

Student Agreement

The New Zealand Institute for Plant and Food Research Limited (NZBN: 9429038983559) a Crown Research Institute established under the Crown Research Institutes Act 1992 ("**PFR**")

Ara Institute of Canterbury | Te Pūkenga ("University")

Aleksandr Stepanov ("Student")

PFR DETAILS

PFR Contact:	Miriam Hall	Phone: Mobile: 021 196 2663
Physical Address:	120 Mt Albert Road Sandringham Auckland 1025	Email: miriam.hall@plantandfood.co.nz
Postal Address:	Private Bag 92 169 Auckland Mail Centre Auckland 1142	

UNIVERSITY DETAILS

University Contact:	David Weir	Phone: +64 3 940 8324 Mobile: +64 21 055 4128
Physical Address:	City Campus 130 Madras Street Christchurch	Email: david.weir@ara.ac.nz
Postal Address:	PO BOX 540 Christchurch Mail Centre Christchurch 8140 New Zealand	

STUDENT DETAILS

Physical Address:	1/482 Gloucester Street Linwood Christchurch 8011	Phone:
Postal Address:	As above	Email: 1989stepania@gmail.com

PFR, the University and the Student agree that the research project set out below will be carried out by the Student with support and supervision from PFR and the University in accordance with the terms and conditions of this Agreement.

PROJECT DETAILS	
Project Title: Capstone Project for BICT: "Developing testing systems for SVS Nutrient management tool"	
PFR Supervisor: Hamish Brown	
Description of Project: <p>The student Aleksandr Stepanov to complete a Work Integrated Learning (WIL) industry-placed project for the BCIS309 WIL Project course in the degree of Bachelor of ICT at ARA. Hamish Brown will supervise Aleksandr Stepanov to complete the project developing approaches for testing farm nutrient management software being developed in the Sustainable Vegetable Systems (SVS) project.</p> <p>SVS (Sustainable Vegetable Systems) aims to improve nutrient management and reduce environmental impacts of vegetable production. A decision support tool has been developed based on a simple nitrogen balance model and a number of field experiments have been conducted measuring the nitrogen balance of vegetable rotations. The aim of this project is to develop a system for configuring the nutrient balance model to reflect treatments applied in each experiment, run it to obtain results and develop methods of evaluating results relative to the observations gathered in the field experiments.</p>	
Description of Research: <p>Develop a prototype system for running and evaluating the SVS nutrient balance tool.</p>	
Commencement Date: 24 July 2023	Completion Date: 30 November 2023
Location: PFR Lincoln	


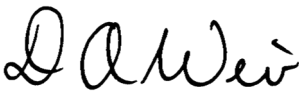

COURSE DETAILS
Degree: Bachelor of Information and Communication Technologies (BICT)
University Supervisor: David Weir
Project Submission Date: 1 Dec 2023

MILESTONES/DELIVERABLES/REPORTING DATES		
No:	Date:	Milestone/Deliverable/Reporting:
N/A	N/A	N/A

FEES AND STIPEND (if any)	
Payment Dates:	Amount:
The Parties agree that no Fees are payable pursuant to this Agreement.	N/A
The Parties acknowledge that no Stipend is payable pursuant to the Agreement.	N/A
TOTAL:	N/A

“The Parties agree that the Student will not be writing a Thesis as part of their Course and therefore clauses 25 to 30 do not apply.”

Executed on the later of the three dates written below.

<div>Signed by The New Zealand Institute for Plant and Food Research Limited</div> <div></div> <div>_____ Name: Miriam Hall Position: Business Manager Date: 24 August 2023</div>	<div>Signed by the Ara Institute of Canterbury Limited</div> <div></div> <div>_____ Name: David Weir Position: Course Convenor Date: 15/08/2023</div>	<div>Signed by Aleksandr Stepanov</div> <div></div> <div>_____ Date: 15/08/2023</div>
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Definitions

1. In this Agreement:

"Agreement" means this Agreement and the Schedule to this Agreement.

"Background Intellectual Property" means any Intellectual Property belonging to a Party existing prior to the Commencement Date of this Agreement or developed by a Party independently of this Agreement, which is used in, or contributed to, the Research.

"Commencement Date" means the commencement date of the Research set out in the Schedule.

"Completion Date" means the completion date of the Research set out in the Schedule.

"Confidential Information" means any information relating to the business or financial affairs of PFR or the University, the existence and contents of this Agreement and any information that arises in relation to this Agreement or the Research.

"Fees" means the Student's University course fees as set out in the Schedule.

