



FACULTY OF HUMANITIES FIELDWORK AGREEMENT

This Agreement is made on the date that it is executed by Organisation.

CURTIN UNIVERSITY (ABN 99 143 842 569) established and incorporated by the *Curtin University Act 1966* and situated at Kent Street, Bentley, WA (*Curtin*)

and

The organisation named in the Execution Schedule (**Organisation**).

1. PURPOSE

- (a) The purpose of this agreement is to ensure Curtin students (**Students**) have adequate access to the Organisation's facilities and resources essential to support their learning during an integrated professional practice placement at the Organisation (**Placement**).
- (b) The Parties have entered into this Agreement to agree on principles, roles and responsibilities required to support Students and ensure quality learning outcomes.

2. LIAISON

The Organisation and Curtin will each nominate a liaison person to liaise with Students and each other as necessary during the Placement. The Organisation must also nominate a supervisor (who may be the same as their liaison person) to provide support and feedback for Students during the Placement.

3. COURSE CONTENT / PROGRAMS/ ASSESSMENT

- (a) Curtin is responsible for the creation, administration and development of course content, learning experiences and assessments. Curtin staff may work collaboratively with the Organisation to ensure currency of content.
- (b) Curtin staff will support and facilitate the Students' learning in collaboration with the Organisation and in compliance with the Organisation's policies and procedures.

4. POLICIES AND PROCEDURES

- (a) During the Placement, Curtin staff and Students remain subject to Curtin policies and procedures.
- (b) The Organisation will provide Curtin staff and Students with:
 - (i) relevant policies, regulations, rules, procedure manuals and directions for the use of equipment;
 - (ii) appropriate orientation with respect to security, emergency and safety policies and procedures.
- (c) Curtin staff and Students must familiarise themselves with and observe the policies and procedures that have been expressly communicated to them by the Organisation.
- (d) If an accident or illness occurs during a Placement, the Organisation will provide emergency care for Curtin staff and Students in accordance with the Organisation's usual procedures for visitors.
- (e) The responsibility for duty of care to any clients lies with the Organisation. Students and Curtin staff will abide by the Organisation's decisions and lawful directions regarding clients.
- (f) The Organisation will refer any matter of Student discipline to Curtin and agrees that Curtin will be

responsible for handling the matter according to Curtin's disciplinary policy and procedures.

5. INDEMNITIES

- (a) The Organisation, its employees and agents will not be liable to Curtin or its Students or staff in respect of any loss, damage or injury suffered by any Student or Curtin staff during the Placement, except in the case of negligence by the Organisation or a breach by the Organisation of its obligations under this Agreement.
- (b) Curtin will indemnify the Organisation, its employees and agents from and against all legal liability, actions, suits, proceedings, claims, demands, costs and expenses which may arise or be made or taken against the Organisation in respect of any negligent act or omission by any one or more Student or Curtin staff during the Placement.
- (c) The indemnity given by Curtin under clause 5(b) will be reduced proportionately to the extent that any negligent act or omission of the Organisation may have contributed to any legal liability, actions, suits, proceedings, claims, damaged, loss or expenses arising under this Agreement.

6. RISK ASSESSMENT

- (a) Curtin, in collaboration with the Organisation, will identify risks and mitigation strategies associated with the Placement. The Organisation will be required to identify and manage risks relevant to the Organisation's site.
- (b) The Organisation must notify Curtin of a notifiable incident (within the meaning of the relevant work health and safety legislation) that relates to a Student at the Placement, immediately and within 2 hours at the latest.

7. PROFESSIONAL SERVICES

- (a) At all times during the Placement, the Parties intend that 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.
- (b) Curtin and the Organisation agree that Students are supernumerary and not counted in the staffing roster of the Organisation during the Placement.

8. INSURANCE

Curtin warrants that it has public liability and personal accident insurance applicable to its Students. The Organisation warrants that it has public liability insurance and workers compensation insurance for its officers, employees, and agents. Each Party will provide a copy of the relevant Certificates of Currency for these insurance policies to the other Party on request.

9. TERM, REVIEW AND VARIATION

- (a) The term of this Agreement is for [5 years] commencing on the date of execution by the Organisation.
- (b) The Parties will review this Agreement every 2 years or at other times by mutual agreement of the Parties.
- (c) The Parties may vary the terms of this Agreement by mutual agreement in writing, signed by an authorised signatory of both Parties.
- (d) Either Party may terminate this Agreement by giving the other Party 3 months' written notice.

10. CONFIDENTIALITY AND PRIVACY

- (a) Curtin staff and Students will maintain confidentiality of information belonging to the Organisation and will comply with the Organisation’s requirements in relation to confidentiality including executing any relevant undertaking on confidentiality required by the Organisation.
- (b) In relation to any personal information or data connected to the Placement or this Agreement, the Organisation will:
 - (i) Comply with the provisions of the *Privacy Act 1988* (Cth) as if it were an agency bound by that Act.
 - (ii) Implement appropriate security measures to ensure that personal information and data is protected against loss and against unauthorised access, use, modification, disclosure or other misuse.
 - (iii) Notify Curtin as soon as reasonably practicable of any unauthorised disclosure or potential disclosure of any personal information or data.
 - (iv) Refrain from transmitting personal information relevant to this Agreement outside of Australia without the prior express consent of Curtin.
 - (v) Indemnify Curtin for any breaches of this clause by the Organisation, its employees or agents.
- (c) The privacy obligations will survive the expiry or termination of this Agreement.

11. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING PLACEMENT

- (a) Under Curtin’s Intellectual Property Policy and Procedures, Students normally own the copyright in assignments, reports, theses and other documents that they produce as part of their Curtin course.
- (b) The Organisation may seek to assume ownership of any intellectual property produced by Students during the Placement (***Material***) because the Organisation initiates and provides ongoing support, resources and supervision for work-related projects which Students undertake as part of the Placement.
- (c) The Organisation acknowledges and agrees that Students retain the right to submit assignments completed during the Placement for assessment purposes and that under ‘moral rights’ provisions of the *Copyright Act 1968* (Cth), Students are entitled to be attributed as the creators of original Material that they produce as part of the Placement. This means that Students should receive credit or acknowledgement, regardless of whether the Organisation has assumed ownership of the intellectual property in the Material.

12. RESEARCH PROJECTS

Any Student research project or data collection that involves the Organisation, its staff or clients requires the prior approval of the Organisation and the relevant Curtin Ethics Committee.

13. RESOURCE MATERIAL

By arrangement with the Organisation, the Organisation’s library and other resource material will be accessible to Curtin staff and Students during the Placement.

14. GENERAL

- (a) Each Party enters into this Agreement as an independent contractor.
- (b) The Parties will comply with all relevant state and federal laws of Australia applicable to this Agreement, including but not limited to the *State Records Act 2000* (WA).
- (c) The Organisation must obtain and at all times maintain all necessary licences and consents, and comply with all

applicable laws, statutes, regulations and codes relating to anti-bribery, improper payments and modern slavery including but not limited to the *Criminal Code Act 1995* (Cth) and the *Modern Slavery Act 2018* (Cth).

- (d) The Parties can sign this Agreement in any number of counterparts and the counterparts taken together will form one Agreement.
- (e) This Agreement will be governed and construed according to the laws of Western Australia, and the Parties irrevocably submit to the exclusive jurisdiction of the courts there with respect to all matters arising under or relating to this Agreement.


EXECUTION SCHEDULE

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

Head of School, Faculty of Humanities

Date: ____ / ____ / ____

Signed on behalf of:

| | |
|------------------------------------|--|
| Organisation Name, Address and ABN | |
| Signature: |  |
| Authorised employee: | Name: Title: Email: Telephone: |
| Date: | |