Health Sciences

This Agreement is made on the date that it is executed by the last party to sign the Agreement (***Commencement Date***).

**CURTIN UNIVERSITY (ABN 99 143 842 569)** established and incorporated by the *Curtin University Act 1966* and situated at Kent Street, Bentley, WA (***Curtin***)

and

The organisation named in the Execution Schedule (***Organisation***).

1. PLACEMENTS
2. This Agreement sets out the roles and responsibilities of the Parties when any Curtin student (***Student***) accesses the Organisation’s facilities and resources during an integrated professional practice placement at the Organisation (***Placement***) detailed in the ***Placement Schedule***.
3. The Parties may extend the operation of this Agreement to additional placements including placements that involve Students from a Curtin faculty other than the one initially set out in the Placement Schedule (each an ***Additional Placement***) provided that each Additional Placement takes place within the term of this Agreement in clause 9. For each Additional Placement, agreed between the Parties, Curtin will update the Placement Schedule and will provide a copy to the Organisation.
4. LIAISON AND SUPERVISION

As detailed in the Placement Schedule, for each Placement:

1. Each Party will nominate a liaison person to liaise with Students and each other (each a ***Liaison***); and
2. the Organisation will nominate a supervisor (who may be the same as their Liaison) to supervise Students and provide feedback to support Students’ quality learning outcomes.
3. ACADEMIC MATTERS

Curtin is responsible for administration and development of all academic matters including all course content, academic standards, Placement programs (including extent and experience required by Students), Student progress and assessments. Curtin staff will support and facilitate Students’ learning during a Placement in collaboration with the Organisation.

1. POLICIES AND PROCEDURES
2. During a Placement, Curtin staff and Students remain subject to Curtin policies and procedures.
3. The Organisation will provide Curtin staff and Students:
4. relevant policies, regulations, rules, procedure manuals and directions for the use of equipment; and
5. appropriate orientation with respect to security, emergency and safety.
6. Curtin staff and Students must familiarise themselves with and observe all Organisation policies and procedures that have been expressly communicated to them.
7. If an accident or illness occurs during a Placement, the Organisation will provide emergency care for Curtin staff and Students in accordance with the Organisation’s usual procedures for visitors.
8. The responsibility for duty of care to any Organisation clients remains with the Organisation. Students and Curtin staff will abide by the Organisation’s decisions and lawful directions regarding clients.
9. The Organisation will refer any matter of Student discipline to Curtin and agrees that Curtin will be responsible for handling the matter according to Curtin’s disciplinary policy and procedures.
10. INSURANCE

Curtin warrants that it has public liability and personal accident insurance applicable to its Students and Curtin staff. The Organisation warrants that it has public liability insurance and workers compensation insurance for its officers, employees, and agents. Each Party will provide a copy of insurance Certificates of Currency to the other Party on request.

1. INDEMNITIES
2. The Organisation, its employees and agents will not be liable to Curtin or its Students or staff for any loss, damage or injury suffered by any Student or Curtin staff during a Placement, except in the case of negligence by the Organisation, its employees or agents or a breach by the Organisation of its obligations under this Agreement.
3. Curtin will indemnify the Organisation, its employees and agents from and against all legal liability, actions, suits, proceedings, claims, demands, costs and expenses which may arise or be made or taken against the Organisation in respect of any negligent act or omission by any one or more Student or Curtin staff during a Placement.
4. The indemnity given by Curtin under clause 6(b) will be reduced proportionately to the extent that any negligent act or omission of the Organisation, its employees or agents may have contributed to any legal liability, actions, suits, proceedings, claims, damages, loss or expenses.
5. RISK ASSESSMENT
6. Curtin, in collaboration with the Organisation, will identify risks and mitigation strategies associated with each Placement and any Activity detailed in the Placement Schedule. The Organisation will identify and manage risks relevant to the Organisation’s site.
7. The Organisation must notify Curtin of a notifiable incident (within the meaning of the relevant work health and safety legislation) that relates to a Student or Curtin staff during a Placement, immediately and within 2 hours at the latest.
8. PROFESSIONAL SERVICES
9. At all times during a Placement, the Parties intend that Students will provide professional services to the level of their learning. Curtin staff will acquaint the relevant Organisation personnel with Students’ levels of learning and those aspects of professional service for which the Students have not been prepared or are unable to perform.
10. Curtin and the Organisation agree that Students are supernumerary and not counted in the staffing roster of the Organisation during a Placement.
11. TERM, REVIEW AND VARIATION
12. The term of this Agreement is for [3 years] commencing on the Commencement Date.
13. The Parties will review this Agreement every 2 years or at other times by mutual agreement of the Parties.
14. The Parties may vary the terms of this Agreement by mutual agreement in writing, signed by an authorised signatory of both Parties. If the Parties agree to an Additional Placement as contemplated by clause 1(b), Curtin may update the Placement Schedule by providing a copy to the Organisation without the Parties otherwise amending the Agreement in writing.
15. Either Party may terminate this Agreement by giving the other Party 3 months’ written notice.
16. CONFIDENTIALITY AND PRIVACY
17. Curtin staff and Students will maintain confidentiality of information belonging to the Organisation and will comply with the Organisation’s requirements in relation to confidentiality including executing any relevant undertaking on confidentiality required by the Organisation.
18. In relation to any personal information or data collected as a result of this Agreement, the Organisation will:
19. Comply with the provisions of the *Privacy Act 1988* (Cth) as if it were an agency bound by that Act.
20. Implement appropriate security measures to ensure that personal information and data is protected against loss and against unauthorised access, use, modification, disclosure or other misuse.
21. Notify Curtin as soon as reasonably practicable of any unauthorised disclosure or potential disclosure of any personal information or data.
22. Refrain from transmitting personal information relevant to this Agreement outside of Australia without the prior express consent of Curtin.
23. Indemnify Curtin for any breaches of this clause by the Organisation, its employees or agents.
24. The privacy obligations will survive the expiry or termination of this Agreement.
25. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING PLACEMENT
26. Under Curtin’s Intellectual Property Policy and Procedures, Students normally own the copyright in assignments, reports, theses and other documents (***Work***) that they produce as part of their Curtin course. The Organisation acknowledges and agrees that Students retain the right to submit Work completed during a Placement to Curtin for assessment purposes.
27. The Organisation will otherwise own any intellectual property produced by Students during a Placement. The Organisation acknowledges that under ‘moral rights’ provisions of the *Copyright Act 1968* (Cth), Students are entitled to receive credit or acknowledgement for original material that they create as part of a Placement.
28. RESEARCH PROJECTS

Any Student research project or data collection that involves the Organisation, its staff or clients requires the prior approval of the Organisation and the relevant Curtin Ethics Committee.

1. RESOURCE MATERIAL

By arrangement with the Organisation, the Organisation’s library and other resource material will be accessible to Curtin staff and Students during the Placement.

1. GENERAL
2. Each Party enters into this Agreement as an independent contractor.
3. The Parties will comply with all relevant state and federal laws of Australia applicable to this Agreement, including but not limited to the *State Records Act 2000* (WA). Where the Organisation is located outside of Australia or where any Activity takes place outside of Australia, the Organisation will also comply with Annexure A.
4. The Organisation must obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including but not limited to the *Criminal Code Act 1995* (Cth) and the *Modern Slavery Act 2018* (Cth).
5. The Organisation acknowledges that Curtin is committed to complying with the Australian Government Department of Foreign Affairs and Trade Preventing Sexual Exploitation, Abuse and Harassment Policy (***DFAT Policy***)and that if either Party identifies that Sexual Abuse, Exploitation or Harassment (each as defined in the DFAT Policy) occurs or is at risk of occurring in an activity associated with performing this Agreement, the Party will notify the other promptly and take reasonable steps to address the occurrence or risk.
6. The Parties can sign this Agreement in any number of counterparts and the counterparts taken together will form one Agreement.
7. This Agreement will be governed and construed according to the laws of Western Australia, and the Parties irrevocably submit to the exclusive jurisdiction of the courts there with respect to all matters arising under or relating to this Agreement.

**EXECUTION SCHEDULE**

Signed on behalf of **Curtin University** by its authorised signatory:

|  |  |
| --- | --- |
| Authorised Signatory and title | 🖎Deputy PVC or delegate |
| Date |  |

Signed on behalf of:

|  |  |
| --- | --- |
| Organisation Name and ABN: |  |
| Organisation Address: |  |
| Signature:  | 🖎 |
| Authorised employee: | Name: Title:Email:Telephone: |
| Date:  |  |

**PLACEMENT SCHEDULE**

**For each new placement area, duplicate the table below.**

**Placement Area (Course Title/UDC/Name):**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Faculty** | **School** | **Curtin Liaison** | **Host Organisation Liaison & Supervisor**  | **Placement dates** | **Placement Activity (including whether any part of Activity occurs online)** |
| *e.g. FBL* | *e.g. School of Marketing and Management* | *e.g. Fieldwork Coordinator* | *Name(s)/Contact* | *duration of contract or date range* | *Description of activity* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |