

# MUSIC INTERNSHIP STUDENT AGREEMENT

## SCHEDULE

### 1. UNIVERSITY

<b>NAME</b>	The University of Adelaide
<b>ADDRESS</b>	Elder Conservatorium of Music, Level 2 Schulz Building, The University of Adelaide, 5005
<b>CONTACT DETAILS</b>	Ms Greta Larsen ( <a href="mailto:greta.larsen@adelaide.edu.au">greta.larsen@adelaide.edu.au</a> ) 8313 3713
<b>SUPERVISOR</b>	

### 2. HOST ORGANISATION

<b>NAME:</b>	<b>ACN:</b>
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	<b>POSTCODE:</b>
<b>EMAIL:</b>	<b>PHONE:</b>

### 3. STUDENT

<b>NAME:</b>	<b>STUDENT ID:</b>
<b>ADDRESS:</b>	
<b>STUDY MAJOR:</b>	<b>POSTCODE:</b>

### 4. INTERNSHIP DETAILS

<b>INTERNSHIP ACTIVITY / PROJECT:</b>	
<b>START DATE:</b>	<b>END DATE:</b>
<b>DAYS (specific days or number of days agreed upon):</b>	
<b>EXPECTED WORKING HOURS:</b>	
<b>LOCATION:</b>	

### 5. INSURANCE PROVIDED BY UNIVERSITY

Public liability insurance to a limit of \$20 million per any one event for an act or omission on the part of the student that results in injury, loss or damage to the Host Organisation.
Personal accident insurance for the Student whilst undertaking the Internship.

### 6. SPECIAL REQUIREMENTS

(e.g. police check / DCSI clearance; Host Organisation wants to own student IP; specific attire required)
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## **BACKGROUND**

- A. The Student is enrolled in the Degree at the University. The Student has applied for and been selected by the University to undertake an Internship at the Host Organisation.
- B. The Internship is coordinated under the Elder Conservatorium of Music's Internship Scheme.
- C. The aims of the Internship are to:
  - a. give the Student the opportunity to gain an insight into the organisations working operation of the Student's field of study, and to develop an understanding of the issues central to the music profession;
  - b. enable the Student to gain insight into the functions and operations of a professional workplace and participate in the day-to-day activities of the organisation; and
  - c. enable the Student to put their musical skills and/or their research and writing skills into practice by doing a research project designated by, and of practical relevance to, the Host Organisation.

### **1. INTERNSHIP**

The Internship will primarily consist of the Student undertaking the Internship Research Project and participating in or observing day-to-day activities at the Host Organisation. Internship students will write a report giving an account of the Internship Research Project. Community Engagement students will do a reflective journal.

### **2. HOST ORGANISATION'S RESPONSIBILITIES**

- 2.1 The Host Organisation acknowledges that it has negotiated and agreed the scope of the Internship Research Project with the Student and the University's Academic Supervisor.
- 2.2 The Host Organisation will be responsible for:
  - 2.2.1 providing suitably qualified and experienced person as contact point for the Student whilst undertaking the Internship;
  - 2.2.2 ensuring that the activities undertaken by the Student on the Internship and the level of supervision of the Student is appropriate, having regard to the Student's skills and level of experience;
  - 2.2.3 providing the Student with an orientation (including in relation to occupational health and safety) prior to or at the start of the Internship;
  - 2.2.4 providing the Student with all policies and procedures of the Host Organisation relevant to the undertaking of the Internship;
  - 2.2.5 maintaining a safe system of work and all certificates, licences and approvals required by applicable law, Australian Standards or Codes of Practice;
  - 2.2.6 providing the Student with a safe and well-supported Internship environment that is compliant with anti-discrimination laws;
  - 2.2.7 making available to the Student such resources, facilities and materials as reasonably required to undertake the Internship activities;
  - 2.2.8 promptly reporting any issues or problems with the Internship to the University's Internship Coordinator (set out in Item 1 of the Schedule); and
  - 2.2.9 review and comment on the Student's report on the Internship Research Project.

- 2.3 The Host Organisation will maintain Public Liability insurance and indemnify the University and the Student for any negligent act or omission by its employees, agents or contractors that results in any injury, loss or damage to the Student.
- 2.4 The Host Organisation acknowledges that it has received and read the Internship Program Guidelines provided by the University and will ensure that it conducts the Internship in accordance with those Guidelines.
- 2.5 The Host Organisation releases the Student and the University from all claims, losses, damages, costs or expenses arising from the Host Organisation's use of or reliance on the Student's Internship Research Project report.

### **3. UNIVERSITY'S RESPONSIBILITIES**

- 3.1 The University will be responsible for:
  - 3.1.1 providing the Student with general information about the Internship and behaviour expected of the Student whilst undertaking the Internship;
  - 3.1.2 the overall control and discipline of the Student, apart from reasonable direction provided on a day-to-day basis by the Host Organisation whilst the Student is undertaking Internship activities; and
  - 3.1.3 providing a supervisor for the Student, who will be responsible for the assessment of the Student's Internship Research Project report.
- 3.2 The University will maintain the insurance set out in Item 5 of the Schedule.

### **4. STUDENT'S RESPONSIBILITIES**

Whilst undertaking the Internship, the Student agrees:

- 4.1 to be punctual and attend the Internship venue on agreed Internship days and to promptly notify the supervisor at the Host Organisation if the Student is unable to attend;
- 4.2 to comply with the Host Organisation's policies and procedures and abide by all reasonable instructions given by the Host Organisation;
- 4.3 to dress in suitable attire;
- 4.4 to undertake the Internship to the best of their ability;
- 4.5 act in accordance with the University's Internship Program Guidelines (which the Student acknowledges that he/she has received and read);
- 4.6 comply with the Special Requirements set out in Item 6 of the Schedule (if any);
- 4.7 not to do any act which gives rise to a conflict of interest or be detrimental to the best interests of the Host Organisation;
- 4.8 not hold himself or herself out as being an employee of the Host Organisation;
- 4.9 promptly notify the supervisor at the Host Organisation and the University's Internship Coordinator of any injury or accident sustained by the Student; and
- 4.10 prior to the end of the Internship, present an oral summary of the Internship Research Project findings to the Host Organisation.

## 5. DISCIPLINARY MATTERS

- 5.1 If the Student fails to comply with the Student's responsibilities under this Agreement, the Host Organisation will notify the University's Internship Coordinator. The Host Organisation and the University will discuss and agree upon a course of action for dealing with the Student and provide an opportunity to rectify the behaviour.
- 5.2 Should the Student continue to fail to comply with the Student's responsibilities, the Host Organisation may, by providing notice to both the Student and the University's Internship Coordinator, terminate the Internship before the end date. This may result in the Student failing the course.

## 6. CONFIDENTIALITY

- 6.1 The Student acknowledges that data, know-how, trade secrets, client lists, financial and business information of the Host Organisation, and any information designated by the Host Organisation as being "confidential", is Confidential Information of the Host Organisation.
- 6.2 The Student must not disclose the Confidential Information to any third party and must not use the Confidential Information in any way other than for the purposes of the Internship. If the Student wishes to include Confidential Information in any reports, presentations or other materials created to meet the assessment requirements of the Student's course of study or the Internship Program, the Student must first obtain the permission of the Host Organisation.

## 7. INTELLECTUAL PROPERTY

- 7.1 Unless otherwise specified in the Schedule, ownership all Intellectual Property developed or created by the Student in the course of the Internship ("Developed IP") will vest in the Student. The Student grants the Host Organisation a non-exclusive, royalty-free, perpetual licence to use the Developed IP for the Host Organisation's regular business purposes.
- 7.2 Notwithstanding any alternative ownership arrangements for Intellectual Property that may be set out in the Schedule, the Host Organisation agrees that the Student retains copyright in any reports, presentations or other materials created by the Student to meet the assessment requirements of the Student's course of study or the Internship Program.
- 7.3 For the purposes of this clause 7, "Intellectual Property" means any patent, copyright, design, trade mark, eligible layout or similar whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know-how, good will and confidential information.

## 8. NO EMPLOYMENT RELATIONSHIP

- 8.1 The parties agree that there is no intention to create an employer/employee relationship between the Host Organisation and the Student under this Agreement.
- 8.2 The Host Organisation must ensure that the Student is surplus to the Host Organisation's staffing needs and will not require the Student to carry out responsibilities as an employee of the Host Organisation.
- 8.3 The Host Organisation will not provide remuneration or payment or similar benefit (of any form) to the Student for the Internship.
- 8.4 If the Host Organisation does not comply with clauses 8.2 and 8.3, the Host Organisation acknowledges that there is a risk the Student may be deemed at law to be an employee of the Host Organisation. In such case, clause 3.2 of this Agreement will cease to have effect and the Host Organisation will be solely responsible for any employment entitlements the Student may have.

9. **GENERAL**

- 9.1 This Agreement records the entire agreement between the parties with respect to the Internship. It supersedes all prior contracts, obligations, representations, conduct and understandings.
- 9.2 This Agreement may be amended only by written agreement of all parties.
- 9.3 The laws of South Australia govern this Agreement and each party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia.

**EXECUTED** as an agreement

Signed for and on behalf of **The University of Adelaide:**

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Name:  
Position:  
Date:

Signed for and on behalf of the **Host Organisation**

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Name:  
Position:  
Date:

Signed by the **Student:**

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Name:  
Date: