

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

**Overview** - A large number of students seek to undertake voluntary unpaid work experience during their degree, in order to:

- gain practical experience relevant to their studies;
- explore career options or make more informed decisions on their career development; and
- increase their employability skills.

Where an unpaid work arrangement is not a “vocational placement” (ie. the student is not receiving credit for the experience towards their program), the arrangement will only be lawful if no employment relationship exists between the student and the provider.

An employment relationship can arise even where the parties call the arrangement something else, say it is not employment, or if a person agrees not to be paid wages for work they do.

There are a range of indicators that an employment relationship exists, and each case needs to be assessed on its merits. Generally, the more productive work that’s involved (rather than just observation, learning, training or skill development), the more likely it is that the person is an employee. For example, if a student is doing work that would otherwise be done by an employee, or if it’s work that the business or organisation has to do, there is a real risk that the arrangement is in fact an “employment arrangement”, and unlawful if the student is not paid.

While each case must be considered on its own facts, the Fair Work Ombudsman recommends that:

- the student must not be doing “productive” work;
- the main benefit of the arrangement should be to the student (rather than the provider); and
- it must be clear that the student is receiving a meaningful learning experience, training or skill development.

### Does the University need to be involved?

Unlike work integrated learning, the student and work experience provider are free to enter into a non-creditable work experience arrangement without involving the University. However, in order for Griffith University’s insurance to apply, the University’s standard WEXP Agreement must be used, and the Program Convenor must confirm that the student will benefit academically from the experience.

If the student chooses to enter into a work experience arrangement directly with the provider without involving the University, the University strongly recommends that the student seeks independent advice before assigning any intellectual property to the work experience provider.

## INTELLECTUAL PROPERTY ARRANGEMENTS

Work experience should be observational only and students should not be undertaking work which is likely to result in the creation of IP valuable to the work experience provider. For this reason, the University’s standard WEXP Agreement provides that:

- all IP created by the student during the work experience remains owned by the student; and
- the student grants to the work experience provider a “permanent, irrevocable, free, world-wide, non-exclusive licence” to use any such intellectual property for the purposes for which it was created and for other business purposes.

This is an extremely wide licence which should allow the work experience provider to freely use any student-created IP, without the need for the work experience provider to “own” such IP. For this reason, the University will not agree to amend the standard form to require a student to assign their IP to the work experience provider.

If a work experience provider insists on owning IP created by a work experience student, then the parties need to consider whether the student or the work experience provider is getting the main benefit from the arrangement, and whether the unpaid arrangement is a breach of the *Fair Work Act 2009*.

## 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 Work Experience Provider 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 WEXP arrangement must NOT commence until after all parties have signed the attached Agreement.**
2. Before the Agreement is signed by Griffith, the Program Convenor must confirm that the student will benefit academically from the work experience.
3. Details of the work experience arrangement 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 Experience (WEXP) Agreement

Student undertaking non-creditable work experience in Australia

**REFERENCE SCHEDULE:**

<b>1.</b>	<b>WORK EXPERIENCE PROVIDER DETAILS:</b>	<b>("Work Experience Provider")</b>
Organisation name:		
ABN (or other Business No):		
Mailing address:		
Contact name & title/position:		
Contact's email address:		
Telephone (incl area code):		
Location of Student while undertaking work experience: <input type="checkbox"/> Australia		
<b>2.</b>	<b>STUDENT DETAILS:</b>	<b>("Student")</b>
Full name:		
Date of birth:		
Email address:		
Telephone:		
Program Title:		
Program Code:		
<b>3.</b>	<b>WORK EXPERIENCE DETAILS:</b>	
<p><b>Note:</b> Under section 12 of the <i>Education (Work Experience) Act 1996</i>, a work experience placement must finish in the year it starts and the student must not receive work experience for more than 30 days in a year.</p>		
Start Date:		
Expected End Date:		
Expected number of hours per week:		
<b>4.</b>	<b>GRIFFITH UNIVERSITY DETAILS:</b>	<b>("Griffith")</b>
Name of Program Convenor:		
Email address:		
Telephone:		
ABN 78 106 094 461		
<b>5.</b>	<b>INTELLECTUAL PROPERTY ARRANGEMENTS:</b>	
5.1	Nothing in this Agreement affects the ownership of the Intellectual Property of any party. In particular, any IP created by the Student during the WEXP (" <b>WEXP Material</b> ") remains the property of the Student.	
5.2	The Student grants to the Work Experience Provider a permanent, irrevocable, free, world-wide, non-exclusive licence to use the WEXP Material for the purposes for which it was created and for other business purposes.	
5.3	The Student consents to the Work Experience Provider not attributing the Student as an author of the WEXP Material; and to the Work Experience Provider using, reproducing, adapting, altering, amending, deleting, modifying or supplementing the WEXP Material or otherwise dealing with, exploiting or changing the WEXP Material or using the WEXP Material in a different context than originally envisaged, as the Work Experience Provider 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.	

## OPERATIVE PROVISIONS:

### 1. Definitions:

1.1 In this Agreement, the following terms have the meanings attributed to them in the Reference Schedule – Griffith, Start Date, Student and Work Experience Provider.

1.2 In addition, unless the context requires otherwise:

**Client** means a person receiving goods or services from the Work Experience Provider.

**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 WEXP, 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)*.

**Premises** means the location(s) from which the Work Experience Provider requires the Student to undertake the WEXP.

**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.

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

**WEXP Material** means all material created by the Student in the course of or as a result of the Student participating in the WEXP.

### 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 WEXP.

2.2 This Agreement commences when signed by the last of the parties and continues, unless terminated in accordance with its terms, until completion of the WEXP.

2.3 The Student:

- (a) acknowledges that they have voluntarily and willingly entered into the unpaid WEXP arrangement in good faith; and
- (b) agrees to use their best endeavours to complete the WEXP but is free to withdraw from the unpaid arrangement at any time.

2.4 The Work Experience Provider may terminate the WEXP if it considers on reasonable grounds that the Student's conduct during the WEXP is inappropriate. If the Work Experience

Provider takes such action, it agrees to notify Griffith in writing and provide details of its reasons for doing so.

### 3. Suitability of the Student

3.1 The Work Experience Provider is solely responsible for deciding on the Student's suitability prior to offering them WEXP.

3.2 Griffith does not make any representations about the Student's suitability or ability to undertake WEXP.

### 4. Responsibilities of the Work Experience Provider

4.1 The Work Experience Provider is responsible for providing the Student with tasks and exposure to the business directly relevant to the Student's field of study, at a level suitable to the Student's study level and under the supervision of a suitably qualified and responsible person.

4.2 The Work Experience Provider:

- (a) must not require the Student to function as an employee of the Work Experience Provider; and
- (b) must not provide work experience to the Student at a time other than during the ordinary working hours of the Premises; and
- (c) must not pay or provide any similar benefit to the Student for the work experience.

4.3 Prior to the Student commencing the WEXP, the Work Experience Provider 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.

4.4 If the Student reports an incident or dangerous situation or if there is a safety breach by the Work Experience Provider related to the WEXP, the Work Experience Provider 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.

### 5. Responsibilities of the Student

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

5.2 While on WEXP, the Student must:

- (a) maintain a professional approach to the WEXP and carry out the tasks assigned to them by the supervisors appointed by the Work Experience Provider;
- (b) exhibit general good behaviour at all times while on WEXP and adhere at all times to any applicable codes of conduct and Griffith's Student Charter;
- (c) participate in the induction provided by the Work Experience Provider 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 Work Experience Provider or other staff of the Work Experience Provider from time to time; and
- (d) report any serious incidents in the workplace or other concerns which arise in connection with their WEXP to Griffith (through the Program Convenor). Griffith will contact the Work Experience Provider at an appropriate time to report any such concerns.

## 6. Intellectual Property (WEXP)

- 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 WEXP, 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) 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 WEXP arrangement

- 8.1 If any problems or concerns arise at any stage during the WEXP, 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 Work Experience Provider's overriding duty of care to its Clients. The Work Experience Provider remains responsible for all aspects of Client care and retains the right to intervene on any occasion as deemed necessary by the Work Experience Provider.

## 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.
- 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 Work Experience Provider acknowledges that it is solely responsible for ensuring that the Student is fully aware of its rules and requirements relating to confidential information.

- 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 Work Experience Provider 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 WEXP.

## 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.

### APPROVAL BY GRIFFITH PROGRAM CONVENOR:

- ☐ By checking this box and signing below, the Program Convenor confirms that they consider that the Student will benefit academically from the proposed work experience arrangement.

### EXECUTED AS AN AGREEMENT BY:

GRIFFITH – PROGRAM CONVENOR:	WORK EXPERIENCE PROVIDER:	STUDENT:
Signature	Signature	Signature
Print name of Program Convenor	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>.