



Australia's  
Global  
University

# Core Terms

## Work Integrated Learning

### 1. Compliance with the Fair Work Act and other laws

This Agreement is intended to create a vocational placement under the Fair Work Act. UNSW must ensure that the student's placement is a requirement of the student's course or program. UNSW will not remunerate the student for undertaking the placement. The Organisation may remunerate the student. If an employment relationship is created (as a consequence of the Organisation remunerating the student or for any other reason) the Organisation must comply with all relevant requirements of the Fair Work Act. Each party must comply with all applicable laws relating to the placement.

### 2. Specific Requirements

The Organisation must comply with the specific requirements of the placement as set out in the Schedule including as to the hours worked by the student, student supervision and the learning outcomes of the placement.

### 3. UNSW's Responsibilities

UNSW must provide the student with a preparatory learning module. UNSW will make periodic contact with the student either on-site or electronically during the placement.

### 4. Supervision Responsibilities

The Organisation must ensure that the student is appropriately supervised while they are working under the direction, or at the workplace, of the Organisation. The Organisation must ensure that staff supervising the student are appropriately qualified and experienced and that the tasks and responsibilities assigned are appropriate to the student's skills and experience. The Organisation must ensure that during the placement UNSW is able on request to inspect the workplace and meet with the student and any supervisor as it reasonably requires.

### 5. Orientation and Induction

When a student is under the direction of the Organisation or at the Organisation's workplace, the Organisation must provide appropriate orientation and induction, including expected workplace behaviour, applicable policies and health and safety requirements. The Organisation is responsible for providing a safe and appropriate workplace for the student, which is free from bullying, discrimination and harassment.

### 6. Insurance and Limitation of Liability

UNSW and the Organisation must each hold public liability insurance and personal accident insurance with a level of cover, for a single accident, of \$20 million. If the student is employed by the Organisation, the Organisation must hold workers' compensation insurance.

### 7. Serious Incidents and Conduct Issues

The Organisation must immediately inform UNSW if a serious complaint is made about the student's conduct or if the student is involved in a serious incident while under its direction or attending its workplace. A serious incident is any event or conduct that could seriously impact the physical or psychological wellbeing or safety of the student or any other person. By way of example, bullying and sexual harassment are considered serious incidents. Within a reasonable time after any serious incident or complaint is notified to UNSW, the Organisation must disclose in writing to UNSW any action taken by the Organisation in response.

### 8. Intellectual Property (IP)

The Organisation agrees that the student can use any IP owned by or licensed to the Organisation for educational purposes related to the placement. Such use is without charge. Unless a student is employed by the Organisation, ownership of any IP created by the student during the placement is retained by the student. The Organisation may request that the student agree to assign or licence their IP to the Organisation and UNSW must communicate any request to the Student.

### 9. Confidentiality and Privacy

UNSW and the Organisation agree to keep each other's confidential information confidential and to use such information only for the purpose of giving effect to this agreement. The organisation may request that the student sign a confidentiality agreement and UNSW must communicate any request to the student. Each of the Organisation and UNSW will ensure that its collection, storage, use and disclosure of personal information received under this agreement complies with all applicable privacy laws.

### 10. General

[A] This agreement does not give rise to a relationship of employment, partnership, agency or any other fiduciary relationship between the parties.

[B] This agreement is governed by the laws of New South Wales.

[C] If any provision of this agreement is or becomes void, voidable or unenforceable, the remaining provisions of this agreement will continue to be of full force and effect.

[D] References to "this agreement" mean a reference to clauses 1 to 10 and the Schedule, which together contain the entire agreement between the parties.

[E] The parties will use their best endeavours to resolve in a confidential manner any dispute which may arise under or relating to this agreement within 30 calendar days of it arising.

**Schedule:** Specific Requirements of Placement

By signing below UNSW and the Organisation agree to be bound by the terms of this Schedule and clauses 1 to 10 of the UNSW Work Integrated Learning Core Terms.

<b>UNSW</b>	<b>University of New South Wales</b> ABN 57 195 873 179	Chancellery Building High Street, Gate 9 UNSW Sydney NSW 2052
<b>Organisation</b>	<b>Name</b>	<b>Address</b>
	<b>ABN</b>	
<b>Student</b>	<b>First Name</b>	
	<b>Last Name</b>	
<b>Placement Details</b>	<b>Start Date</b>	
	<b>Finish Date</b>	
	<b>Total Hours (to be worked on placement)</b>	
	<b>Indicative Work Hours/Days</b>	
	<b>Placement Location</b>	
	<b>Paid/Unpaid</b>	
<b>UNSW / Academic Supervisor</b>	<b>Name</b>	
	<b>Phone</b>	
	<b>Email</b>	
<b>Academic Course</b>	<i>Course Name</i>	<i>Course Code</i>
<b>Course Learning Outcomes</b>		
<b>Organisation / Workplace Supervisor</b>	<b>Name</b>	
	<b>Phone</b>	
	<b>Email</b>	
<b>Work Tasks:</b>		
<b>Additional Specific Requirements (Clause 2)</b>		
<b>UNSW Serious Incidents (After Hours)</b>	UNSW Security Emergency Line	+61 2 9385 6666

EXECUTED as an agreement

Executed by UNSW  
by its authorised officer

Executed by  
by its authorised officer

.....  
Signature of authorised officer

.....  
Signature of authorised officer

Name:  
Position:

Name:  
Position: