



THE  
UNIVERSITY OF  
MELBOURNE

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## Professional Placement Letter Agreement ('Letter Agreement')

Name, Company, Address

Date:

**RE: Name of Student:**  
**Course/Subject:**

Dear **(Host contact)**

Thank you for agreeing on behalf of XXX (**Host Organisation**) to accept the Student from the XXX Engineering (**Faculty/School**), The University of Melbourne (**University**) for the purpose of undertaking a professional placement with the Host Organisation as part of his or her employment with the Host Organisation ( **Placement(s)**). The opportunity for a Student to gain relevant professional training and skills within a workplace setting relating to their area of study is invaluable.

The purpose of this Letter Agreement is to set out the obligations of both the University and the Host Organisation in relation to the Placement.

(In this Letter Agreement a reference to '**Student**' means one or more students, depending on the context, and includes undergraduate and post-graduate students, who are undertaking this professional placement as part of their employment with the Host Organisation (as set out above) and are currently enrolled at the University; and a reference to '**Placement**' means the professional placement for a Student facilitated by this Letter Agreement.)

### A. The Placement

1. A professional placement is a mandatory requirement of the Student' course of study with the University and completion of the Placement is necessary in order for the Student to graduate from their chosen area of study.
2. The aim of the Placement is to:
  - (a) enable the Student to apply theoretical and other knowledge gained from their course of study in a practical setting;
  - (b) undertake activities consistent with the course objectives;
  - (c) [insert any other specific aims].
3. The Placement will commence on [insert date] and will end on [insert date] which is the last date of attendance by the Student on the Placement with the Host Organisation. During this period, the

Student will be at the Host Organisation for [insert hours] hours per week for the Placement. The Student will be located at [insert primary address where Student will be located]. The Parties acknowledge that the Student's employment relationship and arrangement with the Host Organisation may commence prior to this period, exceed the hours for the Placement and/or continue beyond the term of the Placement. The arrangements between the Host Organisation and the Student in this regard will be set out in a separate formal contract of employment between the Student and the Host Organisation (**Contract of Employment**)

## **B. University's obligations and responsibilities**

1. The obligations and responsibilities of the University in respect of the Placement are:
  - a. to provide an induction program for the Student who will undertake the Placement, informing them of their general responsibility to behave in a safe manner in a workplace environment and comply with the requirements of occupational health and safety legislation when undertaking the Placement;
  - b. to ensure that Student and any University staff do not disclose, without written approval of the Host Organisation, any confidential information that he or she receives in relation to the Placement;
  - c. If required by the Host Organisation:
    - i. to ensure that any University staff who attend the Host Organisation's premises in relation to the conduct and administration of the Placement obtain and show to the Host Organisation an original or certified copy of a current National Police Certificate pertaining to the University staff member; and
2. The University will not be liable for the acts or omissions of the Host Organisation, its employees, agents or sub-contractors in relation to the Student whilst the Student is in attendance and undertaking the Placement with the Host Organisation.
3. The University will not be liable for any acts or omissions of the Student, except for negligent acts or omissions of the Student whilst the Student is in attendance or undertaking the Placement with the Host Organisation

## **C. Host Organisation's responsibilities**

1. The Host Organisation acknowledges and agrees that, without limiting any of its obligations at law or under the Contract of Employment:
  - a. it has satisfied itself that the Student who will undertake the Placement with it are suitable for the Placement having regard to, if relevant, the information disclosed in a current National Police Certificate and, if relevant, a current Working with Children Check assessment notice, amongst other things;
  - b. it has made reasonable enquiries and satisfied itself that the Student is suitable and appropriate for employment by the Host Organisation;
  - c. it is responsible for the supervision of the Student whilst they are undertaking the Placement and will appoint appropriately qualified and experienced personnel to undertake the role of supervisor of the Student;

- d. the work undertaken by the Student on the Placement and the level of supervision of the Student will be appropriate, taking into account their skills and level of experience;
  - e. the Placement is relevant to the course of study undertaken by the Student and the Host Organisation will provide adequate facilities and appropriate training and learning experiences for the Student undertaking the Placement;
  - f. it will provide appropriate orientation and training for the Student in relation to the Host Organisations' policies and safe work procedures including providing information about the Environmental, Health and Safety requirements at the Host Organisation which are relevant to the Placement or otherwise;
  - g. it will ensure that the health and safety of the Student is not placed at risk during the period of the Placement or otherwise and will comply with its obligations under applicable occupational health and safety and equal opportunity and anti-discrimination laws in respect of the Student;
  - h. it has or will enter into the Contract of Employment to document the terms and conditions of the Student's employment with the Host Organisation (including with respect to the Placement);
  - i. it will ensure that the terms and conditions in the Contract of Employment comply with the minimum employment standards prescribed by law;
2. The Host Organisation will maintain confidentiality regarding the confidential information of the University (including any information or materials pertaining to Student assessments) and the Student which may be provided to the Host Organisation and to comply with all applicable privacy laws regarding the Student who undertake the Placement.
  3. The Host Organisation will:
    - a. report any disagreements concerning occupational health and safety, occupational health and safety incidents, or near accidents involving the Student during the Placement to the Student's academic supervisor at the University (**Academic Supervisor**) in a timely manner;
    - b. advise the Academic Supervisor in a timely manner of any difficulties experienced by the Student in undertaking the Placement, and of any concerns regarding the quality of the Student's work, the behaviour of the Student, the Student's explicit dissatisfaction with the Placement or any other issues that may prevent the success of the Placement;
    - c. permit the Academic Supervisor to visit the Host's premises on at least one occasion during the Placement to discuss the Placement with the Student's supervisor at the Host (appointed in accordance with paragraph C.1c) and the Student;
    - d. towards the end of the Placement, complete an evaluation of the Student's performance and of the Industry Based Learning Program in the form provided by the Academic Supervisor.
  4. The Host Organisation will take out and maintain its own Public Liability insurance and Workers Compensation in accordance with the legislative requirements in the relevant Australian State or Territory.

**D. Joint acknowledgement of the University and the Host Organisation in relation to intellectual property:**

The Host Organisation agrees that, notwithstanding anything to the contrary in the Contract of Employment:

- a. the University will continue to own pre-existing intellectual property made available for use by University staff or a Student during the course of the Placement at the Host Organisation. Any pre-existing intellectual property made available for the purposes of the Placement by the University is described in the schedule attached to this Letter Agreement; and
- b. Intellectual property in all material produced by the Student during the period of the Placement as part of their assessment or reporting obligations will remain vested in the Student. All other

intellectual property in materials produced by the Student during his or her employment with the Host Organisation will be owned in accordance with the Contract of Employment.

Under this Letter Agreement “intellectual property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, rights in discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests; and “pre-existing intellectual property” means all intellectual property developed prior to or independently of this Letter Agreement.

**E. Relationship between the University and Host Organisation and Student(s)**

1. The University and Host Organisation acknowledge that the Student, during the course of the Placement, will remain an employee of the Host Organisation so long as the Contract of Employment is on foot.
2. While the University may have prepared a shortlist of candidates for the Placement following a preliminary screening of applicants, the University does not make any warranties or representation regarding the suitability of the Student for employment by the Host Organisation. The Host Organisation relies on its own enquiries and assessment in this regard.
3. Nothing in this Letter Agreement constitutes a relationship of agency or partnership between the University and the Host Organisation and neither the University nor the Host Organisation will assume or attempt to assume to create directly or indirectly, any obligation on behalf of, or in the name of the other.

**F. General**

The terms of this Letter Agreement constitutes the entire agreement of the University and Host Organisation with respect to the Placement and it supersedes all prior oral or written representations and agreements.

If the Host Organisation or the University has any concerns or a dispute arises in relation to this Placement each organisation agrees to, subject to obtaining the consent of the Student, raise the concern or notify the other party of the dispute (as appropriate) in writing and endeavor to resolve the concern or dispute through discussion, mediation or other means as agreed by the Host Organisation and the University.

Please indicate your acceptance of these terms by signing both enclosed copies of this Letter Agreement. Please retain one original for your own records and return the other fully signed original to your contact at the University.

**EXECUTED as an agreement**

**Executed by )**  
**The University of Melbourne )**  
by its authorised officer )

XXXXX Date:

**Executed by )**  
**HOST ORGANISATION )**  
by its authorised officer )

.....

Signature of authorised officer

.....  
Name of signatory (print)

## **SCHEDULE**

*[insert any pre-existing intellectual property made available for the purposes of the Placement by the Host Organisation and the University]*

none

none