

## Work Integrated Learning (WIL) and Work Experience (WEXP)

The University offers a wide range of work-integrated learning ("WIL") courses which allow students to gain experience in their chosen field of study while receiving credit toward their degree. It is also common for students to seek out non-creditable opportunities for industry experience through paid internships or unpaid work experience ("WEXP").

WIL activities can be paid or unpaid, while WEXP is typically unpaid. Both types of arrangements must comply with relevant legislation and the requirements of professional registration and accrediting bodies.

The University has an important role in ensuring that the terms of WIL and WEXP arrangements are fair and that students are not exploited. For this reason, the University prefers that its standard agreements are used where possible.

### 1. Unpaid WIL

WIL is typically used to describe a placement or other practical experience which is undertaken for academic credit, or as a mandatory requirement of an academic program. A placement which is a 'vocational placement' under the *Fair Work Act 2009* (FW Act) can be lawfully unpaid. One of the key criteria is that the student must not be entitled to remuneration for the work they perform.

### 2. Can the partner make a voluntary payment to the student?

A partner organisation may elect to provide payment at their discretion and under no obligation. This may include payments like gratuities, scholarships or a daily allowance for food or travel. Such payments are not necessarily remuneration for the work that the student undertakes and the making of such payments (on a voluntary basis) does not necessarily give rise to an employment relationship between partner and student.

### 3. Insurance cover – unpaid WIL

Where the student is undertaking an approved WIL experience and is either unpaid or receiving an allowance which is not considered to be "remuneration", they will be covered by the University's Public Liability and Personal Accident Insurance. This cover does not extend to incidents involving motor vehicles and cover is limited to a set dollar amount.

The University's insurance cover only applies while the student has an active enrolment status at the University. If the student is approaching the end of their program and the placement period extends beyond the student's last course, you should consult Student Administration and the University's Insurance officer to check whether the student will be covered.

Additional information can be found on the University's [Insurance website](#).

### 4. Can a student be paid for WIL?

The University may agree to award academic credit for WIL undertaken within a paid employment relationship. However, if the arrangement between the student and the partner has the characteristics of an "employment relationship", then the FW Act requires that the student be paid and afforded the benefits of statutory employment conditions.

## 5. Can a student undertake a WIL placement at their usual place of employment?

Generally yes – but all parties (University, partner and student) must have a clear understanding about which tasks qualify for WIL and which tasks are part of the student's usual employment. It may be necessary for the student to take leave from their usual work (either with or without pay) for the periods during work hours that the student is undertaking WIL tasks.

Some accreditation bodies place restrictions on undertaking WIL at the student's usual place of employment. For example, the Australian Social Work Education and Accreditation Standards (v2.2 updated Aug 2023) specify – “4.1.7 Students in employment will not have a placement in their current work role or under their current supervisor”.

It is important that relevant accreditation requirements are adhered to when entering into WIL agreements. This will ensure that students are able to gain academic credit for their WIL experience.

## 6. Insurance cover – paid WIL

If the student is receiving remuneration from the partner for the work they are undertaking as part of their WIL experience, they will not be covered by the University's insurance policies. Where there is an employment relationship between partner and student, then the student should be covered by the partner's insurance policies to the same extent as any other employee.

## 7. What agreement should I use for WIL?

The University requires the use of Griffith's Standard WIL Agreements for both paid and unpaid WIL, unless an Umbrella Agreement is in place or an alternate agreement has been approved. This includes instances where the student undertakes their WIL experience at their usual place of employment.

Using the Standard WIL Agreement ensures that the student retains ownership of the IP in their assessment items and is free to submit them for examination.

## 8. Non-creditable “work experience” arrangements.

“Work experience” is a voluntary, unpaid arrangement, which is not a requirement of a student's program of study.

Under a genuine work experience arrangement, it should be the student (and not the organisation) who gets the main benefit from the arrangement. Strictly, a student on work experience should not be given any work to do which would normally be done by a paid employee.

University insurance will only cover the student for (non-creditable) WEXP where the unpaid activity is “approved by the University as of benefit to the student in their study.” That approval (which is essential) should be obtained in writing from the Program Director.

The University prefers its standard WEXP Agreement to be used where possible.

## 9. When will an employment relationship arise?

There is no definition of employment under the FW Act and each case must be considered on its own facts.

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 must do, there is a real risk that the arrangement is in fact an “employment arrangement”, and unlawful if the student is not paid.

An [employment contract](#) does not have to be in writing; it can be a purely verbal agreement. It 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. However, the current judicial approach is to not readily overrule the nature of the relationship as per the written terms.

It is up to the partner to determine whether their arrangement with the student constitutes an employment relationship, and the University should not provide any assurances to the partner. If the partner needs guidance, they should seek clarification from the [Fair Work Ombudsman](#) or seek their own legal advice.

## 10. Variations to the University's standard agreements

Griffith University has approved agreements for documenting WIL and WEXP arrangements for its students. However, sometimes the partner requests the use of its own agreement or requests variations to Griffith's standard documents.

As set out in the [Work Integrated Learning Procedure](#), a limited number of variations to Griffith's standard agreements are pre-approved but may only be offered with the approval of senior staff. Major variations that are beyond the scope of the pre-approved variations require the use of a negotiated agreement.

REMEMBER – WIL or WEXP arrangements which do not use the standard Griffith WIL or WEXP Agreement are treated differently under the University's Signing Sub-delegations. They may not be signed on behalf of the University without the prior written approval of the WIL senior decision-maker (defined in the [Work Integrated Learning Procedure](#)).

## 11. Explaining the University's position

The University's standard WIL and WEXP agreements ensure that students are protected, that student IP rights are appropriately managed, that the University's insurance arrangements are correctly described and that the obligations of all parties are set out in a consistent way. The standard agreements are generally well accepted by third-parties.

If a prospective partner has questions about a clause in the standard WIL agreements, the following information should assist you to explain the University's position. If the partner insists that they would like to amend the standard document, you should follow the steps set out in the [Work Integrated Learning Procedure](#).

### 11.1 Duration of the placement and cancellation rights

WIL:	<ul style="list-style-type: none"><li>The duration of a WIL placement varies from course to course (depending on the number of credit points allocated).</li><li>Given that a WIL course is a for-credit degree requirement for which the student must pay tuition fees, the partner should <u>not</u> have the ability to unilaterally cancel the placement. The University's standard agreement provides that a WIL placement may only be terminated by the partner in consultation with the Course Convenor and with the approval of the Head of School or Department.</li></ul>
WEXP:	<ul style="list-style-type: none"><li>Unpaid work experience should not exceed 30 days in a year (see section 12(1)(d) of the <i>Education (Work Experience) Act 1996</i>). This limit is referenced in the University's standard WEXP agreement.</li><li>As WEXP placements are "voluntary" the student should be free to withdraw from it at any time. It is similarly acceptable for a partner to have the right to terminate the WEXP placement at any time, although the University prefers that the partner provides written notice to the University of its reasons for doing so.</li></ul>

## 11.2 Intellectual Property arrangements

The University will not generally agree to an arrangement which provides that all intellectual property created by the student in connection with the placement is owned by the partner.

WIL:	<p>A student undertaking a WIL placement is required to submit assessment items to the University to demonstrate their achievement of the learning outcomes, and to meet the requirements of their University program. This often takes the form of a "report" about their placement, as distinct from the actual "work items" they have created for the partner.</p> <p>The following approach is recommended:</p> <ul style="list-style-type: none"><li>• copyright in the assessment items should be owned by the student;</li><li>• the partner may retain a copy of the assessment items and use them for the purposes for which they were created and for other business purposes; and</li><li>• all other IP created by the student as a result of the student participating in the placement can be assigned to the partner.</li></ul>
WEXP:	<p>A student on a work experience placement should not be undertaking "work" which is likely to result in the creation of IP valuable to the partner. For this reason, the University's standard WEXP document provides that:</p> <ul style="list-style-type: none"><li>• all IP created by the student during the placement remains owned by the student; and</li><li>• the student grants a licence to the partner to use such IP for the purposes for which it was created and for other business purposes.</li></ul> <p>If a partner insists on owning IP created by a work experience student, then the parties need to consider whether the student or the partner is getting the main benefit from the arrangement. If the student is creating valuable IP, then they should be paid for their work, and in those circumstances, it's perfectly acceptable for an employer (partner) to own the IP which its employees (students) create.</p>

## 11.3 Indemnity

When Griffith provides an "indemnity", it agrees to take responsibility for losses suffered by the other party.

A student on placement is under the direct supervision of the partner, so the University considers it reasonable for the partner to take responsibility for the consequences of the student's actions. For this reason, the standard documents do not contain a clause which requires the University to indemnify the partner for losses it suffers as a result of the WIL or WEXP placement.

The University will not agree to a clause requiring it to indemnify the partner if the arrangement breaches the Fair Work Act. This might also be expressed as an indemnity for wages, taxes, superannuation, leave or other such employee entitlements to which the student becomes entitled as a result of the arrangement. The partner is wholly responsible for the type of activities which a student is asked to do, and so the partner should accept responsibility if the arrangement is deemed to be an employment relationship.

The University will not agree to a clause which requires a personal indemnity from the student. A paid employee is not required to provide this type of indemnity so neither should a person on placement.

## 11.4 Confidentiality

Confidential clauses should not interfere with the student's right to:

- submit their assessment items to the University under a WIL placement (although the partner may wish to have these examined under conditions of confidentiality); and

- report any serious incidents in the workplace or other concerns about the placement to the University.

### 11.5 Health and Safety

WIL Placements should not be approved without the University having first conducted the due diligence inquiries and risk assessment described in the [Work Integrated Learning Procedure](#).

At a minimum, the partner should be responsible for providing a proper induction for the student and ensuring that it provides a safe workplace.

## 12. More information

The University's [Work Integrated Learning Policy](#) describes the principles and requirements which govern WIL activities at the University, while the [Work Integrated Learning Procedure](#) establishes a standardised process for managing WIL activities.

Additional guidance about unpaid work and placements can be found on the website of the Fair Work Ombudsman, including the following:

- [Types of unpaid work](#)
  - [Fact Sheet – Unpaid Work](#)
  - [Fact Sheet – Student Placements](#)
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