

SECTION A - ORGANISATION TO COMPLETE	
ABN Entity Name	ABN
Organisation Name	Contact Name
Email	Postal Address
Phone	
ORGANISATION BANK DETAILS FOR EFT PAYMENT	
Account Name	Bank
Branch/BSB	Account Number
ORGANISATION DECLARATION	
By signing this Agreement I agree to Section B – Terms and Conditions of the Agreement; I confirm that all information provided is true and correct, and that I am an Authorised Signatory for the Organisation	
SECTION B – PLACEMENT AGREEMENT	
<p>FEDERATION UNIVERSITY AUSTRALIA (ABN 51 818 692 256) of University Drive, Mt Helen, Victoria 3350. ("University")</p> <p>and</p> <p>THE ORGANISATION as identified in the Payment Application. ("Organisation")</p> <p>TERMS AND CONDITIONS OF THE AGREEMENT</p> <p>Term</p> <p>1.1 This Agreement shall commence once it has been signed by the Organisation in Section A and shall expire on the Completion Date after 5 years ("Term"), unless terminated in accordance with this Agreement.</p> <p>Placements</p> <p>2.1 The aims of the placements are to:</p> <ol style="list-style-type: none"> provide a practical context for the courses of study undertaken by the students throughout the Program; enable the students to apply and develop the skills and knowledge gained from the Program in a workplace environment; and assist the students in gaining real skills by shadowing staff members within the Organisation in their daily activities. <p>2.2 Students will attend the Organisation's places of work to undertake placements for the placement hours as agreed by the Parties.</p> <p>2.3 The benefits to students are outlined in clause 2.1 above. No remuneration to be provided to students by the Organisation.</p> <p>2.4 The Organisation and a student may enter into a separate employment agreement if the Organisation wishes to engage the student as an employee outside of the placement hours.</p> <p>University's Obligations and Responsibilities</p> <p>3.1 The obligations and responsibilities of the University in respect of the placements are:</p> <ol style="list-style-type: none"> to provide an induction program for students 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; to remain responsible for the overall control and discipline of students, apart from reasonable direction provided on a daily basis by the Organisation to students while they are undertaking the placements at the Organisation's places of work; and to advise students of confidentiality, privacy and other obligations which may apply to them during and, in some cases, after the period of the placements. <p>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 students in connection with the placements, 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.</p>	<p>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 placements.</p> <p>3.4 The University's Representative will manage the University's obligations and responsibilities in respect of the placements.</p> <p>Organisation's Obligations and Responsibilities</p> <p>4.1 The obligations and responsibilities of the Organisation in respect of the placements are:</p> <ol style="list-style-type: none"> to satisfy itself that students are suitable for the placements having regard to, amongst other things, the information disclosed in, if relevant, a National Police Certificate and Working with Children Check assessment notice; to supervise students whilst they are undertaking the placements and appoint appropriately qualified and experienced personnel to undertake such supervision; to ensure that the tasks undertaken by students on the placements and the level of supervision of students is appropriate, taking into subject to the students' skills and level of experience; to ensure that the placements are relevant to the Program and provide adequate facilities and appropriate training and learning experiences for students whilst undertaking the placements; to provide appropriate orientation and training for students in relation to the Organisation's policies and safe work procedures; to maintain a record of the students' attendance for the duration of the placements; to ensure that the health and safety of students is not placed at risk during the period of the placements and comply with all obligations under applicable occupational health and safety and equal opportunity and anti-discrimination laws; and to ensure that students are not treated as employees of the Organisation during the placements and is not required to carry out any functions as an employee of the Organisation for the duration of the placements. <p>4.2 The Organisation must maintain confidentiality regarding any confidential information provided by the University or the students and comply with all applicable privacy laws in respect of the students.</p> <p>4.3 The Organisation indemnifies the University and the students 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 placements, except to the extent that the loss, liability or expense is caused or contributed to by the University or the students.</p> <p>4.4 No remuneration to be provided to the University by the Organisation.</p> <p>4.5 The Organisation's Representative will manage the Organisation's obligations and responsibilities in respect of the placements.</p> <p>Insurance</p> <p>5.1 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 \$20 million.</p>

- 5.2 The University must take out and maintain personal accident insurance for students for the duration of the placements.
- 5.3 For higher education students, the Parties acknowledges that a student 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.
- 5.4 The University and the Organisation must provide copies of the applicable certificates of currency for the insurances referred to in this clause 5, if requested by the other Party.

Remuneration

- 6.1 Remuneration to the Organisation will be in accordance with the Department of Education and Training's scheduled rates for Professional Experience.
- 6.2 This Agreement relates to and is limited to the Professional Experience program.
- 6.3 The Organisation acknowledges that it is registered for GST and that it will notify the University if it ceases to be registered.
- 6.4 The University will issue a RCTI within 28 days of the making or determining the value of the supply received.
- 6.5 The RCTI is a Tax Invoice for the supply of services to the University, will be supplied by the University in a form approved by the Commissioner of Taxation.
- 6.6 The University shall issue a copy of the RCTI to the Organisation and retain the original.
- 6.7 The University shall issue a recipient created adjustment note to the Organisation in relation to adjustment events that occur in respect of supplies for which a RCTI was issued.
- 6.8 The Organisation shall not issue tax invoices in respect of the taxable supplies for which a RCTI was or will be issued.
- 6.9 The University acknowledges that it is registered for GST and that it will notify the Organisation if it ceases to be registered or if it ceases to satisfy any of the requirements the GST Ruling GSTR 2000/10 and any subsequent ruling by the Commissioner of Taxation on this matter.
- 6.10 A word or expression defined in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- 6.11 The parties both acknowledge that this agreement is based on the requirements set out in paragraph 13 of the GST Ruling GSTR 2000/10.

Intellectual Property

- 7.1 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.
- 7.2 The Intellectual Property in all training, curriculum and learning materials and reports used or created in relation to the placements are owned by the University. The Organisation must 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

- 8.1 All Parties agree to comply with the Information Privacy Principles as set out in the *Privacy and Data Protection Act 2014 (Vic)* and the Health Privacy Principles as set out in the *Health Records Act 2001 (Vic)* to the extent that those principles apply to the activities that the Parties are undertaking under this Agreement.

Dispute Resolution

- 9.1 Any dispute relating to the placements that cannot be resolved immediately by the Organisation must be notified to the University's Representative. The University's Representative will arrange for a conference by telephone or otherwise with the Organisation's Representative to consider the dispute.

Termination

- 10.1 The University may terminate this Agreement by giving one weeks' written notice to the Organisation.

Quality Assurance

- 11.1 The University must comply with Commonwealth legislation regulating higher and vocational education, namely:
- the *Higher Education Standards Framework (Threshold Standards) 2011*, which are administered by the Tertiary Education Quality and Standards Agency ("TEQSA"); and
 - the *Standards for Registered Training Organisations 2015*, which are administered by the Australian Skills Quality Authority ("ASQA").
- 11.2 The Parties agree that the services provided under this Agreement may be subject to the University conducting quality assurance audits. Such audits will include an audit examining the performance of each Party's roles and responsibilities, in addition to the monitoring of quality of academic standards. The Organisation must comply with and implement in a timely manner, any reasonable requirements evidenced by the University's quality assurance audit.
- 11.3 The Organisation agrees to cooperate with TEQSA, ASQA or the University's auditors:
- by providing accurate and factual responses to information requests from TEQSA, ASQA or the University's auditors relevant to the services provided under this Agreement; and
 - in the conduct of audits and the monitoring of its operations.
- 11.4 In the event that a Party is deemed by the other Party to have failed to achieve the expected standard of performance under this Agreement, the dispute resolution process in Clause 9 may be applied.

General

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 This Agreement constitutes the entire agreement between the Parties.
- 12.5 This Agreement is governed by the laws of the State of Victoria, Australia.
- 12.6 This Agreement may only be altered or amended by written agreement between the Parties.

SECTION C – SCHOOL OF EDUCATION TO COMPLETE

Placement Agreement
 authorised by Signing Delegate Dean, School of Education

SECTION D – FINANCE TO COMPLETE

Action required	Vendor ID	ABN verified
Verified for and on behalf of Finance	SIC # UNSPSC #	RCTI creation SBI ERS
myFinance & SWL config. completed by	Verified by Management Accountant	

PLEASE REMIT COMPLETED FORM TO sea.professionalexperience@federation.edu.au