

1. INTRODUCTION

1.1 This Agreement is intended to deal with the use by Curtin University through the Centre for Human Rights Education ("Curtin") and ("the Agency") of the Agency's professional practice facilities and resources essential to the delivery of education programs conducted by Curtin.

1.2 Basis for the Agreement - The parties hereto have entered into this Agreement to set down certain agreed principles and details involving the practice facilities/resources to be utilised by Curtin students.

1.3 The term of this Agreement is for a period of two (2) years commencing on the date of execution.

2. OBJECT OF THE AGREEMENT

The object is to ensure that Curtin students have adequate access to an Agency's facilities for professional practice as an essential part of their course work while maintaining proper standards of professional conduct and to define the responsibilities of Curtin, the Agency and the student.

3. ADMINISTRATION OF THE AGREEMENT

The Agency and Curtin shall each nominate relevant persons to coordinate specific student programs in the Agency.

4. ACCESS

4.1 The numbers of students in designated practice areas and times of attendance by students shall be mutually agreed by the Agency and Curtin having regard for the effective and efficient operation of the Agency and Curtin teaching programs.

4.2 The Agency will make available copies of the relevant policies, regulations, rules, procedure manuals and directions for the use of equipment to Curtin staff and students. It is the responsibility of students and staff to read and understand relevant documents.

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

4.4 Access to any available conference room space, areas for discussion or interviewing will be made by the Agency where possible, according to Agency booking procedures.

5. COURSE CONTENT/PROGRAMS/ ASSESSMENT

5.1 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.

5.2 The Agency supervisor will provide support and feedback for students undertaking a professional practice placement.

6. RESEARCH PROJECTS

Any student research project or survey which involves the Agency, its staff or clients will require the prior approval of the Agency and the appropriate Curtin ethics committee.

7. RESOURCE MATERIAL

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

8. SUPERNUMERARY STATUS OF STUDENTS

Students on professional practice will be supernumerary to the Agency's staff establishment.

9. LEGAL RESPONSIBILITIES

9.1 While on Agency premises for official professional practice Curtin staff and students will remain the legal responsibility of Curtin.

9.2 The Agency, the Agency board, its servants and agents will not be liable to Curtin or its student or staff in respect to any loss, damage or injury suffered by Curtin students or staff while on Agency premises, except in the case of negligence by the Agency.

9.3 Curtin will indemnify the Agency, its servants and agents against all legal liability, actions suits, proceeding, claims, demands, costs and expenses which may arise. In respect of any negligent act or omission on the part of Curtin students or staff while on the Agency premises for the purpose of professional practice relating to this Agreement unless such liability, actions, suits, proceedings, claims, demands, costs and expenses arise or are contributed to from any negligent act or omission by the Agency or any of its servants or agents.

10. RISK ASSESSMENT

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

11. INSURANCE

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

12. PROFESSIONAL SERVICES

12.1 At all times students will provide professional services to the level of their learning. Curtin staff must acquaint the relevant Agency personnel with the students' levels of learning and those aspects of professional service for which the students have been prepared or are able to perform.

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

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

13. DISCIPLINE OF STUDENTS

13.1 While on the Agency site, Curtin students will be required to observe by-laws and rules of the Agency. Curtin students will be expected to be familiar with and conform to safety procedures such as the Agency security/fire and safety regulations.

13.2 Curtin staff will support and facilitate student learning in collaboration with the Agency and in compliance with Agency policies, rules and regulations.

CENTRE FOR HUMAN RIGHTS EDUCATION WORK INTEGRATED LEARNING FIELDWORK AGREEMENT



13.3 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.

13.4 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.

14. ORIENTATION

Curtin and the Agency will arrange appropriate orientation of Curtin staff and students.

15. IDENTIFICATION

Curtin staff and students will wear identification badges at all times while in the Agency, if required.

16. SECURITY AND FIRE SAFETY

Responsibility for induction of Curtin staff and students with respect to security, emergency and safety policies and procedures will rest with the Agency. Curtin staff and students will be responsible for familiarising themselves with these procedures.

17. PARKING

Curtin access to Agency car parking facilities will be determined on an agreed basis between Curtin and the Agency.

18. REVIEW AND VARIATION TO TERMS OF AGREEMENT

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

18.2 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) the Agreement shall continue in force until terminated by three (3) months written notice by either party; and
- (d) each party enters into this Agreement as an independent contractor.

19. PRIVACY CLAUSE

The Agency agrees to:

- (a) to comply with and ensure compliance with those provisions of the Privacy Act as if it were an agency bound by that Act concerning security, use and disclosure of information to which a Party is subject in respect of that information and which affects the Services or any similar legislation applicable from time to time in Western Australia;
- (b) to comply with Curtin's privacy statement <http://rim.curtin.edu.au/privacy/>;
- (c) to 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 of other misuse;
- (d) to 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.

20. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING PROFESSIONAL PRACTICE

20.1 Under Curtin's 'Intellectual Property: Ownership and Commercialisation Policy and Procedures' students normally own the copyright in assignments, reports and theses 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 while on professional practice. Materials produced by students during professional practice might include manuals, brochures, training packages, worksheets, or a variety of other publications or resources.

20.2 Host 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.

20.3 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.

Signed on behalf of **CURTIN UNIVERSITY** through the Centre for Human Rights Education by:

Professor Baden Offord
Director Centre for Human Rights Education
Faculty of Humanities
Curtin University

Date: _____ / _____ / _____

Partner organisation

Company Name	
ABN	
Address	
E-mail	
Phone	
Authorised employee name	
Employee title/position	
Signature	
Date	