1. INTRODUCTION
	1. This Agreement is intended to deal with the use by Curtin University through the Faculty of Business & Law (“Curtin”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Company”) of the Company’s professional practice facilities and resources essential to the delivery of education programs conducted by Curtin.
	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.
	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 Company facilities for professional practice placements, as an essential part of their course work, while maintaining proper standards of professional conduct and to define the responsibilities of Curtin, the Company and the student.

1. ADMINISTRATION OF THE AGREEMENT

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

1. ACCESS
	1. The numbers of students in designated practice areas and times of attendance by students shall be mutually agreed by the Company and Curtin, having regard for the effective and efficient operation of the Company and Curtin teaching programs.
	2. The Company 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.
	3. Emergency care for Curtin staff and students in case of accident or illness will be provided by the Company under the usual conditions relating to visiting personnel.
	4. Access to any available conference room space, areas for discussion or interviewing will be made by the Company where possible, according to Company booking procedures.
2. COURSE CONTENT/PROGRAMS/ ASSESSMENT
	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.
	2. The Company supervisor/mentor will provide support and feedback for students undertaking a professional practice placement.
3. **RESEARCH PROJECTS**

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

1. **RESOURCE MATERIAL**

By arrangement with the Company, 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 Company.

1. **SUPERNUMERARY STATUS OF STUDENTS**

Students on professional practice will be supernumerary to the Company’s staff establishment.

1. **LEGAL RESPONSIBILITIES**
	1. While on Company premises for professional practice Curtin staff and students will remain at all times the legal responsibility of Curtin.
	2. The Company, the Company board, its employees 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 Company premises, except in the case of negligence by the Company.

9.3 Curtin (“the Indemnitor”) will indemnify the Company , 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.

9.4 The indemnity given by the Indemnitor pursuant to clause 9.3 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.

1. **RISK ASSESSMENT**

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

1. **INSURANCE**

Curtin warrants that it has Public Liability Insurance and Personal Accident Insurance applicable to its students undertaking the professional practice. The Company 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.

1. **PROFESSIONAL SERVICE**
	1. At all times students will provide professional services to the level of their learning. Curtin staff must acquaint the relevant Company 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.
	2. The responsibility for duty of care to clients lies with the Company. Curtin students and staff will abide by the Company’s decisions regarding clients.
	3. Curtin students and staff will maintain confidentiality of client information and sensitive organisation Intellectual Properties. They will be required to comply with the Company’s standing orders in relation to the Company’s confidentiality policy. This may involve completion of the Company’s “Declaration of Confidentiality,” upon commencement of their professional practice.
2. **DISCIPLINE OF STUDENTS**
	1. While on the Company site, Curtin students will be required to observe appropriate by-laws and rules of the Company. Curtin students will be expected to be familiar with and conform to safety procedures such as the Company security/fire and safety regulations.
	2. Curtin staff will support and facilitate student learning in collaboration with the Company and in compliance with Company policies, rules and regulations.
	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.
	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.
3. **ORIENTATION**

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

1. **IDENTIFICATION**

Curtin staff and students will wear identification badges while in the Company, if required.

1. **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 Company. Curtin staff and students will be responsible for familiarising themselves with these procedures.

1. **PARKING**

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

1. **REVIEW AND VARIATION TO TERMS OF AGREEMENT**

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

The parties acknowledge that:

1. It is not possible for all conditions, circumstances and contingencies to be put in writing in advance;
2. 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;
3. The Agreement shall continue in force until terminated by three (3) months written notice by either party; and
4. Each party enters into this Agreement as an independent contractor.
5. **PRIVACY CLAUSE**

The Company agrees to:

1. to comply with and ensure compliance with those provisions of the Privacy Act as if it were a Company 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 the Services or any similar legislation applicable from time to time in Western Australia;
2. to comply with Curtin’s privacy statement <https://informationmanagement.curtin.edu.au/privacy>;
3. 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 or other misuse;
4. 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
5. indemnify Curtin for any breaches of personal information.
6. **OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING FIELDWORK PLACEMENTS**

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.

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.

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 placement. This means that students should receive a credit or acknowledgement, regardless of whether it has been determined that the host organisation owns the IP in the work.

1. **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 the Faculty of Business & Law by:

Head of School

Faculty of Business & Law

Date: / /

Partner organisation:

Employee name:

Employee title / position:

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Signature:

Date: / /