

## **Student Placement Agreement – Host (No Research Project)**

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;
- do not involve a higher degree by research student; and
- where the student placement is undertaken at a host organisation.

This agreement should not be used for student placements that involve a research project. Use the "Student Placement Agreement - Host (Research Project)" template for these placements.

### **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 the items highlighted in yellow.

The terms highlighted in grey in the Student Placement Form should not be updated with 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



**MONASH**  
University

# **Student Placement Agreement – Host (No Research Project)**

Monash University

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

and

Name of Host

**Alt**[ABN/ACN/ARBN] [number]

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**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 has agreed to provide curricular industry-based experiences for Monash Students on the terms and conditions set out in this Agreement.
- (C) The primary purpose of a Student Placement is to provide Students with the opportunity to apply the theory and skills they have learned while studying, in the Host's workplace. A Student is not entitled to remuneration for the Student Placement.

**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 this Agreement signs it, and will continue [until [insert date] OR for a period of [insert] 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 this Agreement (**Term**).
- 1.2 In the case of termination for convenience under clause 1, the Host will arrange for any Student who has already started a Student Placement before the date of the written notice of termination, to finish that Student Placement on the terms and conditions set out in this Agreement.

**2 Student Placement Details**

- 2.1 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 and provide to the Host the Student Acknowledgement signed by the Student, before the Student commences the Student Placement.
- 2.2 The Student Placement will commence on the Commencement Date and will continue until the Completion Date, unless terminated earlier in accordance with this Agreement or extended by written agreement between the parties.

**3 Termination of Agreement**

- 3.1 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; or
  - (c) in accordance with clause 13.7.
- 3.2** 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 has disclosed the Host's Confidential Information to a third party without the Host's authorisation.
- 3.3** 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.

## **4 Managing the Student Placement**

- 4.1** 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.
- 4.2** 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. The Host will arrange for the supervisor, or nominee, to meet the Student on the first day of the Student Placement and to allocate activities as learning opportunities for the Student within a reasonable time of the commencement of the Student Placement.
- 4.3** 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.
- 4.4** The Host will provide any reasonable feedback requested by Monash about the Student Placement, including completion of any assessment or evaluation forms.
- 4.5** Where a Student raises any complaint or grievance in relation to the Student Placement with the Host, the Host must inform the Monash Contact immediately and, where reasonably requested, co-operate with Monash in addressing the complaint or grievance in accordance with Monash's policies and procedures.
- 4.6** 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.
- 4.7** Monash will ensure that, where relevant, the Monash Supervisor is suitably qualified to supervise the Student, and is reasonably available to provide the Student with guidance regarding the Student Placement.

- 4.8 Monash will inform each Student that the Host will require them to undertake a National Police Check, a Working with Children Check Card, a 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.
- 4.9 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.

## **5 No Employment Relationship**

The Host acknowledges and agrees that in relation to each Student Placement:

- (a) all activities undertaken by the Student will be supervised by appropriate personnel at the Host;
- (b) the Student Placement is undertaken as a requirement of the Student's Course listed in Schedule 1;
- (c) the Student shall not be used as a substitute for the ordinary staffing requirements of the Host;
- (d) the presence of a Student on the Host's premises shall be solely for the purposes of the Student undertaking the Student Placement and shall in no way imply, or result in, the existence of an employment relationship between the Host and the Student;
- (e) the Student has no entitlement to remuneration for the Student Placement; and
- (f) the work performed as part of the Student Placement is not covered by an industrial instrument (as that term is defined in the *Fair Work Act 2009* (Cth)).

## **6 Payment to Student**

- 6.1 A Student undertaking a Student Placement may receive payment from Monash or the Host in the form of an Expense Allowance and/or a Scholarship Payment solely for the purpose of enabling the Student to carry out the Student Placement.
- 6.2 If applicable, details of any payments made between the parties will be included in the Student Placement Form. Where indicated in the Student Placement Form that a payment will be made from the Host to Monash, the Host will pay the Expense Allowance and/or Scholarship Payment to Monash within thirty (30) days of receipt of a valid tax invoice from Monash.
- 6.3 The parties agree that the monetary obligations referred to in this Agreement are exclusive of GST. If this Agreement or any supply under or in respect of this Agreement is or becomes subject to GST, and if the recipient of the consideration is liable to pay GST in relation to any supply under this Agreement, then the parties agree that the amount payable for the particular supply shall be adjusted by the amount of the GST.
- 6.4 Each party agrees to do all things, including providing tax invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- 6.5 Any Expense Allowance and/or Scholarship Payment:
- (a) is not recompense or reward for any work performed by the Student as part of the Student Placement; and

- (b) is not otherwise associated with the performance of work during the Student Placement.

## **7 Health and Safety**

The Host must, in relation to a Student Placement:

- (a) supply, as requested, information regarding the host organisation's health and safety history, workplace hazards, procedures and control measures in place;
- (b) agree to participate in any reviews, visits or audits relating to the student placement;
- (c) 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;
- (d) 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;
- (e) immediately 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 Monash 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);
- (f) conduct the student placement in accordance with commonly accepted standards of ethics, professionalism, and respect;
- (g) 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
- (h) provide ongoing training, monitoring, supervision and support to the Student through their Student Placement.

## **8 Intellectual Property**

### **Where the Student Owns IP Created by the Student**

- 8.1 If "Student owns IP" is selected in item 10 of the Student Placement Form (or no selection has been made in item 10 of the Student Placement Form), clauses 8.2 to 8.5 apply to the Student Placement and clauses 8.7 to 8.13 do not apply to the Student Placement.
- 8.2 Notwithstanding anything else in this Agreement, as between Monash and the Host, the Student will own all Student Placement IP, Student Placement Materials and Student Materials.
- 8.3 The Host acknowledges that notwithstanding anything else in this Agreement, the Host has no right, title or interest in the Student Placement IP, Student Placement Materials or Student Materials under statute, common law, equity or by operation of this Agreement, may not seek or enter into any agreement to the contrary with the Student, and may not use or reproduce the Student Placement IP, Student Placement Materials or Student Materials for any reason without prior permission of the Monash Supervisor.
- 8.4 The Host must notify Monash if the Host seeks permission to use any Student Placement IP or Student Placement Materials. Where permission is granted, use by the Host is subject to clause 8.5.

- 8.5 The Host agrees it will not rely on any Student Placement Material produced by, information provided by, or outputs from a Student, including Student Placement IP, without independent expert verification of its accuracy and reliability, in recognition that the Student has no qualifications and is participating in a learning experience.

### **Where the Host Owns IP Created by the Student**

- 8.6 If "Host owns IP" is selected in item 10 of the Student Placement Form, clauses 8.7 to 8.13 apply to the Student Placement and clauses 8.2 to 8.5 do not apply to the Student Placement.
- 8.7 To the extent Monash may at any time acquire any right, title or interest in any Student Placement IP or Student Placement Materials, Monash assigns all such right, title and interest, including Intellectual Property Rights, to the Host.
- 8.8 Monash will take reasonable steps to procure from the Student an assignment of any right, title or interest the Student has in any Student Placement IP or Student Placement Materials to the Host, in the form set out in Schedule 2.
- 8.9 Notwithstanding anything else in this Agreement, the Host acknowledges and agrees that the Student owns copyright in the Student Materials. Upon request by the Host, Monash will take reasonable steps to seek permission from the Student for the Host to use the Student Materials for the Host's internal business purposes. Where permission is provided by the Student, such use is subject to clause 8.13.
- 8.10 The Host grants Monash a non-exclusive, royalty-free, irrevocable, perpetual, transferrable and worldwide licence to use, modify, access and publish any Student Placement IP or Student Placement Materials for Student assessment purposes only. For the avoidance of doubt, the Host agrees and acknowledges that this licence extends to the Student, to allow the Student to complete the requirements of their Course.
- 8.11 To the extent that any of the Host's Background IP is incorporated in, or required to enable Monash or the Student to exercise their rights under clause 8.10, the Host grants Monash a non-exclusive, royalty-free, irrevocable, perpetual, transferrable and worldwide licence to use that Background IP and Background Materials for the purpose of exercising those rights only. For the avoidance of doubt, the Host agrees and acknowledges that this licence extends to the Student to allow the Student to complete the requirements of their Course.
- 8.12 Should this Agreement be terminated for any reason, the Host agrees to provide any Student who is completing or has completed a Student Placement, reasonable access to, and hereby grants to the Student a licence to use, any of Host's Background IP, Background Materials and Confidential Information required for the purpose of completing the requirements of the Student Placement.
- 8.13 The Host agrees it will not rely on any Student Placement Materials produced by, information provided by, or outputs from a Student, including Student Placement IP, without independent expert verification of its accuracy and reliability, in recognition that the Student has no qualifications and is participating in a learning experience.

## **9 Privacy Compliance**

### **Compliance with Privacy Laws and Policies**

- 9.1 The Host must ensure that all of its dealings with Personal Information in connection with this Agreement (including Personal Information directly or indirectly received from Monash or collected, created, received or held by the Host in connection with the Placement):
- (a) conform with the Host's obligations under the Privacy Laws;



- (b) to the extent that different Privacy Laws apply to each party, and without limiting paragraph (a), conform with the obligations applicable to Monash as if they were binding upon the Host in the same way and to the same extent as Monash would be bound by those Privacy Laws in the same circumstances; and
  - (c) conform, to the extent relevant to this Agreement, with the requirements of Monash's published privacy policies (as amended from time to time).
- 9.2 This clause 9 applies regardless of whether the Personal Information, the Host or any third party to whom the Host discloses Personal Information to which this clause applies is located in or outside Victoria, Australia.
- 9.3 The Parties agree to work together to do all things necessary to ensure that they are each able to process the Personal Information of Students lawfully and in compliance with the Privacy Laws for the purposes of fulfilling their obligations under this Agreement.

### **Access and Requests for Correction**

- 9.4 The Host must, on reasonable request by Monash, give Monash and any individual to whom Personal Information relates, access to any Personal Information collected by the Host in connection with the Student Placement, or acquired from or held on behalf of Monash.
- 9.5 The Host must comply with any reasonable request by Monash made for the purpose of Monash complying with:
- (a) obligations arising under the Privacy Laws (including a request by an individual for access to, or correction of, their Personal Information);
  - (b) any applicable guideline, recommendation, request, direction or determination issued by the Office of the Victorian Information Commissioner (or such other privacy authority with jurisdiction over either party); or
  - (c) Monash's published privacy policies (as amended from time to time).

### **General Obligations**

- 9.6 Without limiting the generality of its obligations under clauses 9.1 to 9.5, the Host must:
- (a) not collect, use or disclose any Personal Information other than for the purpose of performing its obligations under this Agreement;
  - (b) only collect Personal Information comprised in a Student's record held by Monash University, from Monash University;
  - (c) ensure that access to the Personal Information is given only to its employees, officers, contractors and agents who reasonably require access for the purpose of the Host carrying out its obligations under this Agreement;
  - (d) ensure that its employees, officers, contractors and agents who deal with Personal Information in connection with the Student Placement are aware of and comply with its obligations under this Agreement (as if they were the Host) in relation to such activities or practices, and enforce these obligations against any third party as required by Monash;
  - (e) immediately notify Monash if it becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Agreement; and

- (f) indemnify Monash (and its officers, directors, employees, contractors and agents) against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including, without limitation, legal costs) that arise out of or relate to any breach of its obligations in relation to Personal Information under this Agreement (except to the extent that such loss or damage arises as a result of Monash's fraud, negligence, breach of contract or wilful misconduct).

### **Disclosure of Personal Information to a Third Party**

- 9.7 The Host must not disclose (including to any related organisations) to a third party any Personal Information without Monash's prior written consent.
- 9.8 In the event that Monash provides consent for Personal Information to be disclosed to a third party under clause 9.7, the Host:
  - (a) must ensure that the third party complies with all Privacy Laws in relation to that Personal Information; and
  - (b) remains fully liable for any acts or omissions of the third party in connection with its non-compliance with all Privacy Laws in relation to that Personal Information.

### **Data Security Breaches**

- 9.9 The Host must ensure that all Personal Information is protected from a Data Security Breach, and must maintain appropriate mechanisms for detecting and responding to such incidents.
- 9.10 After becoming aware of any actual or reasonably suspected Data Security Breach, the Host must:
  - (a) promptly notify Monash, identifying the cause of the breach or suspected breach, the categories of affected individuals and Personal Information and any other such information as requested by Monash from time to time;
  - (b) use its best endeavours to ensure that any suspected breach does not become an actual breach;
  - (c) for any actual breach:
    - (i) immediately take all steps necessary to remedy the Data Security Breach, including by taking such steps necessary to mitigate harm to any individuals that may result from the Data Security Breach; and
    - (ii) comply with all reasonable directions of Monash in relation to the Data Security Breach, including directions to provide information or assistance to Monash; and
  - (d) except as required by law, not notify any person or body of the Data Security Breach unless directed to by Monash.

### **Application of the General Data Protection Regulation**

- 9.11 Where the GDPR applies as an applicable Privacy Law, the parties acknowledge and agree that Monash is a Data Controller (as that term is defined under the GDPR) in respect of the Personal Information that it processes, and that the Host is a Data Controller in respect of the Personal Information that it processes. The parties must comply with all applicable requirements of the GDPR and agree to work together to do all things necessary to ensure that they are each able to process the Personal Information of the Student lawfully and in compliance with the GDPR for the purposes of fulfilling their obligations under the Agreement.

## **Survival of Clause**

9.12 This clause 9 survives the termination or expiry of this Agreement.

## **10 Confidential Information**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Where the Host has provided notice, Monash will keep confidential any such Confidential Information of the Host.

## **11 Insurance**

### **Monash Insurances**

- 11.1 Monash 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) professional indemnity or errors and omissions insurance for the acts and omissions of the Student while undertaking the Student Placement;
  - (b) public and products liability which insures the Student for the Student's 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, arising out of or in connection with the Student's performance of the Student Placement; and
  - (c) personal accident insurance which insures the Student against accidental injuries the Student suffers while undertaking the Student Placement.

### **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]**

- 11.2 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) 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;

- (b) 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.
- (c) The Host must provide certificates of currency issued by its broker or insurer evidencing it holds the insurance required under this clause 11.2 at any time during the Term upon request by Monash.

## 12 Notices

- 12.1 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, fax or email.
- 12.2 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 – three business days after posting; or
    - (ii) to or from a place outside Australia – seven business days after posting, or
  - (b) if it is delivered to the person's address, or sent by email:
    - (i) by 5.00 pm (local time in the place of receipt) on a business day – on that day; or
    - (ii) 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.
- 12.3 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]

## 13 General

- 13.1 This Agreement is governed by the laws of Victoria, Australia.
- 13.2 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.

### **13.6 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 thirty (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 twenty (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 13.6 shall be taken as preventing a party from commencing a proceeding for urgent interlocutory relief.

### **13.7 Modern Slavery Legislation**

- (a) In this clause 13.7,
  - (i) **Modern Slavery** has the meaning as defined in the Modern Slavery Legislation.
  - (ii) **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 13.7, 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.

### 13.8 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.

## 14 Definitions

The following definitions apply in this Agreement.

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

**Background IP** means the Intellectual Property owned or controlled by a party, including Intellectual Property developed before or independently of this Agreement, which the party determines, in its sole discretion, to make available for the carrying out of the Student Placement, including any Improvements therein.

**Background Materials** means any materials, documents, databases, records or other physical things which comprise, contain or embody any Background IP (including documents, prototypes, biological materials or memory cards) or which are necessary to have the full benefit of the Background IP.

**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:

- (c) is in or enters the public domain through no fault of the Receiving Party or any of its officers, employees or agents;
- (d) 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

- (e) is or was developed by the Receiving Party independently of the Disclosing Party and any of its officers, employees or agents.

**Data Security Breach** means a misuse, interference, loss and any authorised access, modification or disclosure of Personal Information.

**Expense Allowance** means reimbursement for the Student's reasonable expenses associated with undertaking the Student Placement (such as reimbursement for travel, food etc).

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

**GDPR** means European Union's General Data Protection Regulation (EU) 2016/679.

**Intellectual Property** means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

**Intellectual Property Rights** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and includes copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, eligible circuit layout rights, plant varieties, trade secrets and domain names and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests.

**Improvements** means any improvement, advancement, modification, adaptation or the like arising from a party's use of Background IP that is created, developed or discovered during the course of conducting the Student Placement.

**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.

**Personal Information** has the meaning given to that term, or the term personal data, as in any applicable Privacy Law.

**Privacy Laws** means all applicable privacy principles, policies, laws and regulations that govern the handling of Personal Information processed under this Agreement.

**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.

**Scholarship Payment** means a payment to assist Students to participate in the Student Placement for educational purposes.

**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 Materials** means any thesis, dissertation, assessment material or other works produced by the Student for the purpose of, or to fulfil the requirements of, the Course, and the Intellectual Property rights therein.

**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.

**Student Placement IP** means any Intellectual Property which is conceived, developed, discovered, invented, written, prepared, authored or made by the Student in the course of conducting the Student Placement, but excluding any Student Materials.

**Student Placement Materials** means any materials, documents, databases, records or other physical things which comprise, contain or embody any Student Placement IP (including documents, prototypes, biological materials or memory cards).



## Schedule 1: Student Placement Form (No Research Project)

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

<b>1.</b>	<b>Student name(s)</b>	[insert]
<b>2.</b>	<b>Course and Faculty</b>	[insert the unit title and unit code, and/or course name, of which the student placement is a required component, and Faculty]
<b>3.</b>	<b>Key tasks/outcomes and hours per week</b>	[insert concise summary of activities and expected placement hours/week]
<b>4.</b>	<b>Commencement Date</b>	[insert]
<b>5.</b>	<b>Completion Date</b>	[insert]
<b>6.</b>	<b>Location</b>	[insert address of placement, or 'Not applicable as undertaken virtually']
<b>7.</b>	<b>Monash Supervisor (Clause 4)</b>	Name: [insert] Email address: [insert] Phone number: [insert]
<b>8.</b>	<b>Expense Allowance (if applicable) (Clause 6.2)</b>	[insert details if applicable, including the amount(s), when they will be paid, and by whom they will be paid (ie, the Host or Monash). If no Expense Allowance is to be paid, write "not applicable"]

<b>9.</b>	<b>Scholarship Payment (if applicable) (Clause 6.2)</b>	[insert details if applicable, including the amount(s), when they will be paid, and by whom they will be paid. If no Scholarship Payment is to be paid, write "not applicable"]
<b>10.</b>	<b>IP ownership (Clause 8)</b>	Student owns IP (Clause 8.1) <input type="checkbox"/> Host owns IP (Clause 8.6) <input type="checkbox"/> [tick one]
<b>11.</b>	<b>Host Contact</b>	Name: [insert] Email address: [insert] Phone number: [insert]
<b>12.</b>	<b>Monash Contact</b>	Name: [insert] Email address: [insert] Phone number: [insert]
<b>13.</b>	<b>Police Check required</b>	Yes / No [Indicate whether the Student is required to obtain a Police Check as part of the Student Placement]
<b>14.</b>	<b>Working with Children Check required</b>	Yes / No [Indicate whether the Student is required to obtain a Working with Children Check as part of the Student Placement]
<b>15</b>	<b>Vaccinations Required</b>	Yes/No [If yes, indicate which vaccinations are required.]
<b>16.</b>	<b>NDIS Check required</b>	Yes / No [Indicate whether the Student is required to obtain an NDIS Check as part of the Student Placement]
<b>17.</b>	<b>Faculty Conditions</b>	[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 (No Research Project)**

**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:

- (a) I will conduct myself in a safe and professional manner.
- (b) I will comply with the rules, regulations, protocols, policies, procedures and by-laws of the Host.
- (c) I will comply with the lawful and reasonable directions of the Host, including undertaking any induction training provided by the Host.
- (d) I will not use, disclose or copy the Host's Confidential Information in any form or in any manner except to the extent necessary to perform the Student Placement.
- (e) 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.
- (f) I will not remove any Host property, documents or records from the premises without the Host's consent.

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.
- (d) I am not entitled to any remuneration for the work I undertake as part of the Student Placement.
- (e) If "Host owns IP" is selected in item 10 of the Student Placement Form that applies to this placement, then to the extent that I acquire any right, title or interest in any Intellectual Property which is conceived, developed, discovered, invented, written, prepared, authored or made in the course of conducting the Student Placement, but excluding any Student Materials, I assign all such right, title or interest, including Intellectual Property Rights, in that Intellectual Property to the Host. If "Student owns IP" is selected in item 10 of the Student Placement Form (or no selection has been made in item 10), this clause (e) does not apply.

- (f) Personal information about me is collected by the Host for the purpose of administering the Student Placement in accordance with the Host's privacy policy. It sets out how I can access, seek correction of or complain about the handling of personal information. I acknowledge that I have received and read a copy of the Host's privacy policy and agree that my personal information can be collected, used and disclosed in accordance with that privacy policy.
- (g) 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.
- (h) I will contact the Monash Contact if I have any concerns, issues or queries regarding the Student Placement.
- (i) I will return all Host property, documents or records to the Host at the end of the Student Placement or at any other time requested by the Host.

## Definitions

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

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

**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:

- (c) is in or enters the public domain through no fault of the Receiving Party or any of its officers, employees or agents;
- (d) 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
- (e) is or was developed by the Receiving Party independently of the Disclosing Party and any of its officers, employees or agents.

**Intellectual Property** means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

**Intellectual Property Rights** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and includes copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, eligible circuit layout rights, plant varieties, trade secrets and domain names and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests.

**Student Materials** means any thesis, dissertation, assessment material or other works produced by the Student for the purpose of, or to fulfil the requirements of, the Course, and the Intellectual Property rights therein.

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

Signed:

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Signature

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Date

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Student Name

**Executed** as an agreement.

**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