

Work Integrated Learning (WIL) 3-Way Agreement

WIL Agreement between RMIT, an Organisation and a Student Information Sheet

RMIT's responsibilities

- Notify Organisation at least 14 days prior to the WIL Activity the details of the WIL Activity.
- Ensure that the Organisation provides the Student with vocational experience, training and skills and that there are opportunities for the Student to meet the objectives of the WIL Activity, monitor and supervise the Student's progress and provide feedback to all the parties.
- Where required by law, ensure that a Student has or obtains any necessary licences, approvals, police checks, working with children checks or registrations required for the WIL Activity.
- If RMIT has knowledge of a Student's medical condition or disability that may affect the Student's performance while undertaking the WIL Activity, and the Student has given RMIT consent (in writing) to RMIT discussing the matter with the Organisation, inform the Organisation of any requirement for it to provide the Student with reasonable adjustments in the workplace.
- Notify Organisation if the Student ceases enrolment in the Program.
- If relevant, ensure that the Organisation provides the RMIT WIL Practitioner with a physical space within the Organisation to meet with the Student.
- Enquire whether the Organisation is accredited by an accrediting body.
- Ensure that the Student dresses in a manner consistent with the Organisation's staff and, where applicable, wears Student identification.
- Ensure that the Student meets the objectives of the WIL Activity, monitor and supervise the Student's progress and provide feedback to all parties.

Student's responsibilities

- Ensure that he or she dresses in a manner consistent with the Organisation's staff and where applicable wear RMIT Student identification.
- At completion of the WIL Activity, return to the Organisation all of the Organisation's property and documents in the Student's possession.
- The Student must inform RMIT if he or she has any medical condition or disability that may affect his or her work performance and require reasonable adjustments during the WIL Activity.

- RMIT to inform the Student that the Student's personal and health information ('information') collected by RMIT for the purpose of the Student's course/program (including the WIL Activity) may subject to the Student's written consent, be disclosed by RMIT to the Organisation for the purpose of the WIL Activity.

Overseas WIL

Where the WIL Activity is outside Australia, RMIT to ensure that the Student has:

- Registered with the RMIT Global Experience Office by completing the overseas program student agreement and acceptance of offer.
- Taken out and maintains adequate travel insurance and registers their travel insurance with the RMIT Global Experience Office.
- Completed the eLearning module sent to the Student's email address from International SOS.
- Uploaded the eLearning certificate to the Student's mobi application under the questionnaire section.

Insurance – Organisation

With the exception of organisations principally operating overseas and where the WIL Activity is undertaken overseas, the Organisation must take out and maintain public liability insurance for the period of the agreement, with the limit to be at least \$10 million for any one claim.

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 the Organisation's 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 and Training Programs

If the Student is undertaking a Vocational Education and Training (“VET”) Program, RMIT has the following insurances:

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

VET students are covered for workers’ compensation by the Victorian Government’s Department of Education and Training workers’ compensation insurance policy if a student is injured undertaking WIL at the Organisation.

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 and Publication

If the WIL Activity results in the Student creating materials or any works that contain new intellectual property, then the agreement provides that (subject to the licences granted to the Student and RMIT), the Intellectual Property will vest in and be owned by the Organisation.

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.

In such circumstances, the Organisation grants to 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

In such circumstances, the Organisation grants to RMIT a licence to publish, reproduce, copy, adapt and communicate the material or work for the purpose of internal teaching and research purposes.

Confidentiality and Privacy

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

The agreement states that the Organisation acknowledges and accepts that RMIT cannot disclose to the Organisation the Student’s personal or health information unless the Student gives RMIT consent.

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.