

STUDENT PLACEMENT AGREEMENT

Master of Guidance and Counselling

The purpose of this document is to outline the responsibilities of both JCU and the Host in relation to the Placement of Students during a practical component of their studies at JCU.

Reference Schedule]

Item 1	Host name and ABN (Cl.1.1)	
Item 2	Commencement Date (Cl.1.1)	
Item 3	Term (Cl.2)	
Item 4	Liaison Officers (Cl.1.1)	<p>Host</p> <p>Name:</p> <p>Address:</p> <p>Position:</p> <p>Telephone:</p> <p>Email:</p> <p>James Cook University</p> <p>Name: Dr Margaret Carter</p> <p>Address: JCUB, 349 Queen St, Brisbane, Q 4000</p> <p>Position: Course Coordinator</p> <p>Telephone: 0419 035 181</p> <p>Email: margaret.carter@jcu.edu.au.</p>
Item 5	Course - the area of practice in which the Student is to be placed	Guidance and Counselling
Item 6	The learning objectives of the Placement	<ul style="list-style-type: none"> • Students must critically reflect on their own counselling practice to facilitate individual and team skill development. Students must achieve development as a counsellor according to the accreditation requirements of the Australian Counselling Association. • Students must critically reflect on issues relating to the tropics, sustainability and Indigenous, rural and regional wellbeing, disabilities and other forms of vulnerability relevant to their practice in guidance and counselling; • Students must investigate, critically review, analyse and synthesize complex theoretical propositions and demonstrate appropriate use of research principles and methodologies in guidance and counselling; • Students must demonstrate the skills to interpret, theorize, evaluate, and generate solutions to complex issues in guidance and counselling practice contexts, as well as the ability to justify professional conclusions, decisions and recommendations to specialist and non- specialist stakeholders using advanced speaking, writing, listening, numeracy and advocacy skills; • Students must demonstrate the ability to critically reflect on ones own counselling practice to facilitate individual skill development with a high level of autonomy and accountability.

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Item 7	The learning assessment tools	<p>In addition to this student placement agreement, upon completion of the practicum the student will be required to submit nine documents as part of their assessment. These documents which are located in the ED5310 Practicum Workbook are:</p> <ul style="list-style-type: none"> • Placement Logbook [Doc. 5] - The logbook, signed monthly by the supervisor/guidance officer, is evidence of the hours accumulated under associated, direct and supervision. • Placement Report [Doc. 6] - To be completed by supervisor/guidance officer. Report consists of two parts. A required Professional Practice section where all 10 areas must be ticked as Satisfactory for the student to pass and an Optional section which can be used to consider counsellor development at an informal level. • Development Questionnaire [Doc. 7] & Reflective Statement – Questionnaire reflects the eight core competencies identified by NcNeill and Stoltenberg (2009) textbook and records the student's self-perceived level of development in relation to the Integrated Development Model (IDM). The student will self evaluate twice; once at the start of supervised practice and again at the end of the supervised practicum. The two self-assessments must be submitted along with a reflective statement (1000 words) regarding their overall development as a counsellor. • Placement Evaluation Report [Doc 8] - This report is to assist the university to understand the practicum experiences from the viewpoint of the student. • Self Development Report [Doc. 9] - Student briefly describes what he/she has learnt from each subject studied in the Master of Guidance and Counselling and details how this learning has been helpful for the practicum (250-500 words per subject).
Item 8	Premises at which the Placement will take place	

Signed by the parties on the date set out below.

SIGNED for and on behalf of
by an authorised officer

Signature _____

Name _____

Position _____

Date _____

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SIGNED for and on behalf of **James Cook University**
by an authorised officer

Signature _____

Name _____

Position _____

Date _____

Host to initial

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

“**Business Day**” means a day on which the offices of the Host and JCU are open to the public.

“**Client**” means a customer, patron or any other person to whom the Host provides services.

“**Client Treatment Records**” means a record which identifies and contains Personal Information about:

- (a) a Client; or
- (b) a group of Clients (as the case may be).

“**Commencement Date**” means the date specified in the Reference Schedule.

“**Confidential Information**” means:

- (a) information which by its very nature might be reasonably understood to be confidential or to have been disclosed in confidence;
- (b) information which the Host indicates is confidential;
- (c) information which relates to any arrangements or transactions between the Host and its Clients;
- (d) Personal Information of the Host and/or its Clients;
- (e) information which would be of commercial value to a competitor of the Host; or
- (f) all records based on or incorporating information referred to in clauses (a) to (e);

but does not include information that is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means.

