

Work Placement Agreement template

Below is a sample work placement agreement.

Before using this template, please note the following:

Check whether you're obliged to use a different agreement

Find out whether your organisation or industry association has an existing work placement agreement template that you're obliged to use.

Some issues may not be covered in this template

This template is intended as a starting point only. It may not cover all aspects of work placements and you might want to add clauses to address issues such as:

- gambling or smoking in the workplace
- whether students may be subject to random drug and alcohol testing on work placements
- the use of protective clothing
- the protection of intellectual property and conflict of interests
- whether the RTO holds personal accident insurance that will cover the student in the event of accidental injury, disability or death where no party is at fault.

While the template relates to mandatory work requirements in the Certificate III in Individual Support, it could potentially be used for other qualifications. If so, unique requirements of the qualification might need to be included in the agreement, such as clinical requirements for a nursing placement.

Due diligence is required

Service providers and RTOs are advised to do their own due diligence and to seek legal advice before signing agreements.

Acknowledgement

The *Human Services Skills Organisation* would like to acknowledge and thank *Aged and Community Services Australia* for permission to adapt their work placement agreement template to reflect the requirements of Certificate III in Individual Support.



Work Placement Agreement template

1. Introduction

- 1.1.** The service provider has agreed to accept a student enrolled in a Certificate III in Individual Support at the RTO for the purpose of undertaking a voluntary, unpaid work placement.
- 1.2.** The student is undertaking study in an area relevant to the service provider and the student wishes to complete a work placement with the service provider to complete the mandatory work requirement of this qualification.
- 1.3.** The RTO has specified the learning objective/s, learning experiences and workplace tasks to be undertaken by the student during the work placement in support of the formal assessment requirements of the Certificate III in Individual Support to be undertaken by a qualified assessor.
- 1.4.** This Work Placement Agreement (this agreement) sets out the terms and conditions of these arrangements and the role and obligations of each of the parties.

2. Work placement details

2.1. This agreement is made on the [INSERT DAY] day of [INSERT MONTH] of [INSERT YEAR]

between the parties:

- [INSERT FULL NAME] of [INSERT ADDRESS] in the State of [INSERT STATE OR TERRITORY] ("Student"), and
- [INSERT SERVICE PROVIDER'S NAME] of [INSERT SERVICE PROVIDER'S ADDRESS] in the State of [INSERT STATE OR TERRITORY] ("Service provider"), and
- [INSERT RTO'S NAME] of [INSERT REGISTERED TRAINING ORGANISATION'S ADDRESS] in the State of [INSERT STATE OR TERRITORY] ("RTO").



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3. Summary of work placement

Position title	[INSERT POSITION TITLE]
Effective start date	[INSERT START DATE]
Expected completion date	[INSERT EXPECTED COMPLETION DATE]
Total number of placement hours	[INSERT EXPECTED NUMBER OF HOURS]
Hours of duty	[INSERT HOURS OF DUTY] For example Hours as rostered between the hours of 6.00 am and 8.00 pm Monday to Friday
Remuneration	The student will not receive remuneration, payment, or similar benefit (of any form) for the placement. The benefits to the student are outlined in this agreement.
RTO name	[INSERT RTO NAME]
Service provider name	[INSERT SERVICE PROVIDER NAME]
Student name	[INSERT STUDENT NAME]



4. Purpose

4.1. The purpose of this agreement is to document the arrangements that have been agreed between the RTO and the service provider to support student work placements for the Certificate III in Individual Support.

4.2. By signing this agreement (at schedule 1), the parties to the agreement, students, service providers and RTOs, are committing to upholding these arrangements.

5. Work placement

5.1 A work placement is a structured learning experience which gives students the opportunity to apply theoretical knowledge gained in the classroom in a work environment. Students undertake tasks that relate to their vocational course and their competency is assessed in the workplace by a suitably qualified assessor.

5.2 In the context of this agreement, the work placement is a mandatory requirement of the Certificate III in Individual Support and students are not required to be paid. The student benefits from this arrangement by gaining practical experience in the workplace and by having the opportunity to satisfy the mandatory work requirements of the Certificate III in Individual Support.

6. Definitions

“Agreement” means this work placement agreement.

“Buddy” is the staff member appointed to provide daily guidance to the student during their work placement. The buddy should be a trusted staff member with the skills and abilities to convey best practice through example and the capacity to answer questions and to help the student to translate theory into practice during the work placement.

“Confidential information” includes any information (in any form) relating to the service provider’s business including names of residents or care recipients, information relating to the service provider’s fees, technical matters and data, trade secrets, marketing procedures and information, accounting programs and procedures, financial information, salaries, strategic and business plans and any like information relating to the service provider’s business and all other information which is imparted to the student and/or the RTO in

circumstances which the student and/or the RTO knows or ought to reasonably know that the information is confidential to the service provider. It does not include information that is in the public domain.

“RTO” is the Registered Training Organisation the student is enrolled with to undertake the Certificate III in Individual Support.

“RTO assessor” is an appropriately qualified educator for Certificate III in Individual Support who has current industry practice as a Personal Care/Support Worker, and who is employed by the RTO to facilitate student learning and assessment, off campus in the workplace setting. The RTO assessor will hold a valid Certificate IV in Training and Assessment or higher qualification.

“Schedule” means the schedule to this agreement.

“Service provider” is the aged care or disability support service provider that is hosting the student on a work placement.

“Site” means any site on which the service provider operates an aged services or disability services facility or on which the service provider provides services.

“Student” is the person enrolled in the Certificate III in Individual Support undertaking the work placement. The student is not an employee, contractor or agent of the service provider. They do not receive any wages or other remuneration from the service provider for the work placement apart from reimbursement for any out-of-pocket expenses required to safely complete their work placement.

“Supervisor” is the staff member designated by the service provider to develop and confirm the learning plan in collaboration with the RTO and to provide formal supervision to the student. The supervisor monitors the student’s completion of required tasks and provides constructive feedback as required.

“Supplementary evidence” is additional evidence presented to RTO assessors to support a candidate’s claim of competence. This could include reports from supervisors, colleagues and/or clients, testimonials from employers, work diaries and evidence of training.

“Workplace learning plan” documents the learning objective of the placement and the agreed learning experiences and workplace tasks that the student will be exposed to during the placement. It is prepared by the RTO and agreed to by the service provider.



7. Supporting documents

7.1 This agreement should be supported by a workplace learning plan that is developed by an RTO and agreed to by the service provider prior to the placement to ensure the workplace can offer the required learning experiences.

7.2 The workplace learning plan should include the following information and supporting documentation:

- the learning objective of the placement
- the units of competency to be assessed during the placement
 - the type of residents/clients the student will interact with
 - the equipment, documents, policies and procedures the student will have access to
- guidance for workplace supervisors about:
 - how to make consistent judgements about student's skills in performing tasks
 - the requirements of the RTO's assessment process
 - the documentation they'll need to complete.
- supporting documentation such as student logbooks and learning portfolios
- advice on the RTO's assessment plan including when the assessor needs to be on-site and contact details for the assessor.

8. Student obligations

8.1 The student is responsible for undertaking tasks to the best of their ability while at the service provider's site, in line with the learning objective of the placement and their individual learning needs as documented in the workplace learning plan.

8.2 The student acknowledges the voluntary nature of the placement and that they are not an employee of the service provider for the purposes of the work placement. The student acknowledges that no remuneration is payable.

8.3 The student agrees to:

8.3.1 attend the site of the service provider at the agreed dates and times or notify the service provider and RTO when this is not possible due to ill health or any other reason

8.3.2 be in a fit state of health to carry out their agreed duties and be unaffected by illegal or prescription drugs and/or alcohol. The possession of illegal drugs while on the placement will result in this agreement being immediately terminated

8.3.3 comply with all relevant government health directives and the service provider's policies and procedures in relation to vaccination against and management of communicable diseases

8.3.4 behave in a professional way at all times by complying with the service provider's code of conduct, speaking respectfully to residents, clients, staff, volunteers and members of the public, and dressing appropriately

8.3.5 act honestly and in the best interest of the service provider

8.3.6 comply with all occupational health and safety requirements of the service provider

8.3.7 promptly follow lawful and suitable directions of the service provider and staff in respect to carrying out the agreed duties

8.3.7 carry out all duties carefully, safely and responsibly

8.3.8 cooperate and assist management and others as and when required

8.3.9 inform the service provider of any accident, injury, near miss or hazard, in which an injury occurs or could reasonably be expected to have occurred as soon as practicable

8.3.10 not place themselves or others at risk by practising outside their level of student learning or work placement learning plan

8.3.11 immediately inform the workplace supervisor or other nominated staff member if they are requested to undertake any task/s that they feel uncomfortable about or not yet capable of performing

8.3.12 keep all information relating to the service providers, residents/clients, staff, or volunteers confidential and, when in doubt, seek guidance from the supervisor before disclosing any information to anyone not associated with the work placement

8.3.13 notify the supervisor of any observations or suspicions of verbal or physical abuse of a resident or client by another resident, client, employee, volunteer or visitor while undertaking the placement

8.3.14 not misuse or damage property belonging to the service provider or resident/client and immediately notify the supervisor of any misuse if witnessed during placement

8.3.15 not make comments about the service provider, its clients and residents to the media (including social media) unless expressly authorised to do so by the service provider

8.3.16 immediately notify the service provider if arrested, charged or convicted of a criminal offence during the placement.

8.4 The student understands that they may not be covered for personal injury, loss or damage of property if no-one is found to be at fault. The student should consider making their own arrangements for personal injury insurance after checking with their RTO.

9. Service provider obligations

9.1 The service provider is responsible for providing supervised learning opportunities in a safe work environment which meet the objectives of the work placement learning plan.

9.2 The service provider agrees to:

9.2.1 keep confidential all personal details about the student and provide them with the same privacy and confidentiality afforded to staff and volunteers as detailed in the service provider's policies and procedures

9.2.2 make available to the student all service provider's policies and procedures necessary to carry out a thorough orientation and induction of the student at the commencement of the work placement. The student's signature will be sought to demonstrate that they understand and agree to these requirements. This process will include but not be limited to:

9.2.2.1 familiarisation with worksite, amenities, equipment, relevant staff, reporting structure, coaching support and debriefing

9.2.2.2 assessing the student's workplace health and safety competence and compliance appropriate to their level of responsibility and relevance to the workplace learning plan

9.2.2.3 overview of management policies and procedures relating to code of conduct, bullying and harassment, information technology, the use of illicit and prescription drugs, alcohol, privacy and confidentiality, residents'/clients' rights, mandatory reporting and the duty of care to ensure students understand that these requirements apply to them as well as staff

9.2.2.4 clinical care responsibilities such as medication handling and infection control.

9.2.3 provide learning experiences for the student in accordance with the workplace learning plan and in collaboration with the RTO

9.2.4 act in accordance with workplace responsibilities as set out in the Workplace Health and Safety Act 1995 and the Regulations made under that Act

9.2.5 not provide tasks which are known to exceed the student's learning or level of skill expected to be achieved from the work placement.



9.2.6 Designate a member of staff who has the necessary skills to act as a buddy to the student and convey best practice, provide constructive feedback, instruction and guidance to assist the student to achieve the work placement learning plan objectives for the duration of the work placement.

9.2.7 Designate a member of staff who has the qualification and/or length of experience as agreed to by the RTO, as the student's supervisor to collect supplementary evidence, provide feedback to the student and RTO about the student's workplace performance, confirm attendance and complete student logbooks.

9.2.8 Effect and maintain [INSERT AMOUNT] public liability insurance and [INSERT AMOUNT] professional indemnity insurance for the purposes of indemnifying the RTO and the student from and against all claims, actions, proceedings or demands in respect of any loss, death, injury, illness or damage howsoever arising out of the service provider's employee's negligent acts and omissions or breach of this agreement during the placement. The service provider agrees to produce to the RTO evidence of the insurance policies as and when required by the RTO.

10. RTO obligations

10.1 The RTO is responsible for supervising the student on work placement in collaboration with the service provider and for assessing their competence against nationally accepted requirements.

10.2 The RTO agrees to:

10.2.1 adequately assess students prior to work placements to ensure students are suitable and willing to undertake the tasks that are required to fulfil the work placement objectives, including possessing the adequate communication skills and understanding of the English language to perform the tasks necessary to meet the objectives of the work placement

10.2.2 obtain from the student a current [INSERT NAME OF PRE-EMPLOYMENT CLEARANCE] which remains current for the duration of the placement and ensure the student has no previous convictions which would exclude them from working in the [INSERT NAME OF SERVICE SECTOR] current as outlined in [INSERT NAME OF RELEVANT LEGISLATION] and provide a copy to the service provider

10.2.3 ensure students have complied with all relevant health directives in relation to vaccination for communicable diseases

10.2.4 discuss with the student their functional capacity and fitness to perform the tasks and duties necessary to work in [INSERT NAME OF SERVICE SECTOR] and make reasonable effort to screen those students who, due to fitness or functional capacity, would be placed at risk of harm or injury to themselves, or others during the work placement

10.2.5 provide assurance to the service provider that the student has achieved minimum skill level to commence the work placement component of their course

10.2.6 prepare the student for the work placement by delivering instruction about industry expectations relating to documentation and the pace required in a work environment, the purpose and importance of the service delivery environment, and awareness of how to respond to client abuse, and challenging behaviours that may be encountered in the workplace

10.2.7 meet their obligations under the Workplace Health and Safety legislation including, but not limited to, ensuring that a service provider site risk assessment is completed at least annually

10.2.8 gather the evidence required to assess the student's competency against the work placement objectives in conjunction with the service provider, and perform the assessment

10.2.9 take responsibility for initiating regular contact with the student and service provider to obtain feedback and discuss progress for the duration of the work placement



10.2.10 provide mediation between the student and the service provider in the event of any dispute, performance management issue, misunderstanding etc. which cannot be resolved on site

10.2.11 immediately make the service provider aware of any reason that becomes apparent which indicates that the student may not be fit to perform their duties to an acceptable standard without presenting a risk to themselves or others, at any time during the work placement

10.2.12 effect and maintain [INSERT AMOUNT] public liability insurance and [INSERT AMOUNT] professional indemnity insurance for the purpose of indemnifying the service provider from and against all claims, actions, proceedings or demands in respect of any loss, death, injury, illness or damage howsoever arising out of the RTO's employees or the student's negligent acts and omissions or breach of this agreement during the work placement. The RTO agrees to produce to the service provider evidence of the insurance policies as and when required by the service provider

10.2.13 advise the student that they may not be covered for personal injury or loss or damage to property by the service provider if no one is found to be at fault and discuss insurance cover with the student prior to the placement.

11. Dispute resolution

11.1 The parties agree that this agreement may be suspended by the service provider or RTO if the service provider or RTO reasonably believe that any party has committed a serious breach of this agreement.

11.2 In the event of a suspension pursuant to clause 11.1, the party initiating the suspension must conduct an independent investigation of the alleged breach.

11.3 Upon conclusion of the investigation and receipt of the findings of the investigation, the party who has initiated the suspension may in its absolute discretion determine whether the agreement should be terminated without notice or whether the agreement shall continue.

11.4 The service provider, the student and/or the RTO will meet and make every effort to resolve any dispute that arises between the parties out of, or in connection with, the work placement or this agreement.

11.5 Should the service provider, the student and/or the RTO fail to resolve any dispute that has arisen between the parties out of, or in connection with, the work placement or this agreement, the recommended next course of action is to appoint an independent mediation service. If the dispute remains unresolved, either party may serve a Notice of Dispute on the other. Every effort must be made to ensure the student is not embroiled in a Notice of Dispute or legal proceedings.

11.6 At the expiration of 14 days after service of the Notice of Dispute, the service provider, the student and/or the RTO shall, if any attempt to resolve the dispute has been unsuccessful, have the right to commence legal proceedings.

12. Variation/Cancellation

12.1 The parties agree that:

12.1.1 the terms and conditions of this agreement form an agreed minimum standard and cannot be varied. Any additional requirements must be agreed to in writing by the RTO, the service provider and the student, and attached as a separate document

12.1.2 the agreement may be terminated at any time by the RTO, the service provider or the student by giving seven days' notice in writing to each of the other parties as long as every effort has been made to minimise any resulting disadvantage to the student

12.1.3 this agreement may be terminated by the service provider or the RTO summarily at any time with immediate effect if any party fails, omits or neglects to comply with the service provider's policies and procedures, or if the student is guilty of misconduct in connection with the performance of the duties under the work placement.



13. Schedule 1

Declaration

By signing this agreement, I declare that I understand and agree to the terms and conditions in full as outlined in the agreement.

Student

Name:

Signature:

Date:

[INSERT SERVICE PROVIDER ORGANISATION NAME] representative

Name:

Signature:

Date:

[INSERT RTO NAME] representative

Name:

Signature:

Date:

