

## STUDENT PLACEMENT AGREEMENT AND HOST VERIFICATION FORM

### INTERNATIONAL PLACEMENTS

#### AGREEMENT

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**MONASH UNIVERSITY** ABN 12 377 614 012 of  
Wellington Road, Clayton, VIC 3800, Australia acting through its Faculty of Business and Economics

**AND**

**Host organisation name:** \_\_\_\_\_

#### BACKGROUND:

- A.** Monash offers the Unit which the Student has elected to undertake for credit in the Course.
- B.** The Unit provides students with an opportunity to undertake a project or placement in a real world setting.
- C.** The Host has agreed to participate in the delivery of the Unit by providing unpaid Internships on the terms and conditions set out in this Agreement.

#### IT IS AGREED AS FOLLOWS

##### 1. DEFINITIONS

**Agreement** means this Agreement and its Schedules;

**Start Date** means the date set out in the Internship Schedule Details;

**End Date** means the date set out in the Internship Schedule Details;

**Host Contact** means the person named in the Internship Schedule Details, who, in conjunction with the Monash Contact, is to administer the Internship and act as liaison between the Host, the Student and Monash;

**Host Supervisor** means the person described in clause 3.2;

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and includes copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, eligible interests of a like nature, together with any and all documentation relating to such rights and interests;

**Internship** means the opportunity for the Student to participate in the activities of the Host Organisation;

**Internship Period** means the period between the Start Date and the End Date during which the Student will undertake the Internship;

**Monash Contact** means the WIL Team who, in conjunction with the Host Contact, will oversee the Internship and act as liaison between the Host, the Student and Monash;

**Party** means a party to this Agreement;

**Internship Activities** means the experiences and tasks agreed by Monash and the Host and arranged by the Host to provide a supervised real work experience and learning opportunities;

**Student** means each person enrolled at Monash, who is notified to the Host under clause 4.1, to undertake the Internship with the Host; and

**Unit** means the one semester unit described in the Internship Schedule Details.

## 2. TERM OF AGREEMENT

This Agreement will commence on the date this Agreement is signed by the last of the Parties to sign this Agreement and will end on the End Date, unless terminated earlier in accordance with this Agreement.

## 3. RESPONSIBILITIES OF THE HOST

**3.1** The Host acknowledges and agrees that the presence of the Student on Host premises under this Agreement shall be for the purposes of the Internship only and shall in no way imply the existence of an employment relationship between the Host and the Student and will:

**3.2** The Host will:

**3.2.1** Provide the Internship to the Student for the Internship Period under the terms and conditions of this Agreement.

**3.2.2** Prior to the commencement of the Internship Period nominate a Host Supervisor to act as a supervisor and mentor for the Student during the Internship. Once nominated, the contact details for the Host Supervisor are to be communicated to the Monash Contact. The Host Supervisor must have supervisory experience, be available and be easily accessible to the Student during normal business hours of the Host during the entire Internship Period.

**3.2.3** Provide the necessary supporting documentation to assist the Student to apply for an appropriate visa to the country of the Host.

**3.2.4** Advise Monash of any additional requirements, such as security clearances, that will be required by the Student for the Internship.

**3.2.5** As soon as is reasonably practicable upon the commencement of the Internship Period, ensure that the Host Supervisor works with the Student to develop suitable Internship Activities for the Student.

**3.2.6** Ensure that the Host Supervisor will be responsible for monitoring the progress of the Student during the Internship Period and will notify the Monash Contact if the Host Supervisor is of the view that the Student is at risk of not performing against the agreed Internship Activities.

**3.2.7** Ensure that the Host Contact at the end of the Internship Period provides the Monash Contact with an evaluation on the Student's performance against the agreed Internship Activities and the Student's overall performance during the Internship Period.

#### 4. RESPONSIBILITIES OF MONASH

Monash will:

- 4.1 Not later than twenty-one (21) days before the Internship Period commences, notify the Host of the name of the Student and confirm the Internship Period for the Student.
- 4.2 Ensure that the Student is aware of the terms of this Agreement and signs an acknowledgement in the form of Schedule 2 prior to the commencement of the Internship Period.
- 4.3 During the Internship Period, ensure that the Monash Contact maintains communication with the Student and the Host Supervisor and is available to provide reasonable assistance or guidance to the Student where requested.

#### 5. CONFIDENTIALITY

The Parties acknowledge that any documents, data or information disclosed by one party to the other party and marked as “Confidential” or which by its nature is intended to be confidential, and any information which relates to the business transactions or financial activities of the Host, will be treated as confidential information and shall be used only for the purposes of this Agreement. Each party shall keep such information strictly confidential and may disclose it only to its officers and employees, and in the case of the Monash, to the Student, who have a need to know for the purposes of this Agreement.

#### 6. SAFETY

- 6.1 The Host warrants that it has in place policies and procedures governing workplace practices and staff behaviour to reasonably discharge its obligations under the occupational health and safety and equal opportunity laws (**Safety Procedures**).
- 6.2 During the Internship the Host will provide the Student with all relevant training and supervision necessary for the Internship to be conducted in a manner that, so far as reasonably practicable, is safe and without risks to the health and safety of the Student.
- 6.3 If, during the Internship, the Student is directly or indirectly involved in an incident that may compromise their health or safety while on the Host’s premises, the Host will as soon as practicable notify the Monash Contact of the incident, the circumstances giving rise to the incident, the effect on the Student including any injury to the Student and the measures put in place at that time to remedy the situation, and will keep Monash informed on an ongoing basis of such measures while the Internship continues.
- 6.4 The Monash reserves the right to withdraw the Student from the Internship at any time without notice if it forms concerns about the Student’s health, safety or welfare.

#### 7. INSURANCE

- 7.1 Monash warrants that it maintains insurance cover for the Student as follows:
  - 7.1.1 Public liability and professional indemnity insurance cover as it may relate to the conduct of the Student whilst engaged on the Internship, and
  - 7.1.2 Personal accident insurance cover.
- 7.1.1 The Host warrants that it maintains insurance cover as follows:
  - 7.2.1 Public liability insurance to cover claims by a Student for any personal injury suffered at the premises of the Host during the Internship, and

**7.2.1** Professional indemnity insurance to cover the acts or omissions of a Student in connection with this Agreement.

## **8. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY**

- 8.1 Ownership of rights in any pre-existing Intellectual Property which is contributed by a Party for the purpose of carrying out the Internship will remain with the contributing party. Where the pre-existing Intellectual Property is contributed by the Host, the Student is licensed to use, modify or adapt that Intellectual Property for the purpose of undertaking the Internship.
- 8.2 Intellectual Property in all material created or prepared by the Student in undertaking the Internship ("Project IP") shall vest in the Host, apart from copyright in the Student's thesis or assessable work which will be owned by the Student. The Host grants Monash and the Student a non-exclusive, royalty-free licence for Monash and the Student to use the Project IP to the extent required to complete and assess the Student's work in the Unit. Written consent from the Host will be required where the Student or Monash wish to use the Project IP for other purposes, including but not limited to publication.
- 8.3 Subject to clause 8.4, a Party shall not represent that the other Party in any way endorses, supports or approves of, any products, services, Intellectual Property or business of that Party unless the other Party has first given its express written consent to such representation. In addition, neither Party shall use the name or logos of the other Party without the express written approval of the other Party being first obtained. Such consent will not be unreasonably withheld.
- 8.4 Monash shall not use the name, logos or trademarks of the Host without express written approval save that Monash is permitted to use the name, logos or trademarks of the Host solely for promotional activities in relation to the Internship and the Unit.
- 8.5 The Host assumes sole responsibility and risk in interpreting, using and exploiting the Project IP and shall indemnify Monash and the Student against any actions, proceedings, suits, claims and demands made against them arising from such interpretation, use or exploitation by the Host or any of its sub-licensees.

## **9. PRIVACY**

- 9.1 In this clause, "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion.
- 9.2 The privacy obligations in this clause apply to all Personal Information which the Host receives from Monash or which the Host receives, creates or holds in connection with this Agreement.
- 9.3 The Host acknowledges that Monash must conform to the Information Privacy Act 2014 enacted by the State of Victoria, Australia. This Act may, in certain cases, restrict the transfer of students' Personal Information between parties.
- 9.4 The Host agrees to handle the Personal Information to which this clause applies in accordance with any reasonable and lawful direction given by Monash.

- 9.5** This document does not prohibit the disclosure of Personal Information by the Host to the extent that any of the following terms apply:
- 9.5.1** Monash, or the person to whom the Personal Information belongs, has consented in writing to such disclosure; or
- 9.5.2** The disclosure is required by law.
- 9.6** Where the Host discloses any Personal Information to which this clause applies to any third party, the Host agrees to ensure that such a third party is subject to enforceable obligations requiring the third party to comply with the obligations in this clause, as if the third party were the Host, and to enforce these obligations against the third party in accordance with such directions as Monash may give.
- 9.7** The Host shall indemnify Monash (and its officers, directors, employees, students, contractors and agents) from and against all damages and costs (including, without limitation, reasonable legal costs) that are caused by any negligent or wilful breach of these privacy obligations by the Host or by any third party under subclause 9.6.
- 9.8** This clause applies regardless of whether the Personal Information, the Host or any third party to whom the Host discloses Personal Information to which this clause applies is located in or outside Victoria.
- 9.9** This clause shall survive the expiration or termination of this Agreement.

## **10. CONTROL AND DISCIPLINE**

- 10.1** Whilst on premises of the Host, the Student shall be bound by the rules, regulations, protocols, procedures and reasonable directions of the Host.
- 10.2** Discipline and control of the Student shall be the responsibility of Monash provided always that the Host shall be entitled to issue instructions to the Student on matters affecting the Internship, and such instructions shall be complied with fully and promptly by the Student.
- 10.3** If the Student fails or omits to be bound by or conform to any rule, regulation, protocol, procedure or reasonable direction of the Host or behaves in an unsafe or unprofessional manner and fails to remedy that failure, omission or behaviour within two (2) days (or such longer period as agreed to by the Host) of receipt of a written or oral warning from the Host, the Host has the right to request that the Student immediately leave the Host premises and to enforce that request permanently or for any other period of time which the Host deems appropriate. The Host will notify the Monash Contact as soon as is reasonably practicable where such a warning has been issued to the Student.
- 10.4** Where the Host requests the Student immediately to leave its premises in accordance with clause 10.3, or intends to make such a request at a later date, the Host shall immediately inform the Monash Contact verbally of its reasons for doing so, or intention to do so, and shall as soon as practicable thereafter confirm the same in writing to Monash, through the Monash Contact.

## **11. DISPUTE DETERMINATION**

- 11.1** If any dispute arises between the Parties in relation to this Agreement, the Parties shall endeavour to resolve the dispute by negotiation in good faith. If the dispute is not mutually resolved within seven (7) days of a Party serving on the other Party a written dispute notice, each Party must nominate one senior representative each who shall

meet as soon as practicable for the purpose of endeavouring to resolve the dispute. If the said senior representatives cannot resolve the dispute, then either Party may by written notice to the other Party require that the matter be referred to mediation.

- 11.2** The Parties shall bear their own costs of any mediation and shall share equally the cost of the mediator and other necessary mediation expenses. The mediation will be conducted without prejudice and in confidence. If the dispute is not resolved by mediation the Parties may take such other action as they consider appropriate.
- 11.3** The operation of this clause does not preclude a Party from applying for and obtaining interlocutory relief.

## **12. TERMINATION**

Without limiting clause 6.4, either Party may, at any time and for any reason, terminate this Agreement by giving the other Party sixty days prior written notice provided that any Student who has already started his or her Internship before the date of the written notice to terminate may finish that Internship.

## **13. GENERAL TERMS**

- 13.1** The Parties are independent contracting Parties and nothing herein is intended to create the relationship of partnership, employment or agency.
- 13.2** This Agreement is governed by and shall be construed in accordance with the laws of the State of Victoria, within the Commonwealth of Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 13.3** Neither Party may assign any right or obligation under this Agreement to any other person without the prior written consent of the other Party.
- 13.4** Clauses 3, 5, 6, 7, 8, 9 and 10 and, to the extent necessary, any other clause necessary or desirable to give effect to those clauses survive expiry or termination of this Agreement.
- 13.5** The Agreement may be amended by mutual consent in writing by the Parties.
- 13.6** The Host undertakes not to engage in any act, which may result in Monash contravening an Australian Sanctions Law. For the purposes of this clause Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.
- 13.7** If this Agreement were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.
- 13.8** This Agreement may be executed in counterparts, which taken together will constitute one agreement.
- 13.9** Each Party may communicate its execution of this Agreement by successfully transmitting an executed copy of this agreement by email to the other Parties.

## **14. Counterparts.**

A party may execute this agreement by signing a counterpart. All counterparts constitute one agreement when taken together.

## **15. Electronic Communications.**

An electronic copy of a signed counterpart sent with an email from the signatory Party confirming that it is a copy of the original signed counterpart shall have the same legal force and effect as the original signed counterpart. Each Party hereby waives any right

to raise any defence or waiver based upon exchange of counterparts of this agreement by means of electronic exchange or upon electronic storage of the fully executed agreement.

### Executed as an Agreement

SIGNED for and on behalf of MONASH  
by its authorised officer in the  
presence of:

..... ..... (signature of witness)	..... ..... (signature of authorised officer)
..... ..... (name of witness)	..... ..... (name of authorised officer)
..... ..... (date)	..... ..... (position of authorised officer)

**SIGNED** for and on behalf of the **HOST**  
by its authorised officer in the presence of:

..... ..... (signature of witness)	..... ..... (signature of authorised officer)
..... ..... (name of witness)	..... ..... (name of authorised officer)
..... ..... (date)	..... ..... (position of authorised officer)

## OFFSHORE HOST ORGANISATION VERIFICATION (SELF-DISCLOSURE) FACULTY OF BUSINESS AND ECONOMICS

This document is required to be completed prior to the commencement of the internship. Once completed and signed off, please submit this form to [wil.buseco@monash.edu](mailto:wil.buseco@monash.edu). If you require any assistance please do not hesitate to contact us.

### Section 1: Organisation Details

Organisation name:	Internship location:
Student Name:	Host Supervisor Name:
No. of employees/volunteers in organisation (please circle): <5   5-10   10-20   20-100   100-500   500+	How many years has your organisation been operating? <1   1-5   5-10   10-20   20+

### Host Organisation Operational Matters

1. How long has the internship program been in existence in your organisation?	
2. How many students typically intern at your organisation at the same time?	
3. Will the majority of internship activities take place in an office environment?	
4. What is the main language used to conduct business in your organisation?	
5. Does your organisation have a risk management plan in place and is it available for our office's review?	
6. If the student is required to be available for non-standard hours, will your organisation arrange safe transport for the student?	



## MONASH UNIVERSITY OCCUPATIONAL HEALTH AND SAFETY POLICY

This policy applies to the activities of Monash University and we encourage our partner host companies to reflect occupational health and safety practices that emulate our commitment to a safe working environment.

Monash University is committed to providing employees, students, contractors and visitors with a healthy and safe environment.

The University strives to integrate health and safety into all aspects of its activities through:

- Implementing and maintaining a framework that ensures the systematic management of health and safety throughout all work sites of Monash University and compliance with legal and other requirements; and
- Aiming to control higher risk activities and increasing awareness of health and safety through education.

Our principal goal is to improve health and safety and to prevent workplace injuries and illnesses at the University.

The University promotes a proactive health and safety management philosophy based on effective communication and consultation and the systematic identification, assessment and control of hazards. We expect our partner host organisations will have suitable OH&S policies in place to ensure the safety and wellbeing of all students participating in an internship.

**Please complete the checklist below:**

1.	<b>Health and Safety</b>	
	Do you have a written health and safety policy?	YES NO If not, please specify why:
	Will appropriate health and safety induction, training and supervision be provided to the internship participant(s)?	YES NO If not, please specify why:
	Are there instructions for local emergency procedures readily available?	YES NO If not, please specify why:
	Are safe working procedures documented and available?	YES NO If not, please specify why:
2.	<b>Risk Assessment</b>	
	a) Have you carried out risk assessments of your work practices to identify possible risks to employees and to others within your organisation?	YES NO If not, please specify why:
	b) Are risk assessments kept under regular review?	YES NO If not, please specify why:

	c) Are controls for the assessed risks implemented?	YES NO If not, please specify why:
	d) If required, will personal protective equipment be provided by your organisation for the internship participant(s)?	YES NO If not, please specify why:
3.	<b>Accidents and Incidents</b>	
<b>NB</b>	<b>The University requires that all accidents and/or illnesses that involve the internship participants are reported to the internship contact as soon as possible.</b>	
	a) Is there a formal procedure for reporting and recording accidents and incidents?	YES NO If not, please specify why:
	b) Do you have procedures to be followed in the event of serious and imminent danger to people at work in your organisation?	YES NO If not, please specify why:
4.	<b>Insurance</b>	
<b>NB</b>	<b>Please note that all students undertaking internships as part of their studies are automatically covered under Monash University's Personal Accident Insurance, Public Liability insurance, and Professional Indemnity insurance.</b>	
	a) Is Public liability insurance held?	YES NO If not, please specify why:
	b) Does your insurance cover any liability incurred by an internship student/staff member as result of his/her duties?	YES NO If not, please specify why:
Please attach details of your relevant insurance cover when returning this form		

If necessary, please provide additional information:

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### Health and Safety Declaration – Host Organisation

*The above statements are true to the best of my knowledge and belief:*

<b>Name</b>	
<b>Job title</b>	
<b>Signature</b>	
<b>Date</b>	

Thank you for completing this form.

### Monash University OHS POLICIES, PROCEDURES and GUIDELINES

If you require any clarification around OH&S matters, please contact [wil.buseco@monash.edu](mailto:wil.buseco@monash.edu) or call +61 3 9903 8866.

**If you wish to familiarise yourself with Monash University policies around OH&S, you may find them at the link below:**

All Monash University OHS documents are available at:

<http://www.adm.monash.edu.au/ohse/documents/index.html>.

#### **Key policies and procedures include:**

- Procedures for Issue Resolution
- Procedures for OHS Consultation
- Procedures for Hazard and Incident Reporting, Investigation and Recording
- Pregnancy and Work
- Computer User Guidelines
- Risk Control Program

Monash University Discrimination & Harassment Grievance Procedures are available at:

<http://adm.monash.edu/sssequity-diversity/equal-opportunity/discrim-procedures.html>