“**Course**” means the JCU course specified in the Reference Schedule.

“**Host**” means the organisation, business or company specified in the Reference Schedule.

“**Intellectual Property**” means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

“**Liaison Officer**” means the representative of each of the Parties, for the purpose of administering the Placement only, as nominated from time to time by the Parties. At the Commencement Date, the Liaison Officers are the persons listed in the Reference Schedule.

“**Material**” means any material, including but not limited to original works, documents, computer software, and data stored by any means.

“**Party**” means a party to this Agreement.

“**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“**Placement**” means the placement of one or more Students with the Host during a practical component of their studies in the Course in accordance with the terms of this Agreement.

“**Placement Material**” means any and all written Material created by the Student in the course of a Placement for the purposes of their assessment or reporting obligations to JCU for their Course.

“**Premises**” means the place controlled by the Host at which a Placement will take place as specified in the Reference Schedule.

“**Student**” means an enrolled student of JCU who is undertaking Placement.

“**Supervision**” means direct supervision of a Student whilst undertaking a Placement, by a qualified person.

“**Term**” means the period referred to in the Reference Schedule.

2. Term of Agreement

This Agreement commences on the Commencement Date and continues for the Term unless terminated in accordance with clause 3 of this Agreement.

3. Termination

Either party may terminate this Agreement without cause and at its absolute discretion by giving a minimum of two (2) weeks written

notice of termination to the other party. Where possible the parties will endeavour to ensure the Agreement is not terminated whilst a Student is undertaking a Placement.

4. Placements

JCU and the Host agree to arrange Placements during the Term. The dates for the Placements and the numbers and details of Students will be agreed between the Parties in writing from time to time during the Term.

5. Responsibilities of the Host

5.1 The Host is responsible at all times for the standards of care provided for its Clients.

5.2 The Host will co-operate with the staff of JCU (including the JCU Liaison Officer) and Students to provide practical or clinical experience for Students relevant to the learning objectives specified in the Reference Schedule.

5.3 Unless otherwise agreed between the parties, the Host must:

- (a) provide Supervision for all Students on Placement; and
- (b) report on each Student's performance, practical skills, learning, knowledge and/or development against learning objectives of the Placement in a format and at a level of detail and precision reasonably required by JCU and agreed with the Host.

5.4 The Host will accept for Placement the number of Students agreed in writing with JCU during the dates agreed in writing with JCU.

5.5 The Host may require JCU to remove a Student from Placement if the Host considers that:

- (a) the Student is not conforming to agreed standards, regulations, procedures and by-laws; or
- (b) the Student is not behaving in a safe or professional manner.

This right is only to be exercised after prior consultation between the Parties in relation to the proposed course of action.

5.6 The Host must make arrangements for emergency care for a Student in case of accident or illness sustained while undertaking a Placement.

5.7 The Host will make available for use by Students during a Placement, the following:

- (a) a work desk; and
- (b) access to computer facilities and the internet.

5.8 The Host will, prior to the commencement of Placement, provide JCU and/or Students with copies of its standards, regulations, policies and procedures which are relevant to the Placement.

5.9 The Host will provide JCU with feedback on the functioning of the Student Placement program if requested by JCU.

6. Responsibilities of JCU

6.1 JCU will use reasonable endeavours to ensure that Students and JCU staff preserve Confidential Information.

6.2 JCU has responsibility for the selection of Students and for the guidance and counselling of Students (if necessary).

6.3 JCU has responsibility for undertaking disciplinary action against Students (if JCU determines it to be necessary).

6.4 JCU acknowledges that Students, whilst participating in a Placement will be bound by the standards, regulations, policies and procedures of the Host which have been notified to JCU and/or the Students and are relevant to the Placement and the role description of the Students.

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7. Privacy

- 7.1** This clause 7 applies only where the Host receives or deals with Personal Information of a Student and/or any JCU staff member when, and for the purposes of, this Agreement and/or performing its obligations under this Agreement.
- 7.2** Unless authorised by statute or other law and when dealing with the Personal Information, the Host must:
- comply with parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) as if it were JCU;
 - ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - not use the Personal Information other than for the purposes directly related to this Agreement;
 - not disclose the Personal Information without the prior written consent of JCU;
 - not transfer any of the Personal Information outside of Australia without the prior written consent of JCU;
 - ensure that any officer, employee, agent or contractor of the Host who is required to deal with the Personal Information for the purposes of this Agreement is made aware of, and complies with, the obligations of the Host under this clause 7;
 - immediately notify JCU if the Host becomes aware of any unlawful use or disclosure of the Personal Information in their possession or control; and
 - ensure that any record, document or file containing the Personal Information provided to the Host by JCU or any other person pursuant to this Agreement is, at the expiration or earlier termination of this Agreement, either returned to JCU or deleted or destroyed. If requested by JCU, the Host will provide JCU with a statement signed by the Host, certifying that the Host has complied with this clause 7.2(h).
- 7.3** The Host must immediately notify a Student and/or the JCU staff member (as applicable) and JCU if the Host becomes aware of:
- any unlawful use or disclosure of Personal Information of the Student and/or any JCU staff member; or
 - a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7; by the Host or any agent or contractor.
- 7.4** The provisions of this clause 7 will survive the termination or expiration of this Agreement.

8. Indemnity

- 8.1** The Host will indemnify JCU, its officers, employees and agents (collectively referred to as **"the Indemnified"**) against all actions, losses, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made sustained, brought or prosecuted against the Indemnified in any manner which may arise in connection with:
- any act or omission of the Host (or of any person for whose acts and omissions the Host is responsible) in the performance of any obligations under this Agreement; or
 - a breach of this Agreement by the Host.
- 8.2** The indemnity given pursuant to clause 8.1 will be reduced proportionately to the extent of contribution by JCU or any of its staff or a Student to any such loss, damages, or expenses.
- 8.3** JCU will indemnify the Host, its officers, employees and agents (collectively referred to as **"the Indemnified"**) against all actions, losses, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made sustained, brought or prosecuted against the Indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with:

- any negligent act or omission of a Student or a JCU staff member whilst participating in a Placement; or
- a breach of this Agreement by JCU.

- 8.4** The indemnity given pursuant to clause 8.3 will be reduced proportionately to the extent of contribution by the Host (or of any person for whose acts and omissions the Host is responsible) to any such loss, damages, or expenses.

- 8.5** The indemnities in this clause 8 survive the expiration or earlier termination of this Agreement.

9. Work Health and Safety

- 9.1** The Host assumes management or control of the Premises.
- 9.2** The Host will ensure, so far as is reasonably practicable, that any place at which a Student or JCU staff member undertakes activities associated with a Placement (including, without limitation, the Premises) (the **"Workplace"**), the means of entering and exiting the Workplace and anything arising from the Workplace are without risks to the health and safety of Students and/or JCU staff members. In doing this, the Host will:
- provide and maintain safe systems of work;
 - provide and maintain safe plant and structures (where applicable), including safe use, handling and storage of plant, structures and substances;
 - provide and maintain all protective equipment, training and supervision necessary for a Placement to be conducted in a manner that, so far as reasonable practicable, is safe and without risks to the health of Students and/or JCU staff members;
 - provide Students and/or JCU staff members with a Workplace induction that includes relevant information, training, instruction or supervision that is necessary to protect Students and/or JCU staff members from risks to their health and safety arising in the course of work, study or research as part of the conduct of the business or undertaking;
 - monitor the health of Students and the conditions at the Workplace for the purpose of preventing harassment (including but not limited to sexual harassment and bullying) illness or injury, arising from the conduct of the Host activities;
 - provide and maintain an emergency plan, a first aid procedure and appropriate first aid kit;
 - ensure that all accidents, incidents and hazards are appropriately recorded and/or monitored; and
 - ensure that all work practices involving Students are in accordance with the *Work Health and Safety Act 2011* and any subordinate legislation or regulations or Codes of Practice (the **"Work Health and Safety Legislation"**).
- 9.3** JCU will instruct Students to:
- take reasonable care for their own health and safety;
 - take reasonable care to ensure their acts or omissions do not adversely affect the health and safety of other persons; and
 - comply with any reasonable instruction that is given by the Host to assist the Host in complying with the Work Health and Safety Legislation.
- 9.4** The Host will provide all reasonable assistance to JCU in order to enable JCU to be and remain satisfied that the health and safety of its Students is ensured, so far as is reasonably practicable. This may include assistance for the completion of a risk assessment and development of controls to eliminate or mitigate any risks to the student's health or safety.
- 9.5** The Host will notify JCU in writing within 24 hours after the occurrence of any accident, incident or injury which affects a Student, or in which a Student is involved, during a Placement.
- 9.6** JCU reserves the right to withdraw a Student from a Placement at any time without notice if it forms concerns

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about the Student's safety and/or wellbeing while undertaking Placement.

- 9.7 The Host will notify JCU if, during the term of this Agreement, there is any change within the Premises or the Host more generally which may affect the health and safety of Students undertaking Placement.

10. Insurance

- 10.1 During the term of this Agreement, JCU and the Host will maintain the following insurance coverage with a reputable insurer:
- (a) public liability insurance for an amount of not less than \$10,000,000.00 per occurrence; and
 - (b) professional indemnity insurance for an amount of not less than \$10,000,000.00.
- 10.2 The Host will on request, provide JCU with certificates of currency for the insurance policies referred to in clause 10.1.

11. Intellectual Property Rights

- 11.1 Subject to any other agreement and this clause 11, each Student will own the Intellectual Property in any Placement Material created by the Student as part of their assessment or reporting obligations for the Placement.
- 11.2 The Parties acknowledge that the Host will negotiate directly with the Students (if necessary) regarding ownership of Intellectual Property in Client Treatment Records and Placement Material other than the Placement Material specified in clause 11.1 which is created by the Student during the course of the Placement.
- 11.3 The Host grants to JCU, and, upon request by JCU will grant to a Student, a non-exclusive, non-transferable, irrevocable, perpetual, royalty free licence to use any Placement Material owned by the Host (other than Client Treatment Records) for non-commercial purposes.

12. Dispute Resolution

- 12.1 Subject to clause 12.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.
- 12.2 The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
- (a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
 - (b) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
 - (c) the Parties have ten (10) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
 - (d) if:
 - (i) there is no resolution of the dispute;
 - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days, then, either Party may commence legal proceedings.
- 12.3 This clause 12 does not apply where either Party commences legal proceedings for urgent interlocutory relief.

- 12.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other Party not to do so) continue to perform obligations under this Agreement.

- 12.5 The operation of this clause 12 survives the expiration or earlier termination of this Agreement.

13. Immunisation and Infection Control

- 13.1 Where applicable, JCU will advise its staff and Students of any immunisation or other requirements of the Host that must be met prior to first attendance at the Host's Premises.
- 13.2 The Host must notify JCU of any such immunisation or other requirements within a reasonable time prior to commencement of the Placement.

14. Status of the Parties

- 14.1 The Host and JCU acknowledge that Students undertaking Placement with the Host are not employees of the Host.
- 14.2 Unless otherwise stated:
- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
 - (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

15. General Provisions

15.1 Governing Law

The laws in force in Queensland shall govern this Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland.

15.2 Notices

- (a) Any notice or other communication given by the parties under or about this Agreement must be in writing.
- (b) A notice is taken to be received (as the case may be):
 - (i) if delivered personally, on the Business Day it is delivered;
 - (ii) if sent by ordinary prepaid post, five (5) Business Days after posting; or
 - (iii) if sent by electronic mail, at the time and date that the sender's computer system states that the notice was sent unless the sender receives a notification that the electronic mail has not been successfully delivered or the recipient informs the sender that it has not received the entire notice.

15.3 Entire Agreement and Variations

This Agreement constitutes the entire Agreement between the parties and may only be varied by a mutual agreement of the parties in writing.

15.4 Waiver

- (a) A right under this Agreement cannot be waived unless the waiver is in writing and is signed by the relevant party.
- (b) A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

15.5 Assignment

Neither of the Parties may assign the whole or any part of their obligations under this Agreement.

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15.6 Counterparts

This Agreement may be signed in any number of counterparts, whether by facsimile and/or email transmission which when taken together constitutes this Agreement.

15.7 Severability of Provisions

Any provision of this Agreement which is illegal, void or unenforceable is ineffective to the extent only of such illegality, voidness or unenforceability without invalidating any of the remaining provision of this Agreement.

15.8 Costs

Each party is responsible for its own costs in relation to the negotiation, preparation and execution of this Agreement.

15.9 Warranty of Execution

Each party warrants that the execution, delivery and performance of this Agreement has been duly and validly authorised by the party.

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