

## PhD STUDENT RESEARCH INTERNSHIP AGREEMENT

The Parties to this Research Internship Agreement support the professional training and work-related experiential learning of the named PhD Student(s) in an R&D area related to their area of research. Please complete all sections and sign and complete the Schedule (project plan).

<p><b>UWA</b></p> <p>The University of Western Australia, a body corporate established under the University of Western Australia Act 1911, of 35 Stirling Highway, Crawley, WA, 6009.</p> <p>Contact person: Phone: Email: ABN: 37 882 817 280</p>	<p><b>PARTNER ORGANISATION</b></p> <p>Organisation name &amp; address :</p> <p>Contact person: Phone: Email: ABN:</p>
<p><b>PhD STUDENT(S)</b></p> <p>Where more than one student is working in a team on an internship project, list all the Student Names and Student numbers here to the left and add the names and signature panels for all students on the project to endorse their participation. For each student, provide clear evidence that the Internship Project is related to their individual PhD research projects in the Schedule to this Agreement</p>	<p><b>1. PhD Student Name:</b></p> <p>Student Number Email: Mobile:</p>
<p><b>2. PhD Student Name:</b></p> <p>Student Number Email: Mobile:</p>	<p><b>3. PhD Student Name:</b></p> <p>Student Number Email: Mobile:</p>

### BACKGROUND:

- A. UWA conducts postgraduate research training in the Doctorate Course, and, as part of the Course encourages PhD students to undertake Research Internships with research enduser Organisations in an area related to their research project. UWA will check eligibility of the Student before the Start date.
- B. The Organisation has agreed to accept eligible UWA PhD Student(s) for a Research Internship to support them in applying theoretical and other knowledge from their studies in a practical workplace setting.
- C. The Parties have agreed on the scope of the R&D project and agree that the primary purpose of the internship is for the student's education and as an intern they will not be required to carry out functions or render service as an employee of the Organisation. The Parties have entered into this Agreement to record the terms and conditions that will govern the arranged period of Research Internship of UWA PhD Student(s) at the Organisation.



DETAILS		
Item 1	Internship R&D Project Title	
Item 2	Start Date	
Item 3	End Date	
Item 4	Location(s) of where the placement will take place	Address 1: Address 2: n/a Address 3: n/a
Item 5	Mode	Face-to-face          Remote          Hybrid  Comment:
Item 6	Attendance Work Pattern	<p>UWA PhD Students are expected to complete at least 60 FTE days (or a minimum of 450 hours) in the Research Internship over at least 3 months. Nb. A full-time equivalent (FTE) day is defined as the number of hours in a standard working day for the internship host's industry sector (the Organisation).</p> <p>Indicate the industry standard working day for the Organisation in hours.</p> <p><b>In the absence of an industry standard, the National Employment Standards sets out a maximum full-time week as 38 hours, or a standard working day of 7.6 hours/ 1 FTE day.</b></p> <p>Industry standard working day hours:</p> <p><b>Students must keep a written record of actual time spent in the internship and have it approved by the Organisation, this is to be submitted to UWA's Graduate Research School on conclusion of the internship.</b></p> <p>Where there is more than one Student, for each Student specify the attendance work pattern.</p> <p>Student 1 name: Proposed weekly attendance/engagement pattern. Note: Days of engagement can include non-business days. Pattern of work hours: Approximate hours per week: Total number of hours or FTE days in Research Internship</p> <p>Student 2 Name: n/a Proposed weekly attendance/engagement pattern. Note: Days of engagement can include non-business days. Pattern of work hours: Approximate hours per week: Total number of hours or FTE days in Research Internship</p>

		<p>Student 3 name: n/a</p> <p>Proposed weekly attendance/engagement pattern. Note: Days of engagement can include non-business days.</p> <p>Pattern of work hours:</p> <p>Approximate hours per week:</p> <p>Total number of hours or FTE days in Research Internship</p>
<b>Item 7</b>	<b>Research Internship Supervision Contacts</b>	<p><b>UWA Academic Mentor/Supervisor:</b></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p> <p><b>Organisation Supervisor for the Research Internship:</b></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>
<b>Item 8</b>	<b>Contact Officer</b>	<p><b>UWA Coordinator:</b></p> <p>Name:</p> <p>Position: HDR Internship Coordinator</p> <p>Address: 35 Stirling Highway, Crawley WA 6009</p> <p>Phone: 6488 7244</p> <p>Email: <a href="mailto:internships-grs@uwa.edu.au">internships-grs@uwa.edu.au</a></p> <p><b>The Organisation representative (if differs from the Internship Supervisor):</b></p> <p>Name:</p> <p>Position:</p> <p>Phone:</p> <p>Email:</p>

**EXECUTED as an agreement by the authorised representatives of the parties:**

SIGNED for and on behalf of <b>THE UNIVERSITY OF WESTERN AUSTRALIA</b> by its authorised representative:  Date & Digital signature:		SIGNED for and on behalf of <b>THE ORGANISATION</b> by its authorised representative:  Date & Digital Signature:	
NAME (IN CAPITALS):	IMELDA WHELEHAN	NAME (IN CAPITALS):	
TITLE:	PROFESSOR	TITLE:	
POSITION:	<b>Dean, Graduate Research School</b>	POSITION:	

Acknowledged by <b>THE PhD STUDENT</b> :  Date & Digital Signature:		Acknowledged by the nominated <b>UWA Academic Mentor or internship supervisor</b> :  Date & Digital Signature:	
NAME (IN CAPITALS):		NAME (IN CAPITALS):	
TITLE:		TITLE:	
ROLE:		ROLE:	
SCHOOL:		SCHOOL:	

Acknowledged by <b>THE PhD STUDENT 2</b> :  Date & Digital Signature:		Acknowledged by the nominated <b>UWA Academic Mentor or internship supervisor</b> :  Date & Digital Signature:	
NAME (IN CAPITALS):		NAME (IN CAPITALS):	
TITLE:		TITLE:	
ROLE:		ROLE:	
SCHOOL:		SCHOOL:	

Acknowledged by <b>THE PhD STUDENT 3</b> :  Date & Digital Signature:		Acknowledged by the nominated <b>UWA Academic Mentor or internship supervisor</b> :  Date & Digital Signature:	
NAME (IN CAPITALS):		NAME (IN CAPITALS):	
TITLE:		TITLE:	
ROLE:		ROLE:	
SCHOOL:		SCHOOL:	

**SCHEDULE:**

As agreed by the Parties in collaboration. Additional details may be added to this Schedule to clarify expectations.

**Project Scope and relevance to PhD research project:**

Outline the Organisation's R&D challenge and the Research Internship project plan. Indicate the project scope and the R&D activities to be undertaken. Please include a statement of how the planned project relates to the PhD research area.

Comment:

List specific tasks and expectations in the project plan to facilitate the Student's application of theoretical and other knowledge in a practical setting. Establish how publications or public disclosure of aspects of the internship project will be managed.

Comment:

Outline provisions for IP licencing, claims and ownership. Append Student Deed if the student is required to assign their IP.

Comment:

**Attendance and participation:**

Please state the duration of the Internship within the start and end dates stipulated as given in Item 2 and 3, as well as the expected attendance and engagement format in Item 5 and 6. Each student will need to keep a record of the 'days of engagement' summed up in full-time equivalent (FTE) days. The latter are defined as the number of hours per standard work day in that industry and may include non-business days: so a student spending 3.5hrs on Mon + 2hrs Fri + 2hrs Sat = 7.5hrs or 1FTE (public service standard day).

Comment:

**Reporting and reflection:**

All reports must be completed within one week of the End Date of the Research Internship [specify any additional reporting requirements with a deadline however all reports are to be finalised within one week after the End Date]

Comment:

### **Student Reports:**

- On completion of the Internship the Student must submit a ratified timesheet (can show the breakdown of hours spent) but must be tallied up as minimum total of 60 standard FTE days (as defined in that industry) ideally approved by the Organisation representative, such as the Internship Supervisor at the Organisation.
- Report on the Project outcomes – Final Report (detailing the work undertaken in the Internship and the outcomes, may be confidential) and a Summary Report (to demonstrate the high level outcomes of the Internship, must not contain any confidential information).
- Reflection report on their learning and skills development outcomes.

### **Organisation**

- On completion of the internship the organisation will provide to the UWA Coordinator a statement on the impact and an evaluation of the R&D project (not of the Student) suitable for use and publication by UWA.

### **Payments**

Under the FairWork Act this is a Vocational Placement and is lawfully unpaid, however, the Organisation may elect to contribute a stipend Scholarship to the Student for the duration of the Internship. For Payments to the Student [please set out the total amount payable to the Student and provide invoicing details, noting that UWA will invoice the Organisation and arrange for payment of the Scholarship to the Student]

Amount:

### **The Parties agree that the Research Internship will:**

- (a) Commence on the date specified in Item 2 and end on the date in Item 3, unless a change is agreed in writing
- (b) Be adequately supervised in day-to-day activities by Internship Supervisors employed in the Organisation
- (c) Be completed during the time specified (Item 5-6) and the Student will keep and maintain accurate and reasonably detailed time-keeping records in connection with participation in the Internship. The final record of the hours and days will be endorsed by the Organisation and then submitted, along with all other final reports and reflections, to the Graduate Research School to fulfil the Internship requirements at UWA [timesheets must be verified by the Organisation]
- (d) Ensure all Internship reports are completed in a timely manner and copies circulated for endorsement and filing by all Parties
- (e) Be solely for the Student and Organisation to gain familiarity with each other's expertise and primarily for the Student's education, and that there is no intention to create an employer/employee relationship
- (f) Ensure all Internship reports are completed in a timely manner and copies circulated for endorsement and filing by all Parties

**IT IS HEREBY AGREED:**

**1. DEFINITIONS**

In this Agreement unless the context otherwise requires:

**Academic Mentor**, generally the PhD supervisor, will oversee and support the PhD Student participating in a Research Internship and may be the academic supervisor of the student, as notified by UWA to the Organisation in this Agreement.

**Claim** means any claim, notice, demand, debt, account, action, expense, cost, lien, loss, damage, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

**Commencement Date** means the date specified in Item 2 of the Details.

**Confidential Information** means any Intellectual Property, or information in material form and raw data disclosed by the Organisation after the date of this Agreement, in connection with the Research Internship or this Agreement, which is marked as “Confidential”, and excludes information which:

- a) is or becomes public knowledge or part of the public domain other than as a result of breach of this Agreement by the recipient party or its representatives;
- b) has been independently developed or acquired by the recipient; or
- c) becomes available to the recipient from a source other than the disclosing party who has not obtained it directly from the disclosing party.

**Contact Officer** means the person at each of UWA and the Organisation as specified in Item 8 for the purposes of clause 10.1.

**Course** means a course of study leading to postgraduate research doctorate offered by UWA, with an optional experiential learning component available to eligible students to undertake industry internships concurrent with their research.

**Details** means the details of this Agreement as set out on the preceding pages.

**End Date** means the date specified in Item 3 of the Details.

**Intellectual Property** means present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law), works of authorship (including copyright and associated moral rights), designs, circuit layout and know how (including trade secrets), and the right to apply for and/or register such rights.

**Location** means the primary location or locations where Students will undertake the Research Internship, as set out in Item 4 of the Details.

**Organisation Supervisor** means the person appointed by the Organisation to supervise and support a Student undertaking the Research Internship, as notified by the Organisation to UWA.

**Research Internship** is an agreed period of time that a PhD student will work on a short supervised self-contained R&D project relating to the PhD student’s higher degree by research course in their area of research, normally on a topic of mutual interest with the Organisation. The Internship is a “vocational placement”, as defined in the *Fair Work Act 2009* (Cth) and allows for PhD Students to gain relevant professional training and skills within a workplace setting.

**Research Internship Details** means the general details agreed by the parties in respect of the length and attendance of the Internship as set out in Item 6 of the Details. When the Organisation will offer Placements to more than one Student, this must be set out clearly in Item 6 and in the Schedule.

**Privacy Act** means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles incorporated in the Act.

**Student** means an enrolled PhD student of UWA who is approved as eligible to attend a Research Internship as part of the course at UWA.

**Supervision** means the mentoring, education, training, monitoring, observation and direction provided to a Student on a Research Internship and **'Supervise'** has a corresponding meaning. The Organisation and UWA will each provide a supervisor to oversee and support a Student participating in a Research Internship.

**Thesis** means a Student's thesis, report, oral presentation, and/or any other written or verbal assessment material prepared by a Student for, or as a part of, the assessment requirements for the Course.

**UWA Coordinator** means the person as set out in Item 8, appointed by UWA to manage the administration of the Agreement and follow up with the Student on reporting obligations to the University.

## **2. TERM**

Subject to clause 14, this Agreement commences on the Start Date and concludes on the End Date. The term of this Agreement can be extended by the written agreement of the parties, subject to ongoing eligibility of the student as determined by the UWA Graduate Research School. If, for any reason, the Student ceases to be eligible while undertaking the Internship the UWA Coordinator will notify the Organisation.

## **3. RESEARCH INTERNSHIP DETAILS**

3.1 The Organisation and UWA shall agree, prior to the commencement of a proposed Internship:

- a) the form and content of the Internship;
- b) the number of Internships;
- c) the duration of the Internship; and
- d) such other matters as the parties consider necessary or desirable in relation to the PhD Student Research Internship,

PROVIDED the agreed terms are no less favourable than the Internship Details agreed by the parties.

3.2 The parties shall, prior to, or where appropriate upon, the commencement of an individual Internship, decide on the following:

- a) the learning objectives and expected outcomes, and the activities the Student will undertake during the Internship towards the set objectives and expected outcomes;
- b) the time, duration and location (based on the locations specified in Item 4 of the Details) for the Internship; and
- c) the UWA Academic Mentor and Organisation Supervisor for the Internship.

## **4. ORGANISATION'S OBLIGATIONS**

4.1 The Organisation shall Supervise Students at all times whilst the Student is on the Internship.

4.2 The Organisation will provide Students with a suitable induction with respect to acceptable behaviour, confidentiality requirements, the Organisation's objectives and policies, including but not limited to those relating to occupational health and safety, security and emergencies.

4.3 The Organisation must ensure that the provision of the Internship and Supervision to a Student complies with all relevant University policies and Course objectives and competencies as notified to the Organisation by UWA.

4.4 The Organisation agrees that the Internship will include:

- a) opportunities for the Student to apply the knowledge gained from their University studies; and
- b) the provision of business exposure commensurate with the Student's learning, as agreed with UWA.



- 4.5 The Organisation Supervisor will:
- a) provide feedback to Students and to UWA on progress in relation to the Internship and support Students' learning and skill development;
  - b) advise UWA if the Student does not attend the Internship as required; and
  - c) within 7 days after the end of the Internship, provide UWA with feedback on the Student's performance, practical skills, learning, knowledge and development whilst the Student was on Internship, in the form nominated by UWA.
- 4.6 The Organisation will provide the total staffing requirements for the operation of the business and the premises where the Internship is undertaken without reliance on the Student(s).
- 4.7 The Organisation will not make any salaried payment to the Student during their time on the Internship with the exception of a Stipend scholarship if that is set out in the Schedule, or agreed reimbursements for reasonable costs or expenses incurred as a result of undertaking the Internship.
- 4.8 The Organisation shall perform its obligations under this Agreement and in respect of the Internship in accordance with the highest standards of diligence, skill and care, and shall comply with all statutory requirements and industry standards applicable to its operations and the Internship.
- 4.9 The Organisation shall advise UWA immediately after any event occurs or circumstances change that materially affect an Internship.
- 4.10 The Organisation will keep and maintain accurate and reasonably detailed records in connection with the Internship and the Supervision of the Student, and agrees to comply with the provisions of the Privacy Act in respect of all personal information of the Student.
- 4.11 The Organisation is solely responsible for the costs and expenses associated with the provision of the Internship and Supervision of the Student.
- 4.12 The Organisation will, if requested by UWA and on reasonable notice, permit the Academic Mentor or the UWA Coordinator access to its premises so UWA can monitor the activities of the Student and his/her progress, provided such access does not interfere with the Organisation's operations.

## **5. UWA OBLIGATIONS**

- 5.1 The parties acknowledge UWA is responsible for:
- a) approving the selection of eligible Students to undertake Research Internships;
  - b) taking disciplinary action against a Student, at its discretion and in accordance with University rules, policies and procedures; and
  - c) the provision and administration of degrees.
- 5.2 UWA will inform and provide guidelines to Students as to their roles and responsibilities while undertaking an Internship and, if requested by the Organisation in writing, will ensure the Student signs an agreement with UWA in relation to the Internship covering the confidentiality and intellectual property requirements under this Agreement.

## **6. INTELLECTUAL PROPERTY**

- 6.1 All rights, title and interest in any UWA pre-existing Intellectual Property already owned or licensed to UWA prior to the Internship and used by the Student in the Internship will remain the property of UWA.
- 6.2 Subject to clause 6.3, any Intellectual Property arising out of, or developed in the course of, the Internship shall vest upon its creation with the Organisation. The Organisation licenses UWA and the relevant Internship Student to use and reproduce such Intellectual Property for the purposes of:

- a) the Internship activities;
- b) the Student's preparation and presentation of any items for assessment; and
- c) by UWA for their assessment of the Student.

6.3 The Student shall own the copyright in the Student's Thesis and any work they produce for assessment.

6.4 UWA will use its best endeavors to ensure that the Student signs a deed substantially in the form provided in Annexure A and provide a copy of the signed deed to the Organisation.

## **7. CONFIDENTIALITY AND PUBLICATION**

7.1 The parties will treat all Confidential Information as confidential and shall not, without the prior written consent of the disclosing party, publish or permit the same to be disclosed to any third party, except Confidential Information disclosed by the Student to UWA for the purpose of being assessed for the Course (but only to the extent necessary for such assessment).

7.2 Neither party may make public statements or publications ("**Publication**") about the Internship without prior written consent from the other party.

7.3 Nothing in this Agreement prevents a Student from producing, and having a Thesis assessed, provided where reasonably necessary to protect the Organisation's Confidential Information the assessors are subject to confidentiality obligations consistent with this Agreement.

7.4 The Parties acknowledge UWA's obligations to deposit in the library a copy of a Student's completed Thesis. Notwithstanding this, the Organisation may, by written notice to UWA, request that a Student's Thesis be withheld from general access to library users for a period of not more than 2 months from the date of lodgement of the Thesis, where reasonably necessary to protect the Organisation's Confidential Information.

## **8. OCCUPATIONAL HEALTH AND SAFETY**

8.1 The Organisation must comply with occupational safety and health legislation and provide a safe working environment for Students.

8.2 The Organisation is responsible for ensuring that each Student on a Research Internship complies with all relevant health and safety rules and regulations.

8.3 The Organisation must immediately notify UWA in writing if a Student has an accident, sustains an injury or is involved in a safety incident whilst on Internship; and must within 24 hours of any accident or safety incident, provide UWA with a written report, which includes a detailed description of the events.

8.4 The Organisation and its personnel must fully co-operate with UWA in connection with any accident or safety incident including any follow up action needed.

## **9. INSURANCE**

9.1 UWA will provide personal accident, public liability and professional indemnity insurance for Students participating in the Internship.

9.2 The Organisation will effect and maintain the following insurance cover during the term of this Agreement covering the Organisation:

- a) public liability insurance in the amount of not less \$20 million for each claim; and
- b) Professional indemnity insurance in the amount of not less than \$10 million.

9.3 Each party will, where requested by the other party, provide current certificates of insurance in compliance with its obligations under this clause 9.

## **10. CONTACT OFFICERS**

- 10.1 The parties agree to each nominate a Contact Officer to liaise with one another to administer and coordinate Internships under this Agreement and to ensure the terms of this Agreement operate efficiently and in the best interest of both parties.
- 10.2 Each party may substitute their Contact Officer by notifying the other party in writing.

## **11. RELATIONSHIP**

- 11.1 The Parties acknowledge and agree that:
- a) nothing in this Agreement constitutes or deems a Student or UWA an employee, agent, partner or joint-venturer of the Organisation; and
  - b) each Internship is strictly a work experience placement and nothing in this Agreement will be taken as constituting a relationship of employment between the Student and the Organisation. For the avoidance of doubt, the Student is not eligible for workers' compensation, superannuation, remuneration, annual leave, sick leave, long service leave or any other type of leave or employment related benefit.

## **12. INDEMNITY**

- 12.1 The Organisation acknowledges Internships are for work experience purposes and accordingly any material, information or advice generated or provided by Students comes without any warranties as to reliability, accurately or fitness for purpose and is used by the Organisation at its own risk.
- 12.2 Each party agrees to indemnify the other party against any Claim the other party suffers to the extent that any such Claim is caused by any unlawful or negligent act or omission of, or breach of this Agreement by, the indemnifying party or its officers, employees or agents. For the avoidance of doubt, the Organisation indemnifies UWA under this clause in respect of any act or omission by the Student which was done or made under the instructions or directions of the Organisation or its officer or employees.
- 12.3 Without limiting 12.2, for the avoidance of doubt, the Organisation indemnifies UWA and its personnel in respect of any injury or death, or claims arising from any injury or death, caused by an unlawful or negligent act or omission of the Organisation or its personnel, and the Organisation indemnifies UWA and its personnel in respect of any act or omission by the Student which was done or made under the instructions or directions of the Organisation or the Organisation's personnel.
- 12.4 The indemnity given under clause 12.2 and 12.3 shall be reduced to the extent that the Claim is caused or contributed to by any negligent or wilful act or failure to act by the other party or any of its officers, employees or agents.
- 12.5 No party is liable to the other for indirect or consequential loss or damages (including loss of contract, lost profits or savings), special or incidental damages, even if informed of their possibility.

## **13. DISPUTES**

- 13.1 If a dispute arises in connection with this Agreement, then the parties agree to each nominate a representative to attempt to resolve the matter in dispute.
- 13.2 If the representatives nominated under clause 13.1 cannot resolve the dispute, then either party may elect to terminate this Agreement by providing the other party with written notice in advance.

## **14. TERMINATION**

- 14.1 Subject to clause 14.6, either party may terminate this Agreement by giving at least 1-month's written notice to the other party.

- 14.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:
- the other party has breached this Agreement and the breach is incapable of remedy; or
  - the other party has breached this Agreement and the breach is capable of remedy but the defaulting party has failed to rectify the breach within 14 days of receiving notice of the breach.
- 14.3 The Organisation may terminate a specific Internship immediately by giving written notice to UWA if the relevant Student is guilty of dishonesty, wilful misconduct or negligence or repeated failure to follow the Organisation's safety requirements, and may notify the Student that he/she/they must not attend the Organisation's premises for the purposes of the Internship.
- 14.4 UWA may suspend or terminate a specific Internship at its discretion, on notice to the Organisation. The parties acknowledge UWA may wish to terminate where:
- UWA forms a view that the Student is incapable of achieving the objectives of the Internship or successfully participating in the Internship;
  - the Student needs to suspend or terminate the Internship on reasonable grounds (e.g. illness);
  - the Student withdraws from the Course; or
  - the Student is guilty of dishonesty, wilful misconduct or negligence or repeated failure to follow the Organisation's safety requirements.
- 14.5 Both parties acknowledge that a Student may withdraw directly from an Internship.
- 14.6 In the event this Agreement expires or is terminated pursuant to clause 14.1 or 14.2, whilst a Student remains on an Internship, UWA may remove the Student from the Internship, or, if advised by UWA, the parties must work together to ensure the Internship can be completed for that Student.
- 14.7 The rights and obligations under clauses 6, 7, 9, 12 and 14.6 shall survive the expiration or termination of this Agreement.

## **15. GENERAL PROVISIONS**

- 15.1 A notice under this Agreement must be sent, to the address specified for service in Item 8 of the Details, or any updated address notified in writing to the party, by personal delivery, registered post or email. A notice will be taken to be duly given:
- in the case of delivery by hand, when delivered;
  - in the case of delivery by post, three (3) working days after the date of posting within Australia;
  - in the case of email, when sent provided the sender's computer does not generate a notification that the email was undeliverable or otherwise not received,
- but if the result is that a notice would be taken to be given or made on a day that is not a working day or the notice is sent or given after 4:00pm (local time), it will be taken to have been duly given on the next working day for the recipient.
- 15.2 Any variation to this Agreement must be in writing signed by, or on behalf of, both parties.
- 15.3 Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.
- 15.4 This Agreement may be varied, amended or extended only by the written agreement of the parties.
- 15.5 Only waivers in writing and signed by the party against whom the waiver is claimed will be valid.
- 15.6 This Agreement is governed by and is to be construed in accordance with the laws of Western Australia.
- 15.7 This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

**ANNEXURE A**

**STUDENT DEED POLL**

<b>Student name</b>	
<b>Student address</b>	
<b>Placement provider name</b>	
<b>Course/ Unit name and code</b>	

I, the Student named above, acknowledge I will be participating in a student placement (“**Placement**”) at the placement provider named above (“the **Organisation**”), which is administered by The University of Western Australia (“**UWA**”) for the purposes of completing the Course named above.

By signing this Deed, I hereby agree to the following in relation to the Placement I will be undertaking at the Organisation:

- respect and abide by the rules, policies and procedures and general standards of the Organisation, including all relevant health and safety rules and regulations advised to me;
- diligently follow and obey all lawful instructions that the Organisation gives me during the course of the Placement;
- comply with any obligation of confidentiality required of me by UWA or the Organisation. I understand and acknowledge that any such confidentiality obligation may delay me publishing scholarly works except as may be permitted by UWA. I understand that UWA will arrange for my scholarly works to be assessed in confidence in these circumstances, so that I may fulfil the requirements of the degree I am enrolled in;
- any intellectual property developed by me during the course of the Placement is owned by the Organisation, except for copyright in any work I create for assessment (including my thesis). I am aware that by signing this Deed, I am transferring intellectual property rights to the Organisation; and
- not to do or omit to do anything that would adversely affect UWA’s reputation and standing.

I acknowledge the Placement provides me with a supervised opportunity to achieve competencies within the Organisation’s workplace applicable to my Course. I am not an employee of the Organisation and am not entitled to any payment from the Organisation for the Placement, except for any agreed stipend or reimbursements.

*I am aware of my right to seek independent legal advice before signing this Deed and have either done so or waive that right.*

**Executed as a Deed** and delivered on the date shown below:

**Student Name:**

**Witness Name:**

Date & Digital  
Signature:

Address:

Date & Digital  
Signature: