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**Agreement for the ICT Work Integrated Learning Project**

*Candidates who are enrolled in an ICT Work Integrated Learning (WIL) course and who wish to undertake a project with an organisation outside the University (regardless of whether the Company is an Australian or overseas organisation) should complete this form.*

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| **Student, Program and Project Details** | |
| **Family name:** |  |
| **First name:** |  |
| **Other names:** |  |
| **Student ID:** |  |
| **Email address:** |  |
| **Program code:** |  |
| **Program title:** |  |
| **Major:** |  |
| **Project title:** |  |
| The completed and signed Project Proposal and Requirements Document are attached | |

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| **Client Organisation Details** | |
| **Organisation name:** |  |
| **ABN/Business number:** |  |
| **Organisation mailing address:** |  |
| **Client Organisation Contact Person Details** | |
| **Name:** |  |
| **Title/position:** |  |
| **Telephone nr:** |  |
| **Email address:** |  |

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| **Intellectual Property Arrangements** | |
| The student owns copyright in their Assessment Item but grants a licence to the Client Organisation to use it for the Client Organisation’s business purposes. However, there are three options regarding ownership of all “Other IP” created by the student as a result of their participation in the ICT Work Integrated Learning Project. Please discuss this with the Client Organisation and ensure the correct box is ticked. | |
| Option A: | Other IP is assigned to (and owned) by the Client Organisation. Student and the University are both granted a licence for research and teaching purposes (but not for commercialisation). Student is granted a licence to use it for a project portfolio. Publications may require Client Organisation approval. |
| Option B: | Other IP is assigned to (and owned) by the Client Organisation. Student does not receive a licence to use it. |
| Option C: | Student retains ownership of Other IP but grants a licence to (a) the Client Organisation to use that Other IP for its business purposes, and (b) the University to use that Other IP for research and teaching purposes. |

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**ICT Work Integrated Learning Project Guidelines**

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| **WIL Project**   * The primary aim of the WIL Project is to provide degree-related work experience where the learning and performance of the student is directed by the University. * The nature and purpose of the WIL project is to:   + Enable the student to apply theoretical and other knowledge gained from their program of study in a project setting;   + Allow the student to gain practical experience relevant to their studies;   + Provide an opportunity for the student to explore career options or make more informed decisions on their career development; and   + Increase the student’s employability skills. * Subject to satisfactory completion of the WIL Project and any other requirements of the WIL course (including the University’s assessment of the student’s learning), the student will be eligible for credit for the WIL course towards their degree program. * The course profile for each WIL course sets out the number of hours which the student is expected to commit to the project. * The parties do not intend to create an employment relationship during the course of the project by execution of this agreement. | **Obligations of Client Organisation**  The Client Organisation will:   * Provide the student with the information and/or content and/or software licenses required for the successful completion of the project; * Provide timely feedback on the project to the student; * Attend the Client Handover Presentation as specified in the WIL Client Information Pack; * Sign-off the required assessment items of the student |
| **Student’s Obligations**   * For any on-site meetings, the student must comply with the Client Organisation’s requirements including, but not limited to, immunisation, health check, working with children check and criminal record check requirements, prior to the meeting date. The student acknowledges that the Client Organisation may prevent the meeting from proceeding if the student cannot or does not comply with the request for the production of evidence of compliance. * While working on the WIL project, the student must:   + Comply with the guidelines for the WIL course in which they are enrolled and for which they are undertaking the project;   + Maintain a professional approach to the project and carry out the tasks as agreed in the Project Proposal and Requirements Document;   + Exhibit general good behaviour at all times while working on the project and adhere at all times to any applicable codes of conduct and the University’s [Student Charter](http://policies.griffith.edu.au/pdf/Student%20Charter.pdf);   + Comply with Australian federal, state and local laws;   + Familiarise themselves with the [Fair Work Guidelines for unpaid work](https://www.fairwork.gov.au/starting-employment/unpaid-work)   + Be aware of intellectual property rights and seek independent advice before assigning any intellectual property to the Client Organisation. | **Issues Arising during the WIL Project**   * Should any impediment, problems or concerns arise at any stage during the project, the party with the concern must notify the other parties without delay and attempt in good faith to mutually resolve any problems. * The Client Organisation may restrict the student’s access to the Organisation’s site or ask the student to leave the site if the Client Organisation receives information about the conduct or health of the student, from which it forms the view that there are reasonable grounds that:   + Any person including the student, the Client Organisation’s staff, or a member of the public may be at risk; or   + The actions of the student are of such seriousness as to present a risk to the reputation of the Client Organisation. * The Client Organisation must immediately notify the University (through the Course Convenor) if a decision is made to restrict the student’s access to, or exclude the student from the site. This action does not represent termination of the project. * Given the WIL course is a for-credit degree requirement for which the student must pay tuition fees, the Client Organisation should provide fair warning to both the student and the Course Convenor of circumstances which could lead to the termination of the WIL project. The project may only be termination by the Client Organisation in consultation with the Course Convenor and with the approval of the Head of School. |

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| **Intellectual Property (WIL)**   * The Client Organisation acknowledges that the student is required to submit artefacts, activities and tasks related to their participation in the project (**“Assessment Items”**) to the University to demonstrate their achievement of the learning outcomes within the WIL course and meet the requirements of their University program. * Copyright in the student’s Assessment Items will be owned by the student. This does not affect the ownership of any Client Organisation IP which is referred to or incorporated in those Assessment Items. The Client Organisation may retain a copy of the student’s Assessment Items and use them for the purposes for which they were created and for other business purposes, as specified in the IP option above (Option A, Option B or Option C). * The Client Organisation may request that the Student’s Assessment Items be examined under conditions of confidentiality. However, no other restriction may be placed on the Student’s ability to lodge their Assessment Items for examination in accordance with the University’s policies. | **Confidential Information**   * The student will not, except as expressly authorised in writing by the Client Organisation or as required by law, disclose to any third party (including the University) any confidential information of the Client Organisation or of a third-party to which the student is exposed in the course of the project. * The Client Organisation acknowledges that it is solely responsible for ensuring that the student is fully aware of its rules and requirements relating to confidential information. * The student cannot be asked to sign a non-disclosure agreement which prevents them from releasing all relevant information necessary for the University to assess their WIL project and other Assessment Items. |
| **Limitation on Liability**   * In no event will the University 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 the Client Organisation, its staff, or any other person in connection with the project. |  |

**Signed by the Student:**

I, <Insert name of student> am a student of Griffith University, and have read and will abide by this Agreement.

**Date**

**Signature of Student**

**Signed by the Client Organisation:**

Agreed to and signed on behalf of:

**Legal Entity Name of the Client Organisation**

**ABN/Business Number**

**Date**

**Signature of Authorised Person**

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