

Please sign this Agreement & return it to the University by 1 May 2004

**SMART: STRATEGIC MANAGEMENT ALLIANCES
FOR RESEARCH AND TRAINING
STUDENT PLACEMENT AGREEMENT**

BETWEEN

LA TROBE UNIVERSITY
(A.B.N. 64 804 735 113)

AND

La Trobe University
Legal Services
Angela Smith

F:\Angela\Agreements\Stud Place - faculty law web 6_1_04.doc

Tel: 9479 2532

Fax: 9479 1562

AGREEMENT is dated the date specified in Item 1 of the Schedule to this Agreement.

BETWEEN:

LA TROBE UNIVERSITY (A.B.N. 64 804 735 113) a body politic and corporate established by the *La Trobe University Act 1964* the principal campus of which is located at Plenty Road, Bundoora, Victoria 3083 ("the University")

AND

The Agency named in Item 2 of the Schedule to this Agreement ("the Agency")

RECITALS:

- A. The University through its Faculty of Law and Management ("the Faculty") and the schools referred to in Item 4 of the Schedule to this Agreement ("the School"), conducts courses of study leading to the award of the degrees set out in Item 5 of the Schedule ("the course").
- B. A compulsory course requirement is the undertaking by students of a period of practical experience at an organisation providing the services of the type set out in Item 3 of the Schedule.
- C. The Agency's primary role is to provide the services set out in Item 3 of the Schedule at the place specified in Item 6 of the Schedule.
- D. The University has requested the Agency to permit students enrolled in the course to undertake supervised practice and experience ("practical education") at the Agency by means of practical education programs ("practical programs").
- E. The Agency has agreed to the University's request upon the following terms and conditions.

AGREEMENT

1. DATE OF COMMENCEMENT

- 1.1. This Agreement shall be deemed to have commenced on the date set out in Item 1 of the Schedule and shall continue for five years or until terminated as provided in clause 2.

2. TERMINATION OF AGREEMENT

- 2.1 This Agreement may be terminated by either party giving to the other not less than one month's notice in writing, provided however that any student who has commenced a student placement at the Agency pursuant to this Agreement prior to the date of the notice may complete that placement in accordance with the terms of this Agreement.

3. **STUDENTS**

- 3.1 The presence of students in the Agency under this Agreement ("student placements") shall be for the purposes only of practical education in accordance with practical programs administered jointly by the University and the Agency.
- 3.2 Access to clients of the Agency by students shall be subject to the Agency's duty of care to its clients and conditional on client consent.
- 3.3 Students may participate in the delivery of Agency programs at levels commensurate with their stages of preparation and progress in their course, subject always to supervision by members of the staff of the Agency.
- 3.4. The number of student placements to be made available at the Agency shall be determined by it.

4. **LIAISON**

- 4.1 This Agreement shall be administered by joint liaison between nominated representatives of the University and the Agency in order to ensure its efficient operation and performance and to review and evaluate the effectiveness of practical programs.

5. **GENERAL: CONTROL AND DISCIPLINE**

- 5.1 Students and staff of the University, whilst within the Agency, shall be bound by the rules, regulations, protocols, procedures and by-laws of the Agency in addition to the Statutes and Regulations of the University.
- 5.2 Discipline of students and staff of the University shall be the responsibility of the University provided always that the Agency shall be entitled to issue instructions to University students and staff on how University students and staff are to conduct themselves on the Agency's premises.
- 5.3 Should any student fail or omit to be bound by or conform to any rule, regulation, protocol, procedure or by-law of the Agency or not behave in a safe or professional manner or perform any allotted task incompetently, the Agency has the right to request that the student immediately leave the placement setting or the Agency's premises and to enforce that request permanently or for any period of time in such manner as the law permits.
- 5.4 Where the Agency requests a student immediately to leave the placement setting or its premises or intends to make such a request at a later date the Agency shall immediately inform the University orally of its reasons for so doing or intending and shall as soon as practicable confirm the same to the University in writing. Where the student disagrees with such request or intention a consultative committee shall be formed consisting of two persons appointed by the University and two persons appointed by the Agency to consider the circumstances of the

request or intention and to submit a report and recommendation to the Agency whose decision in response to the report and recommendation shall be final.

6. AGENCY STAFFING

6.1 Students and staff in the Agency shall be supernumerary to the ordinary staffing requirements of the Agency.

7. SUPERVISION AND TEACHING

7.1 The Agency will provide direct and indirect educational supervision of students. In advance of any practical program or student placements, an agreed specification shall be documented of the amount and type of supervision required by the Agency.

8. STUDENT REMUNERATION

8.1 Students of the University shall not be employed by or receive remuneration from the Agency in their capacity as students of the University. Employment by the Agency of any student of the University shall be outside the terms of this Agreement and shall be subject to a separate express or implied contract of employment.

9. FACILITIES AND SERVICES

9.1 Unless otherwise agreed between the parties the University shall be responsible for the purchase, maintenance, insurance, transport and safe custody of special teaching aids and equipment as required by it.

9.2 Students whilst engaged in practical experience shall be attired in a manner approved by the Agency.

10. STUDENT PLACEMENT PROGRAMS: DEFERRAL ETC

10.1 Where unforeseen circumstances beyond the control of the Agency cause or threaten major disruption to the Agency's services or provision of practical education (eg industrial disputes, implementation of disaster plan), it may defer, suspend or amend the agreed student placements and practical programs. The Agency's decision shall be final and implemented forthwith.

11. RESPONSIBILITIES OF UNIVERSITY

11.1 The University shall:

(a) nominate a contact person from academic staff of the School who, in conjunction with a similarly nominated person from the Agency pursuant to subclause 12.1 (a), shall administer each practical program;

(b) provide for each practical program a written statement to the Agency at least one month prior to commencement detailing educational

objectives, dates for required experience, areas and levels of experience required and the approximate number of students seeking placement;

- (c) give two weeks' prior notice to the Agency of the names of students placed for practical education and advise of any late changes or absences as soon as they are known;
- (d) inform the Agency on an ongoing basis of the skill level of students and objectives of each practical program; and
- (f) provide liaison with staff of the Agency. When the curriculum of any practical program is altered or if the level of competence of students involved varies or the amount of supervision or practical program is altered the amount of supervision and liaison provided shall be reviewed and submitted to the Agency and to its Nominee as the case may require, for approval.

12. RESPONSIBILITIES OF AGENCY

12.1 The Agency shall:

- (a) nominate a contact person for each course as set out in Item 7 of the Schedule to this Agreement ("the Nominee") who, in conjunction with the person nominated by the University pursuant to subclause 11 (a), will administer each practical program including numbers of students to be accepted;
- (b) advise the University of the number of available student placements;
- (c) make available to the students its written administrative guidelines, policies, manuals, rules, regulations, protocols, procedures, and by-laws and any other information relevant to students and the practical programs;
- (d) provide an orientation to the Agency for students prior to the commencement of the placement, which shall include such information, instruction and training as necessary to enable the students to perform the placement activities in a safe manner;
- (e) provide facilities to enable staff of the University to conduct practical education discussions with the students. Such facilities may be shared with other users and may require advance booking arrangements;
- (f) allow access to relevant information about its clients in accordance with the practical learning objectives of students who shall be advised of and abide by the laws relating to confidentiality, privacy and relevant rules, regulations, protocols, procedures, by-laws and policies of the Agency; and

- (g) provide and maintain an environment for students whilst on placement that is, as far as is practicable, safe and without risks to health.

13. **INDEMNITY**

- 13.1 The University agrees to indemnify and keep indemnified, the Agency, its employees, and agents and each of them from and against any loss of or damage to property or injury to or death of any person and all actions, claims, demands, costs, losses or expenses of any nature whatsoever which may be brought or made or claimed against them or any of them arising from or in relation to negligence, unlawful act or wilful misconduct of any student or employee of the University in connection with activities related to this Agreement, except to the extent (if any) that the action, claim, demand, cost, loss, damage or expense is due to the negligence, unlawful act or wilful misconduct of the Agency, its employees or agents.

14. **INSURANCE**

- 14.1 Each party shall obtain and maintain public and products liability and professional indemnity insurance for an amount of not less than five million dollars and workers' compensation insurance (WorkCover) for its staff whilst engaged in any practical program at the Agency; and
- 14.2 The University shall obtain and maintain Personal Accident Insurance to cover its students whilst engaged in any practical program at the Agency.

15. **WORKCOVER**

- 15.1 Unless an Agency pays a student whilst on placement, the University agrees to reimburse the Agency for any extra workers' compensation (WorkCover) premiums which may become payable by the Agency for the next two annual renewal periods as a result of any student successfully claiming workers' compensation (WorkCover) benefits from the Agency whilst on placement. Any reimbursement in accordance with this clause shall be net of any input tax credits that are available to the Agency under the A New Tax System (Goods and Services Tax) Act 1999.

16. **GENERAL**

- 16.1 The University shall make its students and its staff members aware of the terms and conditions under which the practical programs are conducted and endeavour to ensure compliance with such terms and conditions and in particular those relating to confidentiality and privacy.

17. **DISPUTES**

- 17.1 Where any dispute arises as to the meaning, intent or application of any part of this Agreement or where an amendment to it is sought, then, at the request of either party, a joint committee consisting of three representatives of each party shall be constituted

within seven days to consider the dispute and to recommend a course of action to the parties.

- 17.2 In the event any dispute referred to in subclause 17.1 is not resolved after the joint committee has recommended a course of action or either party has failed, refused or omitted to nominate representative to the joint committee or the joint committee fails, refuses or omits to recommend a course of action within fourteen days of being constituted then this Agreement shall be voidable at the option of either party upon seven day's notice in writing.

18. **VARIATION**

- 18.1 This Agreement or any terms herein may be varied only by mutual agreement in writing.

19. **WAIVER**

- 19.1 Failure of either party to enforce any of the conditions of this Agreement shall not be considered as a waiver by such party of such condition or in any way affect the validity of the agreement or any part thereof.

20. **GOODS AND SERVICES TAX**

- 20.1 In this clause, terms which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as those terms have in that Act.
- 20.2 If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

21. **PRIVACY**

- 21.1 Both parties agree that in carrying out this Agreement they will comply with all applicable privacy legislation.

Executed on the date first appearing

SIGNED for and on behalf of)
LA TROBE UNIVERSITY)

.....
DEAN
FACULTY OF LAW AND MANAGEMENT

SIGNED for and on behalf of)
)
)
)

.....
Senior Manager in Charge

.....
Witness

SCHEDULE A

Item 1: Date

Item 2: The Agency

Item 3: Type of Services Provided by the Agency

Item 4: School/s

Item 5: Course/s

Item 6: Address of Institution where students will be placed:

Item 7: Agency's Nominee/s