



Australian
National
University

INDUSTRY PROJECT AGREEMENT

THE AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906 an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) as represented by the School of Engineering/College of Engineering, Computing & Cybernetics of Acton in the Australian Capital Territory, 2601 (**University**)

AND

[INSERT OTHER PARTY NAME] ABN **[insert ABN]** of **[insert address]** (**Host**)

Thank you for agreeing to host an Australian National University (**University**) student/s (**Student/s**) for the purpose of undertaking a work-integrated-learning project (**Project**) as part of their study (**Program**).

The purpose of this document is to set out the obligations of both the University and the Host to facilitate successful Projects.

HOST RESPONSIBILITIES

- 1 The Host agrees:
 - 1.1 to appoint a suitably qualified person responsible for weekly engagement with the Student/s (**Host Supervisor**);
 - 1.2 to advise the University of the name and contact details for the Host Supervisor;
 - 1.3 use all reasonable endeavours to provide the Student/s with a variety of opportunities for work and professional experience consistent with a Student's Program and the educational objectives of the Project;
 - 1.4 to provide the Student/s with the resources and equipment reasonably required to perform the duties assigned to the Student/s;
 - 1.5 that it is solely responsible for ensuring that each Student is aware of any requirements relating to use of the Host's confidential information;
 - 1.6 not do an act, or engage in a practice that would constitute a breach of an Australian Privacy Principle set out in the *Privacy Act 1988* (Cth);
 - 1.7 comply with all applicable legislation, regulations and standards, including the *Fair Work Act 2009* (Cth);
 - 1.8 where relevant, maintain attendance records and report all Student absences to the University, upon request;

- 1.9 as soon as practicable, notify the University if the Host considers the conduct of the Student/s warrants disciplinary action, and provide details about the conduct and the grounds upon which it considers that action should be taken;
- 1.10 ensure proper insurance cover for the Student/s, including, but not limited to public liability insurance policies where applicable; and
- 1.11 undertake an evaluation of the Student/s if requested, in the form required by the University.

WORKPLACE HEALTH AND SAFETY

2 The Host must, where relevant:

- 2.1 ensure that it provides a proper induction to the workplace;
- 2.2 comply with anti-discrimination legislation, including but not limited to policies with respect to bullying and harassment;
- 2.3 report an adverse event (including but not limited to an injury, death or other notifiable incident under workplace health and safety legislation) to the University Supervisor immediately, and then in writing as soon as reasonably possible; and
- 2.4 have a system for risk management that includes the identification of hazards, the assessment and control of risks (including hazard inspection and risk assessments), and a system for reporting, recording and investigation of accidents/incidents, including for reporting bullying and harassment and provide:
 - 2.4.1 an orientation process;
 - 2.4.2 appropriate workplace training and supervision; and
 - 2.4.3 appropriate personal protective equipment, at no cost, for the Student/s where appropriate.

UNIVERSITY RESPONSIBILITIES

3 The University will be responsible for:

- 3.1 approving each Student's participation in the Project, unless an alternative selection process is agreed by the parties;
- 3.2 specifying the University Contact and Supervisor who will liaise with the Host Supervisor regarding the Students, including the educational objectives and other requirements for the Project;
- 3.3 ensuring a Student has information of any necessary medical clearances, vaccinations, licences, checks, approvals or registrations when advised by the Host, and required for the Project;
- 3.4 maintain personal accident insurance for Students undertaking a Project as part of their Program. The insurance cover is arranged in Australia and accords with local Australian market standards. Note that the University does not maintain insurance for students which may be required in a particular country by operation of legislation (e.g. health insurance); and
- 3.5 discipline of the Student/s.

JOINT RESPONSIBILITIES

- 4 The parties must:
 - 4.1 act in good faith to resolve any issues expediently, whether these arise before or during the Project;
 - 4.2 not disclose to a third party any confidential information provided by the other party and arising out of the Project except as expressly authorised by the other party or required by law;
 - 4.3 notify the other party immediately if a Student is excluded or the Project is suspended or terminated. Either the Host or the University may exclude a Student from the Project if it considers on reasonable grounds that the Student's conduct during the Project is inappropriate or that the Student is not suitable to undertake or to continue the Project.

INTELLECTUAL PROPERTY [ONLY SELECT ONE OPTION FROM A OR B]

- 5 As specified in the University IP Policy, Students will own their course work for assessment (Assessable Work), and will be asked to enter into an agreement acknowledging that:
 - 5.1A All intellectual property rights in works created by a Student during the Project (Project IP) will vest in the Student. Students will grant a licence to the Host and the University to use their Assessable Work, including Project IP, for non-commercial purposes.
 - 5.1B Students will assign all right and title to and interest in IP in works created by them during the Project (Project IP) to the Host. Students will have the right to include Project IP in their course work for assessment (Assessable Work).

TERM

- 6 **This agreement:**
 - 6.1 commences upon execution and expires after **N** years;
 - 6.2 can be extended or varied by written agreement between the parties; and/or
 - 6.3 may be terminated by either party upon 3 months' written notice provided that the parties must use their best endeavours to ensure that a Student, wherever possible, is able to complete their Project on the same or similar terms as provided under this agreement.

GENERAL

- 7 This agreement is governed by the laws of the Australian Capital Territory and each party agrees to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- 8 The parties acknowledge that a Student will be given a reasonable time (not less than 30 days) in which to seek independent legal advice concerning the terms of their Project.

SIGNED

for and on behalf of the Australian National University **ABN 52 234 063 906** by an authorised officer:

Print name and position:

SIGNED

for and on behalf of the [Host] [ABN Insert] by an authorised officer:

Print name and position:

Date: