



THE UNIVERSITY
of ADELAIDE

Student Internship Agreement

Between

SA Power Networks

And

The University of Adelaide

STUDENT INTERNSHIP AGREEMENT

BETWEEN

SA Power Networks with offices at 1 Anzac Highway, Keswick SA 5035 ('Host Organisation')

AND

THE UNIVERSITY OF ADELAIDE (ABN 61 249 878 937) a body corporate established pursuant to the *University of Adelaide Act 1971* (SA) and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005 ('University')

BACKGROUND

- A. The Host Organisation and the University agree to perform their obligations in accordance with the terms and conditions of this Agreement.
- B. The Host Organisation wishes to support the skills development of the Student for learning and teaching purposes only.
- C. The Student is enrolled in a Degree at the University of Adelaide. The Student has been selected by the University and the Host Organisation to undertake the Internship.
- D. The aims of the Internship are to:
 - i. give the Student the opportunity to gain an insight into the operation of the Student's field of study and develop an understanding of issues central to the profession;
 - ii. enable the Student to gain insight into the functions and operations of a professional workplace; and
 - iii. enable the Student to apply skills and knowledge gained during their studies through participation in the day-to-day operations of a professional workplace, under the guidance of a workplace supervisor.

1. INTERNSHIP

The period and location of the Internship and main activities that the Student will undertake during the Internship are set out in the Schedule.

2. TERM

This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with this Agreement.

3. HOST ORGANISATION'S RESPONSIBILITIES

- 3.1 The Host Organisation acknowledges that it has satisfied itself that the Student is suitable for the internship.
- 3.2 The Host Organisation will be responsible for:
 - 3.2.1 Providing suitably qualified and experienced personnel to supervise the Student whilst undertaking the internship and provide regular feedback to the Student;
 - 3.2.2 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;

- 3.2.3 Providing the Student with an induction and orientation prior to or at the start of the internship, which includes i) clear communication of expectations and scope of duties of the Student including expectations in regard to Confidential Information (set out in Clause 7), ii) an overview of the company, iii) all necessary information relating to workplace health and safety;
 - 3.2.4 Providing the Student with all policies and procedures of the Host Organisation relevant to the undertaking of the internship;
 - 3.2.5 Maintaining a safe system of work and all certificates, licences and approvals required by law applicable to the Host Organisation,
 - 3.2.6 Providing the Student with a safe and well-supported internship environment that is compliant with anti-discrimination laws;
 - 3.2.7 Making available to the Student such resources, facilities and materials as reasonably required to undertake the internship activities;
 - 3.2.8 Prompt response (within 5 working days) to requests from the Student for advice or approvals relating to Confidential Information and the content of coursework they are required by the University to submit for assessment.
 - 3.2.9 Promptly reporting any issues or problems with the internship to the University Contact (set out in the Schedule).
- 3.3 The Host Organisation will maintain Public Liability insurance with a reputable insurer and sufficient to cover any liability that could arise under or in connection to this agreement, 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 or the University. The Host Organisation will, upon request, provide to the University's Administration Officer a copy of the certificate of currency.
- 3.4 The Host Organisation's liability to indemnify the University or the Student under clause 3.3 is reduced proportionately to the extent that any negligent act or omission by the University or the Student contributed to the injury, loss or damage.

4. UNIVERSITY'S RESPONSIBILITIES

- 4.1 The University will be responsible for:
 - 4.1.1 Providing the Student with information and support relating to undertaking an internship;
 - 4.1.2 The overall 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;
- 4.2 The University will maintain 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, as well as Personal accident insurance for the Student whilst undertaking the Internship. The University will, upon request provide to the host company a copy of the certificate of currency.
- 4.3 The University will indemnify the Host Organisation for any negligent act or omission by its Student that results in any injury, loss or damage to the Host Organisation. The University's liability to indemnify the Host Organisation under this clause 4.3 is reduced proportionately to the extent that any negligent act or omission by the Student or the University contributed to the injury, loss or damage.
- 4.4 If the University considers the Host Organisation has failed to comply with its responsibilities under this Agreement, the University may, by providing notice to both the Student and the Host Organisation Contact, terminate the Internship before the end date. If the Internship is so terminated, the payment of any stipend to the Student will immediately cease. The student will be entitled to retain any stipend paid to them prior to such termination.

5. STUDENT'S RESPONSIBILITIES

- 5.1 Where applicable, the Student is responsible for their own travel and accommodation arrangements and ensuring they maintain eligible visa status in order to undertake the internship.
- 5.2 Whilst undertaking the internship, the Student agrees:
- 5.2.1 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;
 - 5.2.2 To comply with the Host Organisation's policies and procedures and abide by all reasonable instructions given by the Host Organisation;
 - 5.2.3 To undertake the internship to the best of their ability;
 - 5.2.4 To comply with the Special Requirements set out in the Schedule (if any);
 - 5.2.5 Not to do any act which gives rise to a conflict of interest or be detrimental to the best interests of the Host Organisation;
 - 5.2.6 Promptly notify the supervisor at the Host Organisation and the University Contact of any injury, accident or issue experienced by the Student during placement, including if they cannot attend at any time for any reason.
 - 5.2.7 To comply with the terms of this Agreement

6. DISCIPLINARY MATTERS

- 6.1 If the Student fails to comply with the Student's responsibilities under this Agreement, the Host Organisation will notify the University Contact, as set out in the Schedule. The Host Organisation and the University will discuss and agree upon a course of action for dealing with the Student and provide them an opportunity to rectify the behaviour.
- 6.2 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 Contact, terminate the Internship before the end date. Where the Student is undertaking the Internship for course credit, termination of the Internship by the Host Organisation pursuant to this clause may result in the Student failing the elective.

7. CONFIDENTIALITY

- 7.1 The Student acknowledges that "Information", including:
- (i) business, marketing, technical, operational, process, financial or scientific information;
 - (ii) studies, designs, plans, drawings, modules, formulas, methods, trade secrets, know-how, processes or techniques;
 - (iii) information about any project, joint venture, business relationship or partnership;
 - (iv) agreements or the provisions of any proposed agreement;
- in whole or any part of, in any form of media that relates to the financial or business affairs of the Host Organisation or any of its Affiliates, made available to the student, directly or indirectly, or is otherwise accessible by the student at the Host Organisation premises, is Confidential Information of the Host Organisation.
- 7.2 The Student must not disclose the Confidential Information to any third party, other than the Host Supervisor and Course Coordinator 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 relating to the internship, the Student must first obtain written permission from the Host Organisation.

- 7.3 The provisions of Clause 7.2 shall not extend to any of the Information which the Student is able to show was in the public domain prior to the date of this Agreement or which subsequently comes into the public domain otherwise than through any breach of any of the undertakings set forth in this Agreement.
- 7.4 The Student shall keep the Information in safe custody at all times and shall not permit or cause the Information to be entered into a computer, database, or other electronic means or information storage system, not controlled by the Student or Host Organisation.
- 7.5 On expiry or termination of this Agreement, at the request of a party disclosing Confidential Information, the party in receipt of the Confidential Information will promptly return to the disclosing party, or if directed by the disclosing party destroy, all Confidential Information of the disclosing party and all documents and other tangible materials containing any such Confidential Information.

8. INTELLECTUAL PROPERTY

8.1 For the purposes of this clause 8,

8.1.1 "Intellectual Property" (IP) 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.

8.1.2 "Background IP" means information, data, techniques, technology, know-how, software and materials, and intellectual property rights therein, that are provided by a party to the other party for use (whether before or after the date of this Agreement), including as specified in the Schedule.

8.1.3 "New IP" means all information, know-how, results, data, methodology, processes, ideas, inventions and software developed, created, identified or first reduced to practice or writing during the Internship and includes any and all IP rights in respect of same.

8.1.4 This clause does not affect the ownership of any Background Intellectual Property Rights of a party. Each party will continue to own their own Background Intellectual Property Rights.

8.1.5 Each party grants the other party a royalty-free, non-exclusive licence to use its Background IP for the purpose of performing its obligations under this agreement, but for no other purpose. Neither party may grant any sub-licence to use the other party's Background IP.

8.1.6 The Host or the Student as set out in the Schedule will own the New IP.

8.1.7 Where the Student Owns the New IP they agree to immediately grant the Host a non-exclusive, irrevocable, royalty-free, perpetual licence to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials into any form, medium or technology now known or later developed, for the Host Organisation's regular business purposes.

8.1.8 Where the Host Organisation owns the New IP and 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.

8.1.9 Where the Host Organisation and the Student own the New IP jointly in equal shares:

- 8.1.9.1 Either of them may use, modify, reproduce, adapt and licence the New IP for non-Commercial research, teaching and publication purposes, but may not exclusively licence, assign or Commercialise the New IP without the agreement of the other party; and
- 8.1.9.2 They grant to the University a perpetual, non-exclusive, irrevocable, royalty-free right (with the right to sub-licence) to use, modify, reproduce and adapt the New IP.

8.1.10 Where the Schedule provides that the New IP is to be made available through open source licensing such as MIT Licensing, the Licences granted under this clause 8 are in addition to such licences.

8.1.11 The Host must respect the Moral Rights of the Student and any other authors of any New IP.

9. NO EMPLOYMENT RELATIONSHIP

- 9.1 The parties agree there is no intention to create an employer/employee relationship between the Host Organisation and the Student under this Agreement.
- 9.2 The Host Organisation must ensure that the Internship does not exceed the period or the number of days set out in the Schedule.
- 9.3 The Host Organisation will not provide any remuneration or similar benefit to the Student for the Internship. Nothing in this clause prevents the Host Employer from reimbursing the Student any usual work-related expenses incurred by the Student during the course of the Internship.
- 9.4 If the Host Organisation does not comply with clauses 9.1, 9.2, and 9.3 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, the University's insurance cover provided for the Student will cease to apply and the Host Organisation will be solely responsible for any employment entitlements the Student may have.

10. TERMINATION OF AGREEMENT

- 10.1 Unless terminated earlier, this Agreement continues for the Term.
- 10.2 If either party commits a breach of this Agreement, the other party may request in writing that the breach be remedied, and if this is not done within 30 days of the request then the other party may terminate this Agreement immediately.
- 10.3 In the event of termination of this Agreement, the Parties will use their best endeavours to avoid any adverse consequence of termination on the academic progress of the Student.
- 10.4 If the Internship is terminated early due to inappropriate behaviour or conduct of the Student and where applicable, the Student will be required to refund the full amount of any stipend received by Student in support of the Internship
- 10.5 This Agreement and the Internship will immediately end if the Student withdraws from the relevant course of study, at any time during the Term and for any reason.

11. GENERAL

- 11.1 This Agreement records the entire agreement between the parties with respect to the internship. It supersedes all prior contracts, obligations, representations, conduct and understandings.
- 11.2 This Agreement may be amended only by written agreement of all parties.

- 11.3 This Agreement is governed by the laws of the State of South Australia.
- 11.4 This Agreement may be executed in counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart. Each counterpart of this Agreement constitutes an original of this Agreement but the counterparts together constitute one and the same instrument.
- 11.5 A party must not transfer, assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other party.

EXECUTED as an Agreement:

Signed for and on behalf of The University of Adelaide by an authorised officer:		
.....	Name:	Dave Thomson
	Position:	Team Leader, AskECMS
	Date:	18/05/2020

Signed for and on behalf of the Host Organisation by an authorised officer:		
.....	Name:	Morgan Brown
	Position:	General Manager, Field Services
	Date:	18/05/2020

Signed by the Student :		
.....	Name:	Chris Lonson
	Date:	18/05/2020

SCHEDULE

STUDENT AGREEMENT SCHEDULE					
1. Students Details (Student to Complete)					
Student Id: a1234567	Mobile: +61 0422 265 478				
First Name: Chris	Last Name: Lonson				
Email: chris.lonson@adelaide.edu.au	Intended graduation date: Semester 2, 2021				
Program: B. Eng (Hons) Mechanical	Program Year/Level: Year 3				
Study Discipline: Mechanical Engineering	International or Domestic student: International				
Emergency Contact Name: Sam Lonson	Emergency Contact number: +61 0438 341 939				
2. Host Organisation Details (Host to Complete)					
Company Name: SA Power Networks	Address: 1 Anzac Highway, Keswick SA 5035				
Host Administrative Contact Name: Jordan Watson	Email: name@sapowernetworks.com.au				
Host Supervisor: Morgan Brown	Current Position: General Manager, Field Services				
Phone: +61 0438 348 562	Email: name@sapowernetworks.com.au				
Engineering supervisor accredited by Engineers Australia?	<input checked="" type="checkbox"/> Yes /No/NA				
3. University Details (Student to complete where possible)					
The University of Adelaide	Address: North Terrace, Adelaide SA 5005				
Academic Contact Name: Prof. Anthony Zander (Course Coordinator, Internship Coordinator or Academic supervisor)	Academic Contact Email: anthony.zander@adelaide.edu.au				
Academic Contact Position:	Internship Coordinator				
Faculty Administrative Contact Name: Bailey Robinson	Administrative Contact Email: askecms@adelaide.edu.au				
Faculty Administrative Contact Position: Internship Coordinator	Phone number: 8313 4148				
4. Internship Details (Host to complete)					
Start Date: 1 June 2020	End Date: 26 June 2020	Total Internship Hours (based on 35 - 37 hour week): 140 hours			
Hours of Work (ie 9am-5pm Mon –Fri)	Mon 9-5	Tue 9-5	Wed 9-5	Thu 9-5	Fri 9-5
On-site Location	1 Anzac Highway, Keswick SA 5035				
Internship Objectives	The aim is to obtain insights into our capital project program, using Excel tools, to search for patterns and potential areas for improvement.				
Internship Tasks and Activities	<ul style="list-style-type: none"> Assessment of projects undertaken in 2019 against budget. Development of a series of filters to apply against the jobs, and determination of filter values for each job (eg location, degree of complexity, time of year works undertaken) <p>This work builds upon prior work undertaken by work experience students. Lessons Learned task:</p> <ul style="list-style-type: none"> Review of lessons learned in Sharepoint. Identification of any trends in the lessons. Interviews with PMs relating to lessons learned, and potentially minuting and recording and analysing lessons learned workshops with PMs. <p>Additional:</p>				

	<ul style="list-style-type: none"> • Site visits to construction sites with Project Manager's to observe work being undertaken. 	
5. Special Conditions (Host to complete)		
Stipend Payment (If applicable) A small allowance may be paid to the student for incidental costs (travel/lunch/clothing) incurred during the internship.	Amount	\$1560 once off payment
	Payment method	Host to pay directly to the student <input type="checkbox"/> Or An invoice will be raised by the University and forwarded to the Host Administrative Contact. Payment is required within 14 days of the date of invoice. The University will pay the stipend to the student accordingly. <input checked="" type="checkbox"/>
Clearances Required	Defence Clearance <input type="checkbox"/> What level of clearance is required?	
	Health Check <input type="checkbox"/>	
	Working with Children <input type="checkbox"/>	
	Any other Clearances <input type="checkbox"/>	
	Details (when, where)	
	Host or student pays?	
Confidential information (Host to complete)		
(Refer to clause 7 Confidentiality)	The Organisation will not provide any confidential information (default position) <input checked="" type="checkbox"/>	
	Data provided by the Organisation is confidential (specified below) <input type="checkbox"/>	
	All information provided by the Organisation is confidential <input type="checkbox"/>	
List of Confidential Information disclosed by Host Organisation to Student		
6. Intellectual Property Arrangements (Host to complete)		
(Refer to clause 8 Intellectual Property) New IP will be owned by	i) The Student (default position) <input checked="" type="checkbox"/> ii) The Host <input type="checkbox"/> iii) The Student and the Host jointly in equal shares <input type="checkbox"/>	

Open Source Licencing	Software developed in the course of this agreement will be available through open source licences ie MIT, GPL or Apache Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (default position) <input checked="" type="checkbox"/>
Other alternative Intellectual Property ownership arrangements	None

7. HSW Risk Assessment (Host to complete)

Based on the tasks and activities listed above, what risk rating do you give the Internship - Low, Medium or High risk?	Low <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	High <input type="checkbox"/>
---	--	------------------------------------	----------------------------------

Describe the key risks involved and steps taken to mitigate the risk of medium or high risk activity.	NA
---	----

Describe any actions to be taken by the Student to mitigate risk.	Suitable PPE must be worn at all times when on project sites.
---	---

8. Insurance and Indemnity (Host to complete)

Host Insurance Policy Provider	Marsh Pty. Ltd.
Policy Number	012345
Insurance Certificate of Currency attached	<input checked="" type="checkbox"/> Yes

University Office Use Only

Internship tasks approved: YES NO
 HSW risk level approved : YES NO
 Certificate of Currency of Host Insurance: YES NO
 Internship proposal: APPROVED DENIED
 Reason denied: