

HDR Student Consent for Internship

The Consent below is required to be given by you to Flinders University, as a Student undertaking an industry research project internship (“**Internship**”) with an Internship Organisation or Industry Partner (“**Organisation**”).

This Consent relates to your:

- responsibilities to preserve the confidentiality and protect the privacy of the Organisation’s information;
- obligations to provide documents to the Organisation prior to commencement of or during an Internship;
- compliance obligations during Internships; and
- intellectual property rights in materials you create while on Internship.

You may be asked to provide a copy of this Consent to the Organisation upon request.

Note that some Organisations may require you to agree in writing to comply with other obligations before participating in an Internship with those Organisations. If you are participating in a paid Internship, the Organisation will require you to sign an employment agreement.

I consent and agree that:

1. While participating in an Internship I will comply with all:
 - (a) conditions or restrictions communicated to me by the Organisation during Internship induction or during the Internship including about the use of the Organisation’s materials and, when my Internship ends, and I will return all the Organisation’s materials to the Organisation;
 - (b) reasonable and lawful instructions and directions of the Organisation’s internship supervisor and staff as well as Flinders University, including safety instructions, rules or procedures, and I will only undertake work and activities required for the purposes of my Internship under the direction of the Organisation’s personnel;
 - (c) policies, procedures and requirements of Flinders University and the Organisation (notified to me from time to time) including but not limited to privacy, confidentiality, workplace health and safety, and academic and disciplinary policies of Flinders University; and
 - (d) laws, regulations and professional codes of conduct, practice and/or ethics applicable to my participation in an Internship.
2. Except as expressly authorised by the Organisation or Flinders University or as required by law, I will not disclose to any third party any Confidential Information that I obtain or access during my Internship.
3. I will not communicate to any person, any Personal Information that I obtain or access during my Internship which could identify an individual.
4. I will undergo and/or obtain all health, medical, criminal history and other checks and certifications that Flinders University or the Organisation requires of me prior to my participation in an Internship with that Organisation. I will provide documentation verifying those checks and certifications to the Organisation and to Flinders University on request in order to enable me to commence an Internship or to substantiate my capacity for undertaking an Internship. I consent to Flinders University collecting and maintaining records of my compliance with required checks and certifications (which, I understand, may include Sensitive Information) until evidence of compliance is no longer reasonably required, and no later than 6 months after the completion of my Internship(s).

5. If I am undertaking an Internship with SA Health, before I commence, I will comply with its Policy Directive on Immunisation for Health Care Workers including participation in any vaccine preventable diseases screening process and completion and provision of a required immunisation Certificate of Compliance. I also consent to Flinders University collecting and maintaining records of my compliance with this Directive (which, I understand, may include Sensitive Information) and collaborating with SA Health to verify by periodic audits the documents provided by me as evidence of compliance until evidence of compliance is no longer required, and no later than 6 months after the completion of my Internship(s).
6. If I am participating, or scheduled to participate, in an Internship, I will promptly notify the Organisation and Flinders University:
 - (a) of any medical or other condition which I have that is pre-existing or which develops during the Internship that may affect my ability to fully participate or continue in the Internship; and
 - (b) if I am unable to participate in the Internship because of illness or any other reason.
7. The Organisation will own all right and title to, and Intellectual Property in, all Client Records created by me at the direction or control of that Organisation during the Internship.
8. I hereby assign to Flinders University my entire right, title and interest in the Intellectual Property contained in, subsisting in or incorporated into the Student Materials created by me during the Internship (“**Created IP**”) on condition that Flinders University then assigns that Created IP to the Organisation in return for the grant to me of a non-exclusive, non-transferable, royalty free, perpetual licence to use the Created IP for academic (including assessment and research) purposes, publishing the results of my research and thesis, assessing me or my thesis, or any other non-commercial purpose agreed by the Organisation and Flinders University. **[IF THE INTERNSHIP IS PAID]** If I am participating in a paid Internship I will comply with the terms of my employment agreement with the Organisation and I acknowledge that Created IP will directly vest in the Organisation, as my employer, in return for a grant to me of the licence in terms similar to those described in clause 8 above.
9. **[IF THE INTERNSHIP IS UNPAID]** I will not be paid during my Internship with the Organisation, that my Internship is not employment, and that the Organisation is under no obligation to provide me with employment at the end of my Internship.

Definitions:

“**Client Records**” means an Organisation’s client (including patients, customers, suppliers, subcontractors, students and other recipients of services) record and/or associated administrative record which identifies a client, or group of clients, and which is created by the student on Internship at the direction or control of the Organisation staff during the course of the student’s Internship.

“**Confidential Information**” means confidential information of the Organisation including the following information (to the extent not in the public domain) whether verbal, written, electronic or in some other form:

- (a) information relating to an Internship;
- (b) knowledge or information regarding the business transactions, affairs, property, policies, procedures or activities of the Organisation;
- (c) information marked confidential;
- (d) information which the Organisation advises the student on Internship, is confidential; and
- (e) Client Records.

“Intellectual Property” means any and all intellectual and industrial property rights throughout the world, whether registered, pending, registrable or unregistered, including rights in, or in respect of, or in connection with:

- (a) Confidential Information;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) inventions, patents, innovation patents, provisional patents, proofs of concept and similar rights;
- (d) trade marks, service marks, business names, certification marks and domain names; and
- (e) designs and circuit layouts, whether or not now existing, and includes any right to apply for the registration of such rights and includes all renewals and extensions.

“Organisation” (whether specified as an ‘Internship Organisation’, ‘Industry Partner’ or other name in the relevant agreement with Flinders University) means the organisation which has agreed to provide an Internship to the Student for the purposes of the Student’s studies with Flinders University.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion but does not include information in respect of an individual;

- (a) who consents to the disclosure of that information and subject to the express terms of that consent; or
- (b) required to be disclosed to enable further health treatment or service provision to be provided to that individual by the Organisation.

“Sensitive Information” means any Personal Information that is about an individual’s:

- (a) health, health treatment, or other medical needs;
- (b) race, ethnicity or religion;
- (c) professional or political affiliations and memberships;
 - (d) criminal record;
 - (e) sexuality;
 - (f) disability status;
 - (g) religious or philosophical beliefs;
 - (h) trade union membership; or
 - (i) genetic or biometric data.

“Student Materials” means any material, including but not limited to original works, documents, computer software, and data stored by any means created in whole or in part by the student whilst on Internship.