

James Cook University (JCU)

ABN 46 253 211 955

(A body corporate pursuant to the *James Cook University Act 1997*, whose office is situated at JCU, Townsville Campus, Townsville 4811, in the state of Queensland)

STUDENT PLACEMENT AGREEMENT

The purpose of this document is to outline the responsibilities of both JCU and your Organisation in relation to the Placement of Students in your Premises during the practical and/or clinical component of their studies at JCU. [Note: A reference to Student means one or more students, depending on the context]

Reference Schedule – Schedule 1

Item 1	Host (incl ABN)	
Item 2	Commencement Date (Cl.2)	
Item 3	Term (Cl.2)	
Item 4	Liaison Officers (Cl.1.1)	Host Name: Position: Postal: Telephone: Email: James Cook University Name: Helen Coxhead Position: GDip Midwifery Course Coordinator Postal: Nursing & Midwifery, James Cook University, Townsville, Q. 4811 Telephone: (07) 4781 5310 Email: helen.coxhead@jcu.edu.au
Item 5	Premises (Cl.1.1)	
Item 6	State (Cl. 1.1)	

Operational Aspects – Schedule 2

Item (a)	The area of practice in which the Student is to be placed. (Cl. 6.1 (a))	Midwifery
Item (b)	The learning objectives of the Placement. (Cl. 6.1 (b))	The learning activities and learning outcomes will be defined by JCU, the Clinical Supervisors and the Student before each clinical placement. The Student will nominate a suitable Clinical Supervisor to supervise, develop learning activities and assess clinical encounters.
Item (c)	The learning assessment tools (Cl. 6.1 (c))	The Student is required to complete the clinical requirements of the course identified by James Cook University in the Clinical Competency Workbook. These clinical requirements are set down by ANMAC in the 'Standards and Criteria for the Accreditation of Nursing and Midwifery Courses Leading to Registration, Endorsement and Authorisation in Australia' (2014).
Item (d)	The learning, clinical or skill entry point to be achieved by the Student prior to the Placement. (Cl. 6.1 (d))	The student must hold unconditional registration as a nurse with the Nursing and Midwifery Board of Australia
Item (e)	Where "Competency Assessment Service" are used by JCU, details of those. (Cl. 6.1 (e))	N/A
Item (f)	Dates and Times of Student attendance. (Cl. 6.1 (f))	As per ward roster and continuity of care requirements
Item (g)	Student(s) Name and Email. (Cl. 6.1(g))	

Signed by the parties on the date set out below.

SIGNED for and on behalf of **(the Host)**
by an authorised officer

SIGNED for and on behalf of **(JCU)**
by an authorised officer

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

1. Definition and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Background IP" means Intellectual Property owned or otherwise under the control of a party that the Party contributes to the Placement.

"Business Day" means a day on which the offices of the Host and JCU are open to the public.

"Client" means a patient, customer, patron or any other person to whom the Host provides services.

"Commencement Date" means the date specified in the Reference Schedule.

"Commercialisation" means to manufacture, sell, hire or otherwise exploit a produce or process, or to provide a service incorporating the Intellectual Property with a third party.

"Course" means the course specified in the Reference Schedule.

"Host" means an organisation, service or centre run by a state or federal government, business or company where student placement occurs.

"Information Privacy Principles" means the information privacy principles governed by the Privacy Act 1988 (Cth).

"Intellectual Property" means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"Liaison Officer" means the representative of each of the Parties as nominated from time to time by the Parties. At the Commencement Date, the Liaison Officers are taken to be the persons listed in the Reference Schedule.

"Party" means a party to this Agreement.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database, whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Placement" means the placement of Students with the Host as referred to in the Background.

"Premises" means the place controlled by the Host as detailed in the Reference Schedule (Schedule 1).

"Material" means any material, including but not limited to original works, documents, computer software, and data stored by any means.

"Placement IP" means Intellectual Property developed in the course of the Placement.

"State" means the State listed in the Reference Schedule.

"Student/s" means an enrolled student of JCU who is undertaking placement.

"Student Material" means any Material created in whole or in part by a Student whilst on Placement.

"Supervisor" means the supervisor of the Host who exercises supervisory control or influence over a Student on Placement.

"Term" means the period referred to in the Reference Schedule.

"Workers Compensation Legislation" means the Workers Compensation Legislation of the State.

2. Term of Agreement

2.1. This Agreement commences on the Commencement Date and continues for the Term unless terminated in accordance with Clause 3 of this Agreement.

3. Termination

3.1. Either Party may terminate this Agreement by the giving of one (1) weeks written notice of termination to the other Party.

3.2. The confidentiality and privacy obligations of the parties under this Agreement will survive the termination or expiration of this Agreement.

4. Responsibilities of the Host

4.1. The Host is responsible at all times for the standards of care provided for its Clients.

4.2. The Host will co-operate with the staff of JCU and the Students to provide practical or clinical experience for the Student relevant to the agreed learning objectives of the Course.

4.3. Unless otherwise agreed between the parties, the Host is responsible for -

- (a) providing a suitable workspace with access to relevant resources;
- (b) the supervision of all Students undertaking placement with the Host by an appropriately qualified person; and
- (c) the evaluation of all Students undertaking placement with the Host.

4.4. The Host must accept the number of Students as agreed between the Parties from time to time. The number of Students may be amended by mutual agreement confirmed in writing after consultation between the Parties.

4.5. The Host may require JCU to remove a Student from Placement if the Host considers that -

- (a) the Student is not conforming to agreed standards, regulations, procedures and by-laws; or
- (b) the Student is not behaving in a safe or professional manner. This right is only to be exercised after prior consultation between the Parties in relation to the proposed course of action.

4.6. The Host will as far as is practicable, make available for use by JCU's staff and students conference room space, facilities for teaching, appropriate facilities for debriefing, if possible, and where appropriate, locker or change room facilities, and any other negotiated item/s.

4.7. The Host must make arrangements for emergency care for JCU staff and Students in case of accident or illness sustained while in attendance at the Host premises or other premises at which the Host conducts its business.

5. Responsibilities of JCU

5.1. JCU will use its best endeavours to ensure that Students preserve the confidentiality of information concerning the Host, its staff and/or Clients.

5.2. JCU has responsibility for the selection of Students and guidance and counselling of Students.

5.3. JCU has responsibility for undertaking disciplinary action against Students.

5.4. Students and staff of JCU, whilst participating in the placement are bound by the standards, regulations, policies, procedures and by-laws of the Host.

5.5. JCU must ensure that its staff use the mutually agreed upon communication channels with the Host when making arrangements for Placement and allow sufficient time for negotiations regarding these arrangements to take place.

5.6. JCU may seek feedback on the functioning of the Student Placement program from the Host.

6. Operational Aspects

6.1. JCU will co-ordinate and negotiate with the Host to develop and finalise, as required, the Operational Aspects Schedule (Schedule 2) which must, at a minimum, include the following -

- (a) the area of practice in which the Student is to be placed;
- (b) the learning objectives of the Placement;
- (c) the learning assessment tools;
- (d) the clinical, learning or skill entry point achieved by the Student prior to the Placement;
- (e) where "Competency Assessment Services" are used by JCU, details of those Competency Assessment Services;
- (f) dates and times of Student attendance; and

(g) subject to Clause 5.2, the names of the Students.

7. Confidentiality

7.1. If required, prior to attendance at the Premises, JCU will make available to the Host, a written undertaking from relevant JCU Staff and Students that –

- (a) they will maintain confidentiality of information, including relating to staff, clients, and workplace procedures;
- (b) they will not distribute, copy or take photocopies of the rules, policies, procedures or manuals of the Host;
- (c) they will not communicate to any person any information obtained during their attendance in the Host organisation which could be prejudicial to the Host unless:
 - (i) they are compelled by law to do so; or
 - (ii) the individual consents to the disclosure and then only subject to the express terms of the consent.

8. Privacy

8.1. JCU acknowledges that Client's data is Personal Information as defined in the privacy legislation relevant to this Agreement whether State or Federal.

8.2. The Parties will take all reasonable steps to ensure that Students are aware of their obligations under the *Privacy Act 1988* as they relate to the Placement.

8.3. The Host agrees to –

- (a) use Personal Information of Students and/or JCU staff held or controlled by it in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (b) take all reasonable measures to ensure that Personal Information of Students or JCU staff in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure; and
- (c) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information of Students or JCU staff is made aware of, and undertakes in writing, to observe the Information Privacy Principles and other obligations referred to in this clause.

9. Disclosure of Information Pertaining to Students

9.1. Provided the Host obtains a Student's written consent to do so, JCU will disclose to the Host through its Liaison Officer any information concerning the Student, which, in its reasonable opinion, would assist the Host to accommodate any special needs of the Student.

9.2. The Host will make Supervisors aware of their obligation to keep all information disclosed under Clause 9.1 strictly confidential.

10. Teaching Equipment

10.1. Where applicable JCU can bring and/or store JCU teaching equipment at the Premises of the Host.

10.2. JCU is responsible for the purchase, maintenance and insurance of any teaching equipment not provided by a Host and which it considers necessary and essential for the Placement.

11. Indemnity

By JCU

11.1. JCU agrees to indemnify the Host, its officers, employees and agents (collectively referred to as "**the Indemnified**") from and against any loss, damage or expense (including legal costs) arising from any claim, action, suit, demand or proceeding that may be made or brought by any person against the Indemnified arising out of or in connection with a negligent act or omission of JCU, its staff or Students.

11.2. The indemnity given pursuant to clause 11.1 will be reduced proportionately to the extent of contribution by the Host or any of

its officers, employees, contractors or consultants to any such loss, damages, or expenses.

By the Host

11.3. The Host agrees to indemnify JCU, its officers, employees and agents (collectively referred to as "**the Indemnified**") from and against any loss, damage or expense (including legal costs) arising from any claim, action, suit, demand or proceeding that may be made or brought by any person against the Indemnified arising out of or in connection with a negligent act or omission of the Host, its officers, employees and agents.

11.4. The indemnity given pursuant to clause 11.3 will be reduced proportionately to the extent of contribution by JCU or any of its staff or Students to any such loss, damages, or expenses.

12. Work Health and Safety

12.1. The Host assumes management or control of the Premises.

12.2. The Host will ensure, so far as is reasonably practicable, that the workplace, the means of entering and exiting the workplace and anything arising from the workplace are without risks to the health and safety of the Student. In doing this, the Host will provide and maintain:

- (a) safe systems of work;
- (b) safe plant and structures (where applicable), including safe use, handling and storage of plant, structures and substances;
- (c) all protective equipment, training and supervision necessary for the Placement to be conducted in a manner that, so far as reasonable practicable, is safe and without risks to the health of the Student;
- (d) a work place induction that includes relevant information, training, instruction or supervision that is necessary to protect the Students and/or Staff from risks to their health and safety arising in the course of work, study or research as part of the conduct of the business or undertaking;
- (e) the monitoring of the health of Students and the conditions at the workplace for the purpose of preventing illness or injury, arising from the conduct of the Host activities; and
- (f) ensure that all work practices involving Students undertaking placement are in accordance with the *Work Health and Safety Act 2011* and any subordinate legislation or regulations (the Work Health and Safety Legislation).

12.3. JCU will instruct the Students to –

- (a) take reasonable care for their own health and safety;
- (b) take reasonable care to ensure their acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply with any reasonable instruction that is given by the Host to assist the Host in complying with the Work Health and Safety Legislation.

12.4 JCU reserves the right to withdraw the Student from the Placement at any time without notice if it forms concerns about the Student's safety while undertaking Placement.

13. Insurance

13.1. During the term of this Agreement, both parties will maintain the following insurance coverage –

- (a) Public Liability Insurance; and
- (b) Professional Indemnity Insurance.

13.2. Both parties will on request, provide each other with satisfactory evidence of current insurance policies referred to in clause 13.1.

14. Dispute Resolution

14.1. The Parties agree that any dispute arising out of or in connection with this Agreement between the Host and JCU will be dealt with as follows –

- (a) the party claiming that there is a dispute will send to the other party a notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute by direct negotiation;

- (c) the parties have 14 days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) if the dispute is not resolved within twenty-eight (28) days of the commencement of mediation, either party may then, but not earlier, commence legal proceedings.

14.2. Each party must continue to perform this Agreement (other than in respect to the matters which are in dispute) notwithstanding the existence of a dispute or any proceedings under this clause.

15. Intellectual Property Rights

15.1. Any Placement IP created by the Student during the Term will vest in the Host except to the extent that it is capable of Commercialisation.

15.2 The Host and JCU agree that where Placement IP is capable of Commercialisation, they will negotiate in good faith to enter into an agreement in respect of such Commercialisation and in doing so will recognise the interests of the Student.

15.3 The Host grants JCU and the Student a non-exclusive, non-transferable, irrevocable, perpetual, royalty free licence to use the Placement IP for non-commercial purposes.

15.4 The Host and JCU acknowledge and agree that ownership of Background IP is not affected by this Agreement.

15.5 Where either Party contributes Background IP to the Placement, the Party providing the Background IP grants to the other Party and the Student a non-exclusive, non-transferable, irrevocable, royalty free licence to use that Background IP for the purposes of the Placement.

16. Immunisation and Infection Control

16.1. Where applicable, JCU will provide its staff and Students with any immunisation or other requirements that must be met prior to first attendance at the Host Premises.

16.2. The Host must notify JCU of any such immunisation or other requirements within a reasonable time.

17. Status of the Parties

17.1. The Host and JCU acknowledge that JCU Staff and Students attending the Premises of the Host for Placement and/or as a supervisor are not employees of the Host.

18. General Provisions

18.1 Governing Law

The laws in force in Queensland shall govern this Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland.

18.2 Notices

- (a) Any notice or other communication given by the parties under or about this Agreement must be in writing.
- (b) A notice is taken to be received (as the case may be) –
 - a. if delivered personally, on the Business Day it is delivered;
 - b. if sent by ordinary prepaid post, 3 Business Days after posting; or
 - c. if sent by facsimile, when the sender receives confirmation that the facsimile has been transmitted to the addressee's facsimile number in its entirety.

18.3. Entire Agreement and Variations

This Agreement constitutes the entire Agreement between the parties and may only be varied by a mutual agreement of the parties in writing.

18.4. Waiver

- (a) A right under this Agreement cannot be waived where the waiver is in writing and is signed by the relevant party.
- (b) a waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

18.5. Assignment

Neither of the Parties may assign the whole or any part of their obligations under this Agreement.