

**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")

**RECITALS:**

- A. The University wishes to place its students on vocational placements and has requested the Organisation to host its students.
- B. The Organisation agrees to host the University's students for the placements on the following terms and conditions.

**AGREEMENT:**

**Term**

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

**Placements**

- 2.1 The aims of the placements are to:
- (a) provide a practical context for the courses of study undertaken by the students throughout the Program;
  - (b) enable the students to apply and develop the skills and knowledge gained from the Program in a workplace environment; and
  - (c) assist the students in gaining real skills by shadowing staff members within the Organisation in their daily activities.
- 2.2 Students will attend the Organisation's places of work to undertake placements for the placement hours as agreed by the Parties.
- 2.3 The benefits to students are outlined in clause 2.1 above. Any remuneration to be provided to students by the Organisation must be specified in Schedule 2 (if applicable).
- 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.
- 2.5 Any specific requirements for the placements are listed in Schedule 2.

**University's Obligations and Responsibilities**

- 3.1 The obligations and responsibilities of the University in respect of the placements are:
- (a) 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;
  - (b) 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
  - (c) 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.
- 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.

- 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.
- 3.4 Any remuneration to be provided to the Organisation by the University must be specified in Schedule 2 (if applicable).
- 3.5 The University's Representative listed in Schedule 1 will manage the University's obligations and responsibilities in respect of the placements.

**Organisation's Obligations and Responsibilities**

- 4.1 The obligations and responsibilities of the Organisation in respect of the placements are:
- (a) 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;
  - (b) to supervise students whilst they are undertaking the placements and appoint appropriately qualified and experienced personnel to undertake such supervision;
  - (c) to ensure that the tasks undertaken by students on the placements and the level of supervision of students is appropriate, taking into account the students' skills and level of experience;
  - (d) 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;
  - (e) to provide appropriate orientation and training for students in relation to the Organisations' policies and safe work procedures;
  - (f) to maintain a record of the students' attendance for the duration of the placements;
  - (g) 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 in respect of the students; and
  - (h) 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.
- 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.
- 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.
- 4.4 Any remuneration to be provided to the University by the Organisation must be specified in Schedule 2 (if applicable).
- 4.5 The Organisation's Representative listed in Schedule 1 will manage the Organisation's obligations and responsibilities in respect of the placements.

**Insurance**

- 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 \$10 million.
- 5.2 The University must take out and maintain personal accident insurance for students for the duration of the placements.
- 5.3 For VET students, a WorkCover insurance policy is held by the Department of Education and Early Childhood Development.
- 5.4 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.
- 5.5 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.
- 5.6 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.

**Limit of Liability**

6. To the extent permitted by law, the total liability of the University to the Organisation for injury, damage or loss arising out of or in any way connected directly or indirectly with a placement is limited to the amounts specified in the applicable certificates of currency for the insurances referred to in clause 5.

**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 with respect to all activities related to or in connection with the placements:
- (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.
- 8.2 The indemnities given under clause 8.1 shall survive the expiry or termination of this Agreement.

**Dispute Resolution**

9. Any dispute relating to the placements 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**

10. The University may terminate this Agreement by giving written notice to the Organisation.

**General**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 This Agreement is governed by the laws of the State of Victoria, Australia.
- 11.6 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

## Schedule 1

### **Organisation**

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

### **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.

## **Schedule 2: Specific Requirements**

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