

Work Integrated Learning (WIL) Three Way Agreement

WIL Agreement between RMIT, an Organisation and a Student (No Intellectual Property)

This agreement is made between Royal Melbourne Institute of Technology ("RMIT") (Item 1 of the Schedule), the Organisation (Item 2) and the Student (Item 3) for the Term (Item 4) and sets out the parties' arrangement relating to the RMIT Student undertaking the WIL activities at the Organisation.

1. WIL Activity

- 1.1 The Organisation accepts the RMIT Student for a WIL placement, project or activity ("the WIL Activity") and agrees to provide the Student with vocational experience, training and skills within a workplace setting relevant to the area of study described in Item 5 (the "Discipline").
- 1.2 The WIL Activity is a component of WIL which is part of the Students' program described in Item 6 (the "Program"), with the particulars of the WIL Activity set out at Item 7.

2. RMIT's responsibilities

RMIT must:

- 2.1 nominate a WIL Activity Practitioner (Item 8) to liaise with the Organisation regarding the Student and the WIL Activity;
- 2.2 where required by law ensure that any of its staff attending the Organisation's premises obtain and show evidence of any necessary licenses, approvals, police checks, working with children checks or registrations;
- 2.3 notify the Organisation if the Student ceases enrolment in the Program.

3. Organisation's responsibilities

The Organisation, in relation to the WIL Activity, must:

- 3.1 nominate a WIL Contact person (Item 9) to liaise with the RMIT WIL Activity Practitioner in relation to this agreement and the WIL Activities, and advise all parties of their contact details (if there is a change in the personnel, notify RMIT in writing as soon as possible);
- 3.2 ensure qualified and experienced staff supervise the Student whilst they are undertake the WIL Activity;
- 3.3 provide the Student with appropriate orientation, induction and training in relation to the Organisation's policies, procedures applicable to the Student undertaking the WIL Activity and provide he/she with a safe and secure working environment;
- 3.4 provide the appropriate facilities, equipment and learning experiences for the Student undertaking

the WIL Activity commensurate with the Student's skills and experience and where requested by RMIT;

- 3.5 regularly inform RMIT of the Student's progress in the development of vocational skills and experience;
- 3.6 immediately notify the RMIT WIL Activity Practitioner if the Student is injured or involved in an adverse incident at the Organisation, and provide RMIT with a copy of any report or notify it of any investigation;
- 3.7 comply with its obligations under applicable equal opportunity, anti-discrimination and occupational health and safety laws.

4. Student's responsibilities

The Student, in relation to the WIL Activity, must:

- 4.1 undertake and comply with the particulars of the WIL Activity;
- 4.2 comply with RMIT's statutes, regulations, policies and procedures;
- 4.3 comply with the Organisation's policies and procedures regarding workplace behaviour, discipline, occupational health and safety and equal opportunity;
- 4.4 comply with applicable confidentiality, privacy and other obligations during and after the WIL Activity;
- 4.5 where required, apply for and obtain any necessary licences, approvals, police checks, working with children checks or registrations and provide evidence before the start of the Term.

5. Issues affecting the WIL activity

- 5.1 Where the Student is remunerated for the WIL Activity, the Student and the Organisation must enter into a contract of employment under which the terms and conditions of the Student's employment are documented. The Organisation must ensure that the terms and conditions comply with the minimum employment standards prescribed by law.
- 5.2 RMIT and the Organisation agree to:
 - notify each other regarding any concerns, disputes or problems under this agreement including the Student's conduct during the WIL Activity and will attempt in good faith to informally resolve any problems or concerns; and
 - withdraw the Student from a WIL Activity at any time, where necessary

5.3 The parties agree that a Student's personal and health information ('information') provided by the Student for the purpose of this agreement, is collected by RMIT for the purpose of facilitating the WIL Activity, and that RMIT may use or disclose the information to the Organisation for any purpose whatsoever relating to the WIL Activity.

6. Insurance

6.1 RMIT must take out and maintain the following insurance policies applicable to all students undertaking higher education programs (which shall include WIL):

- workers' compensation, public liability, professional indemnity to cover liability for RMIT's staff; and
- personal accident, professional indemnity (including medical malpractice where applicable) and public liability insurance to cover all students.

6.2 RMIT must take out and maintain the following insurance policies applicable to all students undertaking vocational education programs (which shall include WIL):

- workers' compensation, public liability, professional indemnity to cover liability for RMIT's staff; and
- personal accident, professional indemnity (including medical malpractice, where applicable) and public liability insurance to cover all students.

6.3 The Organisation must take out and maintain appropriate public liability insurance.

Signed for and on behalf of the Organisation by a duly authorised officer

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Signature

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Name and Title

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Date

Signed by the Student

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Signature

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Name of Student

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Date

Signed for and on behalf of Royal Melbourne Institute of Technology ABN 49 781 030 034 by a duly authorised officer

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Signature

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Name and Title

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Date