

# University of Technology Sydney - Student Vocational Placement Agreement Terms and Conditions

## Purpose of this agreement

UTS requires many students to undertake a practical placement as part of their course of study at UTS or as a requirement for a particular subject the student has chosen to undertake.

The purpose of this agreement is to ensure there are clear arrangements and certainty about responsibilities between UTS, the UTS student undertaking the vocational placement and the organisation hosting the student. If any party is unclear about the arrangements and their responsibilities during the placement, they should contact the person specified in the placement summary form.

### 1. Placement Agreement

The terms and conditions set out in this document together with the completed placement summary form which has been signed by or otherwise accepted by the parties specified below and to which this document is hyperlinked (**placement summary form**) constitutes the Student Vocational Placement Agreement between:

- the University of Technology Sydney (ABN: 77 257 686 961) of 15 Broadway, Ultimo NSW 2007 (**UTS**);
- the Organisation specified in the placement summary form (**Organisation**); and
- the UTS student specified in the placement summary form (**Student**),

(the **Agreement**).

### 2. Placement duration

The placement will commence and end on the dates specified in the placement summary form.

### 3. Vocational placement

The parties agree the Student is participating in the placement on the basis that it is a vocational placement for the purposes of the Fair Work Act. This means: the Student is not entitled to be paid any remuneration as a result of participating in the placement; the placement is undertaken as a requirement of the Student's course; and the placement is authorised under a law or administrative arrangement of New South Wales.

### 4. Purpose of the placement

The parties agree that the purpose of the Student's placement with the Organisation, being a requirement of the Student's course or subject, is to: enable the Student to integrate knowledge gained from their studies in a practical setting; provide an opportunity

for the Student to explore career options and make informed decisions regarding their career development; support the Student's transition from study to work; undertake activities consistent with the student's course objectives, and any specific aims specified in the placement summary

form.

## **5. No entitlement to remuneration**

The Organisation and the Student agree that the Student will have no entitlement to be paid, will not receive and does not expect any remuneration from the Organisation for the placement. In some circumstances, the Organisation may determine that it is appropriate to make a small gift to the Student (eg, an Opal card or a nominal allowance for lunch). Any gift provided by the Organisation is discretionary and does not give the Student any entitlement to be paid remuneration for the placement. The Organisation can cease providing any gift at any time. The Student should not have any expectation they will be provided with a gift from the Organisation.

## **6. Student not an employee**

The parties to this agreement agree that the Student is not an employee of the Organisation during the placement and nothing in this agreement is intended to create an employment relationship between the Student and the Organisation. Sometimes, following a placement, a Student may be offered employment with the Organisation (although this is in no way guaranteed by the Organisation). If the Organisation does want to offer employment to the Student after the end of the placement, it is a private matter between the Student and Organisation and both the Student and the Organisation will comply with all laws relating to employment relationships.

## **7. Student remains a student**

The parties acknowledge that the Student is a student of UTS and has not yet completed study in their chosen field. The Organisation acknowledges that the Student may be required to attend UTS or prepare reports, assignments or similar during the placement. The Organisation agrees that the placement should not detract from the Student completing these tasks.

## **8. Student conduct**

The Student agrees that he or she will act in a professional manner during the placement and be aware of his or her responsibilities. The Student agrees they will continue to be bound by the rules, policies and procedures of UTS, including the UTS Student Charter, while they are undertaking the placement at or for the Organisation. The Student agrees they are over the age of 18 years.

## **9. Raising concerns**

The parties agree to promptly raise any questions, issues or concerns relating to the placement. The Student must promptly advise UTS of any concerns he or she has about the placement, including in relation to work, health and safety (WHS) issues.

## **10. Student suitability**

The Organisation acknowledges it is responsible for determining the suitability of the Student for the placement. UTS does not make any representations about the suitability or ability of the Student.

## **11. Student's placement activities**

The Organisation must provide the Student with: tasks, responsibilities and exposure to the activities and business of the Organisation directly linked to the Student's professional aspirations and at a level which reflects their stage of study and skills; supervision as appropriate according to the tasks and activities the Student participates in; and a dedicated point of contact for the Student to direct any queries about the placement.

## **12. Organisation and the Student agreement**

The Organisation may require the Student to enter an agreement with it about matters such as (among other things) confidentiality and intellectual property in relation to the placement. This is a matter between the Organisation and the Student.

### **13. Information about the placement**

The Organisation will provide UTS with any information reasonably requested by UTS about the placement (which may include information about the Student's activities, attendance, conduct and learning outcomes). The Student consents to this information being provided to UTS.

### **14. Compliance with law**

The Organisation warrants that: it will comply with all law relevant to this agreement, the Student and the placement; and during the placement it will not require the Student to carry out any functions as an employee of the Organisation.

### **15. Insurance**

The Organisation must have and maintain public liability insurance with a limit of indemnity of not less than \$10 million.

### **16. Indemnity**

The Organisation will release, indemnify and keep indemnified the University and the Student against all actions, claims, and demands including those made alleging negligence, and whether arising in law, equity or by statute which may be made against the University, its employees, agents or by or against students (including the Student) arising out of or in connection with the Organisation's obligations in relation to the placement, the Student and this agreement.

### **17. No liability**

During and after the placement and this agreement, UTS will not be liable to the Organisation or the Student (or any other party) for the actions, omissions or defaults of the Student or the Organisation (or any of its related entities), or the Organisation's employees, agents or subcontractors in relation to the Student while the Student is in attendance at the Organisation or undertaking the placement.

### **18. Work health and safety**

The Organisation:

(a) acknowledges that it has completed a copy of the UTS Work, Health and Safety (**WHS**) form, a copy of which is available here: [https://careerhub.uts.edu.au/Employers/UTS\\_Workplace\\_Health\\_and\\_Safety\\_Checklist.chpx](https://careerhub.uts.edu.au/Employers/UTS_Workplace_Health_and_Safety_Checklist.chpx) ([https://careerhub.uts.edu.au/Employers/UTS\\_Workplace\\_Health\\_and\\_Safety\\_Checklist.chpx](https://careerhub.uts.edu.au/Employers/UTS_Workplace_Health_and_Safety_Checklist.chpx)) and returned this to UTS prior to the date of this agreement and warrants that the response provided by the Organisation to that form remains current, accurate and complete;

(b) must provide an induction or orientation program at the commencement of the placement which will include, but is not limited to, details of health and safety management systems, including special risks and safe work practices of the Organisation and any safety equipment required to be used by the Student, training relevant to the placement and details of the Organisations policies and procedures relevant to the placement or as otherwise required by law;

(c) must prior to, and during, the placement, make appropriate WHS personnel available to UTS to discuss the Organisation's WHS arrangements;

(d) must ensure the health and safety of the Student during the placement, including providing a work environment without risk to health and safety, ensuring any plant or equipment required to be used is safe and well maintained, a safe system of work is in place and maintained, and providing

any information, training, instruction, equipment or supervision required that is necessary to protect the Student from risks to their health and safety;

(e) must advise UTS within 1 business day of receipt, of any safety related prohibition notice, improvement notice, correspondence or other notice issued by a regulatory authority (eg, SafeWork NSW) in connection with any safety issue that may be relevant to or impact the Student or the placement;

(f) must in addition to notifying the relevant regulatory authority (eg, SafeWork NSW), immediately notify UTS of any incident which the Organisation is required to notify to the regulatory authority or any near miss or incident that may be relevant to or impact the Student or the placement and what steps it has taken or proposes to take in response to the incident; and

(g) must audit and monitor its compliance with its WHS obligations under applicable legislation and this agreement and, when requested, provides UTS with a written report of the outcome of the auditing and monitoring to the extent it is relevant to or impacts the Student or the placement.

### **19. Withdrawal by UTS**

If UTS forms the view that the Student's health and safety is at risk during the placement, or the Organisation is not complying with its WHS obligations under applicable legislation or this agreement, UTS may immediately withdraw the Student from the placement.

### **20. Variation**

This Agreement can only be varied, amended, supplemented, replaced or novated by written agreement of the parties.

### **21. Applicable law**

The laws in force in New South Wales govern the terms of this Agreement. Each party undertakes to submit to the non-exclusive jurisdiction of the courts of that state, and court of appeal from them.

☐ **I am authorised to enter into this agreement on behalf of my organisation (required)**

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