

Student Placement Agreement (Student Employed By Host)

[Delete these instructions highlighted in yellow before sending the draft agreement to the other party for review and signature.]

This Agreement should be used for student placements that are:

- completed as a requirement of the student's course;
- where the student is not undertaking a higher degree by research;
- where the student placement is undertaken at a host organisation; and
- where the student is employed by that host organisation.

This agreement should not be used for student placements where the student is not employed by the host.

Do not amend the terms of this Agreement

This document is a template master Agreement. If you are responsible for agreeing the terms of a master Agreement with a host organisation, amend **only** the items highlighted in yellow.

The terms highlighted in grey in the Student Placement Form should not be updated within the master Agreement. The items highlighted in grey should be amended for each student placement that is arranged after the master agreement has been entered.]

Student Placement Agreement (Student Employed by Host)

Monash University

ABN 12 377 614 012, acting through insert Faculty/Department/area

and

[Name of Host]

Alt[ABN/ACN/ARBN] [number]

Contents

Clause	Page
1. DATE OF COMMENCEMENT AND TERM OF AGREEMENT	2
2. MANAGING THE STUDENT PLACEMENT	3
3. COMPLIANCE WITH LAWS	3
4. HEALTHY AND SAFETY	4
5. CONFIDENTIAL INFORMATION AND PRIVACY	5
6. INSURANCE	5
7. NOTICES	6
8. GENERAL	6
9. DEFINITIONS	8
 SCHEDULE 1 - STUDENT PLACEMENT FORM	 10
SCHEDULE 2 - STUDENT ACKNOWLEDGEMENT	12

This Agreement is made between:

- (1) **Monash University ABN 12 377 614 012**, acting through [insert Faculty/Department/area] of Wellington Road, Clayton VIC 3800 (**Monash**); and
- (2) **[Name of Party] [ABN/ACN number]** of [address] (**Host**).

Recitals:

- (A) Monash is authorised under applicable legislation to provide education and training courses to students, which may include a curricular industry-based experience as a required component of the course.
- (B) The Host employs one or more students enrolled at Monash.
- (C) Monash and the Host have agreed to permit the Monash students employed by the Host to undertake the curricular industry-based experiences through their paid employment with the Host.
- (D) The Student will undertake a Student Placement with the Host on the terms and conditions set out in this Agreement.

The Parties Agree As Follows:

1. Date of Commencement and Term of Agreement

- 1.1 This Agreement shall commence on the date the last party to the Agreement signs it, and will continue for a period of [insert term e.g. three years], unless it is terminated earlier by either party giving the other party at least six months' notice in writing or otherwise in accordance with clause 3 of this Agreement (**Term**).
- 1.2 In the case of termination for convenience under clause 1.1 the parties will arrange for any Student who has already started a Student Placement prior to the date of the written notice of termination, to finish that Student Placement on the terms and conditions set out in this Agreement.
- 1.3 The Student Placement will commence on the Commencement Date and will continue until the Completion Date, unless terminated earlier in accordance with this Agreement.
- 1.4 The Student shall perform the Student Placement on the nominated hours and days per week as set out in Schedule 1.
- 1.5** For each Student who will undertake a Student Placement with the Host, Monash will:
 - a. complete and provide to the Host the Student Placement Form; and
 - b. procure the Student's acknowledgement of the matters set out in the Student Acknowledgement,

before the Student commences the Student Placement.

- 1.6** Monash may suspend or terminate the Student Placement and/or this Agreement by immediate written notice to the Host if:
 - a. it has concerns about the Student's health, safety or wellbeing; or
 - b. the Host has breached the terms of this Agreement and:
 - (i) the breach is incapable of remedy; or

- (ii) if the breach is capable of remedy, has failed to remedy the breach within 14 days of written notice from Monash.

c. in accordance with clause 8.7.

1.2 The Host may suspend or terminate the Student Placement and remove the Student from the Host's premises if the Host has reasonable grounds for believing that:

- a. the Student has breached the terms of the Student Acknowledgement; or
- b. the Student ceases to be employed by the Host; or
- c. the Student has disclosed the Host's Confidential Information to a third party without the Host's authorisation.

1.3 The Host may terminate the Agreement by written notice to Monash if Monash has breached the terms of this Agreement and:

- a. the breach is incapable of remedy; or
- b. if the breach is capable of remedy, has failed to remedy the breach within 14 days of written notice from the Host.

2. Managing the Student Placement

2.1 The Host will provide, at its cost, the necessary oversight, office space (if applicable) and equipment at one or more Locations as required for the Student to undertake the Student Placement.

2.2 The Host is responsible for the supervision of the Student while they are undertaking the Student Placement, and will appoint appropriately qualified and experienced personnel to undertake the role of supervisor of the Student.

2.3 The Host will ensure the work undertaken by the Student on the Student Placement and the level of supervision of the Student is appropriate, taking into account the Student's skills and level of experience. The Host acknowledges that Monash does not guarantee the Student's attendance or the quality of the Student's work, or any deliverables arising from the undertaking of the Student Placement.

2.4 The Host will provide any reasonable feedback requested by Monash about the Student Placement, including completion of any assessment or evaluation forms.

2.5 Monash will make available the Monash Supervisor to monitor the progress of the Student Placement and address any issues or concerns arising during the Student Placement raised by the Host or Student.

2.6 Monash will inform each Student that the Host will require them to undertake a National Police Check, a Working with Children Check Card, an NDIS Worker Screening Check and/or obtain vaccinations prior to commencing the Student Placement, where indicated in Schedule 1 or otherwise required under Monash's policies and procedures. The parties agree that all information obtained in accordance with this clause is Confidential Information.

2.7 The parties agree to comply with any Faculty Conditions, and the terms in the body of this Agreement will prevail to the extent of any inconsistency between the terms in the body of this Agreement and the Faculty Conditions.

3. Compliance with Laws

In relation to each Student undertaking a Student Placement, the Host must:

- 3.1 comply with any applicable award, order, determination, industrial instrument or agreement of a court or tribunal;
- 3.2 comply with all obligations imposed on an employer to keep records, lodge returns and provide information in relation to the obligations in subparagraph 3.1;
- 3.3 pay remuneration and benefits, including superannuation contributions, leave entitlements, over time, penalty rates and other allowances or payments to the Student; and
- 3.4 pay or remit PAYG tax instalment deductions, deductions from prescribed payments, fringe benefits tax, superannuation payments (of an amount that the Host must contribute to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation), payroll tax and other Taxes or levies required by law which arise in respect of the engagement of the Student.

4. Health and Safety

The Host must, in relation to a Student Placement:

- 4.1 supply, as requested, information regarding the host organisation's health and safety history, workplace hazards, procedures and control measures in place;
- 4.2 agree to participate in any reviews, visits or audits relating to the student placement;
- 4.3 comply with all applicable occupational health and safety legislation and all applicable public health orders, standards, codes and other guidance relating to occupational health and safety, and maintain an appropriate Safety Management System;
- 4.4 provide a safe place of work for the Student and supply the Student with adequate personal protective equipment which complies with applicable Australian and international standards;
- 4.5 immediately or as soon as reasonably practicable inform Monash of any incident arising out of the Student Placement. Provide immediate assistance to the Student, complete an incident review or investigation as appropriate and keep the University informed on an ongoing basis of measures put in place to remedy the situation while the Student Placement continues. This includes incidents which are required to be notified to the relevant authority (eg: WorkSafe);
- 4.6 conduct the student placement in accordance with commonly accepted standards of ethics, professionalism, and respect;
- 4.7 conduct appropriate induction training with the Student upon the commencement of the Student Placement, including in relation to all Safety Policies relevant to the Student Placement; and
- 4.8 provide ongoing training, monitoring, supervision and support to the Student through their Student Placement.

