GUIDELINES

PROJECT INTERNSHIP AGREEMENT FOR MASSEY STUDENTS

Project Internship Agreement for individual Massey students undertaking specific projects in placements outside Massey.

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

- This contract is for use where a domestic or international student (Intern) of Massey is being placed to work on a specific project with an external organisation (the Host) to gain practical experience in their field of study.

- 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).

- Please pay attention to the parts that need to be correctly filled:
    - Full legal name of the host organisation.
    - Full legal name of the student/intern.
    - Full contact information for the host organisation.
    - Full contact information for the student/intern.
    - Brief description (a phrase will do) of the tasks the student/intern will perform.
    - Start and end date of the internship.
    - Names of the student/intern's supervisors at the host organisation and Massey (academic).
    - If no payment is provided, please cross out this part of the contract.
    - Signature and from the Host Organisation representative (manually or electronic, not typed).
    - Signature and from the student/intern (manually or electronic, not typed).

- All the pages filled need to be scanned and returned to CJM Programme Support Administrator, Claudia Silva (c.silva@massey.ac.nz), for processing and 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;
    - The Host may terminate the 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;
    - Massey may terminate this contract if the student is no longer enrolled at Massey;
    - 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.

Project Internship Agreement for Massey Students

RM	30000
Project	Contract

AGREEMENT BETWEEN

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

And

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

And

[insert full name of the intern] (the Intern)

BACKGROUND

A. The Intern is a student enrolled at Massey.

B. Massey desires that the Intern obtains practical learning experience as part of their studies by participating in the Project and the Intern wishes to do so.

C. The Host has agreed to allow the Intern the opportunity to participate in the Project on the terms and conditions of this Agreement.

AGREEMENT

The Host agrees to allow the Intern to participate and the Intern agrees to participate, in the Project on the terms set out in this Agreement including the Contract Details and the attached General Terms.

CONTACT DETAILS

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

Massey Contact: Ass Prof Craig Fowler	Phone: + 6492136306
Physical Address: Massey University Auckland (East Precinct) Albany Expressway (SH17) QB 3.28a Albany 0632 New Zealand	
Postal Address: Massey University Auckland Private Bag 102904 North Shore Auckland 0745 New Zealand	Email: c.fowler@massey.ac.nz

Intern Physical Address:	Phone:
Intern Postal Address: as above	Email:

Short Project Description:

Term	
Start Date:	End Date:

Supervisor at the Host Organisation and Massey Academic Supervisor:

[Note that international students must not be paid as that may affect their visas]

Stipend	$	Payable in New Zealand Dollars plus GST (as applicable).
x year award of $x per annum, comprising a stipend of $x and disbursements of $x		
Payment Terms:		

Signed on the later of the dates written below.

Intern		
Signature		
Date		

Authorised Signatory – Host		Authorised Signatory – Massey	
Signature		Signature	
Name		Name	Stephen Kelly
Title		Title	Pro Vice-Chancellor Massey Business School
Date		Date	

1 Definitions and Interpretation

1.1 In this Agreement, the terms set out below will have the following meanings:

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 (the Receiving Party) relating to another party's (the Disclosing Party) business, products, research, knowledge or technologies, the terms of this Agreement and in the case of the Host, includes the Results and information about the Project.

Intellectual Property means all ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works, trade secrets, know-how experience, data, technical or other information, confidential information, trade or service marks and the like, capable of ownership or protection at law and including all things able to be protected under copyright, patent, designs, trade mark, trade secrets and confidential information laws and similar laws.

Project includes all activities, services and undertakings of Massey, the Intern, the Host and the Supervisor which are contemplated by and related to the conduct of, participation in, and completion of the project described in the Contract Details.

Results means information, data, software, firmware, documented methodology or process, documentation or other material in whatever form, including the subject matter of any category of Intellectual Property rights, arising directly from the Project.

Supervisor means the person responsible for supervising and mentoring the Intern in the Project as described in the Contract Details.

Term means the term as set out in clause 4 and the Contract Details.

Any other capitalised terms will have the meaning set out in the Contract Details.

2 Project

2.1 The Intern shall personally undertake and complete the Project competently, in accordance with the requirements set out in this Agreement, with due diligence and reasonable care.

2.2 The parties may, by agreement among them at any time, amend, extend or vary the scope of the Project or any aspect of it as follows:

(a) the parties will record in writing the extent to which the Project is amended, extended or varied; and
(b) the parties will in good faith negotiate and agree the funding implications (if any) for any variation to the Project and, where the parties cannot agree, any party may terminate this Agreement on written notice to the other parties.

3 Obligations of the Parties

3.1 Unless otherwise agreed by the Host, the Intern must utilise the:
(a) facilities and equipment of the Host; and
(b) mentoring and supervision of the Supervisor.

3.2 Each of the parties separately warrants and undertakes that:
(a) there is no reason known to them which would prevent Massey, the Intern or the Host from entering into this Agreement; and
(b) the Intern has complied with all applicable processes of the Host to obtain, and has obtained, the Host's approval for the Intern to participate in the Project.

3.3 The Host must provide appropriate facilities and equipment and reasonable access by the Intern to such facilities and equipment to enable the Intern to participate in the Project.

4 Term

4.1 The Term of this Agreement is from the Start Date to the End Date unless terminated earlier in accordance with the terms of this Agreement.

5 Payment

5.1 The Host agrees to pay the Stipend, if any, to the Intern as described in the Contract Details.

5.2 The Intern agrees that he or she is responsible for any taxation obligations to the Inland Revenue Department in New Zealand, and to the equivalent organisation in their country of origin as a result of payments under this Agreement.

6 Confidentiality

6.1 Each Receiving Party must keep the Confidential Information of a Disclosing Party entirely secret and confidential, and must only:
(a) use or copy the Confidential Information solely for the purposes of, and to the extent necessary to perform the Receiving Party's obligations under this Agreement; and
(b) disclose or provide the Confidential Information to those of the Receiving Party'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.

6.2 Each Receiving Party will ensure that any person to whom that party discloses Confidential Information in accordance with clause 6.1(b) is made aware of the Receiving Party's obligations and has entered into written undertakings of confidentiality that are at least as restrictive as those set out in clause 6.1.

6.3 A Receiving Party's obligations in clause 6.1 will not apply to Confidential Information that the Receiving Party can demonstrate through written evidence:
(a) was already known to the Receiving Party without any obligation of confidence;
(b) is in, or becomes, part of the public domain without a breach of this Agreement;
(c) is obtained by the Receiving Party from a third party without breach of any obligation of confidentiality;
(d) is independently developed by the Receiving Party without the benefit of any Confidential Information of the Disclosing Party;
(e) is agreed in writing between the parties not to be confidential; or
(f) is required to be disclosed by law, provided that the Receiving Party will inform the Disclosing Party as soon as is reasonably practicable of the requirement.

7 Intellectual Property

7.1 All Intellectual Property which is owned by or licensed to a party at the date of this Agreement, or which is acquired or created by a party independently of the Project (Background IP), will remain owned by or licensed to that party exclusively.

7.2 Subject to clause 7.1, Intellectual Property created or developed by or on behalf of the Intern pursuant to this Agreement, excluding copyright in any student thesis, (Foreground IP), will vest in the Host.

7.3 The Host grants Massey a non-exclusive, royalty-free, licence to use Foreground IP and Results to assist the Intern in completing the Project, assess the Project outcomes and any coursework associated. Such licence will be subject to the confidentiality requirements in clause 6 and limited to the duration of completion of all coursework.

7.4 Each of Massey and the Intern grants the Host an irrevocable, royalty-free, non-exclusive, transferable, sublicensable, worldwide and perpetual licence to use their Background IP used in the Project to the extent that it is incorporated in, forms part of, or is required to use the Foreground IP or any Results.

8 International Students

8.1 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. Where the Intern is an international student as defined in the Education Act 1989 the Host will comply with all reasonable policies and procedures supplied to Host in writing by Massey pertaining to the pastoral care of international students.

8.2 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 Termination

9.1 The Host may terminate this Agreement immediately by notice in writing to the Intern if:
(a) the Intern is no longer enrolled with Massey.
(b) the Intern's access is revoked by the Host under clause 12.3;
(c) the Intern is in material breach of the Host's policies or procedures; or
(d) the Project is undertaken by the Intern in any manner which the Host, acting reasonably, determines is unacceptable.

9.2 Any party may terminate this Agreement by notice effective immediately to the other parties if another party:
(a) is in material breach of this Agreement and has failed to remedy the breach within 20 days of receiving written notice of the breach;
(b) is in material breach of this Agreement and the breach cannot be remedied; or
(c) 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 of its creditors.

9.3 Massey may terminate this Agreement if the Intern is no longer enrolled at Massey.

9.4 Neither the termination nor expiry of this Agreement, nor the end of the Project, will affect any provisions of this Agreement which are reasonably required or intended to continue including clauses 6, 7, 9.4, 9.5, 10.4, 11, 13, 14, and 15.

9.5 The termination of this Agreement will not affect any rights of the parties accrued prior to the date of termination.

10 Insurance and Liability

10.1 If the Intern is an international student the Intern warrants and represents to the Host that the Intern has current and comprehensive travel and health insurance in place and that such cover will remain in place for the duration of the Term.

10.2 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.

10.3 Massey will maintain insurance, including public liability and professional indemnity, with a reputable insurer on terms and in amounts that will adequately cover the Intern(s) activities under this Agreement.

10.4 To the extent permitted by law the maximum aggregate liability of each party to another under this Agreement or in respect of the Project or any outcomes of the Project whether in contact, equity tort or otherwise is limited to $100,000.

11 Publication

11.1 The Host will permit the Intern and Massey to publish, describe and discuss, without constraint, the Results for the purposes of examination of theses, including the appointment of examiners (Examiners), as required, provided that Examiners have first signed separate confidentiality agreements with the Host.

11.2 The Intern will request permission in writing from the Host for any other publication related to the Project that is not explicitly required for examination of theses. Such requests for other publication will not be unreasonably refused and the Host will respond to all such requests from the Intern or Massey in a timely manner. The Host will have the right to have any commercially sensitive information removed from such other publication.

11.3 The Intern will appropriately acknowledge the contributions of the Host in any publications described in clause 11.2 and will include any branding as the Host reasonably requests.

12 Health and Safety

12.1 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).

12.2 The Host must advise Massey in writing as soon as possible of:

(a) any hazards or risks that the Host identifies or creates, and all accidents, incidents and near hits, relating to the Intern on the Host's premises or otherwise within the Host's control;

(b) all notifiable events (as defined in the HSWA) relating to the Intern; and

(c) any contact by any regulatory agency in relation to any health, safety or environmental matter relating to the Intern (unless that party is prohibited by law from so advising the other party).

12.3 If the Host determines, acting reasonably, that the presence of the Intern could present a risk to the health and safety of any person, Massey must remove that Intern from the Project on the written request of the Host provided the request sets out the reasons for the request.

13 Privacy of Information

13.1 Each of the parties will ensure that they comply at all times with all legal obligations with regard to the privacy of personal information in accordance with the Privacy Act 1993, and obtain all necessary consents to disclosure, waivers and other acknowledgements as may be applicable to the Project.

13.2 The Intern will, if required by the Host, provide confirmation of the safeguards that will be put in place to ensure the confidentiality and security of storage and non-disclosure of personal information, except as permitted by law.

14 Dispute Resolution

14.1 If a dispute arising out of this Agreement occurs between any of the parties, then the relevant parties will try to resolve that dispute by full and frank discussion within thirty (30) days. Failing this, the parties will try to resolve the dispute by mediation within thirty (30) days.

14.2 A mediation will be conducted by a mediator 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.

14.3 If the dispute is not resolved by mediation, the relevant parties may, if those parties agree, refer the dispute to a single arbitrator as follows:

(a) 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

(b) the arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

14.4 The parties must always act in good faith and cooperate with each other to resolve any dispute.

14.5 The procedures and timeframes for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.

14.6 The parties must continue to comply with their obligations under this Agreement during the dispute resolution process, but disputed payments may be withheld.

14.7 This clause will not apply to:

(a) a dispute arising in connection with any attempted re-negotiation of this Agreement; or

(b) any application by either party for urgent interlocutory relief.

15 General

15.1 Cooperation: The parties agree to do all things necessary to give effect to this Agreement.

15.2 Entire Agreement

(a) 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.

(b) 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.

15.3 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.

15.4 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.

15.5 Force Majeure: If any party to this Agreement cannot perform its obligations under this Agreement by reason of riot, earthquake, volcanic activity, pandemic, fire, storm, 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. If the event continues for more than 30 days any party may terminate this Agreement on notice in writing to the other parties.

15.6 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.

15.7 Jurisdiction: This Agreement is governed by New Zealand law, and the courts of New Zealand have non-exclusive jurisdiction in respect of it.

15.8 Assignment: The Host may not assign or otherwise deal with its rights and obligations under this Agreement.

15.9 Variation of Agreement: No variation to this Agreement will be legally enforceable unless it is in writing signed by both parties.

15.10 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

15.11 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.

15.12 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.