

## WORK INTEGRATED LEARNING PLACEMENT AGREEMENT

THIS AGREEMENT is made BETWEEN

**RAFFLES COLLEGE PTY LTD (Sydney)**, trading as  
Raffles College of Design and Commerce (RCDC)

AND

Insert Name of Organisation “[**the Placement Provider**]”

The Parties Hereby Agree

## **1 PLACEMENT OF STUDENTS**

- 1.1 The Work Placement Provider agrees to accept at its Premises, and RCDC agrees to place, the student[s] named in Schedule 1 of this Agreement for the Work Integrated Learning described in Schedule 2 of this Agreement.

## **2 TERM OF AGREEMENT**

- 2.1 This Agreement shall commence on the date specified in Item 3 of Schedule 2 and remains current for 1 year.

## **3 RESPONSIBILITIES OF THE WORK PLACEMENT PROVIDER**

The Work Placement Provider will:

- 3.1 Within one working day of their arrival, provide students and staff of RCDC with orientation to their workplace. Orientation shall include, but is not limited to:
- Confidentiality;
  - Students' expectations;
  - Code of Conduct;
  - Privacy and documentation;
  - Student rights and responsibilities;
  - [Name of Institution]' rules, regulations, policies;
  - Procedures and by-laws;
  - Identification;
  - Documentation;
  - Workplace health and safety; and
  - Cultural diversity.
- 3.2 Provide students with access to necessary files, records and other **relevant** information of the Work Placement Provider for planned, supervised workplace learning placement, in order to perform the tasks and duties identified in the workplace learning placement documentation and agreement.
- 3.3 Provide the necessary supervision and evaluation of students during the workplace learning placement.
- 3.4 Make available to RCDC staff and students, copies of relevant rules, regulations, policies, procedures and by-laws of the Work Placement Provider relevant to the placement.
- 3.5 Inform RCDC of any breaches of rules, regulations, policies, procedures or by-laws of the Work Placement Provider in sufficient time to enable RCDC to take appropriate action.

- 3.6 Be responsible for the provision of consumables required by students during the period of placement.
- 3.7 Provide access to suitable and adequate facilities and equipment necessary for the student to perform their placement tasks.
- 3.8 Be entitled to take measures to ensure that students and RCDC staff are competent to perform tasks and that they conduct themselves in a safe, professional manner when dealing with clients and Work Placement Provider staff.

#### **4 RESPONSIBILITIES OF RCDC**

RCDC will:

- 4.1 Ensure their staff has adequate qualifications, knowledge, skills and experience to provide appropriate support to the student and the Work Placement Provider.
- 4.2 Ensure that students have completed the RCDC Pre-placement Procedures and that they appropriate level of knowledge and skills to perform and learn at an appropriate level in the work placement.
- 4.3 Be responsible for the interpretation of all relevant matters relating to the course or subject as may be required by the Work Placement Provider.
- 4.4 Provide the Work Placement Provider, within a reasonable time before the placement, with all necessary course documentation detailing subject outline, placement objectives, tasks to be undertaken, and assessment criteria for each student undertaking placement within their workplace.
- 4.5 Provide contact details of the RCDC Workplace Learning Supervisor responsible for each student so that any Work Placement Provider staff may receive a prompt response to any issues arising during the course of placement.

#### **5 BREACHES OF RESPONSIBILITY AND INAPPROPRIATE ACTS BY RCDC STAFF AND STUDENTS**

- 5.1 If a Work Placement Provider's representative reasonably believes that an RCDC staff member or student may have breached their responsibilities or acted inappropriately, the representative must, as soon as practicable, notify RCDC of the identity of the student or staff member involved and provide details of the incident(s) and their concerns.
- 5.2 Nothing in this clause or this Agreement derogates from the right of the Work Placement Provider to immediately remove any student if it is reasonable to do so having regard for the Work Placement Provider's duty of care to its clients, staff and visitors.
- 5.3 If a student is removed for disciplinary reasons, the Work Placement Provider must inform RCDC of such removal and the reasons for doing so by close of business the next working day. If RCDC disagrees with the removal, the matter must be dealt with in accordance with clause 8.

#### **6 PARTIES' REPRESENTATIVE**

- 6.1 Each party must appoint one of its staff to be its authorised representative. This person is the authorised representative of the party for all purposes connected with this Agreement.
- 6.2 At the date of entering into this Agreement:

- a) The RCDC representative is the person named in item 5 of Schedule 2; and
- b) The Work Placement Provider representative is the person named in item 6 of Schedule 2.

## **7 DISPUTE RESOLUTION**

- 7.1 If there is a dispute between the parties they must first use their best endeavours to resolve the dispute amicably.
- 7.2 If the parties fail to settle the dispute within 14 days of it first arising, they must refer the dispute for mediation to a person appointed by agreement between the parties who has at least two years of experience as a mediator.
- 7.3 The parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within 30 days of his or her appointment.
- 7.4 The fees of the mediator will be paid by both parties in the proportion determined by the mediator.
- 7.5 Referral of a dispute for mediation under the preceding clause will not prevent a Party from undertaking injunctive proceedings in court in relation to this Agreement.

## **8 INDEMNITY**

- 8.1 Each party (the “indemnifier”) must at all times indemnify and hold harmless the other party, its officers, employees and agents (“those indemnified”) from and against:
  - a) all losses suffered by the indemnified;
  - b) all liabilities incurred by the indemnified;
  - c) all legal costs (on a solicitor and own client or full indemnity basis, whichever is the greater) and other costs and expenses incurred by the indemnified in connection with a demand, proceeding or mediation, arising directly or indirectly as a result of, or in connection with, the indemnifier’s, or its officers, employees, agents or subcontractors;
  - d) negligence;
  - e) unlawful act or omission; or
  - f) breach or non-performance of any obligation under the Agreement, in carrying out or in connection with the Agreement.

## **9 INSURANCE**

- 9.1 RCDC maintains an Insurance Policy covering Student Personal Accident and Public Liability for enrolled students undertaking unpaid Work Integrated Learning placements. RCDC’s Financial Services administers this Policy.

Students undertaking paid workplace placements are covered by the work placement provider’s insurance.

## **10 INTELLECTUAL PROPERTY**

- 10.1 The ownership and exploitation (if any) of any intellectual property developed by either party separately or both parties jointly will be governed by separate agreement.

## **11 NOTICES**

- 11.1 Either party may give the other party a notice under this Agreement by delivering, faxing or posting it to the attention of the party's Representative.
- 11.2 A notice sent by post is to be treated as given 2 business days after the notice was posted.
- 11.3 A notice sent by fax is to be treated as given as soon as the sender receives an error free transmission report.
- 11.3 If a notice is received outside the normal business hours of the person to whom it is sent, the notice is to be treated as having been given at the beginning of business on the next business day.

## **12 SEVERABILITY**

- 12.1 If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed (struck) from this Agreement. The rest of this Agreement is not affected.

## **13 PARTIES RELATIONSHIP**

- 13.1 Each party agrees to not represent itself, and will ensure that any employees or agents do not represent themselves as being employees, partners or agents of the other party.
- 13.2 Nothing in this Agreement will constitute either party, the employee, partner, agent, representative, trustee or joint venturer of the other.

## **14 ASSIGNMENT**

- 14.1 RCDC cannot, without the prior approval of the Work Placement Provider, assign its rights or obligations under this Agreement.

## **15 VARIATION**

- 15.1 This Agreement may only be varied by agreement in writing by both parties.

## **16 WHOLE AGREEMENT**

- 16.1 This Agreement records the entire arrangement between the parties.

## **17 APPLICABLE LAW & JURISDICTION**

- 17.1 The laws of New South Wales govern the interpretation of this Agreement and the parties submit to the jurisdiction of the courts of that State.

**EXECUTED AS AN AGREEMENT**

**SIGNED FOR AND ON BEHALF OF [Insert Name of Placement Provider]**

Signature: .....

Name:

Position:

Date:

In the presence of:

Signature: .....

Name:

Date:

**SIGNED FOR AND ON BEHALF OF [Insert Name of Program]**

Signature: .....

Program Director or Delegate

Name:

Position:

Date:

In the presence of:

Signature: .....

Name:

Date:

## **SCHEDULE 1**

This Schedule comprises details of RCDC placement student[s].

## **SCHEDULE 2**

Item 1 Name of Program/ Name of subject:

Item 2 Period for which placements are available:

Item 3 Commencement of Agreement date:

3.1 The Agreement remains current for 12 months from the commencement date.

Item 4 RCDC representative (name):

Item 5 Work Placement Provider representative (name):

Item 6 RCDC contact details for service of notices and correspondence: