

Vocational Placement Letter Agreement¹



Date:

Host Organisation name
and contact details (key contact,
email address, phone number,
address)]

RE: **Student:**² [Name and student number]
Course/Subject: [Insert name of the relevant Course or Subject to
which the Placement relates]
Placement aims and objectives: [Insert any specific aims or objectives, including any
specific Course or Subject learning outcomes and
activities the Placement should include, where these
are in addition to the general learning outcomes at
clause A2]
Stipend Amount (if applicable):

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**)³ as a **Host Organisation**⁴ 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.
3. Subject always to clause F2 below, the University and the Host Organisation agree on the Placement will commence on [insert start date] ("**Start Date**") and will end on [insert end date] "**End Date**", the End Date being the last date which the Student will attend the Placement with the Host Organisation.

¹ '**Letter Agreement**' means this Vocational Placement Letter Agreement and any schedules and annexures as mutually agreed between the parties. In the event of any inconsistency between this Letter Agreement and any schedules and/or annexures, this Letter Agreement will prevail to the extent of the inconsistency.

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 unpaid, 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).

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4. The Student will be required to complete [*insert number*] hours/days [*elect hours or days as appropriate*] per week at the Placement ("**Anticipated Placement Hours**"), located at [*insert location*] ("**Placement Location/s**").
 5. 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.
 6. Where the University and the Host Organisation agree that a stipend or scholarship is payable with respect to a Placement, the parties agree that:
 - (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 the amount as specified at the start of this Letter Agreement; 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 Placement Start Date;
 - (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.

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5. The University will ensure that Students and University staff do not disclose any of the Host Organisation's confidential information provided in connection with this Agreement without the written approval of the Host Organisation.

C. Host Organisation's responsibilities

1. The Host Organisation acknowledges and agrees:
- (a) that it has satisfied or will, prior to the Placement Start Date, 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;
 - (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 promptly notify the University of any:
 - i. occupational health and safety, equal opportunity or discrimination issues or incidents that arise in respect of a Student during the Placement;
 - ii. notification to a regulator or other body in respect of the Student's conduct or behaviour or anything involving a student;
 - iii. inappropriate conduct or behaviour by, to, or involving, the Student;
 - iv. complaint, allegation or investigation into a Student's conduct whilst on Placement;
 - v. complaint, allegation or investigation raised by a Student in respect of a third party whilst on Placement;
 - vi. incident or event occurring on Placement which results in, or is likely to cause, harm to the Student; or
 - vii. incident or event occurring on Placement that results in harm to staff, clients or visitors of the Host Organisation as a result of any act or omission of the Student.
 - (h) that notification under clause C1(g) may occur verbally in the first instance, but must be followed by a written confirmation to the University within 48 hours of the incident. Written notification should be provided to the relevant University contact;
 - (i) to use its best endeavours to encourage Students to notify the University of the matters raised in clause C(1)(g);

- (j) 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
- (k) 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 A6).

6. 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.

7. The Host Organisation will take out and maintain Public Liability insurance.

D. Joint acknowledgement regarding Intellectual Property

1. 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.

2. 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.

3. 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.

4. 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 for assessment or examination by the University. If applicable, the University must take all reasonable steps to maintain the confidentiality of any of the Host Organisation's material notified as confidential and referred to by the Student in their Assessment Materials.

5. Subject to the Students retaining ownership of the copyright in their Assessment Materials as set out in clause D4 of this Letter Agreement (above), the parties agree that the Host Organisation will own all other intellectual property in material created by the Students during the course of the Placement (**Placement IP**).

6. The University:

- (a) grants to the Host Organisation a non-exclusive, royalty-free, perpetual and irrevocable sub-licence for the Host Organisation to use the copyright in the Student's Assessment Materials in the Host Organisation's business operations;
- (b) assigns to the Host Organisation the Placement IP; and
- (c) will complete the necessary documentation to give effect to Clauses D5 and D6 (including by having the Student sign a Student Undertaking).

7. The Host Organisation acknowledges that the intellectual property assigned and licensed under clause D6 is assigned and 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 uses such intellectual property, and any material created by the Student, at its own risk.

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8. Where the Host Organisation exercises its rights under clause D6(a) the Host Organisation agrees to acknowledge the relevant Student as the author of the Assessment Materials.

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 constitutes the entire agreement of the University and the Host Organisation with respect to the Placements and supersedes all prior oral or written representations and agreements with respect to those Placements.
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 they were 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. This Letter Agreement will be in effect from [*insert start date*] to [*insert end date*]. Either party may terminate this Letter Agreement for any reason at any time by providing the other party with one month's written notice.
4. In the event that the University has withdrawn a Student from a Placement under clause F2 or the Letter Agreement is terminated under clause F3, the parties agree that this Letter Agreement will continue to operate with respect to any Students who are yet to complete their Placement. Therefore, the University and the Host Organisation will continue to perform their obligations to deliver the Placement to any such Students until all such Students have completed the Placement.
5. 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.

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:

STUDENT UNDERTAKING

This Student Undertaking is completed in accordance with the Letter Agreement between the University of Melbourne (**the University**) and [insert name of Host Organisation] (**Host**).

Name of Student: [insert] _____ Telephone: [insert] _____

Address: [insert] _____

I acknowledge and agree that:

- The University has made arrangements for me to attend a placement at the Host to gain practical training, experience and skills within a workplace relating to my area of study as described in the Letter Agreement. I am not an employee of the Host for the purpose of this placement;
- I will own the copyright in my Assessment Materials;
- All other Intellectual Property created by me during the course of the placement (**Placement IP**) will vest in the University immediately upon creation pursuant to the University Statute;
- To the extent that I retain or continue to hold any right, title or interest in Placement IP, I assign to the University all such right, title and interest;
- The University will assign all Intellectual Property created by me during the course of my placement other than the copyright in my Assessment Materials to the Host Organisation, as agreed in the Letter Agreement; and
- I will, at the University's cost, do all things and execute all documents necessary to give effect to this Undertaking and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the assignment and Licence of Intellectual Property.
- I grant to the University a non-exclusive, royalty-free, sub-licensable, perpetual and irrevocable licence to use the copyright in my Assessment Materials for the University's internal operations, and to permit the Host to use the copyright in my Assessment Materials in the Host's business operations, with effect from the date of creation; and
- I will only deal with the copyright in my Assessment Materials subject to the Licence.
- I will keep all Confidential Information confidential;
- I will not use Confidential Information in any way which would be harmful to the best interests of the Host or the University;
- I will not use any Confidential Information in any way other than for the purposes of my placement at the Host or preparation of my Assessment Materials without the prior written permission of the Host or the University; and
- Upon the written request of the Host or the University, I will return to the Host or the University any documents originating from the Host or the University which embody their Confidential Information and acknowledge that I must not keep any copies in any form.
- I will notify the University of any, and acknowledge that the Host may notify the University of any:
 - occupational health and safety, equal opportunity or discrimination issues, incidents or complaints that arise during my placement;
 - inappropriate conduct or behaviour on my part whilst undertaking the placement, including any complaint or allegations of misconduct in relation to my conduct;
 - incident or event occurring on placement which results in, or is likely to cause, harm to me; or
 - incident or event occurring on placement that results in harm to staff, clients or visitors of the Host Organisation as a result of my actions.

In this Undertaking:

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

Assignment means assignment of Intellectual Property confirmed in this Undertaking.

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 or the University which the Host or the University marks as confidential 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 me 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:

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

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 in respect of my placement.

Licence means the licence of the copyright in my Assessment Materials pursuant to this Undertaking.

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED BY)
<insert name of student>)

.....
Signature of (student)

.....
Signature of Witness

.....
Print Name of Witness