

## INFORMATION SHEET – THIS SHEET DOES NOT FORM PART OF THE AGREEMENT

Overview - The primary aim of the WIL placement is to provide degree-related work experience where the learning and performance of the student is directed by the University. A WIL placement should:

- enable the student to apply theoretical and other knowledge gained from their program of study in a workplace setting;
- allow the student to gain practical experience relevant to their studies;
- provide an opportunity for the student to explore career options or make more informed decisions on their career development; and
- increase the student's employability skills.

Students enrolled in a WIL Course are required to submit Assessment Items to the University to demonstrate their achievement of the learning outcomes within the WIL Course and meet the requirements of their University program. This needs to be accommodated in intellectual property arrangements and confidentiality restrictions.

As the WIL Course is a "for-credit" degree requirement for which the student must pay tuition fees, the Host should provide fair warning to both the student and the Course Convenor of circumstances which could lead to the termination of the WIL placement.

## UNIVERSITY INSURANCE COVER - EXPLANATION

Public Liability – The University's General and Products Liability Insurance Policy (generally referred to as "public liability insurance") covers all students of the University in situations where students are undertaking unpaid activities required by the university as part of their program of study, or approved by the University as of benefit to the students in their study.

Students are indemnified by that policy for any property damage (excluding motor vehicles) or personal injury suffered by a third party which is caused by the student in the course of an approved unpaid work experience activity, and for which the student would be legally liable.

The University's General and Products Liability Insurance Policy applies irrespective of whether the activities are conducted on a University site or elsewhere, provided the activities are officially sanctioned.

Personal injury suffered by the student - The University's Personal Accident Policy extends to all students of the University where the students are undertaking approved unpaid Work Experience / WIL Activity within Australia. Some limits apply under this policy. In some States, the Host may also be required to cover students under its insurance policies..

Professional Indemnity and Medical Malpractice Insurance - a student undertaking unpaid activities required by the University as part of their program of study, or approved by the University as of benefit to the student in their study, is covered by Professional Indemnity and Medical Malpractice Insurance for up to \$10 million worldwide with limitations in the USA/Canada.

Any incident that requires attention of the University's insurers, should be notified directly to the University's Manager, Insurance by phone: (07) 3735 7971; or

email: [insurance@griffith.edu.au](mailto:insurance@griffith.edu.au)

## REQUIRED GRIFFITH APPROVALS

1. **The WIL Placement must NOT commence until all parties have signed the attached Agreement.**
2. Before the Agreement is signed by Griffith, the WIL Course Convenor / Placement Coordinator must confirm that:
  - ☐ the student will benefit academically from the WIL placement; and
  - ☐ due consideration has been given to the factors specified in "Work-Integrated Learning at Griffith" (policy library) in selecting the Host for a WIL placement.
3. If the student is remaining in Australia and undertaking a placement with an overseas company or organisation, the student should submit an application to Griffith Global Mobility to be assessed for an International Experience Incentive Scheme (IEIS) grant.
4. Details of the WIL Placement must be properly recorded and a copy of the fully signed agreement must be lodged in the appropriate contract register (SONIA &/or ConvergePoint).



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## Work Integrated Learning (WIL) Agreement

Student undertaking placement activities in Australia

### REFERENCE SCHEDULE:

1. HOST DETAILS:		May be an overseas company, if Student is remaining in Australia	("Host")
Organisation name:			
ABN (or other Business No):			
Mailing address:			
Contact name & title/position:			
Contact's email address:			
Telephone (incl area & country code):			
Location of Student while undertaking Placement:	<input type="checkbox"/> Australia <i>If Student is travelling overseas or is an international student undertaking WIL in their home country, a different form should be used</i>		
2. STUDENT DETAILS:		("Student")	
Full name:			
Date of birth:			
Email address:			
Telephone:			
Program Title:			
WIL Course Code:	WIL Course Title:		
3. PLACEMENT DETAILS:			
Anticipated Placement tasks / Learning Plan:	<i>[set out details here, or "see attachment" and annexe project plan / learning plan]</i>		
Start Date:			
Expected End Date:			
Expected number of hours per week:			
4. GRIFFITH UNIVERSITY DETAILS:		ABN 78 106 094 461	("Griffith")
Griffith WIL contact – name & title/position:			
Email address:			
Telephone:			
5. INTELLECTUAL PROPERTY ARRANGEMENTS:			
5.1	Copyright in the Student's Assessment Items will be owned by the Student. This does not affect the ownership of any Host IP which is referred to or incorporated in those Assessment Items. The Host may retain a copy of the Student's Assessment Items and use them for the purposes for which they were created and for other business purposes.		
5.2	Apart from Assessment Items, the Student assigns to the Host absolutely all rights and title in the Placement Material. For the avoidance of doubt, all Intellectual Property in Client Records vests in and is owned by the Host.		
5.3	The Student consents to the Host not attributing the Student as an author of the Placement Material; and to the Host using, reproducing, adapting, altering, amending, deleting, modifying or supplementing the Placement Material or otherwise dealing with, exploiting or changing the Placement Material or using the Placement Material in a different context than originally envisaged, as the Host sees fit (in its sole discretion), which acts or omissions might otherwise constitute an infringement of the Student's moral rights. For the avoidance of doubt, the Student does not consent to the false attribution of authorship.		
5.4	The Host may request that the Student's Assessment Items be examined under conditions of confidentiality. However, no other restriction may be placed on the Student's ability to lodge their Assessment Items for examination in accordance with Griffith's policies.		

## OPERATIVE PROVISIONS:

### 1. Definitions:

1.1 In this Agreement, the following terms have the meanings attributed to them in the Reference Schedule – Griffith, Host, Start Date, Student and WIL Course.

1.2 In addition, unless the context requires otherwise:

**Assessment Items** means all artefacts, activities and tasks related to the Student's participation in the Placement which the Student is required to submit to Griffith to demonstrate their achievement of the learning outcomes within the WIL Course and meet the requirements of their university program.

**Client** means a person receiving goods or services from the Host.

**Client Record** means any Client or associated administrative record which identifies a Client or group of Clients and which is created by a Student at the direction or control of the Host in the course of the Placement.

**Confidential Information** means any and all information of a party which is by its nature confidential, is designated by the party disclosing it as confidential or which the party receiving knows, or ought to know, is confidential, whether existing prior to the Start Date or created during the course of the Placement, and 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 a 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; or
- (c) becomes available to the public by any means other than breach of this Agreement by the party receiving the information.

**Intellectual Property or IP** means all intellectual property which is capable of being protected by statute, equity or common law and includes, but is not limited to, all inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patents, computer programs, drawings, plans, specifications, copyright, trade marks, designs (whether registrable or not), know-how, and any other information, confidential or otherwise, capable of protection under the *Copyright Act 1968 (Cth)*.

**Personal Information** has the same meaning as defined in the *Privacy Act 1988 (Cth)*.

**Placement** means attendance by the Student at the Premises for the purposes of undertaking the educational activities described in this Agreement.

**Placement Material** means all material created by the Student in the course of or as a result of the Student participating in the Placement, including the Assessment Items.

**Premises** means the location(s) from which the Host requires the Student to undertake the Placement.

**Privacy Laws** means the *Information Privacy Act 2009 (Qld)*, the *Privacy Act 1988 (Cth)* and any similar or equivalent laws, regulatory requirements or codes of practice governing the use, storage or transmission of Personal Information.

### 2. Term & Termination

2.1 The parties agree to work together on the terms of this Agreement to provide the Student with an opportunity to undertake the Placement.

2.2 This Agreement commences when signed by the last of the parties and continues, unless terminated in accordance with its terms, until Griffith has finalised its assessment of the Student's performance in the WIL Course.

2.3 Due to the "for credit" nature of the Placement, this Agreement may only be terminated by the Host in consultation with the

Griffith Course Convenor and with the approval of the relevant Head of School/Department at Griffith.

2.4 Griffith may withdraw the Student from the Placement at any time if it reasonably considers it necessary or appropriate.

### 3. Responsibilities of Griffith

3.1 Griffith is responsible for:

- (a) all academic matters relating to the WIL Course, including assessment of the Student;
- (b) Student disciplinary matters; and
- (c) notifying the Host if the Student ceases to be enrolled in the WIL Course.

### 4. Responsibilities of the Host

4.1 The Host is responsible for:

- (a) providing the Student with tasks and exposure to the business directly relevant to the WIL Course, at a level suitable to the Student's study level and under the supervision of a suitably qualified and responsible person;
- (b) where requested by Griffith, providing written feedback on the Student's performance while on Placement to support their assessment;
- (c) if necessary, arranging for and obtaining Client consent for the Student to provide services to Clients and to have access to Client information for the purpose of the Placement. Client consent may be freely withheld; and
- (d) ensuring that the Student keeps regular working hours at the Premises (unless otherwise agreed with the Course Convenor).

4.2 Prior to the Student commencing the Placement, the Host will:

- (a) ensure that the Premises and any equipment to be used by the Student comply with current general and industry specific workplace health and safety legislation; and
- (b) provide an induction process for the Student including workplace health and safety and appropriate on the job training and supervision.

4.3 If the Student reports an incident or dangerous situation or if there is a safety breach by the Host related to the Placement, the Host must give written notice of such to Griffith, and if requested by Griffith, provide a copy of any report, recording or investigation into the incident, situation or breach.

4.4 Unless the Student is a paid employee of the Host, the Host must not require the Student to function as an employee of the Host.

### 5. Responsibilities of the Student

5.1 The Student must comply with all of the Host's lawful pre-Placement requirements including, but not limited to, immunisation, health check, working with children check and criminal record check requirements, prior to commencing the Placement. The Student acknowledges that the Host may prevent the Placement from proceeding if the Student cannot or does not comply with the request for the production of evidence of compliance.

5.2 While on Placement, the Student must:

- (a) comply with the guidelines for the WIL Course in which they are enrolled and for which they are undertaking the Placement;
- (b) maintain a professional approach to the Placement and carry out the tasks assigned to them by the supervisors appointed by the Host;
- (c) exhibit general good behaviour at all times while on Placement and adhere at all times to any applicable codes of conduct and Griffith's Student Charter;
- (d) keep regular hours at the Premises as agreed with the Host;

- (e) participate in the induction provided by the Host and comply with all rules, directions, codes of conduct, policies and procedures (including those relating to security or workplace health and safety) that are in effect at the Premises, or which are communicated to the Student by the supervisor appointed by the Host or other staff of the Host from time to time; and
- (f) report any serious incidents in the workplace or other concerns which arise in connection with their Placement to Griffith (through their Course Convenor / Placement Coordinator). Griffith will contact the Host at an appropriate time to report any such concerns.

## 6. Intellectual Property (WIL)

6.1 The parties agree that the IP arrangements set out at Item 5 of the Reference Schedule form part of this Agreement.

## 7. Compliance with laws

7.1 During the Placement, each party must:

- (a) comply with all relevant laws applying in the party's location – including, without limitation, those affecting employment and workplace conditions and anti-discrimination legislation; and
- (b) if applicable, familiarise themselves with and comply with current Fair Work Ombudsman's guidelines on unpaid work experience: <http://fairwork.gov.au/pay/unpaid-work>

## 8. Issues arising during the Placement

8.1 If any problems or concerns arise at any stage during the Placement, the party with the concern must notify the other parties without delay and all parties must attempt in good faith to resolve any problems to their mutual satisfaction.

8.2 All parties acknowledge and agree that a Student's access to Clients is and remains subject to the Host's overriding duty of care to its Clients. The Host remains responsible for all aspects of Client care and retains the right to intervene on any occasion as deemed necessary by the Host.

8.3 The Host may restrict the Student's access to Clients or the Premises or ask the Student to leave the Premises if the Host receives information about the conduct, health or performance of the Student, from which it forms the view that there are reasonable grounds that:

- (a) any person including the Student, the Host's staff, a Client or a member of the public may be at risk; or
- (b) the Student or the Placement constitutes a risk to the reputation of the Host.

8.4 The Host must immediately notify Griffith (through the Griffith WIL contact) if a decision is made to restrict the Student's access under clause 8.3. This action does not represent termination of the Placement or of this Agreement.

## 9. Confidentiality & Privacy

9.1 Each party must keep the Confidential Information of the other parties strictly confidential, and must not disclose such Confidential Information except as expressly authorised in

writing by the discloser, as permitted by this Agreement or as required by law. For the avoidance of doubt, the Student must not include any of the Host's Confidential Information in the Student's Assessment Items without the Host's prior written consent.

9.2 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 this Agreement.

9.3 The Host acknowledges that:

- (a) it is solely responsible for ensuring that the Student is fully aware of its rules and requirements relating to confidential information; and
- (b) it must not ask the Student to sign a non-disclosure agreement which prevents the Student from releasing all relevant information necessary for Griffith to assess their Assessment Items.

9.4 Each party agrees that it will at all times comply with applicable Privacy Laws when handling Personal Information. If any party becomes aware of a breach or suspected breach of any such laws, it must immediately notify the other parties.

## 10. Insurance & Liability

10.1 Griffith and the Host must each effect and maintain the following insurances for the duration of this Agreement:

- (a) public liability insurance of not less than \$10 million;
- (b) professional indemnity insurance of not less than \$5 million; and
- (c) workers' compensation insurance as required by law.

10.2 In no event will a party be liable for any consequential losses (such as loss of profits, business revenue, goodwill, reputation or loss of actual or anticipated savings or opportunities) suffered or incurred by any other party, its staff or any other person in connection with the Placement.

## 11. General

11.1 The terms and conditions of this document constitute the entire agreement between the parties and may not be varied except in writing signed by all parties.

11.2 This Agreement does not give rise to any relationship between the parties of partnership, principal and agent or employer and employee.

11.3 All notices and other communications must be given in the English language.

11.4 This Agreement is governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

11.5 Termination of this Agreement will not affect clauses 6 (Intellectual Property), 9 (Confidentiality and Privacy) or 10 (Insurance & Liability).

11.6 This Agreement may be signed in any number of counterparts (whether in original, facsimile or electronic form) and all those counterparts together make one instrument.

## EXECUTED AS AN AGREEMENT BY:

GRIFFITH UNIVERSITY:	HOST:	STUDENT:
Signature	Signature	Signature
Print name of authorised person	Print name of authorised person	Print name of Student
Date:	Date:	Date:

**PRIVACY STATEMENT:** The personal information collected by this form is handled in accordance with Griffith's Privacy Plan which is available at: <https://www.griffith.edu.au/about-griffith/corporate-governance/plans-publications/griffith-university-privacy-plan>.