



18 January 2021

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File Ref: GOV9.14.041

Dear Board Member

### **NOTICE OF MEETING**

Notice is hereby given pursuant to the Victor Harbor Horse Tram Authority Charter and Section 87(4) of the Local Government Act, 1999, as amended that a meeting for the **Victor Harbor Horse Tram Authority** has been called for:-

**DATE:** Monday, 18 January 2021

**TIME:** 3:30pm

**PLACE:** Via Zoom

Please find enclosed a copy of the Agenda for the meeting.

Yours faithfully

**Megan Whibley**  
**General Manager**

Victor Harbor Horse Tram Authority

*Please be advised that filming, photography and audio recording may take place at this meeting when the public and media are not lawfully excluded under Section 90 of the Local Government Act 1999.*



**1. Open Meeting/Welcome**

**2. Attendance**

Paul Brown (Chair)  
Cr Carol Schofield AM  
Nigel Catt  
Rachel Kennedy  
Natasha Hunt

Megan Whibley (General Manager VHHTA)  
Tamar Herron (Minute Secretary VHHTA)

Kellie Knight-Stacey (Director Corporate and Customer Service)

**3. Apologies**

Nil

**4. Reports for Decision**

4.1 PHD Application for Economic Benefit Analysis Report 3

**Next Meeting**

Tuesday 9 February 2021, 3pm – Encounter Room

**Meeting Close**

Victor Harbor Horse Tram Authority  
Board Meeting Agenda  
For meeting Monday, 18 January 2021  
Commencing at 3:30pm



**Please be advised**

- *That filming, photography and audio recording may take place at this meeting when the public and media are not lawfully excluded under Section 90 of the Local Government Act 1999.*
  
- *To comply with COVID-19 physical distancing requirements, places in the public gallery are limited and will be filled on a 'first in' basis.*



Meeting **Victor Harbor Horse Tram Authority**  
Date **18 January 2021**  
From **Megan Whibley**  
Subject **PhD Application for Economic Benefit Analysis Report**  
Report Number **4.1**

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## **RECOMMENDATION**

- 1. That the Victor Harbor Horse Tram Authority Board receive and note the PhD Application for Economic Benefit Analysis Report.**
- 2. That the Victor Harbor Horse Tram Authority Board approve the Victor Harbor Horse Tram Authority to enter into the APR Intern Agreement with the University of South Australia in recognition of the opportunity that an Economic Benefit Analysis PhD research task, undertaken by the successful candidate, provides vital information and benefits the Authority.**
- 3. That the Victor Harbor Horse Tram Authority Board approve the upfront payment of \$26,000 plus GST from the Authority operating budget towards fees for the APR Internship Program.**

## **INFORMATION**

### **Purpose**

This report is to seek The Victor Harbor Horse Tram Authority's (VHHTA) Board endorsement of an Economic Benefit Analysis being undertaken by the successful candidate, and payment of fees as outlined in the APR Intern Agreement, in recognition of the benefit the research task will provide to the Authority.

### **Background**

The APR Internship Program is an exciting initiative aimed at providing the intern with relevant professional training and skills within a workplace setting relating to their area of study through the intern carrying out a short self-contained project on a topic of mutual interest with the workplace partner. The Authority invited applications for an Economic Benefit Analysis study regarding the economic impacts of the Horse Tram on local and state businesses and community. A successful candidate applied and was selected for this research task. The program is a fantastic opportunity to gain an understanding of the importance of the Horse Tram to the Region. The program is provided by the University of

South Australia. There is an upfront fee of \$26,000 plus GST which the Authority is seeking the approval of the Board to have payment from the VHHTA operating budget.

### **Commentary**

The VHHTA has been investigating opportunities and different companies in regards to getting an Economic Benefit Analysis study done on the value of the Horse Tram to the business community, the region, the State and Australia. This opportunity is perfect for the VHHTA to get this important information so as to quantify its significant value to the Victor Harbor community at a cost that is heavily subsidized by the Government.

### **RISK ASSESSMENT**

The Board have a responsibility in accordance with the Charter to manage the business and other affairs of the Authority in accordance with this Charter, including to formulate strategic, management and business plans aimed at improving the business of the Authority, and research and economic benefit analysis may provide strong guidance for the Board. This is assessed as **low**.

### **REFERENCES**

The VHHTA Charter

### **BUDGET IMPLICATIONS**

20/21 – the internship requires an upfront payment of \$26,000 which will be offset by the causeway monitoring contract at a value of approximately \$36,000 to the 30 June 2021.

The net increase to the 20/21 budget is anticipated to be nil.

21/22 – The government rebate is payable on completion of the project and will account for an additional \$23,400 income in 21/22.

No additional funds required.

### **CONSULTATION**

The University of South Australia

## APR INTERN AGREEMENT

*Capitalised terms are defined in clause 11.*

### *Introduction*

This agreement sets out the terms and conditions under which the Parties will carry out the APR Intern Program. The primary objective of the APR Intern Program is for the Intern to gain relevant professional training and skills within a workplace setting relating to their area of study and for the participants to gain familiarity with each other's expertise and interests, through the Intern carrying out a short self-contained project at the Industry Partner on a topic of mutual interest.

### *Terms and Conditions*

#### **1. PROGRAM MANAGEMENT**

- 1.1 Each Party will carry out any specific tasks allocated to it in the Project Plan and perform its responsibilities under this agreement in a manner that facilitates the Intern applying theoretical and other knowledge gained from their study in a practical setting and producing the anticipated deliverables specified in the Project Plan.
- 1.2 The Parties agree that the Internship will:
  - (a) commence on the Start Date and end on the End Date, unless the Parties agree different dates in writing (in which event the Start Date and the End Date will be automatically amended accordingly); and
  - (b) be undertaken during the hours specified in Item 10 of the Schedule.
- 1.3 The Parties agree that there is no intention to create an employer/employee relationship between the Intern and the Industry Partner, between the Intern and the Student Institution, and/or between the Intern and AMSI during the course of the Intern undertaking the Internship and that the primary purpose of the Internship is for the Intern's education.
- 1.4 The Industry Partner will not require the Intern to carry out any functions or render any service as an employee of the Industry Partner.

#### *Student Institution's role and responsibilities*

- 1.5 The Student Institution will:
  - (a) organise for the Intern to undertake the research task set out in the Project Plan during the Internship;
  - (b) advise the Intern of any confidentiality, privacy and other obligations which may apply to the Intern during, and in some cases, after the Internship; and
  - (c) use its best endeavours to ensure that the Intern signs a deed substantially in the form provided in Annexure A and provide a copy of the signed deed to each of AMSI and the Industry Partner.
- 1.6 The Student Institution is responsible for ensuring that the Intern meets the eligibility requirements for the APR Intern Program. If for any reason the Intern ceases to be eligible for the APR Intern Program while undertaking the Internship the Student Institution must immediately notify the other Parties.

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  - (c) use its best endeavours to ensure that the Intern signs a deed substantially in the form provided in Annexure A and provide a copy of the signed deed to each of AMSI and the Industry Partner.
- 1.6 The Student Institution is responsible for ensuring that the Intern meets the eligibility requirements for the APR Intern Program. If for any reason the Intern ceases to be eligible for the APR Intern Program while undertaking the Internship the Student Institution must immediately notify the other Parties.

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

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- 1.7 The Student Institution will remain responsible for the overall control and discipline of the Intern, apart from reasonable direction provided on a day-to-day basis by the Industry Partner to the intern while they are undertaking the Internship at the Industry Partner's Worksite.
- 1.8 The Student Institution will appoint the Academic Mentor and ensure that the Academic Mentor is reasonably available to provide the Intern with guidance regarding the Project. Such guidance will be limited to discussing the Intern's approach to the Project and other general aspects of the Internship, at times mutually convenient to the Academic Mentor and the Intern.
- 1.9 The Industry Partner and AMSI acknowledge that neither the Student Institution nor the Academic Mentor guarantees the Intern's attendance or the quality of the Intern's work or any deliverables arising from the undertaking of the Project.

#### *Industry Partner's role and responsibilities*

- 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 The Industry Partner:
  - (a) is responsible for the supervision of the Intern while they are undertaking the Internship and will appoint appropriately qualified and experienced personnel to undertake the role of supervisor for the Intern; and
  - (b) will ensure the work undertaken by the Intern on the Internship and the level of supervision of the Intern is appropriate, taking into account their skills and level of experience and consistency with the Project Plan.
- 1.12 The Industry Partner has day-to-day duty of care of the Intern when the Intern is present at the Industry Partner Worksite(s). Neither the Student Institution nor the Academic Mentor will have any day-to-day duty of care for the Intern while he or she is on the Industry Partner Worksite(s) or otherwise carrying out the Internship.
- 1.13 The Industry Partner:
  - (a) will, on request, provide AMSI and the Student Institution with evidence that the Industry Partner has appropriate policies and safe work procedures in place to govern the Internship;
  - (b) will ensure that the health and safety of the Intern is not placed at risk while the Intern is present at the Industry Partner Worksite(s) and will comply with its obligations under applicable occupational, health and safety and equal opportunity and anti-discrimination laws in respect of the Intern;
  - (c) 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;
  - (d) will promptly notify AMSI and the Student Institution of any occupational health and safety, equal opportunity or discrimination issues or incidents that arise in respect of the Intern during the Internship;
  - (e) acknowledges and agrees that the Intern may notify AMSI and the Student Institution if the Intern is involved in any internal investigation at the Industry Partner; and



- (f) will allow the Student Institution and AMSI to inspect each Industry Partner Worksite, subject to meeting any reasonable security requirements of the Industry Partner, in order to assure itself that the Industry Partner is complying with clause 1.13(a), (b) and (c).

#### *AMSI's role and responsibilities*

- 1.14 AMSI will procure that the APR Facilitator:
  - (a) maintains contact with the other Parties and the Intern, monitors the progress of the Internship and offers guidance that may assist in ensuring successful completion of the Internship; and
  - (b) assists the Parties in exploring opportunities for further collaboration in areas relevant to the scope of the Internship.
- 1.15 AMSI will convene a final presentation at the end of the Internship involving the Intern, the Industry Partner, AMSI and the Academic Mentor. The purpose of this workshop is to report on the results of the Internship and the Project and evaluate outcomes.

#### *Reports*

- 1.16 The Student Institution must use its best endeavours to ensure that within thirty days from the end of the Internship the Intern provides:
  - (a) a confidential written report setting out the work undertaken through the Internship and the outcomes of the Internship and Project (**Final Report**). An example format for the Final Report is attached to the Project Plan; and
  - (b) a short written summary of the Internship and its outcomes in a form that is suitable for use and publication by AMSI and the Student's Institution to demonstrate the outcomes of the Internship (**Intern Executive Summary**). An example format for the Intern Executive Summary is attached to the Project Plan.
- 1.17 The Student Institution and the Academic Mentor will endeavour to ensure that the Intern provides the Industry Partner with a draft of the Final Report and the Intern Executive Summary by the date specified in the Project Plan. The Industry Partner shall have the right to remove any of its Confidential Information or any other information which it considers commercially sensitive from the Intern Executive Summary and Final Report and must provide the Intern with feedback on the draft Final Report and Intern Executive Summary within the applicable timeframe set out in the Project Plan.
- 1.18 Within 30 days from the end of the Internship, the Industry Partner must provide AMSI with a short written summary of the Internship and its outcomes in a form that is suitable for use and publication by AMSI (**Industry Impact Statement**).

## **2. FINANCE**

- 2.1 The Industry Partner must pay AMSI the Industry Contribution as set out in Item 11 of the Schedule within thirty (30) days after the issue of an invoice by AMSI.
- 2.2 Subject to receiving the Industry Contribution from the Industry Partner, AMSI must pay a portion of the Industry Contribution to the Student Institution as set out in Item 12 of the Schedule.
- 2.3 Without any deduction for administrative or other costs, the Student Institution must use the Industry Contribution for:
  - (a) a mentor fee, to be held or distributed by the Student's Institution in accordance with its own internal policies and regulations, but always with the primary intention of supporting the research of the Academic Mentor; and

- (b) a payment to the student as a stipend payment (which is not to recompense or reward for services rendered to the Student Institution or the Industry Partner and the Intern is not entitled to receive any remuneration or similar benefit for the Internship).
- 2.4 If any External Funding Contribution is available for the Internship, the Parties acknowledge that the External Funding Contribution is subject to any conditions listed in item 13 of the Schedule. The Parties will each use their best endeavours to meet the requirements of the provider of the External Funding Contribution. Subject to receiving the External Funding Contribution from the provider and the conditions of the External Funding Contribution being met, AMSI will distribute the External Funding Contribution as set out in Item 13 of the Schedule.
- 2.5 The Student Institution must use its best endeavours to make the initial payment to the Intern within 2 weeks of execution of this agreement.

### 3. INTELLECTUAL PROPERTY

- 3.1 Each Party:
  - (a) agrees that it will not have any claim, ownership or interest in another Party's Background Intellectual Property; and
  - (b) grants each other Party a non-exclusive, royalty-free licence for the use of any Background Intellectual Property made available by the granting Party but only for the duration of the Internship and to the extent necessary to carry out the Project and the Party's obligations under this agreement.
- 3.2 Ownership of any Project Intellectual Property will vest upon its creation in the Industry Partner. 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 Academic Mentor 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.
- 3.3 Each of AMSI and the Student Institution agrees to use reasonable endeavours not to engage in any act or omission which will prejudice the grant of patent or similar rights in Project Intellectual Property that is capable of registration.
- 3.4 The Industry Partner grants AMSI, the Student Institution and the Intern a non-exclusive, irrevocable, perpetual, royalty free licence to use and disclose the Project Intellectual Property for research and teaching purposes (but not commercialisation) and for the purposes of any publications permitted under clause 4.3, which licence must be exercised consistently with clause 5.

### 4. PUBLICATIONS

- 4.1 The Industry Partner grants AMSI and the Student Institution a non-exclusive, non-transferable, irrevocable and royalty-free licence to reproduce, publish, communicate to the public and otherwise use the Intern Executive Summary and the Industry Impact Statement for publicity and marketing purposes and other purposes connected with running the APR Intern Program.
- 4.2 In order to encourage and recognize the academic endeavours of the Intern:
  - (a) the Industry Partner agrees that it will acknowledge the Intern's contribution in any publication or public disclosure made in respect of the Project or the Project Intellectual Property, and

- (b) the Industry Partner agrees that the Intern or the Student Institution may publish or otherwise publicly disclose papers, abstracts and other materials regarding or referring to the Project or the Project Intellectual Property in accordance with clause 4.3.

4.3 If either the Intern or the Student Institution wishes to publish or otherwise publicly disclose papers, abstracts and other materials regarding or referring to the Project or the Project Intellectual Property, he, she or it must provide a copy of the proposed publication to the Industry Partner and must not publish (or allow the publication of) that publication unless and until the Industry Partner grants its approval or the publication is permitted (and made in accordance with) paragraph (c)(i), (iii) or (iv). The Industry Partner agrees:

- (a) to reply to the Intern or the Student Institution (as may be applicable) in writing within one (1) month of receiving a copy of the proposed publication stating whether it approves or does not approve the publication and, if it withholds approval, include in its response the basis for such withholding;
- (b) to give reasonable consideration to any request for approval of a publication made by the Intern or the Student Institution;
- (c) without limiting paragraph (b), not to withhold such approval unless:
  - (i) it reasonably believes that such publication would harm, prejudice or in any other way injure the interest which it has in the Project Intellectual Property, in which case publication may only proceed after a period of 12 months (in order to give the Industry Partner time to seek patent or other registered protection for the relevant Project Intellectual Property);
  - (ii) the publication includes any of the Project Intellectual Property and the Project Plan specifies that the Intern and the Student Institution will not seek to publish the outcomes of the Project;
  - (iii) it reasonably believes that such publication would harm, prejudice or in any other way injure the interest which it has in any other Intellectual Property Rights or any of its Confidential Information, in which case the Student Institution or Intern shall remove from the proposed publication the content that gives rise to that belief; or
  - (iv) where the Industry Partner is the Commonwealth of Australia, it reasonably believes that such publication would harm or prejudice the Commonwealth's national security interests, in which case the Intern or the Student Institution (as may be applicable) will amend the proposed publication to remove the content that gives rise to that belief; and
- (d) to notify and consult with AMSI and the Student Institution prior to making a decision to withhold approval under this clause 4.3.

4.4 If the Internship is an assessable component of the Intern's course of study at the Student Institution and the Intern's Thesis refers to the Project or the Project Intellectual Property, the Industry Partner acknowledges that the Intern owns the Intellectual Property in his or her Thesis 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 Thesis lodged in the Student Institution's library (including a digital copy), except that:

- (a) the Student Institution must ensure that the Intern provides a copy of the Thesis to the Industry Partner at least one month in advance of the Thesis being submitted for examination;
- (b) if one of the grounds set out in clause 4.3(c)(i) to (iv) applies to the Thesis, the Industry Partner may notify the Student Institution that it requires the examination of the Thesis to be undertaken by examiners bound by obligations of confidentiality, in which event the Student Institution must comply with that requirement; and

- (c) the Industry Partner may require that publication of the Thesis be delayed or otherwise withheld for the maximum allowable period in accordance with the Student Institution's policies for publication of theses containing confidential information, in which event the Student Institution must comply with that requirement.

## 5. CONFIDENTIAL INFORMATION

- 5.1 The Parties recognise that Confidential Information may be disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) for the purposes of the Project or be created, developed or discovered by the Intern as a direct result of the Intern carrying out the Project (in which event the Industry Partner is considered to be the Disclosing Party in respect of that Confidential Information for the purposes of this agreement).
- 5.2 The Receiving Party will keep the Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law and will not use the Disclosing Party's Confidential Information except as required to perform its obligations and exercise its rights under this agreement.
- 5.3 The obligation of confidentiality survives the conclusion of the Internship and continues until the Confidential Information lawfully becomes part of the public domain.
- 5.4 At the termination or end of the Internship the Receiving Party must return to the Disclosing Party or destroy any material forms of the Confidential Information of the Disclosing Party in the Receiving Party's possession or control including any documents originating from the Receiving Party to the extent they embody the Confidential Information of the Disclosing Party and the Receiving Party must not keep any copies in any form, except to the extent that:
  - (a) the Receiving Party has an ongoing licence to continue to use that Confidential Information under this agreement; or
  - (b) any copy is retained for the purpose of complying with the Receiving Party's legal obligations or in accordance with the Receiving Party's usual back-up procedures.
- 5.5 This clause 5 does not limit or supersede any confidentiality obligations under any separate agreement between any of the Parties and/or the Intern except to the extent expressly agreed in writing.

## 6. INSURANCE

- 6.1 Each Party shall effect and maintain adequate and appropriate insurances in respect of any liability or damage that it may suffer arising as a result of its participation in the Internship as contemplated in this agreement. The Student Institution will arrange for the Intern to be covered by the public liability and professional indemnity insurance policies of the Student Institution.

## 7. DISPUTES

- 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 as possible to negotiate in good faith using their best endeavours to resolve the dispute or difference.
- 7.2 If the Parties are unable to resolve any dispute or difference in accordance with clause 7.1 within thirty (30) days after any Party giving notice of the dispute or difference to the other party or parties to the dispute or difference, then the matter may be submitted by a Party to a person agreed by the parties to the dispute or difference (or failing agreement within a further ten (10) days, to a person appointed by the President of the Law Institute of Victoria or any similar or successor organisation) for determination.

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

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The costs of submission to the person appointed pursuant to this clause 7.2 will be met equally by the parties to the dispute or difference.

- 7.3 Nothing in this clause 7 will prevent a Party from seeking interlocutory relief from a court of appropriate jurisdiction. However, a Party shall not otherwise commence legal action in the event of a dispute or difference unless it has first complied with this clause 7.

## 8. TERMINATION

- 8.1 A Party may terminate the Internship and this agreement with immediate effect by giving notice to each other Party if another Party has materially breached this agreement and that Party fails to remedy that breach within 14 days of receiving notice requesting it to do so.
- 8.2 Where termination is for reasons other than breach by the Industry Partner, the Party that invoiced the Industry Partner for the Industry Contribution will pay 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.
- 8.3 Where the Industry Partner is entitled to a refund by AMSI under clause 8.2 and termination is for reasons other than breach by AMSI, the Student Institution will pay to AMSI a pro rata refund of the payment made to it by AMSI in respect of the time between the date of termination and the End Date. The Student Institution is solely responsible for advance payments made to the Intern in respect of the period after the termination date.

## 9. GST

- 9.1 If GST is payable on a Taxable Supply made under, by reference to or in connection with this agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 9.2 The recovery of the Consideration for any Taxable Supply made under this agreement is subject to the supplying Party issuing to the Party liable to pay for the Taxable Supply a valid tax invoice in respect of the supply.
- 9.3 Any reference to a cost or expense incurred by a Party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the Party for which the Party can claim an Input Tax Credit.
- 9.4 Unless the context indicates otherwise, capitalised terms in this clause 9 have the meaning given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 10. GENERAL

- 10.1 Any Special Conditions forms part of this agreement. Any Special Conditions take priority over the remaining terms and conditions of this agreement to the extent of any inconsistency between them.
- 10.2 The Parties are independent contracting parties and nothing in this agreement shall make a Party the agent, partner, employee or legal representative of another Party for any purpose whatsoever, nor does it grant a Party any authority to assume or to create any obligation on behalf of or in the name of another Party on any account whatsoever.
- 10.3 Any modification, variation, amendment or change to this agreement must be in writing and signed by each of the Parties.

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- 10.4 This agreement may be executed in counterparts. All counterparts taken together will be taken to constitute one agreement. Delivery of a signed electronic counterpart of this agreement, including by email attachment, will be an effective mode of delivery of a party's signed counterpart of this agreement.
- 10.5 The rights, duties, obligations and liabilities of the Parties will in every case, be several and not joint, nor joint and several.
- 10.6 The terms of this agreement constitute the entire agreement of the Parties with respect to the Internship and supersedes all prior oral and written representations and agreements.
- 10.7 This agreement is governed by the law applicable in Victoria. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.
- 10.8 Waiver of any provision of or right under this agreement must be in writing signed by the Party entitled to the benefit of that provision or right, and is effective only to the extent set out in such a written waiver.
- 10.9 Clauses 3, 4, 5, 8, 10.9 of this agreement and any other clause which by its nature survives this agreement survive the termination or expiry of this agreement.

## 11. DEFINITIONS

**Academic Mentor** means the person specified in Item 4 of the Schedule or any replacement academic appointed by the Student Institution to provide mentoring to the Intern in relation to the Internship.

**AMSI** means the Australian Mathematical Sciences Institute of Monash Road, The University of Melbourne.

**APR Facilitator** means the person specified in Item 1 of the Schedule or any replacement person appointed by AMSI from time to time to be responsible for monitoring the progress of the Internship and for providing technical or administrative assistance to the Parties and the Intern in relation to the Internship.

**Background Intellectual Property** of a Party means Intellectual Property owned or controlled by that Party that has been developed prior to or independently of this agreement, which that Party determines, in its sole discretion, to make available for the carrying out of the Project, as set out in Item 15 of the Schedule or otherwise designated in writing signed by an authorised representative of that Party.

**Confidential Information**, in relation to a Party, means all inventions, ideas, know-how, concepts, data, knowledge, analysis, technology, trade secrets, financial information and other commercially valuable information of that Party, of whatever description and in whatever form, which:

- (a) by its nature is confidential;
- (b) is designated by that Party in writing as confidential; or
- (c) a receiving Party knows or ought reasonably to have known is confidential,

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.

**End Date** means the last day of the Internship as specified in Item 9 of the Schedule, as varied under clause 1.2(a).

**External Funding Contribution** means any external funding to be paid towards the costs of the Internship, as specified in Item 13 of the Schedule.

**Final Report** has the meaning given in clause 1.16(a).

**Industry Contribution** means the amount specified in Item 11 of the Schedule.

**Industry Impact Statement** has the meaning given in clause 1.18.

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

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**Industry Partner** means the industry partner set out in Item 5 of the Schedule with whom the Intern will undertake the Internship.

**Industry Partner Worksite** means any premises (whether controlled by the Industry Partner or a third party) which the Industry Partner makes available to the Intern to access for the purposes of the Internship.

**Intern** means the student at the Student Institution specified as the Intern in Item 2 of the Schedule.

**Intern Executive Summary** has the meaning given to it in clause 1.16(b).

**Internship** means the internship to be undertaken by an Intern with an Industry Partner facilitated by AMSI pursuant to this agreement.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, patent rights, registered and unregistered trade marks, design rights, the right to have confidential information kept confidential, circuit layouts and plant varieties and all rights and interests of a like nature, together with the right to apply for any such protection, but excludes moral rights.

**Party** means each of AMSI, Industry Partner and the Student Institution and **Parties** means more than one or all of them, as the context requires.

**Project** means the research project described in the Project Plan.

**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 Thesis if the Internship is an assessable component of the Intern's course of study at the Student Institution).

**Project Plan** means the document set out in Annexure B, as varied by the written agreement of the Parties and the Intern from time to time.

**Special Conditions** means any conditions specified in Item 16 of the Schedule.

**Start Date** means the date the Internship commences as specified in Item 8 of the Schedule, as varied under clause 1.2(a).

**Stipend** means the amount payable to the Intern as set out in Item 12 of the Schedule.

**Student Institution** means the Australian education provider set out in Item 3 of the Schedule that appoints the Academic Mentor and is the institution of which the Intern is a student.

**Thesis** means any thesis which is permitted or required to be submitted to the Student Institution by the Intern to fulfill the Student Institution's requirements for the degree in which the Intern is enrolled with the Student Institution.

*Schedule*

ITEM	DETAILS	
1.	APR Facilitator	<p><b>Name:</b> David Beecham  <b>Position:</b> Business Development, APR Intern  <b>Email:</b> d.beecham@aprintern.org.au  <b>Phone:</b> 0490 124 374</p> <p><b>APR Intern billing details</b>            ABN: 84 002 705 224            APR Intern (c/o- The University of Melbourne)            Level 2, 21 Bedford Street            North Melbourne VIC 3051            contact@aprintern.org.au</p>
2.	Intern	<p><b>Name:</b> Laura Caitlin Tonkin Hodgson  <b>Email:</b> laura.hodgson@mymail.unisa.edu.au  <b>Mobile:</b> 0412 932 483</p> <p><b>Student visa:</b> Australian Citizen  <b>Student ID:</b> 110042019  <b>Degree Type:</b> PhD  <b>Study Load:</b> Full-Time</p>
3.	Student Institution	<p><b>Institution Name:</b> University of South Australia  <b>ABN:</b> 37191313308  <b>Department/School:</b> Business  <b>Legal Address:</b> 101 Currie Street Adelaide SA 5001</p> <p><b>Invoice Contact</b>            Name: Melissa Harvey            Email: melissa.harvey@unisa.edu.au            Phone: 08 8302 0896</p> <p><b>Legal Contact</b>            Name: Nancy Arthur            Email: nancy.arthur@unisa.edu.au            Phone: 08 8302 4059</p> <p><b>Scholarship Contact</b>            Name: Kelly Martin            Email: kelly.j.martin@unisa.edu.au            Phone: 08 8302 5069</p>



Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

# APR | NTERN

4.	<b>Academic Mentor</b>	<b>Academic Mentor</b> Name: Andrew Beer Email: andrew.beer@unisa.edu.au Phone: 08 8302 0711 Institution: University of South Australia Department/School: UniSA Business  <b>Principal Supervisor</b> Name: Andrew Beer Email: andrew.beer@unisa.edu.au Phone: 08 8302 0711 Institution: University of South Australia Department/School: UniSA Business
5.	<b>Industry Partner</b>	<b>Company Name:</b> Victor Harbor Horse Tram Authority <b>ABN:</b> 24592348014 <b>Address:</b> 1 Bay Rd Victor Harbor SA 5211  <b>Intern Supervisor</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266  <b>Industry Contact</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266  <b>Invoice Contact</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266
6.	<b>Project Title</b>	Assessment and Evaluation of the Horse Tram
7.	<b>Project Duration</b>	5 Months
8.	<b>Start Date</b>	01/02/2021

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

9.	End Date	01/07/2021
10.	Weekly Attendance Pattern	The intern will undertake the industry project four days per week (e.g. Monday to Thursday) and will meet with their academic mentor one day per week (e.g. Friday).
11.	Industry Contribution	<b>Standard Finance Model</b> Victor Harbor Horse Tram Authority to be invoiced by AMSI a total of <b>\$26,000 plus GST</b> . AMSI is to raise this invoice within five working days of this agreement being executed.
12.	Transfer of funds between Student Institution and AMSI	Student Institution to invoice AMSI a total of <b>\$20,500 plus GST</b> . The invoice is to be raised upon execution of this agreement. The Student Institution is to disburse: <ul style="list-style-type: none"><li>• <b>\$15,000</b> being for the Student's Scholarship at the rate of \$3,000 per month for the duration of the internship</li><li>• <b>\$ 5,500</b> being for the Academic Mentor fee to be paid to the Academic Mentor's research account</li></ul> <b>APR Intern billing details</b> ABN: 84 002 705 224 APR Intern (c/o- The University of Melbourne) Level 2, 21 Bedford Street North Melbourne VIC 3051 contact@aprintern.org.au
13.	External Funding Contribution (if applicable)	<b>National Research Internships Program (NRIP) 90% Rebate</b> Industry Partner to invoice AMSI 90% of the Industry Contribution for the internship. This invoice is to be raised within 5 business days following confirmation of eligibility by APR Intern. The following criteria must be completed for the Industry Partner to be eligible for the rebate: <ul style="list-style-type: none"><li>• The internship has reached its End Date</li><li>• An industry impact statement has been received by APR Intern, as outlined in the Project Plan</li><li>• The final report, approved by Industry Partner, submitted to APR Intern, as outlined in the Project Plan</li><li>• All invoice(s) are settled</li></ul>

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

# APRINTERN

14.	<b>Reimbursable expenses</b> (if any agreed)	There is no allocated expenses budget for this project but the VHHTA is happy to work with the intern to minimize travel where possible.
15.	<b>Register of Background Intellectual Property contributed to the Project</b> (if applicable)	UniSA: There is no background intellectual property to be declared by the University of South Australia.  Victor: There is no background intellectual property to be declared by Victor Harbor Horse Tram Authority.
16.	<b>Special Conditions</b> (if any)	Victor Harbor Horse Tram Authority have implemented appropriate preparations to comply with the Federal and State Governments' requirements regarding social distancing to ensure the safety of the intern and others. The intern will be able to complete the project outlined below online/remotely and they will be able to participate in workplace/team discussions via virtual meeting rooms. They will also have regular online discussions with their industry supervisor and academic mentor. The intern should monitor their University and host industry partner's policies regarding COVID-19 to ensure compliance.

Reference: INT - 0951  
Industry Partner: Victor Harbor Horse Tram Authority  
Student Institution: University of South Australia  
Student:

**SIGNING PAGES**

Signed for and on behalf of

**The Australian Mathematical Sciences Institute (AMSI)  
acting through The University of Melbourne**

ABN: 84 002 705 224

of address:

Building 161, c/-The University of Melbourne, Victoria 3010

by an authorised representative in the presence of:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name & Title of Authorised Representative

\_\_\_\_\_  
Name of Witness

Reference: INT - 0951  
Industry Partner: Victor Harbor Horse Tram Authority  
Student Institution: University of South Australia  
Student:

# APR ] NTERN

Signed for and on behalf of

**University of South Australia**

ABN: 37191313308

of address:

101 Currie Street Adelaide SA 5001

by an authorised representative in the presence of:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name & Title of Authorised Representative

\_\_\_\_\_  
Name of Witness

**Reference:** INT - 0951  
**Industry Partner:** Victor Harbor Horse Tram Authority  
**Student Institution:** University of South Australia  
**Student:**

APR ] NTERN

Signed for and on behalf of

**Victor Harbor Horse Tram Authority**

ABN: 24592348014

of address:

1 Bay Rd Victor Harbor SA 5211

by an authorised representative in the presence of:

---

Signature of Authorised Representative

---

Signature of Witness

---

Name & Title of Authorised  
Representative

---

Name of Witness

**ANNEXURE A**

*For students from universities where students own IP under the university's statute*

*Student Deed Poll*

THIS DEED POLL is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

by

<b>Name</b>		<b>(You or Your)</b>
<b>Address</b>		
<b>Phone</b>		
<b>University</b>	University of South Australia	
<b>Industry Partner</b>	Victor Harbor Horse Tram Authority	

**BACKGROUND**

- A. As part of the AMSI program, the University has made arrangements for You to attend a placement at the Industry Partner to gain practical training, experience and skills within a workplace relating to Your area of study.
- B. To facilitate this placement, the University, the Industry Partner and AMSI (through the University of Melbourne) have entered into an agreement which sets out each party's obligations in relation to the internship (the **APR Intern Agreement**).
- C. During the course of the placement, You may create or contribute to the creation of Intellectual Property, including copyright in Your Assessment Materials.
- D. Under the APR Intern Agreement, the University has agreed to assign all Intellectual Property created by You during the course of Your placement, other than the copyright in Your Assessment Materials, to the Industry Partner.
- E. You will own the copyright in Your Assessment Materials. The University will own all other Intellectual Property created by You during the course of the placement.
- F. This Deed sets out the terms on which You assign all Intellectual Property created by You during the course of the placement (other than copyright in Your Assessment Materials) to the University.

**OPERATIVE PART**

You agree:

**1. DEFINITIONS**

In this Deed:

**APR Intern Agreement** means the agreement entered into by the University, AMSI and the Industry Partner in respect of Your placement.

**Assessment Materials** means all written material created by You in respect of the placement for the purposes of Your assessment or reporting obligations to the University and includes any thesis which You are permitted or required to submit to the University to fulfill the University's requirements for the degree in which You are enrolled.

**Assignment** means assignment of the Placement Intellectual Property granted in this Deed.

**Background Intellectual Property** means any Intellectual Property that exists prior to or is created independently of the APR Intern Agreement.

**Confidential Information** means:

- a) all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of AMSI, the Industry Partner or the University which the Industry Partner or the University (Disclosing Party) regards as confidential to it or which is evident by its nature or the manner of its disclosure to You (Receiving Party) be confidential; and
- b) all copies, notes and records and all related information generated by You to the extent incorporated or derived from anything referred to in (a) above.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- c) available to the public at the date of its disclosure to You; other than through Your fault;
- d) at the date of its disclosure to You, already properly in Your possession in written form otherwise than by prior confidential disclosure from AMSI, the Industry Partner or the University;
- e) after the date of its disclosure to You, available to the public from sources other than You;
- f) after the date of its disclosure to You, properly available to You from a third party having no obligation of confidentiality to AMSI, the Industry Partner or the University; or
- g) required to be disclosed under law.

**Deed** means this Student Assignment and Confidential Information Deed Poll.

**Effective Date** means the date affixed at the top of the first page of this Deed.

**Industry Partner** means the organisation You attend for the purposes of a placement as provided for in the APR Intern Agreement.

**Industry Partner Worksite** means any premises (whether controlled by the Industry Partner or a third party) which the Industry Partner makes available to You to access for the purpose of the internship.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

**Placement Intellectual Property** means all Intellectual Property created by You or built upon the Background Intellectual Property of the University during the course of the placement, other than copyright in Your Assessment Materials.



Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

# APR ] NTERN

## 2. ASSIGNMENT

- 2.1 You hereby assign to the University all right, title and interest in the Placement Intellectual Property on and from the date on which the Placement Intellectual Property was or is created.
- 2.2 You acknowledge that the University will assign the Placement Intellectual Property (excluding its Background Intellectual Property which forms part of the Placement Intellectual Property) to the Industry Partner under the APR Intern Agreement.

## 3. CONFIDENTIAL INFORMATION

- 3.1 You acknowledge and agree that You must:
  - (a) keep all Confidential Information confidential;
  - (b) not use Confidential Information in any way which would be harmful to the best interests of the Disclosing Party; and
  - (c) not use any Confidential Information in any way other than for the purposes of your placement at the Industry Partner or preparation of your Assessment Materials without the prior written permission of the Disclosing Party.
- 3.2 You agree upon the written request of the Disclosing Party to return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and acknowledge that you must not keep any copies in any form.

## 4. FURTHER ACTION

You must, at the University's cost, do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the Assignment.

### EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED BY )

.....  
 Signature of  
 Laura Caitlin Tonkin Hodgson

.....  
 Signature of Witness

.....  
 Print Name of Witness

**ANNEXURE B***Project Plan*

The Project Plan represents the mutually agreed scope of work developed by the parties to address a research problem provided by the Industry Partner and to provide a professional development opportunity for the Intern.

The progress of the project will be monitored against the milestones, which will be clearly defined and be reasonably delivered by the due dates specified, taking into account the Intern's ability, access to resources and time allocated for education and mentoring.

**1. PROJECT BACKGROUND**

The Victor Harbor Horse Tram Authority (VHHTA) is a section 42 subsidiary of the City of Victor Harbor.

It is an iconic tourist attraction for the region and the State. The horse drawn tram travels from the mainland to Granite Island most days of the year. The Clydesdale horses are the star attraction. It is one of the last remaining active horse trams in the world.

**2. RESEARCH TO BE CONDUCTED**

In summary this is an economic, historic and broader benefit analysis of the Horse tram for the town, region and the State of South Australia. Such a valuation is important for a range of reasons including as an underpinning to apply for grants and securing funding and resourcing to protect this icon into the future.

The international economic benefit which has existed in the past has had a shift since Covid 19, however this element is expected to resume over the longer term. Developing an evidence-based framework and approach that can value the tram across time is an ideal output of this research.

Other area's that may require consideration with any research framework or approach include the impact of the whale season on visitor numbers, and general visits to the beach which result in tram rides but don't initiate the travel.

There is also scope to further expand the value of the horse tram into areas such as mental health therapy with horses, up close and personal VIP encounters with the beautiful Clydesdales. If consideration for the value of this additions can be incorporated into the report it would be considered of great value.

**3. EXPECTED OUTCOMES**

*APR Intern projects are collaborative research partnerships between the Industry Partner, Intern and Academic Mentor with the aim to address a specific challenge identified by Industry. They are not consultancy projects delivered by students.*

The key output is a report which determines the economic, historic and broader benefit of the Horse Tram to the region. Ideally a dollar value or range can be calculated with clear assumptions. It is also hoped that the intern will share the approach and value with key stakeholders (e.g. present to the board and council).

Ideally the valuation should be underpinned by an evidence-based framework and/or approach to determine the value, also allowing it be updated with changing circumstances into the future.

We welcome the student working on a joint publication in parallel with this report and/or using the knowledge from this project towards their thesis and or publication record.

## 4. INTERN TRAINING AND PROFESSIONAL DEVELOPMENT

*The primary purpose of the internship is for the education of the Intern by enabling them to apply their expertise to a real-world problem, experience the company environment, develop workplace skills and improve their work-readiness. It is expected that the Intern will work closely with industry staff who will mentor them throughout the internship.*

The student will report to the General Manager of the Authority and have the opportunity to experience and work in a tourist destination as well as S42 Authority which is required to engage closely with Council and the community. This will generate a range of unique experiences and sharing of information (e.g. scope to experience a busy tourist season on the back of Covid, feedback from council on the valuation). The project will also require the intern exploring the literature and talking to experts, including within local government and academia to determine how such a complex valuation can occur beyond the likes of visitor numbers, ticket sales and other obvious measures. There may be scope to draw on how art and historic items are valued as well as bring to life a more standard economic benefit valuation.

There is the scope to conduct some primary research with local businesses and / or visitors to Victor Harbor. Qualitative statements have already been collected from local businesses which support the value of the tram which was very apparent during a recent long closure to the causeway.

As well as GM support, the student will have the opportunity to draw on the Boards' experience in pulling this project together.

The internship will create the opportunity for the intern to build their professionalism including networking, business writing and presenting skills. Problem solving and project management skills will be utilised along with the technical skills to conduct the valuation. Feedback will be provided to ensure the intern can grow and develop during this time.

## 5. WORK PLAN

*A week by week draft schedule is being drafted by the parties at:*

<https://paper.dropbox.com/doc/APRIntern-Project-Overview--BCM48T3NTGVOwniKHStCfAAg-UodtDd0VqARxqHPIPFSp>

Objectives	Activities	Outputs	Due by
<b>Objective 1:</b> <i>Determine robust approach / framework for the economic, historic and broader benefit analysis of the Horse tram</i>	Literature review to determine framework / approach. Discuss with mentor and other specialist academics (if needed).	Will underpin the analysis and final report	Week 4: End of Feb.
<b>Objective 2:</b> <i>Primary Research</i>	Surveys with visitors and local businesses. Meet with key stakeholders.	Draft survey questions Pilot Conduct research Summarise findings	Week: Commencing week 5 (1 March) until w/c 19 April
<b>Objective 3:</b> APR Intern Mid-Term Presentation	Short presentation by Intern (Zoom or face to face) to Industry Partner and Academic Mentor summarising the status of the work.		Week: 11/12 (12 April)
<b>Objective 4:</b>	Summarise / analyse historic data.		Week 13 End April

<b>Objective 5:</b> Disseminate and get feedback from key stakeholders	<i>Prepare and present summary of valuation – including approach</i>	Presentation to VHHTA board and key members of council and APR Facilitator, Industry Partner and Academic Mentor	Week 16/17 End May / start of June – may need to fit with board and council dates so good to finalise date mid
<b>Objective 6:</b> <i>Undertake an economic, historic and broader benefit analysis of the Horse tram for the town, region and the State of South Australia</i>	Bring together the steps listed above	Report with valuation.	Week 19/20
<b>Objective 7:</b> APR.Intern Final Report	Provide a draft of the APR.Intern Final Report, Intern Executive Summary to the Industry Partner and Academic Mentor for review and approval prior to submission to the APR Facilitator a week before the final presentation.  Final 30 min presentation by Intern (zoom or face to face) to APR Facilitator, Industry Partner and Academic Mentor summarising the overall outcomes of the work.		Week: 20

## 6. BIOSAFETY OR ETHICS APPROVAL, EXPORT CONTROL, OR OTHER SPECIFIC PROJECT RESTRICTIONS OR LICENCES

*Does the project require biosafety or ethics approval/ratification by the Student Institution or require special Export Control considerations (assessment, licence or specific project restrictions)? For example, for work involving animals or the use of participant surveys.*

The VHHTA does not specifically require any ethics approval but is supportive of the intern undertaking this if useful for future publications.

## 7. HOW WILL THE PROJECT DEVELOP THE INTERN?

On completion of Laura's PhD she would like to be employed in industry or the government sector in a research-based role. This internship will help Laura prepare for such a role, giving her an opportunity to apply research skills in a professional setting and extend her industry networks. The internship will give Laura an opportunity to further improve her writing, data collection and analytic skills. Laura's PhD research and this internship both involve researching the tourism, local government and sustainable development for local communities.

The results of this internship may be included as an example of local government involvement in the local tourism sector and economy.

## 8. PUBLICATION OF RESULTS

*Referenced in Clause 4.3c(ii) of the Contract*

Mandatory –

The VHHTA is supportive of the project being summarised in an academic publication if useful to the intern. We ask to see any publication prior to publication to check for accuracy.

**9. FUTURE COLLABORATIONS**

VHHTA already has existing connections with the University of South Australia. Indeed, this internship has developed as a result of this relationship.

*APR.Intern Final Report Template**To be completed by the Intern, submitted to APR.Intern, and Reviewed by the Industry Partner*

This template is intended as a guide for the Final Report required by APR.Intern at the end of the internship project. It is not mandatory to use this format. The minimum standard for the Final Report is a generic overview of the research purpose, objectives, methodology and outcomes. The report may require disclosure of any IP developed from the research.

The purpose of the Final Report is to assess whether the objectives were met, outline the impact of the work for the Industry Partner and ensure sufficient recording of the research project is made available to the Industry Partner. The Final Report required for APR.Intern is 5-10 pages long. The Industry Partner may require additional documentation separate to this to finalise the internship.

**Please note:** The Final Report is protected under the Confidential Information Clause of the agreement. APR.Intern will request a copy for reporting purposes. The Industry Partner may request the removal of any IP or confidential information prior to submission to the APR.Intern Business Development contact and [contact@aprintern.org.au](mailto:contact@aprintern.org.au)

**1. SUMMARY OF PROJECT**

In about 200-300 words, please provide a description of the purpose, objectives and expected outcome of the research project.

Insert text here

**2. SUMMARY OF RESEARCH**

In 3-4 pages, describe the project, methodology and results using the headings below as a guide.

- a. Project Background**  
Insert text here
- b. Research Method**  
Insert text here
- c. Intern's Contribution**  
Insert text here
- d. Research Results and Outcomes**  
Insert text here
- e. Future Research**  
Insert text here
- f. Business Recommendations**  
Insert text here

**3. FINAL COMMENTS**

Insert any additional comments if applicable.

Insert text here

*APR.Intern Executive Summary Template**To be completed by the Intern, submitted to APR.Intern, and Reviewed by the Industry Partner*

The Executive Summary is a mandatory component of the APR.Intern program and is to illustrate the educational outcomes of the internship for the Intern. The Intern Executive Summary is to be completed in a manner that is suitable for publication and as such does not require the disclosure of any IP developed from the research.

The Intern Executive Summary may be disclosed to the student's institution upon request.

The Executive Summary will require review and approval by the Industry Partner to ensure no confidential information is disclosed.

Please note: The report requires review by the Academic Mentor and approval by the Industry Partner prior to submission to ensure no confidential information is disclosed. Please submit in PDF format to your APR.Intern Business Development contact and [contact@aprintern.org.au](mailto:contact@aprintern.org.au)

**1. SUMMARY OF RESEARCH PROJECT BACKGROUND & OBJECTIVES**

In about 100 words, please provide a description of the purpose and expected outcome of the project that is suitable for media or other publicity material.

Insert text here

**2. SUMMARY OF RESEARCH UNDERTAKEN**

In about 300 words, please provide a description of the research undertaken, in terms of methodology and your contribution to the research as an intern.

Insert text here

**3. SUMMARY OF THE EDUCATIONAL OUTCOMES**

In about 100 words, in plain language, summarise how the internship contributed to your professional development as a researcher. Discuss any challenges translation of research, research environment etc. that occurred during the internship?

Insert text here

**4. INTERN IMPACT STATEMENT**

In about 75 words, please outline the impact that the internship has had on you in terms of work-readiness and competitiveness for future employment.

Insert text here

**5. FINAL COMMENTS**

Insert any additional comments if applicable

Insert text here

*APR.Intern Industry Impact Statement Template*

*To be completed by the Industry Partner*

This template is intended as a guide for the Industry Impact Statement required by APR.Intern at the end of the internship project. The Industry Impact Statement is in to be completed by all Industry Partners as agreed to in Clause 4.1 of the APR.Intern Agreement and may be used for publicity and marketing purposes. The impact statement does not require disclosure of any IP developed from the research.

**1. IMPACT STATEMENT FOR THE INDUSTRY PARTNER**

In 250-300 words, please outline the research project outcomes and relevance/impact that the research will have on the organisation.

Insert text here



Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

APR ] N T E R N

- (f) will allow the Student Institution and AMSI to inspect each Industry Partner Worksite, subject to meeting any reasonable security requirements of the Industry Partner, in order to assure itself that the Industry Partner is complying with clause 1.13(a), (b) and (c).

#### *AMSI's role and responsibilities*

- 1.14 AMSI will procure that the APR Facilitator:
  - (a) maintains contact with the other Parties and the Intern, monitors the progress of the Internship and offers guidance that may assist in ensuring successful completion of the Internship; and
  - (b) assists the Parties in exploring opportunities for further collaboration in areas relevant to the scope of the Internship.
- 1.15 AMSI will convene a final presentation at the end of the Internship involving the Intern, the Industry Partner, AMSI and the Academic Mentor. The purpose of this workshop is to report on the results of the Internship and the Project and evaluate outcomes.

#### *Reports*

- 1.16 The Student Institution must use its best endeavours to ensure that within thirty days from the end of the Internship the Intern provides:
  - (a) a confidential written report setting out the work undertaken through the Internship and the outcomes of the Internship and Project (**Final Report**). An example format for the Final Report is attached to the Project Plan; and
  - (b) a short written summary of the Internship and its outcomes in a form that is suitable for use and publication by AMSI and the Student's Institution to demonstrate the outcomes of the Internship (**Intern Executive Summary**). An example format for the Intern Executive Summary is attached to the Project Plan.
- 1.17 The Student Institution and the Academic Mentor will endeavour to ensure that the Intern provides the Industry Partner with a draft of the Final Report and the Intern Executive Summary by the date specified in the Project Plan. The Industry Partner shall have the right to remove any of its Confidential Information or any other information which it considers commercially sensitive from the Intern Executive Summary and Final Report and must provide the Intern with feedback on the draft Final Report and Intern Executive Summary within the applicable timeframe set out in the Project Plan.
- 1.18 Within 30 days from the end of the Internship, the Industry Partner must provide AMSI with a short written summary of the Internship and its outcomes in a form that is suitable for use and publication by AMSI (**Industry Impact Statement**).

## **2. FINANCE**

- 2.1 The Industry Partner must pay AMSI the Industry Contribution as set out in Item 11 of the Schedule within thirty (30) days after the issue of an invoice by AMSI.
- 2.2 Subject to receiving the Industry Contribution from the Industry Partner, AMSI must pay a portion of the Industry Contribution to the Student Institution as set out in Item 12 of the Schedule.
- 2.3 Without any deduction for administrative or other costs, the Student Institution must use the Industry Contribution for:
  - (a) a mentor fee, to be held or distributed by the Student's Institution in accordance with its own internal policies and regulations, but always with the primary intention of supporting the research of the Academic Mentor; and

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- (b) the Industry Partner agrees that the Intern or the Student Institution may publish or otherwise publicly disclose papers, abstracts and other materials regarding or referring to the Project or the Project Intellectual Property in accordance with clause 4.3.
- 4.3 If either the Intern or the Student Institution wishes to publish or otherwise publicly disclose papers, abstracts and other materials regarding or referring to the Project or the Project Intellectual Property, he, she or it must provide a copy of the proposed publication to the Industry Partner and must not publish (or allow the publication of) that publication unless and until the Industry Partner grants its approval or the publication is permitted (and made in accordance with) paragraph (c)(i), (iii) or (iv). The Industry Partner agrees:
- (a) to reply to the Intern or the Student Institution (as may be applicable) in writing within one (1) month of receiving a copy of the proposed publication stating whether it approves or does not approve the publication and, if it withholds approval, include in its response the basis for such withholding;
- (b) to give reasonable consideration to any request for approval of a publication made by the Intern or the Student Institution;
- (c) without limiting paragraph (b), not to withhold such approval unless:
- (i) it reasonably believes that such publication would harm, prejudice or in any other way injure the interest which it has in the Project Intellectual Property, in which case publication may only proceed after a period of 12 months (in order to give the Industry Partner time to seek patent or other registered protection for the relevant Project Intellectual Property);
- (ii) the publication includes any of the Project Intellectual Property and the Project Plan specifies that the Intern and the Student Institution will not seek to publish the outcomes of the Project;
- (iii) it reasonably believes that such publication would harm, prejudice or in any other way injure the interest which it has in any other Intellectual Property Rights or any of its Confidential Information, in which case the Student Institution or Intern shall remove from the proposed publication the content that gives rise to that belief; or
- (iv) where the Industry Partner is the Commonwealth of Australia, it reasonably believes that such publication would harm or prejudice the Commonwealth's national security interests, in which case the Intern or the Student Institution (as may be applicable) will amend the proposed publication to remove the content that gives rise to that belief; and
- (d) to notify and consult with AMSI and the Student Institution prior to making a decision to withhold approval under this clause 4.3.
- 4.4 If the Internship is an assessable component of the Intern's course of study at the Student Institution and the Intern's Thesis refers to the Project or the Project Intellectual Property, the Industry Partner acknowledges that the Intern owns the Intellectual Property in his or her Thesis 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 Thesis lodged in the Student Institution's library (including a digital copy), except that:
- (a) the Student Institution must ensure that the Intern provides a copy of the Thesis to the Industry Partner at least one month in advance of the Thesis being submitted for examination;
- (b) if one of the grounds set out in clause 4.3(c)(i) to (iv) applies to the Thesis, the Industry Partner may notify the Student Institution that it requires the examination of the Thesis to be undertaken by examiners bound by obligations of confidentiality, in which event the Student Institution must comply with that requirement; and

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Student:

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The costs of submission to the person appointed pursuant to this clause 7.2 will be met equally by the parties to the dispute or difference.

- 7.3 Nothing in this clause 7 will prevent a Party from seeking interlocutory relief from a court of appropriate jurisdiction. However, a Party shall not otherwise commence legal action in the event of a dispute or difference unless it has first complied with this clause 7.

## 8. TERMINATION

- 8.1 A Party may terminate the Internship and this agreement with immediate effect by giving notice to each other Party if another Party has materially breached this agreement and that Party fails to remedy that breach within 14 days of receiving notice requesting it to do so.
- 8.2 Where termination is for reasons other than breach by the Industry Partner, the Party that invoiced the Industry Partner for the Industry Contribution will pay 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.
- 8.3 Where the Industry Partner is entitled to a refund by AMSI under clause 8.2 and termination is for reasons other than breach by AMSI, the Student Institution will pay to AMSI a pro rata refund of the payment made to it by AMSI in respect of the time between the date of termination and the End Date. The Student Institution is solely responsible for advance payments made to the Intern in respect of the period after the termination date.

## 9. GST

- 9.1 If GST is payable on a Taxable Supply made under, by reference to or in connection with this agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 9.2 The recovery of the Consideration for any Taxable Supply made under this agreement is subject to the supplying Party issuing to the Party liable to pay for the Taxable Supply a valid tax invoice in respect of the supply.
- 9.3 Any reference to a cost or expense incurred by a Party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the Party for which the Party can claim an Input Tax Credit.
- 9.4 Unless the context indicates otherwise, capitalised terms in this clause 9 have the meaning given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 10. GENERAL

- 10.1 Any Special Conditions forms part of this agreement. Any Special Conditions take priority over the remaining terms and conditions of this agreement to the extent of any inconsistency between them.
- 10.2 The Parties are independent contracting parties and nothing in this agreement shall make a Party the agent, partner, employee or legal representative of another Party for any purpose whatsoever, nor does it grant a Party any authority to assume or to create any obligation on behalf of or in the name of another Party on any account whatsoever.
- 10.3 Any modification, variation, amendment or change to this agreement must be in writing and signed by each of the Parties.

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**Industry Partner** means the industry partner set out in Item 5 of the Schedule with whom the Intern will undertake the Internship.

**Industry Partner Worksite** means any premises (whether controlled by the Industry Partner or a third party) which the Industry Partner makes available to the Intern to access for the purposes of the Internship.

**Intern** means the student at the Student Institution specified as the Intern in Item 2 of the Schedule.

**Intern Executive Summary** has the meaning given to it in clause 1.16(b).

**Internship** means the internship to be undertaken by an Intern with an Industry Partner facilitated by AMSI pursuant to this agreement.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, patent rights, registered and unregistered trade marks, design rights, the right to have confidential information kept confidential, circuit layouts and plant varieties and all rights and interests of a like nature, together with the right to apply for any such protection, but excludes moral rights.

**Party** means each of AMSI, Industry Partner and the Student Institution and **Parties** means more than one or all of them, as the context requires.

**Project** means the research project described in the Project Plan.

**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 Thesis if the Internship is an assessable component of the Intern's course of study at the Student Institution).

**Project Plan** means the document set out in Annexure B, as varied by the written agreement of the Parties and the Intern from time to time.

**Special Conditions** means any conditions specified in Item 16 of the Schedule.

**Start Date** means the date the Internship commences as specified in Item 8 of the Schedule, as varied under clause 1.2(a).

**Stipend** means the amount payable to the Intern as set out in Item 12 of the Schedule.

**Student Institution** means the Australian education provider set out in Item 3 of the Schedule that appoints the Academic Mentor and is the institution of which the Intern is a student.

**Thesis** means any thesis which is permitted or required to be submitted to the Student Institution by the Intern to fulfill the Student Institution's requirements for the degree in which the Intern is enrolled with the Student Institution.

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

# APRINTERN

4.	<b>Academic Mentor</b>	<p><b>Academic Mentor</b> Name: Andrew Beer Email: andrew.beer@unisa.edu.au Phone: 08 8302 0711 Institution: University of South Australia Department/School: UniSA Business</p> <p><b>Principal Supervisor</b> Name: Andrew Beer Email: andrew.beer@unisa.edu.au Phone: 08 8302 0711 Institution: University of South Australia Department/School: UniSA Business</p>
5.	<b>Industry Partner</b>	<p><b>Company Name:</b> Victor Harbor Horse Tram Authority <b>ABN:</b> 24592348014 <b>Address:</b> 1 Bay Rd Victor Harbor SA 5211</p> <p><b>Intern Supervisor</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266</p> <p><b>Industry Contact</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266</p> <p><b>Invoice Contact</b> Name: Megan Whibley Title: General Manager Department: Victor Harbor Horse Tram Authority Email: mwhibley@victor.sa.gov.au Phone: 0418 353 266</p>
6.	<b>Project Title</b>	Assessment and Evaluation of the Horse Tram
7.	<b>Project Duration</b>	5 Months
8.	<b>Start Date</b>	01/02/2021

Reference: INT - 0951

Industry Partner: Victor Harbor Horse Tram Authority

Student Institution: University of South Australia

Student:

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14.	<b>Reimbursable expenses</b> (if any agreed)	There is no allocated expenses budget for this project but the VHHTA is happy to work with the intern to minimize travel where possible.
15.	<b>Register of Background Intellectual Property contributed to the Project</b> (if applicable)	UniSA: There is no background intellectual property to be declared by the University of South Australia.  Victor: There is no background intellectual property to be declared by Victor Harbor Horse Tram Authority.
16.	<b>Special Conditions</b> (if any)	Victor Harbor Horse Tram Authority have implemented appropriate preparations to comply with the Federal and State Governments' requirements regarding social distancing to ensure the safety of the intern and others. The intern will be able to complete the project outlined below online/remotely and they will be able to participate in workplace/team discussions via virtual meeting rooms. They will also have regular online discussions with their industry supervisor and academic mentor. The intern should monitor their University and host industry partner's policies regarding COVID-19 to ensure compliance.

**Reference:** INT - 0951  
**Industry Partner:** Victor Harbor Horse Tram Authority  
**Student Institution:** University of South Australia  
**Student:**

APRINTERN

Signed for and on behalf of

**University of South Australia**

ABN: 37191313308

of address:

101 Currie Street Adelaide SA 5001

by an authorised representative in the presence of:

---

Signature of Authorised Representative

---

Signature of Witness

---

Name & Title of Authorised Representative

---

Name of Witness

**ANNEXURE A**

*For students from universities where students own IP under the university's statute*

*Student Deed Poll*

THIS DEED POLL is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

by

<b>Name</b>		<b>(You or Your)</b>
<b>Address</b>		
<b>Phone</b>		
<b>University</b>	University of South Australia	
<b>Industry Partner</b>	Victor Harbor Horse Tram Authority	

**BACKGROUND**

- A. As part of the AMSI program, the University has made arrangements for You to attend a placement at the Industry Partner to gain practical training, experience and skills within a workplace relating to Your area of study.
- B. To facilitate this placement, the University, the Industry Partner and AMSI (through the University of Melbourne) have entered into an agreement which sets out each party's obligations in relation to the internship (the **APR Intern Agreement**).
- C. During the course of the placement, You may create or contribute to the creation of Intellectual Property, including copyright in Your Assessment Materials.
- D. Under the APR Intern Agreement, the University has agreed to assign all Intellectual Property created by You during the course of Your placement, other than the copyright in Your Assessment Materials, to the Industry Partner.
- E. You will own the copyright in Your Assessment Materials. The University will own all other Intellectual Property created by You during the course of the placement.
- F. This Deed sets out the terms on which You assign all Intellectual Property created by You during the course of the placement (other than copyright in Your Assessment Materials) to the University.

**OPERATIVE PART**

You agree:

**1. DEFINITIONS**

In this Deed:



**2. ASSIGNMENT**

2.1 You hereby assign to the University all right, title and interest in the Placement Intellectual Property on and from the date on which the Placement Intellectual Property was or is created.

2.2 You acknowledge that the University will assign the Placement Intellectual Property (excluding its Background Intellectual Property which forms part of the Placement Intellectual Property) to the Industry Partner under the APR Intern Agreement.

**3. CONFIDENTIAL INFORMATION**

3.1 You acknowledge and agree that You must:

- (a) keep all Confidential Information confidential;
- (b) not use Confidential Information in any way which would be harmful to the best interests of the Disclosing Party; and
- (c) not use any Confidential Information in any way other than for the purposes of your placement at the Industry Partner or preparation of your Assessment Materials without the prior written permission of the Disclosing Party.

3.2 You agree upon the written request of the Disclosing Party to return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and acknowledge that you must not keep any copies in any form.

**4. FURTHER ACTION**

You must, at the University's cost, do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the Assignment.

**EXECUTED AS A DEED POLL**

**SIGNED SEALED AND DELIVERED BY )**

.....

**Signature of**

**Laura Caitlin Tonkin Hodgson**

.....

**Signature of Witness**

.....

**Print Name of Witness**

## 4. INTERN TRAINING AND PROFESSIONAL DEVELOPMENT

*The primary purpose of the internship is for the education of the Intern by enabling them to apply their expertise to a real-world problem, experience the company environment, develop workplace skills and improve their work-readiness. It is expected that the Intern will work closely with industry staff who will mentor them throughout the internship.*

The student will report to the General Manager of the Authority and have the opportunity to experience and work in a tourist destination as well as S42 Authority which is required to engage closely with Council and the community. This will generate a range of unique experiences and sharing of information (e.g. scope to experience a busy tourist season on the back of Covid, feedback from council on the valuation). The project will also require the intern exploring the literature and talking to experts, including within local government and academia to determine how such a complex valuation can occur beyond the likes of visitor numbers, ticket sales and other obvious measures. There may be scope to draw on how art and historic items are valued as well as bring to life a more standard economic benefit valuation.

There is the scope to conduct some primary research with local businesses and / or visitors to Victor Harbor. Qualitative statements have already been collected from local businesses which support the value of the tram which was very apparent during a recent long closure to the causeway.

As well as GM support, the student will have the opportunity to draw on the Boards' experience in pulling this project together.

The internship will create the opportunity for the intern to build their professionalism including networking, business writing and presenting skills. Problem solving and project management skills will be utilised along with the technical skills to conduct the valuation. Feedback will be provided to ensure the intern can grow and develop during this time.

## 5. WORK PLAN

*A week by week draft schedule is being drafted by the parties at:*

<https://paper.dropbox.com/doc/APRIntern-Project-Overview--BCM48T3NTGVOwniKHISfcfAAq-UodtDd0VqARxqHPIfSpc>

Objectives	Activities	Outputs	Due by
<b>Objective 1:</b> <i>Determine robust approach / framework for the economic, historic and broader benefit analysis of the Horse tram</i>	Literature review to determine framework / approach. Discuss with mentor and other specialist academics (if needed).	Will underpin the analysis and final report	Week 4: End of Feb.
<b>Objective 2:</b> <i>Primary Research</i>	Surveys with visitors and local businesses. Meet with key stakeholders.	Draft survey questions Pilot Conduct research Summarise findings	Week: Commencing week 5 (1 March) until w/c 19 April
<b>Objective 3:</b> APR.Intern Mid-Term Presentation	Short presentation by Intern (Zoom or face to face) to Industry Partner and Academic Mentor summarising the status of the work.		Week: 11/12 (12 April)
<b>Objective 4:</b>	Summarise / analyse historic data.		Week 13 End April

**9. FUTURE COLLABORATIONS**

VHHTA already has existing connections with the University of South Australia. Indeed, this internship has developed as a result of this relationship.

*APR.Intern Executive Summary Template*

*To be completed by the Intern, submitted to APR.Intern, and Reviewed by the Industry Partner*

The Executive Summary is a mandatory component of the APR.Intern program and is to illustrate the educational outcomes of the internship for the Intern. The Intern Executive Summary is to be completed in a manner that is suitable for publication and as such does not require the disclosure of any IP developed from the research.

The Intern Executive Summary may be disclosed to the student's institution upon request.

The Executive Summary will require review and approval by the Industry Partner to ensure no confidential information is disclosed.

Please note: The report requires review by the Academic Mentor and approval by the Industry Partner prior to submission to ensure no confidential information is disclosed. Please submit in PDF format to your APR.Intern Business Development contact and [contact@aprintern.org.au](mailto:contact@aprintern.org.au)

**1. SUMMARY OF RESEARCH PROJECT BACKGROUND & OBJECTIVES**

In about 100 words, please provide a description of the purpose and expected outcome of the project that is suitable for media or other publicity material.

Insert text here

**2. SUMMARY OF RESEARCH UNDERTAKEN**

In about 300 words, please provide a description of the research undertaken, in terms of methodology and your contribution to the research as an intern.

Insert text here

**3. SUMMARY OF THE EDUCATIONAL OUTCOMES**

In about 100 words, in plain language, summarise how the internship contributed to your professional development as a researcher. Discuss any challenges translation of research, research environment etc. that occurred during the internship?

Insert text here

**4. INTERN IMPACT STATEMENT**

In about 75 words, please outline the impact that the internship has had on you in terms of work-readiness and competitiveness for future employment.

Insert text here

**5. FINAL COMMENTS**

Insert any additional comments if applicable

Insert text here