



Faculty of Science, Engineering and Built Environment

School of Life and Environmental Sciences

Practical Training Program Agreement – Student Fact Sheet

1. Deakin Responsibilities

1.1 Deakin is responsible for the assessment of a student's progress during practical training.

1.2 Deakin must ensure that students are aware that while undertaking practical training students must:

- (a) comply with the rules, regulations, protocols, procedures or by-laws of the Organisation (as notified to them by the Organisation) and the legislation, policies and procedures of Deakin;
- (b) attend the Organisation at the location and times agreed between the parties and the student and notify the Organisation and Deakin of any intended absences;
- (c) comply with all lawful and reasonable directions of the Organisation;
- (d) behave in a safe and professional manner;
- (e) perform all allocated tasks in a diligent and competent manner; and
- (f) preserve the confidentiality of information concerning the affairs of the Organisation and its clients.

1.3 Deakin must also inform students that it is a student's responsibility to organise and pay for travel to and from the Organisation and accommodation and personal expenses during practical training and, where the practical training is overseas, passports, visas, vaccinations and health and travel insurance.

2. Discipline and Control

2.1 Subject to clause 2.2 the discipline and control of students during a practical training program is the responsibility of Deakin.

2.2 If the Organisation believes on reasonable grounds that a student has not complied with their obligations as set out in clause 1.2 (above), the Organisation has the right to require the student to immediately leave the Organisation.

2.3 Where the Organisation takes or intends to take action under clause 2.2 the Organisation must immediately notify Deakin in writing of its actions and the reasons for such action. Where Deakin or the student disagree with the action taken or intended, Deakin will consider the circumstances of the request or intention and submit a report or recommendation to the Organisation, whose decision in response to the report and recommendation will be final.

2.4 Deakin may terminate the participation of a student in a practical training program by advising both the Organisation and the student in writing, in the event of any one of the following:

- (a) the student behaves in a manner deemed by the Faculty to be inappropriate or unprofessional, or which may tarnish the good reputation of Deakin;
- (b) the student fails to commence the practical training program on the set date or is absent from the practical training program for a period of five days or longer without an excuse acceptable to the Faculty, in its reasonable discretion;
- (c) the student fails to perform to the reasonable satisfaction of the Faculty and the Organisation during the practical training program;
- (d) the student ceases to be enrolled as a student of Deakin;
- (e) the student defers or discontinues the practical training program; or
- (f) this Agreement is terminated

3. Organisation Responsibilities

3.1 The Organisation must:

- (a) appoint suitably qualified members of its staff to supervise and monitor students during practical training;
- (b) provide students with experiences appropriate to their course and unit and the educational objectives listed in the relevant Practical Training Program Schedule;
- (c) allow field education to be given by qualified Organisation staff using, where relevant, clients selected on a mutually agreed basis;
- (d) allow access to relevant information about its clients in accordance with the objectives of the practical training;
- (e) arrange and obtain any necessary client consents;
- (f) discuss with Deakin any activities to be undertaken as part of a practical training program which may require special planning in relation to safety;
- (g) advise Deakin at least four weeks prior to a practical training program if a police records check or working with children check is required for students taking part in the program;
- (h) ensure that the relevant Deakin contact knows or is easily able to ascertain a student's location during a practical training program;
- (i) notify Deakin as soon as possible if a student is injured during practical training;
- (j) provide Deakin with an evaluation of a student's performance during practical training, in the form provided by Deakin.

3.2 The Organisation must ensure that all students involved in a practical training program:

- (a) are given adequate induction and orientation training, including in building and office security and emergency procedures;
- (b) are trained in the use of any relevant equipment;
- (c) are exposed to a working environment that complies with all applicable occupational health and safety laws; and
- (d) are provided with all relevant guidelines, policies, manuals, rules, regulations, protocols, procedures and by-laws of the Organisation

4. No Employment Relationship

4.1 Nothing in this Agreement is to be taken as implying an employment relationship between the Organisation and any student attending the Organisation as part of a practical training program.

5. Intellectual Property

5.1 For the purposes of this clause Intellectual Property means copyright (including future copyright), trademarks, designs, patents, business names, domain names, semiconductor or circuit layout rights, plant breeders rights, rights in respect of trade secrets and other confidential information, and all other rights generally falling within the scope of this term, whether registered or unregistered and whether registrable or not.

5.2 Unless stated otherwise in the relevant Practical Training Program Schedule all Intellectual Property created by a student while undertaking practical training with the Organisation, other than copyright in any materials produced by the student for the purposes of course assessment, shall vest in the Organisation.

6. Confidentiality and Privacy

6.1 For the purposes of this clause Confidential Information means all information disclosed by a party to the other party under or in connection with this Agreement which:

- (a) is personal or health information;
- (b) is designated by the disclosing party as confidential; or
- (c) the receiving party ought to know is confidential;

but does not include information which is in, or enters the public domain, other than through unauthorised disclosure by a party.

6.2 Each party agrees to maintain the confidentiality of the Confidential Information of the other party.

6.3 A party will not be in breach of clause 6.1 where Confidential Information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party to whom the Confidential Information belongs to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

6.4 Deakin acknowledges that the Organisation may require students to provide appropriate undertakings to preserve the confidentiality of information concerning the affairs of the Organisation and its clients.

6.5 The parties agree to comply with and be bound by the provisions of the *Information Privacy Act 2000* (Vic) and the *Health Records Act 2001* (Vic) and their respective Information Privacy Principles and Health Privacy Principles and any applicable code of practice, with respect to any act done, or practice engaged in, by the parties for the purpose of this Agreement