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## CHARLES STURT UNIVERSITY

### HOST ORGANISATION

### STUDENT

#### FACULTY OF BUSINESS, JUSTICE AND BEHAVIOURAL SCIENCES

#### STUDENT PLACEMENT AGREEMENT - SELF SELECTED

#### Schedule 1 - Details

This Agreement is made up of Schedule 1 and the Agreed Terms.

Item 1	Parties	<p>(i) <b>CHARLES STURT UNIVERSITY</b> (ABN 83 878 708 551), a university incorporated under the <i>Charles Sturt University Act 1989</i> of Panorama Avenue, Bathurst NSW 2795 (<b>Charles Sturt</b>)</p> <p><b>And</b></p> <p>(ii) Host:</p> <p>ABN:</p> <p>Address:</p> <p><b>(Host Organisation)</b></p> <p><b>And</b></p> <p>(iii) Student:</p> <p>SID#:</p> <p>Address:</p> <p><b>(Student)</b></p>
Item 2	Course	
Item 3	Start Date	
Item 4	End Date	
Item 5	Contact Details for Notices	<p>(i) <b>Charles Sturt University</b></p> <p>Name: Professor Lewis Bizo</p> <p>Position: Executive Dean</p> <p>Address: Faculty of Business, Justice and Behavioural Sciences Charles Sturt University Wagga Wagga NSW 2678 Australia</p> <p>Tel: 02 6933 2861</p> <p>(ii)</p> <p>Contact person:</p> <p>Position:</p> <p>Address:</p> <p>Email:</p> <p>Tel:</p> <p>(iii)</p> <p>Address:</p> <p>Email:</p> <p>Tel:</p>

# Agreed Terms

## 1. Definitions and Construction

1.1 In this Agreement, unless the context otherwise indicates:

**Client** means any client of Host Organisation.

**Confidential Information** of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form which:

- is by its nature confidential;
- has been designated as confidential by a party;
- is capable of protection at law or equity as confidential information; or
- is derived or produced partly from the Confidential Information,

but does not include information that is in the public domain or is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person. It includes, in respect of Host Organisation, confidential Client information.

**Course** means the undergraduate degree, postgraduate degree, diploma or postgraduate certificate offered by Charles Sturt and specified in Item 2, Schedule 1, of which Work-based Learning forms part.

**End Date** means the date specified in Item 4, Schedule 1 or any earlier date on which this Agreement is terminated for any reason specified in it.

**Host Organisation** means the organisation specified in Part (ii) of Item 1, Schedule 1.

**Intellectual Property** means:

- all rights in relation to copyright, inventions, plant varieties, trademarks, designs, systems, patents; and
- all other rights resulting from intellectual activity in the industrial, business, engineering, scientific, literary or artistic fields including trade secrets and know-how.

**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW), being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

**Placement** means a period of Work-based Learning under the Program.

**Program** means a Work-based Learning program designed by Charles Sturt in consultation with Host Organisation which forms part of the Course.

**Privacy Law** means all legislation, principles, industry codes and policies as amended from time to time relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information.

**Start Date** means the date specified in Item 3, Schedule 1.

**Student** means the student named in Part (iii) of Item 1, Schedule 1 enrolled with Charles Sturt in the Course and placed with Host Organisation for a Placement.

**Work-based Learning** means work-based learning being the provision of opportunities to achieve employment-related competencies in the workplace.

1.2 Headings do not affect the interpretation of this Agreement.

1.3 Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

## 2. Term

2.1 This Agreement commences on the Start Date and terminates on the End Date.

## 3. Responsibilities of Charles Sturt

3.1 Charles Sturt will be responsible for:

- the general administration of Student's candidature during the Placement;
- administering the Program, including guidance, counselling and assessment; and
- providing teaching, supervision and evaluation as required for the Program; and

- acquainting Host Organisation with Student's level of learning including those aspects of Client services for which Student has not been prepared or is unable to perform, together with any special needs or requirements of the Student;

3.2 Without limitation to clause 3.1, Charles Sturt will be entirely responsible for the administration and development of Course content, format of Student assessment, extent and nature of Work-based Learning required and all related matters.

## 4. Responsibilities of Student

4.1 Student acknowledges and agrees that:

- Student will have passed relevant competencies/subjects that will allow Student to operate at their assumed level of training;
- Student will be responsible, at their cost, for obtaining any criminal check, working with children check or other statutory check as required by Host Organisation prior to Student commencing the Placement;
- Student must satisfy all Occupational Health and Safety requirements and any other lawful orders, instructions, directions and requests of Host Organisation as advised by Host Organisation prior to Student commencing the Placement or prior to commencing a particular task or regarding Client care;
- Student must negotiate and agree to the start and finish dates for the Placement with Host Organisation; and
- Student must maintain confidentiality of all Confidential Information and Personal Information (including any Client information which is disclosed to Student in connection with the Placement) in accordance with clauses 11 and 12 and must comply with Host Organisation's policies, procedures and reasonable directions in relation to Client confidentiality.

## 5. Responsibilities of Host Organisation

5.1 Host Organisation is responsible for:

- admitting Student to the Placement and ensuring that the facilities at which the Placement occurs are fit for educational and/or research purposes;
- permitting access to Host Organisation facilities for Student for the purpose of the Placement, including inducting Student appropriately into the workplace;
- providing the necessary supervision and evaluation of Student during a Placement;
- determining whether and when Student may provide Client services without direct supervision of Host Organisation personnel during the Placement;
- providing reasonable functional and equipment support to Student and appropriately training Student in the safe and effective use of equipment;
- making available to Student, copies of relevant rules, regulations, protocols, policies, procedures and by-laws of Host Organisation, including requirements for Occupational Health and Safety;
- providing and maintaining a safe workplace environment, free from discrimination and harassment with appropriate occupational health and safety and equal opportunity safe guards in place;
- meeting the costs for consumable items used in conjunction with the Placement;
- allowing access to dining room and/or cafeteria facilities for Student during the Placement at no cost to Charles Sturt or Student;
- providing emergency care for Student in case of accident or illness which occurs at Host Organisation premises;
- providing where available, access to locker or change room facilities for use by Student;
- giving maximum notice possible if, through an unplanned staff situation they are unable to provide adequate student

supervision, the Placement cannot proceed;

- negotiating and agreeing to the Start Date and End Date for the Placement with Student; and
- providing a report to Charles Sturt on Student's work experience during the Placement.

5.2 Without limitation to clause 5.1, Host Organisation remains responsible at all times for the standard of service provided to its Clients.

## 6. Discipline and Control

6.1 Charles Sturt agrees:

- to take reasonable steps to ensure that Student is aware of the terms and conditions under which the Placement are conducted, and to comply with them including, without limitation, conditions relating to commercial confidentiality, privacy and intellectual property;
- to take reasonable steps to ensure Student observe all rules, regulations, protocols, policies, procedures and by-laws of Host Organisation; and
- that discipline of Student is the responsibility of Charles Sturt, subject to the right of Host Organisation to instruct Student in connection with the undertaking of tasks forming part of the Placement.

6.2 Host Organisation will inform Charles Sturt of any breach of Host Organisation's rules, regulations, protocols, policies, procedures, by-laws, orders, instructions, directions and requests, and any failure to act in a safe, competent and professional manner, by Student.

6.3 Notwithstanding clause 6.1, Host Organisation is entitled to satisfy itself that Student is competent to perform Student's allotted tasks and that Student conducts themselves in a safe and professional manner. If Host Organisation is not so satisfied, it may do any of the following:

- restrict or limit access by Student to Clients or tasks within the workplace;
- direct Student to leave the premises of Host Organisation;
- terminate the Placement with respect to Student; or
- take all reasonable steps necessary to ensure that Student complies with a direction given under this clause.