"Intellectual Property" means any property right constituted under The Patents Act 2013, The Designs Act 1953, The Trade Marks Act 2002, The Copyright Act 1994, The Plant Variety Rights Act 1987, as well as any like right constituted by an rule of law or by legislation, either in New Zealand or in any other country. This includes rights in know-how, confidential information, trade secrets, unregistered trade marks and any pending right based on an application for registration of such right.

"Milestones" means the milestones relating to the Research detailed in the Schedule.

"Project" means the PFR project detailed in the Schedule.

"PFR Supervisor" means the PFR supervisor named in the Schedule.

"Publication" means any communications or written material of any kind, including but not limited to e-mails, reports, papers, articles, posters, graphics, audio and visual presentations or interactions and communications on social media

"Reporting Dates" means the reporting dates set out in the Schedule.

"Research" means the research to be performed by the Student in relation to the Project.

"Results" means the results of the Research.

"Schedule" means a schedule to this Agreement.

"Stipend" means the stipend to be paid to the Student as set out in the Schedule.

"Thesis" means the Student's thesis.

"University Supervisor" means the University supervisor named in the Schedule.

"Working Day" means any day of the week other than a Saturday or Sunday or regional holiday, on which the New Zealand trading banks are open for business.

The Research

2. The Student agrees to undertake the Research relating to the Project, commencing on the Commencement Date and terminating on the Completion Date, unless terminated in accordance with the termination provisions of this Agreement.

3. The Student will perform the Research and fulfil all other obligations relating to the Student as detailed in this Agreement.
4. The availability of the Student to perform the Research is an essential term of this Agreement.
5. The Student must immediately notify the PFR Supervisor and the University Supervisor of any issues or changes that prevent the Student from working on or completing any aspect of the Research.
6. The Research is to be performed primarily at the Location.

Obligations of the Student

7. In performing the Research the Student will:
 - 7.1. Use his or her best endeavours to complete the Research in accordance with the Milestones and time frame for the Research;
 - 7.2. Exercise the degree of skill, care and diligence reasonably expected of students in similar circumstances;
 - 7.3. Undertake the Research using proper and recognised scientific and research standards;
 - 7.4. Observe the reasonable directions of PFR;
 - 7.5. Comply with and work to any rules, regulations or guidelines relating to health and safety issued by PFR or WorkSafe from time to time. PFR will provide the Student with copies of all current rules, regulations or codes of practice that may be applicable to the provision of the Research or otherwise in relation to PFR's premises;
 - 7.6. Operate any equipment or machinery on PFR's premises in accordance with the operating instructions and procedures given by PFR personnel and only with the prior approval of the PFR Supervisor;
 - 7.7. Carry out the Research during the research timeframe subject to the rules and policies of the University and in accordance with the terms and conditions of this Agreement. In the event of a conflict between the rules and policies of the University and this Agreement, this Agreement shall prevail; and
 - 7.8. Comply with all laws, regulations and rules of any government, local or public authority that may be applicable to the Research.

Obligations of PFR

8. PFR agrees to:
 - 8.1. Provide the necessary resources to enable the Student to meet his or her obligations in respect of the Research, such as office space, laboratory and associated facilities and equipment; and
 - 8.2. Provide the PFR Supervisor to jointly supervise the Student with the University Supervisor, in accordance with the University's course regulations.

Obligations of the University

9. The University agrees to use its best endeavours to ensure that:
 - 9.1. The Student completes the Research in accordance with the Milestones and Completion Date;
 - 9.2. The Student undertakes the Research using proper and recognised scientific and research standards;; and
 - 9.3. The University Supervisor supervises the Student in accordance with the University's course regulations.
10. The University shall notify PFR of any changes within the University that affect the ability of the Student to carry out or complete the Research.

Review and Reporting

11. The PFR Supervisor will meet with the Student on the Reporting Dates to review the Student's progress in undertaking the Research.
12. The Student will keep accurate and systematic records and provide progress reports relating to the Research as reasonably requested by the PFR Supervisor.
13. Upon completion of the Research, and no later than the final Reporting Date specified in the Schedule, the Student shall deliver to PFR a final written report on the Research.

Payment

14. The Stipend (if any) and the Fees (if any) shall be paid as set out in the Schedule.
15. The Parties agree that the Stipend (if any) is inclusive of any taxes or other charges which may be payable on the Stipend (if any) and that is the responsibility of the Student to make payment of any such taxes or other charges.

