



Core Terms

Work Integrated Learning (WIL)

1. Compliance with the Fair Work Act and other laws

This Agreement is intended to create a vocational placement (also described in these terms as a WIL activity) under the *Fair Work Act 2009* (Cth) (**Fair Work Act**). UNSW must ensure that the Student's WIL activity is a requirement of the Student's course or program. UNSW will not remunerate the Student for undertaking the placement. The Organisation may remunerate the Student. If an employment relationship is created (as a consequence of the Organisation remunerating the Student or for any other reason) the Organisation must comply with all relevant requirements of the Fair Work Act. Each party must comply with all applicable laws relating to the placement.

2. Specific Requirements

The Organisation must comply with the specific requirements of the WIL activity as set out in the Schedule, including attendance time required for the Student, student supervision and the learning outcomes of the WIL activity.

3. UNSW's Responsibilities

UNSW must provide the Student with a preparatory learning module. UNSW will make periodic contact with the Student either on-site or electronically during and at the end of the WIL activity.

4. Supervision Responsibilities

The Organisation must ensure that the Student is supervised while they are attending the WIL site of the Organisation. The Organisation must ensure that staff supervising the Student are qualified and experienced and that the tasks and responsibilities assigned are appropriate to the Student's skills and experience. The Organisation must ensure that during the WIL activity UNSW is able on request to inspect the WIL site and meet with the Student and any supervisor as it reasonably requires.

5. Orientation, Induction and Safety

When a Student is under the direction of the Organisation or at the Organisation's WIL site, the Organisation must provide orientation and induction, including expected site behaviour, applicable policies and health and safety requirements. The Organisation is responsible for providing a safe and appropriate WIL site for the Student, that is free from bullying, discrimination and harassment.

6. Insurance and Limitation of Liability

UNSW and the Organisation must each hold public liability insurance with a level of cover, for a single accident, of \$20 million. If the Student is employed by the Organisation or receiving any form of remuneration

from the Organisation, the Organisation must hold workers' compensation insurance.

7. Serious Incidents and Conduct Issues

In addition to any UNSW monitoring and rectification actions relating to the WIL activity, the Organisation must promptly inform UNSW if a serious complaint is made about the Student's conduct or if the Student is involved in a serious incident while under its direction or attending its WIL site. A serious incident is any event or conduct that could seriously impact the physical or psychological wellbeing or safety of the Student or any other person. By way of example, bullying and sexual harassment are considered serious incidents. Within a reasonable time after any serious incident or complaint is notified to UNSW, the Organisation must disclose in writing to UNSW any action taken by the Organisation in response. UNSW may take further action as a result of information received from the Organisation in relation to any serious incident or conduct issue.

8. Intellectual Property (IP)

- (a) The Organisation agrees that the Student can use any IP owned by or licensed to the Organisation for educational purposes related to the WIL activities. Such use is without charge.
- (b) (**Student is employed**) If the Student is employed by the Organisation, ownership of any IP created by the Student during the placement will be governed by the student's employment contract with the Organisation.
- (c) (**Student is not employed**) If the Student is not employed by the Organisation, ownership of any IP created by the Student during the placement is retained by the Student. The Organisation may request that the Student assign their IP to the Organisation and UNSW will communicate that request to the Student.

9. Confidentiality and Privacy

- (a) Confidentiality: UNSW and the Organisation agree to keep each other's confidential information confidential and to use such information only for the purpose of giving effect to this Agreement. The Organisation may request that the Student sign a confidentiality agreement and UNSW will communicate that request to the Student.
- (b) Privacy: Both the Organisation and UNSW will ensure that its collection, storage, use and disclosure of personal information received under this Agreement complies with all applicable privacy laws.

10. Access to Student or WIL activity Information

- (a) The Organisation will, on receiving a written request from UNSW, provide UNSW with

immediate access to information contained in records held by the Organisation relating to the Student, or the WIL activities.

- (b) For the purposes of clause 10(a), information does not include:
- (i) information that discloses or would tend to disclose the Organisation's financing arrangements, financial modelling, cost structure or profit margin;
 - (ii) information that the Organisation is prohibited from disclosing to UNSW by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (iii) information that, if disclosed to UNSW, could reasonably be expected to place the Organisation at a substantial commercial disadvantage in relation to UNSW, whether at present or in the future.
- (c) The Organisation will provide, within 7 days, copies of any of the information in clause 10(a), as requested by UNSW.

11. Protection for Public Interest Disclosures

- (a) UNSW aims to promote an environment where speaking up is actively encouraged. Any person involved in providing services under this Agreement will be given the same protections as if they were a UNSW employee should they wish to speak up. The Organisation must inform any person involved in providing services under this Agreement that: (i) they are a public official for the purposes of the *Public Interest Disclosures Act 2022 (NSW)* (**PID Act**), which means that they can make a voluntary public interest disclosure (**PID**) and (ii) the processes to be followed to make a voluntary PID are set out in UNSW's Public Interest Disclosure Policy, as available at <https://www.unsw.edu.au/governance/policy/browse-a-z>. If the person is dissatisfied with how UNSW has dealt with their PID, they may be entitled to take further action under the PID Policy, PID Act or another Act or law.
- (b) The Organisation must notify UNSW where (i) serious wrongdoing is committed or alleged to be committed by any person providing services under this Agreement, or (ii) a PID is made that relates to UNSW or the maker of the disclosure is known to be a public official associated with UNSW, which the Organisation becomes aware of.
- (c) Where there is an investigation into the serious wrongdoing, the Organisation will use its best endeavours to assist in the investigation if requested to do so by UNSW. The Organisation acknowledges that UNSW has an obligation to take corrective action under the PID Act.

12. Termination of the Agreement

- (a) UNSW may terminate this Agreement and withdraw the Student from the WIL activity immediately by written notice to the Organisation:
- (i) at the Student's request;
 - (ii) if it has reasonable grounds to believe that the Student's safety or wellbeing is detrimentally affected by the WIL activity; or

(iii) as part of taking corrective action in response to a finding of serious wrongdoing or other misconduct involving the Organisation or any person providing services under this Agreement.

- (b) The Organisation may terminate this Agreement by written notice to UNSW if it holds a serious complaint about the Student's conduct, and UNSW and the Organisation are unable to resolve the complaint to the Organisation's reasonable satisfaction within 14 days of the complaint being notified to UNSW.

13. General

- (a) Capitalised words have the meanings given in these core terms and the Schedule.
- (b) A party must not assign, novate, or otherwise deal with this agreement without the prior written consent of the other party.
- (c) If the Organisation subcontracts the Agreement in whole or in part, the Organisation must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding the Organisation.
- (d) The parties will use their best endeavours to resolve in a confidential manner any dispute that may arise under or relating to this Agreement within 30 calendar days of it arising.
- (e) Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary to give full effect to this Agreement.
- (f) Nothing in this Agreement may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary between the parties.
- (g) The failure by a party to require performance of an obligation under this Agreement by the other party will not operate as a waiver of the obligation and the other party remains liable to perform all its obligations under this Agreement.
- (h) Any variation to this Agreement is not valid unless it is in writing and signed by each party.
- (i) This Agreement may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.
- (j) The laws of New South Wales, Australia govern this Agreement and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.
- (k) Any term of this Agreement that is wholly or partially unenforceable, illegal or void is severed to the extent that it is void or unenforceable, and the rest of this Agreement is not affected and remains in force.
- (l) References to "this Agreement" mean a reference to clauses 1 to 13 and the Schedule, which together contain the entire agreement between the parties.