**Work Integrated Learning Agreement – within RMIT**

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| 1. **Student Name** | Boyang Yan | | | **S-number** | | | 3889673 | | | |
| 1. **RMIT Contact** | Sevvandi Kandanaarachchi, Lecturer, Statistics, STEM|School of Science, sevvandi.kandanaarachchi@rmit.edu.au | | | | | | | | | |
| 1. **Location** | The Activities will take place in  Australia  Other country: NA | | | | | | | | | |
| 1. **Activity** | The VicRoads project | | | | | | | | | |
| **Address** | Remotely | | | | | | | | | |
| **Days/Hours** | Friday every week | | | | | **Est. total hours** | | | 120 hours | |
| **Activity Details** | This is a VicRoads project. As you may know, sensors are installed along our freeways. These sensors capture data about passing traffic such as speed, volume and lane occupancy. This project need identify a crash from this sensor data. Such identification will enable VicRoads to take appropriate action quickly. That is, after identifying such events, VicRoads’ Incident Response Service can clear incidents and help maintain traffic flow. | | | | | | | | | |
| **Supervision** | Weekly meetings (4pm - 5pm) with supervisor at Teams. | | | | | | | | | |
| 1. **Start Date** | March 4, 2022 | | | | **End Date** | | | June 19, 2022 | | |
| 1. **Year Level** | 2022 | **Semester** | Semester 1 | | **Program Code** | | | MC004 | | |
| 1. **Course Name** | Applied Research Project | | | | **Course Code** | | | MATH2191 | **Class No.** | 1452 |
| 1. **Intellectual Property (IP) ownership** | RMIT owns IP   1. The Student assigns all right, title & interest to the IP they create in the course of the Activity to RMIT, except that the Student retains their background IP, & their copyright in any thesis relating to the Activity. The Student will do all such acts to effect this assignment, including executing any required documents. 2. To the extent permitted by law, the Student consents to acts which would otherwise infringe their moral rights (eg right of attribution of authorship & integrity & right against misattribution) in relation to the assigned IP. 3. Subject to RMIT’s reasonable instructions to maintain confidentiality & privacy: 4. the Student may submit & publish their thesis; & 5. RMIT grants the Student a royalty-free, perpetual, non-exclusive licence to use & reproduce the assigned IP for the Student’s assessment (including projects, assignments, & reports), and, for use in the Student’s resumes or online folios.   RMIT’s instructions may include a reasonable time limit on publishing IP to the general public, or removing commercially sensitive or identifying information. | | | | | | | | | |

1. **Activities**
   1. The Royal Melbourne Institute of Technology, ABN 49 781 030 034 (**RMIT**) will provide the Student with opportunities to undertake agreed Activities.
   2. This Agreement starts on the Start Date & continues until the End Date.
2. **RMIT responsibilities**

RMIT will:

* 1. facilitate the Student undertaking the Activities & provide the Student with learning experiences & training commensurate with the Students’ skills & RMIT’s experience & learning objectives;
  2. provide the Student with orientation & induction on RMIT’s applicable policies & procedures;
  3. provide the Student with a safe & secure working environment;
  4. where a Student is paid (including by way of salary or wage) for the Activity, RMIT will enter an agreement with the Student which complies with the relevant standards under all applicable laws. Subject to all applicable laws, minor stipends or incidental living allowances are not salaries or wages for the purposes of this Agreement.

1. **Student responsibilities**

In consideration for the provision of the Activity, the Student agrees:

* 1. to undertake the Activity to the best of their abilities;
  2. to endeavour to obtain experience, training & skills in undertaking the Activity as a part of the Program;
  3. to comply with RMIT’s policies & rules, including on workplace behaviour, occupational health & safety, & client or staff confidentiality & privacy, & its reasonable directions; as well as any manuals or guidelines provided in relation to the Program & materials relating to participating in WIL Activities which include placements, projects or activities;
  4. to apply for, obtain or otherwise complete any required approvals, licences, immunisations, police checks, working with children checks or registrations if they are necessary for the Activity or reasonably required by the RMIT, in accordance with the required timelines, which may be prior to starting the Activity; & inform RMIT if there is any relevant change in the status of these licences, registrations or approvals (including police check) during the relevant period of validity;
  5. to consider informing RMIT of any medical condition or disability that may affect work performance or require reasonable adjustments by the RMIT; &
  6. if the Activity is located outside Australia, to register & comply with the requirements of RMIT’s Global Experience Office; &
  7. if the Student is studying in Australia under a student visa, that they have investigated whether the Activity is registered as mandatory work hours for their Program on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS), they have ensured that undertaking the WIL Activity does not impact the status of their visa by exceeding the maximum working hours allowed under their visa.

1. **Confidentiality & privacy**
   1. **Confidential Information** means any information or data which is confidential to a party, except information already in the public domain other than as a result of breach of this Agreement. Confidential Information includes Personal Information under any applicable privacy laws.
   2. The Student must keep all Confidential Information of RMIT absolutely confidential. The Student will not communicate, publish, release, or permit the communication, publication or release of any Confidential Information, except as necessary to perform its obligations under this Agreement or as permitted or required by law. These obligations continue after the end of the Agreement and the Activity.
2. **Intellectual Property**

**Intellectual Property** (**IP**) includes intellectual property rights, inventions & improvements, trade marks, copyright materials, designs, & the right to apply for such or register such rights, & any materials, plans, drawings, models, prototypes, structures, products, specimens, software, reports, research projects, documents, publications or communications. To the extent this Agreement is inconsistent with RMIT’s IP Policy, this Agreement prevails.

1. **Insurance** 
   1. RMIT will maintain an insurance policy in relation to damage to property or personal injury caused by or in association with RMIT’s activities, including actions taken by staff or Students.
   2. If the Student undertakes the Activity in Australia & is deemed a “worker” under applicable workers compensation laws, RMIT will take out & maintain workers’ compensation insurance as required. For Vocational Education (**VE**) Students, the Victorian Government’s Department of Education & Training takes out & maintains either personal accident insurance policies, or workers compensation insurance, for workplace injuries of VE Students doing work integrated learning or practical placements in Australia.
2. **Agreement** 
   1. This Agreement does not create a relationship of partnership, joint venture, agency, or employment between RMIT & the Student, unless the Student agrees to a formal contract of employment.
   2. This Agreement is the entire agreement between the parties on its subject matter, & can only be modified in writing & signed by the parties. Any invalid part of this Agreement will not affect the validity of the other parts.
   3. The termination of this Agreement will not affect the continued obligations relating to confidentiality, privacy or IP.
   4. RMIT may withdraw a Student from an Activity at any time, where it considers it necessary or appropriate.
   5. The parties consent to electronic signature or other confirmation as evidence of acceptance of this Agreement. The parties agree that where a representative of a party types their name in the signature block, & checks the corresponding checkbox, & the Agreement is received from that representative’s email address, this is sufficient nexus to identify them & that party’s acceptance of this Agreement.

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| **Signed for & on behalf of RMIT:** | |
| I have read & agree to the terms of this Agreement. | |
| Signature /  type name |  |
| Title |  |
| Date |  |

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| **Signed by the Student:** | |
| I have read & agree to the terms of this Agreement. | |
| Signature /  type name | Boyang Yan |
| Date | 8/03/2022 |