

Professional Placement Letter Agreement¹



Host Organisation name
Host Organisation address
Host Organisation address
Host Organisation address

Dear Host Organisation name,

**RE: Name of Student(s)²:
Course/ Subject:**

Thank you for agreeing to accept Student(s) from the University of Melbourne (**University**) (as represented by the School or Faculty name) for the purposes of a professional placement (**Placement**)³ with the **Host Organisation**⁴ which will be undertaken as part of his or her employment with the Host Organisation.

The opportunity for the Student to undertake a Placement with the Host Organisation and gain relevant professional training and skills within a workplace setting relating to their studies is invaluable.

The purpose of this Letter Agreement is to set out the obligations of both the University and the Host Organisation in relation to the Placement.

A. The Placement

1. The Placement is a requirement of the Student's course of study with the University, completion of which is necessary for the Student to complete the relevant course or subject to which the Placement relates.
2. The aim of the Placement is to provide Students with the opportunity to apply theoretical and other knowledge gained from their course of study in a practical setting and to undertake activities consistent with their course objectives, including as outlined in the Schedule.
3. Subject always to clause F2 below, the Placement will commence on insert date and will end on insert date which is the last date of attendance by the Student on the Placement with the Host Organisation. During this period, the Students will attend the Placement at insert Placement location for insert hours per week.
4. The Parties acknowledge that the Student's employment relationship and arrangement with the Host Organisation may commence prior to the Placement start date set out in clause A3 above, and may exceed the hours for the Placement and/ or continue beyond the term of the Placement as set out in clause A3 above. The arrangements between the Host Organisation and the Student in this regard will be set out in a separate formal **Contract of Employment**⁵ between the Student and the Host Organisation.

¹ 'Letter Agreement' means this Professional Placement Letter Agreement and any schedules and annexures.

² 'Student' means one or more students, depending on the context, and includes undergraduate and post-graduate students who are currently enrolled at the University.

³ 'Placement' means the one or more professional placement(s) for a Student(s) facilitated by this Letter Agreement.

⁴ 'Host Organisation' means the organisation to which this Letter Agreement is addressed and who will be hosting the Student(s) for the purposes of the Placement(s).

⁵ 'Contract of Employment' means the written employment agreement between the Host Organisation and the Student under which the Student is employed by the Host Organisation.

B. University's obligations and responsibilities

1. The obligations and responsibilities of the University in respect of the Placement are:
 - (a) to provide an induction program for the Students who will undertake the Placement, informing them of their general responsibility to behave professionally and in a safe manner in a workplace environment, and comply with the requirements of occupational health and safety laws when undertaking the Placement;
 - (b) to ensure that neither the Student nor any University staff disclose, without written approval of the Host Organisation, any confidential information that they receive in relation to the Placement;
 - (c) if required by the Host Organisation:
 - (i) to ensure the Students undertaking the Placement obtain and provide to the Host Organisation an original or certified copy of a current National Police History Check result pertaining to the Student prior to the Student commencing the Placement with the Host Organisation;
 - (ii) to ensure that any University staff member who attends the Host Organisation's premises in relation to the conduct and administration of the Placement obtains and shows to the Host Organisation an original or certified copy of a current National Police Certificate pertaining to the University staff member; and
 - (iii) to ensure the Students obtain a current Working with Children Check assessment notice or equivalent if the Placement is in a child related field of work.
2. The University will not be liable for the acts or omissions of the Host Organisation, its employees, agents or sub-contractors in relation to the Students whilst the Students are in attendance or undertaking the Placement.
3. The University will not be liable for any acts or omissions of the Student, except for negligent acts or omissions of the Student whilst the Student is in attendance or undertaking the Placement.

C. Host Organisation's responsibilities

1. The Host Organisation acknowledges and agrees that, without limiting any of its obligations at law or under the Contract of Employment:
 - (a) it has satisfied or will, prior to the commencement of the Placement, satisfy itself of the Student's suitability to undertake the Placement having regard to, if relevant, the information disclosed in a current National Police History Check result and, if relevant, a current Working with Children Check assessment notice or equivalent, amongst other things;
 - (b) it has made reasonable enquiries and satisfied itself that the Student is suitable and appropriate for employment by the Host Organisation;
 - (c) it is responsible for the supervision of the Student whilst the Student is undertaking the Placement and will appoint appropriately qualified and experienced personnel to undertake the role of supervisor of the Student;

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- (d) the work undertaken by the Student during the Placement and the level of supervision of the Student will be appropriate, taking into account his or her skills and level of experience;
 - (e) the Placement is relevant to the learning objectives of the course of study undertaken by the Student as communicated by the University to the Host Organisation and the Host Organisation will provide adequate facilities and appropriate training and learning experiences for the Student undertaking the Placement;
 - (f) it will provide appropriate orientation and training for the Student in relation to the Host Organisation's policies and safe work procedures including providing information about the occupational, health and safety requirements at the Host Organisation which are relevant to the Placement or otherwise;
 - (g) it will ensure that the health and safety of the Student is not placed at risk during the period of the Placement or otherwise and will comply with its obligations under applicable occupational health and safety, equal opportunity and anti-discrimination laws in respect of the Student;
 - (h) the Student will be undertaking the Placement as an employee of the Host Organisation;
 - (i) it has or will enter into the Contract of Employment to document the terms and conditions of the Student's employment with the Host Organisation (including with respect to the Placement); and
 - (j) it will ensure that the terms and conditions in the Contract of Employment comply with the minimum employment standards prescribed by law.
2. The Host Organisation will maintain confidentiality regarding the confidential information of the University (including any information or materials pertaining to Student assessments) and the Student which may be provided to the Host Organisation and comply with all applicable privacy laws regarding the Student who undertakes the Placement.
3. The Host Organisation will:
- (a) report any disagreements concerning occupational health and safety, equal opportunity or discrimination issues or incidents, or near accidents involving the Student during the Placement to the Student's **Academic Supervisor**⁶ at the University in a timely manner;
 - (b) require the Student to promptly notify the Host Organisation and the University of any occupational health and safety, equal opportunity or discrimination issues or incidents that arise during the Placement of which he or she becomes aware;
 - (c) advise the Academic Supervisor in a timely manner of any difficulties experienced by the Student in undertaking the Placement, and of any concerns regarding the quality of the Student's work, the behaviour of the Student, the Student's explicit dissatisfaction with the Placement or any other issues that may prevent the success of the Placement;
 - (d) permit the Academic Supervisor, if the University requests, to visit the Host Organisation's premises on at least one occasion during the Placement to discuss the Placement with the Student's supervisor at the Host Organisation appointed in accordance with clause C1(c) and the Student;

⁶ 'Academic Supervisor' means the Student's academic supervisor at the University for the Placement, details of whom will be notified by the University to the Host Organisation.

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(e) towards the end of the Placement, complete an evaluation of the Student's performance in the form provided by the Academic Supervisor.

4. The Host Organisation will take out and maintain its own Public Liability insurance and Workers Compensation in accordance with the legislative requirements in the relevant Australian state or territory.

D. Joint acknowledgement regarding intellectual property

1. The Host Organisation agrees that, notwithstanding anything to the contrary in the Contract of Employment:

(a) the University will continue to own its pre-existing intellectual property (and any improvements to its pre-existing intellectual property) made available for use by University staff or the Student during the course of the Placement. Such pre-existing intellectual property is made available for the sole purpose of and only for the duration of the Placement and may be detailed in the Schedule;

(b) copyright in all written material created by the Student in respect of the Placement for the purposes of his or her assessment or reporting obligations to the University for his or her course or subject will remain vested in the Student; and

(c) all other intellectual property in materials created by the Student during his or her employment with the Host Organisation will be owned in accordance with the Contract of Employment.

2. Under this Letter Agreement "intellectual property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests; and "pre-existing intellectual property" means all intellectual property developed prior to or independently of this Letter Agreement.

E. Relationship between the University and the Host Organisation and the Student

1. The University and the Host Organisation acknowledge that the Student will remain an employee of the Host Organisation during the Placement so long as the Contract of Employment is in effect.

2. The University does not make any warranties or representation regarding the suitability of the Student for employment by the Host Organisation. The Host Organisation relies on its own enquiries and assessment in this regard.

3. Nothing in this Letter Agreement constitutes a relationship of agency or partnership between the University and the Host Organisation and neither the University nor the Host Organisation will assume or attempt to assume to create directly or indirectly, any obligation on behalf of, or in the name of the other.

F. General

1. This Letter Agreement constitutes the entire agreement of the University and the Host Organisation with respect to the Placement and supersedes all prior oral or written representations and agreements with respect to the Placement.

2. The University may withdraw the Student from a Placement with immediate effect and without penalty if:

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- (a) it considers, on reasonable grounds, that the health, safety or well-being of the Student may be at risk if he or she was to continue with the Placement; or
 - (b) it has reasonable concerns that the Host Organisation may not be complying with its obligations under applicable occupational health and safety, equal opportunity and/or anti-discrimination laws in respect of the Student.
3. If the Host Organisation or the University has any concerns or a dispute arises in relation to the Placement each organisation agrees to, subject to obtaining the consent of the relevant Student, raise the concern or notify the other party of the dispute (as appropriate) in writing and endeavour to resolve the concern or dispute through discussion, mediation or other means as agreed by the Host Organisation and the University.

Please indicate your acceptance of these terms by signing both enclosed copies of this Letter Agreement. Please retain one original for your own records and return the other fully signed original to your contact at the University.

EXECUTED as an agreement

Executed by)
The University of Melbourne)
by its authorised officer)

Executed by the)
Host Organisation)
by its authorised officer)

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Signature of authorised officer

.....
Signature of authorised officer

.....
Name & Position of authorised officer

.....
Name & Position of authorised officer

Date signed:

Date signed:

SCHEDULE

ITEM 1 PLACEMENT AIMS AND OBJECTIVES

Insert any specific aims or objectives, including any specific learning outcomes and activities the Placement should include, where these are in addition to the general learning outcomes at clause A2

ITEM 2 BACKGROUND INTELLECTUAL PROPERTY

N/A OR

University Background IP: Insert

Host Organisation Background IP: Insert

ITEM 3 SPECIAL CONDITIONS

Please refer to Legal Services for review and advice if the Host Organisation seeks to insert any Special Conditions

