



Student Placement Agreement

between

**[Insert Public Health Organisation name, address and ABN details]
(as 'Public Health Organisation')**

and

**[Insert Institution name, address and ABN details]
(as 'Institution')**

Collectively known as 'the Parties'

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RECITALS

- A. The Institution delivers education and training for certain occupations that are employed within the NSW public health system
- B. The Public Health Organisation provides Students of the Institution with placements in the NSW public health system for the purpose of supervised practical experience for their education and learning.
- C. The parties enter into this Agreement for the purposes of:
 - a) Specifying the terms and conditions under which Students of the Institution may be placed at Facilities of the Public Health Organisation for the purpose of supervised practical experience for their education and learning;
 - b) Working collaboratively for mutual benefit;
 - c) Specifying areas of engagement between the Parties; and
 - d) Providing a mechanism for resolving any disputes which may arise concerning the matters dealt with in this Agreement.
- D. The Parties subscribe to the philosophy of educating Students in health-related occupation qualifications and recognise the importance of practical experience in this area, and in particular note that:
 - i. A primary role of the Public Health Organisation is to provide health services in a safe and appropriate manner;
 - ii. A primary role of the Institution is to provide education and research; and
 - iii. Both Parties have responsibility for education and research to support the development of a sustainable health workforce.
- E. The Parties recognise the benefits that Students can bring to the NSW public health system, including the identification of opportunities to improve the quality of patient care and service delivery.
- F. The Parties further acknowledge the contribution made by the Public Health Organisation through the supervision of Students during placements and the provision of access to facilities in which such Students are placed.
- G. The Parties acknowledge that a Student Placement Agreement must be validly executed, including populated Schedules, prior to a Student commencing a Student Placement.

1. SCOPE OF THIS AGREEMENT

1.1. This Agreement applies to Student Placements for people enrolled in a Course at an Institution for which a placement of some description is required for successful awarding of the qualification (**Student**).

Students who are not enrolled in a qualification referred to in 1.1 but who are undertaking an elective unit or units of study within an Institution which requires a Student Placement within a Public Health Organisation.

1.2. Whether or not to agree to a Student Placement for a particular Student is at the sole discretion of the Public Health Organisation, taking into account factors such as what qualification the Student is undertaking, the clinical needs of the Public Health Organisation and any other resourcing issues.

Notwithstanding **Clause 1.1**, this Agreement does not apply to:

- a) A person on Student Placement while undertaking a course as part of their employment by the Public Health Organisation;
- b) Trainees who are employed by the Public Health Organisation; or
- c) Students studying higher degrees by research, such as Masters by Research and Doctorates.

2. DEFINITIONS AND INTERPRETATION

2.1. For the purpose of this Agreement:

Agreement means this agreement and includes any Schedules annexed to it.

Authorised Officer means the person nominated in **Schedule 1** of this Agreement. For the:

- a) Public Health Organisation, the Chief Executive or delegate,
- b) Institution, when it is a University, the Vice-Chancellor or delegate,
- c) Institution, when it is an Institute of Technical and Further Education (TAFE), the Institute Director or delegate,
- d) Institution, when it is a Registered Training Organisation other than an Institute of Technical and Further Education, the Chief Executive/ Managing Director or delegate.

Australian Health Practitioner Regulation Agency (AHPRA) is the organisation responsible for the implementation of the National Registration and Accreditation Scheme across Australia.

Code of Conduct means the policy concerning the standard of conduct expected of Public Health Organisation and Institution Staff and Students during employment and Student Placement, respectively, issued from time to time by the NSW Ministry of Health which as at the date of this Agreement is embodied in NSW Health Policy Directive *PD2015_049 NSW Health Code of Conduct*.

Confidential Information means information of a Party whether verbal, written or in electronic form or some other form that:

- a) is confidential to either Party by its nature, including Patient Information;
- b) is designated by either Party as confidential; or
- c) the recipient of the information knows or ought to know is confidential to either Party, its agents or its advisers;

but does not include information that:

- d) is or becomes public knowledge, other than by breach of this Agreement or by any unlawful means; or
- e) is ascertainable through independent enquiries; or
- f) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority.

Course means a course of study leading to a qualification offered by the Institution as set out in **Schedule 1**, of which education in a clinical setting or non-clinical setting forms a part. The Course will be accredited with the relevant National body where required.

Course Materials means and includes data, manual, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, computer programs, software or learning aids.

Discipline Representative means the Staff members nominated by the Institution and the Public Health Organisation to administer each Student Placement for a Course pursuant to **Clause 9.5**.

Education means the delivery of education or training to Students in a Public Health Organisation. This can be in a clinical or non-clinical setting.

Existing Material means all material owned by or licensed to a Party prior to the date of this Agreement and includes developments or enhancements to such material created during the term of or as a result of this Agreement.

Facility means each hospital facility site or service of the Public Health Organisation specified in **Schedule 1**.

Facility Manager means the manager of a Facility or authorised delegate.

Institution means the party to this Agreement that is responsible for the delivery of training or Education. An Institution must be a:

- i. Registered Training Organisation registered with the Australian Skills Quality Authority; or
- ii. A University or Registered Training Organisation registered as a provider for the purposes of the Australian Tertiary Education Quality and Standards Agency.

Institution Staff means a person nominated, engaged by and reporting to the Institution and approved by the Public Health Organisation to provide education, supervision and assessment of Students on Student Placement and whose details have been notified to the Public Health Organisation in accordance with **Schedule 1**.

Intellectual Property Rights means all present and future registered and unregistered rights in relation to patents, copyright, designs, trademarks, inventions, trade secrets, Confidential Information, research, and all other intellectual property.

Joint Committee means the committee established by the Parties pursuant to **Clause 26.1** to discuss a dispute with the view to achieving a resolution of a dispute.

Liaison Officer means the person nominated as such by a Party pursuant to **clause 9.2**.

Orientation means any document or process intended to familiarise the Student with the various aspects of the workplace in which the Student Placement is being undertaken, including work health and safety requirements.

Patient means a person or persons who receive(s) a health care service provided by a Facility, including persons receiving health care services at a location other than the Facility, including without limitation, at a person's home.

Patient Information means Personal Information about a current or former Patient of the Public Health Organisation.

Personal Information means 'personal information' or 'health information' within the meaning of the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) and the relevant privacy principles contained in that legislation.

Public Health Organisation means the organisation responsible for the provision of one or more Student Placements. A Public Health Organisation is defined in section 7 of the *Health Services Act 1997* and includes Local Health Districts, Specialty Health Networks, St Vincent's Health Network and Statutory Health Corporations.

For the purpose of this Agreement, a Public Health Organisation also includes entities of the Health Administration Corporation established under the *Health Administration Act 1982* including NSW Health Pathology, NSW Ambulance, eHealth NSW, HealthShare NSW, Health Infrastructure and Health Protection NSW.

Public Health Organisation Staff means persons employed or contracted by the Public Health Organisation.

Registered Training Organisation (RTO) means an organisation that is registered to provide vocational education and training.

Student means any student identified in **Clause 1.1** of this Agreement.

Student Workplace Supervisor means a person nominated and employed or engaged by the Public Health Organisation pursuant to **Clause 5.1** to provide work based supervision to Students on Student Placement.

Student Placement means the provision of supervised practical experience, education or training that must be completed to satisfy awarding of the relevant qualification to the Student.

Student Placement Governance Committee means the committee formed pursuant to **Clause 8**.

Supervision means the organised and approved mentoring or preceptor (on-the-spot) education by a qualified person in a clinical setting or non-clinical setting for Students.

Vocational Education and Training (VET) means for the purposes of this Agreement a secondary and post-secondary school Vocational Education and Training program leading to a qualification within the Australian Qualifications Framework in a health-related vocational area.

2.2. Except where the context otherwise requires:

- a) clause headings are for convenience only and are not intended to affect the interpretation of this Agreement;
- b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;
- c) words in the singular include the plural and vice versa;
- d) all the provisions in any Schedule to this Agreement are incorporated in, and form part of, this Agreement and bind the Parties;
- e) the terms of this Agreement prevail to the extent of any inconsistency between that term and any Schedule to this Agreement;

- f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- g) statutes, regulations, ordinances or by-laws shall be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time.

3. TERM

3.1. This Agreement commences on the date of execution by both Parties, and continues for a maximum period of five years unless terminated earlier in accordance with **Clauses 27.1** or **27.2**.

Renewal Terms

3.2. No later than ninety (90) days prior to the expiration of the Agreement, the Parties may agree in writing to extend the Agreement on its current terms or on varied terms as agreed between the Parties. Such extension or renewal of this Agreement may be for a term of up to a maximum of five (5) years.

4. RESPONSIBILITIES OF THE PUBLIC HEALTH ORGANISATION

Access to Patients, Patient Information, Facilities and Equipment

4.1. It is the responsibility of the Public Health Organisation to provide access to Facilities to support Student Placement.

4.2. The Public Health Organisation will make available to Students and Institution Staff:

- a) reasonable access to Patients for the purpose of completing the Student Placement, subject to the authority of the Student Workplace Supervisor and Patient or guardian consent and the treatment needs of the Patient;
- b) such access to use and storage of Patient Information as is reasonably necessary for the completion of the Student Placement, provided such access use and storage of Patient Information (including on student's / Institution computers) is consistent with any NSW Ministry of Health and/or Public Health Organisation confidentiality guidelines, privacy policies and legislation;
- c) if the Public Health Organisation provides students with remote access to patient information the Public Health Organisation will ensure that students use secure means of information transmission and storage that comply with NSW Health policies and guidelines;
- d) if students communicate with staff or patients of the Public Health Organisation through a video conferencing platform the Public Health

Organisation will require students to use platforms that comply with NSW Health policies and guidelines;

- e) materials, equipment and amenities as reasonably required to undertake the Student Placement and enable Institution Staff to conduct Student Placement discussions, debriefings and conferences with their Students;
- f) access to library, email addresses, internet and other reference materials, where practicable; and
- g) locker, change room, dining facilities and parking, where practicable.

4.3. In making available the access, facilities and equipment provided under **Clauses 4.1 and 4.2**, the Public Health Organisation may impose such conditions as it considers reasonably appropriate.

Orientation and Induction

4.4. The Public Health Organisation will provide Students and Institution Staff with an Orientation to the Facility/Facilities where the Student will be undertaking the Student Placement and an induction to the procedures of the Public Health Organisation.

Policies and Procedures and mandatory training

4.5. The Public Health Organisation will make available to Students and Institution Staff its own and all relevant NSW Ministry of Health policies, guidelines and procedures. For the purposes of this Agreement, the relevant NSW Health policies include but are not limited to the following and as updated from time to time:

- a) Privacy Manual for Health Information
- b) Consent to Medical and Healthcare Treatment Manual
- c) Electronic Information Security (PD2020_046)
- d) Open Disclosure Policy (PD2014_028)
- e) Data collections – Disclosure of Unit Record Data for Research or Management of Health Services (PD2015_037)
- f) NSW Health Code of Conduct (PD2015_049)
- g) Occupational Assessment, Screening and Vaccination Against Specified Infectious Diseases (PD2020_017)
- h) Management of Health Care Workers with a blood borne virus and those doing exposure prone procedures (PD2019_026)
- i) Incident Management (PD2020_047)
- j) Working with Children Checks and Other Police Checks (PD2019_003)
- k) Clinical Placements in NSW Health Policy (PD2016_057)
- l) Guidelines for Clinical Placements in NSW Health (GL2016_028)
- m) NSW Health Video Conferencing ICT Platforms (HS20/4287)

Such policies, guidelines and procedures are available on the NSW Health website (<http://www.health.nsw.gov.au/>) or on the Public Health Organisation's website.

- 4.6. The Public Health Organisation will stipulate that the Student must complete certain endorsed state-wide mandatory training as provided by the Public Health Organisation within 30 days of commencement of the Student Placement, if not before.
- 4.7. The Public Health Organisation must not impose mandatory training requirements that are more onerous than those applicable to employees of the Public Health Organisation.

5. RESPONSIBILITIES OF THE INSTITUTION

Policies and Procedures and mandatory training

- 5.1. The Institution will take reasonable steps to ensure that all Students and Institution Staff are aware of and observe the policies, guidelines and procedures referred to in **Clause 4.5**.
- 5.2. The Institution will ensure that each Student is informed that it is a condition of the Student Placement that each Student signs a declaration to the effect that the Student has read, understands and will abide by the NSW Health Code of Conduct.
- 5.3. The Institution will inform its Students of the requirement to complete mandatory training stipulated in this Agreement.

Supervision and Teaching

- 5.4. The Institution is responsible for the oversight of the Education of its Students.
- 5.5. For the purposes of the Student Placements, the amount and nature of Supervision to be provided to each Student will be co-operatively determined between the Institution and the Public Health Organisation. This will take into account the individual educational needs of Students and the respective roles, where applicable, of Institution Staff and Student Workplace Supervisors.
- 5.6. Arrangements for Supervision are to be agreed between the Parties in operational **Schedule 1** or otherwise in writing in accordance with the timeframes specified in **Clauses 10.1 to 10.2**.
- 5.7. If the objectives of any Course are altered or if the level of Student competence varies, the Institution may review the level of Supervision required and submit any changes for approval to the relevant Liaison Officer, then escalate in accordance with **Clause 9.2** to the Student Placement Governance Committee if required.

- 5.8. The Institution will make available to Public Health Organisation Staff who are providing elements of Supervision in terms of **Clause 5.1**, reasonable access to Institution facilities such as library resources and internet access and any other privileges accorded to its own academic Staff which may assist Public Health Organisation Staff in their Supervision of Students and contribute to their professional development.
- 5.9. Such access will be subject to the Institution's usual rules, requirements, policies and procedures applying to the access and use by the Institution Staff of such facilities and to any restrictions required by law/or agreements with third parties as to use of and access to such facilities.
- 5.10. The Institution may, from time to time and subject to available resources, provide access to training to Student Workplace Supervisors.
- 5.11. The Institution upon request of the Public Health Organisation will provide written and verbal feedback to Institution Staff so as to assist them in improving their Supervision of Students and in recognition of their knowledge skills and contribution to the Supervision of Students.

ClinConnect

- 5.12. The Institution acknowledges that bookings for all Student Placements will be made through ClinConnect and will be subject to the state-wide ClinConnect Business Rules as outlined in the Clinical Placements in NSW Health Policy Directive (PD2013_015) and Guidelines (GL2016_028). The Institution is responsible for entering details into ClinConnect prior to the commencement of the Student Placement. These details may change from time to time in accordance with policy changes but may include:

- Placement details (dates, location, expected attendance pattern, level of study)
- Supervision arrangements
- Student names
- Relevant Learning Assessment Tools to be used where NSW Health staff are undertaking assessment

The Parties may also agree to include other information relevant to Student Placements including whether late changes to Placements will be allowed and the timeframes for instances such as student swaps and new placements. These are to be agreed between the Parties in Operational **Schedule 1**.

Student Assessment

- 5.13. The Institution is responsible for the clinical and other Education of Students on Student Placement, including all learning outcomes and assessments.

5.14. Notwithstanding **Clause 5.13**, Student Workplace Supervisors or other relevant Public Health Organisational Staff, may report on a Student's performance using Institution based assessments, practical skills, learning, knowledge and/or development against learning objectives of the student placement;

Administration and Conduct of the Course during Student Placement

5.15. Subject to any provisions of this Agreement to the contrary, the Institution will be responsible for the administration and conduct of the Course, including Student guidance, counselling and discipline and, where necessary, the exclusion of Students or Institution Staff from the Student Placement.

5.16. The Institution is responsible for ensuring that Institution Staff have appropriate qualifications and experience to fulfil their obligations under this Agreement.

Access to Patients and Patient Information

5.17. The Institution acknowledges and agrees that:

- a) a Student's access to Patients, including conversations, recordings, and the transfer and storage of Patient Information, remains subject to the Public Health Organisation's duty of confidentiality to its Patients as well as the relevant privacy policies and legislation;
- b) a Student may only participate in the delivery of health care or treatment as instructed by their Institution Staff or Student Workplace Supervisor at levels commensurate with the stage of preparation and progress in their Course;
- c) a Student's practice must be supervised by the Institution Staff or Student Workplace Supervisor in accordance with this Agreement at the level determined by such Institution Staff or Student Workplace Supervisor to be necessary to ensure that the care offered to Patients is safe and at an adequate standard;
- d) the management, control and treatment of Patients in the care of a Facility will at all times take priority over the supervision, education and training of Students. This will include the Public Health Organisation ensuring adequate privacy and Supervision for all interviews and examinations conducted by a Student;
- e) a Patient may refuse and should not feel forced to have a Student participate in their care, regardless of whether the activity is part of, or additional to, the normal requirement of care. This right of Patients must be respected at all times; and
- f) Patients must be treated with respect and should not be placed in situations that may cause them to feel embarrassed, harassed or offended. This includes ensuring adequate personal privacy.

5.18. The Institution will take all reasonable steps to ensure that Students and Institution Staff are aware they must not represent that they are employed, or act or communicate either directly or indirectly on behalf of the Public Health Organisation.

Preconditions for Students Undertaking Student Placements

5.19. The Institution represents and warrants that it will notify those Students who are not Australian citizens that it is a condition of their participation in the Student Placement that they hold and continue to maintain all the required passport and visa documents legally necessary to reside and study in Australia.

Australian Health Professional Regulation Agency Registration

5.20. The Institution is responsible for ensuring that Students are registered with AHPRA under the Health Practitioner Regulation National Law (NSW) where required:

- (a) Prior to the commencement of the Student Placement; and
- (b) For the duration of the Student Placement.

5.21. The Institution must comply with its obligations with respect to mandatory notifications by education providers under the Health Practitioner Regulation National Law (NSW).

National Police Check (NPC)

5.22. The Institution and Public Health Organisation will comply with the procedures and requirements outlined under NSW Health Policy Directive PD2019_003 Working with Children Checks and Other Police Checks, as amended from time to time.

Immunisation and Infection Control

5.23. The Institution will advise its Students and Institution Staff in writing prior to commencement of the Student Placement, about the risks of contracting or transmitting infectious diseases during a Student Placement and the requirements for compliance with the relevant Policy Directives.

Responsibility for teaching aids

5.24. Unless the Parties otherwise agree, the Institution is responsible for the insurance and safe custody of teaching aids and equipment in its care, custody or control whilst at the Facility, as required for the purpose of Student Placements.

Student Dress and Identification

5.25. The Institution will advise its Students and Institution Staff that they are to be dressed and to maintain their appearance in a manner that is acceptable to the Public Health Organisation.

5.26. The Institution will provide its Students and Institution Staff with suitable Institution identification to be worn when attending Facilities.

Student Illness and Absenteeism

5.27. The Institution will notify the Public Health Organisation of Student illness or absenteeism where attendance is anticipated. Similarly, the Public Health Organisation will notify the Institution if absenteeism occurs.

6. RESPONSIBILITIES OF PERSONS NOT BOUND BY THIS AGREEMENT

6.1. The Institution will ensure that Students and Institution Staff are informed of and agree to abide by the terms of this Agreement.

6.2. The Public Health Organisation will ensure that Public Health Organisation Staff that participate in Student Placements are informed of and agree to abide by the terms of this Agreement.

7. GOVERNANCE

7.1. The Public Health Organisation should establish robust governance processes for Student Placements to ensure there is a forum to resolve disputes and ensure the smooth operation of the Student Placements.

7.2. Such governance processes may include the establishment of a Student Placement Governance Committee, as set out in **Clause 8**.

8. STUDENT PLACEMENT GOVERNANCE COMMITTEE

8.1. The Public Health Organisation may establish a Student Placement Governance Committee that includes all Institutions with Student Placements in its Facilities.

8.2. The purpose of the Student Placement Governance Committee is to provide a high-level forum for the Public Health Organisation and Institutions to discuss and address matters relating to Student Placements.

8.3. The functions of the Student Placement Governance Committee are as follows:

- a) providing high level oversight of the organisation and management of Student Placements operating under this Agreement and any equivalent Agreements with other Institutions;
- b) managing any governance issues associated with Student Placements;
- c) monitoring and assessing any trends related to Student Placements and their impact on educational outcomes and provision of care to Patients;
- d) providing advice to the Institution and the Public Health Organisation on issues arising in connection with this Agreement, where requested by the Liaison Officer for either Party; and
- e) such other functions as agreed between the Parties.

8.4. Membership of the Student Placement Governance Committee should include the Authorised Officers.

9. COMMUNICATION BETWEEN PARTIES

9.1. Each Party will nominate a Liaison Officer, as set out in **Schedule 1**.

9.2. The role of the Liaison Officer is to:

- a) provide a central point of contact between the Parties;
- b) support the central coordination of Student Placements for all health professions/disciplines between the Public Health Organisation and the Institution within agreed timeframes;
- c) liaise with Discipline Representatives to monitor the Student Placement process;
- d) be a member of any sub-committees of the Student Placement Governance Committee;
- e) advise their Authorised Officer of any issues requiring attention regarding Student Placements; and
- f) report to the Student Placement Governance Committee on Student Placements across the Public Health Organisation.

9.3. Either Party may substitute its Liaison Officer with another person by notifying the other Party in writing.

- 9.4. Unless this Agreement specifies otherwise, all communications between the Parties relating to this Agreement or matters that arise out of this Agreement shall be given to or sent by the Liaison Officer.
- 9.5. Each Party will nominate a Discipline Representative for each Course, to administer Student Placements relating to the Course. The Liaison Officer will be notified in writing of each Discipline Representative prior to the commencement of each academic year.
- 9.6. Either Party may substitute its Discipline Representative with another person by notifying the Liaison Officer in writing.
- 9.7. The Public Health Organisation Discipline Representative will, in consultation with the Institution Discipline Representative and Liaison Officers:
- a) identify Student Placements and appropriately qualified Student Workplace Supervisors in terms of **Schedule 1** across the public health system
 - b) coordinate the Student Placement process for their discipline; and
 - c) maintain details of Student Placements in their discipline in the ClinConnect system.

10. OPERATIONAL SCHEDULE

- 10.1. The Parties will co-operatively develop and complete an Operational Schedule as outlined in the attached Schedule 1, or similar as negotiated between the Parties but including all areas of detail specified in Schedule 1, for each Course in accordance with the requirements of this **Clause 10**.
- 10.2. The Parties may vary the content of the Schedule from time to time by written agreement in accordance with **Clause 23.2**.

11. NUMBER OF STUDENT PLACEMENTS

- 11.1. The Public Health Organisation will determine the number of Students to be placed with each Facility at any given time based on their current policy directions and the priorities of the Public Health Organisation. The Public Health Organisation will undertake to update the Institution about capacity numbers for Student Placements where these numbers may vary between any given year/semester.

Priority will be given to Placements for Students undertaking a qualification leading towards a health related occupation over those not leading towards a health related occupation.

12. DEFERRAL OR CANCELLATION OF STUDENT PLACEMENT

- 12.1. Where unforeseen circumstances or causes beyond the control of the Public Health Organisation cause or threaten major disruption to Patient services or provision of any Student Placement(s), including without limitation, industrial disputes or implementation of disaster plans, the Public Health Organisation may, in its absolute discretion, defer, suspend, vary or cancel any agreed Student Placement(s). The Public Health Organisation's decision is final and may be implemented immediately.
- 12.2. The Public Health Organisation agrees, as far as it is practicable, to notify the Institution of its intention to defer, suspend, vary or terminate Student Placements under **Clause 12.1**.
- 12.3. The Institution agrees to notify the Public Health Organisation of any cancellation or deferral of agreed Student Placements within a timeframe defined between both Parties.

13. DISCIPLINE

- 13.1. Subject to the rights retained by the Public Health Organisation in **Clause 13**, the ultimate responsibility for the discipline and control of Students and Institution Staff lies with the Institution.
- 13.2. The Public Health Organisation retains the right to instruct a Student in connection with Patient care or treatment or generally acceptable practice in relation to the Student Placement.
- 13.3. The Public Health Organisation will:
- a) notify the Institution when in its opinion, action is required to be taken in respect of a Student or Institution Staff member; and
 - b) give to the Institution in writing:
 - i) the Student's or Institution Staff member's name;
 - ii) the reasons why action is to be taken; and
 - iii) the recommended or required action to be taken.
- 13.4. Once the Public Health Organisation has notified the Institution under **Clause 13.3** the matter is the responsibility of the Institution.
- 13.5. The Institution will advise the Public Health Organisation concerning action taken by the Institution with respect to the Student or Institution Staff.
- 13.6. The Public Health Organisation retains the right to, by written direction, remove any Student or any Institution Staff from its facilities or services at any time. The Parties acknowledge that grounds for removal include:

- a) unsuitability to undertake or continue with a Student Placement because of unacceptable risk to either the provision of satisfactory Patient care or Patient/Staff/Student safety; or
- b) disciplinary matters in terms of the Code of Conduct; or
- c) non-compliance with or expiry of employment screening checks such as the National Police Check (NPC), other applicable checks and Immunisations as outlined in NSW Health Policy Directives.

13.7. The Public Health Organisation is entitled to satisfy itself that Students and Institution Staff are competent to perform their allocated tasks, that they conduct themselves in a safe and professional manner, and that they comply with the Code of Conduct. If the Public Health Organisation is not so satisfied, it may do any or all of the following:

- a) restrict or limit access by a Student or Institution Staff to Patients and Patient Information
- b) direct a Student or Institution Staff to leave the premises of the Facility; and
- c) take all reasonable steps necessary to ensure that a Student or Institution Staff complies with a direction given under **Clauses 13.7 (a) or 13.7 (b)**.

13.8. The Public Health Organisation will use its best endeavours to notify the Institution of its intention to give a direction under **Clause 13.7** within twenty four (24) hours and will provide written notification to the Institution Liaison Officer of the direction and the reasons for the direction within three (3) working days of its being given.

13.9. If the Institution notifies the Public Health Organisation within three (3) working days of receiving a notice under **Clause 13.7** that it disagrees with the Public Health Organisation's direction, the Public Health Organisation will notify the Student Placement Governance Committee who will establish a Sub-Committee consisting of two representatives appointed by the Public Health Organisation and two representatives appointed by the Institution. The Sub-Committee will then consider the matter and make a final decision.

13.10. Notwithstanding the foregoing provisions, the Public Health Organisation retains the right in its absolute discretion to refuse or suspend a Student Placement.

14. WORK HEALTH AND SAFETY

- 14.1. The Institution will make all its Students and Institution Staff on Student Placement aware that they must abide by and comply with the Work Health and Safety Act 2011 No 10 and the Work Health and Safety Regulation 2011, together with all relevant NSW Health policies on work health and safety, and guidelines on manual handling and working with hazardous substances and dangerous goods. Students and Institution Staff must also comply with any directions given by the Public Health Organisation with respect to work health and safety.

15. ACCOMMODATION

- 15.1. The Institution and/or the Students are responsible for organising accommodation for Students while on Student Placement.
- 15.2. The Public Health Organisation may, at its discretion, make available residential accommodation to Students and Institution Staff subject to such terms and conditions as the Public Health Organisation considers appropriate, but it is not under any obligation to do so.
- 15.3. All costs for accommodation will be met by the Student or by the Institution (for Institution Staff) unless other prior arrangements have been made with the relevant Facility Manager.

16. TRAVEL

- 16.1. All costs of travel to the Public Health Facility will be met by the Student or by the Institution (for Institution Staff).

17. USE OF MOTOR VEHICLES

- 17.1. The Institution acknowledges and agrees that Institution Staff and Students may, where it is specifically authorised by the relevant Chief Executive or authorised delegate of the Public Health Organisation, use NSW Health motor vehicles for activities related to the Student Placement.
- 17.2. Institution Staff and Students may only use NSW Health motor vehicles for activities related to the Student Placement, such as home visits and meetings and such use must be in accordance with relevant NSW Health Policy Directives as amended from time to time.
- 17.3. The use of NSW Health motor vehicles is subject to availability and Facility needs and priority of access will be given to Public Health Organisation Staff.
- 17.4. When no alternative is available, Students/Institution Staff may use their own private vehicle for teaching and educational activities undertaken as a part of

their Student Placement where it is authorised by the relevant Chief Executive or delegate of the Public Health Organisation and is in accordance with NSW Health Policy Directives pertaining to motor vehicle usage as amended from time to time.

18. DISCLOSURE OF INFORMATION PERTAINING TO STUDENTS

- 18.1. Provided the Institution receives a Student's written consent to do so, the Institution will disclose to the Public Health Organisation through its Liaison Officer any information concerning the Student which, in its reasonable opinion, is relevant to the Student Placement.
- 18.2. The Public Health Organisation, and any of its officers with access to the information, must keep any information disclosed under clause 18.1 confidential and will treat information in accordance with the relevant privacy legislation.

19. INTELLECTUAL PROPERTY

- 19.1. Each Party and its licensors will retain all title and Intellectual Property Rights in their respective Existing Material.
- 19.2. Subject to **Clause 19.1**, in accordance with NSW Health Policy Directive PD2005_370 Intellectual Property Arising from Health Research as amended from time to time, the Public Health Organisation may assert rights over any Intellectual Property created by Students during their Student Placement where each or any of the following circumstances apply:
 - a) the Intellectual Property has been created utilising substantial resources of the Public Health Organisation;
 - b) the Intellectual Property is created as a result of Existing Material of the Public Health Organisation;
 - c) the Intellectual Property has been created by a Public Health Organisation team of which the Student is a member; or
 - d) the Intellectual Property has been created as a result of funding provided by, or obtained by, the Public Health Organisation.
- 19.3. Subject to **Clause 19.2**, any Intellectual Property Rights in the Course Materials developed by the Students or the Institution during the term of this Agreement are immediately assigned to and vest in the Institution.

20. PRIVACY AND CONFIDENTIALITY

20.1. Subject to **Clause 20.2**, the Institution must advise its Students and Institution Staff that they must not, in any circumstances access, use or disclose Confidential Information (including Patient Information) to any person unless authorised to do so by privacy legislation.

20.2. Both Parties agree:

- a) to comply with the Privacy and Personal Information Protection Act (NSW) 1998 or the Health Records and Information Privacy Act (NSW) 2002 as relevant to Student Placements and with respect to Patient Information; and
- b) that a breach of the relevant privacy legislation will be a breach of this Agreement.

21. INDEMNITY

21.1. The Institution indemnifies the Public Health Organisation, its employees and agents against liability in respect of all actions, claims, costs and expenses and for all loss, damage to property or personal injury or death to persons caused by any unlawful or negligent act or omission of the Institution, its employees, agents or Students whilst undertaking a Student Placement.

21.2. The Institution's liability to indemnify the Public Health Organisation under **Clause 21.1** shall be reduced proportionately to the extent that an act, error or omission of the Public Health Organisation or its employees or agents caused or contributed to the loss, liability or expense.

22. INSURANCE

22.1. The Institution must effect and maintain the following insurance policies during the term of this Agreement:

- a) public liability insurance in the amount of not less than \$10,000,000.00 in respect of each and every occurrence;
- b) professional indemnity insurance in the amount of not less than \$15,000,000.00 in respect of each and every occurrence; and
- c) workers' compensation insurance for an amount required by law.

22.2. The Institution must, on request, provide to the Public Health Organisation satisfactory evidence that the Institution has effected and renewed the insurance policies referred to in **Clause 22.1**.

23. AMENDMENTS

- 23.1. This Agreement once signed by both Parties may be amended only by a written document signed by the Authorised Officer for each Party, unless that variation is to the Operational Schedule.
- 23.2. Variations to the Operational Schedule may be agreed in writing between the Liaison Officers, on advice from the Discipline Representatives.

24. WAIVERS

- 24.1. A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the Party granting the waiver.
- 24.2. A waiver is only effective in the specific instance and for the specific purpose for which it is given.

25. NOTICES

- 25.1. Unless otherwise expressly stated in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be in writing and delivered to the Authorised Officer's address.
- 25.2. A notice given by a Party in accordance with this **Clause** is treated as having been given and received:
 - a) if delivered to the Authorised Officer's address, on the day of delivery if a business day, otherwise on the next business day;
 - b) if sent by pre-paid mail, on the third business day after posting;
 - c) if an email, on the earlier of the time the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

26. DISPUTE RESOLUTION

- 26.1. If a dispute arises in connection with this Agreement, or any matter covered by this Agreement, then the Parties agree to the following dispute resolution process:
 - a) the Parties shall attempt to settle any dispute using the dispute resolution and mediation processes provided for in this Agreement before resorting

to court proceedings, provided howsoever, nothing in this clause will preclude either Party from seeking urgent interlocutory relief;

- b) either Party claiming that a dispute has arisen gives written notice to the other Party stating details of the matter in dispute and requiring that the matter be resolved by a meeting between the Parties;
- c) within five (5) business days of the receipt of such notice the Parties are to establish a Joint Committee of two (2) representatives of each Party (the 'Joint Committee'). The Joint Committee will within a period of ten (10) business days following its establishment use its best endeavours to discuss the dispute with the view to achieving a resolution of the dispute;
- d) if the dispute remains unresolved the Parties must within a period of ten (10) business days following the expiration of the period stipulated in **Clause 26.1 (c)** refer the dispute respectively to the Student Placement Governance Committee for resolution who will within fifteen (15) business days meet and discuss the dispute with a view to achieving resolution;
- e) if the dispute is not resolved after the Parties have followed the process in **Clause 26.1 (c)** and **(d)**, the dispute shall be referred to the Australian Disputes Centre (ADC) for mediation.
- f) in the event that the dispute has not been settled within twenty (20) business days (or such other period as agreed to in writing between the Parties) after the appointment of a mediator, or if no mediator is appointed within twenty (20) business days of the referral of the dispute to mediation, the Parties are free to pursue any other procedures available at law for the resolution of the dispute.

27. TERMINATION

27.1. The Parties will use their best endeavours to avoid any adverse consequence of termination on the academic progress or provision for any Student of the Institution by implementing an effective strategy to complete the Student Placement.

Termination for Convenience

27.2. The Parties may terminate this Agreement for convenience by giving not less than six (6) months' notice in writing, with such termination being effective upon the expiry of this six (6) month period.

27.3. Upon giving notice of termination for convenience, no new student placements can be arranged. However current student placements can continue until the termination becomes effective.

27.4. If either Party terminates this Agreement for convenience:

- a) the Party terminating the Agreement may reimburse the other Party for any unavoidable costs and expenses directly incurred as a result of termination provided that any claim:
 - i. is supported by satisfactory written evidence of the costs claimed; and
 - ii. will be in total satisfaction of the liability of each Party in respect of this Agreement and its termination.
- b) the Parties must do everything reasonably possible to prevent or otherwise mitigate any losses resulting from the termination.

Termination For Cause

27.5. This Agreement may be terminated immediately by written notice by either Party for material breach of this Agreement where such breach has failed to be rectified within thirty (30) days of written notification of the breach by the other Party.

Prior Rights not Affected

27.6. Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination.

27.7. Notwithstanding any other provision of this Agreement, the covenants provided by either party shall survive the expiration or earlier determination of this Agreement.

28. GOVERNING LAW

28.1. The laws in force in the State of New South Wales govern this Agreement.

28.2. Each Party submits to the exclusive jurisdiction of the courts of the State of New South Wales and the courts of appeal from those courts.

28.3. If any provision of this Agreement is or becomes illegal, invalid or unenforceable ("Ineffective"), it will be read down to the extent necessary to ensure it is not ineffective. If the offending provision cannot be so read down, it will be severed. In any event, the remainder of this Agreement will be construed so as to ensure it remains effective to the greatest extent possible.

29. ENTIRE AGREEMENT

29.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

30. COUNTERPARTS

30.1. This Agreement may be executed in counterparts and all such counterparts taken together will be deemed to constitute one and the same Agreement.

31. ASSIGNMENT

31.1. Except with the prior written consent of the Public Health Organisation, the Institution may not assign the whole or any part of the Institution's obligations under this Agreement. Consent is not to be unreasonably withheld.

EXECUTED as an Agreement.

SIGNED by *[Insert full name]* on.....(date)

As authorised signatory for the Public Health Organisation:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

SIGNED by *[Insert full name]* on.....(date)

on behalf of the Institution as its duly authorised officer:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Address of Witness

OPERATIONAL SCHEDULE (SCHEDULE 1)

This Schedule is to be completed by the Parties to this Agreement. Changes to this Schedule should be reflected in ClinConnect where applicable.

1. Public Health Organisation

a. Facilities within Public Health Organisations covered by this Agreement

The Parties may agree to only include certain Facilities under this Agreement. If all Facilities will be covered, just write 'All'.

2. Institution

a. Campuses/Institutions covered under this Agreement

The Parties may agree to only include certain campuses under this Agreement e.g. campuses under the state-wide Education Provider, TAFE NSW. If all institutes/campuses will be covered, just write 'All'.

3. Disciplines covered by this Agreement

Alternatively, use this table if disciplines will be limited for a Facility, Institution or both. Add more rows as necessary.

Institution	Facility	Disciplines

4. Qualifications to be delivered under this Agreement

5. Other placement and student expectations

Use this section if there will be any further placement expectations or restrictions e.g.

- the expectations regarding late placement requests and changes and
- expectations for the completion of mandatory training.

6. Nominated Officers

Public Health Organisation		
Authorised Officer		
Authorised Officer Title		
Liaison Officer		
Liaison Officer Title		
Liaison Officer Contact details	Phone:	Email:
Discipline Representatives	<i>as per ClinConnect</i>	

Institution	
Authorised Officer	
Authorised Officer Title	
Liaison Officer	
Liaison Officer Title	

Liaison Officer Contact details	Phone:	Email:
Discipline Representatives	<i>as per ClinConnect</i>	

7. Signatures

SIGNED by [Insert full name] on.....(date)

As authorised signatory for the Public Health Organisation:

.....
Signature of Authorised Officer in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

SIGNED by [Insert full name] on.....(date) on
behalf of the Institution as its duly authorised officer:

.....
Signature of Authorised Officer in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)