10 March 2022

Manager’s Name

Firm Name

Address 1

Address 2

Wellington

Dear MANAGER

**STUDENT PROJECT PARTNERSHIP**

Thank you for agreeing to work with Victoria University of Wellington (*Victoria*) on a Student Project Partnership for a student from Victoria to work with your organisation (*Provider*) on the project described in the Schedule (*Project*). This letter records the basis on which the Project will be provided. Defined terms used in this letter include those meanings set out in the Schedule.

The Provider will provide the Project, including the Practicum Component, consistent with the details set out in the Schedule and on the following basis:

1. As the position is of a voluntary nature, the Provider is not an employer and nothing creates a relationship of employer and employee between the Provider and the Student. The Student will not receive any remuneration, gain or reward from the Provider for the Project. The Employment Relations Act 2000 and other law governing employment within New Zealand will not apply to the Project.
2. There is no expectation that the Student will receive any future paid employment from the Provider.
3. To the extent that the Student requires a study visa to complete an Engineering/Research project Course (ENGR489/COMP489/ELCO489/CGRA489/COMP588), the Student confirms that he/she holds a current study visa. The Provider agrees that it will, upon request, provide written confirmation to Immigration New Zealand that Student will not receive any remuneration, gain or reward from the Provider for the Project. Victoria agrees that it will, upon request, provide written confirmation to Immigration New Zealand that the Project is a requirement of the Course.
4. The Student will during completion of the Project:
	1. comply with all applicable laws;
	2. comply with the Provider’s health and safety policies, confidentiality and disclosure of sensitive information policies and all other policies of the Provider, provided that the Provider must provide copies of such policies to the Student and Victoria’s course co-ordinator;
	3. comply with the reasonable instructions of the Provider from time to time; and
	4. take reasonable care for his/her own health and safety and take reasonable care to ensure that he/she does not do anything to affect the health and safety of others.
5. Notwithstanding clause 4(b) and any other clause in this letter, the Provider agrees that the Student may share and publish such information relating to the Project to the extent reasonably necessary in order for the Student to fulfil his/her course examination requirements.
6. Victoria and the Provider will retain their ownership of their respective pre-existing intellectual property and information that they may make available for the purpose of and relating to the Project. Ownership of intellectual property rights and information relating to the Project shall be owned by the Provider. Victoria will be entitled to use these rights and this information on a non-exclusive, royalty-free basis for research and teaching purposes only, in perpetuity. Victoria will not have any obligation to contribute to costs incurred by the Provider to protect any intellectual property rights in the Project.
7. Victoria’s insurance policies will provide certain types of liability and professional indemnity cover for the Student. Victoria’s liability to the Provider, the Student or any other person in relation to the Project is limited to the extent that Victoria is able to obtain recovery under its insurance policies.
8. Where the Provider wishes to terminate the Project before the end of the Term and the Student is reliant on completing the Project to complete the Course, the Provider will discuss such termination with Victoria in advance.
9. Subject to the previous clause, Victoria or the Provider may terminate the Project at any time by giving written or email notice to each other and to the Student.
10. Upon completion of the Project, the Provider will provide to Victoria’s Course coordinator the number of hours that the Student completes during the Project and the information detailed in the Schedule. The Provider has the option whether to provide any other feedback to Victoria and/or the Student on the Student’s performance during the Project.
11. For the purposes of the Privacy Act 1993, the Student acknowledges and consents to the Provider and Victoria collecting and sharing the Student’s personal information relating to the Student’s involvement in and performance of the Project.

I agree to the basis on which the Project will be provided, as recorded in this letter.

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| --- | --- |
| Name of Student:  | Name of Provider:  |
| Signed:  | Name of authorized person:  |
| Date: | Signed:  |

Should any problems arise or you require further information, please contact me on 04-886 5333 or by email to <Craig.Watterson@vuw.ac.nz>

Yours Sincerely

Craig Watterson

Head of School

School of Engineering and Computer Science

Victoria University of Wellington

**Schedule**

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| --- | --- | --- |
| **1** | Description of the Project: | A Project on XXXXXXXXXX |
| **2** | Project objectives and deliverables: |  |
| **3** | Provider of the Project: | [insert business/ organisation name] (*Provider*) |
| **4** | Student’s name: | [insert name] (*Student*) |
| **5** | Timing for the Project: | Commencing on 11 March 2022 and ending on 14 October (inclusive) (*Term*) |
| **6** | Information to be provided by the Provider to Victoria’s Course Co-ordinator on completion of the Project | * Number of hours spent on the project (weekly and total)
* Artefacts/technical achievements made through the project.
* Any deviations from the original project goals.
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