Intellectual Property

16. PFR and the University shall continue to own all rights in their respective Background Intellectual Property.
17. The Student and the University acknowledge and agree that it is a condition of the Student's involvement in the Project that the Results, including the details of any invention made in the course of the Research, and all Intellectual Property created or generated by the Student in relation to the Research, are the exclusive property of PFR.
18. Subject to clause 30, the Student and the University agree to sign all documents and do all things reasonably required by PFR to confirm PFR's ownership of any rights under clause 17, including but not limited to an assignment of any Intellectual Property created or generated by the Student.
19. If exploitation of the Results by PFR requires access to the University's Background Intellectual Property, then PFR and the University agree to negotiate in good faith with the aim of reaching agreement on a licence to use the University's Background Intellectual Property.

Confidentiality

20. The Parties will keep confidential, and will not use, or permit to be used, any Confidential Information that is disclosed, or which they may see, hear, have access to or come across during the course of carrying out the Research or in any other dealings relating to this Agreement.
21. The Parties shall continue to keep the Confidential Information confidential following the expiry or termination of this Agreement, until such time as the Confidential Information lawfully enters the public domain.
22. To protect PFR's option of seeking protection for any Intellectual Property generated or created in the course of the Project, the Results are to remain confidential and are not to be used, disclosed to any third party or made public without the prior written permission of PFR.
23. Discussions between the Student and the University Supervisor regarding the Research are expressly authorised by PFR and will not breach the confidentiality obligations under this Agreement.

Reports

24. The Student shall be entitled to submit a report on the results of the Research to the University for review provided that:
 - 24.1. PFR's prior written approval is obtained before any report is submitted for examination;
 - 24.2. The Student provides PFR with a copy of the proposed report at least seven (7) Working Days prior to the date of submission; and
 - 24.3. The Student makes all reasonable changes to the report as requested by PFR.

Thesis

25. The Student shall provide PFR with a copy of the Thesis in the form that the Student intends to submit for examination at least twenty (20) Working Days prior to the due date for submission.
26. PFR undertakes to review the Thesis within twenty (20) Working Days of receiving the Thesis.
27. Any changes to the Thesis reasonably required by PFR must be made by the Student prior to submission for examination.
28. The Student shall re-submit the Thesis to PFR at least sixty (60) Working Days prior to publication. Any changes to the Thesis reasonably required by PFR must be made prior to publication.
29. Where publication of the Thesis could potentially damage PFR's commercial interests, or prevent PFR from protecting any Intellectual property rights arising from the Project, PFR may:

- 29.1. Seek an embargo on publication of the Thesis for a period of up to 12 months to enable PFR to put processes in place to protect the Intellectual Property; or
- 29.2. Permit the Intellectual Property to be included in a confidential appendix to the Thesis on the condition that:
 - 29.2.1. The confidential appendix is kept in secure storage in the University library; and
 - 29.2.2. Any staff of the University who wish to access the confidential appendix give reason(s) to PFR as to why they require access to the confidential appendix, and undertake that they will maintain the confidentiality of the contents of the confidential appendix.
30. The Student shall retain copyright in the Thesis, provided the Student:
 - 30.1. Grants to PFR a royalty-free, non-exclusive right to reproduce the Thesis in whole or in part; and
 - 30.2. Complies with all other terms of this Agreement.

Publication by the Student

31. PFR's prior written approval must be obtained before any Publication on the Research is produced by the Student.
32. PFR will not withhold permission for the Student to publish any Publication provided that:
 - 32.1. The Publication does not in any way interfere, hinder or damage PFR's commercial interests, or prevent PFR from protecting any Intellectual property rights arising from the Project;
 - 32.2. The Student provides PFR with a copy of the proposed Publication at least twenty (20) Working Days prior to the date of submission for publication; and
 - 32.3. The Student makes all reasonable changes, amendments, alternations or deletions to the Publication as requested by PFR prior to submitting the Publication.

Publication by PFR

33. PFR will ensure that any scientific publications produced by PFR relating to the Project make reference to the Student by name where the Student has contributed materially to the research being published.

Termination

34. If the Research is unable to commence or continue due to any reasonable grounds, including but not limited to, loss or lack of financial resources, then any Party may terminate this Agreement by giving fourteen (14) Working Days' notice in writing to the other Parties.
35. PFR may terminate this Agreement by giving the fourteen (14) Working Days' notice in writing in the event that:
 - 35.1. Either the Student or The University:
 - 35.1.1. Commits a material breach of any term of this Agreement;
 - 35.1.2. Commits a breach of this Agreement that is capable of being remedied and has not remedied the breach within fourteen (14) Working Days of a request in writing from PFR to do so; or
 - 35.1.3. Commits an act of serious misconduct which, in PFR's reasonable opinion, brings, or may bring, the Research, the Project or PFR into disrepute.
 - 35.2. The Student:
 - 35.2.1. Fails to conduct the Research in a manner reasonably expected of students in similar circumstances; or
 - 35.2.2. Ceases to be enrolled at the University.
36. For the avoidance of doubt, the Parties acknowledge that termination of this Agreement will not terminate the Student's enrolment at the University.

Liability

37. To the extent allowed by law, neither PFR nor the University shall be liable to the Student under, or in relation to, this Agreement or the Research except that PFR and the University shall be liable to each other up to a maximum amount of \$50,000 where either of them has

caused actual loss to the other as a direct result of wilful default.

Relationship

38. The Student acknowledges and agrees that he or she is an independent contractor and that nothing stated or implied into this Agreement shall create an employment relationship between PFR and the Student.

Force Majeure

39. No Party shall be responsible to the other Parties for any delay or failure in performance of an obligations imposed by this Agreement, provided that such delay or failure is occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsistence of soil, court order, government interference, civil commotion, riot, war, strikes, labour disturbances, natural genetic variations of any living matter, or any cause of like or unlike nature beyond the reasonable control and without the fault or negligence of a Party.

Dispute resolution

40. If any dispute arises between the Parties in relation to this Agreement, then the Parties will negotiate promptly in good faith in order to amicably resolve the dispute themselves.
41. If the Parties are unable to resolve the dispute within ten (10) Working Days of the dispute arising, then any Party may refer the matter to mediation by giving notice to the other Parties. The mediator shall be one mediator to be agreed between the Parties or, in the event that a single mediator cannot be agreed within five (5) Working Days after the reference, then by a mediator appointed by the Arbitrators' and Mediators' Institute of New Zealand Inc..
42. If a resolution cannot be reached by mediation within a further twenty (20) Working Days, then any Party may

commence proceedings in any court of competent jurisdiction.

43. Nothing in clauses 40 to 42 shall limit or restrict the ability of either Party to seek urgent interim and preliminary relief from any court.

Governing Law

44. This Agreement shall be governed by the laws of New Zealand. The Parties submit to the non-exclusive jurisdiction of the courts of New Zealand. The Parties will not object to the exercise of jurisdiction by those courts, either for forum non-conveniens, or on any other basis.

General

45. The provisions of this Agreement relating to, intellectual property, confidentiality, publication, termination and governing law, shall not expire when this Agreement ends.
46. The Student warrants that on signing this Agreement, the Agreement is not inconsistent with any other agreement that the Student may have signed.
47. Unless separately agreed in writing by PFR or included in any written employment contract with PFR, The Student will not be entitled to any remuneration, reward or return from any product of the Research from PFR.
48. The Student acknowledges that he or she has had the opportunity to seek independent legal advice before entering into this Agreement.
49. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
50. Any variations, waivers and modifications of this Agreement, shall only be valid if in writing and signed by the Parties.

Work Integrated Learning Agreement



Purpose:

Work Integrated Learning (WIL) provides opportunity for learners to apply learned skills within an industry related to their qualification of study. Work Integrated Learning includes work experience, work-based training, clinical/practical components, degree research projects, field education, project-based learning, internships and co-operative education projects.

WIL must include activities that align to the learning outcomes and assessment requirements of Ara courses.

If paid work is offered, normal employment law applies.

Aim of this Agreement:

This agreement is to define the responsibilities of the three parties involved.

Agreement between:	
Department of	Creative Arts and Digital Technologies
Qualification	Bachelor of Information and Communication Technologies (BICT) L7
WIL Provider	The New Zealand Institute for Plant and Food Research Limited
Learner(s)	Sasha Stepanov

Attached Agreement Schedule(s)	attached
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Responsibilities of Ara are to:

1. Implement and maintain a department process for managing WIL.
2. Heads of Department are responsible for ensuring the Ara Liaison person fully understands the WIL Policy and Procedures.

Responsibilities of Ara Liaison are to:

1. Ensure the WIL Agreement (APP513a) and the associated schedule(s) (if necessary) are completed and signed and that the learner and provider understand and comply with the contract's requirements.
2. Engage with industry partners and community organisations to identify and support the allocation of Work Integrated learning opportunities.
3. Undertake administration agreements specific to each placement.
4. Provide the WIL Provider with necessary course information relevant to the learner(s) on placement.
5. Provide adequate preparation for the learner and WIL Provider (e.g. briefing, training and resources). Learners must be fully informed of assessment requirements and whether any additional costs are associated with undertaking the placement.
6. Prior to placement, ensure learners are made aware of the necessity to declare any conflict of interest and that for some workplaces, additional checks and conditions may be required before they are accepted on placement (e.g. health and police checks).
7. Liaise and maintain contact to support both the learner and the WIL organisation whilst the placement is undertaken.
8. Withdraw the learner from work experience upon request of the provider, and/or learner after due consultation. The Ara Assessment policy will be enacted at this stage.
9. Ensure the privacy of the personal information of a WIL Provider's clients or patients are respected and confidential information from the WIL provider will not be used or disclosed by Ara except as required to complete internal course-related documentation.
10. Follow up with the WIL provider any unresolved H&S concerns regarding the placement raised by the learner.
11. Monitor the learner's experience to ensure the workplace continues to be safe and free from harassment (as outlined in CPP209 Harassment Policy).

WIL Provider Responsibilities are to:

1. Complete and sign the WIL Agreement and any associated schedule(s) as required.
2. Confirm all relevant policies and procedures specific to the workplace and the working environment, including workplace health and safety (H&S) requirements and ethical guidelines, to Ara and the learner.
3. Accept responsibilities and obligations in relation to the learner, as if they were a worker.
4. Implement a service plan for any learner with a disability, injury or health condition.
5. Provide suitable induction and training for the role the learner is undertaking.
6. Provide the learner with supervision, guidance and mentoring.
7. If required, participate in the assessment of learner progress and supply written assessments of the learner's performance.
8. Consult with Ara regarding any issue concerning the learner's ability to meet WIL outcomes.
9. Provide a safe working environment for the learner, free from harassment.
10. Inform Ara of any injury to a learner

The Learner Responsibilities are to:


1. Complete and sign the WIL Agreement and any additional schedule(s) as required.
2. Complete a police check if required by the WIL Provider.
3. Notify Ara of any conflict of interest with the WIL Provider.
4. Comply with all relevant legislation policies and requirements inclusive of the:
 - a. *Privacy Act 2020*
 - b. *Health and Safety at Work Act 2020*Any other industry specific legislation will be specified in the individual schedule.
5. Comply with responsibilities as outlined in the *APP301a Learner Responsibilities and Rights document*, respecting confidentiality and adhering to intellectual property and ethical guidelines.
6. Respect the privacy of the personal information of a WIL Provider's clients or patients. Do not use or disclose confidential information from the WIL provider except as required to complete internal course-related documentation.
7. Comply with employer's lawful instructions and business procedures.
8. Attend work for the agreed hours/times regularly and punctually, wearing specified / required clothing and personal protection equipment (PPE).
9. Inform in advance the workplace if unable to attend because of sickness, bereavement or similar circumstances.
10. Take responsibility for learning by participating fully in the learning process.
11. Respect the property, practices and personnel of the workplace provider.
12. Work in a professional and ethical manner at all times.
13. Seek advice regarding disclosure about their personal circumstances or any disability, injury or health condition.
14. Communicate with Ara if issues arise that cannot be resolved.
15. Report to the employer on any H&S matters that occur, including injury to themselves, and advise Ara of the matters raised.

Learner			
Name	Sasha Stepanov		
Email	1989stepania@gmail.com	Learner ID	99228984
Learner Signature		Date	16-Aug-2023

By signing this contract, you accept the responsibilities and expectations as set out in this contract document.

Work Integrated Learning Provider			
Company Name	The New Zealand Institute for Plant and Food Research Limited		
Company Contact Person	Miriam Hall		
Email	miriam.hall@plantandfood.co.nz		
Physical Address	120 Mt Albert Road, Sandringham, Auckland 1025		
Phone Number	021 196 2663		
Signature		Date	

By signing this contract, you accept the responsibilities and expectations as set out in this contract document.

Ara Liaison			
Name	Dr David Weir		
Signature	 <small>Digitally signed by Dr David Weir Date: 2023.08.17 08:13:30 +12'00'</small>	Date	17/08/2023

By signing this contract, you accept the responsibilities and expectations, on behalf of Ara, as set out in this contract document.

Ara Contacts	
Lecturer/Tutor Name	Dr Luofeng Xu
Contact Details	luofeng.xu@ara.ac.nz
Academic Manager	Dr David Weir
Contact details	david.weir@ara.ac.nz