

WIL General Terms

About WIL and WIL contracts

Work-integrated learning. In this document, **work-integrated learning** is any work by a student for a formal course of study that involves supervision, oversight, or input by an external provider organisation. It includes internships, placements, practicums, clinical experience, externally supervised research projects, and working on real-world problems. It does not include postgraduate research. In this document, “**WIL**” includes any type of work-integrated learning.

WIL General Terms. This document forms part of a contract between the University, a student, and an external provider organisation for work-integrated learning. This document is called the “**WIL General Terms**”.

WIL Detailed Terms. The details of the WIL, including the student name, the provider name, and further details about the WIL will be set out in a “**WIL Detailed Terms**” document. In some circumstances, special rules related to the WIL may also be included in the WIL Detailed Terms. Together, the WIL General Terms and the WIL Detailed Terms will form a contract for the WIL.

Who does the WIL contract apply to? The WIL General Terms and WIL Detailed Terms will apply to each of:

- The **student**
- The external **provider** or partner organisation; and
- The **University**,

as listed in the WIL Detailed Terms.

Options. Many of the parts of the WIL General Terms include optional and alternative provisions. These optional and alternative provisions are listed with a letter in addition to the part number. For example, option A, B and C. These optional and alternative provisions **only** apply if the WIL Detailed Terms states that the provision applies.

For more about work-integrated learning generally, including best practices and further reading, please see the University’s Work-integrated learning pages at www.wgtn.ac.nz/work-integrated-learning.

1 The WIL

The WIL Detailed Terms should set out:

- (i) The general nature and objectives of the WIL (for example, an internship, a research project, or similar);
- (ii) The student’s name and contact details;
- (iii) The provider’s name and contact details;
- (iv) The name and contact details of the WIL University representative;
- (v) The relevant course code for the WIL; and
- (vi) Any special terms related to the WIL.

2 General provisions

1. **Each of us** should:

- (i) Work with the other WIL parties honestly, openly and in good faith regarding the WIL;

- (ii) Do our best to ensure that the objectives of the WIL are met;
 - (iii) Keep the other WIL parties informed of any material matters affecting the WIL;
 - (iv) Provide any information or cooperation reasonably requested by another WIL party;
 - (v) Be polite, respectful, and responsible when dealing with the other WIL parties;
 - (vi) If one of us visits another's premises in relation to the WIL, follow the applicable policies and reasonable instructions of the host while on site;
 - (vii) Follow all applicable laws, codes of practice and other regulatory requirements applicable to the WIL; and
 - (viii) Carry out the provisions of this WIL contract to the best of our ability.
2. In addition to the other obligations in the WIL contract, the **student** should:
- (i) Carry out the WIL to the best of their ability;
 - (ii) Take responsibility to monitor and manage their wellbeing;
 - (iii) Keep in regular contact with the University and the provider;
 - (iv) Follow the reasonable instructions of the provider and/or the University relating to the WIL; and
 - (v) Continue to follow the University's statutes, policies, and procedures (including the Student Conduct Statute).
3. In addition to the other obligations in the WIL contract, the **University** should:
- (i) Provide support and assistance to the provider and/or the student to help facilitate the WIL; and
 - (ii) Clearly advise students who their key contacts and supervisors are for the WIL, and the contacts respective roles and responsibilities.

3 Student health, safety, and wellbeing

1. **Each of us** acknowledges that the health, safety, and wellbeing of students is of paramount importance. The **University** and the **provider** should:
- (i) Ensure the health, safety, and wellbeing of the student, as far as reasonably practicable;
 - (ii) Comply with their obligations under the Health and Safety at Work Act 2015; and
 - (iii) Comply with their obligations under the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the "**Pastoral Care Code**").

For more about health, safety, wellbeing, and the Pastoral Care Code and recommended best practices, see the University's Work-integrated learning pages at www.wgtn.ac.nz/work-integrated-learning.

2. The **provider** should promptly notify the University if it becomes aware or suspects that:
- (i) The student requests or requires wellbeing assistance;
 - (ii) The student has been subject to discrimination, racism, bullying, harassment, or abuse; and/or
 - (iii) The student has been injured during the WIL.
3. The University does not tolerate any form of sexual harassment. The University is committed to preventing sexual harassment and to protecting the rights of the members of the University community to work, learn, study, and participate in all aspects of the University's life in an environment of safety and respect. This includes students participating in a WIL. Without limiting its obligations under the other paragraphs of this clause, the **provider** must:
- (i) Have appropriate policies and procedures to prevent any form of sexual harassment at its premises or involving its staff; and

- (ii) Immediately notify the University if it becomes aware of or suspects that a student has been subject to, witnessed, or otherwise involved in, any form of sexual harassment.

For more about sexual harassment, see the University's Sexual Harassment Response Policy and associated documents at <https://www.wgtn.ac.nz/about/governance/policy/policies>.

4 Start and end dates

The WIL should usually start and end on the dates set out in the WIL Detailed Terms. However, **each of us** agrees to be flexible and allow some variation to the dates if required by circumstances or to finish the WIL.

5 WIL physical location

The WIL Detailed Terms should set out the main physical location for the WIL and which of the following options apply.

5A Mainly at the provider's premises

1. This option is intended for WILs where the **student** is mainly at the **provider's** business premises for the WIL, and those business premises are "standard", not containing any of the special situations outlined in option 5D below. For example, an internship in an office, a placement at a school, or a practicum at a hospital.
2. The **provider** should:
 - (i) Let the student know about its policies and procedures relevant to the student and the WIL. This will usually include office access, use of information technology, expected office hours, and who to speak to in the office about any queries;
 - (ii) Provide the student any equipment necessary for the WIL. For example, office keys or swipe cards, a computer workstation, and log on information for required systems;
 - (iii) Advise the student as to what is required of them in relation to health and safety. This includes:
 - (a) The provider's policies regarding safety equipment, emergency evacuations, the reporting of accidents, hazards, and notifiable events;
 - (b) Provide a site induction and safety briefing to the student at the start of the WIL. If applicable, the provider must also provide copies of the health and safety management plan for sites that are relevant to the WIL;
 - (c) If relevant, provide all necessary personal protection equipment and the appropriate training on how to use it, to the student; and
 - (d) Ensure that any plant, tools, and equipment used during the WIL are in a safe and serviceable condition and used in accordance with their operating instructions. The provider must also provide training to the student to use the equipment properly and safely.
3. The **student** should:
 - (i) Show up for the WIL at the times agreed with the provider, or tell the provider as soon as possible if they are or will be absent for any reason;
 - (ii) Follow the provider's policies and procedures for the WIL. This will usually include health, wellbeing and safety instructions, office access, use of information technology, and expected office hours;
 - (iii) At the end of the WIL, return any equipment provided to the provider.

5B Mainly at the University

1. This option is intended for WILs where the **student** and **provider** are mainly at the **University** for the WIL. For example, the provider presenting real-world problems to students in the classroom, or mentoring students in developing solutions.
2. The **provider** should follow the applicable policies and reasonable instructions of the University relating to the WIL. For example, access to University premises and use of University information technology.
3. The **University** should provide the provider any equipment necessary for the WIL. For example, office keys or swipe cards, a computer workstation, and log on information for required systems as required for the WIL.

5C Mainly working remotely or flexibly

1. This option is intended for WILs where the **student** carries out the WIL remotely or flexibly. This includes WILs where the student chooses to work from the University, but could also carry out tasks somewhere else. For example, a sponsored research project or a remote internship.
2. The **provider** should:
 - (i) Let the student know about its policies and procedures relevant to the student and the WIL. For example, any expected hours, who will be supervising and directing the student and similar; and
 - (ii) Provide the student any equipment or information necessary for the WIL. For example, log on information for required systems, or background research information.
3. The **student** should:
 - (i) Be available for the WIL at the times agreed with the provider, or tell the provider as soon as possible they are or will be absent for any reason;
 - (ii) Follow the provider's policies and procedures for the WIL. For example, expected office hours, who will be supervising and directing the student and similar; and
 - (iii) At the end of the WIL, return any equipment provided to the provider.
4. The **University** should provide access to any equipment, research services or information listed in the WIL Detailed Terms. For example, University databases or previous research.

5D Special situations apply

1. This option is intended for WILs where the WIL is under the direction of the **provider**, but not at "standard" business premises. These special situations include:
 - (i) WILs outside New Zealand;
 - (ii) WILs primarily carried out away from the provider's main business premises, for example, students visiting residential addresses;
 - (iii) Higher hazard situations, for example students visiting construction sites, laboratories, workshops, geologically active regions, and very remote regions; and/or
 - (iv) WILs where the provider provides residential accommodation for the student.
2. For all special situations, **each of us** agrees to follow the special rules included in the WIL Detailed Terms.

Do you think the WIL will involve one of these special situations, but it isn't listed in the WIL Detailed Terms? Please contact the University representative immediately.

6 Student roles and responsibilities

1. WILs are intended to mainly be for educational purposes. There should be a clear connection between the learning or educational objectives of the WIL and the roles, responsibilities, tasks, outputs, and/or other deliverables assigned to the student.
2. The WIL Detailed Terms should set out:
 - (i) The roles and responsibilities of the student during the WIL and the learning opportunities these provide; and
 - (ii) The specific tasks, outputs, or deliverables (if any) that the student is expected to produce for the WIL.

6A General tasks

1. This option is intended for WILs where the **student** is under the day-to-day supervision and direction of the **provider**. For example, an internship in an office.
2. The **provider** should:
 - (i) Set clear expectations and objectives about the tasks to be carried out by the student for the WIL;
 - (ii) Make sure the student knows who will be supervising and directing the student during the WIL. For example, the responsible manager or supervisor;
 - (iii) Provide any learning opportunities specifically detailed in the WIL Detailed Terms. For example, carrying out a specific activity as part of an internship; and
 - (iv) Provide any management, supervision or oversight specifically detailed in the WIL Detailed Terms. For example, providing a certain number of supervised hours as part of a practicum.
3. The **student** should:
 - (i) Follow the directions of the provider to the best of their ability;
 - (ii) Seek further instruction or direction from the provider if not sure about anything; and
 - (iii) Work with the provider to meet the provider's expectations and objectives about the tasks to be carried out by the student.

6B Specific tasks, research, reports, or deliverables

1. This option is intended for WILs where the **student** is carrying out specific tasks, research, reports, or other deliverables for the **provider**. For example, an independent research project.
2. The **student** should:
 - (i) Work to the best of their ability to complete the specific tasks, outputs and/or deliverables set out in the WIL Detailed Terms. This includes completing the tasks at the time, in the manner and format, and to the standard set out in the WIL Detailed Terms; and
 - (ii) Seek further instruction or direction if not sure about anything.
3. The WIL Detailed Terms should set out who is providing day-to-day supervision and direction of the WIL. This may be the **provider or the University**. That **supervisor** should provide further instruction and guidance to the student where required;

6C Both general and specific tasks

1. This option is intended for WILs where the **student** is both under the day-to-day supervision and direction of the **provider**, and also carrying out specific tasks, research, reports, or other deliverables for the **provider**. For example, a specific research project as part of an internship project.
2. The **provider** should:

- (i) Provide further instruction and guidance to the student about the specific tasks where required;
- (ii) Set clear expectations and objectives about the general tasks to be carried out by the student for the WIL;
- (iii) Make sure the student knows who will be supervising and directing the student during the WIL. For example, the responsible manager or supervisor;
- (iv) Provide any learning opportunities specifically detailed in the WIL Detailed Terms. For example, carrying out a specific activity as part of an internship; and
- (v) Provide any management, supervision or oversight specifically detailed in the WIL Detailed Terms. For example, providing a certain number of supervised hours as part of a practicum at a hospital.

3. The **student** should:

- (i) Work to the best of their ability to complete the specific tasks, outputs and/or deliverables set out in the WIL Detailed Terms. This includes completing the tasks at the time, in the manner and format, and to the standard set out in the WIL Detailed Terms;
- (ii) Follow the directions of the provider to the best of their ability;
- (iii) Seek further instruction or direction from the provider if not sure about anything; and
- (iv) Work with the provider to meet the provider's expectations and objectives about the tasks to be carried out by the student.

7 Student employment status

7A Unpaid volunteer

- 1. This option applies where the primary purpose of the WIL is the student's education and earning course credits for the student's course of study. The WIL is therefore unpaid and voluntary. It **does not** create an employment relationship between the student and the provider, and there is no expectation that the student will receive any future paid or unpaid work from the provider.
- 2. For clarity, the provider may reimburse the student for any out-of-pocket expenses incurred during the WIL where the provider has authorised that expense in advance.

7B Paid employee

- 1. This option will **only** apply if the WIL Detailed Terms expressly says this option 7B (paid employee) applies.
- 2. The **provider** should provide the **student** with an employment agreement (separate to this WIL contract) setting out the terms of employment. The employment agreement should:
 - (i) Be consistent with applicable employment law and standards;
 - (ii) Pay fair and reasonable remuneration;
 - (iii) Be on terms broadly consistent with this WIL contract, including (to avoid doubt) the provisions relating to:
 - (a) Student health, safety, and wellbeing; and
 - (b) Intellectual property, sensitive information and permitted uses; and
 - (iv) Not contain any provisions that would unfairly prevent or impede the student's studies. For example, the employment agreement must provide for a short notice period and no restraint of trade clause.

3. For clarity, the University is not a party to any employment agreement between the student and the provider and will not be involved in any employment-related discussions or decisions. The University cannot provide employment or other legal advice to the student or provider.

8 Intellectual property

1. “**Intellectual property**” refers to the legal rights that protect creations of the human mind, such as inventions, literary and artistic works, symbols, names, images, and designs. These creations can include everything from music, books, and films to software, logos, and inventions. Intellectual property laws give creators and owners exclusive rights to control the use and distribution of their creations, which can include the right to make copies, license their use, or prevent others from using them without permission. **Intellectual property laws can have significant business implications, and it is important you understand what rules apply to intellectual property created or used as part of the WIL.**

For more about intellectual property, the University’s Work-integrated learning pages at www.wgtn.ac.nz/work-integrated-learning.

2. This WIL contract distinguishes between categories of intellectual property:

New IP	New intellectual property that is created during the course of, or for the purposes of, the WIL.
Existing IP	Intellectual property that is not created during the course of, or for the purposes of, the WIL. Existing IP may be owned by: <ol style="list-style-type: none">i. The student. For example, intellectual property created before the WIL, or for a different course of study;ii. The University or a University staff member. For example, course resources;iii. The provider. For example, business reports; oriv. Someone other than the above categories. This is usually called “third party IP”. Third party IP includes “copyleft” intellectual property such as open access, creative commons, and open-source material.

3. **Each of us** agrees to provide any support and assistance necessary to give effect to the provisions of this part 8. For example, completing forms or assignments to ensure full ownership of the intellectual property as anticipated by this part 8.
4. The WIL Detailed Terms should select from one of the options below. In some special circumstances, the WIL Detailed Terms may include other additional or special rules.

8A New IP owned by provider

1. This option is typically used for WILs where the **student** is generally under the day-to-day supervision and direction of the **provider**. For example, an internship in an office. The following provisions apply, except where otherwise expressly agreed.
2. The **provider** will own all new IP; and
3. The **student** must not use any existing IP for the WIL without the permission of **both**:
 - (i) The provider; and
 - (ii) The owner of the existing IP.

It is extremely important that the provider approves the use of any existing IP before the student uses it for the WIL. This includes the student’s existing IP. Using existing IP can have serious business implications for the provider, even if the owner of the IP permits the use, or you think the IP is “freely licensed”. For example, creative commons images or open-source code can generally be used “freely”, but rules do still apply, and this may cause the provider issues if those rules are not fully satisfied.

4. **Each of us** respectively:
 - (i) Retains ownership of all our existing IP; and
 - (ii) Licences the others to use any of our existing IP for the specific uses permitted by this contract.

8B New IP owned by student

1. This option is typically used for WILs where the student is generally carrying out tasks independently, or under the day-to-day supervision of the University. For example, a sponsored research project. The following provisions apply, except where otherwise expressly agreed.
2. The **student** will own all new IP; and
3. **Each of us** respectively:
 - (i) Retains ownership of all our existing IP; and
 - (ii) Licences the others to use any of our existing IP for the specific uses permitted by this contract.

8C Special situations

1. This option is typically used for WILs where special intellectual property rules may apply. These special situations include:
 - (i) WILs to produce outputs or deliverables for a third party. For example, competition entries, or public benefits activities for charitable organisations;
 - (ii) WILs that primarily involve “copyleft” intellectual property such as open access, creative commons, and open-source material;
 - (iii) WILs that involve third party funding, for example, research grants paid from government research funds rather than the provider; and
 - (iv) Other situations where special rules are specifically detailed.
2. For all special situations, **each of us** agrees to follow the special rules included in the WIL Detailed Terms.

Do you think the WIL will involve one of these special situations, but it isn't listed in the WIL Detailed Terms? Please contact the University representative immediately.

9 Sensitive information

1. “**Sensitive information**” includes:
 - (i) Confidential, sensitive, or proprietary information;
 - (ii) Databases;
 - (iii) Any document marked “confidential” or “sensitive”;
 - (iv) Client or patient information that may be subject to obligations of legal professional privilege, patient confidentiality or similar;
 - (v) Any information about identifiable individuals in their personal context, including individual customers or clients of the provider, and students of the University;
 - (vi) If the WIL involves working with children, any information regarding those children; and
 - (vii) Any other information that, by its nature, is confidential, sensitive, or proprietary. If in doubt, check with the owner of the information.

The use and disclosure of sensitive information may have significant business implications, and it is important you understand what rules apply to sensitive information that may be used as part of the WIL.

2. The **provider** should inform the student about all rules, policies and procedures relating to the use and disclosure of sensitive information. The **student** should follow such instructions.
3. **Each of us** should:
 - (i) Keep sensitive information in confidence;
 - (ii) Only use sensitive information:
 - (a) In connection with the WIL;
 - (b) For the specific uses permitted by this contract; and
 - (c) As otherwise permitted by the owner of the sensitive information;
 - (iii) At the expiry or termination of the WIL, or if the owner of the sensitive information requests, return or destroy all copies of the sensitive information that we hold or control; and
 - (iv) In the event of any kind of unauthorised disclosure, unauthorised access or other data breach affecting sensitive information, cooperate with the sensitive information's owner to mitigate and respond to the breach.
4. For clarity, this part 9 is subject to any applicable laws, rules or regulatory action that provide for the disclosure or retention of sensitive information.

10 Assessment and feedback

1. WILs form a part of the student's formal course of study. It is important that the **University** can evaluate and assess the student's performance and conduct during the WIL.
2. The **provider** should provide to the University:
 - (i) All reports and feedback listed in the WIL Detailed Terms; and
 - (ii) Any other information about the student's performance and conduct during the WIL reasonably requested by the University.

For more about effective student feedback, see the University's Work-integrated learning pages at www.wgtn.ac.nz/work-integrated-learning.

11 Specific uses

1. Parts 8 and 9 of these WIL General Terms provide for the ownership of intellectual property and holding sensitive information in confidence. This part 11 sets out certain **specific uses where intellectual property and sensitive information that is owned by another party to this WIL contract may be used**. However, in all cases, any use must be **strictly** limited to the extent necessary to give effect to the specific permitted uses and no wider disclosure is allowed.
2. **Each of us** may use any intellectual property or sensitive information of another party under this WIL contract where that use is reasonably necessary to give effect to any provision of this WIL contract.

For example, a sample of the student's written work produced during the WIL is submitted to the University for assessment and feedback. Even if that example contains the provider's intellectual property or sensitive information, the University may use the information for student feedback and assessment. However, the University must not disclose that information any further than the assessors for that specific course, nor use it for any other purposes.

3. The **provider** may use any intellectual property or sensitive information of the student or University under this WIL contract where that use is reasonably necessary for the provider's internal business purposes, or to realise the full benefit of any outputs or deliverables under this WIL contract.

For example, the student uses a University framework to analyse a business problem for the provider. Even though that framework is owned by the University, the provider may use it to analyse and review the student's recommendations. This might include incorporating those recommendations into its

products or reports. However, the provider may not publish the framework itself nor use it for other analysis without permission from the University.

4. The **University** and/or the **student** may use any intellectual property or sensitive information of the provider for the purposes of further research, education, study, or other academic purposes, provided that:
- (i) All intellectual property or sensitive information is removed or anonymised prior to any publication or further disclosure; and
 - (ii) The provider is given reasonably opportunity to review and approve any publication that references the provider prior to publication.

For example, the student prepares a research report for the provider as part of the WIL. Even though the provider owns that specific research report, the student may carry out further research or study in the area of the report, provided that none of the provider's other intellectual property or sensitive information is disclosed. If the student or the University wishes to name or reference the provider in a publication, the provider must be given the opportunity to review and approve that publication.

5. Provided that no intellectual property or sensitive information is otherwise disclosed, the **student** may:
- (i) Make a general reference to the fact the student carried out the WIL; and

For example, the student may reference "I completed an internship for [Provider name] in 2022" in a CV or job application, but **not** "I worked with [Provider name] on [name of secret project] in 2022".

- (ii) Include general samples of work completed during the WIL in a professional portfolio.

For example, the student may include a concept sketch of a design produced during the WIL in their design portfolio, provided that the design does not reveal any proprietary or other sensitive information.

The student should also ensure that all such references or examples are accurate, and not false or misleading.

12 Contributions and invoicing

Some WILs may include the **University** or the **provider** contributing funding or in-kind contributions to the **other** in connection with the WIL. For clarity, this part does not affect an employment arrangement or expense reimbursement (if any) between the **provider** and the **student** (see further Part 7 (student employment status)).

12A No contributions

This option applies where no contributions are made between the University and the provider in connection with the WIL. This is the majority of WILs.

12B Provider contributions

1. This option applies where the **provider** makes contributions to the **University** in connection with the WIL. For example, the provider contributing to the costs associated with a student research project or providing a prize or working materials for an in-class design project.
2. The **provider** will make the contributions to the **University** for the WIL that are set out in the WIL Detailed Terms.
3. The Detailed Terms should include:
 - (i) The amount of the financial contribution (if any);
 - (ii) The type and quantity of the in-kind contributions (if any);
 - (iii) The timing for the contribution(s);

- (iv) The tax status of any financial contribution; and
 - (v) Any other payment information.
4. The **provider** acknowledges that the University may direct provider financial contributions be paid to:
- (i) The University; or
 - (ii) An affiliate of the University, for example, the Research Trust of Victoria University of Wellington. The Research Trust is a New Zealand registered charitable trust board (charity registration CC21718).
5. The University and the provider will provide any information or cooperation reasonably requested by the other in order to expedite provider financial contributions, including completing tax forms or providing supporting documentation.

12C University contributions

1. This option applies where the **University** makes contributions to the **provider** in connection with the WIL. For example, some WILs require students to be supervised by a person holding certain professional qualifications. The University may make a financial contribution towards the costs associated with this supervision.
2. The **University** will make the contributions to the **provider** for the WIL that are set out in the WIL Detailed Terms.
3. The Detailed Terms should include:
 - (i) The amount of the financial contribution (if any);
 - (ii) The type and quantity of the in-kind contributions (if any);
 - (iii) The timing for the contribution(s);
 - (iv) The tax status of any financial contribution; and
 - (v) Any other payment information.
4. The **provider** acknowledges that the University may direct invoices be sent to:
 - (i) The University; or
 - (ii) An affiliate of the University, for example, the Research Trust of Victoria University of Wellington. The Research Trust is a New Zealand registered charitable trust board (charity registration CC21718).
5. The University will pay each valid invoice by the 20th day of the calendar month following the date of the invoice.
6. The University and the provider will provide any information or cooperation reasonably requested by the other in order to expedite provider financial contributions, including completing tax forms or providing supporting documentation.

12D Third party contributions

1. This option applies where the **University** will seek a contribution from a third party in connection with the WIL. For example, a third-party research grant towards the costs of a student research project.
2. The **University** will seek the contributions from third parties for the WIL that are set out in the WIL Detailed Terms. The **provider** and the **student** will provide any information or cooperation reasonably requested by the University for the purposes of the application.
3. Third party funding is normally provided for specific purposes. **Each of us** agrees that the funding will only be used for those purposes, or as otherwise set out in the WIL Detailed Terms.

13 Key contacts

1. The WIL Detailed Terms should set out the name and contact details for:
 - (i) The student;
 - (ii) The provider's key contact for the WIL; and
 - (iii) The University's key contact(s) for the WIL and/or the relevant course.
2. Any information or other notice under this WIL contract may be sent to the contacts listed in the WIL detailed terms.
3. In addition, any notice or information relating to the following matters should be copied to wil@vuw.ac.nz:
 - (i) Any health and safety, wellbeing, or pastoral care notification or concerns regarding the student;
 - (ii) Any termination, dispute, or legal notice; and/or
 - (iii) Any information or notice sent to the University's key contact(s) for which a timely response has not been received.

14 Other legal provisions

1. **Disputes.** Each of us agrees to work together in good faith to resolve any dispute that may arise in relation to the WIL or this WIL contract, including escalating such disputes to a senior representative where necessary. If the dispute is not resolved, it will be referred to mediation. The mediation will be carried out in accordance with the Resolution Institute (www.resolution.institute) standard Mediation agreement (NZ version). If the parties are unable to agree a mediator, any party may request a nomination from the Chair of Resolution Institute.
2. **Termination.** This WIL contract may be terminated at any time by **any party** giving notice to the other parties:
 - (i) If the termination is due to breach or default, the termination may take effect immediately. This includes serious or repeated misconduct by the student or the provider (or any of its staff). The party giving notice should provide information about the breach or default; or
 - (ii) If the termination is not due to breach or default (sometimes called "termination for convenience"), the party giving notice should give as much notice as practicable in the circumstances.

Some parts of this WIL contract will continue to apply to each of us, even after termination. These parts include parts 8 (intellectual property), 9 (sensitive information), 11 (specific uses) plus any other parts or provisions that are, by their nature, intended to survive termination.

3. **Unexpected events. Each of us** acknowledges that unexpected events may delay the WIL or make the WIL impossible. If an unexpected event does occur, each of us agrees to work together in good faith to reschedule or alter the WIL to give effect to its objectives. If this is not possible, this WIL contract may be terminated.
4. **Results not guaranteed.** The **provider** acknowledges that it is not possible to predict the results of research activities, and neither the University nor the student make any representation or warranty as to the suitability of the WIL or any outputs or deliverables for any purpose.
5. **No liability. None of us** will have any liability to any of the others for the student's failure to carry out the WIL, any specific tasks, or provide any expected outputs or deliverables. To avoid doubt, this paragraph does not apply to breaches of this WIL contract such as failure to keep sensitive information in confidence.
6. **Privacy and personally identifiable information.** The provider and the student acknowledge that the University may collect personally identifiable information in accordance with its privacy notice (see <https://www.wgtn.ac.nz/site-info/privacy>).

15 Version and updates

1. This document is version 1.1 of the WIL General Terms, published in June 2024.
2. The WIL General Terms are binding on the parties to a WIL Detailed Terms document that include a reference to the WIL General Terms, even if the WIL General Terms are not reproduced in full or signed separately.
3. If any update is required to an existing WIL contract (including the WIL General Terms and/or the WIL Detailed Terms) due to a change in applicable law, the update will be effective as soon as legally required. The University will update the WIL contract to reflect the change in applicable law and circulate to the other parties. For clarity, this paragraph does not affect a party's ability to terminate the WIL in accordance with part 14(2).
4. Except as described in the paragraph above, an existing WIL contract may only be amended by written agreement of all the WIL parties.
5. For clarity, the University may update or include addition versions of these WIL General Terms at any time for future (but not existing) WILs. While the University may agree to specific provider requests for modification from time-to-time, this does not guarantee or imply that the University will agree to the same modifications again in the future.

Version history

Version	Date	Changes
1.2	November 2024	Correcting formatting errors.
1.1	June 2024	Minor changes to boxed explanatory notes; added version history; added CC BY license text.
1.0	October 2023	Initial version.

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