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# **Work Integrated Learning (WIL)**

## **Frequently Asked Questions about WIL Agreements**

**Purpose of the agreements**

**Variation to the agreements**

**Administration of the agreements**

**Overseas placements**

# A. THE PURPOSE OF THE AGREEMENTS

## Q1. When is a WIL agreement required?

WIL agreements should be used for all WIL placement and project activities involving partner organisations, regardless of whether the activity is on or off campus or online. RMIT, the partner organisation and the student should sign a WIL agreement that outlines all parties roles and responsibilities. WIL agreements, associated information sheets and schedules are to be managed by the WIL practitioner.

Any variables (eg dates, deliverables, contact details) are documented in the Schedule to the WIL Agreement. All students completing WIL placements and project activities should sign a WIL agreement that has been negotiated and agreed to and signed by a designated RMIT representative and the partner organisation. WIL agreements, schedules and information sheets are available on the Legal Services Group – Manuals and Templates webpage.

## Q2. Why are there different types of WIL agreements?

The 3 different types of WIL agreements are intended to suit different contexts and circumstances. These include:

- A 2-way agreement between RMIT and a student when RMIT is the partner organisation for the WIL placement/project activity.
- A 3-way agreement between RMIT, a partner organisation and a student.
- A relationship agreement between RMIT and a partner organisation, where a number of RMIT students attend that organisation (irrespective of discipline).

There is also an accompanying information sheet for each of the above WIL agreements outlining the relevant business processes that underpin the use of the agreements.

## Q3. When is a relationship agreement required?

A relationship agreement is usually required if there are a number of students undertaking WIL placements/activities with one partner organisation. You can check the contract repository (e.g. TRIM) to see if there is an existing contract with a partner. An example of this is when nursing, social work and psychology students are all completing WIL activities in the same hospital, doing multiple placements throughout the year.

## Q4. When is a 3-way agreement required?

A 3-way agreement is required when a student is undertaking a WIL activity with a partner organisation. This WIL activity may occur at a workplace or online, where the student completes WIL activities for a partner organisation all online. The agreement is between 3 parties - a student, RMIT and a partner organisation.

## Q5. When is a 2-way agreement required?

A 2-way agreement is used when a student is undertaking a placement or project activity at RMIT for a department or staff member. The agreement is between 2 parties - the student and RMIT.

## Q6. What do you do if an organisation requires further information about the type of insurance required for a placement?

The Terms and Conditions of the RMIT WIL Agreement require host partner organisations to carry appropriate Public Liability Insurance. RMIT is also obliged to carry various insurance policies including workers' compensation, professional indemnity, personal accident, and public liability insurance. RMIT holds a specific policy in relation to WIL host partner organisations which covers the host should their premiums increase as a result of an RMIT claim. Where requested, RMIT can provide Certificates of Currency for relevant policies.

For further information about RMIT's insurance visit the website or contact [insurance@rmit.edu.au](mailto:insurance@rmit.edu.au)

## Q7. What should you do if a partner organisation sends a specific agreement that they want signed? Is it necessary to complete the RMIT WIL documentation in addition to this (ie there will be two agreements covering one placement)?

The use of a non RMIT template agreement is acceptable so long as the Legal Services Group have approved it in accordance with the WIL procedure. It's a good idea to always complete the RMIT schedule, listing roles and responsibilities if the organisation's agreement does not cover this detail.

## B. VARIATIONS TO THE AGREEMENTS

**Q8. In what circumstances can the legal WIL agreements be further customised to suit particular schools' requirements? Who provides the authority to customise an agreement?**

The Legal Services Group can amend the template WIL agreements upon request. Contact the Legal Services Group.

**Q9. If a student undertakes work experience outside of their course/program requirements during their semester break, is a WIL agreement required?**

No. Unless the work experience is a work-integrated learning activity approved by the School as being a mandatory assessable component of the student's program or course, then it is not an RMIT sanctioned work integrated learning placement or activity (eg: non WIL activity). In such cases, the work experience arrangement is a private matter between the student and the organisation. Consequently, the WIL agreement requirements are irrelevant to this scenario. The Fair Work Ombudsman website and vocational placement fact sheets provide further information.

**Q10. Is there a WIL agreement that covers multiple students from different disciplines going to one organisation?**

The relationship agreement can be used to accommodate multiple students from different schools going to one organisation and the schedule can be used to outline the different disciplines, students and programs that are going to this partner organisation. Organising a relationship agreement requires effective co-ordination and communication between and across schools. In order to ensure that relationships are established that are sustainable and effective, we encourage departments to discuss the contractual arrangements they have made within an organisation.

**Q11. If a student has been undertaking a WIL placement at an organisation for an extended period of time do they need to have a WIL agreement signed?**

A WIL agreement should be used irrespective of the length of the placement.

**Q12. The schedule attached to the two-way and three-way agreements state that "the format must be as follows". Can you please clarify how prescriptive this statement is meant to be? For example, our handbook incorporates all the items listed on the schedule although in greater detail. Can we therefore just use what we already have or must we literally follow the format given in the new WIL schedule?**

The intention of the schedule is to customize this section to meet your needs. Therefore if your WIL handbook incorporates this information in greater detail you do not need to literally follow the schedule being suggested.

**Q13. In situations where a simulated WIL activity is part of the assessment is an agreement required?**

An agreement is only required when an external industry or community organisation is involved in the activity. WIL activities in simulated workplace environments may have various industry or community partners engaged in their design, however the student generally undertakes this WIL activity in the context of a class environment. If a WIL activity was to take place in a simulated workplace environment within a workplace then an agreement would be required.

**Q14. Is an agreement required for paid and non-paid agreements?**

Yes, agreements are required regardless of the pay arrangements and are required even when a student has an employment contract. The agreements and schedule clearly outline each stakeholders' roles and responsibilities throughout the WIL activity and can outline expectations and processes.

## C. ADMINISTRATION OF AGREEMENTS

### How can the WIL Agreements be signed?

#### Method One – Physical Signature

The WIL Agreement and Schedule's terms are agreed to by completing all of the following:

- printing and physically signing in pen by the relevant parties; student, partner organisation and RMIT authorised delegate\*.
- the WIL Agreement and Schedule must be either scanned and emailed between parties and the WIL practitioner or physical paper copies delivered by postal mail/by hand.
- storing the completed agreement in an appropriate location.
- Note: Method One has been used at RMIT until the present time (no change from current process)

#### Method Two – Electronic Signature

The WIL Agreement and Schedule's terms are agreed to by completing all of the following:

- student, partner organisation and RMIT authorised delegate\* insert their name in the signatory box and then instead of signing, electronically mark "X" in the adjacent box by 'ticking' the tickbox.
- parties consenting to the use of the method of electronic signature. The student, partner organisation and RMIT authorised delegate\* must consent to the use of electronic signatures. This is agreed to as one of the conditions within the Agreement and by agreeing to these conditions (by electronically checking the relevant box), this satisfies this requirement.
- each party's signature being traceable back to a form of identification. Therefore all parties must send and return the Agreement via their own email addresses; student, partner organisation, RMIT authorised delegate\* email accounts. This provides the connection between the signatories and the electronic signature on the WIL agreement thus satisfying this requirement.
- storing the evidence of the trail of electronic communication containing the electronically signed agreement i.e. the electronic trail of emails provides storable evidence of all party's signage of the agreement.

### Q15. Who from RMIT should sign off on the WIL agreement?

Typically, Heads of Schools should sign the WIL Agreement for placements on behalf of RMIT. Check the Financial and Legal Delegations Schedule for a list of appropriate RMIT agreement signatories. If the RMIT staff member who has delegated authority wishes to delegate that authority to another RMIT staff member, they may apply to do so via an Instrument of Delegation. Please contact the RMIT Secretariat office for assistance with delegations.

### Q16. Where should WIL agreements be stored once completed?

The original signed WIL agreement shall be retained on the student's Academic Student File and a copy shall be provided to the student and the partner organisation. Agreements can also be stored electronically on the InPlace system.

### Q17. In the relationship agreement do all students need to sign the student declaration?

Yes. This is the only way a student will be party to the agreement.

## D.

# OVERSEAS PLACEMENTS

**Q18. If my student is going overseas, are any of the WIL agreements applicable? Are there additional requirements for students participating in overseas placements that are different from domestic student's placements?**

An agreement is required for domestic and international placements. In addition to using an agreement the student must be registered and processed through the Global Mobility Office in Australia.

**Q19. In the situation where we have an exchange agreement with an overseas university (currently we have these with more than 150 Universities) and a student is coming from overseas to do a placement or going overseas to do a placement with an exchange partner is a WIL agreement required?**

Yes – but the WIL agreement may need to be tailored by the Legal Services Group to take into account the relationship agreement between RMIT and the overseas University. It is important to document the roles and responsibilities of each stakeholder. Please contact the Global Mobility Office to discuss the process for WIL placements with exchange partners as soon as possible.

Student Exchange Agreements are the legal framework that define the mobility of students and specifically articulate the principle of fee neutrality based on an exchange balance. As the Global Mobility Office operationalizes these agreements and maintains the relationships with our partner universities, requests for these opportunities must be made quite early as exchange balances are negotiated up to a year in advance. While we are happy to revisit these negotiations with partners once opportunities for WIL placements arise, the Global Mobility Office asks that you refrain from making these offers independently.

**Q20. How can I translate a WIL Agreement?**

For University documents requiring translation, these must be undertaken by a translation service accredited by the National Accreditation Authority for Translators and Interpreters. Translation and interpreting services come at the cost of the School or Business Unit requiring the translation or interpreting.