

**ST07 Internal ANU Student Internship Deed | Release Version 2.1 | 23 January 2023**

**User Note to be deleted before use**

**1 This document is to be used for internships undertaken internally with an ANU school or College.**

**2 This is not suitable for employment relationships – employed interns will be governed by an employment contract – see University Legal Office for ANU-employer requirements.**

**3 This document is primarily designed for undergraduate and postgraduate coursework students, and is not suitable for HDR students as this agreement does not take into account special concerns relating to a student’s thesis, or project IP.**

1. **Where a student is to be paid a scholarship or stipend please refer to the University Legal Office.**
2. **The ANU Identity 2021 has been applied to this Precedent, and requires the ‘Public Sans’ font to be installed. If new clauses are added they may revert to Arial. To correct this press CTRL + A to select the entire document, then select font style ‘Public Sans’.**

STUDENT INTERNSHIP DEED

between

The Australian National University

and

[insert student name]

**PARTIES**

*Students should retain a copy of this Deed.*

[**INSERT STUDEN NAME / Uni ID**] of [insert address] (**You**)

AND

**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) of Acton in the Australian Capital Territory, 2601 (**University**).

Part A: Details

|  |  |  |
| --- | --- | --- |
| **Item** | **Item description** | **Details** |
|  | **Student** | **Name**:  **Contact details:** |
|  | **Course and Host** | **Course**: Insert  **College/School**: Insert College in which the Student is enrolled  Host College/School: Insert College/School where the internship will take place |
|  | **Academic Supervisor** | [Insert name, contact details and position]  **Email address for notices:** |
|  | **Host Supervisor** | [Insert name, contact details and position]  **Email address for notices:** |
|  | **Internship Period** | Start Date:  End Date: |
|  | **Special Conditions** | [Insert words Not Applicable OR insert details] |
|  | **[Course/Project] Outline and Objectives** | The [Course/Project] Outlines and Objectives are those set out in Part B. |

The University, through the College [insert home College/School] xx (**xx**) and [insert hosting ANU College/School (**Host**)] have agreed to facilitate Your internship. Your obligations during the internship include:

**1. Interpretation**

1.1 Where more than one student is a party to this Agreement, “You” refers to them jointly and severally and the students hold their rights under this agreement both jointly and severally. Obligations of the students are held severally.

**2. Intellectual Property** Note: Option A is the default provision. Select one option only.

**Assessable Work** has the meaning provided in clause 6.

**Intellectual Property** (IP) means all rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields including copyright, inventions (including granted patents and patent applications), trademarks (including registered trademarks and trademark applications), designs (including registered designs and design applications), circuit layouts and the like, trade secrets, know-how, and plant breeder’s rights, except for IP in Assessable Work.

**Internship,** for the purposes of this Agreement, means the research project to be undertaken by You as described in Part B.

Select either Option A or Option B and delete the other.

Option A:

**Internship IP** means any Intellectual Property generated in connection with Your internship.

2.1 You will own any Internship IP that You create.

2.2 You grant the University an irrevocable fee-free licence to use, adapt, modify, communicate and broadcast Internship IP for business use and research.

OR

Option B:

**Internship IP** means any Intellectual Property generated in connection with Your internship but excludes copyright in Your thesis or assessable work.

2.1 You assign to the University all Your right and title to and interest in Internship IP to the University.

2.2 The University grants You a fee-free licence to use Internship IP for the purpose of Your assessable work necessary to satisfy the [Course/Project] requirements specified in Part B.

2.3 You grant the University an irrevocable fee-free licence to use Your assessable work for internal business use and research.

2.4 The University will ensure that Your contribution is acknowledged in any publications relating to the results of the Internship.

## **3. Acknowledgement**

### The University acknowledges that:

#### the internship is being undertaken as an educational exercise as part of Your studies, and You may not have relevant qualifications or expertise;

#### You may not produce any results or outcomes;

#### You make no promise, prediction or warranty whatsoever in respect of the results or outcomes arising from the internship;

#### You do not provide any warranty or representation that the results or outcomes of the internship are:

#### error free; or

#### fit for any particular purpose.

# Independent Legal and Professional Advice and Own Reliance

## You warrant and represent that:

### You have been provided with no less than 30 days to obtain independent legal advice and You enter into this deed freely and voluntarily on the basis of that advice;[[1]](#footnote-1)

### in entering this deed, You do not rely on any representations, advice, promise, statement or information of any kind from any person, other than as set out in this deed;

### You acknowledge that the University does not provide financial or business advice and You will seek your own financial, tax or business advice in relation to your rights or obligations; and

### You are aware that the University relies on the warranties and representations made by the You in connection with this deed.

#### **Open Sourcing**

#### The parties have agreed that ANU will place any resulting Intellectual Property from the Internship (the Internship IP) into the public domain under a suitable open source agreement, similar to the [….] licence.

#### **Assessable Work**

#### You shall retain all intellectual property rights in copyright in Assessable Work, meaning any written materials submitted for examination or otherwise created by You during the Internship.

#### **General**

5.1 In the event of any question, issue or dispute arising in relation to Your conduct during the internship, the matter will be resolved in accordance with University policies and procedures.

5.2 You must inform Your supervisor immediately if the risk of, or an actual conflict of interest arises prior to, or during, Your internship.

**Part B****: Internship Outlines and Objectives**

Note: Please complete with the relevant information

1. **Enrolment**
   1. The Student is enrolled in the xxx (xx) (the Course) for the Term and be assessed for academic credit (x units), as specified in the Details.
2. **Internship objectives**

[Insert internship objectives, example below]

* 1. The Project aims to provide the student with the opportunity to identify and apply xxxx approaches (e.g. xxx) to research and address an industry-based challenge.
  2. The Project will enable students to develop their professional skills, values, and attributes in a way that directly complements their technical expertise. Students will work on a Project and the tasks undertaken will be assessed for academic credit as outlined in more detail below. The curriculum, that is the content and learning processes, will be defined by the work, and the guidance offered (as far as possible, and when available) will be in areas that match the aims and content of the Course.
  3. Intended learning outcomes include, but are not limited to: [insert learning outcomes, standard examples below]
     1. Demonstrate understanding of the responsibilities of membership in a professional community through engagement in ethical reflective practice, critical self-review and peer evaluation
     2. Justify, interpret and communicate professional propositions and decisions to technical and non-technical audiences
     3. Identify, analyse and synthesise information from multiple sources when developing solutions to complex problems
     4. Apply creativity, sensitivity, and initiative to decision-making and leadership of diverse team activities, especially where these involve negotiation of disparate stakeholder requirements

1. **Indicative assessment**

[Insert assessment, example appears below]

* + 1. 1. Weekly lessons (10%)
    2. 2. Professional Project (60%)
    3. Professional Evaluation
    4. Project Audits
    5. 3. Final Examination (30%)

1. **Course participation/Project**
   * 1. xxxxxx

**EXECUTED AS A Deed**

|  |  |  |
| --- | --- | --- |
| **Signed, SEALED AND DELIVERED** | ) |  |
| for and on behalf of the **Australian National University** **ABN 52 234 063 906** by an authorised officer in the presence of: | ) ) ) |  |
|  | ) | (Signature of authorised officer) |
|  | ) |  |
|  | ) |  |
| (Signature of witness) | ) | (Printed name of authorised officer) |
|  | ) |  |
|  | ) |  |
| (Printed name of witness) | ) | (Position of authorised officer) |
|  | ) |  |
|  | ) |  |
|  | ) | Date |

|  |  |  |
| --- | --- | --- |
| **Signed, SEALED and Delivered** | ) |  |
| by the **Student** in the presence of: | ) ) ) |  |
|  | ) | (Signature) |
|  | ) |  |
|  | ) |  |
| (Signature of witness) | ) | (Printed name) |
|  | ) |  |
|  | ) |  |
| (Printed name of witness) | ) | Date |

1. See paragraph 4 of “Procedure: Student intellectual property”. [↑](#footnote-ref-1)