to perfect the ownership and to provide for any licences of Internship IP as specified in the Other IP Agreement. The terms of the Other IP Agreement, as they relate to IP, are incorporated into this document.
- (b) The parties agree that the Student will retain ownership of copyright of their Academic Deliverables.

**Commented [UniSA11]:** Use this clause where there is a pre-existing agreement between the parties (for example a PhD scholarship agreement) which already deals with IP, and the parties wish the treatment of Internship IP to be in accordance with that earlier agreement.

#### 14.7 Commercialisation of Internship IP

The parties agree that, should the Internship IP have potential commercial value, the parties will:

- (a) consult and decide what (if any) measures should be taken to protect the Internship IP; and
- (b) negotiate in good faith and using all best endeavours to agree the terms of any program of Commercialisation arising from the Internship IP so as to fairly share (to the extent appropriate, taking into account the respective contributions of the Parties) in any commercial return associated with the Internship IP.

### 15. Publications

15.1 the Internship Provider agrees that:

- (a) it will acknowledge the contributions of the Student and the University in any publication or public disclosure made in respect of the Internship or the Internship IP; and

- (b) the Student or the University may publish or otherwise publicly disclose papers, abstracts and other materials regarding or referring to the Internship or the Internship IP (**Publication**) in accordance with clause 15.2.

15.2 If either the Student or the University wishes to publish or otherwise publicly disclose a Publication, they must provide a copy of the proposed Publication to the Internship Provider and may publish (or allow the publication of) that Publication if the Internship Provider grants its approval or the publication is permitted in accordance with clause 15.3.

15.3 The Internship Provider agrees:

- (a) to reply to the Student or the University (as applicable) in writing within one month of receiving a copy of the proposed publication stating whether it approves or does not approve the publication and, if it withholds approval, to include in its response the basis for such withholding; and
- (b) not to withhold such approval unless it reasonably believes that the publication would prejudice or in any way injure the interest which it has in:
  - (i) the Internship IP, in which case publication may proceed after a period of 12 months (in order to give the Internship Provider time to seek patent or other registered protection for the relevant Internship IP);
  - (ii) any other Intellectual Property or any of its Confidential Information, in which case the Student or the University (as applicable) shall remove from the proposed publication the content that gives rise to that belief; and
- (c) to notify and consult with the University prior to making a decision to withhold approval under this clause; and
- (d) if the Internship Provider does not give the Student or the University (as applicable) a reply within one month of receiving the proposed publication then approval will be deemed to have been given.

15.4 The Internship Provider acknowledges that the Student owns the Intellectual Property in their Academic Deliverables and agrees that nothing in this agreement will inhibit the right of the Student to have their Academic Deliverables examined, subject to the parties agreeing any reasonable terms relating to confidentiality if required.

## **16. Liability**

16.1 The Internship Provider releases and indemnifies the University from all Claims relating to the conduct and duties of, or work produced by, the Student during the Internship.

16.2 The Internship Provider agrees that it uses all Internship IP at its own risk and releases and indemnifies the University and the Student from all Claims arising from, or in

connection with, the use, Commercialisation or distribution of the Internship IP including Claims made by third parties.

#### **17. Force Majeure**

- 17.1 A party claiming relief under this clause 15 (**Affected Party**) must notify the other party of the circumstance of Force Majeure as soon as practicable after becoming aware of the circumstance.
- 17.2 Subject to clause 17.4, the Affected Party's rights and obligations directly affected by the Force Majeure and any corresponding obligation of the other party will be suspended to the extent that, and for so long as, the performance of the Affected Party's rights and obligations are prevented by the Force Majeure, provided that the Affected Party complies with this clause 5.
- 17.3 The Affected Party must:
- (a) use its best endeavours to work around or overcome the effect of the Force Majeure;
  - (b) keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and
  - (c) recommence performance of its obligations as soon as possible without delay after the Force Majeure has ceased to exist.
- 17.4 If the Force Majeure subsists for more than 60 consecutive Business Days, then either party may immediately terminate this agreement without liability to the other party.

#### **18. Dispute resolution**

The parties agree that if any issue of concern or dispute arises in connection with this agreement or the Internship, the party with the concern will notify the other parties of the issue and the parties must attempt in good faith to resolve the issue.

#### **19. Termination and expiry**

- 19.1 The University and the Internship Provider may agree in writing to terminate this agreement.
- 19.2 The University may immediately terminate this agreement by notice to the Internship Provider if the Student withdraws from the higher degree.
- 19.3 The University or the Internship Provider may terminate this agreement by notice to the other parties if the University or the Internship Provider is:
- (a) in material breach of this agreement and the breach is either:
    - (i) not capable of being remedied; or
    - (ii) is capable of being remedied but remains unremedied for more than 10 Business Days after notice has been provided of the breach;
  - (b) suffers an Insolvency Event (subject to any statutory stay provisions).

19.4 Termination or expiry of this agreement does not affect the accrued rights of any party up to, and including, the date of termination or expiry.

## 20. Survival

All provisions of this agreement dealing with Intellectual Property, Confidential Information, and any other provision which due to its terms or nature is intended to extend beyond the Term of this agreement, will survive the termination or expiry of this agreement.

## 21. Modern Slavery

The Internship Provider will take reasonable steps to identify, assess and address the risks of Modern Slavery practices in the operation of supply chains relevant to the Internship Provider's performance of this agreement.

## 22. Foreign Arrangements Scheme

- 22.1 If a party is subject to any direction, declaration, rule, order, instruction or other mandatory requirement issued under, or pursuant to, the *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) or any associated or subordinate legislation which will affect this agreement, or the performance of any party's obligations under this agreement (**Direction**), then that party will notify the other parties of the Direction within a reasonable time, subject to any statutory confidentiality obligations.
- 22.2 The parties acknowledge and agree that a Direction may require a party to take action, including the disclosure of this agreement or information about this agreement, the variation of this agreement, ceasing the performance of this agreement (or any part of this agreement) or terminating this agreement.
- 22.3 Each party (Releasing Party) agrees that compliance with a Direction will not constitute a breach of this agreement and the other party will have no liability for actions taken by the Releasing Party in compliance with a Direction. The Releasing Party releases the other party from any Claim by the Releasing Party, or a person claiming through the Releasing Party, in connection with the other party's compliance with a Direction.
- 22.4 Each party agrees to meet with the other party in good faith to discuss any Direction, the Direction's impact on this agreement and the actions which will be taken by each party as a consequence of the Direction.

## 23. Miscellaneous

### 23.1 Notices

Notices given under this agreement must be in writing and be provided to the Representative of the other party. A notice will be deemed to have been received

- (a) if personally delivered, at the time of delivery;
- (b) if sent by pre-paid mail, 5 Business Days after mailing within Australia or 10 Business Days after mailing from outside Australia; or
- (c) if sent by email, immediately provided that there is no indication to the sender that the email has not been received,

**Commented [UniSA12]:** Include this clause if the organisation meets the definition of a foreign entity under the Australian Foreign Relations (State and Territory Arrangements) Act 2020

excepting that any notice which is delivered after 5pm on a Business Day in the place of receipt, or on a day which is not a Business Day in the place of receipt, will be deemed to have been received at 9am on the next Business Day in the place of receipt

**23.2 Compliance**

Each party must comply with all applicable Laws in relation to its rights and obligations under this agreement.

**23.3 Amendment**

Except as expressly provided in this agreement, this agreement may only be amended by agreement of the parties executed by each party.

**21.4 Transfer or encumbrance**

No party may transfer, assign or novate this agreement without the prior written consent of the University and / or the Internship Provider (as appropriate).

**21.5 Execution**

Each party may execute a separate copy of this agreement and separately executed copies of this agreement will together comprise a single executed agreement.

**21.6 Governing law and jurisdiction**

This agreement will be governed by the Laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of South Australia.

**EXECUTED as a CONTRACT**

**SIGNED** for, and on behalf of, the  
**UNIVERSITY OF SOUTH AUSTRALIA** by its  
authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date



**EXECUTED** by  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/company secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SIGNED** by Student  
in the presence of:

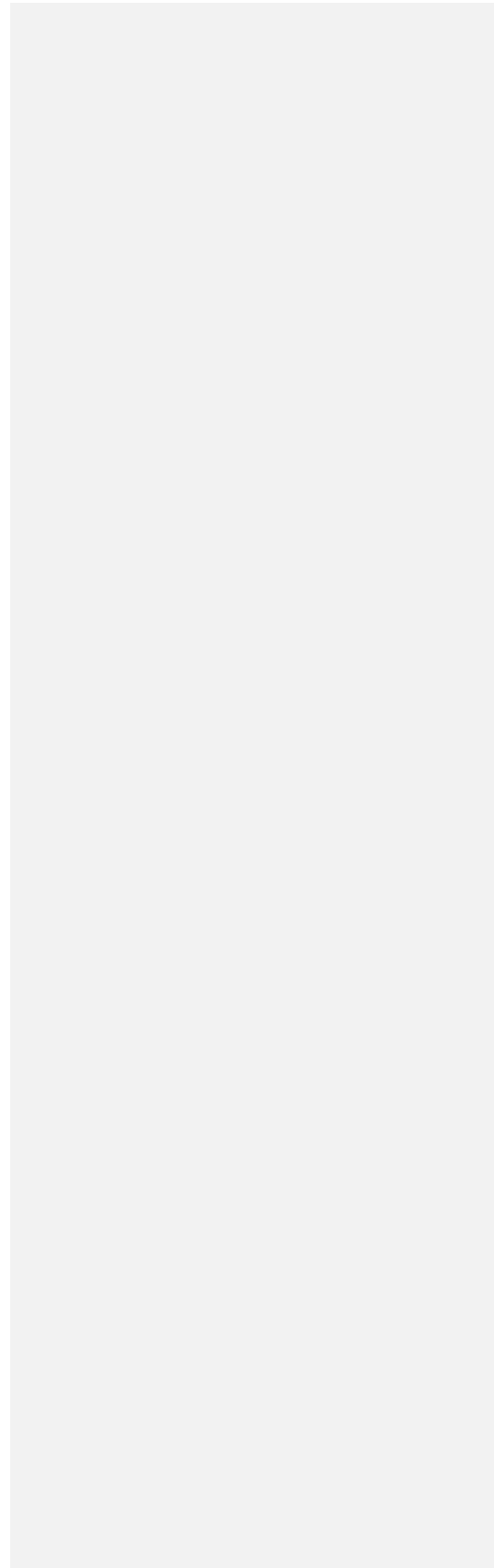
\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SCHEDULE : INTERNSHIP DETAILS**

ITEM	DETAILS
1. Commencement Date	
2. Expiry Date	
3. Extension	
4. HDR research topic	
5. Internship working arrangements	
6. Internship Requirements	
7. Representative	<p><b>University</b></p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Email:</p> <p>Phone:</p> <p><b>Internship Provider</b></p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Email:</p> <p>Phone:</p> <p><b>Student</b></p> <p>Name:</p> <p>Address:</p> <p>Email:</p>
8. Internship Project Description	<p>Background</p> <p>Aims/Objectives/Deliverables</p> <p>Milestones and timeframes</p>
9. Contribution	
10. Distribution of Contribution	<b>Scholarship Contribution:</b>

**Commented [UniSA13]:** There are two options for this clause. If selecting the second option the number of days the internship may be extended should be added:  
 1. Not applicable  
 2. This agreement may be extended for a further period of XX days on the same terms and conditions contained in this Agreement if the parties agree to an extension before the expiry of the then current Term

**Commented [MP14]:** Provide information about the number of days per week the Student will be undertaking the internship and whether this will be online, in-person or a mixture of both.

**Commented [MP15]:** Provide information about vaccinations, certifications or training related to use of equipment, safety or working with specific groups required to undertake the internship by the Internship Provider. These could include (but are not limited to) National Police Check, Working with Vulnerable People check, influenza vaccination and certifications relating to laboratory equipment or software. Requirements relating to ethics or biosafety approvals (refer to the [UniSA Research Office for further information](#)), or Export Control considerations should be included here. This section may also include specific skills, knowledge or experience that will be required by the Student to complete the internship.

**Commented [MP16]:** This is the person to receive formal communications and notices relating to the internship. Usually this would be the Dean of Research.

**Commented [MP17]:** Identify the background, current state and what led to the development of the internship. This could include a description of the problem, idea to be explored, and/or work undertaken so far. Also include a description of the overall aim, objectives or research questions, and the key deliverables or milestones. These should be research and development activities, related to the higher degree by research and **not** activities which would be considered day-to-day business activities of the Internship Provider usually undertaken by staff members.

**Commented [MP18]:** if relevant, identify the financial and in-kind contribution of each party to the internship.

**Commented [MP19]:** If the Internship Provider is supplying a financial contribution include details such as amounts and timing here.

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**Other amounts to be paid to the Student by the university on account of consumables, equipment and other costs:**

**The balance:**

To be expended by the University in accordance with its policies to the extent required to support the student throughout the duration of their Internship for the purposes of the completion of their degree. This may include funding to cover equipment, publication costs, conference travel, and other consumables.

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**11. Internship location(s)**

**Commented [MP20]:** Provide the address(es) of the Internship Provider's workplace or facilities where the internship will be undertaken.

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**12. Supervisors**

**University**

Name:

Position:

Address:

Email:

Phone:

**Internship Provider**

Name:

Position:

Address:

Email:

Phone:

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**13. Outcomes of the Internship**

**Student outcomes, including learning and development outcomes:**

**Internship Provider outcomes (not covered by Internship Project Description):**

**University outcomes:**

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**Commented [MP21]:** Provide details of the skills, experience or knowledge that the Student is intended to develop during the internship. These could be capabilities related to technical, professional, transferrable and/or professional identity development. Include professional development opportunities of the Internship Provider that the Student will participate in.