

School of Biomedical Sciences Workplace Learning Agreement

Bachelor of Medical Science & Bachelor of Clinical Science

This form MUST be submitted and your WPL site approved by the Subject Coordinator prior to commencing clinical placement.

Subject Code: _____

Session of Enrolment: _____

STUDENT DETAILS:

Student Name:

Student Number:

Telephone Number:

Email Address:

WORKPLACE LEARNING SITE DETAILS:

Placement Site Name:

Address:

Telephone Number:

Email Address:

Commencement Date:

End Date:

Executed as an Agreement.

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement (which includes the attached Agreed Terms) on behalf of the party on whose behalf they have signed.

Name of WPL Supervisor:

Signature of WPL Supervisor:

Name of Student:

Signature of Student:

Terms

1. Term

1.1 This Agreement commences on the Commencement Date and terminates on the Termination Date.

2. Responsibilities of the University

2.1 The University will be responsible for:

- a) the general administration of the Student during the Workplace Learning;
- b) administering the Workplace Learning(WPL) Program, including assisting Student with applications to the WPLProvider, guidance, counselling and assessment;
- c) providing teaching, supervision and evaluation as required for the WPLProgram; and
- d) arranging appropriate identification for the Student.

3. Responsibilities of the Student

3.1 The Student acknowledges and agrees that:

- a) The Student will have passed relevant competencies/subjects that will allow the Student to operate at his or her assumed level of training;
- b) The Student must satisfy all Occupational Health and Safety requirements of the Workplace Learning Provider as advised by the WPLProvider prior to the Student commencing the WPL Program or prior to commencing a particular task.
- c) Student must negotiate and agree to the start and finish dates for the WPL Program with the WPLSupervisor.

4. Responsibilities of the WPL Provider

4.1 The WPLProvider is responsible for:

- a) Agreeing to accept the Student to be admitted to their business for the WPL Program;
- b) permitting engagement with business activity practice for the Student for the purpose of the WPL Program, including inducting the Student appropriately into the workplace;
- c) providing the necessary supervision and evaluation of the Student during periods of Work-based learning;
- d) determining whether and when the Student may undertake procedures without direct supervision of WPL supervisor during the WPL agreed term
- e) providing reasonable functional and equipment support to the Student;
- f) appropriately training the Student in the safe and effective use of equipment;
- g) making available to the Student, copies of relevant rules, regulations, protocols, procedures and by-laws of the WPLProvider, including requirements for Occupational Health and Safety;
- h) informing the University of any breach of the rules, regulations, protocols, procedures, or by-laws of the WPLProvider by a Student;
- i) allowing access to dining room, staff room and/or cafeteria facilities for the Student during periods of workbased learning at no cost to the WPLProvider;
- j) providing emergency care for the Student in case of accident or illness which occurs at the WPLProvider premises;
- k) providing where available, access to locker or change room facilities for use by the Student; and
- l) giving maximum notice possible if, through an unplanned staff situation they are unable to provide adequate Student supervision, the WPLcannot proceed.
- m) WPLProvider must negotiate and agree to the start and finish dates for the WPL Program with the Student
- n) Providing a Report to the University on Student's work experience during the WPL Program.

5. Discipline and Control

5.1 The University agrees:

- a) to take reasonable steps to ensure that Student is aware of the terms and conditions under which the WPL Programs are conducted, and to comply with them including, without limitation, conditions relating to commercial confidentiality;
- b) to take reasonable steps to ensure Student observe all rules, regulations, protocols, procedures and by-laws of the WPLProvider; and
- c) that discipline of Student is the responsibility of the University, subject to the right of the WPLProvider to instruct Student in connection with the undertaking of tasks forming part of the Work-based learning or the practice of the WPL Provider.

5.2 Notwithstanding clause 5.1, the WPLProvider is entitled to satisfy itself that Student is competent to perform Student's allotted tasks and that Student conducts himself/herself in a safe and professional manner. If the WPLProvider is not so satisfied, it may do any of the following:

- a) restrict or limit access by a Student to clients or tasks within the workplace;
- b) direct a Student to leave the premises of the WPLProvider;
- c) terminate the WPL WPLwith respect to the Student;

- d) take all reasonable steps necessary to ensure that the Student complies with a direction given under this clause.
- 5.3 The WPLProvider will inform the University of any breach of WPLProvider orders, instructions, directions and requests, and any failure to act in a safe, competent and professional manner, by Student.

6. Liaison

- 6.1 The parties agree to liaise with each other regularly:
- a) to ensure the terms of this Agreement operate efficiently and in the best interest of all parties; and
 - b) to review and evaluate the effectiveness of the WPL Program.

8. Indemnity

- 8.1 The University agrees to indemnify the WPLProvider against any liability, loss or damage the WPLProvider suffers and arising from a negligent act or failure to act by Student while undertaking a WPL Program. The University's liability to indemnify the WPLProvider will be reduced proportionately to the extent that any negligent act or omission of the WPLProvider, its employees, servants or agents contributed to the relevant liability, loss or damage. The University agrees that this indemnity shall be a continuing indemnity and shall survive the termination of this Agreement.
- 8.2 The WPLProvider agrees to indemnify the University and Student jointly and severally against any liability, loss or damage the University or Student suffers and arising from a negligent act or failure to act by an employee, servant or agent of the WPLProvider during the WPL Program. The WPLProvider's liability to indemnify the University will be reduced proportionately to the extent that any negligent act or omission of the University contributed to the relevant liability, loss or damage. The WPLProvider agrees that this indemnity shall be a continuing indemnity and shall survive the termination of this Agreement.

9. Insurance

- 9.1 The University must effect and maintain the following insurance policies during the term of this Agreement:
- a) public liability and professional indemnity insurances for an amount of not less \$10 million respectively for each event insuring the University, University Staff and Student engaged in Work-based Learning with the WPLProvider; and
 - b) personal accident insurance cover for Students who are engaged in Work-based Learning with the WPLProvider within Australia.
- 9.2 The University will, if requested by the WPLProvider, provide the WPLProvider with a certificate of currency and/or other acceptable evidence of insurance in respect of any insurance policy effected in accordance with clause 10.1 above.
- 9.3 The WPLProvider must effect and maintain the following insurance policies during the term of this Agreement:
- a) public liability and professional indemnity insurance for an amount of not less \$10 million respectively for each event insuring the WPLProvider, its employees, servants and agents during a WPL Program;
 - b) Workers' Compensation cover for WPLProvider staff.
- 9.4 The WPLProvider will, if requested by the University, provide the University with a certificate of currency and/or other acceptable evidence of insurance in respect of any insurance policy effected in accordance with clause 10.3 above.

11. Relationship of Parties

- 11.1 Nothing in this Agreement creates a relationship of partnership, joint venture or employment between the parties or any of them.
- 11.2 Nothing in or done under this Agreement will be taken to create any contract of service or contract of services between the parties or any of them.
- 11.3 The WPLProvider will not otherwise be liable to remunerate Student for work done under the WPL Program.

12. Amendment

- 12.1 Any amendment to this Agreement must be in writing and signed by all parties.

13. Entire Agreement

- 13.1 This Agreement is the entire agreement between the parties in relation to its subject matter and replaces all previous negotiations, agreements understandings, representations, warranties, memoranda or commitments in relation to the same subject matter.

14. Costs and Expenses

- 14.1 The University, the WPLProvider and the Student shall each bear their own costs and expenses of and incidental to their participation in the WPL Program. For the avoidance of doubt, the University shall not be responsible for Student travel, insurance or accommodation expenses or for any expenses of the WPLProvider or its staff in connection with the WPL Program.