

## Work Integrated Learning Agreement

### Background:

- A. RMIT University (ABN 49 781 030 034) (**RMIT, us, we, our**) is an Australian-based university providing vocational and higher education.
- B. Work Integrated Learning (**WIL**) provides a valuable opportunity for our students to undertake learning in a work or industry context to meet their academic program requirements.
- C. Your organisation has agreed to support a WIL activity on the terms in this Agreement.
- D. A “Student” in this Agreement means a student that is enrolled in an RMIT WIL Course and signs a Student Undertaking materially in the form of the template annexed to this Agreement.

### Details:

Capitalised words have specific meanings, which you can find in the table below or in the Legal Terms.

<b>Partner (you, your)</b>	[Your organisation legal name, ABN and address]	
<b>Partner Contact</b>	[Name], [Position], [email], [office phone], [mobile phone]	
<b>RMIT Contact</b>	John Pastoriza-Pinol, Acting Senior Coordinator, COBL WIL, +61 3 9925 9533, cobl.wil@rmit.edu.au or john.pastoriza-pinol@rmit.edu.au	
<b>Start Date</b>	[Insert date]	
<b>Activity</b>	Placement, Partnered Project and/or other Activities as agreed between RMIT and the Partner from time to time.	
<b>Activity Details</b>	Specific details of each Activity will be set out in the applicable Student Undertaking, Partnered Project Plan or otherwise notified by RMIT in writing (eg via email or Inplace).  [Alternatively, details of the WIL Activity may be inserted in this section where those details apply to <b>ALL</b> present and future Students undertaking an Activity with this Partner.]	
<b>Activity Location</b>	<input type="checkbox"/> Australia <input type="checkbox"/> Other country: [Set out other country or NA]	
<b>Financial contribution between RMIT and Partner</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes: [RMIT / Partner] to provide [RMIT / Partner] [Insert \$ or other support]  <i>Note: Any payment from the Partner directly to the Student (including any wage, scholarship or stipend) should not be documented in this field and should be documented separately between the WIL partner and the Student.</i>

## Intellectual Property

### 1. Partner owns the Activity IP

- (a) The Partner owns the Activity IP.
- (b) The Partner gives the Student permission to use and reproduce the Activity IP in the Student's Course Output, resume and online portfolio. However, the Partner may direct the Student, in writing, to remove any commercially sensitive, confidential or identifying information from the Activity IP or have the Student's Course Output assessed under conditions of confidentiality. The Partner must not place any other restriction on the Student's ability to submit their Course Outputs for assessment or in the case of a thesis, publish their thesis.
- (c) Any other use of the Activity IP by the Student must be separately agreed in writing between the Partner and the Student.
- (d) We will require the Student to:
  - i. sign any documents required to effect the transfer of the Activity IP to the Partner;
  - ii. consent to acts which would otherwise infringe the Student's Moral Rights in relation to the Activity IP; and
  - iii. comply with the Partner's directions about confidentiality in relation to the use of Activity IP in their Course Outputs.

### 2. Definitions

- (a) **Activity IP** means the IP created by the Student while undertaking the Activity, excluding the Student's Background IP, and the Student's copyright in their Course Output. Activity IP can constitute the documents or materials developed or drafted by the Student in the course of the Activity.
- (b) **Background IP** means any IP owned, created or controlled by the Student prior to the start of the Activity or created by the Student independently of the Activity.
- (c) **Course Output** means any assessment, assignment, thesis, dissertation, or academic material or other works produced by the Student for the purpose of, or to fulfil the requirements of, a WIL Course.
- (d) **Intellectual Property (IP)** means creations of the intellect or mind, such as patentable inventions or copyright works such as drawings or visual art, or literary works such as reports or essays. It includes registered and unregistered rights, trade marks, copyright materials, designs, and the right to apply for such or register such rights. IP can be embodied in created materials, plans, drawings, models, prototypes, structures, products, specimens, software, reports, research projects, documents, publications or communications.
- (e) **Moral Rights** has the meaning in the Copyright Act 1986 (Cth) and includes the right of attribution of authorship, the right of integrity and right against misattribution.

<b>Signatures</b>	
<b>Signed for and on behalf of RMIT:</b>	<b>Signed for and on behalf of the Partner:</b>
<input type="checkbox"/> I have read and agree to the terms of this Agreement (including the Legal Terms).	<input type="checkbox"/> I have read and agree to the terms of this Agreement (including the Legal Terms).
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

**Legal Terms:****1. Activities**

- (a) Both parties will work together to provide Students with opportunities to undertake agreed Activities.
- (b) Where the parties agree to provide an Activity, RMIT will provide you a Student Undertaking (or other form of written notification, including email or via InPlace) which sets out the agreed Activity details.
- (c) This Agreement starts on the Start Date and continues on an ongoing basis; however, either party may terminate this Agreement by providing 60 days' written notice to the other.
- (d) If applicable, the Financial Contribution is payable by the party identified in the Details following receipt of a valid tax invoice from the other party. The Financial Contribution is GST inclusive, unless stated otherwise.

**2. RMIT's responsibilities**

We will:

- (a) support the Student undertaking the Activity, including providing academic support;
- (b) ensure that any of our staff attending your premises have the necessary approvals, registrations and checks; and
- (c) notify you if the Student ceases enrolment in the relevant course or is otherwise unable to complete the Activity, where relevant (such as where the Activity is a hosted placement).

**3. Your responsibilities**

You will:

- (a) provide the Student with learning experiences and training commensurate with the Student's skills, experience and any learning objectives provided by us;
- (b) obtain and maintain all required approvals, licences, permits or registrations reasonably required for your business or profession, and provide us evidence of them if we request; and
- (c) where the Student attends your premises, and where otherwise relevant to the Activities:
  - (i) ensure only qualified and experienced staff supervise the Student, including providing instructions and training;
  - (ii) provide the Student with appropriate onboarding, or orientation, including on your relevant policies and procedures, such as those on occupational health and safety, child safety, confidentiality, privacy and social media;
  - (iii) provide the Student with a safe and secure learning and working environment, free from bullying, harassment and violence; and comply with all applicable equal opportunity, anti-discrimination, child safety, prevention and response to sexual harm, anti-bullying

and occupational health and safety laws and regulations;

- (iv) maintain accurate records of the Student's attendance during the Activities, and provide these records to RMIT upon request;
- (v) where requested by us, promptly provide written feedback on the Student's performance and behaviour during the Activities, including copies of any relevant records, decisions or evaluations;
- (vi) where requested by us, engage and collaborate with RMIT in its review of its policy pursuant to its obligations under Standard 2.5 (f) of the National *Higher Education Code to Prevent and Respond to Gender-based Violence 2025* (Cth) (**GBV Code**);
- (d) notify us immediately if a Student is injured or involved in an incident at the workplace;
- (e) if the Student is a Vocational Education Student, ensure that a Student's Activity does not exceed a maximum duration of 38 hours per week or 240 hours total without prior written approval from RMIT;
- (f) if the Student is under 18 years old during the Activity, procure and provide at your cost, valid and current Working With Children Checks for all your personnel interacting with the Student. These are required prior to the commencement of an Activity. You acknowledge that we are subject to laws relating to child safety (including the *Child Wellbeing and Safety Act 2005* (Vic) and the Child Safe Standards made under that Act, and *The Worker Screening Act 2020* (Vic)). Where relevant to an Activity, you will ensure your personnel comply with all such laws and assist us comply with such laws; and
- (g) notify RMIT of any inappropriate behaviour by a Student towards somebody under 18 years old within 1 business day of the incident. You acknowledge that RMIT is bound by the Victorian Reportable Conduct Scheme and is required to respond to allegations of abuse and misconduct and to notify the regulator within the mandated timeframe of 3 business days of the incident.

**4. No employment relationship**

- (a) This Agreement does not create a relationship of employment between:
  - (i) us and the Student; nor
  - (ii) you and the Student.
- (b) If you choose to pay the Student (excluding minor stipends or incidental living allowances) in exchange for undertaking the Activity, you must comply with all applicable workplace and employment laws, regulations, industrial instruments and standards.
- (c) You must not require the Student to work as your employee unless you have a separate contract of employment with the Student.
- (d) As between you and the Student, any contract of

employment takes precedence over this Agreement to the extent of any inconsistency.

## **5. Resolving issues**

- (a) Both parties must notify the other as soon as possible of any issues regarding an Activity, and use reasonable endeavours to resolve such issues. If such issues cannot be resolved, you may, acting reasonably, do one or both of the following:
  - (i) pause the Student's participation in some or all of the Activities; and
  - (ii) direct the Student to leave your premises, until the issue is resolved. Taking one or more of these actions does not terminate the Activity or this Agreement. You must immediately notify us in writing if any of the above actions have been taken, including reasons for doing so.
- (b) We may withdraw the Student from an Activity at any time, where we consider it necessary or appropriate (for example, health and safety concerns).
- (c) You acknowledge that privacy laws prevent us from disclosing the Student's health or personal information (including the results of any police check), to you without the Student's written consent.
- (d) We may change details of the Activity, including to comply with WIL Course assessment requirements, or in response to events or circumstances beyond our control. Where changes are necessary, we will notify you as soon as possible to discuss alternatives, which may include a refund or different use of any Financial Contribution which you have paid to RMIT.

## **6. Our insurance**

We will maintain the following insurance policies in relation to the Activities:

- (a) damage to property or personal injury caused or contributed to by our staff or Students;
- (b) workers compensation for our staff that attend your premises;
- (c) professional indemnity for our staff and Students; and
- (d) Host Employer's Liability which provides cover for any increase in your workers' compensation premium because of a claim for workers' compensation by the Student for an injury during an Activity for which the Student is not paid.

## **7. Your insurance**

- (a) Where Activities take place at:
  - (i) your premises in Australia, you must maintain public liability insurance which provides a limit of liability of at least \$10 million for any one claim, unless otherwise agreed by us in writing; or

(ii) outside Australia, you must maintain appropriate insurance commensurate with standard business practice for its jurisdiction regarding injuries or death of workers, employees and the public.

- (b) If a Student undertakes the Activity in Australia and is deemed a "worker" under applicable workers compensation laws, you must take out and maintain workers compensation insurance as required by law. This requirement does not apply to Vocational Education Students as the Victorian Government maintains insurance policies covering workplace injuries of Vocational Education Students undertaking WIL in Australia.

## **8. Confidentiality and privacy**

- (a) **Confidential Information** means any information or data which is confidential to a party or is communicated as confidential to a party, except information already in the public domain other than by breach of this Agreement.
- (b) Both parties must keep each other's Confidential Information strictly confidential, except as necessary for a party to perform its obligations under this Agreement or as required by law.
- (c) You must immediately notify us in writing if you become aware of a breach or suspected breach of any applicable privacy law relating to Personal Information provided under this Agreement.

## **9. Logos, branding and announcements**

Each party must obtain the other's prior written approval for the use of the other's name or branding, and any announcements or publications about the Activities. Each party must stop using the other's name or branding on termination of the Agreement, or on request of the other party, including any reasonable take down period.

## **10. Agreement**

- (a) The parties are independent contracting parties.
- (b) This Agreement and the Student Undertaking are the entire agreement between the parties on their subject matter. This Agreement can only be modified in writing and signed by the parties.
- (c) The Student is deemed a third-party beneficiary of this Agreement and may rely on and enforce the clauses in this Agreement as against you to the extent that those clauses relate to their rights and obligations during their Activity.
- (d) The termination of this Agreement or a Student Undertaking will not affect the continued obligations relating to confidentiality, privacy or IP. If the Agreement is terminated, any unfinished or ongoing Activity must still be allowed to be completed, unless otherwise agreed by all parties.

- (e) The parties consent to electronic signature or other confirmation as evidence of acceptance of this Agreement. Where a representative of a party types their name in the signature block, below and the Agreement is received from that representative's email address, this is sufficient to identify them and is evidence of that party's acceptance of this Agreement.
- (f) In this Agreement, unless the context otherwise requires:
  - (i) words in singular include plural and words in plural include singular;
  - (ii) '\$' or 'dollars' is a reference to the lawful currency of Australia;
  - (iii) "includes" means to include without limitation;
  - (iv) this Agreement includes all schedules, annexures and attachments to it; and
  - (v) any legislation includes all delegated

legislation made under it, and any amendment, consolidation, replacement or re-enactment of it.

#### 11. Definitions

- (a) **Partnered Project Plan** means any project plan agreed between the parties.
- (b) **Personal Information** has the meaning in the *Privacy Act 1988 (Cth)* and the *Privacy and Data Protection Act 2014 (Vic)*.
- (c) **WIL Course** means a designated Work Integrated Learning course or subject within a program of learning at RMIT.
- (d) **Vocational Education Student** means a Student who is enrolled in program which is classified under the Australian Qualifications Framework as a Certificate I – IV, Diploma or Advanced Diploma.

## Annexure - Student Undertaking Template [RMIT Internal Use]

<b>Student Name (You, your)</b>	[Insert first and last name]			<b>S-number</b>	[Insert]	
<b>Partner</b>	[Company / Organisation name]			<b>ABN</b>	[11-digit number]	
<b>Activity</b>	[Title of Activity or Project]					
<b>Location</b>	[Specific physical address where Activity will take place]					
<b>Days / Hours</b>	[Insert for individual WIL course - For example: "Two days a week 9am – 5pm"] OR The Student agrees to complete the total required hours as outlined by the WIL course handbook or determined by the WIL course program manager.					
<b>Activity Details</b>	[Specific description of tasks – be as detailed as possible; or set out the tasks in a separate attachment if you want to include a longer description. If so, write "See Attachment" in this section.]					
<b>Supervision</b>	[Supervisor Name], [Position], [Department], [email], [office phone], [mobile phone] [Method & frequency of contact]					
<b>RMIT Contact</b>	John Pastoriza-Pinol, Acting Senior Coordinator, COBL WIL, +61 3 9925 9533, cobl.wil@rmit.edu.au or john.pastoriza-pinol@rmit.edu.au					
<b>Start Date</b>	[Start date of Activity]		<b>End Date</b>	[End date of Activity]		
<b>Year Level</b>	[Insert]	<b>Semester</b>	[Insert]	<b>Program</b>	[Insert]	
<b>Course Name</b>	[Insert specific WIL Course Name]	<b>Course Code</b>	[Insert specific WIL Course Code]	<b>Class Number.</b>	[Insert Class no]	

In exchange for RMIT and the Partner providing you the Activity, you agree to the promises in this Student Undertaking which are made in favour of RMIT and the Partner. The capitalised words have specific meanings, which you can find either in the above table or at the end of this document.

 Partner owns Intellectual Property	<ol style="list-style-type: none"> <li>1. You agree that the Partner owns the Activity IP.</li> <li>2. You agree to sign any documents required to transfer the Activity IP to the Partner. You retain ownership of your Background IP and copyright in your Course Output.</li> <li>3. The Partner gives you permission to use and reproduce the Activity IP in your Course Output, resume and online portfolio. However, the Partner may direct you in writing to remove any commercially sensitive, confidential or identifying information from the Activity IP or have your Course Output assessed confidentiality. You must comply with these directions.</li> <li>4. If you want to use the Activity IP for any other purpose, you need to obtain the Partner's written permission.</li> <li>5. You consent to acts in relation to the Activity IP which would otherwise infringe your Moral Rights.</li> </ol>
 Do your best	<ol style="list-style-type: none"> <li>6. You agree to undertake the Activity to the best of your abilities and try to obtain relevant experience, training and skills in undertaking the Activity as a part of the Program. Skills to be developed on placement may be viewed in your <u>Course Guide</u>.</li> <li>7. You agree to not do anything that would bring RMIT or the Partner into disrepute.</li> </ol>
 Comply with policies and instructions	<ol style="list-style-type: none"> <li>8. You agree to comply with:             <ul style="list-style-type: none"> <li>– the Partner's applicable policies and rules, including on workplace behaviour, code of conduct, child safety, occupational health and safety, confidentiality and privacy;</li> <li>– the Partner's reasonable directions; and</li> <li>– RMIT's applicable policies and procedures (including the <u>Program and Course Work Integrated Learning Procedure</u>, <u>Child Safe Code of Conduct</u>, <u>Gender-Based Violence Prevention and Response Policy</u>, <u>Workplace Behaviour Policy</u> and <u>Health, Safety and Wellbeing Policy</u>) and any manuals or guidelines provided in relation to the Activities.</li> </ul> </li> </ol>

 Insurance	<ol style="list-style-type: none"> <li>While you are undertaking the Activity, you will be covered by RMIT's insurance policies which are available <a href="#">here</a>.</li> </ol>
 Confidentiality	<ol style="list-style-type: none"> <li>You must not disclose RMIT's or the Partner's confidential information to anyone unless you have been given written permission from an authorised person. Confidential information includes personal information or health information, and can be verbal, written or in electronic format. You must continue to keep RMIT and the Partner's information confidential even after the Activities have ended.</li> <li>You agree to return to the Partner all its property and documents at the end of the Activity.</li> <li>RMIT may be required to provide your contact details to Partners for the purposes of the Activities and you consent to this disclosure. The Partner has agreed to keep this information confidential.</li> </ol>
 Checks and approvals	<ol style="list-style-type: none"> <li>You agree to:           <ul style="list-style-type: none"> <li>fulfill all requirements reasonably required by RMIT or the Partner for the Activity. These requirements may include, but are not limited to, obtaining and providing evidence of any approvals, licenses, references, registrations, immunisations, police checks, medical clearances, first aid certificates, working with children checks or NDIS checks, within the specified timelines which may be prior to commencing the Activity; and</li> <li>inform RMIT if there is any relevant change in the status of any of the above requirements during the period of the Activity.</li> </ul> </li> </ol>
 International	<ol style="list-style-type: none"> <li>If the Activity is located outside Australia, you agree to register and comply with the requirements of RMIT's Global Experience Office.</li> <li>If you are studying in Australia under a student visa, you agree to investigate whether the Activity is registered as mandatory work hours for your Program on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and ensure that undertaking the Activity does not impact the status of your visa by exceeding the maximum working hours allowed under your visa.</li> </ol>
 Your safety is our priority	<ol style="list-style-type: none"> <li>You agree to tell RMIT or the Partner if you feel unsafe (including physically, mentally or culturally) during the Activity.</li> <li>You agree to inform RMIT or the Partner of any reasonable adjustment or support that you may need to perform the essential requirements of the Activity.</li> </ol>
 Acknowledgement	<ol style="list-style-type: none"> <li>Unless otherwise agreed with the Partner, you acknowledge that you are not:           <ul style="list-style-type: none"> <li>an employee of the Partner; and</li> <li>entitled to any remuneration in exchange for undertaking the Activity as part of your Program.</li> </ul> </li> </ol>
 Capitalised words have these meanings	<p><b>Activity IP</b> means the IP created by you while undertaking the Activity (eg documents, slides, emails, reports, images etc), excluding your Background IP, and in the copyright in your Course Output. Activity IP can constitute the documents or materials developed or drafted by you in the course of the Activity.</p> <p><b>Background IP</b> means any IP owned, created or controlled by you prior to the start of the Activity or created by you independent of the Activity.</p> <p><b>Course Output</b> means any assessment, assignment, thesis, dissertation, or academic material or other works produced by you for the purpose of, or to fulfil the requirements of, your WIL Course.</p> <p><b>Intellectual Property or IP</b> means creations of the intellect or mind, such as patentable inventions or copyright works such as drawings or visual art, or literary works such as reports or essays. It includes registered and unregistered rights, trade marks, copyright materials, designs, and the right to apply for such or register such rights. IP can be embodied in created materials, plans, drawings, models, prototypes, structures, products, specimens, software, reports, research projects, documents, publications or communications.</p> <p><b>Moral Rights</b> has the meaning in the <i>Copyright Act 1986</i> (Cth) and includes the right of attribution of authorship, the right of integrity and right against misattribution.</p>

I have read & agree to this Student Undertaking

Signed by the Student

Type name here:

Date: