

Work Integrated Learning (WIL) 2-Way Agreement

WIL Agreement between RMIT and a Student (RMIT is host organisation)

Information Sheet

This agreement is used when an RMIT Student attends RMIT for a WIL Activity at RMIT. RMIT is therefore the host Organisation.

RMIT's responsibilities

- Notify the Student of any requirement that he/she obtain a licence, approval, police or working with children check or any registration.
- Provide the Student with reasonable adjustments (via Disability Liaison Unit) where RMIT is aware that the Student has a long term illness or mental health condition that requires accommodation during the WIL Activity.

Insurance – RMIT

1. Higher Education Programs

If the Student is undertaking a Higher Education Program, RMIT has the following insurances:

- workers' compensation, public liability, professional indemnity to cover liability for RMIT's staff supervising the Student at RMIT premises; and
- personal accident, professional indemnity (including medical malpractice where applicable) and public liability insurance to cover the Student undertaking the WIL Activity.

2. Vocational Education Programs

If the Student is undertaking a Vocational Education Program, RMIT has the following insurances:

- worker's compensation, public liability, professional indemnity to cover liability for RMIT's staff supervising the Student at RMIT premises;
- student personal accident, professional indemnity (including medical malpractice where applicable);
- public liability insurance to cover the Student undertaking the WIL Activity; and

VET Students are covered for worker's compensation by the Victorian Government's Department of Education and Training workers' compensation insurance policy if the Student is injured at RMIT whilst undertaking the WIL Activity.

3. Paid WIL

Where a Student is remunerated for the WIL Activity, he/she must enter into a separate contract of employment with the Organisation.

The Organisation must have workers' compensation insurance to cover the Student in case of injury in the workplace.

If the Student is injured and makes a claim of compensation against the Organisation, RMIT will

reimburse the Organisation for any subsequent increase in the Organisation's premium.

Intellectual Property

If the WIL Activity results in the Student creating materials or any works that contain new intellectual property, then the agreement provides that the Intellectual Property will upon its creation vest in and be owned by RMIT, subject to a licence granted to the Student.

Intellectual Property (IP) means patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have information kept confidential, and all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields.

If IP is created by the Student during the WIL Activity, RMIT grants the Student a licence to publish, reproduce, copy, adapt and communicate the material or the work created by the Student for the sole purpose of inclusion in his or her:

- Thesis
- Assignments
- Projects
- Portfolios and curriculum vitae.

Confidentiality and Privacy

Students must keep confidential any information which is regarded by RMIT as confidential or private and not generally available to the public.

Signing of WIL Agreement

- Each party is to insert:
 - Name & title of signatory
 - Date of signing
 - Signature.
- Each party has the option to sign the WIL Agreement either electronically OR handwritten.
- The WIL Agreement will be legally binding irrespective of the method by which a party signs the WIL Agreement.
- It is essential that the signatory is authorised to sign WIL agreements electronically.
- It is also essential that the identity of the signatory is verifiable.
- **NOTE:** The identity of the signatory is verified when that person emails the attached WIL Agreement. That is, the signatory must email the WIL Agreement to demonstrate the nexus.