



This document is a guide only. It provides an example of the clauses and conditions relevant to agreements between universities and host organisations to support student learning through Work Integrated (WIL) placements in Australia. The document can be edited to suit the specific needs of your institution and the partnership. Please consult with the Legal Department at the university prior to negotiating agreements with host organisations. ACEN acknowledges the numerous Australian and overseas universities that provided documents used in formulating this guide.

Legal Agreement for Domestic WIL Placements

1. Introduction

- a) This Agreement deals with the use of facilities and resources essential to the delivery of education programs for work integrated learning ("WIL") professional placements/internships/work experience by Name of University (the University) and Name of Organisation (the Host Organisation).
- b) Basis for the Agreement - The parties enter into this Agreement to set down certain agreed principles and details involving the practice facilities/resources to be utilised by students.
- c) The term of this agreement is for a period of add appropriate time commencing on date of execution.

2. Object of the Agreement

The object is to ensure that students have adequate access to a Host Organisation's facilities for practical experience as an essential part of their course work and to define the responsibilities of the University and the Host Organisation.

3. Administration of the Agreement

The Host Organisation and the University shall each nominate relevant persons to administer and support student activities during the WIL Placement.

4. Access

- a) The numbers of students in Placement and times of attendance by students shall be mutually agreed by the Host Organisation and the University, having regard to the effective and efficient operation of the Host Organisation and the University teaching programs.
- b) Access by University staff and students will be limited to the areas designated by the Host Organisation, unless otherwise agreed between the parties, and only as a part of their course work.
- c) The University will provide the Host Organisation with student names and relevant details of allocations prior to the commencement of each Placement.
- d) It is the responsibility of the Host Organisation to inform the University of any Policies of the Host Organisation related to the Placements.
- e) The Host Organisation will make available copies of the relevant policies, regulations, rules, procedure manuals and directions for the use of its facilities, resources and equipment to University staff and students.
- f) Emergency care for University staff and students in case of accident or illness will be provided by the Host Organisation under the usual conditions relating to such visiting personnel.

5. Course Content/Programs/Assessment

The administration and development of course content, practical programs, format of student assessment, extent and nature of experience required, and all related matters will be the responsibility of the University, and where relevant, in consultation with the Host Organisation.

6. Supernumerary Status of Students

Students on Placement will be supernumerary to the Host Organisation's staff requirement.

7. Legal Responsibilities/Indemnity

- a) While on Host Organisation premises for Placement University staff and students will remain at all times the legal responsibility of the University.
- b) The University will indemnify the Host Organisation and its officers and employees against all legal liability, actions, suits, proceedings, claims, demands, costs and expenses which may



arise or be made against the Host Organisation in respect of any negligent act or omission by University students or staff.

8. Occupational Health and Safety and Discipline of Students

- a) At the commencement of a Placement, the Host Organisation will provide an appropriate induction to the student which includes the provision of information regarding occupational health and safety requirements and procedures relevant to the Host Organisation.
- b) Whilst on the Host Organisation site, students will be under the general direction of the University staff. Students will be required to observe appropriate policies and rules of the Host Organisation and be expected to be familiar with and conform to safety procedures such as the Host Organisation security/fire and safety regulations.
- c) The Host Organisation will ensure that the workplace and any plant and equipment complies with applicable workplace health and safety legislation and will ensure that there are appropriate risk management processes in place for the work environment.
- d) The Host Organisation will immediately notify the University if any safety incident or near miss occurs.
- e) Any matters of student discipline will be dealt with by the University according to its policies and procedures.

9. Confidentiality

Students and staff will maintain confidentiality of information and comply with the Host Organisation's policies in relation to client confidentiality. This may involve completion of a document provided by the Host Organisation which imposes confidentiality obligations on students and staff, where appropriate, upon commencement of their practical experience

10. Ownership of Intellectual Property Created During WIL Placements

In accordance with the law, the University's policy (name of similar Policy/Procedure eg, Intellectual Property: Ownership and Commercialisation Policy and/or Procedures') provides that students personally own the intellectual property (IP) rights in any materials they create. When students undertake Placements there may be circumstances where the Host Organisation seeks ownership of, or a licence to use, IP that is produced by a student in the course of the Placement. Materials produced by students during Placements might include manuals, brochures, training packages, worksheets, clinical notes, lesson plans, product or workflow designs, source code or a variety of other publications or resources. Host Organisation's may seek ownership on the grounds that they generally initiate and provide ongoing support, resources and supervision for work-related projects which students undertake as part of their Placement; that the students IP represents a development or extension of existing IP of the Host Organisation; or that the student has worked in collaboration with Host Organisation staff in such a way that it would be difficult to separately identify the authors of the new IP. Where the Host Organisation seeks an assignment or licence of student IP, students will be advised of the provisions relating to the ownership and use of IP before they commence their Placement. If students have queries or concerns about their IP produced during Placements, they should raise these beforehand with their academic supervisor. Students may also wish to seek independent legal advice to make an informed decision regarding their IP rights. . Under 'moral rights' provisions of the Copyright Act 1968 (Cth) students are entitled to be attributed as the creators of original materials that they produce as part of their Placement. This means that students should receive credit or acknowledgement, regardless of whether it has been agreed that the Host Organisation owns the IP in the work. IP arrangements should be properly considered and negotiated based on the requirements of each specific WIL situation. The outcome must be documented prior to the signing of this agreement.

11. Uniforms/Dress Code

The Host Organisation will not be responsible for the supply or laundering of uniforms. Where uniforms are not required, the Host Organisation's dress standards will be followed.

12. Research Projects

Any student research project or survey which involves the Host Organisation, its staff or clients, will require the prior approval of the Host Organisation and the appropriate University ethics committee (or similar body), and will be subject to a separate agreement between the University and the Host Organisation



13. Review and Variations to Terms to Agreement

The matters contained in the Agreement will be reviewed every year or at other times by mutual agreement of the parties. The parties acknowledge that:

- a) it is not possible for all conditions, circumstances and contingencies to be put in writing in advance;
- b) each will be reasonable in its dealings with the other;
- c) the terms of the Agreement may only be varied by a written agreement which is signed by an authorised signatory of both parties;
- d) the Agreement shall continue in force unless terminated by either party giving add appropriate time written notice to the other party.
- e) each party enters into this Agreement as an independent contractor.

14. Signatories

Signed on behalf of Name of University through the Name of Faculty by Pro Vice Chancellor or Equivalent.

Name of University	University Representative Title/Position
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Print Name	Signature	Date
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Name of Organisation	Partner Representative Title/Position
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Print Name	Signature	Date
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