**MCCUSKER CENTRE FOR CITIZENSHIP PLACEMENT AGREEMENT**

This Student Service Learning Placement Agreement is made the day of 20\_\_ between

**THE UNIVERSITY OF WESTERN AUSTRALIA,** a body corporate established pursuant to the University of Western Australia Act 1911 (Western Australia) of 35 Stirling Highway Crawley Western Australia 6009 through the McCusker Centre for Citizenship (**“UWA”**); and

**[NAME]** of [Address] (**“Organisation”**)

**RECITALS**

A. UWA conducts the Course and as part of the Course requires its students to undertake service learning placements.

B. The Organisation has agreed to accept UWA’s students for placement.

C. The parties have entered into this Agreement to record the terms and conditions that will govern placement of students at the Organisation.

**THE PARTIES AGREE**:

**DEFINED TERMS**

“Organisation Supervisor” means the person identified in Item 3 of Schedule 1.

“Confidential Information” means any information made available to a Student or UWA for the purposes of a Placement which is marked confidential or that the recipient is advised is confidential at the time of disclosure and excludes information created by the Student as part of the Placement or information which:

* + - 1. is or becomes public knowledge or part of the public domain otherwise than as a result of unauthorised disclosure by the recipient;
			2. has been independently developed by the recipient; or
			3. becomes available to the recipient from a third party with no obligation of confidence to the Organisation in relation to such information.

“Assessable Work” means a Student’s thesis, report, oral presentation, and/or any other written or verbal assessment material prepared by a Student for, or as a part of, the assessment requirements for their degree.

“Claim” means any and all claims, demands, suits, or actions of any kind, no matter how arising, whether at law or in equity.

“Course” has the meaning set out in Item 1 of Schedule 1.

“Damage” means any liabilities, damages, loss, expenses and any legal costs.

“Party” means either the Organisation, or UWA, or both of them as the context may require

“Personnel” shall include in respect of a Party, its officers, directors, employees, representatives and affiliates.

“Placement” means the provision of supervised opportunities with the Organisation for Students to achieve workplace-related competencies applicable to their studies, and is a “vocational placement” as defined in the Fair Work Act 2009 (Cth).

“Placement IP” means all the intellectual property rights arising from the Placement, including any statutory and other proprietary rights in respect of ideas and inventions (including patents), trade marks, works of authorship (including copyright and associated moral rights), designs, circuit layout and know how (including trade secrets), and the right to apply for and/or register such rights.

“Student” means a student of UWA participating in a Placement.

“Supervise” means the mentoring, education, training, monitoring, observation and direction provided to a Student on Placement by the Organisation.

“Term” means the period of time set out in Item 4 of Schedule 1.

“UWA Coordinator” means the person appointed by UWA to oversee and support a Student participating in a Placement and may be the academic supervisor of the Student, as notified by UWA to the Organisation from time to time.

1. **PLACEMENTS**
	1. The Organisation and UWA shall agree:
	2. The form and content of Student Placements;
	3. The numbers of Student Placements;
	4. The duration of Student Placements; and
	5. Such other matters as the parties consider necessary or desirable in relation to Student Placements;

prior to the commencement of each semester, or at other times as agreed, provided they are no less favourable than those agreed in the Schedule to this agreement as the minimum number of Students for the Placement, and subject to UWA’s ability to provide such minimum number of Students for the Placement.

* 1. UWA shall provide the Organisation with relevant details of Students undertaking Placements prior to the commencement of each semester, or at other times as agreed.
	2. The parties shall, prior to, or where appropriate upon, the commencement of an individual Placement, decide on the following for each Placement:
	3. the learning objectives and expected outcomes, and the activities the Student will undertake during the Placement towards the set objectives and expected outcomes;
	4. the time, duration and Location (based on the Location specified in item 4 of the Details) for the Placement; and
	5. the UWA Coordinator and Organisation Supervisor for the Placement, in the form set out in Schedule 1.
1. **NATURE OF THE RELATIONSHIP**

2.1 The Parties acknowledge and agree that:

* 1. nothing in this Agreement constitutes or deems a Student or UWA an employee, agent, partner or joint-venturer of the Organisation and this agreement shall not apply to Placements where Students are also employees of the Organisation; and
	2. each placement is strictly a work experience placement and nothing in this Agreement will be taken as constituting a relationship of employment between the Student and the Organisation. For the avoidance of doubt, the Student is not eligible for workers’ compensation, superannuation, remuneration, annual leave, sick leave, long service leave or any other type of leave or employment related benefit.
1. **OBLIGATIONS OF UWA**

3.1 The parties acknowledge UWA is responsible for:

* 1. the selection of Students to undertake Placements;
	2. designing assessment requirements and determining Student results;
	3. taking disciplinary action against a Student, at its discretion and in accordance with University rules, policies and procedures; and
	4. the provision and administration of degrees.

3.2 UWA will provide the Organisation with information on the Placement objectives and competencies to be achieved by Students on Placements.

3.3 The Organisation recognises UWA will arrange for Students sign an agreement, a template of which is set out in Schedule 2 in relation to any Placement (“Student agreement”).

1. **OBLIGATIONS OF THE ORGANISATION**

 **Supervision & learning experience**

4.1 The Organisation must:

* 1. Supervise Students at all times whilst on the Placement;
	2. prior to the commencement of any Placement, provide Students with an induction to the Organisation with respect to its organisation, rules and objectives, and provide copies of the Organisation’s workplace policies and procedures, including but not limited to those relating to occupational health and safety, security and emergencies;
	3. provide Students undertaking Placements with such learning experience as the Organisation and UWA agree prior to the commencement of any Placement, having regard to the nature of the Organisation and its operations, and the level of ability of the Students;
	4. ensure that the provision of the Placement and Supervision to a Student complies with all relevant UWA policies and Course objectives and competencies as notified to the Organisation by UWA;
	5. provide such access to the facilities and amenities of the Organisation as is necessary or desirable for the purpose of any Placement, as agreed with UWA; and
	6. permit Students to attend at UWA when required, during Placements, for any academic activities that form part of the Course.

**Compliance with industry standards**

4.2 The Organisation must:

* 1. comply with all statutory requirements and industry standards applicable to the Organisation and its operations including without limitation those relating to occupational health and safety;
	2. perform its obligations under this Agreement and in respect of the Placement in accordance with the highest standards of diligence, skill and care, and shall comply with all statutory requirements and industry standards applicable to its operations and the Placement;
	3. provide the total staffing requirements for the operation of the business and the premises where the Placement is undertaken without reliance on the Student(s);
	4. not make any payment whatsoever to the Students for their services or in connection with the Placement; and
	5. be solely responsible for the costs and expenses associated with the provision of the Placement and Supervision of the Student.

 **Feedback and interaction with UWA**

4.3 The Organisation must:

1. provide feedback to Students and to UWA on progress in relation to the Placement and support Students’ learning;
2. advise UWA if the Student does not attend the Placement as required;
3. within 14 days after the end of the Placement, provide UWA with feedback on the Student’s performance including learning, knowledge and development whilst the Student is on Placement, in the form nominated by UWA;
4. advise UWA immediately upon an event occurring or circumstances changing that materially affects a Placement;
5. keep and maintain accurate and reasonably detailed records in connection with the Placement and the Supervision of the Student, and comply with the provisions of the Privacy Act in respect of all personal information of the Student;
6. if requested by UWA and on reasonable notice, permit the UWA Coordinator access to its premises so UWA can monitor the activities of the Student and his/her progress, provided such access does not interfere with the Organisation’s operations.
7. **OWNERSHIP OF IP**

5.1 Subject to clause 5.2, all rights, title and interests in the Placement IP shall be and remain vested in the Organisation. The Organisation licenses UWA and the relevant Student to use and reproduce such Placement IP solely for the purposes of:

1. the Placement activities;
2. the Student’s preparation and presentation of any items for assessment; and
3. by UWA for their assessment of the Student.

5.2 The Student shall own the copyright in any Assessible Work.

5.3 Nothing in this Agreement prevents a Student from producing, and having assessed, their Assessible Work, provided where reasonably necessary to protect the Organisation’s Confidential Information, assessors are subject to confidentiality obligations consistent with this Agreement.

1. **CONFIDENTIAL INFORMATION AND PUBLICATION**

6.1 The parties will treat all Confidential Information as confidential and shall not without the prior written consent of the disclosing party, publish or permit the same to be disclosed to any third party, except Confidential Information disclosed by the Student to UWA for the purpose of being assessed for the Course (but only to the extent necessary for such assessment).

6.2 Neither party may make public statements or publications about the Placement without prior written consent from the other party.

1. **OCCCUPATIONAL HEALTH AND SAFETY**

7.1 The Organisation must comply with occupational safety and health legislation and provide a safe working environment for Students.

7.2 The Organisation is responsible for ensuring that each Student on a Placement complies with all relevant health and safety rules and regulations.

7.3 The Organisation must immediately notify UWA in writing if a Student has an accident, sustains an injury or is involved in a safety incident whilst on Placement; and must within 24 hours of any accident or safety incident provide UWA with a written report which includes a detailed description of the events.

7.4 The Organisation and its Personnel must fully co-operate with UWA in connection with any accident or safety incident including any follow up action needed.

1. **INDEMNITY**

8.1 Subject to this clause 8, UWA indemnifies the Organisation against Damage directly caused by any unlawful or negligent act or omission of a Student.

8.2 The Organisation indemnifies UWA in respect of any act or omission by the Student which was done or made under the instructions or directions of the Organisation or its Personnel.

8.3 The Organisation indemnifies UWA against Damages arising from any injury or death suffered by the Student and any Claims relating to such injury or death, caused by the unlawful or negligent act or omission of the Organisation or their Personnel.

8.4 The defaulting party’s liability to indemnify the other party under this clause 8 is reduced to the extent that the Damage or Claim is caused or contributed to by any negligent or wilful act or omission by the other party or any of its officers or employees.

8.5 Except for the express liabilities described herein, in no event will either Party be liable to the other for consequential damages (including lost profits or savings), special or incidental damages, even if informed of their possibility.

8.6 The Organisation acknowledges Placements are for work experience purposes and accordingly any material, information or advice generated or provided by Students comes without any warranties as to reliability, accurately or fitness for purpose and is used by the Organisation at its own risk.

1. **insurance**

9.1 UWA will provide personal accident, public liability and professional indemnity insurance for Students participating in the Placement.

9.2 Unless otherwise set out in Schedule 1, the Organisation must effect and maintain the following insurance cover for the duration of this Agreement covering the Organisation and the Student:

a) public liability insurance with insured limits in respect to bodily injury and property damage of at least $20,000,000 in respect of each claim and unlimited in aggregate;

b) professional indemnity insurance in the amount of not less than $10 million.

9.3 Each party will provide the other with certificates of currency evidencing their insurance under this clause, on request.

**10**. **DISCIPLINE OF STUDENTS**

10.1 During any Placement any matters of Student discipline within the knowledge of the Organisation will be referred by the Organisation to UWA and will be dealt with by UWA according to its disciplinary policy and procedures.

1. **TERM OF AGREEMENT**

11.1 Subject to clause 12, this Agreement continues in force for the Term. This Agreement can be extended by written agreement of both parties.

11.2 The terms of this Agreement apply to any Placement commenced during the Term.

**12. TERMINATION OF AGREEMENT**

12.1 Subject to the following provisions of this clause, either Party may terminate this Agreement by giving one month’s written notice to the other Party.

12.2 UWA may terminate this Agreement by giving one month’s written notice to the Organisation if UWA reasonably considers that:

a) the Organisation is insolvent;

b) any act or omission of the Organisation has brought or may bring UWA into disrepute; or

c) the continued placement of Students with the Organisation is no longer of benefit to UWA or the Students.

12.3 If either Party is in breach of the terms of this Agreement, and after 30 days from service by the Party not in breach of a notice of the breach, the breach has not been remedied, the Party not in breach may terminate this Agreement by written notice to the other and the termination will be deemed to take effect on the date of the notice.

12.4 In the event this Agreement expires, or is terminated pursuant to this clause 13, whilst a Student remains on a Placement, UWA may remove the Student from the Placement, or, if advised by UWA, the parties must work together to ensure the Placement can be completed for that Student.

**13. TERMINATION OF A SPECIFIC PLACEMENT**

13.1 The Organisation may terminate a specific Placement immediately by giving written notice to UWA if the relevant Student is guilty of dishonesty, wilful misconduct or negligence or repeated failure to follow the Organisation’s safety requirements, and may notify the Student that he/she must not attend the Organisation’s premises for the purposes of the Placement.

13.2 UWA may suspend or terminate a specific Placement at its discretion, on notice to the Organisation. The parties acknowledge UWA may wish to terminate where:

a) UWA forms a view that the Student is incapable of achieving the objectives of the Placement or successfully participating in the Placement;

b) the Student needs to suspend or terminate the Placement on reasonable grounds (e.g. illness);

c) the Student withdraws from the Course; or

d) the Student is guilty of dishonesty, wilful misconduct or negligence or repeated failure to follow the Organisation’s safety requirements.

13.3 Both parties acknowledge that a Student may withdraw directly from a Placement.

**14. RESOLUTION OF DISPUTES**

14.1 The parties recognise Supervisors should where possible and appropriate, liaise directly with each other in an effort to resolve any issues concerning a Placement.

14.2 If the Parties are in dispute on any matter under this Agreement, then each party will nominate a representative to attempt to resolve the dispute.

14.3 If the persons referred to in the previous clause are unable to resolve the dispute within a reasonable period of the matter being referred to them each party is free to take such steps it considers appropriate in relation to the dispute.

**15. GENERAL**

15.1 This Agreement is governed by and will be interpreted in accordance with the laws of Western Australia.

15.2 Any variation to this Agreement must be in writing signed by, or on behalf of, both parties.

15.3 Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.

15.4 This Agreement may be varied, amended or extended only by the written agreement of the parties.

15.5 Only waivers in writing and signed by the party against whom the waiver is claimed will be valid.

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

15.7 A notice under this Agreement must be sent, to the address specified for service in the Details, or any updated address notified in writing to the party, by personal delivery, registered post or email. A notice will be taken to be duly given:

a) in the case of delivery by hand, when delivered;

b) in the case of delivery by post, three (3) working days after the date of posting within Australia;

c) in the case of email, when sent provided the sender’s computer does not generate a notification that the email was undeliverable or otherwise not received,

but if the result is that a notice would be taken to be given or made on a day that is not a working day or the notice is sent or given after 4:00pm (local time), it will be taken to have been duly given on the next working day for the recipient.

15.8 This Agreement represents the entire Agreement between the parties.

**SCHEDULE 1**

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| **Item 1: Course** | McCusker Centre for Citizenship internship |
| **Item 2: Academic Supervisor** | Name: Chantal Bourgault Du Coudray Title: DrAddress for notices: M398, The University of Western Australia, 35 Stirling Highway, Crawley, 6009.  |
| **Item 3: Organisation Supervisor** | Name: Address:Placement Location(if different to address):Phone: Email:  |
| **Item 4: Term** | Commencement date:Expiry date: Ongoing |
| **Item 5: Location** |  |
| **Item 6: Special Conditions** | 1. UWA will advise the Organisation of any special needs or requirements of a Student to ensure the best outcomes for that Student, and the Organisation will accommodate such requirements.
2. The Organisation will provide adequate Supervision of the Students as agreed with UWA.
3. Emergency care and immediate incident response responsibility for Students will be provided by the Organisation in accordance with the Organisation’s standard policies and procedures for emergency care.
4. Without limiting any other clause of this agreement, UWA may remove a Student from the Placement if UWA determines it is unsafe, impossible or impractical for the Student to continue on the Placement.

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**SCHEDULE 2 – STUDENT PLACEMENT DETAILS**

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| **Item 1: Course** | McCusker Centre for Citizenship internship |
| **Item 2: Term** | Semester:Commencement Date:Expiry Date: |
| **Item 3: Internship Organisation and Location** | Name: Address:Placement Location(if different to address): |
| **Item 5: Organisation Supervisor** | Title:Name:Phone: Email:  |
| **Item 6: Student details****For information only** | Name: Student ID:Phone: Email:  |
| **Course** | Name:Major Discipline Area: |
| **Internship Role Title** |  |

***Confirmed by the Organisation***

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| **Signature of Organisation Representative**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*Copy to be uploaded to the McCusker Centre for Citizenship Internship LMS environment*

THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE AT THE BEGINNING OF THIS AGREEMENT:

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| **Signed** for and on behalf of the **University of Western Australia through the McCusker Centre for Citizenship** Signature of authorised signatory Michelle ScottName DirectorTitle |

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| **Signed** for and on behalf of **[Organisation]**  Signature of authorised signatory  Name  Title |