

# Internship – Application form 2021



The Australian Museum (AM) offers internships to students currently enrolled in relevant courses at recognised Australian tertiary institutions. Internship placements are limited and subject to availability. To apply for an internship, applicants must:

- Complete and sign Section A of this Application
- Have their course supervisor endorse the application in Section B below (applications without endorsement will not be considered)
- Attach applicant's CV (maximum 2 pages)
- Read through AM Internship Agreement in Section C as these are the terms and conditions you and your tertiary institution will have to sign if your application is successful.

Personal information provided will be handled in accordance with the AM's Privacy Policy.

If you have any questions, please contact either the AM Volunteers Administrator:  
[miriam.arndt@Australian.Museum](mailto:miriam.arndt@Australian.Museum)

or the AMRI Project and Communications Officer:  
[amri@Australian.Museum](mailto:amri@Australian.Museum)

## SECTION A

### Applicant Details

First Name

Last Name

Email

Mobile

Applicant Address

Medical conditions the AM should know about:

The AM strives to be a leader in providing an accessible and inclusive working environment. Please provide any access requirements you may have to effectively undertake an internship with the AM.

Working with Children Check (if applicable)

Yes No

Are you an Australian citizen?

Yes No

Are you a legal resident of Australia?

Yes No

### Emergency Contact

First Name

Last Name

Relationship to you

### Tertiary course details

(you must be currently enrolled with a recognised tertiary institution)

Name of organisation

Qualification enrolled in

Year of study in 2021

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## AM Internship program you are applying for

Outline the kind of work you would like to pursue at the AM (150 words)

Outline your current experience in relation to the proposed interest area (150 words)

## Availability for AM Internship

(indicative, subject to Internship Agreement)

Start Date

/ /

End Date

/ /

Hour requirement

Day availability (please check)

Mon    Tue    Wed    Thu    Fri    W/E

## Applicant's signature

I, \_\_\_\_\_, confirm that the information I have provided in this application is true and correct. I understand that:

- a) This application is not complete without the endorsement of my supervisor in Section B and will not be considered by the Australian Museum without it.
- b) I have had an opportunity to review the Terms and Conditions (Section C) of the AM Internship Program and seek my own independent legal advice.
- c) If my application is successful, I understand that both my tertiary institution and I must execute the AM Internship Agreement before I can commence the Internship Program.

**Signature**

**Date**

/ /

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## SECTION B

### Tertiary Institution endorsement

Supervisor's name

Title

Faculty

Tertiary Institution

Email

Contact number

Notes

I, \_\_\_\_\_, confirm that:

- a) \_\_\_\_\_, is currently enrolled in \_\_\_\_\_ at \_\_\_\_\_ and that participation in the AM Internship Program will assist in the applicant meeting their course requirements.
- b) In the event the applicant is successful in being selected for an Internship, I understand that I will be contacted by the Administrators of the Program to confirm Program details and be the first point of contact regarding the Intern's conduct and adherence to the AM's policies while on site; and
- c) I am responsible for ensuring that the Terms and Conditions (Section C) of the AM Internship Program are reviewed by my institution's legal department and are duly executed by an authorised representative of Course prior to the commencement of the Program.

Signature

Date

/ /

## SECTION C

### AM Internship Agreement

Item 1: Parties

Intern name and address

Tertiary Institution (Name/ABN/Address)

**The Australian Museum Trust,**  
trading as the Australian Museum (ABN 85 407 224 698) of 1  
William Street, Sydney NSW 2000

Item 2: Term

Agreement Start Date

/ /

Agreement End Date

/ /

Internship Start Date

/ /

Internship End Date

/ /

Item 3: Policies and procedures

The following policies and procedures apply to this Internship and copies made available for the Intern:

Code of conduct

Other

Intellectual Property

Workplace Health & Safety

Social Media

Item 4: Special Conditions

**PARTIES**

The Party described in Item 1 of the Summary Schedule as the Intern (Intern)

**AND**

The Party described in Item 2 of the Summary Schedule as the Tertiary Institution (Tertiary Institution)

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## BACKGROUND

- A. AM is Australia's first museum. The AM's purpose is to make nature, indigenous cultures and science accessible and relevant to everyone. The AM provides access, engagement and undertakes scientific research to increase understanding of natural history and culture, particularly of the Australasian region.
- B. The AM is re-commencing its Internship Program in 2021 and the Tertiary Institution desires the Intern to undertake the Internship to gain experience, knowledge and skills for academic credit as part of their course of studies.
- C. The Internship will be governed by the terms of this Agreement and the Internship Schedule as agreed between the Tertiary Institution and the AM.

## AGREED TERMS

### 1 Definitions and interpretation

1.1 In this Agreement:

#### **AM Volunteers Administrator**

means the coordinator for the Internship Program at the AM who is the AM's representative for any matters relating to the Internship Program.

#### **AM Website**

means the website at: [australian.museum/australian.museum/internships](http://australian.museum/australian.museum/internships)

#### **Application Form**

means the Internship Application Form made available by the AM on the AM website.

#### **Confidential Information**

means information of whatever description, whether in permanently recorded form or not, which:

- (a) relates to the Discloser's:
- i. business, operations or strategies;
  - ii. financial or marketing information;
  - iii. intellectual or other property; or
  - iv. customers, contractors, suppliers or competitors
- (b) is designated by the Discloser as confidential; or
- (c) the Recipient knows or ought to know is confidential; but does not include information which
- (d) is or becomes public knowledge other than by breach of this Agreement; or
- (e) as established by written evidence, has been developed or acquired independently of the Discloser.

#### **Course**

means the course of study in which the Intern is enrolled and will attain credit for the Internship.

#### **Discloser**

means a Party who discloses Confidential Information.

#### **Intellectual Property**

means statutory and other proprietary rights in respect of trade marks, designs, patents, circuit layouts, copyright, plant breeders rights, confidential information, know-how and all other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields but does not include copyright in an Intern's course work or thesis.

#### **Internship**

means a placement for a period of attendance for work experience undertaken with the AM by the Intern under the terms of this Agreement and for Course credit.

#### **Internship Schedule**

means the agreed program for the Intern to undertake at the AM to satisfy the requirements set out in clause 3.2.2.

#### **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 a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

#### **Special Conditions**

means those items specified in Item 4 of the Summary Schedule that the Parties agree will apply to the Internship.

#### **Supervisor**

means the nominated Tertiary Institution supervisor who is the first point of contact for the AM and the Intern in relation to the Internship.

1.2 Capitalised terms not defined in this Agreement have the meaning set out on the AM Website.

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## **2 Internship**

- 2.1 The Intern warrants that they:
- 2.1.1 are an Australian Citizen or a legal resident of Australia;
  - 2.1.2 are currently enrolled in an Australian tertiary level course (or equivalent as approved by the AM);
  - 2.1.3 have completed the Application Form truthfully;
  - 2.1.4 have obtained their course supervisor's endorsement in Section B of the Application Form; and
  - 2.1.5 agree to abide by the terms of this Agreement.
- 2.2 The Tertiary Institution:
- 2.2.1 is a recognised educational institution under Australian law;
  - 2.2.2 has enrolled the Intern in the course and warrants that the Intern's participation in the AM Internship Program will go towards meeting the Intern's course requirements.

## **3 Internship**

- 3.1 Internships are considered and offered at the complete discretion of the AM and no correspondence will be entered into.
- 3.2 Internships are subject to
- 3.2.1 the availability of suitably qualified AM staff to provide the Intern with supervision and guidance while they participate in the Internship Program; and
  - 3.2.2 the Tertiary Institution and the AM agreeing an appropriate program (Internship Schedule) for the Intern which sets out:
    - a. Intern's hours of work and any absence provisions;
    - b. outline and objectives for the Internship.
- 3.3 Subject to 3.2:
- 3.3.1 the Tertiary Institution agrees that the Intern may undertake the Internship with the AM for course credit; and
  - 3.3.2 the AM agrees that the Intern may undertake the Internship with the AM, in accordance with the terms of this Agreement.
- 3.4 The AM permits the Intern to enter and remain on its premises for the Term (Item 2 of the Summary Schedule) for the purposes of completing the Internship subject to Intern's compliance with clause 3.3.
- 3.5 The AM has a duty of care to the Intern under relevant workplace health and safety legislation, codes of practice and Australian standards to ensure that there is provision of:
- 3.5.1 a safe workplace;
  - 3.5.2 a safe work system;
  - 3.5.3 adequate supervision and training;
  - 3.5.4 induction to site, equipment and system of work; and
  - 3.5.5 appropriate risk assessment, consultation and sharing of relevant information relating to workplace health and safety and welfare of workers.
- 3.6 In the event of any inconsistency between the provisions of the Internship Schedule and this Agreement, the terms of the Internship Schedule will prevail to the extent of the inconsistency.

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## 4 Term and termination

- 4.1 This Agreement commences on the Start Date and expires on the End Date as set out in the Term (Item 2 of Summary Schedule) unless terminated earlier in accordance with this clause 4, but may be varied, terminated or extended by written agreement of the Parties.
- 4.2 The Internship commences on the Internship Start Date and expires on the Internship End Date as set out in the Term (Item 2 of Summary Schedule) unless terminated earlier in accordance with this clause 4.
- 4.3 The AM reserves the right to suspend, terminate or revoke the Internship at any time and for any reason. In that event, the Intern and Tertiary Institution will be notified immediately in writing (including via email) and the AM will not be liable to compensate, reimburse, offer alternative opportunities or any other opportunity in lieu of the Internship.
- 4.4 This Agreement may also be terminated:
  - 4.4.1 at the end of the Term;
  - 4.4.2 automatically where the Intern withdraws or is no longer enrolled in the Course set out in the Application Form;
  - 4.4.2 by the Tertiary Institution or the Intern immediately in the event of a breach of a provision of this Agreement by the AM where the breach is not capable of remedy within 7 days of the AM being notified in writing of the breach; and
  - 4.4.3 by the AM in exercising its rights under clause 4.3, where in the AM's reasonable opinion the Internship cannot continue.
- 4.5 In the event this Agreement is terminated, the AM and the Tertiary Institution agree:
  - 4.5.1 the progress and welfare of the Intern is a key consideration; and
  - 4.5.2 the AM and the Tertiary Institution will use their best endeavours to ensure that the Intern is not adversely affected by the termination or expiry of this Agreement and wherever possible is able to complete their Internship on the same or similar terms as provided under this Agreement.

## 5 Interns and insurance

- 5.1 Interns are not paid and not employed by the AM. For the avoidance of doubt, the AM is not responsible for any costs of the Intern attending the AM.
- 5.2 It is a condition of this Agreement that the Tertiary Institution:
  - 5.2.1 provide personal injury, accident, medical and personal liability insurance cover for the Intern while the Intern is undertaking the Internship, providing proof of coverage on request to the AM; and
  - 5.2.2 indemnify the AM in respect of any claims which result from the Intern's participation in the Internship caused by wilful misconduct, illegal conduct, loss or damage to any property, injury or death to anyone occasioned by the acts or omissions of the Intern contrary to the policies or instruction of the AM.
- 5.3 In consideration for the opportunity to undertake the Internship, the Intern agrees to:
  - 5.2.1 abide by the AM's Policies and Procedures (Item 3 of the Summary Schedule);
  - 5.2.2 abide by any Special Conditions (Item 4 of the Summary Schedule);
  - 5.2.3 abide by the directions of AM security;
  - 5.2.4 abide by the reasonable directions of AM staff;
  - 5.2.5 respect the AM's business and its staff and partners;
  - 5.2.6 attend AM induction prior to commencing the Internship at the date set out in Item 4 of the Summary Schedule;
  - 5.2.7 use all AM resources properly and return AM property to the AM on completion of the Internship;
  - 5.2.8 follow any Workplace Health and Safety procedures advised to the Intern by the AM and do not put any other person's health or safety at risk (which includes the obligation to report any health and safety risks or incidents to their AM supervisor or manager immediately.
  - 5.2.9 avoid conflicts of interest, seeking advice from your Supervisor or AM Volunteers Administrator in the first instance.

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## 6 Confidential Information

- 6.1 Each Party must keep confidential, and not use or disclose, any Confidential Information of the other Parties, except as permitted by this Agreement.
- 6.2 Each Party must use the Confidential Information of another Party only for the purposes of exercising its rights and complying with its obligations under this Agreement.
- 6.3 Each Recipient may disclose the Confidential Information of a Discloser in the following circumstances:
  - 6.3.1 the disclosure is required by law, by the Minister responsible for the Tertiary Institution or by the rules of any stock exchange upon which a Party's shares or those of its parent company or shareholders are listed;
  - 6.3.2 the disclosure is to:
    - a. an officer, employee, agent or contractor of the Recipient;
    - b. a professional legal adviser of the Recipient, acting in that capacity;but only to the extent that they need to know the Confidential Information for the purposes contemplated by clause 6.2 and only if, before disclosure, they have been directed by the Recipient to keep confidential all Confidential Information of the Discloser; or the Discloser consents in writing to the disclosure.
- 6.4 The Recipient must ensure that its officers, employees and contractors comply with this clause, and each Recipient must protect the Discloser's Confidential Information using the same degree of care that is used in protecting its own proprietary and confidential information.
- 6.5 The Recipient must notify the Discloser of, and take all steps to prevent or stop, any suspected or actual breach of this clause.
- 6.6 Where Confidential Information is contained in any Internship IP, any additional conditions required by the AM to protect its Confidential Information must be specified in the Internship Schedule.
- 6.7 The obligations of this clause 6 survive expiry or termination of this Agreement.

## 7 Intellectual property and publicity

- 7.1 Each Party retains ownership of any Background Intellectual Property it contributes in respect to each Internship and unless otherwise specified in the Internship Schedule, each Party grants to the other Parties a royalty-free, non-exclusive licence to use its Background Intellectual Property only to the extent that is necessary for the performance of each Internship pursuant to this Agreement.
- 7.2 In consideration for the opportunity to participate in the Internship, the Intern agrees that any intellectual property brought into existence by the Intern during the Internship belongs to the AM ("Internship IP") and the Intern consents to the AM using the Intern's works for its own purposes and agrees that such use by the AM will not be a breach of the Intern's moral rights in the works.
- 7.3 Unless prohibited by any separate confidentiality obligations imposed as a condition of your Internship, and subject to compliance with clause 7.4, the AM grants the Intern a perpetual, non-exclusive, royalty-free licence to use and reproduce (in whole or in part, whether edited, abridged or adapted) the Internship IP. The Intern may sub-license the Internship IP to the Tertiary Institution on the same terms. This licence will terminate where the Internship is revoked in accordance with clause 4.3 or 4.4.2.
- 7.4 Where the Intern is permitted to use the Internship IP in any paper, publication or thesis now or in the future, the Intern will acknowledge the AM in the following way, "This work was made possible by the Australian Museum."
- 7.5 The Intern may be asked to participate in reasonable AM marketing initiatives. Where the Intern participates in the initiative, the Intern consents to their image being used by the AM (whether attributed or not) in perpetuity to promote the AM, the Internship program, for the AM's archival use, and for the general purposes of promoting the AM and its activities without recompense to the Intern.

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- 7.6 Unless prohibited by any separate confidentiality obligations imposed as a condition of your Internship in the Internship Schedule, the Intern may use social media to reflect on their experience of the Internship. In relation to the Internship, when using social media (whether on AM accounts or your personal accounts), you must bear in mind that you are representing the AM and must:
- 7.6.1 write in the first person, identifying who you are and that you are an Intern, and use the following disclaimer, "The views expressed are my own and do not reflect the views of the Australian Museum"; and
  - 7.6.2 abide by any other guidelines for use of social media provided to you by the AM.
- 7.7 You will be responsible for the statements made by you in any social media.
- 7.8 You acknowledge that the AM owns valuable rights in its name and brand. Except for the acknowledgements in clause 7.4, the Intern will not, without the prior written consent of the AM:
- 7.8.1 Use any of the AM's intellectual property (including the design, image, likeness, logo or name ("Brand") in any form, design, style or representation) in any manner whatsoever, including in connection with any advertising or promotion of any goods or services; or
  - 7.8.2 Engage in any activity (including social media) that suggests a connection or association with the AM other than the Internship.
- 7.9 The obligations of this Clause 7 survive the expiry or termination of this Agreement.

## **8 Personal Information**

- 8.1 The Intern's personal information will be handled in accordance with the AM's Privacy Policy, as updated from time to time.
- 8.2 The AM is obliged to comply with the Privacy and Personal Information Protection Act 1998 (NSW).
- 8.3 The general obligations under this clause 8 survive the expiry or termination of this Agreement.

## **9 General**

- 9.1 This Agreement and the Application form and the Internship Schedule (when signed by the AM and the Tertiary Institution) form the entire agreement between the Parties as to the subject matter.
- 9.3 This Agreement may be amended or varied from time to time provide that such amendment or variation is evidenced in writing and signed by the Parties.
- 9.4 Nothing in this Agreement is intended to create any relationship of agency, employment or partnership or gives any party the right to incur any obligations or liability on behalf of another party.
- 9.5 If any provision of this Agreement offends any law applicable to it then:
  - 9.5.1 Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
  - 9.5.2 In any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.
- 9.6 This Agreement is governed by and must be construed in accordance with the laws of the State of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Agreement.



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**EXECUTED as an agreement.**

Signed by Intern

Signature of Intern

Name of Witness

Signature of Witness

Date

/ /

Signed on behalf (university & ABN)

by its authorised representative

Signature of authorised representative

Name of Witness

Signature of Witness

Date

/ /

Signed on behalf of the Australian Museum Trust  
(ABN 85 407 224 698) by its authorised representative

Signature of Director & CEO

Kim Mckay AO  
Director & CEO

Name of Witness

Signature of Witness

Date

/ /