CHARLES STURT UNIVERSITY

**STREAM 2**

**FORM**

B

(INSERT NAME OF HOST ORGANISATION)

(INSERT NAME OF STUDENT)

**JUSTICE STUDIES STUDENT PLACEMENT AGREEMENT – SELF SELECTED (Employed Student)**

**Schedule 1 – Details**

This Agreement is made up of this Schedule and the Agreed Terms.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item1** | **Parties** | **(i)**  |  | **CHARLES STURT UNIVERSITY** (ABN 83 878 708 551), a university incorporated under the *Charles Sturt University Act 1989* of the State of New South Wales, Australia of Panorama Avenue, Bathurst, NSW 2795 **(CSU**) |
|  |  | **and** |
| **(ii)** |  | **(insert name, ABN and address of Host Organisation)** |
|  |  | (**Host Organisation**) |
|  |  | **and** |
| **(iii)**  |  | **(insert Name, Student Number and Address of Student)** |
|  |  | (**Student**) |
| **Item 2** | **Course** |  |  | (insert name of degree, eg: Bachelor of Social Science (Criminal Justice)) |
| **Item 3** | **Start Date** |  |  | (insert Placement Start Date) |
| **Item 4** | **End Date** |  |  | (insert Placement End Date) |
| **Item 5** | **Contact Details for Notices** | **(i)**  |  | **CHARLES STURT UNIVERSITY** |
|  | Name:  | Jenny Grainger |
|  | Position:  | Manager, Workplace Learning |
|  | Address:  | Faculty of Business, Justice and Behavioural Science |
|  |  | Charles Sturt UniversityWagga Wagga 2650 |
|  |  | Australia |
|  | Email:  | justice-wpl@csu.edu.au |
|  | Tel: | (02) 6933 4280 |
| **(ii)**  |  | **(insert name of Host Organisation)** |
| Name:  |  (insert name of contact person) |
| Position:  |  (insert position/role of contact person) |
| Address:  |  (insert address of Host Organisation) |
| Email:  |  (insert email address of contact person) |
| Tel: |  (insert telephone number of contact person) |
| **(iii)**  |  | **(insert name of Student)** |
| Address: |  (insert address of student) |
| Email: |  (insert email address of student) |
| Tel:  |  (insert telephone number of student) |
|  |  |  |

**Agreed Terms**

1. **Definitions and Construction**

## 1.1 In this Agreement, unless the context otherwise indicates:

**Client** means any client of Host Organisation.

**Confidential Information** of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

1. is by its nature confidential;
2. has been designated as confidential by a party;
3. is capable of protection at law or equity as confidential information; or
4. is derived or produced partly from the Confidential Information,

but does not include information that is in the public domain or is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person. It includes, in respect of Host Organisation, confidential Client information.

**Course** means the undergraduate degree, postgraduate degree, diploma or postgraduate certificate offered by CSU and specified in Item 2, Schedule 1, of which Work-based Learning forms part.

**Employment Contract** means the employment contract entered into between Host Organisation and Student which must be compliant with National Employment Standards, the national minimum age and all other relevant statutory requirements.

**End Date** means the date specified in Item 4, Schedule 1 or any earlier date on which this Agreement is terminated for any reason specified in it.

**Host Organisation** means the organisation specified in Part (ii) of Item 1, Schedule 1.

**Intellectual Property** means:

1. all rights in relation to copyright, inventions, plant varieties, trademarks, designs, systems, patents; and
2. all other rights resulting from intellectual activity in the industrial, business, engineering, scientific, literary or artistic fields including trade secrets and know-how.

**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act* 1998 (NSW), being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

**Placement** means a period of Work-based Learning under the Program.

**Program** means a Work-based Learning program designed by CSU in consultation with Host Organisation which forms part of the Course.

**Privacy Law** means all legislation, principles, industry codes and policies as amended from time to time relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information.

**Start Date** means the date specified in Item 3, Schedule 1.

**Student** means the student named in Part (iii) of Item 1 of Schedule 1 enrolled with CSU in the Course and placed with Host Organisation for the Program.

**Work-based Learning** means work-based learning being the provision of opportunities to achieve employment-related competencies in the workplace.

1.2 NHeadings do not affect the interpretation of this Agreement.

1.3 Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

**2. Term**

2.1 This Agreement commences on the Start Date and terminates on the End Date.

**3. Responsibilities of CSU**

3.1 CSU will be responsible for:

1. the general administration of Student’s candidature at CSU during the Placement;
2. administering the Program, including guidance, counselling and assessment; and
3. providing teaching, supervision and evaluation as required for the Program.
	1. Without limitation to clause 3.1, CSU will be entirely responsible for the administration and development of Course content, format of Student assessment, extent and nature of Work-based Learning required and all related matters.

**4. Responsibilities of Student**

4.1 Student acknowledges and agrees that they are subject to the terms and conditions contain in the Employment Contract and Student is therefore subject to normal management directions of Host Organisation.

4.2 In addition to Student’s obligations under the Employment Contract, Student acknowledges and agrees that:

1. Student will have passed relevant competencies/subjects that will allow Student to operate at their assumed level of training;
2. Student will be responsible, at their cost, for obtaining any criminal check, working with children check or other statutory check as required by Host Organisation prior to Student commencing the Placement;
3. Student must satisfy all Occupational Health and Safety requirements and any other lawful orders, instructions, directions and requests of Host Organisation as advised by Host Organisation prior to Student commencing the Program or prior to commencing a particular task or regarding Client care;
4. Student must negotiate and agree to the start and finish dates for the Program with Host Organisation; and
5. Student must maintain confidentiality of all Confidential Information and Personal Information (including any Client information which is disclosed to Student in connection with the Program) in accordance with the Employment Contract and clauses 11 and 12 and must comply with the Host Organisation’s policies, procedures and reasonable directions in relation to Client confidentiality.

**5. Responsibilities of Host Organisation**

5.1 Host Organisation is responsible for:

1. admitting Student to the Placement and ensure Student enters into (or has already entered into) an appropriate Employment Contract;
2. providing the necessary supervision and evaluation of Student during periods of Work-based Learning;
3. determining whether and when Student may provide Client services without direct supervision of Host Organisation personnel during the Placement;
4. providing reasonable functional and equipment support to Student and appropriately training Student in the safe and effective use of equipment;
5. making available to Student copies of relevant rules, regulations, protocols, policies, procedures and by-laws of Host Organisation, including requirements for Occupational Health and Safety;
6. providing and maintaining a safe workplace environment, free from discrimination and harassment with appropriate occupational health and safety and equal opportunity safe guards in place;
7. meeting the costs for consumable items used in conjunction with the Program;
8. providing emergency care for Student in case of accident or illness which occurs at Host Organisation premises;
9. giving maximum notice possible if, through an unplanned staff situation they are unable to provide adequate student supervision, the Program cannot proceed.
10. negotiating and agreeing to the Start Date and End Date for the Program with Student;
11. providing a report to CSU on Student’s work experience during the Program.

5.2 Without limitation to clause 5.1, Host Organisation remains responsible at all times for the standard of service provided to its Clients.

**6. Discipline and Control**

6.1 CSU agrees that discipline of Student is the responsibility of CSU, subject to the rights of Host Organisation in connection with Student’s obligations under the Employment Contract.

6.2 Host Organisation will inform CSU of any breach of Host Organisation’s rules, regulations, protocols, policies, procedures, by-laws, orders, instructions, directions and requests, and any failure to act in a safe, competent and professional manner, by Student.

6.3 Notwithstanding clause 6.1, Host Organisation is entitled to satisfy itself that Student is competent to perform Student’s allotted tasks and that Student conducts themself in a safe and professional manner. If Host Organisation is not so satisfied, it may do any of the following (subject to first complying with its own grievance and other applicable policies and procedures and the Employment Contract):

1. restrict or limit access by Student to Clients or tasks within the workplace;
2. direct Student to leave the premises of Host Organisation;
3. terminate the Employment Contract and Placement; and/or
4. take all reasonable steps necessary to ensure that Student complies with a direction given under this clause.

**7. Liaison**

* 1. CSU and Host Organisation agree to liaise with each other regularly to ensure the terms of this Agreement operate efficiently and in the best interest of all parties.

**8. Disputes**

8.1 If a dispute arises in connection with this Agreement, then the parties agree to each nominate a representative to attempt to resolve the matter in dispute.

8.2 If the representatives nominated under clause 8.1 cannot resolve the dispute, then any party may elect to terminate this Agreement by providing the other party with not less than 1 months’ notice in advance.

**9. Insurance and exclusion of indemnity**

9.1 Student and Host Organisation acknowledge and accept that Student will not be covered by CSU’s insurance policies and that Student, as an employee of Host Organisation, will be covered under Host Organisation’s insurance policies.

9.2 CSU does not accept or assume any liability, loss, damage, expense or cost whatsoever or howsoever suffered, sustained or incurred by Student or Host Organisation as a result of:

1. Student undertaking Placement Program; or
2. Student’s conduct whilst undertaking Placement Program.

**10. Confidentiality**

10.1 Subject to clause 10.4, each party undertakes to treat as confidential all Confidential Information obtained from any other party (**Disclosing Party**) and undertakes not to:

a) disclose any such Confidential Information to any person without first obtaining the consent of the Disclosing Party in writing; and

b) use or reproduce any of the Disclosing Party’s Confidential Information other than in performing or giving effect to this Agreement.

10.2 Each party will take such reasonable steps to provide for the safe custody of Confidential Information in its possession and to prevent any unauthorised access or use.

10.3 At any time on written request of a Disclosing Party, a party must return or destroy any documents which embody a Disclosing Party’s Confidential Information and must not keep copies in any form.

10.4 Each party may disclose a Disclosing Party’s Confidential Information:

a) on a confidential basis to Student or to employees, contractors, officers, agents and advisers (as applicable) who need to know it for the purpose of performing or giving effect to this Agreement, provided that prior to disclosure the relevant party must ensure that those persons are made aware of and procure an assurance that that the Confidential Information is and will be kept confidential; or

b) to the extent such disclosure is required by law provided that, so far as it is lawful and reasonably practicable to do so, prior to such disclosure, the party required to disclose the information promptly notifies and consults with the Disclosing Party regarding the nature, timing and content of the proposed disclosure.

10.5 The obligations of this clause 10 are continuing obligations and will not cease on the conclusion of this Agreement.

**11. Privacy**

11.1 Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement, to:

a) comply with any Privacy Law by which it is bound;

b) ensure the Personal Information is only used for the purpose of performing its obligations under this Agreement and take all reasonable steps to ensure the Personal Information is protected against loss and unauthorised access, use, modification or disclosure;

c) not disclose any Personal Information without the written authority of CSU, Host Organisation or Student, as applicable, or the individual to whom the Personal Information relates; and

d) in the case of CSU and the Host Organisation, immediately notify the other party where it becomes aware that a disclosure of such Personal Information may be required at law.

11.2 Nothing in this clause 11 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy Law by which it is bound.

11.3 The obligations of this clause 11 are continuing obligations and will not cease on the conclusion of this Agreement.

**12. Intellectual Property**

12.1 Nothing in this Agreement affects the ownership of any Intellectual Property which is owned by Host Organisation, CSU or Student on or before the Start Date.

12.2 If the Student undertakes work during the Placement at Host Organisation’s direction (**Work**) and if such Work generates new Intellectual Property, then subject to clause 12.4 all rights, title and interest in the new Intellectual Property will vest in Host Organisation upon creation.

12.3 Host Organisation grants to each party a non-transferable, non-exclusive, perpetual, free of cost, worldwide licence (not including a right to sub-licence) to use the new Intellectual Property in the Work:

a) for the purpose of completing the Placement;

b) for internal research; and

c) for education and training,

subject to any reasonable confidentiality and commercial obligations specified by Host Organisation at the time the Work is generated.

12.4 Copyright in any Student thesis or similar compulsory academic assignment or report related to the Placement shall be owned by and remain with Student.

**13. Notices**

13.1 The address for notices of the parties are set out in Item 1 of Schedule 1.

13.2 Any notice, demand, consent or other communication given or made under this Agreement will be sufficiently served if addressed to the relevant party, clearly readable and:

1. delivered personally to the party to be served;
2. sent by email or facsimile, in which case it will be deemed to be received on the day of transmission provided that it is sent before 5.00pm on a business day or is otherwise deemed to have been received on the next following business day; or
3. sent by pre-paid post, in which case it will be deemed to be received on the fourth business day after posting.

**14. Relationship of Parties**

14.1 Nothing in this Agreement creates a relationship of partnership, joint venture or employment between the CSU and Host Organisation.

14.2 Nothing in or done under this Agreement will be taken to create any contract of services between CSU and Host Organisation.

14.3 The terms and conditions of the Employment Contract apply directly and solely between Student and Host Organisation. CSU will not be a party to the Employment Contract.

**15. Amendment**

15.1 Any amendment to this Agreement must be in writing and signed by all parties.

**16. Entire Agreement**

16.1 This Agreement is the entire agreement between the parties in relation to its subject matter and replaces all previous negotiations, agreements understandings, representations, warranties, memoranda or commitments in relation to the same subject matter.

**17. Costs and Expenses**

17.1 CSU, Host Organisation and Student shall each bear their own costs and expenses of and incidental to their participation in the Program. For the avoidance of doubt, CSU shall not be responsible for Student travel, personal insurance or accommodation expenses or for any expenses of the Host Organisation or its staff in connection with the Program.

Executed **as an Agreement.**

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement (which includes the attached **Agreed Terms**) for and on behalf of the party for whom they sign.

|  |  |  |
| --- | --- | --- |
| **Signature for CSU** |  |  |
|  |  |  |
| SIGNED for **CHARLES STURT UNIVERSITY:** |  | In the presence of: |
|  |  |  |
|  |  |  |
|   |  |   |
| Signature of authorised CSU signatory |  | Signature of witness |
|  |  |  |
| Jenny Grainger, Manager, Faculty of Business, Justice & Behavioural Sciences |  |  |
|  |  |  |
|  |  | Name of Witness |
|  |  |  |
| Date: ………………………………............... |  |  |
| **Signature for Host Organisation** |  |  |
|  |  |  |
| SIGNED for …………………………………………. (insert name of **Host Organisation**): |  In the presence of: |
|  |  |  |
|  |  |  |
|   |  |   |
| Signature of authorised Host Organisation signatory |  | Signature of witness |
|  |  |  |
|  |  |  |
|   |  |   |
| Name of authorised Host Organisation signatory |  | Name of witness |
| Date: ………………………………............... |  |  |

**Student Declaration (please tick boxes and sign below – failure to do so may delay the commencement of your placement)**

* I confirm I have read and understood the Agreed Terms, in particular:

Clause 4: Responsibilities of Student

Clause 6: Discipline and Control

Clause 10: Confidentiality

Clause 11: Privacy

Clause 12: Intellectual Property

Clause 14: Relationship of parties

Clause 17.1: Student responsible for own travel, personal insurance and accommodation

* I agree to abide by all the rules, regulations, protocols, policies, procedures, by-laws, rules and regulations of the Host Organisation and CSU during my Placement.

|  |  |  |
| --- | --- | --- |
|   |  |  |
| SIGNED by: ………………………………….. (insert name of **Student**): |  | In the presence of: |
|  |  |  |
|  |  |  |
| Signature of Student |  | Signature of witness |
|  |  |  |
|  |  |  |
| Date: ………………………………............... |  |   |
|  |  Name of witness |  |