|  |  |
| --- | --- |
|  | Student Placement AgreementPLACEMENT PROVIDER:[Insert Name] EDUCATION PROVIDER:Federation University Australia |

Student placement agreement

|  |
| --- |
| ~\*~ |

Details 3

Agreed terms 3

1. Defined terms 3

2. Objectives and principles 5

3. Term of Agreement 5

4. Annual review and variations 5

5. Standardised Student Induction Protocol 5

6. Fee arrangements 5

7. Responsibilities of the Education Provider 6

8. Responsibilities of the Student Placement Provider 7

9. Warranties 7

10. Procedures regarding unacceptable Student performance 8

11. Confidentiality and Privacy 9

12. Intellectual Property 9

13. Dispute resolution 9

14. Police checks 10

15. Termination 10

16. Deferral or cancellation of Student Placement 11

17. Insurance 11

18. Indemnities 11

19. Miscellaneous 12

20. Provisions applicable to VET Students 13

Schedule 1 – Student Placement Schedule 14

Schedule 2 – Agreed variations to agreement (DHHS template) 16

21. Educational Quality Assurance 17

Signing page 22

|  |
| --- |
|  |

To **UPDATE** the table of contents - position your cursor in the TOC and **press the F9 function key** – If you need to **CREATE** the table of contents click on the **'Generate ME TOC'** icon on the **Agreement Deed tab** above **OR** click on the ***'References' tab*** and select **'ME TOC'**

Details

|  |  |
| --- | --- |
| Date |  2018 |

Parties

|  |  |
| --- | --- |
| Student Placement Provider  |   |
| ABN  |  |
| Address  |  |

|  |  |
| --- | --- |
| Education Provider  | FEDERATION UNIVERSITY AUSTRALIA a body politic and corporate pursuant to the provisions of the *Federation University Australia Act 2010* |
| ABN  | 51 818 692 256 |
| Address  | University Drive, Mt Helen, Victoria 3350 |

Background

1. The Student Placement Provider and the Education Provider have agreed to conduct Student Placements in accordance with the terms and conditions of this Agreement.

Agreed terms

1. Defined terms

In this document:

1. **Australian Criminal Intelligence Commission (ACIC)** means the executive agency within the Commonwealth Attorney General's portfolio that provides, on behalf of the Australian Police Services, national criminal history record checking services to accredited third-party agencies.
2. **Agreement** means this document, including the Schedules.
3. **Business Day** means, in relation to anything that needs to be done, or received, a day not being a Saturday, Sunday or declared public holiday in Melbourne or a holiday of the Education Provider as published in the Education Provider's academic calendar from time to time.
4. **Clinical Education** means supervised practical experience in a relevant discipline.
5. **Clinical Supervisor** refers to a person nominated by the Parties and named in Placeright or other written communication whose role includes the provision of supervision of an allocated Student or group of Students throughout a single Student Placement.
6. **Commencement Date** of this Agreement means the date on which this Agreement has been signed by both Parties.
7. **Confidential Information** means any information or data, including Personal Information as defined in the *Privacy and Data Protection Act 2014* (Vic) and Health Information as defined in the *Health Records Act 2001* (Vic), whether or not in a material form, which is confidential to a party including confidential information acquired, collected or developed for the purpose of the Student Placement or obtained during the Term of this Agreement, except that which is already in the public domain otherwise than as a result of a breach of this Agreement.

**Dispute** means any dispute or difference between the Student Placement Provider and the Education Provider that arises under or in connection with this Agreement.

1. **Education Provider** means the entity specified in Schedule 1.
2. **Education Provider Contact Person** means the person named in Schedule 1 and nominated by the Education Provider to administer each Student Placement and the placement of Students at the Student Placement Provider in conjunction with the relevant Student Placement ProviderContact Person.
3. **Intellectual Property** includes:
	1. patents, copyright, registered designs, trademarks; and
4. (b) any application or right to apply for registration of any of those rights.
5. **Law** means the requirements of all applicable statutes, rules, regulations, proclamations, ordinances, by-laws or policies in force in the State in which the Student Placement Provider is located.
6. **National Police Certificate** means an Australia-wide check of a person's criminal history prepared by the Australian Federal Police, a State or Territory police service, or an agency accredited by ACIC.
7. **Patient** means a person who receives a health or other service which is provided by the Student Placement Provider, irrespective of the location, and who may also be known as a client, consumer or resident.
8. **Placement Period** means the period during which the Student will be located at the Student Placement Provider for the purpose of undertaking the Student Placement.
9. **Program of Study** means any academic program or course offered by the Education Provider, of which the Student Placement forms part.
10. **Registered Training Organisation** is an Education Provider that is registered, with either the Australian Skills Quality Authority (**ASQA**) or the Victorian Registration and Qualifications Authority (**VRQA**), to provide accredited courses in vocational education and training in Victoria.
11. **Standardised Student Induction Protocol** is the relevant version of the Standardised Student Induction Protocol as amended from time to time and published by the Department of Health & Human Services, accessible at www.health.vic.gov.au.
12. **Student** means a student enrolled in a Program of Study with the Education Provider and placed at the Student Placement Provider to undertake a Student Placement for the purpose of Clinical Education.
13. **Student Placement** means the placement of a Student with the Student Placement Provider for the purpose of providing Clinical Education.
14. **Student Placement Provider** means the entity specified in Schedule 1.
15. **Student Placement Provider Contact Person** means the person named in Schedule 1 and nominated by the Student Placement Provider to administer each Student Placement and the placement of Students in the Student Placement Providerin conjunction with the relevant Education Provider Contact Person.
16. **Student Undertaking** means an undertaking in the form recorded in Schedule 3 to this Agreement.
17. **Supervision** means the oversight of Student Placements in a manner consistent with the model of supervision that is applicable to the Student Placement and recorded in Schedule 1.
18. **Term of this Agreement** means the term specified in clause 3 of this Agreement.
19. **Vocational Education and Training (VET) Students** are students enrolled in a Program of Study with an Education Provider that is a Registered Training Organisation.
20. Objectives and principles
	* 1. Nothing in this Agreement commits or obliges a Student Placement Provider to accept Students from the Education Provider.
		2. If a Student Placement Provider accepts Students from the Education Provider, the terms and conditions of this Agreement will govern the Student Placement.
		3. The Parties agree to liaise with each other regarding the number of Students who will attend the Student Placement Provider for the purpose of Clinical Education.
		4. The Parties agree to liaise with each other regularly to ensure the terms of this Agreement operate efficiently and in the best interests of both Parties.
		5. The Parties agree that:
			1. nothing in this Agreement creates any employment or other similar relationship between the Student Placement Provider and any Student; and
			2. each party is responsible for complying with all of its obligations at Law with respect to Students.
21. Term of Agreement

The Term of this Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with clause 15, end five (5) years after the Commencement Date, or on such other date as agreed in writing between the Parties.

1. Annual review and variations
	* 1. The Parties must review Schedule 1 of this Agreement on an annual basis.
		2. Any variation to this Agreement must be agreed between the Parties and recorded in writing in Schedule 2. To the extent of any inconsistency between a term of this Agreement and a term recorded in Schedule 2, the term recorded in Schedule 2 will prevail.
		3. Subject to subclause 4(b), the Parties agree that the terms of this Agreement will not be varied.
2. Standardised Student Induction Protocol
	* 1. Each party agrees to comply with the Standardised Student Induction Protocol, to the extent it is relevant. To the extent that the Parties agree to depart from the requirements of the Standardised Student Induction Protocol, such agreement must be recorded in Schedule 2.
		2. Either party may refuse to commence a Student Placement for any Student if the obligations in the Standardised Student Induction Protocol have not been met by the other party.
3. Fee arrangements
	* 1. The Education Provider agrees to pay the Student Placement Provider the fees set out in Schedule 1, which must be consistent with the Standardised Schedule of Fees for Clinical Placement of Students in Victorian Public Health Services, as amended from time to time and accessible at www.health.vic.gov.au, and which apply in respect of the relevant Student.
		2. In-kind contributions agreed between the Parties and specified in Schedule 1 of this Agreement may be taken into account by the Parties in the setting of fees.
4. Responsibilities of the Education Provider

The Education Provider agrees:

* + 1. each Student nominated by the Education Provider to undertake a Student Placement is, to the best of the Education Provider's knowledge, fit, proper and competent to undertake the Student Placement, and the Education Provider has informed each Student that the Student Placement Provider expects high standards from the Student in relation to honesty, integrity and general behaviour;
		2. a Student's access to a Patient and the Patient’s personal information is and remains subject to the Student Placement Provider's overriding duty of care to the Patient, and is conditional upon that Patient first giving his or her consent to that Student's access, where reasonably practical;
		3. a Student may only participate in the delivery of health care or treatment at levels commensurate with his or her stage of preparation and progress in his or her Program of Study and as approved by the Student Placement Provider, and must be supervised at all times in accordance with the Supervision Model that applies as specified in Schedule 1;
		4. to comply with, and to ensure its Students understand, the obligations under the Standardised Student Induction Protocol (as amended from time to time), and any applicable additional requirements specified in Schedule 1;
		5. to obtain from each Student the Student Undertaking set out in Schedule 3, and to provide a copy of the signed Student Undertaking to the Student Placement Provider in advance of the commencement of the Placement Period;
		6. to inform Students that, while Students are on the premises of the Student Placement Provider or participating in the Student Placement in any other clinical or professional setting under instructions from the Student Placement Provider, Students will be bound by Laws, protocols, procedures, policies and guidelines applicable to staff of the Student Placement Provider and any other relevant information of which Students of the Education Provider have been advised, including:
			1. acting in a manner consistent with the mission and health care philosophy of the Student Placement Provider; and
			2. acting in a manner consistent with reasonable and appropriate standards for a professional, clinical environment;
		7. to take all reasonable steps to ensure that, for the duration of the Placement Period, Students:
			1. comply with all reasonable instructions given by the Student Placement Provider or its employees, agents, representatives and any visiting clinicians accredited to the Student Placement Provider;
			2. perform any tasks allocated to them as part of the Student Placement with due care, skill and attention and in a proper and time efficient manner;
			3. comply with all applicable Laws, protocols, procedures, policies and guidelines, including, without limitation, all matters pertaining to occupational health and safety, infection control, privacy and confidentiality, personal information and health records and any reasonable requirements as directed by the Student Placement Provider from time to time;
			4. do not improperly remove from the Student Placement Provider any property belonging to the Student Placement Provider (including but not limited to equipment and medical records);
			5. do not represent that they are employed or act on behalf of the Student Placement Provider; and
			6. do not otherwise act in a manner which could disrupt or adversely affect the Student Placement Provider's reputation, interests or goodwill;
		8. that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Student Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Student Placement;
		9. that the Student Placement Provider is entitled to make relevant enquiries and take other necessary steps to satisfy itself that Students are competent to undertake the Student Placement, and that they conduct themselves in a safe and professional manner;
		10. to notify the Student Placement Provider Contact Person if a complaint is received by the Education Provider in relation to a Student or any other person regarding a Student Placement; and
		11. where possible, to give prior notice to the Student Placement Provider of a Student's illness or absence during the Placement Period.
1. Responsibilities of the Student Placement Provider

The Student Placement Provider agrees:

