

# Vocational Placement Letter Agreement<sup>1</sup>



date

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

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

Dear Host Organisation name,

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 unpaid professional placement(s) (**Placement**)<sup>3</sup> as a **Host Organisation**<sup>4</sup> in accordance with this Letter Agreement.

The opportunity for Students 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 to this Letter Agreement.
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 Students will not receive any remuneration or payment or similar benefit (of any form) for the Placement. The benefits to the Students are outlined in clause A2 above.
5. Where the University and the Host Organisation agree that a stipend or scholarship is payable with respect to a Placement, the parties agree that:

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<sup>1</sup> 'Letter Agreement' means this Vocational Placement Letter Agreement and any schedules and annexures.

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

<sup>3</sup> 'Placement' means the one or more unpaid, professional placement(s) for a Student(s) facilitated by this Letter Agreement.

<sup>4</sup> '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).

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- (a) such stipend or scholarship is not provided in recompense or as a reward for services rendered by the Student, but rather is provided to the Student to assist with any costs which may be incurred by the Student in undertaking the Placement;
- (b) the scholarship or stipend amount will be set out in the Schedule; and
- (c) the Host Organisation will provide the University with the stipend or scholarship amount which the University will provide to the Student at its discretion, noting that that the University may retain part of this amount as an administrative fee in the course of its administration of the stipend or scholarship.

### **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 Host Organisation's workplace policies including in relation to occupational health and safety, privacy, confidentiality and any other obligations as notified by the Host Organisation;
  - (b) to remain responsible for the overall control and discipline of the Students, apart from reasonable direction provided on a day to day basis by the Host Organisation to the Students while they are undertaking the Placement;
  - (c) if required by the Host Organisation:
    - (i) to ensure the Students undertaking the Placement with the Host Organisation 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 with the Host Organisation.
3. The University will advise the Students that they are undertaking an unpaid work placement and will not be paid any remuneration or payment or similar benefit (of any form) in respect of the Placement (with the exception of any stipend or scholarship which may be paid under clause A6).
4. The University will take out and maintain Public Liability and Professional Indemnity insurance to cover liability for the University and its Students in relation to this Placement.

### **C. Host Organisation's responsibilities**

1. The Host Organisation acknowledges and agrees:
  - (a) that it has satisfied or will, prior to the commencement of a Placement, satisfy itself that the Students who will undertake the Placement with it are suitable for the Placement having regard to, amongst other things, the information disclosed in the current National Police History Check result and, if relevant, a current Working with Children Check assessment notice or equivalent;

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- (b) that it is responsible for the supervision of the Students whilst they are undertaking the Placement and will appoint appropriately qualified and experienced personnel to undertake the role of supervisor of the Students;
  - (c) that the work undertaken by the Students during the Placement and the level of supervision of the Students will be appropriate, taking into account their skills and level of experience;
  - (d) that the Placement is relevant to the learning objectives of the course of study undertaken by the Students as communicated by the University to the Host Organisation and the Host Organisation will provide access to adequate facilities and appropriate training and learning experiences for the Students undertaking the Placement;
  - (e) that it will provide appropriate orientation and training for the Students in relation to the Host Organisation's Occupational Health and Safety policies and safe work procedures which apply to the Placement Location(s) and any tasks that the Students will be required to undertake during the Placement;
  - (f) that it will ensure that the health and safety of the Students is not placed at risk during the period of the Placement and will comply with its obligations under applicable occupational health and safety, equal opportunity and anti-discrimination laws in respect of the Students;
  - (g) to require Students to promptly notify both 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 they become aware;
  - (h) to promptly notify the University of any occupational health and safety, equal opportunity or discrimination issues or incidents that arise in respect of a Student during the Placement;
  - (g) that a Student who is undertaking a Placement is not an employee of the Host Organisation for the duration of that Placement and it will not require a Student to carry out any functions or render any service as an employee of the Host Organisation; and
  - (h) that a Student will not receive any remuneration or payment or similar benefit (of any form) for the Placement (with the exception of any stipend or scholarship which may be paid under clause A5).
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 Students which may be provided to the Host Organisation and comply with all applicable privacy laws regarding the Students who undertake the Placement.
  3. The Host Organisation will take out and maintain Public Liability insurance.

### **D. Joint acknowledgement regarding Intellectual Property**

1. The Host Organisation will continue to own its pre-existing intellectual property made available for use by University staff or a Student during 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 relevant Schedule where appropriate.
2. 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 a Student during the course of the Placement at the Host Organisation, and may be detailed in the Schedule where appropriate.
3. Copyright in all written material created by a Student in respect of the Placement for the purposes of their assessment or reporting obligations to the University for their course/subject (**Assessment Materials**) will remain vested in the Student. For the avoidance of doubt, the Host Organisation shall not have the right to prevent any Student from submitting their Assessment Materials or any part thereof for assessment or examination by the University. The University must take all reasonable steps to maintain the confidentiality of any of the Host Organisation's confidential material (which a Student is advised is confidential) if referred to by the Student in their Assessment Materials.

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4. Subject to the Students retaining ownership of the copyright in their Assessment Materials as set out in clause D3 of this Letter Agreement (above), the Host Organisation will own all other intellectual property created by the Students during the course of the Placement, and the University will complete the necessary documentation (including by having the Students sign a Student Confirmatory Assignment, Licence and Confidential Information Deed Poll):
  - (a) to ensure the assignment of such intellectual property (whether in existence now or created in the future) to the Host Organisation; and
  - (b) to enable the University to give effect to the sub-licence to the Host Organisation set out in clause D5 with effect from the date of creation.

The Host Organisation acknowledges that the intellectual property assigned under this clause D4 is assigned 'as is' and without warranty of any kind (express or implied) including without warranty of fitness for a particular purpose, non-infringement or accuracy. The Host Organisation uses such intellectual property at its own risk.

5. The University will obtain the right from each Student to grant the Host Organisation a non-exclusive, royalty-free, perpetual and irrevocable sub-licence for the Host Organisation to use the copyright in that Student's Assessment Materials in the Host Organisation's business operations. The Host Organisation acknowledges that the copyright in the Assessment Materials is sub-licensed 'as is' and without warranty of any kind (express or implied) including without warranty of fitness for a particular purpose, non-infringement or accuracy. The Host Organisation exercises its sub-licence at its own risk.
6. Where the Host Organisation exercises its rights under clause D5 the Host Organisation agrees to acknowledge the relevant Student as the author of the Assessment Materials.
7. 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, the Host Organisation and a Student**

1. The University and the Host Organisation agree that there is no intention to create an employer/employee relationship between the Host Organisation and any Student with respect to a Placement facilitated under this Letter Agreement.
2. 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, together with the Schedule, 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 those Placement.
2. The University may withdraw a Student from a Placement with immediate effect and without penalty if:
  - (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.

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3. If the Host Organisation or the University has any concerns or a dispute arises in relation to a Placement each organisation agrees to 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.
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### EXECUTED as an agreement

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

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

.....  
Signature of authorised officer

.....  
Signature of authorised officer

.....  
Name & position of authorised officer

.....  
Name & position of authorised officer

Date signed:

Date signed:

## SCHEDULE

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### 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 STIPEND OR SCHOLARSHIP

N/A OR

The Host Organisation will provide the University with the amount of \$[insert] to fund the stipend or scholarship to be paid by the University to the Student(s)

### ITEM 3 BACKGROUND INTELLECTUAL PROPERTY

N/A OR

University Background IP: Insert

Host Organisation Background IP: Insert

### ITEM 4 SPECIAL CONDITIONS

Please refer to Legal Services for review and advice:

- if the Host Organisation seeks to insert any Special Conditions or requires the Student to sign an agreement directly with the Host Organisation

# Vocational Placement Letter Agreement

## STUDENT CONFIRMATORY ASSIGNMENT, LICENCE AND CONFIDENTIAL INFORMATION DEED POLL

**THIS DEED POLL** is made on the            day of            20            by

<b>Name</b>		<b>(You or Your)</b>
<b>Address</b>		
<b>Phone</b>		

### BACKGROUND

- A. The University has made arrangements for You to attend a placement at the Host Organisation to gain practical training, experience and skills within a workplace relating to Your area of study as described in the Letter Agreement.
- B. During the course of the placement You may create or contribute to the creation of Intellectual Property, including copyright in Your Assessment Materials.
- C. You will own the copyright in Your Assessment Materials. The University will own all other Intellectual Property created by You during the course of the placement.
- D. Under the Letter Agreement the University has agreed to assign all Intellectual Property created by You during the course of Your placement other than the copyright in Your Assessment Materials to the Host Organisation.
- E. The Host Organisation has requested permission to use the copyright in your Assessment Materials.
- F. This Deed sets out the terms on which You licence the copyright in Your Assessment Materials and confirm the assignment of all other Intellectual Property created by You during the course of the placement to the University.

### OPERATIVE PART

In consideration of, among other things, the promises contained in this Deed, You agree:

#### 1. **DEFINITIONS**

In this Deed:

**Assessment Materials** means all written material created by You in respect of the placement for the purposes of Your assessment or reporting obligations to the University.

**Assignment** means assignment of the Placement Intellectual Property confirmed in this Deed.

**Confidential Information** means:

- (a) all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Host Organisation or the University which the Host Organisation or the University regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential; and
- (b) all copies, notes and records and all related information generated by You to the extent incorporated or derived from anything referred to in (a) above.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

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- (c) available to the public at the date of its disclosure to You; other than through Your fault;
- (d) at the date of its disclosure to You, already properly in Your possession in written form otherwise than by prior confidential disclosure from the Host Organisation or the University;
- (e) after the date of its disclosure to You, available to the public from sources other than You;
- (f) after the date of its disclosure to You, properly available to You from a third party having no obligation of confidentiality to the Host Organisation or the University; or
- (g) required to be disclosed under law.

**Deed** means this Student Confirmatory Assignment, Licence and Confidential Information Deed Poll.

**Effective Date** means the date affixed at the top of the first page of this Deed.

**Host Organisation** means the organisation You attend for the purposes of a placement as provided for in the 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 trade marks, 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.

**Letter Agreement** means the Vocational Placement Letter Agreement entered into by the University and the Host Organisation in respect of Your placement.

**Licence** means the licence of the copyright in Your Assessment Materials pursuant to this Deed.

**Placement Intellectual Property** means all Intellectual Property created by You during the course of the placement other than copyright in Your Assessment Materials.

## 2. ASSIGNMENT

- 2.1 You acknowledge and agree that on and from the date on which the Placement Intellectual Property was or is created, the right, title and interest in the Placement Intellectual Property vests in the University pursuant to the University of Melbourne Statute 13 in force at the relevant time. You acknowledge that the University will assign the Placement Intellectual Property to the Host Organisation as contemplated by paragraph D in the Background section of this Deed.

## 3. LICENCE

- 3.1 You grant to the University a non-exclusive, royalty-free, sub-licensable, perpetual and irrevocable licence to use the copyright in Your Assessment Materials for the University's internal operations, and to permit the Host Organisation to use the copyright in your Assessment Materials in the Host Organisation's business operations, with effect from the date of creation.
- 3.2 The University acknowledges the copyright in Your Assessment Materials vests in You at the date of creation. You agree to only deal with the copyright in Your Assessment Materials subject to the Licence.

## 4. CONFIDENTIAL INFORMATION

- 4.1 You acknowledge and agree that You must:
- (a) keep all Confidential Information confidential;
  - (b) not use Confidential Information in any way which would be harmful to the best interests of the Host Organisation or the University; and



