

## GUIDELINES

### GENERAL INTERNSHIP AGREEMENT FOR MASSEY STUDENTS

General Internship Agreement for Massey students undertaking placements outside Massey.

Please read and then delete these guidelines before using this template contract.

- ▶ This contract is for use where a number of students (Interns) of Massey are being placed with external organisations (the Host) to gain practical experience in their field of study.
- ▶ The Students it applies to are those named in the Contract Details and any other students agreed to in writing, including by way of email.
- ▶ Some of the clauses won't apply when the students are domestic students.
- ▶ Confidentiality and compliance with Privacy law are addressed.
- ▶ If you have any doubts about whether this is the correct agreement to use or if you have any questions about the agreement, please contact CJM Programme Support Administrator, Claudia Silva ([c.silva@massey.ac.nz](mailto:c.silva@massey.ac.nz)).
- ▶ Host organisation need to sign the contract before forward it to CJM Programme Support Administrator, Claudia Silva ([c.silva@massey.ac.nz](mailto:c.silva@massey.ac.nz)) that will request the signature of Massey Business School Pro Vice-Chancellor on behalf of Massey University
- ▶ Please be aware of the following key points of the contract:
  - Intellectual property created by the Intern will belong to the Host;
  - Each party's liability is limited to \$100,000;
  - The Host must advise Massey of any health and safety issues;
  - Either Massey or the Host may terminate an Intern's internship if the Intern presents a health and safety risk, is no longer enrolled at Massey or is in breach of the Host's policies or procedures;
  - Either party may terminate the contract if the other party is in breach of its terms;
  - The Host is required to comply with Massey's policies and procedures relating to international students as provided by Massey.



# General Internship Agreement for Massey Students

RM	30000
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## BETWEEN

Massey University a body corporate of Palmerston North, New Zealand (Massey)

And

[Insert full legal name of the Host organisation] (the Host)

## BACKGROUND

- A. Massey is a provider of a wide diversity of teaching and research, especially at a higher level.
- B. Massey desires that its students named below and/or such other students as the parties agree to in writing from time to time (the Intern(s)) obtain practical learning experience as part of their studies.
- C. The Host has agreed to allow the Interns the opportunity to participate in the Host's business to enable the Intern(s) to obtain practical learning experience (the Internship(s)).

## AGREEMENT

The Host agrees to allow Intern (s) to work in the Host's business on the terms set out in this Agreement including the Contract Details and the attached General Terms.

## CONTRACT DETAILS

Massey Contact:	Phone:
Physical Address:	
Postal Address:	Email:

Host Contact:	Phone:
Physical Address:	Fax:
Postal Address:	Email:

Names of Interns	Internship Term	Host Site

Start Date:	End Date:
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Payment	\$	If applicable, payable in New Zealand Dollars plus GST (as applicable)
From:		
To:		
Payment Terms:		

Signed on the later of the two dates written below.

<p>Signed by Massey University</p> <p>_____</p> <p>Name: Stephen Kelly  Position: Pro Vice-Chancellor  Massey Business School  Date:</p>	<p>Signed by the Host</p> <p>_____</p> <p>Name:  Position:  Date:</p>
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GENERAL TERMS - GENERAL INTERNSHIP AGREEMENT FOR MASSEY STUDENTS

1. Internship and Access
  - 1.1 The Host will supervise the Intern(s) placed with it under this Agreement at the Host Sites(s) for the Internship Terms.
  - 1.2 The Host warrants that the Host, including its employees and contractors, have appropriate skills, knowledge and attributes to provide appropriate supervision to the Intern(s).
  - 1.3 The Host will provide the Intern(s) and Massey staff (Massey Staff) with access to the Host Site(s).
  - 1.4 The Host shall maintain adequate staffing levels at the Host Site(s) without relying on the Intern(s).
  - 1.5 The Host will communicate to its staff the conditions of access of Massey Staff and Intern(s) to the Host Site(s).
  - 1.6 The Host will provide the Intern(s) and Massey Staff with access to all of the Host's policies and procedures relevant to the Internship and Massey Staff access including, but not limited to, relevant confidentiality requirements. If any provision in any policy conflicts with this Agreement this Agreement shall prevail.
  - 1.7 The Host will cooperate with Massey in Massey's investigation of any:
    - (a) accident and/or injury involving any Intern(s) or Massey Staff; or
    - (b) disciplinary or potential disciplinary matter regarding any Intern(s) or Massey Staff, relating in any way to the Internship.
  - 1.8 The Host must comply, and direct Intern(s) to comply, with all applicable laws and the requirements of all local and other authorities while the Intern(s) undertake the Internship.
  - 1.9 If the Host wishes to pay any Intern(s) a wage or stipend in respect of any Internship then the Host may enter into an agreement with the Intern(s) to do so, provided that:
    - (a) the agreement will not be binding on Massey and Massey will not have any obligations under the agreement;
    - (b) the agreement must not place any obligations on the Intern(s) that will, or would be likely to, interfere with the Intern(s)' study at Massey (including the Intern(s)' ability to submit the Intern(s)' work for assessment (including publication));
    - (c) nothing in the agreement shall constitute a variation of this Agreement; and
    - (d) the Host complies with all applicable laws in relation to any such payment or agreement.
  - 1.10 All communication concerning the Intern(s) activities in the Internship will be through the Contacts of the parties described in the Contract Details.
  - 1.11 Massey Staff will be responsible for the general guidance, teaching and assessment of the Intern(s). Massey will also be solely responsible for disciplining Massey Staff and Intern(s). Except as required under clause 8, Massey shall also be solely responsible for providing pastoral care to the Intern(s).
- 1.12 Massey will arrange for each student placed with the Host to complete and sign the declaration as per Schedule 1.
- 1.13 This Agreement only applies in relation to the Internship and therefore, to avoid doubt, it does not apply in situations where Massey Staff and/or Intern(s) have access to any Host Site primarily as:
  - (a) employees, directors, shareholders, contractors, clients and/or customers of the Host; or
  - (b) invitees of the Host or anyone in control of a Host Site otherwise than under this Agreement.
- 1.14 The Host will provide Massey with information and materials relating to the Internship as Massey may reasonably request in order to assess the Intern(s)' performance in the Internship.
2. Interns
  - 2.1 This Agreement will apply to the Interns described in the Contract Details and any other students of Massey that both parties have agreed to in writing, including by email between the Contacts named in the Contract Details.
  - 2.2 Notwithstanding anything else in this Agreement, no Intern(s) shall be directed or permitted by the Host to:
    - (a) perform any unlawful, unreasonable, unethical or immoral act; or
    - (b) omit to do anything that they are required by law or by any applicable code of ethics or code of conduct to do.
3. Liabilities
  - 3.1 Massey shall not be liable for any acts or omissions of any Intern(s) or Massey Staff if those acts or omissions are carried out at the direction of, with the authorisation of, or to the extent contributed to by the Host, including where the Host has not supplied adequate supervision.
  - 3.2 The Host shall immediately notify Massey in writing of any possible claim against Massey that the Host becomes aware of and shall co-operate and comply with all requirements and directions given by Massey, Massey's insurers and the insurer's professional advisors in relation to any such claim.
  - 3.3 To the extent permitted by law the maximum aggregate liability of each party to another under this Agreement or in respect of the Internships is limited to \$100,000 in respect of each Internship.
  - 3.4 Neither party shall be liable under this Agreement to the other party for consequential, special, indirect, punitive or exemplary damages, costs, expenses or losses (including, without limitation, loss of profit and opportunity costs).
  - 3.5 The provisions of clauses 3.3 and 3.4 apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract,

- statute, tort (including, without limitation, negligence) or otherwise.
- 3.6 The Host undertakes that it will obtain and keep current insurance in respect of the activities under this Agreement, on terms and in amounts that a prudent business of the type of the Host's business would maintain.
- 3.7 Massey will maintain insurance, including public liability and professional indemnity insurance, with a reputable insurer on terms and in amounts that will adequately cover the Interns' activities under this Agreement.
4. Commencement and Termination
- 4.1 This Agreement shall commence on the Start Date and terminate on the End Date specified in the Contract Details unless terminated earlier in accordance the terms of this Agreement.
- 4.2 Either party may terminate this Agreement in respect of an Intern by written notice effective immediately if:
- the Intern is no longer enrolled with Massey;
  - the Intern's access is revoked by the Host under clause 7.3;
  - the Intern is in material breach of the Host's policies or procedures; or
  - the Intern's conduct is materially unsatisfactory in the reasonable opinion of the Host.
- 4.3 Either party may terminate this Agreement by notice effective immediately to the other party if the other party:
- is in material breach of this Agreement and has failed to remedy the breach within 20 days of receiving written notice of the breach;
  - if the other is in material breach of this Agreement and the breach cannot be remedied; or
  - becomes insolvent or unable to pay its debts in the ordinary course of business or suffers or permits a receiver or liquidator to be appointed or a compromise or arrangement to be made or proposed between it and any creditor.
- 4.5 Termination or expiry of this Agreement by either party will be without prejudice to any rights of either party for breach before termination.
- 4.6 Neither the termination nor expiry of this Agreement will affect clauses 3, 4.5, 5, 9, 10, 11 and 13.7, and those clauses will survive termination or expiry of this Agreement.
5. Intellectual Property
- 5.1 Subject to clause 5.2, all copyright, know-how, designs, trademarks, and all other intellectual property rights:
- created or developed by any Intern(s) in the course of carrying out activities in the Host's business (Foreground IP) will vest in the Host; and
  - in Massey teaching material will remain the property of Massey (or its licensors).
- 5.2 The Host agrees that any reports of the Internship and any thesis or dissertation prepared by the Intern(s) and copyright in such documents shall be the property of the Intern(s).
- 5.2 The Host grants Massey a non-exclusive, royalty-free, licence to use Foreground IP to assist the Intern(s) in completing their Internships, assess the Internship outcomes and any coursework associated. Such licence will be subject to the confidentiality requirements in clause 10 and limited to the duration of completion of all coursework.
- 5.3 The Host will provide Massey with information and materials relating to the Internship as Massey may reasonably request in order to assess the Intern's performance in the Internship.
6. Payment
- 6.1 The parties agree that, except as described in the Contract Details, neither of them shall receive any payment from the other for the Internship.
- 6.2 The party responsible for making any payment shall make the payment on the Payment Terms by the 29<sup>th</sup> day of the month following the date of an invoice for that payment or part payment.
7. Health and Safety
- 7.1 In performing its obligations under this Agreement, each party must comply with all relevant health and safety legislation including the Health and Safety at Work Act 2015 (HSWA).
- 7.2 The Host must advise Massey as soon as possible of:
- any hazards or risks that the Host identifies or creates, and all accidents, incidents and near misses, relating to any Internship on the Host's premises or otherwise within the Host's control;
  - all notifiable events (as defined in the HSWA) relating to an Internship; and
  - any contact by any regulatory agency in relation to any health, safety or environmental matter relating to an Internship (unless prohibited by law).
- 7.3 If the Host determines, acting reasonably, that the presence of an Intern could present a risk to the health and safety of any person, Massey must remove that Intern from the Internship on the written request of the Host provided the request sets out the reasons for the request.
8. International Interns
- 8.2 Massey is bound to comply with the Code of Practice for the Pastoral Care of International Interns and the Code of Practice for the Pastoral Care of International Interns Guidelines, these are available at [www.nzqa.govt.nz](http://www.nzqa.govt.nz). If the Intern(s) are international students as defined in the Education Act 1989 the Host will comply with all policies and procedures supplied to the Host in writing by Massey pertaining to the pastoral care of those students.
- 8.3 Unless the Host has specified minimum English competency standards (oral/ written) in writing to Massey prior to the commencement of this Agreement, there are no minimum English

- competency standards that must be met by the Intern(s).
9. Intern(s) and Massey Staff Privacy
- 9.1 The Host understands that all personal information it acquires pertaining to Intern(s) or Massey Staff is subject to the Privacy Act 1993 and it undertakes not to disclose any such information except as permitted by law.
- 9.2 The Host shall not use any such information except for the purposes of this Agreement or as permitted by law.
- 10 Confidentiality
- 10.1 In this Agreement, Confidential Information means all information of any kind, whether or not in tangible or documentary form, and whether or not marked or identified as being confidential, received by a party (Recipient) and relating to the other party (Disclosing Party).
- 10.2 The Recipient must keep the Confidential Information entirely secret and confidential, and must only:
- use or copy the Confidential Information solely for the purposes of, and to the extent necessary to perform its obligations and enjoy its rights under, this Agreement; and
  - disclose or provide the Confidential Information to those of the Recipient's employees, agents, students and permitted subcontractors or collaborators to whom, and to the extent that, such disclosure or provision is reasonably necessary for the purposes of this Agreement.
- 10.3 The Recipient will ensure that any person to whom the Recipient discloses Confidential Information in accordance with clause 10.2(b) is made aware of the Recipient's obligations and has entered into written undertakings of confidentiality that are at least as restrictive as those set out in clause 10.2 and apply to the Confidential Information.
- 10.4 The Recipient's obligations in clause 10.2 will not apply to Confidential Information that the Recipient can demonstrate through written evidence:
- was already known to the Recipient without any obligation of confidence;
  - is in, or becomes, part of the public domain without a breach of this Agreement;
  - is obtained by the Recipient from a third party without breaching any obligation of confidence of the Recipient or that third party;
  - is independently developed by the Recipient;
  - is agreed in writing between the parties not to be confidential; or
  - is required to be disclosed by law, provided that the Recipient will inform the Disclosing Party as soon as is reasonably practicable and, at the Disclosing Party's request, seek to persuade the relevant court or authority to have the information treated as confidential or to minimise the disclosure of that information.
11. Dispute Resolution
- 11.1 If a dispute arising out of this Agreement occurs between the parties, then the parties will try to resolve that dispute by full and frank discussion within 30 days. Failing this, the parties will try to resolve the dispute by mediation within the 30 days immediately following.
- 11.2 A mediation will be conducted by a mediator chosen by the parties or, if they cannot agree, by a mediator chosen by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated, or the President's nominee.
- 11.3 If the dispute is not resolved by mediation, the parties may, if both parties agree, refer the dispute to a single arbitrator as follows:
- the single arbitrator will be chosen by the parties or, if they cannot agree, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated, or the President's nominee; and
  - the arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 11.4 The parties must always act in good faith and cooperate with each other to resolve any dispute.
- 11.5 The procedures and timeframes for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 11.6 The parties must continue to comply with their obligations under this Agreement during the dispute resolution process, but disputed payments may be withheld to the extent of the dispute.
- 11.7 This clause will not apply to:
- a dispute arising in connection with any attempted re-negotiation of this Agreement; or
  - any application by either party for urgent interlocutory relief.
13. General
- 13.1 Cooperation: The parties agree to do all things necessary to give effect to this Agreement.
- 13.2 Entire Agreement
- Except as expressly provided in this Agreement, each party to this Agreement agrees that it has entered into this Agreement in reliance on its own skill and judgment and not in reliance on the skill, judgment or statement of any other party to this Agreement.
  - This Agreement constitutes the entire agreement between the parties on the subject matter and contains all of the representations, undertakings, warranties, covenants and agreements of the Parties in respect of the subject matter.
- 13.3 Partial Invalidity: If any clause or clauses in this Agreement are found by any court of competent jurisdiction or arbitrator to be void, invalid, illegal or otherwise not binding on the parties, then such clause(s) shall be severed from this Agreement but

- the remainder of this Agreement shall remain in force.
- 13.4 Waiver: No waiver will be effective unless it is in writing and signed by the waiving party. No delay or failure to exercise a right under this Agreement operate as a waiver of that right; nor does a single or partial exercise of a right preclude another or further exercise of that or another right.
- 13.5 Force Majeure: If any party to this Agreement cannot perform its obligations under this Agreement by reason of riot, earthquake, volcanic activity, fire, storm, pandemic, operation of law or other like cause beyond the control of that party, that party shall be excused from doing so while that cause persists. The affected party is to resume its obligations under this Agreement as soon as it reasonably can after the force majeure event ceases.
- 13.6 Authority: If the Host is not signing this Agreement personally then whoever is signing this Agreement on behalf of the Host (and if there is more than one person doing so, then jointly and severally) warrants to Massey that they have the authority to bind the Host to all of the terms and conditions contained in this Agreement. If the person signing this Agreement signs it as agent for an undisclosed principal then that person is liable for the obligations of the Host notwithstanding that a principal has not been disclosed. If the person signing this Agreement signs it as agent for a company to be incorporated then that person is liable for the obligations of the Host.
- 13.7 Jurisdiction: This Agreement is governed by New Zealand law, and the courts of New Zealand have non-exclusive jurisdiction in respect of it.
- 13.8 Assignment: The Host may not assign or otherwise deal with its rights and obligations under this Agreement.
- 13.9 Variation of Agreement: No variation to this Agreement will be legally enforceable unless it is in writing signed by both parties.
- 13.10 Notices:
- (a) Any notice given under this Agreement will be in writing and delivered by post, registered mail, courier or e-mail, addressed to the last address for service as notified by the other party.
- (b) Notices are deemed served at the following times:
- i. when sent by post, 3 business days after posting;
  - ii. when sent by registered mail or courier, upon delivery; or
  - iii. when sent by e-mail, upon receipt of the correct answerback or receipt code; and
  - iv. any notice sent after 5:00 pm is deemed served on the next business day.
- The addresses for Massey are:  
 Research.Contracts@massey.ac.nz  
 Team Leader Legal Services  
 Research, Academic and Enterprise  
 Massey University  
 Private Bag 11222  
 PALMERSTON NORTH 4442
- 13.11 Relationship: Nothing in this Agreement creates a relationship of employer and employee, principal and agent, partnership, trust or joint venture between Massey and the Host.
- 13.12 Counterparts: This Agreement may be signed in any number of counterparts (including scanned and emailed copies). All counterparts, when taken together, will constitute one and the same agreement. A party may enter into this Agreement by signing any counterpart.

## Schedule 1

### Intern Undertaking

Agreement between Massey University (Massey) and [insert name of Host Institution] (the Host Institution)

#### Background

- A. Massey and the Host Institution have entered into an agreement (the Agreement) to allow students of Massey the opportunity to gain practical learning experience by engaging in activities within the Host organisation (an Internship).
- B. Under the Agreement Massey is required to provide to the Host a completed undertaking of the student (named below) to comply with the obligations set out below and the student has agreed to comply with those obligations.

#### Undertaking

To: Massey University

I confirm that I have read, understand and agree to the following:

1. While on Host premises I will:
  - follow all reasonable directions of Host staff and all applicable Host policies which are made available to me;
  - comply and
  - report to the Host any hazards or risks relating to my Internship that I identify.
2. I will use reasonable care and diligence in undertaking any activities in relation to the Internship.
3. I will comply with all applicable laws and the requirements of all local and other authorities while undertaking the Internship.
4. If I am an international student, I will carry comprehensive travel and health insurance.
5. All intellectual property (other than copyright in reports I prepare of my Internship and any thesis or dissertation) I create or develop during my Internship will be the exclusive property of the Host.
6. I will keep all information I learn about the Host (other than information which is in the public domain) strictly confidential and I will not use any such information for any purposes other than undertaking my Internship. I will continue to comply with this obligation after my Internship has ended.

Date:

Signed by [*insert Full Name in bold*]  
of [*insert Address*] \_\_\_\_\_

in the presence of:

Witness signature:

Witness name:

Occupation:

Address: