**STUDENT PROJECT AGREEMENT**

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| **SWINBURNE UNIVERSITY OF TECHNOLOGY**  ABN 13 628 586 699 of John Street, Hawthorn, Victoria (“Swinburne”) | | |
| **Swinburne Contact Person Details** | Name | Phone |
| Fax | Email |
| **CLIENT ORGANISATION**  (*Insert name of Company/ABN/address)* | | |
| **CLIENT Organisation Person Contact Details** | Name | Phone |
| Fax | Email |
| **STUDENT(S):** The Swinburne Students listed on the Student Signing Page | | |
| **Project Title:** | | |
| **Project Description:** | | |
| **Programs in which Students are enrolled:** | | |
| **Faculty/School:** | | |
| **Swinburne Project Team Supervisor:**  **Client Organisation’s Project Team Contact**: | | |
| Project Duration | Commencement Date: | End Date: |
| **Special conditions or requirements:**  (*Insert any special conditions or requirements that apply to the Project)* | | |

**TERMS AND CONDITIONS OF STUDENT PROJECT**

1. **OVERVIEW**
2. The purpose of this exercise is to provide an educational opportunity for the Student(s) to obtain real-world experience as part of their course of study.
3. The Client Organisation agrees to provide the Students with the opportunity to undertake the Project.
4. All parties acknowledge that Project details may vary as the skills of the Student(s) are assessed or the Project requirements change.
5. Neither Swinburne nor the Student(s) provides any guarantee in relation to the quality, originality, operability, delivery or any other aspect of any work undertaken, or material produced by the Student(s) as part of the Project.
6. The relationship between the parties is voluntary and involves no payment or only nominal work experience payments within regulatory requirements.
7. No party is an employee, agent or partner of another party. No party has any authority to enter into any commitments on behalf of another party.
8. **INTELLECTUAL PROPERTY**

Ownership in all intellectual property created as part of the Project will rest absolutely in the Client Organisation, however this will not interfere with the academic assessment of the Student(s) and the Student(s) retain a limited right to include their work in a personal portfolio to promote themselves.

1. **CONFIDENTIALITY**

All confidential information obtained by one party from another party during the course of the Project will be treated as confidential and will not be disclosed to any third party except with written consent or as required by law.

1. **STUDENT PROJECT OBLIGATIONS**

The Student(s) must:

1. undertake the Project with due care to the best of their ability;
2. comply with the internal rules and regulations of the Client Organisation which govern the daily operation of the Client Organisation’s business;
3. be discreet and observe the confidentiality obligations applying to the Project when discussing the work carried out;
4. not make any unauthorised use of the Client Organisation’s information, material, facilities or equipment while undertaking the Project;
5. if undertaking the Project at the premises of the Client Organisation, travel to and from that location at their own expense;
6. notify Swinburne as soon as practicable of an intention to discontinue participation in the Project
7. **SWINBURNE PROJECT OBLIGATIONS**

Swinburne:

1. is responsible for the academic supervision of the Student(s);
2. must provide teaching and related support and guidance to the Student(s) during the course of the Project;
3. must inform relevant staff that they must comply with the internal rules and regulations of the Client Organisation which govern the daily operation of the Client Organisation’s business;
4. must notify the Client Organisation in writing if a Student ceases his or her Studies or takes a leave of absence;
5. **CLIENT ORGANISATION PROJECT OBLIGATIONS**

The Client Organisation must:

1. scope the Project with the Student(s);
2. must provide a person to assist the Student(s) with activities related to the Project;
3. provide opportunities for the Student(s) to gain an understanding of the operation of the Client Organisation’s business;
4. if requested by Swinburne, provide input into the assessment, presentation and final report of the Student(s);
5. Allow the student(s) to submit their work for assessment purposes.
6. if the Student(s) undertake work for the Project at the premises of the Client Organisation, provide a safe working environment for the Student(s) and provide information about any relevant occupational health and safety and relevant policies and procedures for the Client Organisation’s workplace;
7. **TERMINATION**

Any party may terminate this agreement with respect to a Student Project on 7 days written notice to the other parties where:

1. Swinburne deems that a Student has behaved in a manner to be inappropriate or unprofessional, or which may tarnish the reputation of Swinburne;
2. a Student defers or withdraws from his or her studies at Swinburne, the program or unit in which the Project is undertaken or from the Project which results in making the Project not viable;
3. the University terminates the Project or participation of the Student in the Project because the Student breaches or fails to comply with these terms and conditions or with relevant University policies and procedures;
4. the Client Organisation enters or proposes to enter into any form of insolvency administration or has a receiver or manager appointed or a resolution, application or order is made for the winding up or dissolution of the Client Organisation.
5. Swinburne deems that a person representing the Client Organisation has behaved in a manner to be inappropriate or unprofessional towards a student or with regard to the project.
6. **INSURANCE**

The Student(s) will be covered under Swinburne’s public liability and personal accidents insurance policies.

1. **GENERAL**
   1. This Agreement cannot be varied except in writing signed by the parties.
   2. This Agreement contains the entire understanding and terms agreed between the parties and supersedes any prior written or other agreement of the parties concerning the subject matter of this Agreement.
   3. This Agreement is governed by and construed in accordance with the laws of the State of Victoria.

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| **SIGNED** for and on behalf of  ……………………………………………….  **(CLIENT ORGANISATION)**  in the presence of: | )  )  )  ) | ……………………………………………….  Signature  ...................................................................  Name of signatory  ...................................................................  Title of signatory  Date signed: / / |

**STUDENT SIGNING PAGE**

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| **STUDENT:**  …………………………………  Signature  .............................................  Name of Student  .............................................  Student Number  Date signed: / / | **STUDENT:**  …………………………………  Signature  .............................................  Name of Student  .............................................  Student Number  Date signed: / / | **STUDENT:**  …………………………………  Signature  .............................................  Name of Student  .............................................  Student Number  Date signed: / / |
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To be signed after completion of above:

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| **SIGNED** for and on behalf of  **SWINBURNE UNIVERSITY OF TECHNOLOGY**  in the presence of: | )  )  ) | ……………………………………………….  Signature  ...................................................................  Name of signatory  ...................................................................  Title of signatory  Date signed: / / |