

BETWEEN:

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

and

THE ORGANISATION as identified in Schedule 1. ("Organisation")

RECITALS:

- A. The University wishes to place its students on vocational placements as part of the Programs identified in Schedule 2 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 on the Commencement Date and expire on the Completion Date as specified in Schedule 1, 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 and, when a student provides notification of an inability to attend at any part of a placement, the Organisation will use its best endeavours to organise suitable alternative placement dates;
 - (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; 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) and the Organisation must promptly pay to the University any

remuneration on receipt of a tax invoice from the University.

- 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 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.
- 5.2 For higher education students, 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 For VET students, a WorkCover insurance policy is held by the Victorian government.
- 5.5 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) VRQA Practical Placement Claim
 - (ii) Employer Scheme Registration Number 1624618
 - (iii) Employer's Reference Number 9573347
 - (d) the University shall scan and email both claim forms together with any certificates of capacity, completed incident notification form, medical accounts and a certified copy of this Agreement to Gallagher Bassett at: educlaims@gtpa.com.au All original documents to be forwarded to: Gallagher Bassett 2/333 Collins Street Melbourne VIC 3001
 - (e) the University shall retain a copy of all documents.
- 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.

Intellectual Property:

- 6.1 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.
- 6.2 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.

Organisation Placement Agreement

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- Privacy**
7. 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**
8. 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**
9. A Party may terminate this agreement on 14 days' written notice should one of the parties breach an obligation under this Agreement and that breach is not remedied within 7 days' notice to the offending Party.
- Quality Assurance**
- 10.1 The University must comply with Commonwealth legislation regulating higher and vocational education, namely:
- (a) the *Higher Education Standards Framework (Threshold Standards) 2011*, which are administered by the Tertiary Education Quality and Standards Agency ("TEQSA"); and
 - (b) the *Standards for Registered Training Organisations 2015*, which are administered by the Australian Skills Quality Authority ("ASQA").
- 10.2 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.
- 10.3 The Organisation agrees to cooperate with TEQSA, ASQA or the University's auditors:
- (a) 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
 - (b) in the conduct of audits and the monitoring of its operations.
- 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 This Agreement constitutes the entire agreement between the Parties.
- 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 the Parties.

EXECUTED AS AN AGREEMENT

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

Signature of authorised officer

Name of authorised officer

Date signed

Position of authorised officer

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

Signature of authorised officer

Name of authorised officer

Date signed

Position of authorised officer

Organisation Placement Agreement

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Schedule 1

Organisation

Organisation Name:

ABN:

Address:

Commencement Date

The Commencement Date for this Agreement is:

Completion Date

The Completion Date for this Agreement is:

University's Representative

Name:

Title:

Address:

Email:

Telephone:

Organisation's Representative

Name:

Title:

Address:

Email:

Telephone:

Schedule 2: Specific Requirements

Program[s]:

Insert the specific requirements for the placements including any payment requirements (if applicable) and the relevant skills required as part of the program that will be developed, reinforced and/or assessed during the placement