

Student Placement Agreement

Faculty of Science, Engineering and Built Environment

Parties

Deakin University

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

The Organisation named in Schedule 1 (Organisation)

Background

- A. The Organisation has agreed to allow students from Deakin's Faculty of Science, Engineering and Built Environment to undertake a placement with them for the purpose of gaining practical experience relevant to their course at Deakin.
- B. This Agreement sets out the terms and conditions agreed between the parties with respect to such placements.

Agreement

1. Term and Scope of Agreement

- 1.1 This Agreement will commence on the commencement date specified in **Schedule 1** and will continue until it is terminated in accordance with **clause 14**.
- 1.2 This Agreement will apply to all placements with the Organisation of students from Deakin's Faculty of Science, Engineering and Built Environment agreed between the parties in accordance with **clause 2**.

2. Placement Details

- 2.1 The details of each placement under this Agreement, including the relevant dates and work hours, the location, the supervision requirements and any other details in relation to that placement, will be agreed between the parties.
- 2.2 Each placement under this Agreement must provide the student with work experiences which are consistent with the educational objectives listed in the relevant **Course/Unit Schedule** attached to this Agreement (if any) or as advised by Deakin prior to commencement of the placement.
- 2.3 If requested by the Organisation, Deakin will coordinate the application process for placements, including advertising the placements to students enrolled in appropriate courses and short-listing students for interviews with the Organisation.

3. Deakin Responsibilities

3.1 Deakin must:

- (a) ensure all students who are to participate in a placement with the Organisation are currently enrolled in a relevant course at Deakin;
- (b) appoint an appropriately qualified academic supervisor for each student on placement; and
- (c) provide all necessary information to the Organisation prior to a placement including the details of the relevant contact person at Deakin, the details of the student's academic supervisor and the educational objectives of the placement.

3.2 Deakin must ensure that students are aware of each of the following obligations and take reasonable steps to ensure they comply with these obligations:

- (a) students on placement with the Organisation must:
 - (i) 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;
 - (ii) undertake the placement at the location, during the hours and for the time period agreed between the parties;
 - (iii) notify the Organisation and Deakin of any intended absences;
 - (iv) comply with all reasonable instructions of Organisation staff;
 - (v) where relevant, dress in a manner approved by the Organisation and/or display identification badges;
 - (vi) behave in a safe and professional manner; and
 - (vii) perform all allocated tasks in a diligent and competent manner;
- (b) students must maintain the confidentiality of any confidential information of the Organisation received or accessed by the Student while on placement and not refer to such confidential information in any material produced by them in relation to the placement without the prior written consent of the Organisation;
- (c) students are responsible for organising and meeting the costs of:
 - (i) any pre-placement requirements advised by the Organisation to Deakin in accordance with **clause 4.1(b)**;
 - (ii) where required, all travel to and from the Organisation and accommodation requirements while on placement; and
 - (iii) where the placement is overseas, flights, passports, visas, vaccinations and health and travel insurance.

4. Organisation Responsibilities

4.1 The Organisation must:

- (a) complete and return to Deakin a Health and Safety Questionnaire in the form provided by Deakin;

- (b) provide Deakin and/or the relevant students with reasonable notice of any conditions which must be met prior to a placement, such as obtaining and providing evidence of a Police Records check or Working with Children check;
- (c) appoint suitably qualified members of its staff to supervise and monitor students on placement and ensure that such supervisors are aware of and comply with the Organisation's obligations under this Agreement;
- (d) provide students with work experiences appropriate to their course and unit and consistent with the relevant educational objectives listed in the relevant **Course/Unit Schedule** attached to this Agreement (if any) or as advised by Deakin;
- (e) ensure that students are allocated a variety of tasks with varying objectives and challenges including:
 - (i) the opportunity to work as part of a team;
 - (ii) tasks or projects with increased accountability as a placement progresses; and
 - (iii) the opportunity to engage with and observe an expert or experienced practitioner;
- (f) allow access to relevant information about its clients in accordance with the objectives of the placement;
- (g) arrange and obtain any necessary client consents;
- (h) discuss with Deakin any activities to be undertaken as part of a placement which may require special planning in relation to safety;
- (i) provide students with access to training and materials relevant to the placement goals;
- (j) where relevant, provide students with appropriate study and recreation leave during the placement in accordance with **Annexure A**;
- (k) allow a student to make up placement days missed because of agreed study or recreation leave or because of unavoidable absences such as sick days;
- (l) if a student is also an employee of the Organisation, meet all legal obligations as an employer in relation to that student, including in relation to leave and minimum rates of pay, and advise Deakin as soon as practicable if the Organisation has terminated or intends to terminate the student's employment before the completion of the student's placement;
- (m) notify Deakin as soon as reasonably practicable if it has any concerns about a student on placement;
- (n) notify Deakin as soon as possible if a student is injured while on placement;
- (o) notify Deakin as soon as possible if an incident occurs which exposes a student on placement to a risk to their health and safety or well-being;
- (p) if requested, allow Deakin staff members to attend the Organisation before and/or during a placement to inspect the Organisation's health and safety systems at the relevant placement site;
- (q) liaise with the Deakin academic supervisor throughout a placement and, if required, allow the Deakin academic supervisor and/or other Deakin staff member to visit a student on placement;

- (r) ensure that the relevant Deakin contact knows or is easily able to ascertain a student's location during a placement;
- (s) provide students with constructive feedback on their performance midway through and at the end of a placement;
- (t) provide Deakin with an evaluation of a student's performance on placement in the form provided by Deakin:
 - (i) if requested by Deakin, at the mid-point of the placement; and
 - (ii) within five days of the completion of the placement; and
- (u) complete the 'End of Placement Survey' which will be provided by Deakin at the end of a student's placement.

4.2 The Organisation must ensure that all students undertaking a placement with the Organisation:

- (a) at the Organisation's premises:
 - (i) are given adequate induction and orientation training, including in building and office security and emergency procedures;
 - (ii) are trained in the use of any relevant equipment; and
 - (iii) are exposed to a working environment that complies with all applicable occupational health and safety laws;
- (b) on campus at Deakin, at the student's residence or at another location not under the control of the Organisation, have access to equipment and systems necessary to perform all placement tasks effectively and are able to communicate on a weekly basis (or as agreed) with their nominated supervisor at the Organisation; and
- (c) are provided with all relevant guidelines, policies, manuals, rules, regulations, protocols, procedures and by-laws of the Organisation, including any exit requirements for a student prior to completion of a placement.

5. Discipline and Control

- 5.1 Subject to **clause 5.2** the discipline and control of students on placement is the responsibility of Deakin.
- 5.2 If the Organisation believes on reasonable grounds that a student fails to satisfy the requirements of **clause 3.2(a)** or **3.2(b)** the Organisation has the right to terminate the placement of that student.
- 5.3 Where reasonably possible, before terminating a placement under **clause 5.2** the Organisation undertakes to hold discussions with the student and the student's supervisor at Deakin to determine, if, and on what basis, the placement can continue.
- 5.4 Deakin may terminate the participation of a student in a placement 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 placement on the set date or is absent from the placement 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 placement;
- (d) the student ceases to be enrolled as a student of Deakin;
- (e) the student defers, intermits or discontinues the placement;
- (f) in Deakin's reasonable view participation in the placement is exposing, or will expose the student to a risk to their health and safety; or
- (g) in Deakin's reasonable view the placement is not meeting, or will not meet, the requirements of the student's course.

6. Nature of Relationship

- 6.1 This Agreement does not create any relationship between the parties in the nature of a partnership, principal and agent, joint venture or fiduciary.
- 6.2 Each party agrees that its employees, students, officers, volunteers and agents will not by virtue of this Agreement be deemed to be those of the other party and must not represent themselves as such.
- 6.3 If a student on placement is also an employee of the Organisation, the student is employed in their personal capacity and not as a student of Deakin.

7. Insurance

- 7.1 Unless otherwise provided in **Schedule 1**, the Organisation 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 \$1 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.
- 7.2 During the term of this Agreement Deakin will, in respect of each student on placement and who is not an employee of the Organisation, hold and maintain:
 - (a) public liability insurance for an amount not less than \$20 million in respect of any claim;
 - (b) professional indemnity insurance for an amount not less than \$10 million in respect of any claim; and
 - (c) personal accident insurance.

8. Intellectual Property

- 8.1 For the purposes of this clause **Intellectual Property** means all rights conferred by statute, common law or in equity to ownership of 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.

8.2 Students on placement with the Organisation will own copyright in all assignments, journal or field reports or essays submitted for assessment in fulfilment of Deakin's requirements. Unless otherwise agreed in writing and signed by the parties, Intellectual Property rights in any other material produced by the student while on placement will vest in the Organisation.

9. Confidentiality and Privacy

9.1 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.

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

9.3 A party will not be in breach of **clause 9.2** 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 (if legally permissible) to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

9.4 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.

9.5 The parties agree to comply with and be bound by the provisions of the *Privacy and Data Protection Act 2014* (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.

10. Scholarship Payment and GST

10.1 If it has been agreed between the parties that the Organisation will fund a scholarship for a student on placement:

- (a) the parties will agree and sign a **Scholarship Schedule** which specifies the total value of the scholarship and the amount and frequency of instalments to be made by the Organisation;
- (b) Deakin will invoice the Organisation for the scholarship payments in accordance with the agreed timetable and the Organisation will pay Deakin's invoices within 30 days of receipt; and
- (c) Deakin will use the payments for the purposes of the scholarship.

10.2 Each **Scholarship Schedule** agreed between the parties will form part of this Agreement.

10.3 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.

- 10.4 If GST is imposed on any supply made under this Agreement, unless the consideration for that supply is specifically described in this Agreement as 'GST inclusive', the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply. Subject to the recipient receiving a tax invoice in respect of the supply, payment of the GST must be made at the same time as payment for the taxable supply.
- 10.5 Terms used in this **clause 10** have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

11. Force Majeure

- 11.1 For the purposes of this clause **Force Majeure Event** means any cause beyond the reasonable control of a party that prevents that party from carrying out its obligations under this Agreement, including events arising from an act of God, act of war, act of terrorism, act of civil war or riot, fire, flood, natural disaster, industrial action, or epidemic or act of Government.
- 11.2 A party is not liable for any failure to perform an obligation under this Agreement to the extent that the failure is due to a Force Majeure Event, provided the party relying on this clause takes prompt and reasonable steps to overcome those causes.

12. Dispute Resolution

- 12.1 Where there is a dispute concerning this Agreement, a party alleging the dispute must serve on the other party a notice setting out the details of the dispute.
- 12.2 On receipt of a notice under **clause 12.1** 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.
- 12.3 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 12.2**.

13. Use of Name and Logo

- 13.1 Subject to **clause 13.2**, a party will not use the name or logo or any variation of the name or logo of the other party, or of any member of the other party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that party.
- 13.2 The Organisation consents to Deakin including the Organisation's name on a list of student placement hosts on Deakin's Faculty of Science, Engineering and Built Environment website.

14. Termination

- 14.1 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.
- 14.2 Subject to the statutory stay provisions of the *Corporations Act 2001* (Cth), Deakin may terminate this Agreement immediately if the Organisation is subject to any form of insolvency, external administration or winding up.

- 14.3 Subject to **clause 14.5**, if this Agreement is terminated for any reason:
- (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.
- 14.4 This clause does not prevent either party from using the dispute resolution procedures set out in **clause 12**.
- 14.5 If this Agreement is terminated, the parties will use all reasonable endeavours to allow students who have commenced a placement prior to the date of termination to complete their placement with the Organisation. The obligations of the parties under this Agreement in respect of such students will continue until these students have completed their placements.
- 14.6 The provisions of **clauses 8, 9, 11, 13.1 and 14.3 to 14.6** will survive the termination of this Agreement.

15. Miscellaneous

Schedules and Legislation

- 15.1 The Schedules form part of this Agreement.
- 15.2 In this Agreement a reference to any law or legislation includes any statutory modification, amendment or replacement of that law or legislation and any subordinate legislation or regulations made under that law or legislation.

Entire Agreement

- 15.3 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.

Notices

- 15.4 A notice given under this Agreement must be delivered, faxed or posted to a party's representative at the address specified in **Schedule 1**.

Variation

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

Execution of Separate Documents

- 15.6 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

- 15.7 This Agreement is governed by the laws of the State of Victoria and the parties submit to the exclusive 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 authorised officer (please print)

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

.....
Office held

Date:

Signed for and on behalf of the **Organisation**
named in Schedule 1 by its duly authorised
officer in the presence of:

.....
Signature of authorised officer

.....
Signature of witness

.....
Name of authorised officer (please print)

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

.....
Office held

Date:

Schedule 1

Organisation Details	
Name of Organisation	
Trading Name (if applicable)	<i>[Insert Trading Name or N/A]</i>
ABN	<i>[if the organisation is an international organisation without an ABN, insert N/A]</i>
Address	

Term	
Commencement Date	

Insurance	
Organisation Insurance	<i>[As set out in clause 7 or insert details]</i>

Address for Service of Notices	
Deakin	Linda Scammells Deputy Faculty General Manager Faculty of Science Engineering and Built Environment Deakin University 221 Burwood Highway Burwood, VIC 3125 Email: sebe-wil@deakin.edu.au
Organisation	<i>[contact name]</i> <i>[organisation]</i> <i>[street address]</i> <i>[suburb] [state] [postcode]</i> Phone: Email:

.....
 Deakin – initial here

 Organisation – initial here

 Date:

Annexure A

Leave Periods for Long Paid Placements

The Organisation will allow students who are undertaking a placement at the Organisation as part of a long paid placement (e.g. IBL, IT PG Professional Practice, etc.) and who are not employees of the Organisation to take the following periods of leave during their placement:

1. **6 Week Placement** (students are required to complete 30 placement days) + leave periods of 2.5 days unpaid recreation leave + 0.5 day unpaid study leave (i.e. total of 3 days unpaid leave) to be negotiated with the Organisation.
2. **12 Week Placement** (students are required to complete 60 placement days) + leave periods of 1 week of unpaid recreation leave + 1 day unpaid study leave (i.e. total of 6 days unpaid leave) to be negotiated with the Organisation.
3. **24 Week Placement** (students are required to complete 120 placement days) + leave periods of 2 weeks of unpaid recreation leave + 3 days unpaid study leave (i.e. total 13 days unpaid leave) to be negotiated with the Organisation.
4. **48 Week Placement** (students are required to complete 240 placement days) + leave periods of 4 weeks of unpaid recreation leave + 7 days unpaid study leave (i.e. total of 27 days unpaid leave) to be negotiated with the Organisation.