

**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 STUDENT** as identified in Schedule 1. ("Student")

**RECITALS:**

- A. The Student is studying a program at the University.
- B. As part of the program, the Student will undertake vocational placements with one or more Organisations in accordance with the program requirements.
- C. The Student agrees to participate in each placement on the following terms and conditions.

**AGREEMENT:**

**Definitions**

1.1 In this Agreement, unless otherwise indicated:

- (a) **Completion Date** means the date upon which the Student is deemed to have successfully completed all of the requirements of the program; and
- (b) **Organisation** means an entity that provides vocational placements for students of the University.

**Term**

2. This Agreement shall commence once it has been signed by both Parties and shall expire on the Completion Date ("Term"), unless terminated in accordance with the provisions of this Agreement.

**Placements**

- 3.1 The aims of the placements are to:
  - (a) provide a practical context for the courses of study undertaken by the Student throughout the Program;
  - (b) enable the Student to apply and develop the skills and knowledge gained from the Program in a workplace environment; and
  - (c) assist the Student in gaining real skills by shadowing staff members within the Organisations in their daily activities.
- 3.2 The Student will attend an Organisation's places of work to undertake the agreed placement at the times agreed between the Student, the Organisation and the University.
- 3.3 The benefits to the Student are outlined in clause 3.1 above. Any remuneration to be provided to the Student by an Organisation must be agreed in writing between the Organisation and the Student.
- 3.4 An 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.

**University's Obligations and Responsibilities**

- 4 The obligations and responsibilities of the University in respect of the placements are:
  - (a) to provide an induction program for the Student 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 the Student, apart from reasonable direction provided on a daily basis by an Organisation to the

Student while they are undertaking the placement at that Organisation's places of work; and

- (c) to advise the Student of confidentiality, privacy and other obligations which may apply to them during and, in some cases, after the period of the placement.

**Student's Obligations and Responsibilities**

- 5.1 The Student must complete a medical consent declaration and reasonable adjustment request prior to commencing a placement.
- 5.2 The Student must notify the University of any potential conflicts of interest prior to the signing of this Agreement, and immediately notify the University's representative and the Organisation's representative of any conflicts of interest that arise during the Term.
- 5.3 The obligations and responsibilities of the Student in respect of each placement are:
  - (a) to undertake a National Police check and/or Working With Children check if required;
  - (b) to maintain confidentiality for information obtained in connection with the placement;
  - (c) to handle personal and health information in accordance with relevant privacy laws while on placement;
  - (d) to notify the Organisation and the University in advance if unable to attend the Organisation for any part of the placement (except in an emergency situation where advance notice is not possible); and
  - (e) to behave in accordance with the Student Code of Behaviour set out at Schedule 2.
- 5.4 The Student is responsible for all expenses associated with their participation in the placement, including but not limited to:
  - (a) HECS or tuition fees, including the Services and Amenities fee.
  - (b) the cost of text books and educational supplies required for the placement;
  - (c) all travel, medical, accommodation and living expenses associated with the placement;
  - (d) all costs resulting from the modification or termination of the placement.

**Disclosure of Personal Information**

6. The Student acknowledges that the University may disclose personal information of the student to the Organisation for the purposes of the Placement in accordance with the University's Information Privacy Policy.

**Unforeseen Circumstances**

7. The Student acknowledges that the University may modify their participation in the placement in circumstances beyond the control of the University, including but not limited to the outbreak of war, disease, civil unrest or natural disasters.

**Compliance with Applicable Laws and Directions**

- 8.1 The Student must comply with University legislation and policies and procedures for the duration of their enrolment. Failure to comply may result in the immediate termination of the placement.
- 8.2 The Student must strictly adhere to all directions from the University or the Organisation in relation to occupational health and safety, confidentiality, privacy or other obligations which may apply during and, in some cases, after the period of a placement.

**Ambassadorship**

9.1 The Student acknowledges that being a representative and ambassador of the University is an important part of a placement.

9.2 The University may terminate any placement immediately if the Student fails to maintain what the University considers to be an acceptable standard of public and private conduct.

**Insurance**

- 10.1 The University must take out and maintain for the Term 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.
- 10.2 For higher education students, the University must take out and maintain personal accident insurance for the Student for the duration of the placement.
- 10.3 For higher education students, the Student acknowledges that they are 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.
- 10.4 For VET students, a WorkCover insurance policy is held by the Victorian government.
- 10.5 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@gpta.com.au

All original documents to be forwarded to:

Gallagher Bassett  
2/333 Collins Street  
Melbourne VIC 3001  
Phone: (03) 8603 1165

- (e) the University shall retain a copy of all documents.

**Intellectual Property:**

- 11.1 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.
- 11.2 The Intellectual Property in all training, curriculum and learning materials and reports used or created in relation to a placement is owned by the University. The Student shall 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.

### Dispute Resolution

12. Any dispute relating to the placement 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

13. Subject to any immediate termination rights within this Agreement, a Party may terminate this Agreement by giving one weeks' written notice to the other Party.

13.1 The confidentiality, privacy and intellectual property obligations under this Agreement will survive the termination or expiry of this Agreement.

### General

14.1 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.

14.2 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.

14.3 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.

14.4 This Agreement constitutes the entire agreement between the Parties.

14.5 In the event that the Student is also party to a Single Placement Agreement with the University and/or an Organisation, the terms of that Agreement shall prevail in the case of any inconsistency between the documents.

14.6 This Agreement is governed by the laws of the State of Victoria, Australia

14.7 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 BY THE STUDENT:**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Address of Student

**SIGNED BY PARENT/GUARDIAN** (where student is under 18 years):

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Address of Parent/Guardian

## **Schedule 1: Student's Details**

### **Student**

Name:

Student Number:

Address:

Email:

Telephone:

### **School**

### **Student's Emergency Contact**

Name:

Address:

Email:

Telephone:

## Schedule 2: Student Code of Behaviour

### 1. Introduction

This Code of Conduct (the Code) outlines the standard of behaviour expected of students of the University whilst on placement. It is designed to assist students to understand their responsibilities and obligations and provide guidance on expected behaviours whilst on placement with an Organisation.

The Code does not seek to encompass all possible scenarios arising in the context of a placement however, it provides a set of principles to guide students on acceptable and unacceptable behaviour.

The Code should be read in conjunction with University legislation, policies, procedures and workplace agreements.

### 2. Ambassadorship

Acting as an ambassador for the University is an important part of any placement. The University encourages students to act in a professional manner at all times. This may include:

- a. actively seeking out actual and implicit rules of the Organisation's behaviour and complying with them;
- b. ensuring that supervisors are aware of the student's location;
- c. obtaining permission before leaving the usual placement location;
- d. arriving punctually, and delivering work in accordance with the Organisation's deadlines;
- e. being enthusiastic and acting as a member of the team;
- f. respecting the Organisation's property and fellow workers; and/or
- g. complying with the Organisation's dress code, or, where appropriate, wearing the correct University uniform.

### 3. Hours and Attendance

In keeping with the experience of workplace life, students will generally keep the same hours as their accompanying salaried staff. This might mean that, in some weeks, students may work additional hours. However, over the duration of the placement the total hours worked should not exceed the Organisation's standard hours.

Prior approval is required from the University if the student is required, or wishes, to work in excess of the Organisation's standard hours.

### 4. Security and Confidentiality

It is of utmost importance that you maintain the confidentiality of the Organisation's information. Your Organisation may ask you to sign a Confidentiality Deed. You should read this carefully and are encouraged to obtain your own independent legal advice before you sign it. If you decide not to sign, then you must advise the University representative as soon as possible. Remember that you must not discuss the Organisation's confidential information with any other person. If you feel like you need to talk to someone about your experiences on placement, you can contact the University counselling services.

You are also required to adhere to the Organisation's procedures and standards surrounding access to, and use of, passwords, keys, documents and technology (including computers). You must not use the Organisation's facilities or materials for your own personal benefit. Always seek permission before accessing materials or equipment.

Please contact your School if you have any questions about the Code, or about the University's expectations for student behaviour whilst on placement.