



This cover page is for information purposes only, it does not form part of the Internship Agreement – PLEASE REMOVE BEFORE ISSUING AGREEMENT -

NEXT STEPS FOR PHD STUDENTS UNDERTAKING AN ELIGIBLE RESEARCH INTERNSHIP.

To ensure we've covered all administrative basis for your upcoming research internship, here are a few key steps you'll need to follow:

If the contracting party is a Sole Trader, an Individual Person or a Trust

- If the contracting party is any of these types of organisations, please refer the agreement to the GRS team prior to providing the template to the contracting party.

Identify appropriate opportunities in conjunction with your supervisory team

- If you have self-sourced your internship, you must seek supervisory support before you can proceed further. This is to ensure that the internship is appropriate and your supervisory team can help you manage the demands of your research and internship.

Project Participation Agreement (PPA)

- Since the internship agreement is only between Curtin University and the external organisation, an additional step to close the loop between Curtin, the organisation, and yourself is via a 'Project Participation Agreement'. Please request a copy of the PPA document by email ROC-Excellence@curtin.edu.au.

Complete the pre-internship checklist

- While the above is in progress, and if your internship meets all of the eligibility requirements, please login and complete the 'pre-internship checklist' via SONIA > go to 'Forms' > Fill out the 'Pre-internship checklist'. This step is for record keeping and insurance purposes. We encourage PhD students to fill this out as early as possible prior to your internship commencement date.

Claim your internship incentive

- Once the above steps are complete and you have confirmed you are eligible, please contact the GRS to begin your claim process. You will be sent a reminder within two weeks of your internship completion date (automatically sent via SONIA system) to complete your final 'internship completion checklist' in SONIA. Once you complete the checklist, we will be automatically notified, and you will be cleared to submit your final claim via Concur.

How to Progress the agreement itself

- To progress an agreement, fill out the work plan, including a short description of the project which can be included as a separate document if necessary. You will then need to ask your internship host to review, sign the document, and email a copy to ROC-Excellence@curtin.edu.au. The Graduate Research School will arrange for review and approval (allow at least 5-10 working days).

Project IP

There are three different Project IP options for you to choose from:

- Option 1 is appropriate where you are creating IP without the organisation providing any fee and you are not using or building upon the organisation's background IP;
- Option 2 is appropriate where the internship activities builds on or utilises Curtin resourcing or inputs; and
- Option 3 is appropriate if there is unlikely to be any IP developed or the IP is completely separate from any Curtin resourcing or inputs.

Contact us

If you have any further questions or queries, please get in touch with us:

- Email: ROC-Excellence@curtin.edu.au

WORK PLAN

1. BACKGROUND

- 1.1. This Work Plan governs the scope of the Internship and is entered into under the attached - *Curtin RTP Internship Agreement Terms and Conditions (T&Cs)*.
- 1.2. To the extent of any inconsistency between this Work Plan and the T&Cs, this Work Plan prevails. Capitalised words in this Work Plan are defined in the text or in T&Cs.

2. DETAILS

Intern Name and ID	
Location of Internship (street address)	
Internship Host Supervisor	
Internship Supervisor Email	
Degree	
Start Date	
End Date	
Total number of days (must be a minimum of 60 days)	
Organisation	
Organisation ABN	
Deliver method	
Fee (select one option)	<p>OPTION 1: There is no fee payable for this Internship. Use Option 1 for Project IP.</p> <p>OPTION 2: The Organisation agrees to pay the Intern the Fee to support the carrying out of the Internship by the Intern.</p>
Project IP (select one option)	<p>OPTION 1: Project IP will be owned by the Intern.</p> <p>OPTION 2: Project IP will be owned by Curtin. Curtin grants to the Organisation a world-wide, non-exclusive, irrevocable, perpetual, permanent, non-transferable, royalty-free licence to use the Project IP for its own internal purposes.</p> <p>OPTION 3: The Project IP will be owned by the Organisation. The Organisation grants to the Intern a world-wide, non-exclusive, irrevocable, perpetual, permanent, non-transferable, royalty-free licence to use the Project IP for their Thesis and for academic purposes.</p>

CURTIN RTP INTERNSHIP AGREEMENT

Work Plan



<p>Internship description (include details of research & development tasks and objectives)</p>	
<p>Signed for and behalf of Curtin University</p>	<p>Signature:</p> <p>Name & position:</p> <p>Date:</p>
<p>Signed for and behalf of The Organisation</p>	<p>Signature:</p> <p>Name & position:</p> <p>Date:</p>

CURTIN RTP INTERNSHIP AGREEMENT

Terms and Conditions



This Agreement is intended to allow Curtin's research doctorate students (each an **Intern**) to undertake research and development activities related to each Intern's area of research with the Organisation (**Internship**).

1. PURPOSE

- (a) Curtin and the Organisation (the **Parties**) have entered into this agreement (including the Work Plan and any variations to it) to agree on principles, roles and responsibilities required to support the Intern and ensure quality learning outcomes (together the **Agreement**).
- (b) Each Internship is described in detail in the associated work plan (**Work Plan**) and capitalised words used in this Agreement may be defined in the Work Plan.
- (c) The Parties may create additional Work Plans for additional Internships as relevant.
- (d) The Organisation agrees to provide each Intern with adequate access to the Organisation's facilities and resources essential to support each Intern during their Internship.
- (e) The Organisation will assist each Intern to achieve the tasks set out in the Work Plan.

2. FEE

Allocation of any Fee relating to an Internship is determined in accordance with the applicable Work Plan. The Organisation agrees to pay the Intern any Fee identified in the Work Plan.

3. INTERNSHIP

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

4. POLICIES AND PROCEDURES

- (a) During any Internship, the Intern remains subject to Curtin policies and procedures.
- (b) The Organisation will provide each Intern with:
 - (i) relevant policies, regulations, rules, procedure manuals and directions for the use of equipment;
 - (ii) appropriate orientation with respect to security, emergency and safety policies and procedures.
- (c) The Intern must familiarise themselves with and observe the policies and procedures that have been expressly communicated to them by the Organisation.
- (d) If an accident or illness occurs during the Internship, the Organisation will provide emergency care for the relevant Intern in accordance with the Organisation's usual procedures for visitors.
- (e) The responsibility for duty of care to any clients lies with the Organisation. The Intern will abide by the Organisation's decisions and lawful directions regarding clients.

- (f) The Organisation will refer any matter of Intern discipline to Curtin and agrees that Curtin will be responsible for handling the matter according to Curtin's disciplinary policy and procedures.

5. INDEMNITIES

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

6. RISK ASSESSMENT

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

7. PROFESSIONAL SERVICES

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

8. INSURANCE

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

9. TERMINATION, REVIEW AND VARIATION

- (a) This Agreement is made between the Parties on the date the last of the Parties executes this Agreement and continues until the End Date, unless terminated earlier in accordance with clause 9.
- (b) The Parties may vary the terms of this Agreement by mutual agreement in writing.
- (c) Either Party may terminate this Agreement by:
 - (i) giving the other Party 3 months' written notice.
 - (ii) Either Party may terminate a Work Plan at any time with immediate effect if the relevant Intern withdraws from the Degree.

- (d) If this Agreement or a Work Plan is terminated for reasons other than the withdrawal of the Intern from the Degree, the Parties agree to allow the Intern to independently continue the work that is the subject of the Project (including ensuring that the Intern enjoys continuing access to intellectual property and Confidential Information) to the extent necessary for the Intern to complete the Intern's thesis. Nothing in this clause imposes an obligation on either Party to provide further funding to the Intern after the date of termination of this Agreement or Work Plan.
- (e) Without limitation to this clause, a Party's termination of this Agreement:
 - (i) will not affect the rights and obligations of the Party accrued before the effective date of termination; and
 - (ii) will be without prejudice to any other rights or remedies a Party may have with respect to any breach.
- (f) Clauses 5, 9, 10, 11 and 13(h) survive the expiration or earlier termination of this Agreement.

10. CONFIDENTIALITY AND PRIVACY

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

11. OWNERSHIP OF INTELLECTUAL PROPERTY

- (a) In this Agreement:
 - (i) **Project IP** means all intellectual property produced during an Internship but excluding intellectual property in the Intern's Thesis; and
 - (ii) **Thesis** means a thesis submitted by an Intern to comply with the requirements for the award of their Degree.
- (b) The ownership of pre-existing or independently created intellectual property contributed to an Internship and any improvement to it remains vested in the Party that provided that intellectual property.
- (c) (**Project IP**) will be owned as specified in the relevant Work Plan.
- (d) The Organisation acknowledges and agrees that an Intern's Thesis may contain details and results developed during the course of the Internship.
- (e) Each Party acknowledges that it utilises any Project IP at its own risk, and it is the responsibility of the Party to make its own assessment of the suitability of the Project IP and any advice or information generated from the Project.

12. ACADEMIC THESIS

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

13. GENERAL

- (a) Each Party enters into this Agreement as an independent contractor.
- (b) The Parties will comply with all relevant state and federal laws of Australia applicable to this Agreement, including but not limited to the *State Records Act 2000* (WA).
- (c) The Organisation must obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including but not limited to the *Criminal Code Act 1995* (Cth) and the *Modern Slavery Act 2018* (Cth).
- (d) Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.
- (e) Nothing in this Agreement will be construed so as to make an employee, agent or partner between Curtin and the Organisation or between the Intern and the Organisation.
- (f) The Parties can sign this Agreement electronically in any number of counterparts and the counterparts taken together will form one Agreement.
- (g) This Agreement including any Work Plan schedules may be varied by written agreement of the Parties.
- (h) This Agreement will be governed and construed according to the laws of Western Australia, and the Parties irrevocably submit to the exclusive jurisdiction of the courts there with respect to all matters arising under or relating to this Agreement.
- (i) This Agreement and together with the relevant Work Plan schedules constitutes the entire agreement between the Parties in relation to this subject matter of this Agreement and any prior arrangements, agreements, representations or undertakings are superseded.