## 7. Liaison

7.1 Charles Sturt and Host Organisation must appoint a contact person (who is described at Item 5, Schedule 1).

7.2 The contact person of each of Charles Sturt and Host Organisation agree to liaise with each other regularly:

- to ensure the terms of this Agreement operate efficiently and in the best interest of all parties; and
- to review and evaluate the effectiveness of the Program.

## 8. Disputes

8.1 If a dispute arises in connection with this Agreement, then the parties agree to each nominate a representative to attempt to resolve the matter in dispute.

8.2 If the representatives nominated under clause 8.1 cannot resolve the dispute, then any party may elect to terminate this Agreement by providing the other party with not less than 1 months' notice in advance.

## 9. Indemnity

9.1 Charles Sturt agrees to indemnify Host Organisation against any liability, loss or damage Host Organisation suffers and arising from a negligent act or failure to act by Student while undertaking a Placement. Charles Sturt's liability to indemnify Host Organisation will be reduced proportionately to the extent that any negligent act or omission of Host Organisation, its employees, servants or agents contributed to the relevant liability, loss or damage. Charles Sturt agrees that this indemnity will be a continuing indemnity and will not cease on the conclusion of this Agreement.

9.2 Host Organisation agrees to indemnify Charles Sturt and Student jointly and severally against any liability, loss or damage Charles Sturt or Student suffers and arising from a negligent act or failure to act by an employee, servant or agent of Host Organisation during the Placement. Host Organisation's liability to indemnify Charles Sturt will be reduced proportionately to the extent that any negligent act or omission of Charles Sturt and/or Student contributed to the relevant liability, loss or damage. Host Organisation agrees that this indemnity will be a continuing indemnity and will not cease on the conclusion of this Agreement.

9.3 Any liability on the part of the indemnifying party to indemnify the other party under this clause 9 does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

## 10. Insurance

10.1 Charles Sturt 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 Charles Sturt, Charles Sturt staff and Student engaged in a Placement with Host Organisation; and
- b) personal accident insurance cover for Students who are engaged in Work-based Learning with Host Organisation within Australia.

10.2 Charles Sturt will, if requested by Host Organisation, provide Host Organisation 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.

10.3 Host Organisation 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 Host Organisation, its employees, servants and agents during a Placement;
- b) Workers' Compensation cover for Host Organisation staff.

10.4 Host Organisation will, if requested by Charles Sturt, provide Charles Sturt 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. Confidentiality

11.1 Subject to clause 11.4, each party undertakes to treat as confidential all Confidential Information obtained from any other party (**Disclosing party**) and undertakes not to:

- a) disclose any such Confidential Information to any person without first obtaining the consent of the Disclosing party in writing; and
- b) use or reproduce any of the Disclosing party's Confidential Information other than in performing or giving effect to this Agreement.

11.2 Each party will take such reasonable steps to provide for the safe custody of Confidential Information in its possession and to prevent any unauthorised access or use.

11.3 At any time on written request of a Disclosing party, a party must return or destroy any documents which embody a Disclosing party's Confidential Information and must not keep copies in any form.

11.4 Each party may disclose a Disclosing party's Confidential Information:

- a) on a confidential basis to Student or to employees, contractors, officers, agents and advisers (as applicable) who need to know it for the purpose of performing or giving effect to this Agreement, provided that prior to disclosure the relevant party must ensure that those persons are made

aware of and procure an assurance that that the Confidential Information is and will be kept confidential; or

- b) to the extent such disclosure is required by law provided that, so far as it is lawful and reasonably practicable to do so, prior to such disclosure, the party required to disclose the information promptly notifies and consults with the Disclosing party regarding the nature, timing and content of the proposed disclosure.

## 12. Privacy

12.1 Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement, to:

- a) comply with any Privacy Law by which it is bound;
- b) ensure the Personal Information is only used for the purpose of performing its obligations under this Agreement and take all reasonable steps to ensure the Personal Information is protected against loss and unauthorised access, use, modification or disclosure;
- c) not disclose any Personal Information without the written authority of Charles Sturt or Host Organisation, as applicable, or the individual to whom the Personal Information relates; and
- d) in the case of Charles Sturt and Host Organisation, immediately notify the other party where it becomes aware that a disclosure of such Personal Information may be required at law.

12.2 Nothing in this clause 12 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy Law by which it is bound.

## 13. Intellectual Property

13.1 Nothing in this Agreement affects the ownership of any Intellectual Property which is owned by Host Organisation, Charles Sturt or Student on or before the Start Date.

13.2 If the Student undertakes work during the Placement at Host Organisation's direction (**Work**) and if such Work generates new Intellectual Property, then subject to clause 13.4 all rights, title and interest in the new Intellectual Property will vest in Host Organisation upon creation.

13.3 Host Organisation grants to each party a non-transferable, non-exclusive, perpetual, free of cost, worldwide licence (not including a right to sub-licence) to use the new Intellectual Property in the Work:

- a) for the purpose of completing the Placement;
  - b) for internal research; and
  - c) for education and training
- subject to any reasonable confidentiality and commercial obligations specified by Host Organisation at the time the Work is generated.

13.4 Copyright in any Student thesis or similar compulsory academic assignment or report related to the Placement shall be owned by and remain with the Student.

## 14. Notices

14.1 Any notice, demand, consent or other communication (**Notice**) under this Agreement will be sufficiently served if addressed to the contact details of each party noted at Item 5, Schedule 1 subject to clause 14.2.

14.2 Any Notice must be clearly readable and

- a) delivered personally to the party to be served;
- b) sent by email or facsimile, in which case it will be deemed to be received on the day of transmission provided that it is sent before 5.00pm on a business day or is otherwise deemed to have been received on the next following business day; or
- c) sent by pre-paid post, in which case it will be deemed to be received on the fourth business day after posting.

## 15. Relationship of Parties

15.1 Nothing in this Agreement creates a relationship of partnership, joint venture or employment between the parties or any of them.

15.2 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.

15.3 Host Organisation will not otherwise be liable to remunerate Student for work done under the Placement.

## 16. Amendment

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

## 17. Entire Agreement

17.1 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.

## 18. Costs and Expenses

18.1 Charles Sturt, Host Organisation and Student will each bear their own costs and expenses of and incidental to their participation in the Placement. For the avoidance of doubt, Charles Sturt will not be responsible for Student travel, personal insurance or accommodation expenses or for any expenses of Host Organisation or its staff in connection with the Placement.

## 19. Counterparts

19.1 This Agreement may consist of a number of counterparts and delivered electronically and, if so, the counterparts, taken together, constitute one document.

## 20. Survival

20.1 The following clauses survive termination or expiry of this Agreement: clause 9 (Indemnities), clause 10 (Insurance), clause 11 (Confidential Information), clause 12 (Privacy), clause 13 (Intellectual Property), this clause 20.1, and any other clause which by its nature is intended to survive this Agreement.

**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**) for and on behalf of the party for whom they sign.

**Signature for Host Organisation****Name of Host Organisation**

Name of authorised Host Organisation signatory

Signature of authorised Host Organisation signatory

Date

**Signature for Student****Student Declaration (please tick boxes and sign below - failure to do so may delay the commencement of your placement)**

I confirm I have read and understood the Agreed Terms, in particular:

Clause 4: Responsibilities of Student

Clause 6: Discipline and Control

Clause 11: Confidentiality

Clause 12: Privacy

Clause 13: Intellectual Property

Clause 15.3: No remuneration

Clause 18.1: Student responsible for own travel, personal insurance and accommodation

I agree to abide by all the rules, regulations, protocols, policies, procedures, by-laws, rules and regulations of Host Organisation and Charles Sturt during my Placement.

**Student Name**

Signature of Student

Date

**Student Note: As the Student Placement Agreement is a legal document, please return all pages when submitting to Workplace Learning**

**Signature for Charles Sturt University**

Name of authorised Charles Sturt University signatory

On behalf of Lewis Bizo - Executive Dean

Faculty of Business, Justice & Behavioural Sciences

Signature of authorised Charles Sturt signatory

Date