5. Confidential Information and Privacy

- 5.1 The Parties acknowledge that each of the Student, the Host, and Monash, may, in the course of the Student Placement, be exposed to or obtain Confidential Information of the other.
- 5.2 The Parties agree that any Confidential Information obtained while conducting the Placement shall be used only for the purposes of the Student Placement or this Agreement.
- 5.3 The Host agrees that the Student may use information obtained during the Student Placement in any assessment material or works required to be submitted to Monash to fulfil the requirements of the Course. Where information obtained by the Student is Confidential

Information, the Host must notify the Student that such information is Confidential Information, so that the Student can ensure that confidentiality is maintained.

5.4 Where the Host has provided notice, Monash will keep confidential any such Confidential Information of the Host.

5.5 The Parties acknowledge that Monash will not transfer any personal information about the Student to the Host, as the Host already maintains a record about the Student as an employee of the Host.

6. **Insurance**

6.1 Not used.

Host Insurances

[OGC Drafting Note: Faculty must consider whether the insurance levels below are appropriate in respect of the Host and placement. Additional guidance is available by contacting Insurance Services directly, including in respect of the approval process for insurance waivers]

6.2 The Host must effect and maintain, or cause to be effected and maintained, for the duration of this Agreement (and in the case of any insurances written on a claims made basis, for a further period of seven years):

- (a) workers' compensation insurance as required by law (for liability at common law) in respect of its liability for the injury or death of its workers;
- (b) professional indemnity or errors and omissions insurance for its liability for its own acts and omissions and those of its employees, officers and agents for a limit of not less than \$10 million for each claim and in the aggregate for all claims;
- (c) public and products liability insurance with a limit of not less than \$20 million for each and every occurrence (and with respect to products liability, also in the aggregate for all claims in any 12 month policy period) which insures the Host and its employees, officers and agents for their liability for:
 - (i) loss of, damage to or loss of use of any property; and
 - (ii) the bodily injury, disease, illness (including mental illness), or death of any person (other than an employee of the insured),

arising out of or in connection with the Student Placement.

2.2 The Host must provide certificates of currency issued by its broker or insurer evidencing it holds the insurance required under this clause 6.2 at any time during the Term upon request by Monash.

1.1 Notices A notice, consent or other communication under this document is only effective if it is in writing, signed and either handed personally to the addressee, left at the addressee's address or sent to the addressee by mail or email.

1.2 A notice, consent or other communication that complies with this clause is regarded as given and received:

- a. if it is sent by mail,
 - (i) within Australia – 3 business days after posting; or
 - (ii) to or from a place outside Australia – 7 business days after posting, or
- b. if it is delivered to the person's address, or sent by email:

- (iii) by 5.00 pm (local time in the place of receipt) on a business day – on that day;
or
- (iv) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day.

1.2 Each party's notice details are as set out below, or as otherwise notified by it to the other party in writing:

Monash University

Address: [address]

Email address: [email]

Attention: [name]

[Host name]

Address: [address]

Email address: [email]

Attention: [name]

2. General

2.1 This Agreement is governed by the laws of Victoria, Australia.

2.2 Each party submits to the jurisdiction of the courts of Victoria and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.

2.3 The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Agreement. A failure to exercise a right or a delay in the exercise of such a right does not operate as a waiver of that right or a variation of the terms of this Agreement.

2.4 This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is superseded by this Agreement and has no further effect.

2.5 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this document.

2.6 Dispute Resolution Procedure

- a. The parties will attempt to resolve any dispute arising under this Agreement by negotiation in good faith, initiated by one party giving written notice of the dispute to the other party.
- b. If a dispute remains unresolved within 30 business days of a party receiving written notice of the dispute, the parties will refer the dispute to mediation. The mediator will be appointed jointly by the parties or, where the parties cannot agree, nominated by the then President of the Law Institute of Victoria or if not then in operation, a like organisation to be agreed between the parties. All costs of the mediation shall be borne equally by the parties, and the parties shall bear their own legal costs.
- c. In the event the dispute is not resolved by mediation within 20 business days after the appointment of the mediator, or such further time as the parties agree in writing, a party may then commence proceedings in relation to the dispute.
- d. Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

- e. Nothing in this clause 8.6, shall be taken as preventing a party from commencing a proceeding for urgent interlocutory relief.

2.7 Modern Slavery Legislation

- a. In this clause 8.7,

Modern Slavery has the meaning as defined in the Modern Slavery Legislation.

Modern Slavery Legislation means all applicable modern slavery laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2018 (Cth).

- b. The Host agrees that:
 - (i) it will comply with its requirements under the Modern Slavery Legislation, if applicable; and
 - (ii) if, at any time the Host becomes aware of any instances or practices of Modern Slavery within its operations or supply chains, the Host will notify Monash as soon as reasonably practicable and take all reasonable steps to address and remediate the offending practices.
- c. In the event that Monash has at any time, during the term of this Agreement, reasonable cause to believe that the Host is in breach of any of the provisions of this clause 8.7, Monash may suspend or terminate this Agreement with immediate effect by written notice to the Host.
- d. Notwithstanding any other clause in this Agreement, Monash reserves the right to provide any information disclosed by the Host as authorised and/or required by Law and/or to any third party which has been engaged by Monash to assist with internal compliance in relation to Modern Slavery.

2.2 Electronic Signing and Counterparts

- a. Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.
- b. This Agreement may be executed in any number of counterparts and by the parties on separated counterparts. Each counterpart constitutes an original of this Agreement, and all counterparts when taken together constitute one agreement.

3. Definitions

The following definitions apply in this Agreement:

Agreement means this document, including its Schedules, Appendices or attachments (if any).

Agreement Details means the information contained in the table entitled "Agreement Details" on the covering page of this Agreement.

Commencement Date means the date specified in Schedule 1.

Completion Date means the date specified in Schedule 1.

Confidential Information means information that:

- (a) is made available by or on behalf of a party (**Disclosing Party**) to another party (**Receiving Party**), or is otherwise obtained by or on behalf of the Receiving Party; and

- (b) is by its nature confidential or the Receiving Party has been informed that it is confidential,

but does not include information that:

- (a) is in or enters the public domain through no fault of the Receiving Party or any of its officers, employees or agents;
- (b) is or was made available to Receiving Party by a person (other than the Disclosing Party) who is not or was not then under an obligation of confidence to the Disclosing Party in relation to that information; or
- (c) is or was developed by the Receiving Party independently of the Disclosing Party and any of its officers, employees or agents.

Course means the course specified in Schedule 1.

Faculty Conditions means any faculty specific conditions pertaining to the Student Placement, as set out in Schedule 1.

Location means the premises where the Student Placement will take place, as specified in Schedule 1.

Monash Contact means the person specified in Schedule 1.

Monash Supervisor means the person specified in Schedule 1.

Safety Management System means an interrelated set of elements to manage safety risk in the workplace and comply with the Host's legal obligations, including:

- (a) hazard identification and risk assessment,
 - (b) incident and emergency management,
 - (c) consultation and communication with staff, and
 - (d) audit and review,
- and evidenced by appropriate policies, procedures and templates.

Student means each student of Monash placed with the Host under this Agreement.

Student Acknowledgement means an acknowledgement from the Student, in the format set out in Schedule 2.

Student Placement means a curricular industry based experience that is a required component of the Course, provided by the Host for the Student on the terms and conditions set out in this Agreement.

Student Placement Form means a form setting out the placement details, in the format set out in Schedule 1.

Superannuation Guarantee Legislation means the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee (Administration) Act 1992 (Cth).

Tax means a tax, levy, duty, charge, deduction or withholding (including GST), however it is described, that is imposed by law or by a government agency, together with any related interest, penalty, fine or other charge.

SCHEDULE 1 - Student Placement Form (Student Employed By Host)

Once populated (whether on paper or online), a copy of this Form should be retained by Monash and by the Host.

1.	Student name(s)	[insert]
2.	Course and Faculty	[insert the unit title and unit code, and/or course name, of which the student placement is a required component and Faculty]
3.	Key tasks/outcomes and hours per week	[insert concise summary]
4.	Commencement Date (Clause 1.3)	[insert]
5.	Completion Date (Clause 1.3)	[insert]
6.	Location	[insert address of placement, or 'Not applicable as undertaken virtually']
7.	Monash Supervisor	Name: [insert] Email address: [insert] Phone number: [insert]
8.	Host Contact	Name: [insert] Email address: [insert] Phone number: [insert]
9.	Monash Contact	Name: [insert] Email address: [insert]

		Phone number: [insert]
10.	Police Check required	Yes / No [Indicate whether the Student is required to obtain a Police Check as part of the Student Placement]
11.	Working with Children Check required	Yes / No [Indicate whether the Student is required to obtain a Working with Children Check as part of the Student Placement]
12.	Vaccination Required	Yes/No [If yes, indicate which vaccinations are required.]
13.	NDIS Check required	Yes / No [Indicate whether the Student is required to obtain an NDIS Check as part of the Student Placement]
14.	Faculty Conditions	[Insert]

Signed for and on behalf of **Monash University**:

Print name

Signature

Title

Date

Signed for and on behalf of **[NAME OF PARTY]:**

Print name

Signature

Title

Date

SCHEDULE 2 - Student Acknowledgement (Student Employed By Host)

Once completed by the Student (whether on paper or online), a copy of this acknowledgement should be provided to the Host and Monash, and the Student should retain a copy.

I, _____[name], acknowledge and agree that at all times during the Student Placement:

1. I will not use, disclose or copy the Host's Confidential Information in any form or in any manner except where the Host has provided express written permission.
2. I will ensure that any material produced as part of the Student Placement (including any assessment material) does not contain any personal or health information of the Host or any employee, patient, client, customer or other associate of the Host, unless I have obtained appropriate consent to include that information.

I also acknowledge and agree that:

- a. The Student Placement is a requirement of the Course.
- b. If I do not fulfil the requirements of the Student Placement (including any attendance requirements), I may fail the Course.
- c. Monash may, in accordance with its policies as varied from time to time, discipline me for my conduct during the Student Placement. If required by the Host, I will obtain a police, NDIS and / or working with children check and if applicable, vaccination prior to the Commencement Date.
- d. I will contact the Monash Contact if I have any concerns, issues or queries regarding the Student Placement.

Definitions

The "Course", "Host", "Monash Contact" and "Student" are specified in the Student Placement Form.

Other defined terms used in this Acknowledgment Form have the following meaning:

Confidential Information means information that:

1. is made available by or on behalf of a party (Disclosing Party) to another party (Receiving Party), or is otherwise obtained by or on behalf of the Receiving Party; and
- (d) is by its nature confidential or the Receiving Party has been informed that it is confidential,

but does not include information that:

- (e) is in or enters the public domain through no fault of the Receiving Party or any of its officers, employees or agents;
- (f) is or was made available to Receiving Party by a person (other than the Disclosing Party) who is not or was not then under an obligation of confidence to the Disclosing Party in relation to that information; or
- (g) is or was developed by the Receiving Party independently of the Disclosing Party and any of its officers, employees or agents.

Student Placement means a curricular industry based experience that is a required component of the Course, provided by the Host for the Student.

Signed:

Signature

Date

Name

Executed as an agreement.

Signed for and on behalf of **Monash University**:

Print name

Signature

Title

Date

Signed for and behalf of **[NAME OF PARTY]**:

Print name

Signature

Title

Date