



INTERNSHIP PARTICIPATION AGREEMENT

INTERNSHIP DETAILS	
Internship Details	Internship partner organisation: <add org name and org street address> Internship Location: SCRIPT reference (if applicable):
Intern	Full Name: <add your full name ID numer street address> and then sign the last page. Student ID: Address:
Special Conditions	

BETWEEN

CURTIN UNIVERSITY (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966* (WA) of Kent Street, Bentley, Western Australia 6102 (**Curtin**)

and

THE INTERN

BACKGROUND

- A. The Intern wishes to participate in the Internship.
- B. The Parties wish to record in writing their agreement regarding the Intern’s participation in the Internship.
- C. The Parties agree to the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS

1. TERM

- 1.1. This Agreement remains in force until terminated by mutual agreement of the Parties in writing.

2. INTERN PARTICIPATION

- 2.1. Curtin agrees that the Intern may participate in the Internship, and where appropriate, use Curtin’s facilities, infrastructure and resources for the purposes of participating in the Internship.
- 2.2. The Intern must:
 - (a) carry out all Internship work in a diligent and competent manner and exercising due care and skill;
 - (b) comply with all relevant Curtin statutes, rules and policies including without limitation those relating to research and consulting work, conflicts of interest, occupation health and safety and the Australian Code for the Responsible Conduct of Research;

- (c) maintain accurate and up to date records regarding their conduct and conclusions in relation to any Internships;
- (d) do all things reasonably necessary, including executing any documents, to enable Curtin to make application for, or perfect title to, any Internship IP; and
- (e) promptly notify Curtin in writing of any significant issues that arise in relation to the Internship.

3. OWNERSHIP OF INTERNSHIP IP

- 3.1. The Intern acknowledges and agrees that the ownership of the Internship IP will be as set out in the RTP Internship Agreement.
- 3.2. Where the RTP Internship Agreement specifies Curtin will own the Internship IP:
 - 3.2.1. the Intern agrees:
 - (a) all Internship IP vests immediately on creation in Curtin;
 - (b) to the extent that the Intern may have rights in any Internship IP, the Intern hereby assigns to Curtin all such rights, titles and interests in such Internship IP and agrees to do all things reasonably necessary to give effect to such ownership and assignment; and
 - (c) if Curtin requests, the Intern will give to Curtin all Intellectual Property in tangible form, including without limitation all Material, which is in their custody or possession and which relates to the Internship.
 - 3.2.2. Curtin grants to the Intern a worldwide, non-exclusive, non-transferable, royalty-free licence to use Internship IP for the purpose of:
 - (a) the Internship;
 - (b) the Intern's Thesis, subject to clauses 6 and 7 of this Agreement; and
 - (c) except where prohibited in the Internship Agreement, for academic publications, subject to clause 5.
- 3.3. The Intern may at any time submit a request in writing to be assigned ownership of Intellectual Property rights in accordance with the Curtin IP Policy and applicable regulations.

4. MORAL RIGHTS

- 4.1. Nothing in this Agreement impacts on the Intern's Moral Rights in any Material created or developed by the Intern in relation to the Internship.

5. CONFIDENTIALITY

- 5.1. The Intern:
 - (a) hereby undertakes to treat all Confidential Information in confidence; and
 - (b) will not disclose Confidential Information to any third party without the prior written consent of Curtin or unless required by law.
- 5.2. Where a RTP Internship Agreement contains obligations of confidentiality, the Intern, when advised of such obligations of confidentiality:
 - (a) agrees to comply with those obligations of confidentiality to the same extent as if they were a party to that Internship Agreement; and
 - (b) acknowledges and agrees that any such confidentiality obligations may prevent, or permit subject to conditions, the Intern from publishing the results of any research conducted in relation to the Internship.
- 5.3. Clauses 5.1 and 5.2 shall continue to apply despite the termination or cessation of the Intern's involvement in the Internship.

6. PUBLICATION OF THESIS

- 6.1. The Intern acknowledges and agrees that nothing in this Agreement prevents them from providing their Thesis to examiners for assessment provided that:
- (a) Curtin may require deleting or otherwise modifying the Thesis to avoid the disclosure of Confidential Information and/or Internship IP (where such Internship IP is not owned by the Intern) that may be capable of registration or commercialisation; or
 - (b) Curtin may, in its discretion, require that the Thesis is examined in confidence and withheld from access to the public for a period of two (2) years or such other period as may be reasonably required.

7. INDEPENDENT ADVICE

- 7.1. The Intern acknowledges that they have had the opportunity to take independent advice prior to signing this Agreement and all consents are genuinely given by them.

8. GENERAL

- 8.1. Special conditions contained in the Internship Details take precedence over any other terms of this Agreement to the extent that they are inconsistent.
- 8.2. Each Party will be responsible for its own costs incurred in the preparation of this Agreement.
- 8.3. The rights and obligations of the Parties under this Agreement will not be assignable without the prior written permission of the other Party.
- 8.4. The rights and obligations of the Parties in clauses 2, 3, 4 and 5 survive termination of this Agreement.
- 8.5. The Parties agree to co-operate in good faith to resolve any disputes or differences between them in relation to this Agreement.
- 8.6. Each Party will enter into and execute all documents and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.
- 8.7. If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- 8.8. Any failure by a Party to compel performance by other Parties of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions.
- 8.9. Nothing in this Agreement will be construed so as to make any Party an employee, agent or partner of another Party, or create any relationship of partnership, agency, or trust whatsoever.
- 8.10. This Agreement shall be construed and governed in accordance with the laws of Western Australia and subject to the non-exclusive jurisdiction of the courts of Western Australia.
- 8.11. This Agreement may be signed in any number of counterparts.
- 8.12. This Agreement may be varied only by written agreement of both Parties.

9. DEFINITIONS AND INTERPRETATION

9.1. Definitions

Agreement means this agreement, including any schedules and any amendments agreed in writing by the Parties.

Confidential Information means the confidential subject matter of financial information and other commercially valuable or private information in whatever form, unpatented inventions, trade secrets, formulae, know-how, drawings, works, improvements, concepts, ideas, designs, biological materials, chemical compounds and formulae, samples and other materials of whatever description or form, whether written or oral which Curtin claims is confidential to itself but excludes information which:

- (a) is already legally in the public domain, or after the date of this Agreement becomes part of the public domain otherwise than as a result of unauthorised disclosure by the

Intern;

- (b) is or which becomes available to the recipient Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the Intern;
- (c) is rightfully known by the Intern (as proven by its written record) prior to the date of disclosure to it pursuant to the terms of this Agreement; or
- (d) which is independently developed by the Intern.

Curtin IP Policy means Curtin's policy on Intellectual Property.

Intellectual Property or **IP** means statutory and other rights in respect of inventions, patents, registered and unregistered designs, registered and unregistered trademarks or applications thereof, circuit layouts, copyright, scientific discoveries, know-how, and all other intellectual property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, 1967 but excludes Moral Rights.

Material means any documents and any other material and anything in which Intellectual Property rights subsist, in any form, including without limitation reports authored by the Intern, but excluding the copyright in a Thesis by the Intern, and falling into the following categories:

- (a) created as part of the Internship; or
- (b) created independently of the Internship (whether before or after the date of this Agreement) and is used or otherwise made available to, for, or in connection with the Internship.

Moral Right has the same meaning that it has under the *Copyright Act 1968* (Cth).

Parties means Curtin and the Intern and **Party** means either Curtin or the Intern as the context requires.

Internship means the Internship referred to in the Internship Details.

Internship IP means all Intellectual Property created, resulting from or arising in the course of carrying out the Internship but excluding the copyright in a Thesis by the Intern.

RTP Internship Agreement means the written agreement between Curtin and a third party relating to the Internship.

Thesis means a dissertation and/or substantive report submitted by the Intern to comply with the requirements for the award of a postgraduate research degree.

9.2. Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context requires otherwise:

- (a) a reference to a statute, ordinance, code, law, rule or Curtin policy includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time after the date of this Agreement;
- (b) the word 'person' includes an individual, a body corporate, a trust, an agency and other body;
- (c) words importing the singular shall include the plural (and vice versa) and words denoting a given gender shall include all other genders;
- (d) this Agreement is not to be construed against a Party merely because that Party was responsible for preparing it;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns; and
- (f) headings are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED AS AN AGREEMENT BY THE PARTIES

For and on behalf of
CURTIN UNIVERSITY
(ABN 99 143 842 569)

Authorised signatory

Name of authorised signatory

Date:

By the **INTERN**

Intern signature

Name of Intern (Print)

Date: