

BETWEEN:

FEDERATION UNIVERSITY AUSTRALIA incorporated pursuant to the *Federation University Australia Act 2010* (ABN 51 818 692 256) of University Drive, Mt Helen, Victoria 3350. ("University")

and

THE ORGANISATION as identified in the Schedule. ("Organisation")

and

THE STUDENT as identified in the Schedule. ("Student")

RECITALS:

- A. The Student is studying the program specified in Schedule 1 at the University ("Program").
- B. As part of the Program, the Student will be placed with the Organisation for a vocational placement ("Placement").
- C. The Organisation agrees to host the Student for the Placement and the Student agrees to participate in the Placement on the following terms and conditions.

AGREEMENT:

Term

- 1. This Agreement shall commence once it has been signed by all Parties and shall expire on the Completion Date specified in Schedule 1 ("Term"), unless terminated in accordance with this Agreement.

Placement

- 2.1 The aims of the Placement are to:
 - (a) provide a practical context for the courses of study undertaken by the Student throughout the Program;
 - (b) enable the Student to apply and develop the skills and knowledge gained from the Program in a workplace environment; and
 - (c) assist the Student in gaining real skills by shadowing staff members within the Organisation in their daily activities.
- 2.2 The Student will attend the Organisation's places of work to undertake the Placement for the Placement Hours specified in Schedule 1.
- 2.3 The benefits to the Student are outlined in clause 2.1 above. Any remuneration to be provided to the Student by the Organisation in connection with the Placement must be specified in Schedule 3 (if applicable).
- 2.4 The Organisation and the Student may enter into a separate employment agreement if the Organisation wishes to engage the Student as an employee outside of the Placement Hours.
- 2.5 Any specific requirements for the Placement are listed in Schedule 3.

University's Obligations and Responsibilities

- 3.1 The obligations and responsibilities of the University in respect of the Placement are:
 - (a) to provide an induction program for the Student to inform them of their general responsibility to behave in a safe manner in a workplace environment and comply with occupational health and safety requirements;
 - (b) to remain responsible for the overall control and discipline of the Student, apart from reasonable direction provided on a daily basis by the Organisation to the Student while they are undertaking the Placement at the Organisation's places of work; and
 - (c) to advise the Student of confidentiality, privacy and other obligations which may apply to them during and, in some cases, after the period of the Placement.
- 3.2 The University indemnifies the Organisation from and against all loss, liability and expense (including legal costs) relating to any injury to persons or any loss or damage to property resulting from a negligent or unlawful act or omission of the University or the Student in connection with the Placement, except to the extent that the loss, liability or expense is caused or contributed to by the Organisation or its employees, agents, contractors, clients, customers or consultants.
- 3.3 The University will not be liable for the acts or omissions of the Organisation, its employees, agents, clients, customers or consultants in any way related to the Placement.
- 3.4 Any remuneration to be provided to the Organisation by the University must be specified in Schedule 3 (if applicable).
- 3.5 The University's Representative listed in Schedule 1 will manage the University's obligations and responsibilities in respect of the Placement.

Organisation's Obligations and Responsibilities

- 4.1 The obligations and responsibilities of the Organisation in respect of the Placement are:
 - (a) to satisfy itself that the Student is suitable for the Placement having regard to, amongst other things, the information disclosed in, if relevant, a National Police Certificate and a Working with Children Check assessment notice;
 - (b) to supervise the Student whilst they are undertaking the Placement and appoint appropriately qualified and experienced personnel to undertake such supervision;
 - (c) to ensure that the tasks undertaken by the Student on the Placement and the level of supervision of the Student is appropriate, taking into account the Student's skills and level of experience;
 - (d) to ensure that the Placement is relevant to the Program and provide adequate facilities and appropriate training and learning experiences for the Student whilst undertaking the Placement;
 - (e) to provide appropriate orientation and training for the Student in relation to the Organisations' policies and safe work procedures;
 - (f) to maintain a record of the Student's attendance for the duration of the Placement;
 - (g) to ensure that the health and safety of the Student is not placed at risk during the period of the Placement and comply with all obligations under applicable occupational health and safety and equal opportunity and anti-discrimination laws in respect of the Student; and
 - (h) to ensure that the Student is not treated as an employee of the Organisation during the Placement and is not required to carry out any functions as an employee of the Organisation for the duration of the Placement.
 - 4.2 The Organisation must maintain confidentiality regarding any confidential information provided by the University or the Student and comply with all applicable privacy laws in respect of the Student.
 - 4.3 The Organisation indemnifies the University and the Student from and against all loss, liability and expense (including legal costs) relating to any injury to persons or any loss or damage to property resulting from a negligent or unlawful act or omission of the Organisation or its employees, agents, contractors clients, customers or consultants in connection with the Placement, except to the extent that the loss, liability or expense is caused or contributed to by the University or the Student.
 - 4.4 Any remuneration to be provided to the University by the Organisation must be specified in Schedule 3 (if applicable).
 - 4.5 The Organisation's Representative listed in Schedule 1 will manage the Organisation's obligations and responsibilities in respect of the Placement.
- Student's Obligations and Responsibilities**
- 5.1 The Student must complete a medical consent form prior to commencing the Placement.
 - 5.2 The Student must notify the University of any potential conflicts of interest prior to the signing of this Agreement, and immediately notify the University's representative and the Organisation's representative of any conflicts of interest that arise during the Term.
 - 5.3 The obligations and responsibilities of the Student in respect of the Placement are:
 - (a) to undertake a National Police check and/or Working With Children check if required;
 - (b) to maintain confidentiality for information obtained in connection with the Placement;
 - (c) to notify the Organisation and the University in advance if unable to attend the Organisation for any part of the Placement (except in an emergency situation where advance notice is not possible); and
 - (d) to behave in accordance with the Student Code of Behaviour set out at Schedule 2.
 - 5.4 The Student is responsible for all expenses associated with his/her participation in the Placement, including but not limited to:
 - (a) HECS or tuition fees, including the Services and Amenities fee.
 - (b) the cost of text books and educational supplies required for the Placement;
 - (c) all travel, medical, accommodation and living expenses associated with the Placement;
 - (d) all costs resulting from the modification or termination of the Placement.
 - 5.5 The student indemnifies the Organisation and the University from and against all loss, liability and expense (including legal costs) relating to injury to persons or any loss or damage to property resulting from a negligent or unlawful act or omission of the Student in connection with the Placement, except to the extent that the loss, liability or expense is caused or contributed to by the Organisation or by the University

Disclosure of Personal Information

- 6. The Student consents to the disclosure by the University of personal information, including but not limited to his/her academic record and medical or health information, in any of the following circumstances:
 - (a) if the University believes the disclosure would assist any hospital or other medical provider;
 - (b) where the University believes the disclosure of the personal information is warranted in accordance with the University's Information Privacy Policy.

Unforeseen Circumstances

- 7. The Student acknowledges that the University may modify his/her participation in the Placement in circumstances beyond the control of the University, including but not limited to the outbreak of war, disease, civil unrest or natural disasters.

Compliance with Applicable Laws and Directions

- 8.1 The Student must comply with University legislation and policies and procedures for the duration of his/her enrolment. Failure to comply may result in the immediate termination of the Placement.
- 8.2 The Student must strictly adhere to all directions from the University or the Organisation in relation to occupational health and safety, confidentiality, privacy or other obligations which may apply to him/her during and, in some cases, after the period of the Placement.

Consent for Photographs, Footage and Testimonials

- 9.1 The Student grants the University his/her permission to use, copyright and publish all photographs and/or footage taken of him/her in connection with the Placement.
- 9.2 The Student waives the right to inspect or approve versions of the photographs and/or footage and/or testimonials used for publication by the University.
- 9.3 The Student releases the University (and its officers, employees, agents, students and contractors) from any liability (to the extent permitted by law) for any loss, injury or damage suffered in relation to the use of any photographs and/or footage and/or testimonials, including but not limited to any claims of defamation, invasion of privacy or infringement of copyright.

Ambassadorship

- 10.1 The Student acknowledges that being a representative and ambassador of the University is an important part of the Placement.
- 10.2 The University may terminate the Placement immediately if the Student fails to maintain what the University considers to be an acceptable standard of public and private conduct.

Insurance

- 11.1 The University and the Organisation must respectively take out and maintain for the Term a public liability insurance policy for personal injury and damage to property for an amount in respect of a single accident of not less than \$10 million.
- 11.2 The University must take out and maintain personal accident insurance for the Student for the duration of the Placement.
- 11.3 For VET students, a WorkCover insurance policy is held by the Department of Education and Early Childhood Development.
- 11.4 If a VET student is injured while undertaking a placement and wishes to make a claim for compensation, the following process must be undertaken:
 - (a) the Student shall complete and sign a Worker's Injury Claim form, with the assistance of the Organisation and/or the University, if necessary;
 - (b) the University shall complete and sign the Employer section of the Worker's Injury Claim form and an Employer Injury Claim Report form in consultation with the Organisation, if necessary);
 - (c) the University shall record the following details on both forms:
 - (i) Practical Placement Claim
 - (ii) Employer Scheme Registration Number 1624618
 - (iii) Employer's Reference Number 9573347
 - (d) the University shall forward the original version of both claim forms together with any medical certificates and accounts and a certified copy of this Agreement to:
 - CGU Workers Compensation Victoria
 - PO Box 2090S
 - Melbourne VIC 3001
 - Phone: (03) 8603 1165
 - Fax: (03) 8804 9426
 - (e) the University shall retain duplicates of both forms together with copies of any Certificates of Capacity and medical certificates and accounts.
- 11.5 For higher education students, the Student acknowledges that he/she is not classified as an employee of the Organisation and not likely to be covered under a WorkCover insurance policy held by the University or the Organisation.

11.6 The University and the Organisation must provide copies of the applicable certificates of currency for the insurances referred to in this clause 11, if requested by the other Party.

Limit of Liability

12. To the extent permitted by law, the total liability of the University to the Student and the Organisation for injury, damage or loss arising out of or in any way connected directly or indirectly with the Placement is limited to the amounts specified in the applicable certificates of currency for the insurances referred to in clause 11.

Intellectual Property:

13.1 For the purposes of this clause, "Intellectual Property" means copyright, all rights conferred under statute, common law or equity in relation to inventions, registered and unregistered designs, registered and unregistered trademarks, circuit layouts, confidential information and other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

13.2 The Intellectual Property in all training, curriculum and learning materials and reports used or created in relation to the Placement is owned by the University. The Student and the Organisation shall take all reasonable steps to ensure that any such materials provided by the University are not duplicated or disclosed to any person in contravention of the provisions of this Agreement. This provision shall survive expiration or termination of this Agreement.

Privacy

14.1 All Parties agree with respect to all activities related to or in connection with the Placement:

(a) to comply with the Information Privacy Principles as set out in the *Privacy and Data Protection Act 2014 (Vic)* which concern personal information to the extent that the content of those principles apply to the activities that the Parties are undertaking under this Agreement; and

(b) to indemnify the other Party in respect of any loss, liability or expense suffered or incurred by the other Party arising out of or in connection with a breach of the obligations under this clause or any misuse of personal information by the Party in breach of an obligation of confidence whether under the *Privacy and Data Protection Act 2014 (Vic)* or otherwise.

14.2 The indemnities given under clause 14.1 shall survive the expiry or termination of this Agreement.

Dispute Resolution

15. Any dispute relating to the Placement that cannot be resolved immediately by the Organisation must be notified to the University's Representative. Should resolution not be forthcoming, the University's Representative will arrange for a conference by telephone or otherwise with the Organisation's Representative to consider the dispute.

Termination

16. The University may terminate this Agreement by giving written notice to the Organisation and the Student.

General

17.1 This Agreement does not create, nor is it intended to create, an employment relationship or a relationship of principal and agent, nor shall it constitute a partnership.

17.2 The waiver by a Party in respect of any breach of a condition or clause of this Agreement by another Party shall not be deemed to be a waiver in respect of any other condition, clause or provision or any subsequent breach of that condition, clause or provision. The failure by a Party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision by that Party.

17.3 Any provision of this Agreement which is void or voidable by a Party or is or becomes at any time unlawful or unenforceable shall, to the extent that it is void or voidable or is unlawful or unenforceable, be deemed to be excised from and not form part of this Agreement without affecting the validity or enforceability of the remaining provisions.

17.4 The terms of this Agreement are the full terms agreed between the Parties. The Organisation acknowledges that it has not been induced to enter into this Agreement by any representation or warranty (written or oral) made by or on behalf of the University.

17.5 This Agreement is governed by the laws of the State of Victoria, Australia.

17.6 This Agreement may only be altered or amended by written agreement between all Parties.

Executed as an Agreement.

SIGNED FOR AND ON BEHALF OF FEDERATION UNIVERSITY AUSTRALIA by its duly authorised officer:

Signature of duly authorised officer

Name of duly authorised officer

Date signed

Position of authorised officer

SIGNED FOR AND ON BEHALF OF THE ORGANISATION by its duly authorised officer:

Signature of duly authorised officer

Name of duly authorised officer

Date signed

Position of authorised officer

SIGNED BY THE STUDENT:

Signature of Student

Name of Student

Date signed

Address of Student

SIGNED BY PARENT/GUARDIAN (where student is under 18 years):

Signature of Parent/Guardian

Name of Parent/Guardian

Date signed

Address of Parent/Guardian

Schedule 1: Placement Details

Student

Name: Insert Student Name
Student Number: Insert Student ID.
Address: Insert Address
Email: Insert email address
Telephone: Insert student tel. no.

Organisation

Organisation Name: Insert Full name of Organisation
ABN: Insert ABN
Address: Insert organisation address

Program

Program Name: Insert Program name Program Code: Insert Program code

Placement Duration

The Student will undertake the Placement at the Organisation for Enter time period.

Total Placement Hours: Insert total hours

Completion Date

The Completion Date for this Agreement is: Insert completion date

University's Representative

Name: Insert name
Title: Insert title
Address: Insert address
Email: Insert email address
Telephone: Insert tel. no.

Organisation's Representative

Name: Insert name
Title: Insert title
Address: Insert address
Email: Insert email address
Telephone: Insert tel. no.

Student's Emergency Contact

Name: Insert name
Address: Insert address
Email: Insert email address
Telephone: Insert tel. no.

Schedule 2: Student Code of Behaviour

1. Introduction

This Code of Conduct (the Code) outlines the standard of behaviour expected of students of the University whilst on placement. It is designed to assist students to understand their responsibilities and obligations and provide guidance on expected behaviours whilst on placement with an Organisation.

The Code does not seek to encompass all possible scenarios arising in the context of a placement however, it provides a set of principles to guide students on acceptable and unacceptable behaviour.

The Code should be read in conjunction with University legislation, policies, procedures and workplace agreements.

2. Ambassadorship

Acting as an ambassador for the University is an important part of any placement. The University encourages students to act in a professional manner at all times. This may include:

- a. actively seeking out actual and implicit rules of the Organisation's behaviour and complying with them;
- b. ensuring that supervisors are aware of the student's location;
- c. obtaining permission before leaving the usual placement location;
- d. arriving punctually, and delivering work in accordance with the Organisation's deadlines;
- e. being enthusiastic and acting as a member of the team;
- f. respecting the Organisation's property and fellow workers; and/or
- g. complying with the Organisation's dress code, or, where appropriate, wearing the correct University uniform.

3. Hours and Attendance

In keeping with the experience of workplace life, students will generally keep the same hours as their accompanying salaried staff. This might mean that, in some weeks, students may work additional hours. However, over the duration of the placement the total hours worked should not exceed the Organisation's standard hours.

Prior approval is required from the University if the student is required, or wishes, to work in excess of the Organisation's standard hours.

4. Security and Confidentiality

It is of utmost importance that you maintain the confidentiality of the Organisation's information. Your Organisation may ask you to sign a Confidentiality Deed. You should read this carefully and are encouraged to obtain your own independent legal advice before you sign it. If you decide not to sign, then you must advise the University representative as soon as possible. Remember that you must not discuss the Organisation's confidential information with any other person. If you feel like you need to talk to someone about your experiences on placement, you can contact the University counselling services.

You are also required to adhere to the Organisation's procedures and standards surrounding access to, and use of, passwords, keys, documents and technology (including computers). You must not use the Organisation's facilities or materials for your own personal benefit. Always seek permission before accessing materials or equipment.

Please contact your Faculty if you have any questions about the Code, or about the University's expectations for student behaviour whilst on placement.

Schedule 3: Specific Requirements

Insert any specific requirements for the placement including any payment requirements (if applicable)