

1 This Agreement is made on 34T between:

1. The University of Technology Sydney (ABN: 77 257 686 961) of 15 Broadway, NSW 2007 (UTS)
2. **the Organisation** specified in the Placement Summary Form
- and**
3. **the Student** specified in the Placement Summary Form

RECITALS

- A. UTS, as a higher education institute, values the practical, vocational and academic experience of its students.
- B. The purpose of the voluntary activities provided for in this agreement (Agreement) is to provide students with an opportunity to develop professional and technical skills and to apply theoretical knowledge while studying.
- C. The Organisation has agreed to accept a student of UTS for the purpose of undertaking a voluntary, unpaid work experience placement (Placement).
- D. The Student is a student of UTS undertaking study in an area relevant to the Organisation and the Student wishes to complete a Placement with the Organisation.
- E. This Agreement sets out the terms and conditions of these arrangements and the role and obligations of each of the parties.

It is agreed that:

1. Duration

- 1.1. This Agreement will commence on the commencement date set out in the placement summary form (**Placement Summary Form**) attached as Schedule 1 to this Agreement and will cease upon the last day of attendance by the Student at the Placement with the Organisation.
- 1.2. Clauses 3.3 and 4.3 will survive termination of this Agreement.

2. The Placement

- 2.1. The aim of the Placement is to:
 - (a) enable the Student to apply theoretical and other knowledge gained from their course of study in a practical setting;
 - (b) undertake activities consistent with the Student's course objectives;

- (c) provide an opportunity for the Student to explore career options or make more informed decisions regarding their career development;
 - (d) support the Student's transition from study to work; and
 - (e) any specific aims detailed in Placement Summary Form.
- 2.2. The Placement is a mandatory part of the Student's course of study.
- 2.3. The Organisation agrees to provide the Student with tasks, responsibilities and exposure to the business of the Organisation directly linked to the Student's chosen field and at a level commensurate with their study level.
- 2.4. The parties agree that no party to this Agreement intends to create an employer/ employee relationship between the Organisation and the Student during the course of the Placement.
- 2.5. The Student will not receive remuneration or payment or similar benefit (of any form) for the Placement. The benefits to the Student are outlined in clause 2.1 above.
- 2.6. Details about timetable of the Placement are outlined in Placement Summary Form.
- 2.7. The Organisation acknowledges that the Student's main priority should be the Student's studies and the Organisation agrees that the Placement should not detract from that priority.
- 2.8. During the Placement the Student remains under their current status as a student of UTS.

3. UTS's Obligations

- 3.1. UTS will act as co-ordinator between the Organisation and the Student by:
- (a) keeping a record of the Placement, its aims, the Student and Organisation; and
 - (b) performing any other role or function as prescribed in Placement Summary Form.
- 3.2. UTS does not make any representations about the Students suitability or ability to undertake the Placement as it has not been involved in the selection process.
- 3.3. UTS will not be liable for the actions, omissions or defaults of the Organisation, its employees, agents or subcontractors in relation to the Student whilst the Student is in attendance or undertaking the Placement at or for the Organisation.
- 3.4. UTS must have and maintain:
- (a) personal accident insurance for the Student; and
 - (b) public liability insurance with a limit of indemnity of not less than \$10 million.
- 3.5. The parties agree that:
- (a) if the Student sustains injury to his/her person whilst on the Organisation's premises (**Incident**) and if any claim is made against the Organisation and/ or UTS as a result of the Incident then UTS will release and indemnify and keep indemnified the Organisation from

and against all actions, claims, damage and loss that have arisen or that may at any future time arise from the Incident;

- (b) the indemnity referred to in clause 3.5 (a) will not apply, if the injury was caused by the Organisation, its servants or agents;
- (c) UTS's liability will be reduced proportionately if the Incident was contributed to by the Organisation;
- (d) UTS is not responsible for any losses, (other than an injury referred to in clause 3.5 (a)) which the Student incurs whilst in attendance or undertaking the Placement at or for the Organisation; and
- (e) this clause 3.5 sets out the extent of UTS's liability to the Organisation.

4. The Organisation's Obligations

4.1. The Organisation acknowledges and agrees that:

- (a) it has satisfied itself that the Student is suitable for the Placement;
- (b) the Placement is intended to fulfil the objectives noted in clause 2.1;
- (c) the Student is not an employee of the Organisation for the duration of the Placement; and
- (d) it will provide an induction or orientation program at the commencement of the Placement which will include, but is not limited to, details of health and safety management systems, including special risks and safe work practices of the Organisation, training relevant to the Placement and details of the Organisations policies and procedures relevant to the Placement or as otherwise required by law.

4.2. The Organisation warrants that:

- (a) it will comply with all legislation relevant to this Agreement, the Student and the Placement;
- (b) it will not require the Student to carry out any functions as an employee of the Organisation;
- (c) the Placement is commensurate with the level and experience of the Student; and
- (d) the Placement is relevant to the course of study undertaken by the Student.

4.3. Except to the extent that UTS is liable under clause 3.5, the Organisation will release and indemnify and will keep indemnified the University and the Student against all actions, claims, and demands including those made alleging negligence, and whether arising in law, equity or by statute which may be made against the University, its employees, agents or by or against students (including the Student) arising out of or in connection with the Organisation's obligations in relation to the Placement and this Agreement.

4.4. The Organisation must have and maintain public liability insurance with a limit of indemnity of not less than \$10 million.

5. The Student's Obligations

- 5.1. The parties acknowledge and agree that the Student is a student of UTS and is undertaking but has not yet completed study in the Student's chosen field.
- 5.2. The Student acknowledges and agrees that he or she:
 - (a) is not an employee of UTS or the Organisation in relation to the Placement;
 - (b) will continue to be bound by the rules, policies and procedures of UTS whilst the Student is in attendance or undertaking the Placement at or for the Organisation;
 - (c) should act in a professional manner and be aware of his or her responsibilities; and
 - (d) is participating in the Placement as part of his or her enrolled course and does not expect any remuneration or payment or similar benefit (of any form) in respect of his or her participation in the Placement.

6. General

- 6.1. This Agreement can only be varied, amended, supplemented, replaced or novated by written agreement of the parties;
- 6.2. Nothing within this Agreement creates or intends to create a partnership or agency between the parties;
- 6.3. The laws in force in New South Wales govern the terms of this Agreement. Each party undertakes to submit to the non-exclusive jurisdiction of the courts of that state, and court of appeal from them.

EXECUTED AS AN AGREEMENT:

Signed for and on behalf of the

University of Technology Sydney by: 34T

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Signature of authorised person
34T

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Name
34T

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Date

Signed for and on behalf of and with the

authority of 34T 34T

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Signature of authorised person
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Name
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Date

Signed for and on behalf of

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Signature of the Student
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Name
34T

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Date

SCHEDULE 1
PLACEMENT SUMMARY FORM
(ATTACHED)