**MCCUSKER CENTRE FOR CITIZENSHIP PLACEMENT AGREEMENT**

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| **UWA** | **INSTITUTION** |
| The University of Western Australia of 35 Stirling Highway, Crawley, WA, 6009, acting through the McCusker Centre for Citizenship.Contact person: Michelle Scott Phone: 64881690Email: internships@mccuskercentre.uwa.edu.au**ABN**:37 882 817 280 | INSTITUTION NAME AND ADDRESSContact person: Insert NamePhone: Insert NumberEmail: Insert EmailABN: Insert ABN |

# BACKGROUND:

1. UWA conducts the Course and requires students to undertake industry placements in order to complete the Course.
2. The Institution agrees to host UWA students to carry out industry placements in relation to the Course.
3. The parties enter into this Agreement to record the terms and conditions that will govern the placement of UWA students at the Institution.

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| **DETAILS** |
| Item 1 | Course | McCusker Centre for Citizenship Internship UWA may insert or delete Courses within this Item 1 with the Institution’s written consent. |
| Item 2 | Commencement Date | [specify date] |
| Item 3 | Termination Date | [specify number] years from the Commencement Date. |
| Item 4 | Location | [specify the address of location(s) where the Placement will take place] |
| Item 5 | Contact Officer  | Contact Officer for UWA:Name: The Internships Team Position: Internship Adviser Phone: 64881690 Email: internships@mccuskercentre.uwa.edu.au Contact Officer for the Institution:Name: […] Position: […] Phone: […]  Email: […]  |

***EXECUTED as an agreement by the authorised representatives of the parties:***

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| SIGNED for and on behalf of **THE UNIVERSITY OF** **WESTERN AUSTRALIA** by its authorised representative: | SIGNED for and on behalf of **THE INSTITUTION** by its authorised representative: |
| NAME (in capitals) | MICHELLE SCOTT | NAME (in capitals) |  Insert Name |
| SIGNATURE: |  | SIGNATURE: \* |  Sign here |
| TITLE: | Director | TITLE: |  Insert Title |
| DATE: |  | DATE: |  Insert Date |

# IT IS HEREBY AGREED:

* 1. **DEFINITIONS**

In this Agreement unless the context otherwise requires:

**Claim** means any liability, loss, damage, expense, cost or claim.

**Commencement Date** means the date specified in Item 2 of the Details.

**Confidential Information** means any Intellectual Property, or information in material form and raw data disclosed by the Institution after the date of this Agreement, in connection with the Placement or this Agreement, which is marked as “Confidential”, and excludes information which:

* + 1. is or becomes public knowledge or part of the public domain other than as a result of breach of this Agreement by the recipient party or its representatives;
		2. has been independently developed or acquired by the recipient; or
		3. becomes available to the recipient from a source other than the disclosing party who has not obtained it directly from the disclosing party.

**Contact Officer** means the person identified for each party at Item 5 of the Details, or any alternative person notified in writing by either party from time to time.

**Course** means the UWA course or courses of study, or any unit offered as part of a UWA course of study specified at Item 1 of the Details, that includes a work-based learning component requiring students to undertake industry placements.

**Details** means the details of this Agreement as set out on the preceding pages.

**Institution Supervisor** means the person appointed by the Institution to supervise and support a Student undertaking a Placement as set out in the relevant Placement Details, or any replacement person that may be agreed in writing by the parties from time to time.

**Intellectual Property** means present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law), 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.

**Location** means the primary location or locations where a Student will undertake a Placement, as set out in item 4 of the Details.

**Placement** means the supervised work-based opportunity provided by the Institution to a Student to achieve the work-based learning requirements of a Course, and constitutes a “*vocational placement*” as defined in the *Fair Work Act 2009* (Cth).

**Placement Details** means the details of each Placement agreed by the parties in accordance with clause 3 of this Agreement.

**Privacy Act** means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles incorporated in that Act.

**Student** means a student of UWA who is enrolled in the Course and attends a Placement.

**Supervision** means the mentoring, education, training, monitoring, observation and direction provided to a Student on a Placement by the Institution and ‘**Supervise’** has a corresponding meaning.

**Termination Date** means the date specified in Item 3 of the Details.

**Thesis** 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 the Course.

**UWA Coordinator** means the person appointed by the University to oversee and support a Student participating in a Placement set out in the relevant Placement Details or as notified in writing by UWA to the Institution from time to time.

# TERM

Subject to clause [14,](#_bookmark9) this Agreement commences on the Commencement Date and terminates on the Termination Date. The term of this Agreement can be extended by the written agreement of the parties.

# PLACEMENT DETAILS

* 1. The parties must agree the Placement Details of a proposed Placement prior to the commencement of the UWA teaching semester in which that proposed Placement is intended to start. The Placement Details must include as a minimum:
		1. the maximum number of Students who will be offered the opportunity to attend the Placement at the Institution;
		2. the form and content of the Placement, including the learning objectives, expected outcomes, and the activities a Student will undertake during the Placement;
		3. the duration of the Placement;
		4. the start and finish time and Location (to the extent that Location is different from the Location specified at Item 4 of the Details, or if multiple Locations are specified at Item 4 of the Details) of the Placement;
		5. the UWA Coordinator and Institution Supervisor for the Placement; and
		6. such other matters as the parties consider necessary or desirable in relation to the Placement.

# INSTITUTION’S OBLIGATIONS

* 1. The Institution will in relation to each Placement:
		1. accept the Students notified by UWA for that Placement, up to the maximum number of Students agreed in the relevant Placement Details in accordance with clause 3(a);
		2. Supervise Students at all times whilst the Student is on Placement;
		3. provide Students with a suitable induction with respect to acceptable behaviour, confidentiality requirements, the Institution’s policies, including but not limited to those relating to occupational health and safety, security and emergencies;
		4. ensure that the provision of the Placement and Supervision to a Student complies with all relevant University policies and Course objectives and competencies as notified to the Institution by UWA;
		5. keep and maintain accurate and reasonably detailed records in connection with the Placement and the Supervision of each Student, and agrees to comply with the provisions of the Privacy Act in respect of all personal information of the Student;
		6. provide all staffing and logistical requirements for the operation of its business and of the Location without reliance on any Student;
		7. perform every obligation under this Agreement and in relation to a 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 business operations and the Placement;
		8. notify the UWA Coordinator immediately in writing should any event occur or circumstances change that materially affect the ability to conduct a Placement; and
		9. 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 that Student’s progress, provided such access does not unreasonably interfere with the Institution’s operations.
	2. The Institution agrees that the Placement will include:
1. opportunities for the Student to apply the knowledge gained from their university studies; and
2. the provision of business exposure commensurate with the Student’s level of learning, as agreed with UWA.
	1. The Institution Supervisor will:
3. provide feedback to the Student and the UWA Coordinator on progress in relation to the Placement;
4. provide support to the Student in relation to their progress on the Placement;
5. advise the UWA Coordinator as soon as practicable if the Student does not attend the Placement as required; and
6. within 14 days after the end of the Placement, provide the UWA Coordinator with feedback on the Student’s performance, practical skills, learning, knowledge and development during the Placement, in the form nominated by UWA.
	1. The Institution will not make any payment to the Student during their time on the Placement or in connection with the Placement with the exception of reimbursements for reasonable costs or expenses incurred as a result of undertaking the Placement (e.g. travel costs relating to Student visiting a client of the Institution).
	2. The Institution is solely responsible for the costs and expenses associated with the provision of the Placement and Supervision of the Student.

# UWA OBLIGATIONS

* 1. The parties acknowledge UWA is responsible for:
1. the selection of Students who will undertake each Placement;
2. providing the Institution with information on the Course objectives and competencies to be achieved by each Student whilst on a Placement;
3. designing assessment requirements and determining Student results;
4. taking disciplinary action against a Student, at its discretion and in accordance with University rules, policies and procedures;
5. the provision and administration of degrees;
6. informing Students of their roles and responsibilities whilst undertaking the Placement, and if requested and copies are provided by the Institution to UWA, providing any relevant guidelines to the Students relating to the Placement; and
7. if requested by the Institution in writing, ensuring the Student signs an agreement with UWA in relation to the Placement covering the confidentiality and intellectual property requirements equivalent to clauses 6 and 7 of this Agreement.

# INTELLECTUAL PROPERTY

* 1. All rights, title and interest in any pre-existing Intellectual Property already owned or licensed to UWA prior to the Placement and used by the Student in connection with the Placement will remain the property of UWA.
	2. Subject to clause [6.3,](#_bookmark2) any Intellectual Property arising out of or developed by a Student (**Creator**) during the course of the Placement shall vest upon its creation with the Institution. The Institution licenses UWA and the Creator to use and reproduce such Intellectual Property for the purposes of:
1. the Placement activities;
2. the Creator’s preparation and presentation of any items for assessment; and
3. by UWA for their assessment of the Creator.
	1. Notwithstanding any other clause in this Agreement, a Student shall own the copyright in their Thesis and any work they produce for assessment.

# CONFIDENTIALITY AND PUBLICATION

* 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).
	2. Neither party may make public statements or publications (“**Publication**”) about the Placement without prior written consent from the other party (which shall not be unreasonably delayed or withheld). This clause 7.2 does not apply to the Student’s Thesis or any other work they produce for assessment.
	3. Nothing in this Agreement prevents a Student from producing, and having assessed, a Thesis provided where reasonably necessary to protect the Institution’s Confidential Information, the assessors are subject to confidentiality obligations consistent with this Agreement.
	4. The Institution acknowledges that UWA is legally obliged to deposit in the library a copy of a Student’s completed Thesis. Notwithstanding this, the Institution may, by written notice to UWA, request that a Student’s Thesis be withheld from general access to library users for a period of not more than 2 months from the date of lodgment of the Thesis, where reasonably necessary to protect the Institution’s Confidential Information.

# OCCCUPATIONAL HEALTH AND SAFETY

* 1. The Institution is responsible for ensuring that each Student on a Placement complies with all relevant health and safety rules and regulations.
	2. The Institution must:
1. comply with all relevant occupational safety and health legislation and provide a safe working environment for each Student;
2. immediately notify UWA in writing if a Student has an accident, sustains an injury or is involved in a safety incident whilst on a Placement;
3. in addition to the notification required under clause 8.2(b), within 24 hours of any accident or safety incident involving a Student provide UWA with a written report which includes a detailed description of the events that occurred and the steps taken by the Institution in response to those events; and
4. fully co-operate with UWA in connection with any accident or safety incident including all reasonable follow up action required by UWA.
	1. Notwithstanding the Institution’s obligations under clause 8.2, the Institution may immediately suspend a Student from accessing the Location or continuing the Placement by providing written notice to that Student and UWA, where the Institution reasonably believes such suspension is necessary for the health and safety of any Student or officer or employee of the Institution. The parties will work together to resolve the issue and with the intention of allowing the Student to return to the Placement as soon as possible (where reasonable in the circumstances).

# INSURANCE

* 1. UWA will provide personal accident, public liability and professional indemnity insurance for each Student whilst participating in a Placement.
	2. The Institution will effect and maintain the following insurance cover during the term of this Agreement:
1. public liability insurance in the amount of not less $20 million for each claim; and
2. professional indemnity insurance in the amount of not less than $10 million.
	1. Each party will, where requested by the other party, provide current certificates of insurance to evidence compliance with its obligations under this clause [9.](#_bookmark4)

# CONTACT OFFICERS

* 1. The parties agree to each nominate a Contact Officer to liaise with one another to administer and coordinate Placements under this Agreement and to ensure the terms of this Agreement operates efficiently and in the best interest of both parties.
	2. Each party may substitute their Contact Officer by notifying the other party in writing.

# RELATIONSHIP

* 1. The Parties acknowledge and agree that:
1. nothing in this Agreement constitutes or deems a Student or any UWA personnel to be an employee, agent, partner or joint- venture of the Institution; and
2. each Placement is strictly a vocational placement and nothing in this Agreement will be taken as constituting or creating a relationship of employment between a Student and the Institution. For the avoidance of doubt, Students are not eligible for workers’ compensation, superannuation, remuneration, annual leave, sick leave, long service leave or any other type of leave or employment-related benefit.

# INDEMNITY

* 1. The Institution acknowledges Placements are for work experience purposes and accordingly any material, information or advice generated or provided by Students during the course of that Placement comes without any warranties as to reliability, accurately or fitness for purpose and is used by the Institution at its own risk.
	2. UWA indemnifies the Institution, its officers and employees against any Claim which they suffer, sustain or incur as a result of any negligent or unlawful act or omission by UWA, its officers or employees.
	3. The Institution indemnifies UWA, its officers, employees and students against any Claim which they suffer, sustain or incur as a result of any negligent or unlawful act or omission by the Institution, its officers or employees.
	4. The Institution indemnifies UWA its officers and employees in respect of any act or omission by the Student whilst on Placement which was done or made under the instruction or direction of the Institution or its officers or employees.
	5. The indemnities given under clauses 12.2, 12.3 and 12.4 shall be reduced to the extent that the Claim is caused or contributed to by any negligent or unlawful act or omission by the indemnified party or any of its officers or employees.
	6. Neither party is liable to the other for indirect or consequential loss or damages (including loss of contract, lost profits or savings), special or incidental damages, even if informed of their possibility.

# DISPUTES

* 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.
	2. If the representatives nominated under clause [13.1](#_bookmark8) cannot resolve the dispute, then either party may elect to terminate this Agreement by providing the other party with not less than 3 months’ notice in advance.

# TERMINATION

* 1. Subject to clause [14.6,](#_bookmark12) either party may terminate this Agreement without cause by giving at least 4 months written notice to the other party.
	2. Either party may terminate this Agreement immediately by giving written notice to the other party if:
1. the other party has breached this Agreement and the breach is incapable of remedy; or
2. the other party has breached this Agreement and the breach is capable of remedy, but the defaulting party has failed to rectify the breach within 14 days of receiving notice of that breach.
	1. The Institution may terminate a Student’s attendance at a Placement immediately by giving written notice to UWA if that Student:
3. is repeatedly dishonest in their conduct on Placement;
4. commits willful misconduct; or
5. repeatedly fails to follow the Institution’s health and safety requirements,

and that Student fails to remedy their conduct within 14 days of receiving notice to remedy that conduct. The Institution must also provide the UWA Coordinator with a copy of that notice to remedy and engage with the UWA Coordinator to attempt to mitigate the situation.

* 1. Both parties acknowledge that a Student may withdraw from a Placement at their own discretion,
	2. In the event this Agreement expires or is terminated pursuant to clause [14.1](#_bookmark10) or [14.2](#_bookmark11) and a Student remains on a Placement (**Affected Student**) UWA may, at its sole discretion, remove the Affected Student from the Placement, otherwise the parties agree to work together to ensure the Affected Student can complete the Placement.
	3. The rights and obligations under clauses 6, 7, 9 and 14.5 survive the expiration or termination of this Agreement.

# GENERAL PROVISIONS

* 1. Unless otherwise specified in this Agreement, any notice under this Agreement must be sent to the Contact Officer for each party, by personal delivery, registered post or email. A notice will be taken to be duly given:
1. in the case of delivery by hand, when delivered;
2. in the case of delivery by registered post, three (3) working days after the date of posting within Australia;
3. 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 a weekend or public holiday in Western Australia or the notice is sent or given after 4:00pm (recipient’s local time), it will be taken to have been duly given on the next working day for the recipient.

* 1. Any variation to this Agreement must be in writing signed by both parties.
	2. Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.
	3. This Agreement may be varied, amended or extended only by the written agreement of the parties.
	4. Only waivers in writing and signed by the party against whom the waiver is claimed will be valid.
	5. This Agreement is governed by and is to be construed in accordance with the laws of Western Australia.
	6. This Agreement may consist of any number of counterparts and, if so the counterparts taken together constitute one document.