Placement Agreement
Master of Nursing Practice (Nursing Practitioner)

Parties

Deakin University
ABN 56 721 584 203
of 1 Gheringhap Street, Geelong, Victoria, 3220
(Deakin)

The Health Service Provider named in Item 1 of the Schedule
(Health Service)

Background

A. Deakin offers a Master of Nursing Practice (Nurse Practitioner) course which aims to prepare registered nurses for the role of Nurse Practitioner and to satisfy the requirements of the Nursing and Midwifery Board of Australia for endorsement as a Nurse Practitioner.

B. The Health Service has agreed to provide the student referred to in the Schedule with the clinical experience required for completion of the course and endorsement as a Nurse Practitioner.

Agreement

1. Definitions and Interpretation

Definitions

1.1 In this Agreement:

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.

Course means the Deakin Master of Nursing Practice (Nurse Practitioner) course.

Placement means the placement of the Student at the Health Service for the purpose of gaining the experience required for completion of the Course and endorsement as a Nurse Practitioner.

Mentor/Clinical Supervisor means the person or persons appointed by the Health Service to supervise the Student during the Placement and to liaise with Deakin in matters concerning the Placement.

NMBA means the Nursing and Midwifery Board of Australia.
Student means the student identified in Item 4 of the Schedule who is enrolled in the Course and is to undertake a Placement at the Health Service.

Interpretation

1.2 In this Agreement, unless the context requires otherwise, a reference to:

(a) a clause or schedule, is a reference to a clause of or schedule to this Agreement;
(b) ‘this Agreement’ includes any schedules and attachments to this Agreement;
(c) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
(d) a person, includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
(e) ‘dollars’ or ‘$’ is a reference to Australian dollars;
(f) a business day means a day other than a Saturday or Sunday on which banks are open for business in Melbourne, Victoria and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;
(g) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
(h) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
(i) the word ‘include’ or ‘including’ is to be interpreted without limitation;
(j) the singular includes the plural and the plural includes the singular; and
(k) a gender includes all genders.

1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.

1.4 Headings are for reference only and do not affect the meaning of this Agreement.

1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

2. Term of Agreement

This Agreement will commence on the date specified in Item 2 of the Schedule and will expire on the date specified in Item 3 of the Schedule unless terminated earlier in accordance with clause 10.

3. Placement

3.1 The details of the Placement, including the educational objectives, location, duration, hours of attendance, Health Service Mentor/Supervisor and Deakin representative are set out in Item 5 of the Schedule.

3.2 Access to clients of the Health Service by the Student while on Placement is subject to the Health Service’s duty of care to its clients and conditional on client consent.
3.3 While on Placement the Student may participate in the delivery of services at a level commensurate with the Student's stage of preparation and progress in their Course.

3.4 If the Student is also an employee of the Health Service the Student is employed in their personal capacity and not as a student of Deakin, and their employment with the Health Service is outside the terms of this Agreement.

3.5 If the Student is not an employee of the Health Service the Student will be supernumerary to the ordinary staffing requirements of the Health Service at the Placement site.

4. **Deakin Responsibilities**

Deakin must:

(a) appoint a representative to liaise with the Health Service Mentor/Clinical Supervisor in matters regarding the Placement;

(b) provide the Student with information to guide them in their Placement experience in preparation for application to the NMBA for endorsement as a Nurse Practitioner;

(c) make the Student aware that the Student is responsible for:

(i) ensuring they have the formal support of the Health Service to practise in their clinical domain at an extended level under the supervision of the Mentor/Clinical Supervisor as required for endorsement as a Nurse Practitioner;

(ii) maintaining a Professional Practice Portfolio according to the requirements of the NMBA;

(iii) providing the Health Service with information for the Mentor/Clinical Supervisor which sets out the objectives of the Placement, the expectations of the Student and the Mentor/Clinical Supervisor, and the competencies to be achieved during the Placement; and

(iv) complying with the Health Service’s requirements with respect to obtaining and providing police security clearance reports and working with children checks;

(d) make the Student aware that while at the Health Service as part of a Placement the Student must:

(i) comply with any rule, regulation, protocol, procedure or by-law of the Health Service notified to them by the Health Service;

(ii) dress in a manner approved by the Health Service and, where required, display identification badges;

(iii) behave in a safe and professional manner; and

(iv) perform all allocated tasks in a competent manner.

5. **Health Service Responsibilities**

The Health Service must:

(a) appoint one or more Mentor/Clinical Supervisor(s) within the Student's clinical domain to supervise the Student during the Placement and to liaise with the Deakin representative in matters concerning the Placement;

(b) provide to the Student during the Placement experiences as agreed between the Student and the Health Service, which are appropriate to the Course;
(c) provide to the Student and to Deakin such information and reports as may be required to document the competencies achieved during the Placement;

(d) ensure that the working environment provided during the Placement complies with all applicable legislation;

(e) where the Student is not an employee of the Health Service, provide an orientation to the Placement site and access to the Health Service’s polices, rules and instructions covering:

(i) building and office security;

(ii) emergency procedures, including when and how to summon security or police assistance;

(iii) staff responsibilities and procedures governing the management of violent clients;

(iv) safety on home visits, including when, where, and under what condition visits should or should not be made, when the Student should be accompanied, and how back-up is provided; and

(v) directions for use of equipment;

(f) maintain appropriate accreditation status if necessary as set out in Item 1 of the Schedule. If the Health Service’s status changes it shall immediately notify Deakin in writing;

(g) arrange and obtain client consents for the Student to assess, observe, care for and treat such consenting clients;

(h) allow access to relevant clinical information about its clients in accordance with the objectives of the Student’s Course; and

(i) make available, at no cost to Deakin or the Student, all medical supplies reasonably required for the purpose of providing the Student with clinical experience under this Agreement.

6. Confidentiality and Privacy

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

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

6.3 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.

6.4 Deakin acknowledges that the Health Service may require the Student to provide a written undertaking that they will abide by the confidentiality and privacy undertakings in this Agreement.

7. Discipline and Control

7.1 The Health Service must notify Deakin if it has concerns about the Student’s performance during the Placement.
7.2 Where the Student is not an employee of the Health Service and the Health Service believes on reasonable grounds that the Student fails to satisfy the requirements of clause 4(d) the Health Service has the right to:

(a) require the Student to immediately leave the Health Service for any period of time permitted by law;

(b) restrict the Student’s access to specific clients; or

(c) restrict the Student’s access to specific client records.

7.3 Where the Health Service takes or intends to take any of the actions specified in clause 7.2 the Health Service must immediately notify Deakin in writing of its actions and the reasons for such action. Where Deakin or the Student disagrees with the action taken or intended, the dispute resolution procedures set out clause 9 are to apply.

8. Insurance

Each party will hold and maintain during the term of this Agreement:

(a) public liability insurance for an amount not less than $5 million in respect of any claim;

(b) professional indemnity insurance for an amount not less than $2 million in respect of any claim; and

(c) worker’s compensation insurance in respect of its employees and sub-contractors as required by applicable law.

9. Dispute Resolution

9.1 If a dispute arises in relation to any matter under, or the meaning, intent or application of any part of this Agreement, the party alleging a dispute must give the other party notice in writing setting out all details of the dispute.

9.2 On receipt of a notice under clause 9.1 the nominated senior representatives of both parties must meet within five business days and, acting reasonably and in good faith, do their best to resolve the dispute through negotiation.

9.3 Neither party may commence any court proceedings (except for applications for urgent injunctive relief) for a period of 20 days after the meeting referred to in clause 9.2.

9.4 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement, except those which are the subject of the dispute.

10. Termination and Expiry

10.1 Either party may terminate this Agreement immediately if the other party:

(a) commits a material breach of this Agreement which is unable to be rectified;

(b) fails to rectify a breach of this Agreement within 14 days of receiving a written notice specifying the breach to be rectified.

10.2 If this Agreement is terminated under this clause 10:

(a) each party is released from its obligations under this Agreement (except those which are expressly stated to survive termination); and

(b) each party retains the rights it has accrued under this Agreement prior to termination.
10.3 This clause 10 does not prevent either party from using the dispute resolution procedures set out in clause 9.

10.4 The provisions of clauses 6 and 10.2 will survive the termination or expiry of this Agreement.

11. Notices

11.1 A notice, demand, consent or other communication (Notice) given to a party under this Agreement is only effective if it is in writing and sent in one of the following ways:

(a) delivered or sent by prepaid post to that party at its address and marked to the attention of the officer set out in Item 6 of the Schedule;

(b) faxed to that party at its fax number and marked to the attention of the officer set out in Item 6 of the Schedule.

11.2 Subject to clause 11.3 a Notice given for any purpose under this Agreement is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, three (or in the case of a Notice sent to another country, nine) business days after the date of posting;

(c) if sent by facsimile, when the sender’s facsimile system generates a message confirming successful transmission of the total number of pages of the Notice.

11.3 If any Notice is given on a day that is not a business day or after 5.00pm on a business day, in the place of business of the receiving party, it is to be treated as having been given at the beginning of the next business day.

11.4 If a party gives the other party three business days’ notice of a change of its address or fax number, a Notice is only effective if it is given to that party at the latest address or fax number.

12. Miscellaneous

Entire Agreement

12.1 This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

Variation

12.2 This Agreement may only be altered or varied in writing signed by each of the parties.

Waiver

12.3 A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.

12.4 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.
Assignments and Transfers

12.5 A party must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

Severability

12.6 Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.

Costs

12.7 Except as otherwise set out in this Agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

Execution of Separate Documents

12.8 This Agreement is properly executed when;

(a) each party executes this document; or

(b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail, facsimile transmission or electronically.

Governing Law

12.9 This Agreement is governed by the laws of the State of Victoria and the parties submit to the jurisdiction of the courts of that state.
Execution and Date

Executed as an agreement.

Date:

Signed for and on behalf of Deakin University by its duly authorised officer in the presence of:

.................................................................
Signature of authorised officer

.................................................................
Signature of witness

.................................................................
Name of witness (please print)

Signed for and on behalf of the Health Service Provider named in Item 1 of the Schedule by its duly authorised officer in the presence of:

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Signature of authorised officer

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Signature of witness

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Name of witness (please print)

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Name of authorised officer (please print)

.................................................................
Office held

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Date:

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Office held

.................................................................
Date:
Schedule
Placement Agreement
Master of Nursing Practice (Nurse Practitioner)

Item 1
Health Service Provider [ ]
ABN [ ]
Address [ ]
Accreditation Status [ ]

Item 2
Commencement Date [ ]

Item 3
Expiry Date [ ]

Item 4
Student [name and contact details]

Item 5
Educational Objectives [ ]
Location [ ]
Duration [ ]
Hours of Attendance [ ]
Health Service Mentor/Supervisor [name, title and contact details]
Deakin Representative [name, title and contact details]

Item 6
Address for Service of Notices
Deakin [name, address, phone, fax]
Health Service [name, address, phone, fax]
Deakin – initial here

Health Service – initial here

Date: ............................................