

## INFORMATION SHEET – THIS SHEET DOES NOT FORM PART OF THE AGREEMENT

**Overview** - The primary aims of the HDR Internship are to develop the Candidate's transferable and professional skills, build industry contacts and prepare for future employment. A HDR Internship should:

- enable the Candidate to apply their knowledge and research capabilities gained from their program in a workplace setting;
- allow the Candidate to develop their transferable and professional skills;
- provide an opportunity for the Candidate to explore career options or make more informed decisions on their career development; and
- increase the Candidate's employability skills.

HDR Candidates are required to submit Assessment Items to the University to demonstrate their achievement of the project and learning outcomes. This needs to be accommodated in intellectual property arrangements and confidentiality restrictions.

As the Internship contributes towards a qualification for which the Candidate may have to pay tuition fees, the Host should provide fair warning to both the Candidate and the Principal Supervisor of circumstances which could lead to the termination of the Internship.

## UNIVERSITY INSURANCE COVER - EXPLANATION

**Public Liability** – The University's General and Products Liability Insurance Policy (generally referred to as "public liability insurance") covers all students of the University (including enrolled HDR Candidates) in situations where students are undertaking unpaid activities required by the university as part of their program of study, or approved by the University as of benefit to the students in their study.

Students are indemnified by that policy for any property damage (excluding motor vehicles) or personal injury suffered by a third party which is caused by the student in the course of an approved unpaid work experience activity, and for which the student would be legally liable.

The University's General and Products Liability Insurance Policy applies irrespective of whether the activities are conducted on a University site or elsewhere, provided the activities are officially sanctioned.

**Personal injury suffered by the student** - The University's Personal Accident Policy extends to all students of the University where the students are undertaking approved unpaid Work Experience / WIL Activity within Australia. Some limits apply under this policy. In some States, the Host may also be required to cover students under its insurance policies..

**Professional Indemnity and Medical Malpractice Insurance** - a student undertaking unpaid activities required by the University as part of their program of study, or approved by the University as of benefit to the student in their study, is covered by Professional Indemnity and Medical Malpractice Insurance for up to \$10 million worldwide with limitations in the USA/Canada.

Any incident that requires attention of the University's insurers, should be notified directly to the University's Manager, Insurance by phone: (07) 3735 7971; or

email: [insurance@griffith.edu.au](mailto:insurance@griffith.edu.au)

## REQUIRED GRIFFITH APPROVALS

- The Internship must NOT commence until all parties have signed the attached Agreement.**
- Before the Agreement is signed by Griffith, the following approvals must be obtained:
  - Principal Supervisor** has confirmed that:
    - ☐ the candidate is confirmed in their candidature
    - ☐ they recommend that the candidate is making satisfactory progress;
    - ☐ the candidate's ability to submit their thesis in a timely manner will not be adversely impacted by undertaking this HDR Internship for the planned period; and
    - ☐ they will support and monitor the candidate's Internship Project work for the duration of the HDR Internship.
  - Dean Research** has confirmed that:
    - ☐ the candidate is confirmed in their candidature and is making satisfactory progress;
    - ☐ the Internship Project outlined in the Project Plan is appropriate for completion as a component of the candidate's HDR Program;
    - ☐ the candidate will benefit academically from this HDR Internship through the development of transferrable skills that are aligned with the Higher Degree Research Graduate Attributes Policy; and
    - ☐ due consideration has been given to the factors specified in "Work-Integrated Learning at Griffith" (policy library) in selecting the Host for a HDR Internship.
- If the candidate is remaining in Australia and undertaking the HDR Internship with an overseas company or organisation, the candidate should submit an application to Griffith Global Mobility to be assessed for an International Experience Incentive Scheme (IEISI) grant.
- Details of the Internship must be properly recorded and a copy of the fully signed agreement must be lodged in the appropriate contract register (SONIA &/or ConvergePoint).



## 6. INTELLECTUAL PROPERTY ARRANGEMENTS:

- 6.1 Copyright in the Candidate's Assessment Items will be owned by the Candidate. This does not affect the ownership of any Host IP which is referred to or incorporated in those Assessment Items. The Host may retain a copy of the Candidate's Assessment Items and use them for the purposes for which they were created and for other business purposes.
- 6.2 Apart from the Candidate's Assessment Items, any other intellectual property created, owned or likely to be owned by the Candidate as a result of the Candidate participating in the Internship, undertaking the Internship Project, or achieving any outcomes outlined in the Project Plan ("**Other IP**") will be dealt with as follows:
- ☐ Option A (Default): the Candidate assigns all rights and title in the Other IP to the Host absolutely. The Host grants to the Candidate and Griffith a non-exclusive, irrevocable, perpetual, royalty-free licence to use and reproduce the Other IP (apart from any Client Records) for research and teaching purposes (but not for commercialisation).
  - ☐ Option B: the Candidate assigns all rights and title in the Other IP to the Host absolutely.
  - ☐ Option C: all rights and title in the Other IP (apart from any Client Records) vest in the Candidate. The Candidate grants a non-exclusive, irrevocable, perpetual, royalty-free licence:
    - (a) to the Host - to use and reproduce the Other IP for the Host's business purposes; and
    - (b) to Griffith - to use and reproduce the Other IP for research and teaching purposes.
- 6.3 For the avoidance of doubt, all Intellectual Property in Client Records vests in and is owned by the Host.
- 6.4 The Candidate consents to the Host not attributing the Candidate as an author of the Internship Material; and to the Host using, reproducing, adapting, altering, amending, deleting, modifying or supplementing the Internship Material or otherwise dealing with, exploiting or changing the Internship Material or using the Internship Material in a different context than originally envisaged, as the Host sees fit (in its sole discretion), which acts or omissions might otherwise constitute an infringement of the Candidate's moral rights. For the avoidance of doubt, the Candidate does not consent to the false attribution of authorship.
- 6.5 The Host may request that the Candidate's Assessment Items be examined under conditions of confidentiality. However, no other restriction may be placed on the Candidate's ability to lodge their Assessment Items for examination in accordance with Griffith's policies.

## OPERATIVE PROVISIONS:

### 1. Definitions

- 1.1 In this Agreement, the following terms have the meanings attributed to them in the Reference Schedule – Candidate, Griffith, Host, Internship Project, Principal Supervisor, Program and Start Date.

- 1.2 In addition, unless the context requires otherwise:

**Assessment Items** means all artefacts, activities and tasks related to the Candidate's participation in the Internship which the Candidate is required to submit to Griffith to demonstrate their achievement of Internship Project and learning outcomes.

**Client** means a person receiving goods or services from the Host.

**Client Record** means any Client or associated administrative record which identifies a Client or group of Clients and which is created by a Candidate at the direction or control of the Host in the course of the Internship.

**Confidential Information** means any and all information of a party which is by its nature confidential, is designated by the party disclosing it as confidential or which the party receiving knows, or ought to know, is confidential, whether existing prior to the Start Date or created during the course of the Internship, and whether scientific, technical, commercial, financial or other nature but shall not include information that:

- (a) is already in the public domain;
- (b) is received by a party from an independent third party who is lawfully in possession and who is entitled to divulge it and is not under any obligation of confidentiality; or

- (c) becomes available to the public by any means other than breach of this Agreement by the party receiving the information.

**Intellectual Property** or **IP** means all intellectual property which is capable of being protected by statute, equity or common law and includes, but is not limited to, all inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patents, computer programs, drawings, plans, specifications, copyright, trade marks, designs (whether registrable or not), know-how, and any other information, confidential or otherwise, capable of protection under the *Copyright Act 1968 (Cth)*.

**Internship** means attendance by the Candidate at the Premises for the purposes of undertaking the educational activities described in this Agreement.

**Internship Material** means all material created by the Candidate in the course of or as a result of the Candidate participating in the Internship, including the Assessment Items.

**Personal Information** has the same meaning as defined in the *Privacy Act 1988 (Cth)*.

**Premises** means the location(s) from which the Host requires the Candidate to undertake the Internship.

**Privacy Laws** means the *Information Privacy Act 2009 (Qld)*, the *Privacy Act 1988 (Cth)* and any similar or equivalent laws, regulatory requirements or codes of practice governing the use, storage or transmission of Personal Information.

### 2. Term & Termination

- 2.1 The parties agree to work together on the terms of this Agreement to provide the Candidate with an opportunity to undertake the Internship.
- 2.2 This Agreement commences when signed by the last of the parties and continues, unless terminated in accordance with

- its terms, until Griffith has finalised its assessment of the Candidate's Assessment Items.
- 2.3 This Agreement may only be terminated by the Host in consultation with the Principal Supervisor and with the approval of the Dean (Research) at Griffith.
- 2.4 Griffith may withdraw the Candidate from the Internship at any time if it reasonably considers it necessary or appropriate.
- 3. Responsibilities of Griffith**
- 3.1 Griffith is responsible for:
- (a) all academic matters relating to the Program, including assessment of the Candidate;
  - (b) Candidate disciplinary matters; and
  - (c) notifying the Host if the Candidate ceases to be enrolled in the Program.
- 4. Responsibilities of the Host**
- 4.1 The Host is responsible for:
- (a) providing the Candidate with tasks and exposure to the business directly relevant to the Internship Project, at a level suitable to the Candidate's research program and under the supervision of a suitably qualified and responsible person;
  - (b) providing, at the conclusion of the Internship, written feedback in the form reasonably required by Griffith on the Candidate's performance during the Internship and the extent to which the Candidate successfully completed the Internship Project and/or achieved the learning outcomes set out in the Project Plan;
  - (c) if necessary, arranging for and obtaining Client consent for the Candidate to provide services to Clients and to have access to Client information for the purpose of the Internship. Client consent may be freely withheld; and
  - (d) ensuring that the Candidate keeps regular working hours at the Premises as set out in the Project Plan (unless otherwise agreed with the Principal Supervisor).
- 4.2 Prior to the Candidate commencing the Internship, the Host will:
- (a) ensure that the Premises and any equipment to be used by the Candidate comply with current general and industry specific workplace health and safety legislation; and
  - (b) provide an induction process for the Candidate including workplace health and safety and appropriate on the job training and supervision.
- 4.3 If the Candidate reports an incident or dangerous situation or if there is a safety breach by the Host related to the Internship, the Host must give written notice of such to Griffith, and if requested by Griffith, provide a copy of any report, recording or investigation into the incident, situation or breach.
- 4.4 Unless the Candidate is a paid employee of the Host, the Host must not require the Candidate to function as an employee of the Host.
- 5. Responsibilities of the Candidate**
- 5.1 The Candidate must comply with all of the Host's lawful pre-Internship requirements including, but not limited to, immunisation, health check, working with children check and criminal record check requirements, prior to commencing the Internship. The Candidate acknowledges that the Host may prevent the Internship from proceeding if the Candidate cannot or does not comply with the request for the production of evidence of compliance.
- 5.2 While on Internship, the Candidate must:
- (a) comply with the guidelines for the Program in which they are enrolled and for which they are undertaking the Internship;
  - (b) maintain a professional approach to the Internship and carry out the Internship Project under the guidance of the supervisor appointed by the Host;
  - (c) exhibit general good behaviour at all times while on Internship and adhere at all times to any applicable codes of conduct and Griffith's Student Charter;
  - (d) keep regular hours at the Premises as agreed with the Host;
  - (e) participate in the induction provided by the Host and comply with all rules, directions, codes of conduct, policies and procedures (including those relating to security or workplace health and safety) that are in effect at the Premises, or which are communicated to the Candidate by the supervisor appointed by the Host or other staff of the Host from time to time; and
  - (f) report any serious incidents in the workplace or other concerns which arise in connection with their Internship to Griffith (through their Principal Supervisor). Griffith will contact the Host at an appropriate time to report any such concerns.
- 6. Intellectual Property (HDR Internship)**
- 6.1 The parties agree that the IP arrangements set out at Item 6 of the Reference Schedule form part of this Agreement.
- 7. Publication Restriction – Other IP**
- 7.1 This section only applies if Option A (Default) is chosen at Item 6 of the Reference Schedule for ownership and licensing of the Other IP.
- 7.2 The Candidate and Griffith must not publish any material referring to or containing the Other IP during the term of the HDR Internship and for a period of five (5) years after its completion without the prior written approval of the Host.
- 7.3 Any such proposed publication must be provided to the Host for approval at least thirty (30) days prior to the date on which it is intended the draft be submitted for publication.
- 7.4 Within 14 days of receipt of the draft publication, the Host must, acting reasonably:
- (a) provide its written consent to publication in the form submitted; or
  - (b) provide its consent to publication subject to:
    - (i) data being anonymised;
    - (ii) its Confidential Information being severed from the draft; or
    - (iii) such other amendment being made which, in the reasonable opinion of the Host, is necessary.
- 7.5 If the Host does not respond to a request for approval within 14 days of receiving the draft publication, then its consent is deemed to have been given.
- 7.6 For the avoidance of doubt, this section does not apply to the Candidate's Assessment Items which are not part of the Other IP.
- 8. Compliance with laws**
- 8.1 During the Internship, each party must:
- (a) comply with all relevant laws applying in the party's location – including, without limitation, those affecting employment and workplace conditions and anti-discrimination legislation; and
  - (b) if applicable, familiarise themselves with and comply with current Fair Work Ombudsman's guidelines on unpaid work experience:  
<http://fairwork.gov.au/pay/unpaid-work>
- 9. Payment of Stipend**
- 9.1 If indicated in Item 4 of the Reference Schedule, the Host agrees to fund a stipend for the Candidate while undertaking

- the Internship. Griffith will invoice the Host for the amount(s) shown in Item 4 of the Reference Schedule.
- 9.2 Subject to Griffith receiving payment of the stipend from the Host, Griffith will make periodic payments of that stipend to the Candidate, into an account nominated in writing by the Candidate.
- 9.3 If the Internship is terminated for reasons other than breach by the Host, Griffith will pay a pro-rata refund of any undisbursed stipend payments paid by the Host in advance.
- 9.4 The Candidate is responsible for assessing the taxation implications of the stipend payments (if any).
- 9.5 A stipend is not recompense or reward for services rendered by the Candidate to the Host or to Griffith. The Candidate is not entitled to receive any remuneration or similar benefit for the Internship, and payment of a stipend does not alter the "unpaid" nature of the Candidate's activities for insurance purposes.

#### 10. Issues arising during the Internship

- 10.1 If any problems or concerns arise at any stage during the Internship, the party with the concern must notify the other parties without delay and all parties must attempt in good faith to resolve any problems to their mutual satisfaction.
- 10.2 All parties acknowledge and agree that a Candidate's access to Clients is and remains subject to the Host's overriding duty of care to its Clients. The Host remains responsible for all aspects of Client care and retains the right to intervene on any occasion as deemed necessary by the Host.
- 10.3 The Host may restrict the Candidate's access to Clients or the Premises or ask the Candidate to leave the Premises if the Host receives information about the conduct, health or performance of the Candidate, from which it forms the view that there are reasonable grounds that:
- (a) any person including the Candidate, the Host's staff, a Client or a member of the public may be at risk; or
  - (b) the Candidate or the Internship constitutes a risk to the reputation of the Host.
- 10.4 The Host must immediately notify Griffith (through the Dean (Research)) if a decision is made to restrict the Candidate's access under clause 10.3. This action does not represent termination of the Internship or of this Agreement.

#### 11. Confidentiality & Privacy

- 11.1 Each party must keep the Confidential Information of the other parties strictly confidential, and must not disclose such Confidential Information except as expressly authorised in writing by the discloser, as permitted by this Agreement or as required by law. For the avoidance of doubt, the Candidate must not include any of the Host's Confidential Information in the Candidate's Assessment Items without the Host's prior written consent.

- 11.2 A party receiving Confidential Information may disclose it to such of its officers, employees or contractors who have a need to know for the purpose of this Agreement.

#### 11.3 The Host acknowledges that:

- (a) it is solely responsible for ensuring that the Candidate is fully aware of its rules and requirements relating to confidential information; and
- (b) it must not ask the Candidate to sign a non-disclosure agreement which prevents the Candidate from releasing all relevant information necessary for Griffith to assess their Assessment Items.

- 11.4 Each party agrees that it will at all times comply with applicable Privacy Laws when handling Personal Information. If any party becomes aware of a breach or suspected breach of any such laws, it must immediately notify the other parties.

#### 12. Insurance & Liability

- 12.1 Griffith and the Host must each effect and maintain the following insurances for the duration of this Agreement:

- (a) public liability insurance of not less than \$10 million;
- (b) professional indemnity insurance of not less than \$5 million; and
- (c) workers' compensation insurance as required by law.

- 12.2 In no event will a party be liable for any consequential losses (such as loss of profits, business revenue, goodwill, reputation or loss of actual or anticipated savings or opportunities) suffered or incurred by any other party, its staff or any other person in connection with the Internship.

#### 13. General

- 13.1 The terms and conditions of this document constitute the entire agreement between the parties and may not be varied except in writing signed by all parties.
- 13.2 This Agreement does not give rise to any relationship between the parties of partnership, principal and agent or employer and employee.
- 13.3 All notices and other communications must be given in the English language.
- 13.4 This Agreement is governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.
- 13.5 Termination of this Agreement will not affect clauses 6 (Intellectual Property), 7 (Publication Restriction – Other IP), 9.3 Refund of undisbursed stipend), 11 (Confidentiality and Privacy) or 12 (Insurance & Liability).
- 13.6 This Agreement may be signed in any number of counterparts (whether in original, facsimile or electronic form) and all those counterparts together make one instrument.

EXECUTED AS AN AGREEMENT BY:		
<b>GRIFFITH UNIVERSITY:</b>  <hr/>	<b>HOST:</b>  <hr/>	<b>CANDIDATE:</b>  <hr/>
Signature	Signature	Signature
Print name of authorised person	Print name of authorised person	Print name of Candidate
Date:	Date:	Date:

**PRIVACY STATEMENT:** The personal information collected by this form is handled in accordance with Griffith's Privacy Plan which is available at: <https://www.griffith.edu.au/about-griffith/corporate-governance/plans-publications/griffith-university-privacy-plan>.