

# Griffith Sciences WIL Program

## Terms & Conditions

In consideration of the University agreeing to approve your organisation's project/placement registration for approval under the Griffith Sciences Work Integrated Learning Program for the nominated discipline of the degree program the following terms and conditions will apply to the Approved Project/placement.

### Definitions and Interpretation

"Approved project/placement" means the project or placement described in the project/placement registration form and approved of by the University under the Griffith Sciences Work Integrated Learning Program which includes the Industry Affiliates Program.

"Claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

"Degree Program" means the tertiary degree program offered by the University as described in the Project/Placement Registration Form.

"Discipline" means the discipline within the Degree Program as described in the Project/Placement Registration Form.

"Facility" means the facility operated by your Organisation at the location specified in the Project/Placement

Registration Form.

"Griffith Sciences Work Integrated Learning Program" means the Griffith Sciences Work Integrated Learning Program course to be completed by a Student as part of the Degree Program. This includes the Industry Affiliates Program.

"Industry Supervisor" means a suitably qualified person with experience and skills appropriate for supervising the Student in the approved project/placement, who is employed, contracted or otherwise engaged by the Organisation and who will supervise the Student in the approved project/placement.

"Objectives" means the type of practical experience to be undertaken by the student as described in the approved project/placement and which is commensurate with the student's level of training at the time of the approved project/placement.

"Project/placement registration form" means the on line registration of a project/placement made by the Organisation to the University for approval under the Griffith Sciences Work Integrated Learning Program.

"Student" means a student participating in the Discipline and approved by the University and the Organisation to participate in the approved project/placement.

"University Staff" means an employee of the University notified to the Organisation as being the University's contact person for a student taking part in the approved program.

"Work Integrated Learning (WIL) Agreement" means the Non Disclosure and Assignment of Intellectual Property and Placement Agreement between the Organisation and a Student in relation to the approved project/placement.

### **Responsibilities of the University**

The University is responsible for the following matters:

- (a) determining in consultation with the Organisation the objectives of the approved project;
- (b) determining competencies, mode of assessment and evaluation of the student under the Griffith Sciences Work Integrated Learning Program;
- (c) appointing an academic supervisor to provide support and guidance for the student, to monitor the quality of the approved project/placement, and to assist the student to maintain a good relationship with the Organisation;
- (d) Student disciplinary matters including taking appropriate action where the Organisation informs the University of any breach of the student's obligations; and
- (e) using reasonable endeavours to ensure that the student attending the Facility as part of the Griffith Sciences Work Integrated Learning Program complies with the code of dress prescribed by the University and if required by the Organisation.

In the event that staff of the University wish to visit the Facility to observe a student at the Facility, the University or student will provide reasonable prior notice of the proposed visitation and during visitation the staff of the University will abide by the rules, by-laws and regulations of the Organisation.

### **Responsibilities of the Organisation**

The Organisation is responsible for the following matters:

- (a) use its reasonable endeavours to ensure persons appointed as Industry Supervisors meet and act in accordance with providing assistance and instruction for the Student to meet:
  - (i). the Objectives; and
  - (ii). any other obligations agreed upon by the Organisation and the University from time to time.
- (b) decisions regarding day-to-day access for the student to a particular Facility or situation;
- (c) use its reasonable endeavours to ensure the Objectives and any other obligations agreed upon by the Organisation and the University from time to time are met;
- (d) providing to students an appropriate orientation process and guidelines on privacy and confidentiality, occupational health and safety (including emergency procedures), ethical practice, respect for diversity and any such other matters as considered appropriate by the Organisation;
- (e) ensuring that the Organisation, the supervisor and student comply with any legislation and regulation that applies to the approved project/placement;
- (f) providing detailed project/placement requirements to the student;
- (g) attending agreed and arranged meetings with the student as is reasonably practicable;
- (h) providing feedback for student assessment on the standard and conduct of the approved project/placement;
- (i) supplying all necessary resources as reasonably determined by the Organisation for the approved project/placement at the Organisation's expense;
- (j) informing the University of any circumstances which may affect the successful completion of the Objectives;
- (k) providing fair warning to both the student, and the University, of circumstances which could lead to the termination of the student's placement. Any termination of the student's placement must be carried out in consultation with the University;

(l) acknowledging student assessment deadlines and providing appropriate opportunities for the student to obtain permission to release information for assessment;

(m) providing access to information necessary for the student to complete assignments on how the approved project fits into the organisation for the avoidance of doubt, the Organisation is not required to incur any cost in providing such access;

(n) ensuring that in the work place, the student can focus solely on the objectives for the duration of the approved project/placement, and is not required to do work outside of the approved project/placement unless previously agreed with the University;

(o) ensuring that the student has appropriate resources dedicated to the approved project at the Organisation's cost, such as desk, chair, appropriate computer facilities, telephone etc; and

(p) providing appropriate supervision in the work place to contribute to the successful completion of the approved project.

## **Mutual**

The University and the Organisation acknowledge and agree that:

(a) a student may only participate in the approved project/placement at a level commensurate with the student's stage of preparation and progress in the student's discipline;

(b) a student must be appropriately supervised throughout the approved project/placement by an Industry Supervisor;

(c) it is intended that the student shall not be part of the paid workforce whilst on the approved project/placement. Students are to be treated as being in excess of the required number of staff to operate the Facility and are not to be used to fill a position, relieve workloads or to replace absentee staff. If the Organisation decides to make the student part of the paid workforce the Organisation must comply with all legal requirements in relation to such an arrangement;

(d) notwithstanding clause (a) above, the Organisation is entitled to satisfy itself that students are competent to perform allotted tasks and that they conduct themselves in a safe and professional manner. If the Organisation is not

so satisfied, it may do any of these things:

(i). restrict or limit access by a student to tasks or equipment as determined by the Organisation; or

(ii). direct a student to leave the Facility and take all reasonable steps necessary to ensure that the Student complies with such a direction;

(e) if the Organisation intends to give a direction referred to in clause (d)(ii) above, it agrees, where practicable, to first notify the University of its intention to and its reasons for doing so. A notice given under this clause may be oral in the first instance, but must be confirmed in writing to the University;

(f) should the Organisation require access to University resources for the approved project the parties will enter into separate negotiations for access to such resources and access to such resources will incur a cost;

(g) these terms are limited to engagement of the student under the Griffith Sciences Work Integrated Learning Program conducted during University semesters. Any arrangement for the student to engage in work outside of the University semester (Trimester 1 being February to June, Trimester 2 being July to October and Trimester 3 being October to February) is outside of the Griffith Sciences Work Integrated Learning Program, will be subject to separate negotiation between the student and Organisation and does not form part of these terms.

## **Liaison**

The parties agree to liaise with each other regularly:

- (a) to ensure the terms of this Agreement operate efficiently and in the best interests of both parties; and
- (b) to review and evaluate the effectiveness of the approved project/placement.

## **Indemnity and Insurance**

The University releases, discharges and indemnifies the Organisation and its officers and employees from and against any suit, demand or claim ("Claim") by a third party which may be brought against or made upon or incurred by any of them in connection with any:

- (a) negligent or wrongful act or omission of the student (when not part of the paid workforce of the Organisation) or the University, its officers or employees; and
- (b) breach of this Agreement by the University; except to the extent that the claim is due to the negligent or wrongful acts or omissions of or breach of this Agreement by the Organisation, its staff or its agents.

To avoid any doubt the release and indemnity given by the University under this clause does not apply in relation to any claim by a third party which may be brought against or made upon or incurred by the Organisation, its officers or employees in connection with any negligent or wrongful act or omission of the student when part of the paid workforce of the Organisation.

- (a) Subject to the clause below (b), the University releases, discharges and indemnifies the Organisation and its officers and employees from and against any Claim by the Student which may be brought against or made upon or incurred by any of them in connection with the Placement, including but not limited to any personal liability or property damage sustained by the Student except to the extent that the Claim is due to the negligent or wrongful

acts or omissions of or breach of this Agreement by the Organisation, its staff or its agents.

- (b) The release and indemnity given by the University under the clause above (a) does not apply in relation to any Claim by the Student which may be brought against or made upon or incurred by the Organisation, its officers or employees for any liability, loss or damage sustained by the Student at any time the Student is part of the paid workforce of the Organisation.

The University must effect and maintain the following insurance policies during the term of the Placement:

- (a) public liability and professional indemnity insurance cover for the Student but only to the extent the Student is not part of the paid workforce of the Organisation; and
- (b) Workers' Compensation cover of an unlimited amount for University Staff.

The University will provide evidence of the currency of an insurance policy effected under this clause to the Organisation whenever requested to do so.

The Organisation must, where the Student is part of the paid workforce of the Organisation, effect and maintain the following insurance policies during the period the Student is part of the paid workforce of the Organisation whether within the term of the Placement or otherwise:

- (a) public liability and professional indemnity insurance cover for the Student; and
- (b) Workers' Compensation cover of an unlimited amount for the Student.

The Organisation releases, discharges and indemnifies the University and its officers and employees from and against any Claim by a third party which may be brought against or made upon or incurred by any of them in connection with any negligent or wrongful act or omission of the Student when part of the paid workforce of the Organisation except to the extent that the Claim is due to the negligent or wrongful acts or omissions of the University, its staff or its agents.

The liability of the University for loss or damage suffered by the Organisation or the Students or any third party in connection with this Agreement or a Placement under this Agreement, including in relation to personal injuries to or property damage sustained by the Organisation, its staff, the Students or any other person is limited to \$5 million in total

and for all claims, whenever made.

The University will not be liable for any consequential losses such as loss of revenues, reputations, profits, bargain or loss of actual or anticipated savings or opportunities suffered or incurred by the Organisation or the Students in connection with this agreement or a Placement under this Agreement.

### **Notices**

All notices shall be given or sent to the relevant contact person nominated in the Registration for Project Approval in writing.

### **Termination**

Either party may terminate the Approved Project/Placement for breach by the defaulting party of any of these terms if the defaulting party has failed to remedy the breach within a reasonable time after receiving written notice of the breach from the other party.

The Organisation may, at its absolute discretion, immediately terminate the Approved Project/Placement by notice in writing if:

- (a) the student has breached any obligation under the WIL Agreement; and
- (b) the Organisation considers it is no longer appropriate to continue with the Approved Project/Placement.

### **Amendment**

This Agreement can only be varied by the written agreement of the parties.

### **No Agency**

Nothing in these terms shall be construed so as to constitute the parties as partners or to create any agency or partnership between the parties under any applicable law now or at any future time in force in the Commonwealth of Australia or the State of Queensland.

### **Confidentiality**

To the extent permitted by any Non Disclosure Agreement in place between the student and the organisation, each party may use Confidential Information of the other party only for the purposes of the Griffith Sciences Work Integrated Learning Program and must keep confidential all Confidential Information of the party disclosing it except for disclosures permitted under these terms and disclosures required by law.

A party receiving Confidential Information, may disclose it to such of its officers, employees or contractors who have a need to know for the purpose of the Griffith Sciences Work Integrated Learning Program.

"Confidential Information" means any and all information, know-how, data and experience relating to the Griffith Sciences Work Integrated Learning Program, whether existing prior to the commencement of these terms or created during the course of the Griffith Sciences Work Integrated Learning Program whether scientific, technical, commercial, financial or other nature but shall not include information that :

- (a) is already in the public domain;
- (b) is received by either party from an independent third party who is lawfully in possession and who is entitled to divulge it and is not under any obligation of confidentiality;
- (c) becomes available to the public by any means other than breach of this Agreement by the parties receiving the information.

Should any conflicts exist between these Terms and Conditions and any Non Disclosure Agreement in place between the student and the organisation, the Non Disclosure Agreement will take precedence.

### **Assignment**

Neither party shall assign their rights under these terms without first obtaining the other party's written consent.

