

Work Integrated Learning Agreement - Partner owns IP

Annexure - Student Undertaking Template

Student Name	[Insert first and last name]	S-nu	S-number [Insert]					
(You, your)								
Partner	[Company / Organisation name]		ABN	[11-digit number]				
Activity	[Title of Activity or Project]							
Location	[Specific physical address where Activity will take place]							
Days / Hours	[Insert for individual WIL course - For example: "Two days a week 9am – 5pm"] OR The Student agrees to complete the total required hours as outlined by the WIL course handbook or determined by the WIL course program manager.							
Activity Details	[Specific description of tasks – be as detailed as possible; or set out the tasks in a separate attachment if you want to include a longer description. If so, write "See Attachment" in this section.]							
Supervision	[Supervisor Name], [Position], [Department], [email], [office phone], [mobile phone] [Method & frequency of contact]							
RMIT Contact	[Name], [Position], [email], [office phone], [mobile phone]							
Start Date	[Start date of Activity]		End	Date	[End date of Activity]			
Year Level	[Insert]	Semester	[Inse	rt]	Program	[Insert]		
Course Name	[Insert specific WIL Course Name]	Course Code	1 -	rt specific Course	Class Number.	[Insert Class no]		

In exchange for RMIT and the Partner providing you the Activity, you agree to the promises in this Student Undertaking which are made in favour of RMIT and the Partner. The capitalised words have specific meanings, which you can find either in the above table or at the end of this document.

٩ <u>≡</u> }	 You agree that the Partner owns the Activity IP. You agree to sign any documents required to transfer the Activity IP to the Partner. You retain
Partner owns Intellectual Property	ownership of your Background IP and copyright in your Course Output. 3. The Partner gives you permission to use and reproduce the Activity IP in your Course Output, resume and online portfolio. However, the Partner may direct you in writing to remove any commercially sensitive, confidential or identifying information from the Activity IP or have your Course Output
	assessed confidentiality. You must comply with these directions.4. If you want to use the Activity IP for any other purpose, you need to obtain the Partner's written permission.
	5. You consent to acts in relation to the Activity IP which would otherwise infringe your Moral Rights.
	 You agree to undertake the Activity to the best of your abilities and try to obtain relevant experience, training and skills in undertaking the Activity as a part of the Program. Skills to be developed on placement may be viewed in your <u>Course Guide</u>.
Do your best	7. You agree to not do anything that would bring RMIT or the Partner into disrepute.
Comply with policies and instructions	 8. You agree to comply with: the Partner's applicable policies and rules, including on workplace behaviour, code of conduct, child safety, occupational health and safety, confidentiality and privacy; the Partner's reasonable directions; and RMIT's applicable policies and procedures (including the <u>Program and Course Work Integrated Learning Procedure, Child Safe Code of Conduct, Sexual Harm Prevention and Response Policy, Workplace Behaviour Policy and Health, Safety and Wellbeing Policy) and any manuals or guidelines</u>

provided in relation to the Activities.



Insurance		While you are undertaking the Activity, you will be covered by RMIT's insurance policies which are available here [https://www.rmit.edu.au/students/student-life/rights-responsibilities/insurance].		
Confidentiality	 You must not disclose RMIT's or the Partner's confidential information to anyone unless you have been given written permission from an authorised person. Confidential information includes personal information or health information, and can be verbal, written or in electronic format. You must continue to keep RMIT and the Partner's information confidential even after the Activities have ended. You agree to return to the Partner all its property and documents at the end of the Activity. RMIT may be required to provide your contact details to Partners for the purposes of the Activities and you consent to this disclosure. The Partner has agreed to keep this information confidential. 			
Checks and approvals	 13. You agree to: fulfill all requirements reasonably required by RMIT or the Partner for the Activity. These requirements may include, but are not limited to, obtaining and providing evidence of any approvals, licenses, references, registrations, immunisations, police checks, medical clearances, first aid certificates, working with children checks or NDIS checks, within the specified timelines which may be prior to commencing the Activity; and inform RMIT if there is any relevant change in the status of any of the above requirements during the period of the Activity. 			
International	 14. If the Activity is located outside Australia, you agree to register and comply with the requirements of RMIT's Global Experience Office. 15. If you are studying in Australia under a student visa, you agree to investigate whether the Activity is registered as mandatory work hours for your Program on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and ensure that undertaking the Activity does not impact the status of your visa by exceeding the maximum working hours allowed under your visa. 			
Your safety is our priority	 16. You agree to tell RMIT or the Partner if you feel unsafe (including physically, mentally or culturally) during the Activity. 17. You agree to inform RMIT or the Partner of any reasonable adjustment or support that you may need to perform the essential requirements of the Activity. 			
Acknowledgement	 18. Unless otherwise agreed with the Partner, you acknowledge that you are not: an employee of the Partner; and entitled to any remuneration in exchange for undertaking the Activity as part of your Program. 			
	Activity IP	means the IP created by you while undertaking the Activity (eg documents, slides, emails, reports, images ect), excluding your Background IP, and in the copyright in your Course Output. Activity IP can constitute the documents or materials developed or drafted by you in the course of the Activity.		
Capitalised words have these meanings	Background IP	means any IP owned, created or controlled by you prior to the start of the Activity or created by you independent of the Activity.		
	Course Output	means any assessment, assignment, thesis, dissertation, or academic material or other works produced by you for the purpose of, or to fulfil the requirements of, your WIL Course.		
	Intellectual Property or IP	means creations of the intellect or mind, such as patentable inventions or copyright works such as drawings or visual art, or literary works such as reports or essays. It includes registered and unregistered rights, trade marks, copyright materials, designs, and the right to apply for such or register such rights. IP can be embodied in created materials, plans, drawings, models, prototypes, structures, products, specimens, software, reports, research projects, documents, publications or communications.		
	Moral Rights	has the meaning in the Copyright Act 1986 (Cth) and includes the right of attribution of authorship, the right of integrity and right against misattribution.		



☐ I have read and agree to this Student Undertaking		
Signed by the Student	Type name here:	
	Date:	