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## APRINTERN UPDATED AGREEMENT – STANDARD AGREEMENT

### *List of major changes*

Please note: The Updated Agreement will come into effect as of 01/01/2022

Section	Type of Change	Previous Agreement	Updated Agreement	Details
General	Text replaced	Intern; The Intern	Intern(s); An Intern	Text replaced - now plural throughout
Introduction	Text added	This agreement sets out the terms and conditions under which the Parties will carry out the APR Intern Program.	This agreement <b>is between AMSI, the Industry Partner and the Student Institution</b> and sets out the terms and conditions under which the Parties will carry out the APR Intern Program.	“is between AMSI, the Industry Partner and the Student Institution and” added
I. Program Management	New item added	N/A	1.7 The Student Institution warrants that each Intern is enrolled, and will remain enrolled for the duration of the Agreement, in a course at the Student Institution [and that the Internship is a requirement of that course *delete words in brackets if not applicable].	New item added
	Text added	1.10 The Industry Partner will provide, at its cost, the necessary oversight, office space and equipment at one or more Industry Partner Worksites as necessary for the Intern to undertake the Project. Although the Intern will largely undertake the Project at the Industry Partner Worksite(s) and under the supervision of the Industry Partner, the Industry Partner will allow the Intern to consult with the Academic Mentor on a regular basis regarding the Project.	1.11 <b>Unless agreed that the Project will be undertaken remotely</b> , the Industry Partner will provide, at its cost, the necessary oversight, office space and equipment at one or more Industry Partner Worksites as necessary for the Intern(s) to undertake the Project. Although an Intern will largely undertake the Project under the supervision of the Industry Partner, the Industry Partner will allow	“Unless agreed that the Project will be undertaken remotely,” added

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			Interns to consult with the Academic Mentor on a regular basis regarding the Project.	
Text added	1.13 (c) The Industry Partner:  will provide appropriate orientation and training for the Intern in relation to the Industry Partner's policies and safe work procedures, including providing information about the environmental, health and safety requirements at the Industry Partner Worksite(s) that are relevant to the Internship;		1.14 (c) The Industry Partner:  will provide appropriate orientation, <b>instructions</b> and training for Interns in relation to the Industry Partner's policies and safe work procedures, including providing information about the environmental, health and safety requirements at the Industry Partner Worksite(s) that are relevant to the Internship;	"instructions" added
New item added	N/A		1.15 Should an Intern fail or omit to comply with a policy, procedure or reasonable instruction of the Industry Partner, or behave in a manner that is unsafe or unprofessional, or conduct the Project incompetently, the Industry Partner will immediately inform the Student Institution and the Parties will establish processes for the continuation of the Project.	New item added
New item added	N/A		1.18 For the avoidance of doubt, AMSI acknowledges and agrees that the APR Facilitator acts for and on behalf of AMSI, and that AMSI is responsible for the acts or omissions of the APR Facilitator in relation to this Agreement on the basis that the APR Facilitator is acting as its employee.	New item added
Text replaced	1.16 The Student Institution must use its <b>best endeavours</b> to ensure that within thirty days from the end of the Internship the Intern provides:		1.19 The Student Institution must use <b>reasonable endeavours</b> to ensure that within thirty days from the end of the Internship the Intern(s) provides:	"best endeavours" replaced with "reasonable endeavours"
Text replaced	1.17 The Student Institution and the Academic Mentor <b>will endeavour</b> to ensure that the Intern provides the		1.20 The Student Institution and the Academic Mentor <b>will use reasonable endeavours</b> to ensure that	"will endeavour" replaced with "use reasonable endeavours"

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		Industry Partner with a draft of the Final Report and the Intern Executive Summary by the date specified in the Project Plan.	Interns provides the Industry Partner with a draft of the Final Report and the Intern Executive Statement by the date specified in the Project Plan.	
2. Finance	Text replaced	2.5 The Student Institution must use its <b>best endeavours</b> to make the initial payment to the Intern within 2 weeks of execution of <b>this agreement</b> .	2.5 The Student Institution must use its <b>reasonable endeavours</b> to make the first payment of the Student Internship Scholarship to the Intern(s) within 2 weeks of <b>the Start Date</b> .	“best endeavours” replaced with “reasonable endeavours”  “within two weeks of execution of this agreement” replaced with “within two weeks of the Start Date”
3. Intellectual Property	Text replaced Text added	3.2 Accordingly, AMSI and the Student Institution hereby assign all of their respective right, title and interest in any Project Intellectual Property (and, in the case of the Student Institution, procure that any right, title or interest of the <b>Academic Mentor</b> be assigned, whether directly or through the Student Institution) to the Industry Partner on and from its creation (including by way of assignment of future Intellectual Property) and agree to sign any document or do anything reasonably necessary to enable the Industry Partner to secure or perfect such ownership.	3.2 Accordingly, AMSI and the Student Institution hereby assign all of their respective right, title and interest in any Project Intellectual Property (and, in the case of the Student Institution, procure that any right, title or interest of <b>an Intern</b> be assigned through the Student Institution) to the Industry Partner on and from its creation (including by way of assignment of future Project Intellectual Property) and agree to sign any document or do anything reasonably necessary to enable the Industry Partner to secure or perfect such ownership <b>at the cost of the industry Partner</b> .	“Academic Mentor” replaced with “an Intern”  “at the cost of the industry Partner” added
4. Publications	Text added	4.2 In order to encourage and recognize the academic endeavours of the Intern:	4.2 In order to encourage and recognize the academic endeavours of Interns <b>and the Student Institution</b> :	“and the Student Institution” added
	Text added	4.2 (a) the Industry Partner agrees that it will acknowledge the Intern’s contribution in any publication or public	4.2 (a) the Industry Partner agrees that it will acknowledge the contributions of each Intern <b>and the Student Institution</b> in any publication or public disclosure	“and the Student Institution” added

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		disclosure made in respect of the Project or the Project Intellectual Property;	made in respect of the Project or the Project Intellectual Property;	
	New item added	N/A	4.3 (e) if the Industry Partner does not give an Intern or the Student Institution (as may be applicable) a reply within one (1) month of receiving the proposed publication then approval will be deemed to have been given.	New item added
	Text replaced	4.4 If the Internship is an assessable component of the Intern's course of study at the Student Institution and the Intern's <b>Thesis</b> refers to the Project or the Project Intellectual Property, the Industry Partner acknowledges that the Intern owns the Intellectual Property in his or her <b>Thesis</b> and agrees that nothing in this agreement will inhibit the right of an Intern to have his or her Thesis examined and a copy of their <b>Thesis</b> lodged in the Student Institution's library (including a digital copy), except that:	4.4 If the Internship is an assessable component of the Intern's course of study at the Student Institution and an Intern's <b>Assessment Materials</b> refer to the Project or the Project Intellectual Property, the Industry Partner acknowledges that an Intern owns the Intellectual Property in his or her <b>Assessment Materials</b> and agrees that nothing in this agreement will inhibit the right of an Intern to have his or her <b>Assessment Materials</b> examined.	"Thesis" replaced with "Assessment Materials"
	New item added	N/A	4.5 Where the Assessment Materials are a Thesis, the Industry Partner agrees that a copy of the Intern's Thesis will be lodged in the Student Institution's library (including a digital copy), except that:	New item added
5. Confidential Information	Text added	5. Confidential Information	5. Confidential Information <b>and Privacy</b>	"and privacy" added
	New item added	N/A	5.6 The Parties agree to handle all personal information in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic), including the Information Privacy Principles and the Health Privacy Principles and any code of practice and guidelines made under these Acts.	New item added
7. Disputes	Text replaced	7.1 If any dispute or difference arises in connection with the Internship between two or more of the Parties, the representative of those Parties must meet as soon	7.1 If any dispute or difference arises in connection with the Internship between two or more of the Parties, the representative of those Parties must meet as	"best endeavours" changed to "reasonable endeavours"

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		as possible to negotiate in good faith using their <b>best endeavours</b> to resolve the dispute or difference.	soon as possible to negotiate in good faith using their <b>reasonable endeavours</b> to resolve the dispute or difference.	
8. Termination	Text replaced	8.2 Where termination is for reasons other than breach by the Industry Partner, <b>the Party that invoiced the Industry Partner for the Industry Contribution will pay</b> to the Industry Partner a pro-rata refund of the Industry Contribution in respect of the time between the date of termination and the End Date.	8.2 Where termination is for reasons other than breach by the Industry Partner, <b>AMSI will pay</b> to the Industry Partner a pro-rata refund of the Industry Contribution in respect of the time between the date of termination and the End Date.	“the Party that invoiced the Industry Partner for the Industry Contribution will pay” changed to “AMSI will pay”
9. Definitions	Text added	AMSI means the Australian Mathematical Sciences Institute of Monash Road, The University of Melbourne.	AMSI means the Australian Mathematical Sciences Institute, <b>through the University of Melbourne (ABN 84 002 705 224)</b> of Monash Road, The University of Melbourne.	“through the University of Melbourne (ABN 84 002 705 224)” added
	New definition added	N/A	<b>Assessment Materials</b> means all written material created by an Intern in respect of the Internship which is permitted or required to be submitted to the Student Institution by an Intern to fulfil the Student Institution's requirements for the degree in which an Intern is enrolled with the Student Institution (including but not limited to any Thesis).	Definition of “Assessment Materials” added
	Text added	Confidential Information  but does not include information in the public domain, other than that which is in the public domain due to a breach of this agreement.	Confidential Information  but does not include i) information in the public domain, other than that which is in the public domain due to a breach of this agreement; <b>(ii) independently created by the Receiving Party without having accessed the Confidential Information of the Disclosing Party; and (iii) already known to the Receiving Party prior to disclosure by the Disclosing Party.</b>	Text added
	Text added	Intern means the student at the Student Institution specified as the Intern in Item 2 of the Schedule.	Intern means the student or students <b>enrolled</b> at the Student Institution specified as an Intern in Item 2 of the Schedule.	“enrolled” added

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	Text replaced	Project Intellectual Property means any Intellectual Property which is created, developed or discovered by the Intern as a direct result of the Intern carrying out the Project, including copyright and other Intellectual Property subsisting in the Final Report and the Impact Statement (excluding copyright in an Intern's <b>Thesis</b> if the Internship is an assessable component of the Intern's course of study at the Student Institution).	Project Intellectual Property means any Intellectual Property which is created, developed or discovered by an Intern as a direct result of the Intern carrying out the Project, including copyright and other Intellectual Property subsisting in the Final Report and the Impact Statement (excluding copyright in an Intern's <b>Assessment Materials</b> if the Internship is an assessable component of an Intern's course of study at the Student Institution).	"Thesis" replaced with "Assessment Materials"
	Text replaced	Stipend means the amount payable to the Intern as set out in Item 12 of the Schedule.	Student Internship Scholarship means the amount payable to an Intern as set out in Item 12 of the Schedule.	"Stipend" replaced with "Student Internship Scholarship"