



UNIVERSITY
OF TASMANIA

UTAS-WORPLACE AGENCY – WORKPLACE
LEARNING PLACEMENT AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 200..

BETWEEN

UNIVERSITY OF TASMANIA ABN 055 647 848

“the University”

AND

[name of placement agency]

“[placement agency]”

THE PARTIES HEREBY AGREE

1 PLACEMENT OF STUDENTS

1.1 [Name of organisation] agrees to accept at its Premises, and the University agrees to place, the student[s] named in Schedule 1 of this Agreement for the practical studies described in Schedule 2 of this Agreement.

2 TERM OF AGREEMENT

2.1 This Agreement shall commence on the date the Agreement is signed by the last party and will terminate on the date specified in Item 4 of the Schedule.

3 RESPONSIBILITIES OF THE [NAME OF ORGANISATION]

[Name of placement agency] will:

3.1 Within one working day of their arrival, provide students and staff of the University with orientation to [Name of Organisation]. Orientation shall include, but is not limited to:

- Confidentiality
- Students' expectations
- Code of Conduct
- Privacy and documentation
- Patient/client rights and responsibilities
- [Name of Institution]' rules, regulations, policies,
- Procedures and by-laws
- Standard Infection control precautions
- Identification
- Documentation
- Workplace health and safety
- Cultural diversity;

3.2 Provide students access to clients of [Name of placement agency] for planned, supervised workplace learning placement, subject to the obtaining of informed consent from the relevant patient/client;

3.3 Provide the necessary supervision and evaluation of students during the workplace learning placement;

3.4 Make available to University staff and students, copies of relevant rules, regulations, policies, procedures and by-laws of the [Name of placement agency] relevant to the placement;

3.5 Inform the University of any breaches of rules, regulations, policies, procedures or by-laws of the [Name of placement agency] in sufficient time to enable the University to take appropriate action;

3.6 Be responsible for the provision of consumables required by students during the period of placement;

3.7 Provide access to appropriate dining room/cafeteria facilities (where available) to students and University staff during workplace learning placements;

- 3.8 Provide emergency care for students and staff of the University in the event of accident of illness and under the usual conditions relating to visiting personnel;
- 3.9 Provide access to any available and suitable area for the purpose of teaching, library and library resources such as journals, texts and Internet access subject to the usual conditions prescribed by the [Name of placement agency] in relation to use of such resources;
- 3.10 Be entitled to take measures to ensure that students and University staff are competent to perform tasks and that they conduct themselves in a safe, professional manner when dealing with clients and [Name of placement agency] staff.

4 RESPONSIBILITIES OF THE UNIVERSITY

The University will:

- 4.1 Ensure that students have completed the University's Pre-placement Procedures;
- 4.2 Be responsible for the interpretation of all relevant matters relating to the course as may be required by [Name of placement agency];
- 4.3 Provide [Name of placement agency], within a reasonable time before the placement, with all necessary course documentation detailing course outline, placement objectives, tasks able to be undertaken, and assessment criteria for each student undertaking placement within [Name of placement agency].
- 4.4 Provide contact details of the University Workplace Learning Supervisor responsible for each student so that any [Name of placement agency] staff may receive a prompt response to any issues arising during the course of placement.

UNIVERSITY STAFF

The University will ensure that its staff are registered or credentialed according to the principles and practices of [Name of placement agency].

6 DISCIPLINARY ACTION AGAINST UNIVERSITY STAFF AND STUDENTS

- 6.1 If a [Name of placement agency] representative reasonably believes that a University staff member or student may require disciplinary action, the representative must, as soon as practicable, notify the University of the identity of the student or staff member and the grounds of any proposed disciplinary action.
- 6.2 Nothing in this clause or this Agreement derogates from the right of [Name of placement agency] to immediately remove any staff member or student if it is reasonable to do so having regard to [Name of placement agency]' duty of care to its clients, staff and visitors.
- 6.3 If a staff member or student is removed for disciplinary reasons, [Name of placement agency] must inform the University of such removal and the reasons for doing so by close of business the next working day. If the University disagrees with the removal, the matter must be dealt with in accordance with clause 8.

7 PARTIES' REPRESENTATIVE

- 7.1 Each party must appoint one of its staff to be its authorised representative. This person is the authorised representative of the party for all purposes connected with this Agreement.
- 7.2 At the date of entering into this Agreement:
- (i) The University representative is the person named in item 4 of the Schedule.
 - (ii) The [Name of Organisation] representative is the person named in item 5 of the Schedule.

8 DISPUTE RESOLUTION

- 8.1 If there is a dispute between the parties they must first use their best endeavours to resolve the dispute amicably;
- 8.2 If the parties fail to settle the dispute within 14 days of it first arising, they must refer the dispute for mediation to a person appointed by agreement between the parties who has at least two years experience as a mediator.
- 8.3 If the parties cannot agree within a further 14 days regarding the appointment of a mediator then the President for the time being of the Law Society of Tasmania will be requested to nominate a suitably qualified person to mediate the matter.
- 8.4 The parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within 30 days of his or her appointment; and
- 8.5 The fees of the mediator will be paid by both parties in the proportion determined by the mediator.
- 8.6 Referral of a dispute for mediation under the preceding clause will not prevent a Party from undertaking injunctive proceedings in court in relation to this Agreement.

9 INDEMNITY

Each party (the “indemnifier”) must at all times indemnify and hold harmless the other party, its officers, employees and agents (“those indemnified”) from and against:

- a) all losses suffered by the indemnified;
- b) all liabilities incurred by the indemnified; and
- c) all legal costs (on a solicitor and own client or full indemnity basis, whichever is the greater) and other costs and expenses incurred by the indemnified in connection with a demand, proceeding or mediation, arising directly or indirectly as a result of, or in connection with, the indemnifier’s, or its officers, employees, agents or subcontractors:
- d) negligence;

- e) unlawful act or omission; or
- f) breach or non-performance of any obligation under the Agreement, in carrying out or in connection with the Agreement.

10 INSURANCE

The following UTAS insurance policies are applicable to students during the term of this Agreement:

- (a) Public liability for not less than \$20m per claimable event;
- (b) Medical malpractice cover for both students and staff for not less than \$10m per claimable event; and
- (c) Workers compensation cover for staff of the University.

11 INTELLECTUAL PROPERTY

The ownership and exploitation (if any) of any intellectual property developed by either party separately or both parties jointly will be governed by separate agreement.

12 NOTICES

12.1 Either party may give the other party a notice under this Agreement by delivering, faxing or posting it to the attention of the party's Representative.

12.2 A notice sent by post is to be treated as given 2 business days after the notice was posted.

12.3 A notice sent by fax is to be treated as given as soon as the sender receives an error free transmission report.

12.3 If a notice is received outside the normal business hours of the person to whom it is sent, the notice is to be treated as having been given at the beginning of business on the next business day.

13 SEVERABILITY

If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this Agreement. The rest of this Agreement is not affected.

14 PARTIES RELATIONSHIP

14.1 Both parties agree to not represent itself, and will ensure that any employees or agents do not represent themselves as being employees, partners or agents of the other party.

14.2 Nothing in this Agreement will constitute either party, the employee, partner, agent, representative, trustee or joint venturer of the other.

15 ASSIGNMENT

The University cannot, without the prior approval of the [Name of placement agency] assign its rights or obligations under this Agreement.

16 VARIATION

This Agreement may only be varied by agreement in writing by the parties.

17 WHOLE AGREEMENT

This Agreement records the entire arrangement between the parties

18 APPLICABLE LAW & JURISDICTION

The laws of Tasmania govern the interpretation of this Agreement and the parties submit to the jurisdiction of the courts of that State.

EXECUTED AS AN AGREEMENT

SIGNED FOR AND ON BEHALF OF

[Name of Organisation]

Signature.....

Name (print).....

Position

Date

In the presence of:

Signature

Name.....

Date

SIGNED FOR AND ON BEHALF OF

University

Signature

.....

Name
(print).....

Position

.....

Date

.....

In the presence of:

Signature

Name

Date

SCHEDULE 1

This Schedule comprises details of the placement student[s].

SAMPLE ONLY

SCHEDULE 2

Item 1 Name of Courses:

Item 2 Period for which placements are available:

Item 3 Commencement date

Item 4 University representative:

Item 5 [Name of placement agency] representative:

Item 6 Contact details of the University for service of notices and
correspondence: