



THE UNIVERSITY
OF QUEENSLAND
AUSTRALIA

INTERNATIONAL CLINICAL PLACEMENT DEED

Parties

UQ

The University of Queensland, ABN 63 942 912 684, a body corporate constituted under the *University of Queensland Act 1998 (Qld)* of Brisbane, QLD, 4072

Provider

Organisation
ABN:
of:

Date of Agreement

Details

UQ Program

Facility Name

Facility Address

Address for Notices UQ

Address for Notices Provider

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 agrees to make available Provider Supervisors who will be:
 - (a) suitably qualified to supervise, provide education opportunities and evaluate the Students; and
 - (b) 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 undertake 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 the 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 will maintain the following insurance coverage:
 - (a) UQ has in place insurance policies that provide cover for Students undertaking course required placements. UQ holds a Public Liability policy with Unimutual Limited which has a limit of liability of \$20,000,000 per occurrence. This cover extends to include any Student of UQ whilst they are undertaking any approved or recognised activity of UQ, including placements or course required work experience provided that:
 - (i) the Student is not employed by the placement entity for any of the work being done; and
 - (ii) the placement has been approved by UQ.

This cover is subject to Unimutual's rules, the Certificate of Entry and to the terms and conditions of the Protection wording.

UQ also holds a Personal Accident insurance policy through the Ace Insurance Limited that provides cover to all Students. This policy covers Students while they are engaged

in activities directly related to their UQ studies and includes course required work experience, field activities and excursions including

direct travel to and from such activities. The policy only provides cover within Australia. It provides a death and capital benefits cover with varying limits up to \$100,000.

- (b) UQ has in place a corporate travel insurance policy. This policy covers Students engaged in authorised UQ business, including placements, for a period of up to six months from the date of departure of the Student from Brisbane provided they are travelling a minimum distance of 50 kilometres from their normal residence or business premises. Cover will not be provided to international Students who are returning to their home country. A condition of coverage is that Students cannot receive remuneration from external organisations while away and the placement has been approved by UQ.

6.2 The provider agrees not to pay the Student for the Placement without the prior written agreement of UQ.

6.3 If the Provider remunerates the Student during the Placement the Provider acknowledges and agrees that the Student will be covered by the Provider's workers' compensation and public liability insurances.

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 the Provider's privacy code and all applicable laws which apply to the Medical Records.

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 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 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 Records”** means the records of a person who receives health care services from the Provider;
 - (e) **“Placement”** means the placement of a Student in the Facility where the Student will be involved in business activities of the Provider under the supervision of an employee of the Provider;
 - (f) **“Placement Co-ordinator”** means the UQ employee who is responsible for the administration of the Placement;
 - (g) **“Provider Supervisor”** means the employee of the Provider who is responsible for supervising the Student while on Placement;
 - (h) **“Program”** means the program at UQ set out on the cover page of this Agreement;
 - (i) **“Student”** means a Student undertaking the Program and participating in the Placement; and
 - (j) **“UQ Employee”** means the Placement Co-ordinator and any other employee of UQ that attends the Facility in relation to the Placement.
- 12.2 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.