

Student Placement Agreement

Faculty of Science, Engineering and Built Environment



Reference Schedule

| | | |
|--|--|--|
| Host Organisation | Name | [insert] |
| | ABN or ACN | [insert] |
| | Address | [insert] |
| Host Organisation Contact | Name | [insert] |
| | Position | [insert] |
| | Email | [insert] |
| Deakin Contact | Name | Linda Scammells |
| | Position | Director, Faculty Services, Faculty of Science, Engineering and Built Environment |
| | Address | 221 Burwood Highway Burwood VIC 3125 |
| | Email | sebe-wil@deakin.edu.au |
| Start Date of Agreement | The date this Agreement is signed by the Host Organisation | |
| Insurance Requirements | Public Liability | An amount not less than \$5 million in respect of any claim |
| | Professional Indemnity | An amount not less than \$1 million in respect of any claim |
| | Workers' Compensation | As required by law |
| Health and Safety Questionnaire | Is the Host Organisation registered with the relevant work health and safety regulator in the State or Territory it conducts business (for example, WorkSafe Victoria)? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | Does the Host Organisation have well documented and established health, safety, and wellbeing policies, along with established procedures to follow in the event of an incident or emergency in the workplace which include notification to the work health and safety regulator when required? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | Does the Host Organisation have a detailed risk assessment to identify and address any potential hazards or risks, such as physical, ergonomic, chemical, or environmental, that may affect employees, visitors, and student in the workplace where the placement will take place? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | If answered "No" to any of the above, please provide a brief explanation below: | |

Terms and Conditions

1. Term and Scope of Agreement

- 1.1 The Host Organisation has agreed to allow students from Deakin to undertake placements for the purpose of gaining practical experience relevant to their course at Deakin.
- 1.2 Nothing in this Agreement commits or obliges the Host Organisation to provide placements or to accept students from Deakin. However, if the Host Organisation does provide placements and accepts students from Deakin, the terms and conditions of this Agreement will govern all such placements agreed between the parties in accordance with **clause 2**.
- 1.3 This Agreement commences on the Start Date and continues on an ongoing basis until its termination in accordance with **clause 10**.

2. Placement Details

- 2.1 The parties will agree on the specific details of each placement, including dates and hours, location, supervision requirements, educational objectives, placement duties and any other relevant matters, before a placement begins.
- 2.2 A student may only participate in a placement if they have signed and returned a completed Student Undertaking, in the form set out in Annexure A, to both Deakin and the Host Organisation.

3. Deakin Responsibilities

- 3.1 Deakin must:
 - (a) ensure all students who are to participate in a placement with the Host Organisation are enrolled in a relevant course at Deakin;
 - (b) appoint an appropriately qualified academic supervisor for each student;
 - (c) provide all necessary information to the Host Organisation prior to the commencement of a placement including details of the student's academic supervisor;
 - (d) ensure each student is aware of their obligations set out in the Student Undertaking and take reasonable steps to ensure they comply with those obligations; and
 - (e) hold and maintain during the term of this Agreement public liability insurance for an amount not less than \$20 million in respect of any claim; professional indemnity insurance for an amount not less than \$10 million in respect of any claim; and personal accident insurance, for students, provided the relevant student is not an employee of the Host Organisation.
- 3.2 Deakin is responsible for the overall assessment of a student's performance on placement.

4. Host Organisation Responsibilities

- 3.1 The Host Organisation must:
 - Pre-Placement Requirements*
 - (a) provide students with reasonable notice of any condition which must be met prior to the commencement of a placement;
 - Delivery and Support*
 - (b) appoint suitably qualified members of its staff to supervise students on placement and ensure that such supervisors are aware of and comply with the Host Organisation's obligations under this Agreement;
 - (c) provide students with work experiences appropriate to their course and unit and

- (d) consistent with the agreed placement duties listed in the relevant Student Undertaking;
- (d) where relevant, allow access to information about its clients in accordance with the objectives of the placement and arrange and obtain any necessary client consents;
- (e) 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;

Safety, Communication and Reporting

- (f) discuss with Deakin any placement duties that may require special safety planning and, if requested, allow Deakin staff members to attend the Host Organisation before and/or during a placement (on a day and at a time agreed between the parties in advance) to inspect the Host Organisation's health and safety systems at the placement site;
- (g) ensure that students (and, where relevant, any Deakin staff member involved in a placement) are exposed to a working environment that complies with all applicable occupational health and safety laws; are given adequate induction and orientation training, including in building and office security, emergency procedures and incident reporting; are provided with all relevant guidelines, policies, manuals, rules, regulations, protocols, procedures and by-laws of the Host Organisation; are trained in the use of any relevant equipment; and have access to equipment and systems necessary to perform all placement duties whether that be on campus at Deakin, at the relevant student's residence or at another location not under the control of the Host Organisation;
- (h) notify Deakin as soon as reasonably practicable if it has any concern about a student on placement; a student is injured while on placement; or an incident occurs which exposes a student on placement to a risk to their health and safety or wellbeing, including any incident of gender-based violence;
- (i) liaise with the Deakin Contact (or their nominee) throughout a placement and, if required, allow the Deakin Contact (or their nominee) to visit a student on placement (on a day and at a time agreed between the parties in advance);

Feedback and Evaluation

- (j) provide students with formative feedback on their performance midway through and at the end of a placement;
- (k) if requested, complete the 'End of Placement Survey' which will be provided by Deakin at the end of a student's placement; and

Insurance

- (l) hold and maintain during the term of this Agreement the insurances set out in the Reference Schedule.

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 Host Organisation believes, on reasonable grounds, that a student has not complied with the

- Student Undertaking, the Host may terminate the placement of that student.
- 5.3 Where reasonably possible, before terminating a placement under **clause 5.2** the Host Organisation undertakes to hold discussions with the relevant student and the Deakin Contact (or their nominee) to determine, if, and on what basis, the placement can continue.
- 5.4 Deakin may, in its absolute discretion acting reasonably, terminate the placement of a student by advising both the Host Organisation and the relevant student in writing.
- 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 Host Organisation, the relevant student is employed in their personal capacity and not as a student of Deakin.
- 7. Intellectual Property**
- 7.1 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.
- 7.2 Students on placement with the Host 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, Intellectual Property rights in any other material produced by a student while on placement will vest in the Host Organisation.
- 8. Confidentiality and Privacy**
- 8.1 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 is personal or health information; is designated by the disclosing party as confidential; or the receiving party knows or ought to know is confidential; but does not include information which is in, or enters the public domain, other than through unauthorised or unlawful disclosure by a party.
- 8.2 Each party agrees to maintain the confidentiality of the Confidential Information of the other party.
- 8.3 A party will not be in breach of **clause 8.1** 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 (if legally permissible) to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 8.4 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.
- 9. Force Majeure**
- 9.1 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.
- 9.2 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.
- 10. Termination**
- 10.1 This Agreement may be terminated by either party, without cause, giving the other party not less than 30 days' notice in writing.
- 10.2 Either party may terminate this Agreement immediately if the other party:
- commits a material breach of this Agreement which, in the reasonable opinion of the non-defaulting party, is unable to be rectified;
 - fails to rectify a breach of this Agreement, to the reasonable satisfaction of the non-defaulting party, within 14 days of receiving a written notice specifying the breach to be rectified; or
 - is subject to any form of insolvency, external administration or winding up.
- 10.3 Subject to **clause 10.4**, if this Agreement is terminated for any reason:
- each party is released from its obligations under this Agreement (except those which are expressly stated to survive termination); and
 - each party retains the rights it has accrued under this Agreement.
- 10.4 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 Host Organisation. The obligations of the parties under this Agreement in respect of such students will continue until these students have completed their placements.
- 10.5 Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination or expiry of this Agreement, the provisions of **clauses 6 to 8, 10.3 to 10.5 and 11.1 and 11.2** will survive the termination or expiry of this Agreement.
- 11. Miscellaneous**
- 11.1 **Dispute Resolution:** Deakin and the Host Organisation must notify each other as soon as possible of any concerns, disputes or problems regarding this Agreement or a placement, including a student's conduct, and will use reasonable endeavours to resolve such issues.
- 11.2 **Use of Name and Logo:** 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.
- 11.3 **Schedules:** The Student Undertaking(s) and the Reference Schedule forms part of this Agreement.

- 11.4 **Entire Agreement:** This Agreement and the Student Undertaking(s) constitute 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. If any provision of this Agreement or the Student Undertaking is found to be invalid, the remaining provisions will continue in full force and effect.
- 11.5 **Notices:** A notice given under this Agreement must be delivered or posted to a party's representative at the address specified in the Reference Schedule.
- 11.6 **Variation:** This Agreement may only be altered or varied in writing signed by each of the parties.
- 11.7 **Execution of this Agreement:** This Agreement is properly executed when each party executes this document; or if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically. The date of this Agreement is the date on which it is signed by the last party. The individual signing this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of the party they state to represent.
- 11.8 **Electronic Signatures:** For the purposes of this clause, **Electronic Signature** means an electronic method of signing that identifies the signatory and their signature. If this Agreement or any variation thereto is signed by any party using an Electronic Signature, the parties agree that the Electronic Signature will have the same force and effect as an original handwritten signature; and consent to either

party or both parties so signing using an Electronic Signature.

- 11.9 **Governing Law and Jurisdiction:** 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.

12. Interpretation

- 12.1 In this Agreement, unless the context requires otherwise, a reference to:
- (a) each defined term has the meaning assigned to it in the Reference Schedule;
 - (b) a clause or schedule, is a reference to a clause or schedule to this Agreement;
 - (c) 'this Agreement' includes any schedules and attachments to this Agreement;
 - (d) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
 - (e) 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; and
 - (f) the word 'include' or 'including' is to be interpreted without limitation.
- 12.2 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
- 12.3 Headings are for reference only and do not affect the meaning of this Agreement.
- 12.4 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

Signed for and on behalf of **Deakin University** by its duly authorised officer:

.....
Signature of authorised officer

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

.....
Office held

Date:

Signed for and on behalf of the **Host Organisation** by its duly authorised officer:

.....
Signature of authorised officer

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

.....
Office held

Date:

Annexure A

Student Undertaking

This Student Undertaking is made by the Student named below (**I** and **my**) in favour of Deakin University (ABN 56 721 584 203) of 1 Gheringhap Street, Geelong, Victoria 3220 (**Deakin**) and the Host Organisation named below.

| Student Details | | | | | |
|--------------------------------------|---|--------------------------------|---|---------------------------------|---|
| Full Name | | Student Number | | | |
| Deakin Email Address | | Phone | | | |
| Course Details | | | | | |
| Course Name/Code | | Unit Code | | | |
| Trimester | | Major/ Specialisation | | | |
| Host Organisation Details | | | | | |
| Organisation Name | | ABN/ACN | | | |
| Registered Address | | Placement Site Location | | | |
| Host Organisation Supervisor Details | | | | | |
| Full Name | | Position | | | |
| Email | | Phone | | | |
| Placement Details | | | | | |
| Placement Start Date | | Placement End Date | | Total Number of Placement Hours | |
| Placement Type | <input type="checkbox"/> Onsite <input type="checkbox"/> Remote <input type="checkbox"/> Hybrid | Employed by Host Organisation? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Paid Placement? | <input type="checkbox"/> Yes, paid <input type="checkbox"/> No, not paid |
| Approved Placement Duties | | | | | |

Background

- A. I am enrolled in the Course at Deakin.
- B. I wish to participate in a placement with the Host Organisation.
- C. I agree to be bound by the provisions set out in this Student Undertaking.

Operative Provisions

1. Confidential Information

- 1.1. I undertake to:
 - (a) keep the Confidential Information strictly secret, secure and confidential;
 - (b) not disclose, directly or indirectly, any Confidential Information unless I am compelled or authorised to do so by law or with the prior written consent of the Host Organisation;
 - (c) take such steps as are reasonable to preserve the confidentiality and secrecy of the Confidential Information; and
 - (d) not make copies or duplicates of the Confidential Information.
- 1.2. Upon request from the Host Organisation, I will return or securely destroy the Confidential Information and all copies of the Confidential Information which may be in my possession or control in whatever form or media it is held. I agree to promptly provide the Host Organisation with evidence of compliance with this clause, if requested to do so by the Host Organisation.

2. Intellectual Property

- 2.1. I assign to the Host Organisation all of my present and future Intellectual Property rights in the Placement Intellectual Property.
- 2.2. I agree to execute any document and do all things that may be necessary to give effect to the assignment of rights contemplated by **clause 2.1**.
- 2.3. I agree to provide all assistance reasonably required by the Host Organisation, at the Host Organisation's cost, to enable the application for, and prosecution and enforcement of, any Intellectual Property protection of the Placement Intellectual Property.
- 2.4. I undertake not to take or permit any action or thing which is inconsistent with the assignment of rights in **clause 2.2**, and must not take any step to obtain registered Intellectual Property protection over the Placement Intellectual Property or any part of it.

3. Standards of Behaviour

- 3.1. While in attendance at the Host Organisation for the purposes of my placement, I agree to:
 - (a) comply with the rules, regulations, protocols, procedures or by-laws of the Host Organisation (as notified to me by the Host Organisation) and the legislation, policies and procedures of Deakin;

- (b) undertake my placement at the location, during the hours and for the time agreed between Deakin and the Host Organisation;
- (c) notify Deakin and the Host Organisation of any intended absences from my placement;
- (d) comply with all reasonable and lawful instructions and directions of Host Organisation staff;
- (e) where relevant, dress in a manner approved by the Host Organisation and/or display identification badges;
- (f) behave in a safe and professional manner; and
- (g) perform all allocated tasks and placement duties in a diligent and competent manner.

- 3.2. I understand that if I breach a term of this Student Undertaking, such conduct may:

- (a) result in my placement being terminated; and/or
- (b) may amount to a breach of the Student Code of Conduct.

4. Placement Costs

- 4.1. I understand that I am responsible for organising and meeting the costs of:
 - (a) any pre-placement requirements advised by the Host Organisation;
 - (b) where required, all travel to and from the Host Organisation and accommodation requirements while on placement; and
 - (c) where my placement is overseas, flights, passports, visas, vaccinations and health and travel insurance.

5. Support

- 5.1. I am aware that:
 - (a) I should consider disclosing any disability or health condition that may prevent me from meeting the requirements specified for my placement including conditions that would affect occupational health and safety. I can seek assistance from the [Disability Resource Centre](#) or the Unit Chair in deciding whether to disclose a disability or health condition;
 - (b) if I encounter difficulties, issues or grievances during my placement, I should firstly, discuss my difficulty, issue grievance directly with the person(s) concerned (without involving a third party), if I feel safe and comfortable to do so; and secondly, escalate my issue to the WIL team via email at sebe-wil@deakin.edu.au. I can seek information about student complaints at [Student complaints | Students](#); and
 - (c) Deakin provides various [Health and wellbeing](#) supports for students.

6. Survival

6.1. My obligations contained in **clauses 1 and 2** of this Student Undertaking survive termination or expiry of my placement at the Host Organisation and my enrolment at Deakin.

7. Definitions

7.1. In this Student Undertaking:

(a) **Confidential Information** means any information that is by its nature confidential or is designated by the Host Organisation as confidential or I know or ought to know is confidential, and includes information concerning the processes and policies, commercial operations, financial arrangements or affairs of the Host Organisation; the terms of this Student Undertaking and the Student Placement Agreement; information which identifies or relates to a client or customer of the Host Organisation; personal or health information; and all other material including but not limited to books, documents, information, computer software, equipment and data stored by any means disclosed or made available by the Host Organisation to me while participating in the placement, but does not include information which is or becomes public knowledge other than by breach of an obligation of confidentiality; is received by me from a third party where I have no reason to believe that there has been a breach of any obligation of confidentiality owed to

the discloser; or was independently developed by me prior to access being provided by the Host Organisation.

(b) **Intellectual Property** means copyright (including future copyright), trademarks, designs, patents, business names and 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.

(c) **Placement Intellectual Property** means any Intellectual Property which is created, developed or discovered by me (whether independently or in collaboration with others) as a direct result of my participation in the placement, excluding any copyright subsisting in my Student Assessment Materials.

(d) **Student Assessment Materials** means all assignments, journals, field reports or essays submitted for assessment in fulfilment of Deakin's requirements, provided they do not contain the Host Organisation's Confidential Information or Intellectual Property, unless the Host Organisation has given its prior written consent to the use of such material.

Declaration

I declare that all information provided in this Student Undertaking is true and correct. I understand that if Deakin reasonably believes I have provided inaccurate, false or misleading information, my conduct may constitute a breach of the Student Code of Conduct and may be referred to the Student Success Division.

Signed by the Student:

.....
Signature

Date: