

SECONDARY SCHOOL WORK EXPERIENCE AGREEMENT

The purpose of this document is to outline the responsibilities of both JCU and the School in relation to the placement of School Students for work experience at JCU.

Reference Schedule

Item 1	School (Cl.1.1)	State of Queensland through Department of Education and Training via
Item 2	Commencement Date (Cl.2)	
Item 3	Term (Cl.2)	
Item 5	Liaison Officers (Cl.1.1)	School Name: Address: Position: Telephone: Email: James Cook University Name: Address: Position: Telephone: Email:

Signed by the parties on the dates set out below.

SIGNED for and on behalf of **State of Queensland through Department of Education and Training via**

by an authorised officer

Signature _____

Name _____

Position _____

Date _____

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

Signature _____

Name _____

Position _____

Date _____

1. Definition and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

“**Client**” means a patient, customer, patron or any other person to whom JCU 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 JCU indicates is confidential;
- (c) information which relates to any arrangements or transactions between JCU and its Clients;
- (d) Personal Information of JCU and/or its Clients;
- (e) information which would be of commercial value to a competitor of JCU; 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.

“**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 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.

“**Premises**” means the place controlled by JCU, as detailed in a Work Experience Schedule, at which the Work Experience will take place.

“**School**” means the school specified in the Reference Schedule.

“**School Student/s**” means an enrolled student of the School who is undertaking Work Experience.

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

“**Work Experience**” means the placement of one or more School Students with JCU in accordance with the terms of this Agreement and as specified in an executed Work Experience Schedule.

“**Work Experience Material**” means Material created in the course of a Work Experience.

1.2 Interpretation

In the interpretation of this Agreement:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) references to a person includes a corporation, association, partnership, Government Authority, or any legal entity;
- (d) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (e) headings and the table of contents (if any) are used for convenience only and are to be disregarded in interpretation;
- (f) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (g) covenants by each party include an obligation to procure compliance by each of the party's employees and all other persons under the control of that party;

- (h) where a party consists of more than one person the covenants on the part of the party bind each two or more persons jointly and each person severally. The release of one of the persons from an obligation does not release any other person who may be jointly liable;
- (i) any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- (j) where under this Agreement the day on or by which any act or thing is to be done is not a Business Day that act or thing must be done on the next Business Day following the due day;
- (k) all annexures, schedules and other attachments (if any) form part of this Agreement;
- (l) references to “writing” include all means of reproducing words in a tangible, permanently visible form in the English language; and
- (m) a reference to anything after the words “includes” or “including” does not limit what else might be included.

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 2 weeks written notice of termination to the other party. Where possible the parties will endeavour to ensure the Agreement is not terminated whilst School Students are undertaking Work Experience.

4. Work Experience

JCU and the School agree to arrange Work Experience during the Term through the completion and execution by both Parties of a Work Experience Schedule (using the schedule template set out in Appendix 1).

5. Responsibilities of JCU

- 5.1 JCU is responsible at all times for the standards of care provided for its Clients.
- 5.2 The School acknowledges that a School Student may not commence any contact with a Client, unless and until the Client and/or the Client's guardian is fully informed and provides consent.
- 5.3 Unless otherwise agreed between the parties, JCU will provide supervision for all School Students undertaking Work Experience.
- 5.4 JCU will accept for Work Experience the number of School Students specified in each executed Work Experience Schedule during the dates and times specified in the Work Experience Schedule.
- 5.5 JCU may require the School to remove a School Student from Work Experience if JCU considers that:
 - (a) the School Student is not conforming to agreed standards, regulations, procedures and by-laws; or
 - (b) the School Student is not behaving in a safe or professional manner.

6. Responsibilities of the School

- 6.1 The School will ensure that School Students preserve Confidential Information.
- 6.2 The School has responsibility for the selection of School Students and for the guidance and counselling of School Students (if necessary).
- 6.3 The School has responsibility for undertaking disciplinary action against School Students (if the School determines it to be necessary).
- 6.4 The School acknowledges that School Students, whilst participating in Work Experience will be bound by the

applicable standards, regulations, policies and procedures of JCU.

- 6.5** The School must ensure that its staff use the mutually agreed upon communication channels with JCU when making arrangements for Work Experience and allow sufficient time for negotiations regarding these arrangements to take place.

7. Indemnity

7.1 The School 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:

- (a) any act or omission of a School Student or a School staff member whilst participating in Work Experience; or
- (b) a breach of this Agreement by the School.

7.2 The indemnity given pursuant to clause 7.1 will be reduced proportionately to the extent of contribution by JCU to any such loss, damages, or expenses.

8. Work Health and Safety

8.1 JCU assumes management or control of the Premises.

8.2 JCU will use its best endeavours to ensure that all work practices involving School Students undertaking Work Experience 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**”).

8.3 The School will instruct the School Students to:

- (a) take reasonable care for their own health and safety;
- (b) take reasonable care to ensure their acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply with any instruction that is given by JCU or a JCU staff member to assist JCU in complying with the Work Health and Safety Legislation.

8.4 JCU will notify the School in writing within 24 hours after the occurrence of any accident, incident or injury which affects a School Student or in which a School Student is involved during Work Experience.

8.5 The Parties acknowledge that:

- (a) the hours worked by the School Students will not exceed the normal hours worked in the industry within which the Work Experience is taking place; and
- (b) the School Students will not perform work which is prohibited by law.

9. Insurance

9.1 During the term of this Agreement, the School 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.

9.2 The School will on request, provide JCU with satisfactory evidence of current insurance policy referred to in clause 9.1.

10. Dispute Resolution

10.1 Subject to clause 10.3 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.

10.2 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.

10.3 This clause 10 does not apply to the following circumstances where either Party commences legal proceedings for urgent interlocutory relief.

10.4 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.

10.5 The operation of this clause 10 survives the expiration or earlier termination of this Agreement.

11. Intellectual Property Rights

11.1 Subject to any other agreement and this clause 11, JCU agrees that each School Student shall own the Intellectual Property in any Work Experience Material created by the School Student as part of their assessment or reporting obligations for their studies.

11.2 The parties agree Intellectual Property in Client Treatment Records and Work Experience Material, other than the Work Experience Material specified in clause 11.1, which is created by the Students staff shall vest in and be owned by JCU.

12. Immunisation and Infection Control

12.1 Where applicable, the School will advise its staff and School Students of any immunisation or other requirements of JCU that must be met prior to first attendance at JCU's Premises.

12.2 JCU must notify the School of any such immunisation or other requirements within a reasonable time prior to commencement of a Work Experience.

13. Status of the Parties

13.1 The School and JCU acknowledge that School Students participating in Work Experience are not employees of JCU.

13.2 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.

14. General Provisions

14.1 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.

14.2 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 facsimile, when the sender receives confirmation that the facsimile has been transmitted to the addressee's facsimile number in its entirety.

14.3 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.

14.4 Waiver

- (a) A right under this Agreement cannot be waived where 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.

14.5 Assignment

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

14.6 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.

14.7 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

14.8 Costs

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

14.9 Warranty of Execution

The signatories warrant and represent that he and/or she has the authority to sign the Agreement on behalf of the party that he and/or she purports to sign.

APPENDIX 1

WORK EXPERIENCE SCHEDULE

Item (a)	The area of practice in which the School Student(s) is to be placed	[eg. bio medicine, sports medicine]
Item (b)	Dates and times of School Student attendance	
Item (c)	School Student(s) name and date of birth	
Item (d)	JCU Premises for the Work Experience	

EXECUTION

This Work Experience Schedule is executed in accordance with the Secondary School Work Experience Agreement between State of Queensland through Department of Education and Training via Northern Beaches State High School and James Cook University dated ##### and is subject to its terms.

Signed by the parties on the date set out below.

SIGNED for and on behalf of **State of Queensland through Department of Education and Training via Northern Beaches State High School (the School)**
by an authorised officer

Signature _____

Name _____

Position _____

Date _____

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

Signature _____

Name _____

Position _____

Date _____