



# STUDENT PLACEMENT AGREEMENT CLINICAL

## Parties

UQ	The University of Queensland, ABN 63 942 912 684, a body corporate constituted under the <i>University of Queensland Act 1998 (Qld)</i> of Brisbane, QLD, 4072
Provider	Organisation: ABN: of:
Date of Agreement	

## Details

UQ Program	Master of Clinical Exercise Physiology Bachelor of Exercise & Sport Sciences Bachelor of Clinical Exercise Physiology
Facility Name	
Facility Address	
Address for Notices - UQ	School of Human Movement & Nutrition Sciences The University of Queensland Brisbane, QLD, 4072
Address for Notices – Provider	Same as above

This Agreement, and the Terms and Conditions contained herein, are accepted by the Parties upon signature of Authorised personnel indicated below.

SIGNED for and on behalf of  
THE UNIVERSITY OF QUEENSLAND  
by its authorised officer

SIGNED for and on behalf of  
THE PROVIDER  
by its authorised officer

.....signature

.....signature

.....print name

.....print name

.....title

.....title

## RECITALS

- A. UQ provides education to Students undertaking the Program.
- B. It is a requirement of the Program that the Student undertakes a Placement.
- C. The Provider has agreed to provide a Placement for Students undertaking the Program.

## IT IS AGREED

### 1 TERM

This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.

### 2 PLACEMENT

- 2.1 Students will attend the Facility to participate in a Placement in such numbers, on such days and at such times as agreed in writing between the parties.
- 2.2 The parties acknowledge that Students are to be treated as being supernumerary to the Facility's staffing requirements.

### 3 PROVIDER RESPONSIBILITIES

- 3.1 The Provider agrees to accept the Students on Placement at the Facility.
- 3.2 The Provider will be responsible for making available suitably qualified Provider Supervisors who will:
  - (a) supervise, provide education opportunities and evaluate the Students; and
  - (b) be responsible for the day-to-day supervision of the Students.
- 3.3 The Provider will conduct an induction process for the Students (including occupational health and safety, other workplace policies and confidentiality) to orient the Students to the Facility.
- 3.4 The Provider will ensure that the Facility and any plant or equipment used by the Student during the Placement complies with all relevant workplace health and safety laws prior to the Student using that Facility, plant or equipment.
- 3.5 The Provider will use all reasonable endeavours to provide to the Students a meaningful and appropriate learning experience so as to achieve the objectives of the Program.
- 3.6 The Provider must, subject to the consent of patients, involve the Students in clinical activities for the purpose of the Placement.
- 3.7 The Provider is solely responsible for the health and associated care provided to its patients and clients.
- 3.8 The Provider will participate in the Student evaluation process as agreed with the Placement Co-ordinator.
- 3.9 In the event of a serious incident involving the Student, the Provider will immediately notify UQ on the following telephone number: **Academic Registrar Telephone: +61 7 3365 2224 or if no response, UQ Security, Telephone: +61 7 3365 3333.**

### 4 UQ RESPONSIBILITIES

- 4.1 UQ will be responsible for the selection of the Students for participation in the Placement.

- 4.2 UQ will nominate a Placement Co-ordinator who will liaise with the Provider Supervisor in relation to the learning objectives and evaluation requirements of the Placement.

- 4.3 UQ will use all reasonable endeavours to ensure that the Students and UQ Employees while at the Facility agree to:

- (a) comply with all lawful directions of the Provider's staff; and
- (b) abide by the Provider's relevant policies, procedures, by-laws and regulations of which they are notified by the Provider.

### 5 WITHDRAWAL FROM PLACEMENT

- 5.1 Where the Provider considers that disciplinary action should reasonably be taken against one or more of the Students or UQ Employees, the Provider will as soon as is practicable, notify UQ of:

- (a) the name or names of the Student or UQ Employee; and
- (b) the grounds upon which it considers disciplinary action should be taken.

The matter will then be the responsibility of UQ.

- 5.2 The Provider may exclude a Student or UQ Employee from the Facility where it considers on reasonable grounds that the Student's or UQ Employee's conduct is inappropriate in the relevant circumstances and is of sufficient severity to warrant exclusion from the Facility.

- 5.3 Upon deciding to exclude a Student or UQ Employee from the Facility under clause 5.2, the Provider will notify UQ of the exclusion.

- 5.4 Upon receipt of notice under clause 5.3 UQ will advise the Student or UQ Employee not to attend the Facility for the purposes of the Placement. The matter will then be the responsibility of UQ.

- 5.5 UQ, on the provision of notice in writing to the Provider, may withdraw a Student from a Placement.

### 6 INSURANCE

- 6.1 UQ holds and will maintain the following protections or insurance coverage for Students undertaking an unpaid Placement within the framework of this Agreement:

- (a) Public Liability Protection;  
(min AUD \$10,000,000)
- (b) Professional Liability + Medical Malpractice Protection;  
(min AUD \$5,000,000 + one reinstatement)
- (c) Personal Accident Insurance; and
- (d) Travel Insurance.

- 6.2 The Provider holds and will maintain the following protections or insurance coverage for Students undertaking a Placement within the framework of this Agreement:

- (a) Public Liability Insurance;  
(min AUD \$10,000,000)
- (b) Professional Indemnity Insurance; and  
(min AUD \$5,000,000 +one reinstatement)
- (c) Medical Malpractice Insurance.  
(min AUD \$5,000,000 +one reinstatement)

**6.3** The Provider situating in a jurisdiction outside of Australia is deemed to satisfy the requirements of clause 6.2 if the Provider can provide equivalent \*protection or insurance to that required under clause 6.2.

**6.4** A Party shall provide Certificates of Currency evidencing proof of protections or insurance (or equivalent in the case of clause 6.3) on request by the other party.

**6.5** If the Provider remunerates the Student during the Placement, the Provider is responsible for ensuring that the Student is covered by adequate insurance including but not limited to workers' compensation and public liability insurance.

## **7 INDEMNITY**

**7.1** UQ indemnifies the Provider, its officers and employees against all liability, loss, damage, expense or cost ("Loss") which they suffer, sustain or incur as a result of any negligent act or omission by UQ, its officers or employees or a Student in relation to the Placement.

**7.2** The Provider indemnifies UQ, its Students, officers and employees against all liability, loss, damage, expense or cost ("Loss") which they suffer, sustain or incur as a result of any negligent act or omission by the Provider, its officers or employees in relation to the Placement.

**7.3** A party's liability to indemnify under clause 7.1 or 7.2 will be reduced to the extent to which any Loss arises out of any negligent act or omission of the other party, its officers or employees, or Students (in the case of UQ).

**7.4** In no event will either party be liable to the other party for any damages if and to the extent caused by the other party's failure to perform its responsibilities or for any of the following even if informed of their possibility:

- (a) loss of, or damage to data;
- (b) special, incidental or indirect damages or for any economic consequential damages;
- (c) loss of profits, business revenue, goodwill or anticipated savings;
- (d) loss or liability incurred by the Provider as a result of a third party claim.

## **8 CONFIDENTIALITY**

**8.1** A party will not, except as expressly authorised by the other party or required by law, disclose to any third party any Confidential Information provided by the other party in the course of the Placement.

**8.2** UQ will comply, and will use all reasonable endeavours to ensure that the Students and UQ Employees comply with Clause 8.1 and, with the Provider's privacy code and all applicable laws which apply to the Medical Records.

**8.3** As a publicly funded organisation, UQ has an obligation to report on the impact and outcomes of that funding. UQ may, therefore, release de-identified Student data to relevant third parties, including the names of companies or organisations that provide work experience, work placements and internship opportunities to its students and/or have visited campus to give recruitment-type presentations.

## **9 INTELLECTUAL PROPERTY**

**9.1** The parties acknowledge that any intellectual property created by a Student during a Placement remains the property of the Student, unless otherwise agreed between the Provider and the Student.

**9.2** UQ acknowledges that any intellectual property created by a Student or a UQ Employee in the Medical Records will be owned by the Provider.

## **10 TERMINATION**

**10.1** Either party may terminate this Agreement by providing the other party with 6 months' written notice of termination.

**10.2** Either party may terminate this Agreement for breach by the defaulting party of any term of this Agreement if the defaulting party has failed to remedy the breach within 30 days of receiving written notice of the breach from the other party.

**10.3** If this Agreement is terminated under clause 10.1 during a Placement, the termination is not effective until the later of the 6 month notice period or the end of the Placement.

## **11 GENERAL PROVISIONS**

**11.1** No rights under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving party.

**11.2** All notices by either party must be in writing and addressed to the person nominated in this Agreement. All notices must be sent by pre-paid post or by facsimile transmission. Notices will be deemed to have been received on the second business day after posting or on the first business day after facsimile transmission.

**11.3** Each party enters into this Agreement as independent contractors. Nothing in this Agreement shall:

- (a) in any way deem an employee of one party or Student to be treated as an employee of the other party; or
- (b) create any relationship between the parties amounting to a partnership, agency, trust or joint venture.

**11.4** This Agreement may be executed in any number of

**11.5** counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or scanned signatures of the parties' authorised representatives shall be deemed original signatures for all purposes.

**11.6** This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

## **12 DEFINITIONS**

**12.1** In this Agreement:

- (a) "**Commencement Date**" means the date set out on the cover page of this Agreement;
- (b) "**Confidential Information**" means confidential information of a party and includes information whether verbal, written or in some other form, including but not limited to electronic form relating to:
  - (i) the Placement;
  - (ii) knowledge or information regarding the business transactions, affairs, property, policies, procedures or activities of the Provider;
  - (iii) any document which is marked confidential;

- (iv) any document or information which a party advises the other is confidential; and
- (v) the Medical Records.
- (c) **“Facility”** means the facility owned by or under the control of the Provider at which the Placement will take place and which is set out on the cover page of this Agreement;
- (d) **“Medical Malpractice Protection”** means the Student is protected for their legal liability to pay compensation for any claim first made against them during the protection period in respect of a medical or veterinary occurrence in connection with the Placement subject to UQ policy and the protection terms;
- (e) **“Medical Records”** means the records of a person who receives health care services from the Provider;
- (f) **“Personal Accident Insurance”**; means the Student is insured for all accidental bodily injury while engaged in the Placement anywhere in the world subject to UQ policy and insurance policy terms;
- (g) **“Placement”** means the placement of a Student at the Facility where the Student will be involved in activities of the Provider under the supervision of an officer or employee of the Provider;
- (h) **“Placement Co-ordinator”** means the UQ employee who is responsible for the administration of the Placement;
- (i) **“Provider Supervisor”** means the officer or employee of the Provider who is responsible for supervising the Student while on Placement;
- (j) **“Program”** means the program at UQ set out on the cover page of this Agreement;
- (k) **“Professional Liability Protection”** means the Student is protected for their legal liability to pay compensation as a result of any claim/ claims made against them during the protection period for breach of professional duty by reason of any negligent act, error or omission by the Student in connection with the Placement subject to UQ policy and the protection terms;
- (l) **“Public Liability Protection”** means the Student is protected for their legal liability to pay compensation in respect of personal injury or property damage caused by them in connection with the Placement subject to UQ policy and the protection terms;
- (m) **“Student”** means a Student undertaking the Program and participating in the Placement;
- (n) **“Travel Insurance”** means the Student is insured while they are engaged in travel relating to the Placement for a period of up to six months from the date of departure provided the Student is travelling a minimum distance of 50 kilometres from their normal residence or business premises subject to UQ policy and insurance policy terms; and
- (o) **“UQ Employee”** means the Placement Co-ordinator and any other employee of UQ that attends the Facility in relation to the Placement.

### 13 In this Agreement:

- (a) words in the singular include the plural and the plural includes the singular;
- (b) words importing a gender include any other gender;
- (c) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) “including” and similar expressions are not words of limitation;
- (e) defined terms include other parts of speech and grammatical forms of the defined word or phrase; and
- (f) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement.

\*adequate or appropriate levels of protection or insurance coverage as approved in writing by UQ’s Finance and Business Services (FBS) prior to commencement of the Placement. FBS can be contacted by UQ’s Placement Co-ordinator at [insurance@uq.edu.au](mailto:insurance@uq.edu.au).