PRACTICAL PLACEMENT AGREEMENT  
(Higher Education)

THIS AGREEMENT is made the day of 20.

BETWEEN

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY ABN 49 781 030 034 of 124 La Trobe Street, Melbourne, Victoria (“the University”)

AND

The Organisation described in Item 1 of the Schedule (“Organisation”)

WHEREAS

A. The University provides a wide range of post-secondary and tertiary courses.

B. The University wishes to arrange for its students to receive vocational experience and training within a workplace setting relating to students studies.

C. The Organisation has agreed to accept the University’s students for vocational experience and training on the terms and conditions of this agreement.

THE PARTIES AGREE:

1. TERM OF THIS AGREEMENT

1.1 The term of this Agreement will be from the date of this Agreement and ends on the expiry date set out in Item 2 of the Schedule, unless terminated earlier under this agreement.

1.2 This Agreement may be reviewed at the request of either party.

2. THE PLACEMENT

2.1 The Organisation has agreed to accept the University's students (“Students”) for voluntary unpaid vocational placement(s) (“Placement”) and to provide the Students with relevant vocational experience, training and skills within a workplace setting in the area of study described in Item 3 of the Schedule (the “Discipline”).

2.2 The Placement is a component of work integrated learning which is part of the Students’ program described in Item 4 of the Schedule (the “Program”).

2.3 The parties shall agree on the number of Student Placements and the duration of each Placement within a reasonable period from the date of this agreement.
2.4 The Student will not receive remuneration or payment or a similar benefit (of any form) for the Placement.

2.5 The Organisation and the University agree that compliance with the terms of this agreement ensures compliance by the University with the relevant standards of the *Higher Education Standards Framework* made pursuant to the *Tertiary Education Quality and Standards Agency Act 2011* (Cth).

3. **RESPONSIBILITIES OF THE UNIVERSITY**

3.1 The obligations and responsibilities of the University are:

(a) to nominate a staff member to contact and liaise with the Organisation in relation to this agreement and Placements as set out at item 5 of the Schedule. The University may at its discretion replace the University contact and must notify the Organisation in writing;

(b) to inform the Student that he or she must comply with the Organisation’s policies and rules with respect to behaviour and discipline whilst undertaking the Placement, but only to the extent that the Organisation has provided that information to the University prior to the commencement of the Placement;

(c) to inform the Student of confidentiality, privacy and other obligations applicable during and after the Placement, but only to the extent that the Organisation has provided that information to the University prior to the commencement of the Placement;

(d) if required by the Organisation and notified to the University in writing:

(i) ensure that a Student applies for and obtains a national police certificate for the Student and provides evidence of this prior to the commencement of a Placement;

(ii) ensure that any University staff attending the Organisation’s premises, obtain and show evidence of a current national police certificate;

(iii) ensure that the Student applies to the Department of Justice and obtains a working with children check if the Placement is in a child related field of work and provides evidence of the check card prior to the commencement of a Placement; and

(iv) ensure that the Student undertakes any other check requested by the Organisation and agreed to by the University;

3.2 The University will take out and maintain worker’s compensation, public liability, professional indemnity and student accident insurance to cover liability for the University, its staff on the Organisation’s premises, and any Student in relation to a Placement.

4. **RESPONSIBILITIES OF ORGANISATION**

4.1 The Organisation acknowledges and agrees that it will:
nominate a staff member to contact and liaise with the University in relation to this agreement and Placements as set out at item 6 of the Schedule, and if there is a change in the staff member, notify the University in writing as soon as possible;

(b) ensure qualified and experienced staff supervise the Student whilst they are undertaking the Placement;

(c) provide the Student with appropriate orientation, induction and training in relation to:

(i) the Organisation’s policies, procedures and rules applicable to the Student at the Placement; and

(ii) all safe work procedures to ensure that the Student is not placed at risk;

(d) inform the Student that he or she must comply with the Organisation’s policies and rules with respect to behaviour and discipline whilst undertaking the Placement;

(e) provide the appropriate facilities, equipment and learning experiences for the Student undertaking the Placement taking into account his or her skills and experience;

(f) immediately notify the University if the Student is injured or involved in any adverse incident at the Organisation; and

(g) comply with its obligations under applicable equal opportunity, anti-discrimination and occupational health and safety laws.

4.2 The Organisation acknowledges and agrees that the Student undertaking a Placement is not an employee of the Organisation for the duration of that Placement and that it will not require the Student to carry out any functions as an employee.

4.3 The Organisation will maintain confidentiality regarding the University’s confidential information and will comply with all applicable privacy laws regarding the Student undertaking the Placement.

4.4 The Organisation will take out and maintain appropriate public liability insurance.

4.5 Whilst on the Organisation’s premises, the University’s staff and Students will be subject to the Organisation’s policies, procedures, rules and regulations. In the event of a breach by a Student or a University staff member, the Organisation shall be entitled to direct that he or she leave the Organisation and will notify the University of the direction.

4.6 The Organisation must where essential to the Placement as set out at item 7 to the Schedule, notify the University prior to the Placement, of the requirement that the Student obtain the check/certificate under clause 3.1(d), for the purpose of undertaking the Placement.

4.7 The Organisation will, if relevant to its workplace and the Student’s Discipline, specify at item 8 of the Schedule the name of the accreditation body, term and expiry date of the accreditation applicable to the Organisation.
5. JOINT RESPONSIBILITIES

The University and the Organisation agree that there is no intention to create and employer/employee relationship between the Organisation and the Student during the course of the Student undertaking the Placement.

6. DISPUTE RESOLUTION

If the Organisation or the University has any concerns or a dispute arises in relation to any matter under this agreement, each party will use its best endeavours to resolve the dispute informally.

7. TERMINATION

Either party may give the other party 6 months' written notice of its intention to terminate this Agreement.

EXECUTED as an agreement.

SIGNED for and on behalf of ROYAL )
MELBOURNE INSTITUTE OF )
TECHNOLOGY ABN 49 781 030 034 by a )
duly authorised officer )

Signature

Name & Title

Witness Signature

Name & Address of Witness

SIGNED for and on behalf of )
ORGANISATION by a duly authorised )
officer )

Signature

Name & Title

Witness Signature

Name & Address of Witness
### SCHEDULE

**NOTE:** REPLACE THIS SCHEDULE PAGE WITH THE COMPLETED WORD VERSION OF THE SCHEDULE AS PREPARED BY YOU – the completed Schedule page needs to be attached to these agreement terms before an agreement is signed as it outlines the particulars the parties are agreeing to. The format is as follows:

<table>
<thead>
<tr>
<th>Item 1: Organisation</th>
<th>***[ORGANISATION NAME] ABN *** of [registered business address, street address]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 2: Expiry Date</td>
<td>[complete] (Clause 1.1)</td>
</tr>
<tr>
<td>Item 3: Discipline</td>
<td>(Clause 2.1)</td>
</tr>
<tr>
<td>Item 4: Program/Course</td>
<td>[formal program name] [program number] (Clause 2.2)</td>
</tr>
<tr>
<td>Item 5: University Contact</td>
<td>***[name] ***[position title and address] (Clause 3.1(a))</td>
</tr>
<tr>
<td>Item 6: Organisation Contact</td>
<td>***[name] ***[position title and address] (Clause 4.1(a))</td>
</tr>
<tr>
<td>Item 7: Police Check/WWC Check</td>
<td>YES / NO [delete inapplicable] (Clause 4.6) If YES, state what check/s and/or certificates are required:-</td>
</tr>
<tr>
<td>Item 8: Accreditation of Organisation</td>
<td>Name of Accreditation Body: Term of Accreditation: Expiry Date: (Clause 4.7)</td>
</tr>
</tbody>
</table>