

## Work Integrated Learning Agreement – Partner owns IP

### Partner Agreement

<b>1 Partner</b>	South Pacific Regional Fisheries Management Organisation (SPRFMO) Level 26 Plimmer Towers 2-6 Gilmer Terrace (access via Lambton Quay) Wellington 6011 New Zealand	
<b>2 Partner Contact</b>	<b>Name</b>	Dr. Sebastián Rodríguez Alfaro (Executive Secretary)
	<b>Email</b>	srodriguez@sprfmo.int
	<b>Phone</b>	Tel: +64-4-499 9889 Mob: +64 2102679400
<b>3 RMIT Contact</b>	Erika Gonzalez (T&I Program Manager) Tel.: 03 9925 0428	
<b>4 Start Date</b>	9/6/2020	
<b>5 Location</b>	The Activity will take place in: <input checked="" type="checkbox"/> Australia <input type="checkbox"/> Other country:	
<b>6 Activity</b>	<input checked="" type="checkbox"/> Placement / internship with Partner <input type="checkbox"/> Partnered Project (including a sponsored project) <input type="checkbox"/> 1 of the above, and/or other Activities as agreed between RMIT & the Partner from time to time	
	Sponsorship / Financial contribution: Expert supervision and feedback throughout the duration of the project	
<b>7 Activity Details</b>	Translation of SPRFMO materials into Languages Other than English	

### 8 Intellectual Property Ownership

- (a) The Student assigns all right, title & interest to the IP they create in the course of the Activity to the **Partner**, 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.
- (a) 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.
- (b) Subject to the Partner's reasonable instructions to maintain confidentiality & privacy:
- i. the Student may submit & publish their thesis; &
  - ii. the Partner 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), &, for use in the Student's resumes or online folios. The Partner's instructions may include a reasonable time limit on publishing IP to the general public, or removing commercially sensitive or identifying information.

#### 1. Activities

- (a) The Royal Melbourne Institute of Technology, ABN 49 781 030 034 (**RMIT**) & the Partner agree to work together to provide RMIT Students with opportunities to undertake agreed Activities. Where RMIT & the Partner agree to provide an Activity, RMIT will provide a **Student Undertaking** which sets out the specific details of the Activity.
- (b) This Agreement starts on the Start Date & continues on an ongoing basis; however, a party may terminate this Agreement by providing 60 days' written notice to the other.
- (c) The party identified above will provide any Sponsorship or Financial contribution, as agreed. Where it includes a payment, the amount is GST inclusive, unless stated otherwise; & is payable following receipt of a valid tax invoice.

#### 2. Logos, branding & announcements

Each party must obtain the other's approval for the use of the other's logo, name or other branding, and any announcements or publications about the Activities. Each party must stop using

the other's logo, name or branding on termination of the Agreement, or on request of the other party, including any reasonable take down period.

#### 3. RMIT responsibilities

RMIT will:

- (a) facilitate Students undertaking the Activities, & provide appropriate academic support;
- (b) ensure that any RMIT staff attending the Partner's premises have the necessary approvals, registrations & checks; &
- (c) for placements, notify the Partner if a Student ceases enrolment in the relevant program or is otherwise no longer able to complete the Activity.

#### 4. Partner responsibilities

The Partner will:

- (a) provide Students with learning experiences & training commensurate with the Students' skills & the experience & learning objectives provided by RMIT; & where requested, evaluate & provide feedback on Students;

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- (b) where Students attend the Partner's premises, including on placement, or where otherwise relevant to the Activities:
- ensure qualified & experienced staff supervise Students, including providing instructions & training;
  - provide Students with orientation & induction on the Partner's applicable policies & procedures, including any on confidentiality, privacy or social media;
  - provide Students with a safe & secure working environment, free from bullying or harassment; & comply with all applicable equal opportunity, anti-discrimination, anti-bullying & occupational health & safety laws & regulations;
  - notify RMIT immediately if a Student is injured or involved in an incident at the workplace;
  - where a Student is paid (including by way of salary or wage) for the Activity, the Partner must 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. As between the Student & the Partner, that contract takes precedence over this Agreement to the extent of any inconsistency.

### 5. Resolving issues

- RMIT & the Partner must notify each other as soon as possible of any concerns, disputes or problems regarding an Activity, including a Student's conduct, & will use reasonable endeavours to resolve such issues.
- RMIT may withdraw a Student from an Activity at any time, where it considers it necessary or appropriate.
- The Partner acknowledges that privacy laws prevent RMIT from disclosing a Student's health or personal information (including the results of any police check), to the Partner without that Student's written consent.
- The Partner acknowledges RMIT may need to change details of the Activity, including to comply with assessment requirements, or events or circumstances beyond RMIT's control. Where changes are necessary, RMIT will notify the Partner as soon as possible to discuss alternatives, which may include a refund or different use of any Sponsorship.

### 6. Confidentiality & privacy

**Confidential Information** means any information or data which is confidential to a party, except information already in the public domain other than by breach of this Agreement. Confidential Information includes Personal Information under any applicable privacy laws. RMIT & the Partner must keep all Confidential Information of each other absolutely confidential. Neither will communicate, publish, or release any Confidential Information, except as necessary for a party to perform its obligations under this Agreement or as permitted or required by law. These obligations continue after the end of the Agreement.

### 7. 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 it is inconsistent with RMIT's IP Policy, this Agreement prevails.

### 8. Insurance

- 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.
- RMIT maintains Host Employer's Liability insurance which offers cover for Partners for any increase in their workers' compensation premium because of a claim for workers' compensation by a Student for an injury during an Activity.
- If the Student undertakes the Activity in Australia & is deemed a "worker" under applicable workers compensation laws, the Partner must 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.
- If Activities take place at the Partner's premises in Australia, the Partner must take out & maintain public liability insurance which provides a limit of liability of at least \$10 million for any one claim. If the Activities take place outside Australia, the Partner must maintain appropriate insurance commensurate with standard business practice for its jurisdiction regarding injuries or death of workers, employees & the public.

### 9. Agreement

- This Agreement does not create a relationship of partnership, joint venture, agency, or employment between RMIT & the Partner; & they are independent contracting parties.
- This Agreement & the Student Undertaking are the entire agreement between the parties on their subject matter, & can only be modified in writing & signed by the parties. Any invalid part of this Agreement or the Student Undertaking will not affect the validity of the other parts.
- The termination of this Agreement or a Student Undertaking will not affect the continued obligations relating to confidentiality, privacy or IP. If the Agreement is terminated, any unfinished or ongoing Activity must still be allowed to be completed, unless agreed by all parties, including the Student.
- 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.

**Work Integrated Learning Agreement – Partner owns IP**

**Signed for & on behalf of RMIT:**

I have read & agree to the terms of this Agreement.

Signature /  
type name Robin Goodman

Title Professor Robin Goodman  
Dean, School of Global, Urban and Social Studies

Date 28.05.2020

**Signed for & on behalf of the Partner:**

I have read & agree to the terms of this Agreement.

Signature /  
type name



Dr. Sebastián Rodríguez Alfaro

Title Executive Secretary

Date 21 May 2020

### Schedule - Student Undertaking

<b>1 Student Name</b>	LANG1225 Students, Semester 2 2020		<b>S-number</b>	[Or See Attachment A]	
<b>2 Partner</b>	SPRFMO		<b>ABN</b>	[11 digit number]	
<b>3 Activity</b>	Translation of SPRFMO materials into LOTE				
<b>Location</b>	The activity will take place remotely				
<b>Days / Hours</b>	6 weeks		<b>Est. total hours</b>	25	
<b>Activity Details</b>	Students will translate documents such as the Convention of SPRFMO and other relevant documents into Languages Other than English. They will be supported by their language specific tutors at RMIT. Students participating in the project will receive an induction to the organisation (to be delivered by the SPRFMO Communications Officer) and will receive support from the SPRFMO Secretariat throughout the course of the WIL activity. The support will consist of remote contact hours to clarify matters that might arise in the translation process. SPRFMO will also facilitate additional staff support for the provision of feedback in regard to the LOTE version of the documents produced				
<b>Supervision</b>	Remote supervision by SPRFMO staff, weekly supervision by RMIT course coordinator				
<b>4 RMIT Contact</b>	Dr Miranda Lai				
<b>5 Start Date</b>	Semester 2 2020 (July 2020)		<b>End Date</b>	October 2020	
<b>Year Level</b>	2	<b>Semester</b>	2	<b>Program Code</b>	MC214
<b>Course Name</b>	Translating Accrediting Practice 2		<b>Course Code</b>	LANG1225	<b>Class No.</b> N/A

#### 6 Intellectual Property (IP) ownership

- (a) The Student assigns all right, title & interest to the IP they create in the course of the Activity to the **Partner**, 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.
- (b) 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.
- (c) Subject to the Partner's reasonable instructions to maintain confidentiality & privacy:
  - i. the Student may submit & publish their thesis; &
  - ii. the Partner 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. The Partner's instructions may include a reasonable time limit on publishing IP to the general public, or removing commercially sensitive or identifying information.
- (d) **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.

This Undertaking is made by the Student/s in favour of RMIT & the Partner. In consideration for the provision of the Activity, the Student/s agree:

- (a) to undertake the Activity to the best of their abilities & to assign the IP as outlined above;
- (b) to acknowledge RMIT may be required to provide their contact details to Partners for the purposes of the WIL Activities, & that such information will be kept confidential by the Partner;
- (c) to endeavour to obtain experience, training & skills in undertaking the Activity as a part of the Program;
- (d) to comply with the Partner's policies & rules, including on workplace behaviour, occupational health & safety, & client or staff confidentiality & privacy, & the Partner's reasonable directions; as well as all RMIT's policies, & any manuals or guidelines provided in relation to the Program & materials relating to participating in WIL Activities which include placements, projects or activities;
- (e) to not communicate, publish or release any confidential information of the Partner or RMIT & will keep all such information strictly confidential. Confidential information includes personal information or health information, & can be oral, written or in electronic format. Obligations of privacy & confidentiality continue even after the Activities or the Agreement have ended; & return to the Partner all its property & documents at the end of the Activity;
- (f) 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 Partner, in accordance with the required timelines, which may be prior to starting the Activity; & I will 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;
- (g) to consider informing both RMIT & the Partner of any medical condition or disability that may affect work performance or require reasonable adjustments by the Partner & RMIT;
- (h) to enter into an appropriate contract with the Partner if the Student is paid for the Activity;
- (i) if the Activity is located outside Australia, to register & comply with the requirements of RMIT's Global Experience Office;
- (j) 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;
- (k) acknowledge & accept that verification of their identity as the maker of this Undertaking is determined by reference to their email address; & the address used to electronically send this Undertaking provides the nexus to identify them.

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I have read & agree to this Student Undertaking.

Signature /  
type name \_\_\_\_\_

Date \_\_\_\_\_

**Annexure A**

Signed by the following Students, who agree they have read & agree to the Agreement & Student Undertaking:

	<b>Student Name &amp; S-number</b>	<b>Signature</b>	<b>Date</b>
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