* + 1. to use all reasonable endeavours to ensure that, for the duration of the Placement Period, Students:
			1. act only under the supervision of a suitably experienced, qualified and (where relevant) registered clinician at all times when undertaking the Student Placement;
			2. are supervised in accordance with the supervision model set out in Schedule 1, and otherwise in accordance with the usual standards and practice for the relevant discipline, taking into account the level of experience and competency of the particular Student;
		2. that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Student Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Student Placement;
		3. that where the Student Placement Provider reasonably requires a Student to travel during the Student Placement in order to perform allocated tasks, all necessary travel arrangements will be made by the Student Placement Provider at the Student Placement Provider's expense;
		4. to notify the Education Provider Contact Person if a complaint is received by the Student Placement Provider in relation to the Student or any other person regarding a Student Placement;
		5. to use reasonable endeavours to obtain Patient consent to Students participating in the care and treatment of Patients;
		6. to make its relevant by-laws, policies, manuals, guidelines, protocols, procedures and any other relevant information readily available to Students;
		7. to provide Students with details of any emergency procedure to be followed;
		8. to provide an orientation for Students that is consistent with the recommendations in the Standardised Student Induction Protocol;
		9. to provide facilities, subject to the operational requirements of the Student Placement Provider, to enable staff of the Education Provider to conduct Clinical Education discussions with their Students; and
		10. to provide Students at no cost with protective garments for hygiene and infection control for use during the Student Placement.
1. Warranties
	* 1. The Education Provider warrants that:
			1. prior to any Student undertaking a Student Placement, all Programs of Study administered or provided by the Education Provider have been appropriately accredited and meet relevant scope of registration requirements;
			2. each Student selected to undertake a Student Placement:
				1. has passed all pre-requisite academic and clinical assessments relevant to the Clinical Education; and
				2. meets minimum language and communication competence levels required to undertake the Student Placement.
		2. The Student Placement Provider warrants that:
			1. it is appropriately accredited with the relevant health regulating authority prior to the commencement of the Student Placement; and
			2. it is appropriately accredited to provide the clinical services in respect of which the Student will obtain experience during the Student Placement.
		3. Each party agrees:
			1. to provide on request by the other party, and no later than five (5) Business Days after the request, documentation or other evidence to show it meets a requirement of this clause; and
			2. to notify the other party, either before or no later than five (5) Business Days after the change of circumstances, if its circumstances change in respect of a requirement of this clause.
2. Procedures regarding unacceptable Student performance
	* 1. If the Student Placement Provider reasonably believes that any Student engaged in a Student Placement is not competent to perform allotted tasks, or if a Student fails to conduct himself/herself in a safe and professional manner, or fails to comply with any Law, protocol, policy, procedure, guideline or reasonable instruction of the Student Placement Provider, the Student Placement Provider may:
			1. terminate the practical exercise in which that Student is participating with immediate effect; or
			2. restrict or limit the Student's access to Patients, clients, stakeholders or third parties with which the Student Placement Provider has dealings; or
			3. restrict or limit the tasks that the Student performs as part of the Student Placement; or
			4. direct the Student to leave the premises of the Student Placement Provider and/or refuse the Student any further access to the premises of the Student Placement Provider; and
			5. take all reasonable steps necessary to ensure that the Student complies with an instruction given under this clause.
		2. If the Student Placement Provider intends to give an instruction under subclause 10(a), it agrees, where practicable and safe in the circumstances, to:
			1. first notify the Education Provider Contact Person of its intentions and the reasons for giving the instruction; and
			2. where reasonable, provide the Education Provider with a reasonable opportunity to address the Student Placement Provider's concerns.
		3. A notice given under this clause may be verbal in the first instance, but must be confirmed in writing to the Education Provider Contact Person within three (3) Business Days after the verbal communication is given.
		4. If, after having given notice to the Education Provider in accordance with this clause, the Student Placement Provider's concerns are not addressed to its reasonable satisfaction, or if it would not be practical or reasonable to give notice to the Education Provider prior to giving an instruction under this clause, the Student Placement Provider may request the Education Provider to remove the particular Student from the Student Placement.
		5. If a request is made by the Student Placement Provider for the Education Provider to remove a particular Student from the Student Placement, the Education Provider must facilitate the Student's prompt removal from the Student Placement.
		6. Nothing in this clause prevents the Student Placement Provider from raising with the Education Provider any concerns the Student Placement Provider may have in relation to the competence, performance or suitability of a Student, with the objective of addressing any such concerns in an informal manner.
3. Confidentiality and Privacy
	* 1. The Parties must keep all Confidential Information absolutely confidential and each party undertakes that it will not communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:
			1. as is necessary for a party to perform its obligations under this Agreement; or
			2. as permitted or required by law.
		2. The Education Provider must:
			1. before each Student Placement commences, procure from each Student selected to undertake the Student Placement, an Undertaking that is consistent with the Parties' obligations under subclause 11(a) in the form set out in Schedule 3;
			2. provide an executed Student Undertaking to the Student Placement Provider;
			3. on becoming aware of any breach or anticipated breach of any Student Undertaking referred to in subclause 11(b)(i), take such action as may be necessary, including all reasonable actions instructed by the Student Placement Provider.
4. Intellectual Property
	* 1. The Education Provider acknowledges and agrees that ownership of all Intellectual Property created, discovered, brought into existence or otherwise acquired as a result of, for the purposes of, or in connection with the Student Placement or this Agreement and all other rights in respect of such Intellectual Property vest exclusively in the Student Placement Provider.
		2. The Student Placement Provider acknowledges and agrees that ownership of all Intellectual Property discovered, brought into existence or otherwise acquired by a Student as a result of, for the purposes of, or in connection with, course work that is a component of the Student's Program of Study and all other rights in respect of such Intellectual Property vest in the Student.
5. Dispute resolution
	* 1. In the event that a Dispute arises, either party may notify the other of the existence and nature of the Dispute by issuing a notice in writing which:
			1. includes or is accompanied by reasonable particulars of the Dispute; and
			2. is given within ten Business Days of the circumstances giving rise to the Dispute first occurring.
		2. Within ten Business Days after a notice of Dispute is given, a representative of the Student Placement Provider and the Education Provider must meet and use reasonable endeavours and act in good faith to seek to resolve the Dispute by discussion and negotiation.
		3. Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under this Agreement and any related agreements, unless the circumstances giving rise to or in connection with the Dispute are such that a party has reasonably formed the view that continuing to perform that party's obligations under this Agreement would cause, or be likely to cause, a risk to the health and safety of Students, Patients or staff of the Student Placement Provider.
6. Police checks
	* 1. The Education Provider must:
			1. ensure that each Student obtains a National Police Certificate dated within twelve (12) months before the commencement of the Student Placement and where applicable, a valid Working with Children Check;
			2. require its Students to notify the Student Placement Provider Contact Person immediately if, at any time before the end of the Student Placement, a Student is under investigation, has been charged with, or found guilty of, a criminal offence (other than a minor traffic offence) whether in Australia or outside Australia; and
			3. provide, at least four (4) weeks before the commencement of the Student Placement, a written statement to the Student Placement Provider confirming that the Education Provider has obtained the National Police Certificates (and, where applicable, the valid Working with Children Checks) referred to in subclause 14(a)(i).
		2. The Education Provider will, in the event that it receives criminal history or other relevant information pursuant to subclause 14(a)(i) or 14(a)(ii):
			1. promptly notify the Student Placement Provider in writing; and
			2. notify the Student that it has informed the Student Placement Provider in accordance with subclause 14(b)(i) and advise the Student to be available to meet with the Student Placement Provider and provide any relevant documentation pursuant to subclause 14(c)(i).
		3. The Student Placement Provider, subject to receiving the notification and information referred to in subclauses 14(b)(i) and 14(b)(ii):
			1. may direct its nominated employee, officer or agent to meet with the affected Student to discuss the proposed Student Placement;
			2. may refuse a Student permission to commence or continue a Student Placement if, as a result of information referred to in subclause 14(b)(i) or 14(c)(i), the Student Placement Provider reasonably believes that the Student poses an unacceptable risk to the Student Placement Provider or its Patients;
			3. may only use the information referred to in this clause for the purposes of deciding on the suitability of a Student for the Student Placement; and
			4. is not responsible for the cost of obtaining the information referred to in subclause 14(a)(i).
		4. If the Education Provider has not complied with any aspect of subclause 14(b)(i) or 14(b)(ii) in relation to a Student, the Student Placement Provider may refuse a Student permission to commence or continue a Student Placement.
7. Termination
	* 1. This Agreement may be terminated by either party giving the other party not less than six (6) months' notice in writing to take effect from the end of the Education Provider's academic year.
		2. In addition to its rights in subclause 15(a), either party may, by notice to the other party, immediately terminate this Agreement if the other party is in breach of a material obligation arising under this Agreement.
		3. If this Agreement is terminated for any reason, each party must immediately deliver to the other party all Confidential Information and other material received from the other party pursuant to this Agreement.
8. Deferral or cancellation of Student Placement
	* 1. Where unforeseen circumstances or causes beyond the control of a party, cause or threaten major disruption to that party's operations or the provision of Clinical Education by that party or otherwise make fulfilment of the Student Placement difficult (including but not limited to industrial disputes or the implementation of any disaster plan), the affected party must, at its earliest possible opportunity, notify the other of its intention to defer or cancel the Student Placement.
		2. The obligations under this Agreement of the party giving the notice specified in subclause 16(a) are suspended to the extent to which they are affected by the relevant events giving rise to the major disruption described in subclause 16(a) as long as the disruption continues.
		3. A party that provides notice in accordance with this clause must use its best endeavours to remove, overcome or minimise the effects of the events giving rise to the major disruption as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.
		4. During any period in which a party to this Agreement is not performing obligations because of events giving rise to a major disruption, the other party may (but need not) make alternative arrangements for Students to undertake Student Placements or Clinical Education by other means, without incurring any liability to that party.
9. Insurance
	* 1. The Education Provider must effect and maintain the following insurance policies in respect of Students undertaking approved Student Placements during the Term of the Agreement:
			1. Public Liability Insurance in the amount of not less than $20 million in respect of each and every occurrence. Such insurance is to cover any act or omission on the part of the Student during the Student Placement that results in injury, loss or damage to the Student Placement Provider;
			2. Medical Malpractice and Professional Indemnity Insurance in the amount of not less than $15 million in respect of each and every occurrence. Such insurance must cover the Education Provider and the Student for:
				1. claims for compensation and legal defence costs; and
				2. legal fees and expenses related to responding to disciplinary actions,

arising from the Student undertaking the Student Placement;

* + - 1. Personal Accident Insurance in respect of each Student on Student Placement; and
			2. Travel Insurance for travel approved by the Education Provider.
		1. The Education Provider must, on request, provide to the Student Placement Provider satisfactory evidence that the Education Provider has effected and renewed the insurance policies referred to in subclause 17(a).
		2. If the Student is required to drive or travel in a vehicle belonging to the Student Placement Provider or its employees, agents or contractors, the Student Placement Provider will ensure that appropriate insurance is in place to cover any liability arising from damage to property or personal injury arising out of the Student's use of that vehicle.
1. Indemnities
	* 1. The Education Provider indemnifies the Student Placement Provider, its employees and agents against liability in respect of all actions, claims, costs and expenses for all loss, damage to property or personal injury or death to persons caused by any unlawful or negligent act or omission of the Education Provider, its employees, agents or Students whilst undertaking a Student Placement except to the extent that the Student Placement Provider, its employees or agents caused the relevant loss, damage, injury or expense.
		2. The Education Provider's liability to indemnify the Student Placement Provider pursuant to the above clause shall be reduced proportionately to the extent that an act, error or omission of the Student Placement Provider contributed to the loss, damage, injury or expense.
		3. The Education Provider is not liable for any negligent act or omission of the Student Placement Provider, its employees or agents, that results in injury to, or loss or damage of personal property of, a Student.
		4. The Student Placement Provider indemnifies the Education Provider and the Student for any negligent act or omission by its employees, agents or contractors that results in any injury, loss or damage to the Student or to the Education Provider's property being used by the Student Placement Provider under this Agreement.
		5. The Student Placement Provider's liability to indemnify the Education Provider or the Student is reduced proportionately to the extent that any negligent act or omission by the Education Provider or the Student contributed to the injury, loss or damage.
		6. The Student Placement Provider will indemnify the Student for any civil liability claim arising directly out of the provision of emergency medical or like assistance provided by the Student when in attendance as a bystander at the premises of the Student Placement Provider and where there is no expectation of payment or other reward by the Student.
2. Miscellaneous
	* 1. Notices
			1. Unless this Agreement specifies otherwise, all notices and other communications between the Parties shall be in writing and given or sent to the relevant Education Provider Contact Person or Student Placement Provider Contact Person.
			2. Either party may substitute its Contact Person with another person by notifying the other party to that effect in writing.
		2. Governing Law
			1. The Laws of the State of Victoria govern this Agreement and the Parties submit to the non-exclusive jurisdiction of Victorian courts.
		3. Entire Agreement
			1. This Agreement contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to the subject matter of this Agreement is replaced by this Agreement and has no further effect.
		4. Severability
			1. Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement. In any event, the remainder of this Agreement will be construed so as to ensure that it remains effective to the greatest extent possible.
		5. Waiver
			1. A waiver of any provision of, or right or obligation under, this Agreement is effective only to the extent specifically expressed in writing.
		6. No assignment or subcontracting
			1. Except by prior written consent, neither party may assign, novate or transfer the whole or any part of their rights or obligations under this Agreement.

* + 1. Authority to execute
			1. Each party that executes this Agreement declares that it has full authority to execute it and that it has obtained any necessary consents or approvals.
		2. Costs
			1. Each party must pay its own legal costs associated with the preparation and execution of this Agreement.
1. Provisions applicable to VET Students

This clause applies only to Student Placements in which the Students who are participating, or will participate, in the Student Placement are VET Students.

* + 1. Supervision requirements specific to VET Students
			1. The Education Provider must ensure that any supervision requirements of the relevant VET training package:
				1. are communicated to and agreed upon by the Student Placement Provider prior to the commencement of the Student Placement;
				2. are monitored for compliance by the Education Provider during the Student Placement; and
				3. where appropriate, the VET Student is informed of those requirements and the requirement to comply with them.
		2. For the purposes of subclause 20(a)(i), the supervision requirements may include the qualifications of any supervisor, the reporting of the VET Student's progress, tasks to be undertaken by the VET Student, the modes of delivery of any instructions during the supervision, the safety of the VET Student during the Placement Period, the safety of Patients of the Student Placement Provider and other legal duties.
1. – Student Placement Schedule

1(A)

|  |  |
| --- | --- |
| **Program(s) of Study (course name/s) for discipline** |  |
| **Student Placement Provider** |  |
| **Student Placement Provider Contact Person details** | **Name:** **Position:** **Telephone:** **Email:**  |
| **Education Provider** | **Federation University Australia****University Drive, Mount Helen Victoria 3350** |
| **Education Provider Contact Person details** | **Name:** **Position:** **Telephone:** **Email:**  |
| **Placement booking process** | **Placeright** |
| **Applicable supervision model(s)** |  |
| **Direct supports provided by Student Placement Provider**  |  |
| **Fees and payment terms**  | **As prescribed by ‘Standardised Schedule of Fees for Clinical Placement of Students in Victorian Public Health Services’**  |
| **In-kind Contribution** | **N/A** |
| **Cancellation policy** | **As prescribed by ‘Standardised Schedule of Fees for Clinical Placement of Students in Victorian Public Health Services’**  |
| **Immunisation requirements**  | **As per the Federation University Immunisation form, which includes DPT, Varicella, Hepatitis B, MMR and Influenza.**  |
| **Pre-placement requirements additional to requirements of Standardised Student Induction Protocol** | **N/A** |
| **VET Practical Placement Agreement timelines**  | **N/A** |
| **Other** |  |

[***Drafting Note: Insert additional tables for each discipline labelled 1(A) to 1(Z) as required****]*

1. – Agreed variations to agreement *(variations from the DHHS template)*

Clauses added, varied or deleted:

**Clauses 1. Defined terms – Student Undertaking, 7(e) and 11(b) are varied to read (to allow the use of the Education Provider’s Student Agreement):**

1 Defined terms:

**Student Agreement** means the agreement between the Student and Education Provider required by the Education Provider’s policies and procedures.

7(e) to obtain from each Student a signed Student Agreement in advance of the commencement of the Placement Period;

11(b) The Education Provider must before each Student Placement commences, procure from each Student selected to undertake the Student Placement, a Student Agreement that is consistent with the Parties' obligations under subclause 11(a).

**Schedule 3 is deleted**

**Clause 4(a) is varied (to remove the requirement for an annual review of Schedule 1 and replacing with review when considered necessary):**

4(a) The parties may review Schedule 1 of this Agreement when considered necessary by the parties.

Clause 15(b) is varied to add the italicised text:

15(b) In addition to its rights in subclause 15(a), either party may, by written notice to the other party, immediately terminate this Agreement if the other party is in breach of a material obligation arising under this Agreement *and has failed to remedy that breach within a period of fourteen days from receiving notice from the other party of that breach*.

New clause 19(i) is added to read:

## 19(i) Counterparts

This Agreement may consist of a number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

Clause 20 is varied to add:

* + 1. For VET students, a WorkCover insurance policy is held by the Victorian Department of Education and Training.
		2. If a VET student is injured while undertaking a placement and wishes to make a claim for compensation, the following process must be undertaken:
			1. The student shall complete and sign a Worker’s Injury Claim form, with the assistance of the Student Placement Provider and/or the Education Provider, if necessary;
			2. The Education Provider 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 Student Placement Provider (if necessary);
			3. The Education Provider shall record the following details on both forms:
				1. Practical Placement Claim
				2. Employer Scheme Registration Number 1624618
				3. Employer’s Reference Number 9573347
			4. The Education Provider 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

* + - 1. The Education Provider shall retain duplicates of both forms together with copies of any Certificates of Capacity and medical certificates and accounts.

New clause 21 is added to read:

1. Educational Quality Assurance
	* 1. The Education Provider must comply with Commonwealth legislation regulating higher and vocational education, namely:
			1. The Higher Education Standards Framework (Threshold Standards) 2011, which are administered by the Tertiary Education Quality and Standards Agency (“TEQSA”); and
			2. The Standards for Registered Training Organisation 2015, which are administered by the Australian Skills Quality Authority (“AQSA”).
		2. The Parties agree that the services provided under this Agreement may be subject to the Education Provider 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 Student Placement Provider must comply with and implement in a timely manner any reasonable requirements evidenced by the Education Provider’s quality assurance audit.
		3. The Student Placement Provider agrees to cooperate with TEQSA, ASQA or the Education Provider’s auditors:
			1. By providing accurate and factual responses to information requests from TEQSA, ASQA or the Education Provider’s auditors relevant to the services provided under this Agreement; and
			2. In the conduct of audits and the monitoring of its operations.
		4. If the Student Placement Provider is hosting VET students then the Parties must comply with the respective obligations listed in the Federation University VET Checklist below.

|  |
| --- |
| **Federation University VET Checklist** |
| **Context** |
| *The RTO is ultimately responsible for ensuring quality training and assessment within their organisation and scope of registration,* *regardless of any third party arrangements where training and/or assessment is delivered on their behalf. The RTO must have a written agreement with any party that delivers services on its behalf.* |
| A relationship agreement with a third party that delivers services on behalf of an RTO should document which partner is responsible for ensuring compliance with each of the requirements of the Standards, notwithstanding that the Education Provider is ultimately responsible for the quality of the training and assessment delivered on its behalf. |
| This checklist is a guide to the resources, services, processes and records that are required to meet the Standards. In this checklist all references to “Third Party” are references to the Student Placement Provider, as identified in the body of the agreement. |
|  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirements** | **Responsibility** |
|
| **Standard 1 - Strategies and practices** | **FedUni** | **Third Party** |
| Training and Assessment Strategy (TAS) |  X | X |
| Delivery and assessment plan |  X | X |
| Learning Resources (for trainer/s and students) |  X | X |
| Assessment Tools, inc. RPL tools |  X |  |
| Strategies for industry engagement and systematic use of the outcome of that industry engagement to ensure the industry relevance of:  |   |   |
|   | training and assessment strategies, practices and resources, and  |  X | X |
|   | the current industry skills trainers and assessors |  X | X |
| Validation process and records |  X |  |
| Facilities and equipment that meet the requirements of the Training Package |  X | X |
| Trainers who meet the requirements of Schedule 1 of the Standards and have:  |  X | X |
|   | vocational competencies at least to the level delivered and; |  X | X |
|   | current industry skills directly relevant to the training and learning that informs their training and assessment |  X | X |
|   | current knowledge & skills in vocational training & learning that informs their training & assessment |  X | X |
| Trainer records |   |   |
|   | Staff files with certified copies of qualifications and evidence of ongoing professional development |  X | X |
|   | Trainer matrix |  X |  |
| Transition arrangements which meet the requirements of the Standard where a qualification/unit becomes superseded |  X |  |
| **Standard 2 - Operations of RTO are quality assured** | **FedUni** | **Third Party** |
| Compliance with the Standards at all time – FedUni is ultimately responsible for this but agreements should also require a partner to be compliant with all or some of the Standards as appropriate to the context of the partnership arrangements |  X |  |
| Systematic monitoring of training and assessment strategies and practices – partner and /or FedUni |  X | X |
| Systematic monitoring of services provided by a third party – FedUni | X |  |
| **Standard 3 - RTO issues, maintains and accepts AQF certification documentation** | **FedUni** | **Third Party** |
| *As the RTO, agreements should note that FedUni will retain responsibility for compliance with the following requirements of Standard 3:* |   |   |
|   | All AQF certification documentation issued by FedUni will meet the requirements of Schedule 5 of the Standards |  X |  |
|   | AQF certification documentation will be issued to a student within 30 calendar days of the student being assessed as meeting the requirements of the training product if the training program in which the student is enrolled is complete, and providing all agreed fees the student owes to the partner/FedUni have been paid |  X |  |
|   | Records of student AQF certification documentation will be maintained by FedUni in accordance with the requirements of Schedule 5 and are accessible to current and past students |  X |  |
|   | FedUni will accept and provide credit to students for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where these are evidenced by: |  X |  |
|   |   | AQF certification documentation issued by any other RTO or AQF authorised issuing organisation; or |  X |  |
|   |   | Authenticated VET transcripts issued by the Registrar |  X |  |
|   | FedUni will meet the requirements of the Student Identifier Scheme |  X |  |
|   | Agreements should note partners responsibility for maintaining records of student results and providing assessment results to FedUni in a timely fashion |  X | X |

|  |  |  |
| --- | --- | --- |
| **Standard 4 - Accurate and accessible information about an RTO** | **FedUni** | **Third Party** |
| *Standard 4 has some very specific requirements for student information. It is recommended that written agreements note that FedUni reserves the right to approve all student information. It is particularly important that student information is:* |   |   |
|   | Actual and factual |  X | X |
|   | Makes clear where a third party is recruiting prospective students for FedUni on its behalf |  X |  |
|   | Distinguishes that training and assessment is being delivered on behalf of FedUni |  X | X |
|   | Distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification documentation from any other training or assessment delivered by the partner or FedUni |  X |  |
| **Standard 5 - Students are informed and protected** | **FedUni** | **Third Party** |
| *The RTO must provide students with information prior to commencement of services including any third party arrangements affecting the delivery of training and/or assessment. This is to occur regardless of the manner in which the student has been engaged, and whether the student was initially engaged by the RTO itself or a third party.* |   |   |
|   | Prospective students are advised about the training program appropriate to their needs, existing skills and competencies |  X |  |
|   | Standard 5 has very detailed requirements for the range of information that is to be provided to the students prior to enrolment or the commencement of training and assessment, whichever comes first. It is recommended that partnership agreements nominate who is responsible for ensuring student information includes all the content specified in this Standard |  X |  |
|   | The content will include at a minimum: |   |  |
|   |   | Training and assessment information, including educational and support processes |  X |  |
|   |   | FedUni and the partner's obligations to the students |  X | X |
|   |   | The student’s rights, including the complaints and appeals process |  X |  |
|   |   | The student’s obligations, e.g., re fee payments |  X |  |
|   |   | Implications for the student of government training entitlements and subsidy arrangements in relation to the delivery of services |  X |  |
|   |   | Fee information |  X | X |
| **Standard 6 - Complaints and appeals** | **FedUni** | **Third Party** |
| *This Standard has very specific requirements for a complaints and appeals policy and processes. It is recommended that FedUni’s current policies and processes are reviewed against the requirements of this Standard.* |   |   |
|   | Agreements should note that FedUni is responsible for ensuring compliance with this Standard. In particular it should note that: |  X |  |
|   | FedUni’s complaints and appeals policy will apply to all students enrolled with FedUni |  X |  |
|   | FedUni will maintain records of complaints and appeals |  X |  |
| **Standard 7 - RTO has effective governance and administration arrangements** | **FedUni** | **Third Party** |
|  |  |  |
| Agreements should note that FedUni will be responsible for compliance with this standard. In particular, if FedUni, either directly or through a third party, requires a prospective or current student to prepay fees in excess of a total of $1500 (being the threshold prepaid fee amount), FedUni must meet the requirements set out in the Requirements for Fee Protection in Schedule 6 of the Standard. |  X |  |
| **Standard 8 - RTO cooperates with the VET regulator and is legally compliant** | **FedUni** | **Third Party** |
| *It is important that third party arrangements are documented and transparent to facilitate the Regulator’s knowledge that such arrangements exist. This will enable them to factor this into the risk profile they apply when enforcing compliance with the Standards and to review, in the context of RTO audits, the terms of the third party arrangements and the effectiveness of the arrangements in facilitating compliance with these Standards.* |   |   |
|   | Agreements should note that FedUni will be responsible for compliance with all the clauses in this standard, in particular that the VET Regulator (ASQA) will be notified of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first |   |   |
|   | Agreements should note that partners are required to cooperate with the VET Regulator: |   |   |
|   |   | a) by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and |  X |  |
|   |   | b) in the conduct of audits and the monitoring of its operations |  X | X |

Signing page

**EXECUTED** as an agreement.

Date of Agreement: / /

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of [**Organisation Name]** by its authorised officer: |  |  |
|  |  |
|  |  | By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Student Placement Provider |
|  |  |
|  | Name and position of authorised officer |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **Federation University Australia** by its authorised officer: |  |  |
|  |  |
|  |  | By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of Federation University Australia |
|  |  |
|  | Name and position of authorised officer |