

FACULTY OF HUMANITIES FIELDWORK AGREEMENT



1. INTRODUCTION

1.1 The purpose of this agreement is to ensure Curtin students have adequate access to the organisations' facilities and resources essential to support their learning during a professional practice placement. The Agreement is between the Curtin University and _____ ("the Organisation").

1.2 Basis for the Agreement - The parties have entered into this Agreement to agree on principles, roles and responsibilities required to support Curtin students and ensure quality learning outcomes.

1.3 The term of this Agreement is for a period of five (5) years commencing on the date of execution.

2. ADMINISTRATION OF THE AGREEMENT

The organisation and Curtin shall each nominate relevant persons to liaise with the student/s while on professional practice.

3. ACCESS

3.1 The Organisation will provide relevant policies, regulations, rules, procedure manuals and directions for the use of equipment to Curtin staff and students. It is the responsibility of staff and students to read and understand relevant documents.

3.2 Emergency care for Curtin staff and students in case of accident or illness will be provided by the Organisation under the usual conditions relating to such visiting personnel.

4. COURSE CONTENT/PROGRAMS/ ASSESSMENT

4.1 The administration and development of course content, learning experiences and assessment design will be the responsibility of Curtin. Curtin staff may work collaboratively with host organisations to ensure currency of content.

4.2 The nominated supervisor from the Organisation will provide support and feedback for students undertaking a professional practice placement.

5. RESEARCH PROJECTS

Any student research project or data collection that involves the Organisation, its staff or clients will require the prior approval of the Organisation and the appropriate Curtin ethics committee.

6. RESOURCE MATERIAL

By arrangement with the Organisation, library and/or other resource material as appropriate will be accessible to Curtin staff and students during the period of practice.

7. SUPERNUMERARY STATUS OF STUDENTS

Students on clinical/professional practice will be supernumerary to the Organisation's staff establishment.

8. LEGAL RESPONSIBILITIES

8.1 While on the premises of the Organisation for professional practice, and subject to the clause 12.1, Curtin staff and students will remain the legal responsibility of Curtin.

8.2 The Organisation, its employees and agents will not be liable to Curtin or its students or staff in respect to any loss, damage or injury suffered by Curtin students or staff while on the Organisation's premises, subject to clause 12.1 and except in the case of negligence by the Organisation or a breach by the Organisation of its obligations under this Agreement.

8.3 Curtin ("the Indemnitor") will indemnify the Organisation, its employees and agents ("the Indemnitee") from and against

all legal liability, actions suits, proceedings, claims, demands, costs and expenses which may arise or be made or taken against any one or more of Curtin students or staff in respect of a negligent act or omission while at the Indemnitee's premises for the purposes of undertaking professional practice under this Agreement.

8.4 The indemnity given by the Indemnitor pursuant to clause 8.3 will be reduced proportionately to the extent that any negligent act or omission of the Indemnitee may have contributed to any legal liability, actions, suits, proceedings, claims, damaged, loss or expenses arising under this Agreement.

9. RISK ASSESSMENT

Curtin in collaboration with the Organisation, will identify risks and mitigation strategies associated with the professional practice. The Organisation will be required to identify and manage risks relevant to the Organisation's site.

10. INSURANCE

Curtin warrants that it has Public Liability Insurance and Personal Accident Insurance applicable to its students undertaking the professional practice. The Organisation warrants that it has Public Liability Insurance and Workers Compensation Insurance for its officers, employees, and agents. Each Agency shall provide a copy of the relevant Certificates of Currency for these Insurance Policies on request.

11. PROFESSIONAL SERVICES

11.1 At all times it is intended that the students will provide professional services to the level of their learning. Curtin staff will acquaint the relevant Organisation personnel with the students' levels of learning and those aspects of professional service for which the students have not been prepared or are unable to perform.

11.2 The responsibility for duty of care to clients lies with the Organisation. Curtin students and staff will abide by the Organisation's decisions regarding clients.

11.3 Curtin students and staff will maintain confidentiality of information belonging to the Organisation. They will be required to comply with the Organisation's standing orders in relation to the Organisation's confidentiality policy. This may involve completion of the Organisation's "Declaration of Confidentiality", upon commencement of their professional placement.

12. DISCIPLINE OF STUDENTS

12.1 While on the Organisation site, Curtin students will be required to observe by-laws and rules of the Organisation. Curtin students will be expected to be familiar with and conform to safety procedures such as security/fire and safety regulations. Notwithstanding the foregoing, Curtin students will not be required to observe and such by-laws, rules, procedures which have not been expressly communicated to them by the Organisation.

12.2 Curtin staff will support and facilitate student learning in collaboration with the Organisation and in compliance with policies, rules and regulations of the Organisation.

12.3 Any matters of student discipline will be referred to Curtin staff and will be dealt with by Curtin according to its disciplinary policy and procedures.

12.4 While undertaking professional practice, Curtin students will at all times abide by the relevant Curtin policies and procedures pertaining to academic and professional practice

programs which have been made known to the students. Curtin does not warrant or represent that its students have been notified of or made aware of any or all such policies and procedures.

13. ORIENTATION

Curtin and the Organisation will arrange appropriate orientation/induction of Curtin staff and students prior to commencing the professional placement. Responsibility for the induction of Curtin staff and students with respect to security, emergency and safety policies and procedures will rest with the Organisation. Curtin staff and students will be responsible for familiarising themselves with these procedures.

14. REVIEW AND VARIATION TO TERMS OF AGREEMENT

14.1 The matters contained in the Agreement will be reviewed every two (2) years or at other times by mutual agreement of the parties

14.2 The parties acknowledge that:

- (a) it is not possible for all conditions, circumstances and contingencies to be put in writing in advance;
- (b) they will each in appropriate circumstances be reasonable in seeking to vary the terms of the Agreement and have the variation documented in writing and signed by an authorised signatory of both parties;
- (c) three (3) months written notice by either party is required to terminate this Agreement; and
- (d) each party enters into this Agreement as an independent contractor.

15. PRIVACY

The Organisation agrees to:

- (a) comply with and ensure compliance with those provisions of the Privacy Act as if it were an agency bound by that Act concerning the security, use and disclosure of information to which a Party is subject in respect of that information and which affects this Agreement or any similar legislation applicable from time to time in Western Australia;
- (b) comply with Curtin's privacy statement: <https://informationmanagement.curtin.edu.au/privacy>;
- (c) implement appropriate security measures to ensure that personal information held in connection with this Agreement is protected against loss and against unauthorized access, use, modification, disclosure or other misuse;
- (d) refrain from transmitting personal information to a jurisdiction outside Australia without the prior express consent of Curtin (which consent to be granted or withheld at Curtin's sole discretion); and
- (e) indemnify Curtin for any breaches of personal information.

16. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING PROFESSIONAL PRACTICE

Under Curtin's 'Intellectual Property: Ownership and Commercialisation Policy and Procedures' students normally own the copyright in assignments, reports, theses, etc. that they produce as part of their University course. However, when students undertake professional practice there may be circumstances where the host organisation seeks to assume

ownership of any Intellectual Property (IP) that is produced in the course of the professional practice. Materials produced by students during professional practice might include manuals, brochures, training packages, worksheets, or a variety of other publications or resources.

Organisations may claim ownership on the grounds that they generally initiate and provide ongoing support, resources and supervision for work-related projects which students undertake as part of their professional practice. Students retain the right to submit assignments completed during the professional practice for assessment purposes.

Under 'moral rights' provisions of the Copyright Act 1968 students are entitled to be attributed as the creators of original materials that they produce as part of their professional practice. This means that students should receive credit or acknowledgement, regardless of whether it has been determined that the host organisation owns the IP in the work.

17. COMPLIANCE WITH LAWS

The parties will comply with all relevant State and Federal laws applicable to this Agreement.

Signed on behalf of **CURTIN UNIVERSITY** through its Faculty of Humanities by:

Head of School, Faculty of Humanities

Date: ____ / ____ / ____

Partner organisation: _____

Address: _____

ABN: _____

Authorised employee name: _____

Title/position: _____

Email contact: _____

Phone contact: _____

Signature: _____

Date: ____ / ____ / ____