



## Unpaid Engineering Professional Practice Approval Form

### INSTRUCTIONS FOR USE

- This form is for vocational placements which, in accordance with the *Fair Work Act 2009* (Cth), are undertaken as a requirement of a University of Queensland program and for which the student is not entitled to be paid any remuneration from the placement provider. See <https://www.fairwork.gov.au/how-we-will-help/templates-and-guides/fact-sheets/unpaid-work/student-placements> for more information.
- The University's insurance cover will not apply to placements undertaken without UQ approval. Refer to <https://www.eait.uq.edu.au/current-students/employability/engineering-professional-practice?p=3#3> for more information.
- Students are to complete sections 1, 2, 3 and 4 before sending to the placement provider to sign. Information should be typed.
- The form is to be completed in all sections and submitted at least two (2) working days prior to the commencement of the placement.
- Students are to read the UQ Standard Terms and Conditions for Placements attached to this form and provide a copy of the approved form to the placement provider prior to commencement.

### SECTION 1- STUDENT DETAILS

<b>Student name ("Student"):</b> <i>(required)</i>		<b>Student number:</b> <i>(required)</i>	
<b>Postal address:</b> <i>(required)</i>			
<b>Suburb:</b> <i>(required)</i>		<b>State:</b> <i>(required)</i>	<b>Postcode:</b> <i>(required)</i>
<b>Phone:</b> <i>(required)</i>		<b>Student e-mail:</b> <i>(required)</i>	
<b>Current degree program:</b> <i>(required)</i>		<b>Current primary discipline:</b> <i>(required)</i>	
<b>Expected graduation semester:</b> <i>(required)</i>		<b>Expected graduation year:</b> <i>(required)</i>	

## SECTION 2- PLACEMENT PROVIDER DETAILS

<b>Company name ("Provider"):</b> <i>(required)</i>	<b>ABN:</b> <i>(if applicable)</i>
<b>Company address:</b> <i>(required)</i>	
<b>Company suburb:</b> <i>(required)</i>	<b>Company state:</b> <i>(required)</i>
<b>Company postcode:</b> <i>(required)</i>	<b>Country:</b> <i>(required)</i>
<b>Company phone:</b> <i>(required)</i>	<b>Company e-mail:</b> <i>(required)</i>
<b>Company website:</b> <i>(required)</i>	

## SECTION 3- PLACEMENT DETAILS

<b>Facility name:</b> <i>(required)</i>		
<b>Facility address:</b> <i>(required)</i>		
<b>Supervisor name:</b> <i>(required)</i>		<b>Supervisor position:</b> <i>(required)</i>
<b>Supervisor is a qualified engineer:</b>		
<b>Start date:</b> <i>(required)</i>	<b>End date:</b> <i>(required)</i>	<b>Total hours:</b> <i>(required)</i>
<b>Activities and tasks to be undertaken:</b> <i>(required)</i>		

The Faculty are collecting the following data to understand the number of remote work placements being undertaken by students:

<b>How would you define your placement based on the following?</b> <i>(required)</i>
<b>On average, how many days per week do you plan to work?</b> <i>(required)</i>
<b>If you are planning to work remotely (from home) for your placement, how many touch points/check in meetings are planned with your supervisor per week?</b> <i>(if required)</i>

If you are employed by a business that provides professional engineering services, it is important you are aware of the requirement to be directly supervised by a practicing professional engineer who is responsible for the services as required under the Professional Engineers Act 2002, or any other similar Act or legislation where the work is undertaken outside of Queensland.

### SECTION 4 – STUDENT CONFIRMATION

I confirm that the details above are to the best of my knowledge correct and will promptly inform the parties of any change.

<b>UQ student name:</b>	
<b>Signature:</b>	<b>Date:</b>

### SECTION 5 – EXECUTION

This form and the terms and conditions contained herein are accepted by the parties upon signature of authorised personnel indicated below. The date of this form will be the date the last party signs.

<b>Signed for and on behalf of the Placement Provider by its authorised officer:</b>
<b>Signature:</b>
<b>Name:</b>
<b>Position:</b>
<b>Date:</b>

<b>Signed for and on behalf of The University of Queensland ('UQ') by its authorised officer:</b> I certify that the Placement is relevant to the student's education and approve the Placement for the specified period.
<b>Signature:</b>
<b>Name:</b>
<b>Position:</b>
<b>Date:</b>

# UQ's Standard Terms and Conditions for Placements (Single Student)

## 1 Placement

- 1.1 Students will attend the Facility to participate in a Placement in such numbers, on such days and at such times as agreed in writing between the parties
- 1.2 The parties acknowledge that the Student is to be treated as being supernumerary to the Facility's staffing requirements and is not employed by the Provider.

## 2 Provider Responsibilities

- 2.1 The Provider will be responsible for making available suitably qualified Provider Supervisors who will:
  - (a) supervise, provide education opportunities, and evaluate the Student; and
  - (b) be responsible for the day-to-day supervision of the Student.
- 2.2 The Provider will conduct an induction process for the Student (including occupational health and safety, other workplace policies and confidentiality) to orient the Student to the Facility.
- 2.3 The Provider will ensure that the Facility and any plant or equipment used by the Student during the Placement complies with all relevant workplace health and safety laws prior to the Student using that Facility, plant or equipment.
- 2.4 The Provider will use all reasonable endeavours to provide to the Student a meaningful and appropriate learning experience so as to achieve the objectives of the Program.
- 2.5 The Provider will acknowledge the Student's right to feel safe and to be treated with respect while on placement and undertake to provide an environment that is, so far as is reasonably practicable, free from hazards and risks that might result in the student suffering physical or psychological harm.
- 2.6 The Provider of a **Clinical Placement**:
  - (a) must, subject to the consent of patients/clients, involve the Student in clinical activities.
  - (b) acknowledges that it is solely responsible for the health and associated care provided to its patients and clients, and that Students are not qualified professionals.
- 2.7 The Provider will participate in the Student evaluation process as agreed with the Placement Co-ordinator.
- 2.8 In the event of a serious incident involving the Student, the Provider will immediately notify UQ on the following telephone number: **Academic Registrar Telephone: +61 7 3365 2224 or if no response, UQ Security, Telephone: +61 7 3365 3333.**

## 3 UQ Responsibilities

- 3.1 UQ will nominate a Placement Co-ordinator who will liaise with the Provider Supervisor in relation to the learning objectives and evaluation requirements of the Placement.
- 3.2 UQ will use all reasonable endeavours to ensure that the Student and UQ Employees while at the Facility agree to:
  - (a) comply with all lawful directions of the Provider's staff; and
  - (b) abide by the Provider's relevant policies, procedures, by-laws and regulations of which they are notified by the Provider.

## 4 Withdrawal From Placement

- 4.1 Where the Provider considers that disciplinary action should reasonably be taken against a Student or UQ Employee, the Provider will, as soon as is practicable, notify UQ of:
  - (a) the name or names of the Student or UQ Employee; and
  - (b) the grounds upon which it considers disciplinary action should be taken.The matter will then be the responsibility of UQ.
- 4.2 The Provider may exclude a Student or UQ Employee from the Facility where it considers on reasonable grounds that the Student's or UQ Employee's conduct is inappropriate in the relevant circumstances and is of sufficient severity to warrant exclusion from the Facility.
- 4.3 Upon deciding to exclude a Student or UQ Employee from the Facility under clause 4.2, the Provider will notify UQ of the exclusion.
- 4.4 Upon receipt of notice under clause 4.3 UQ will advise the Student or UQ Employee not to attend the Facility for the purposes of the Placement. The matter will then be the responsibility of UQ.
- 4.5 UQ, on the provision of notice in writing to the Provider, may withdraw a Student from a Placement.

## 5 Insurance

- 5.1 UQ holds and will maintain the following protections or insurance coverage for the Student undertaking an unpaid Placement within the framework of this Agreement:
  - (a) Public liability

- (b) Professional liability
  - (c) Medical malpractice for **Clinical Placements**
  - (d) Personal accident; and
  - (e) Travel (if applicable).
- 5.2 The Provider holds and will maintain the following protections or insurance coverage for the duration of this Agreement, and in respect of Professional Indemnity for an additional period of at least seven years following the expiry or earlier termination of this Agreement:
- (a) Public liability; and
  - (b) Professional indemnity that appropriately reflects the Provider's scope of business
- 5.3 The Provider situating in a jurisdiction outside of Australia is deemed to satisfy the requirements of clause 5.2 if the Provider can provide equivalent protection or insurance to that required under clause 5.2.
- 5.4 A Party shall provide Certificates of Currency evidencing proof of protections or insurance (or equivalent in the case of clause 5.3) on request by the other party.
- 5.5 If the Provider remunerates the Student during the Placement, the protections specified in clause 5.1 above will not apply. In those circumstances, the Provider will be responsible for ensuring that the Student is covered by appropriate insurance including but not limited to workers' compensation, public liability insurance and professional indemnity insurance (if applicable).

## **6 Indemnity**

- 6.1 UQ indemnifies the Provider, its officers and employees against all liability, loss, damage, expense or cost ("Loss") arising directly from any negligent act or omission by UQ, its officers or employees or a Student in relation to the Placement.
- 6.2 The Provider indemnifies UQ, its Students, officers and employees against all Loss arising directly from any negligent act or omission by the Provider, its officers or employees in relation to the Placement.
- 6.3 A party's liability to indemnify under clause 6.1 or 6.2 will be reduced to the extent to which any Loss arises out of any negligent act or omission of the other party, its officers or employees, or Students (in the case of UQ).
- 6.4 In no event will either party be liable to the other party for any damages if and to the extent caused by the other party's failure to perform its responsibilities or for any of the following even if informed of their possibility:
- (a) loss of, or damage to data;
  - (b) special, incidental or indirect damages or for any economic consequential damages;
  - (c) loss of profits, business revenue, goodwill or anticipated savings;
  - (d) loss or liability incurred by the Provider as a result of a third party claim.

## **7 Confidentiality**

- 7.1 A party will not, except as expressly authorised by the other party or required by law, disclose to any third party any Confidential Information provided by the other party in the course of the Placement.
- 7.2 For **Clinical Placements**, in addition to 7.1 above, UQ will comply with, and will use all reasonable endeavours to ensure that the Student and UQ Employees comply with, the Provider's privacy code as notified to UQ, and all applicable laws which apply to Medical Records.
- 7.3 Nothing in this Agreement will limit the right of the Student to have the Student's Thesis examined and published in accordance with UQ policies and procedures. However, if the Student's Thesis contains Confidential Information of the Provider, UQ, upon the Provider's reasonable request, will limit access by a third party to the Student's Thesis for an agreed period of time.
- 7.4 As a publicly funded organisation, UQ has an obligation to report on the impact and outcomes of that funding. UQ may, therefore, release de-identified Student data to relevant third parties, including the names of companies or organisations that provide work experience, work placements and internship opportunities to its students and/or have visited campus to give recruitment-type presentations.

## **8 Intellectual Property**

- 8.1 For undergraduate and postgraduate coursework students:
- (a) The parties acknowledge that any intellectual property created by a Student during a Placement remains the property of the Student, unless otherwise agreed between the Provider and the Student.
  - (b) UQ acknowledges that any intellectual property created by a Student or a UQ Employee in the Medical Records will be owned by the Provider of a Clinical Placement.
- 8.2 For Higher Degree Research (HDR) Students:
- (a) New IP will be owned by the Provider, unless otherwise agreed. To the extent required to give effect to that ownership, UQ assigns all right, title and interest in the New IP to the Provider immediately when it is created or developed.
  - (b) For the avoidance of doubt, the parties acknowledge that the Placement is unrelated to the Student's Thesis. Nothing in this Agreement affects ownership of copyright in the Student's Thesis, which remains with the Student.

## 9 Termination

- 9.1 Either party may terminate this Agreement for breach by the defaulting party of any term of this Agreement if the defaulting party has failed to remedy the breach within 30 days of receiving written notice of the breach from the other party.

## 10 General Provisions

- 10.1 All notices by either party must be in writing and addressed to the person nominated in this Agreement. All notices must be sent by pre-paid post or by email. Notices will be deemed to have been received on the second business day after posting or in the case of email, 4 hours after the time sent by email (as recorded on the sender's device) unless the sender receives an automated message that delivery failed.
- 10.2 Each party enters into this Agreement as independent contractors. Nothing in this Agreement shall create any relationship between the parties amounting to a partnership, agency, trust or joint venture.
- 10.3 This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Scanned signatures of the parties' authorised representatives shall be deemed original signatures for all purposes.
- 10.4 This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

## 11 Definitions

- 11.1 In this Agreement:

**"Agreement"** means the covering page and these Standard Terms & Conditions which form the Contract under which the Placement will be conducted;

**"Clinical Placement"** means the component of an accredited curriculum, undertaken with supervision in an environment that provides healthcare or related services to patients or clients, which assists students to put theoretical knowledge into practice;

**"Confidential Information"** means confidential information of a party and includes information whether verbal, written or in some other form, including but not limited to electronic form relating to:

- (i) the Placement;
- (ii) knowledge or information regarding the business transactions, affairs, property, policies, procedures or activities of the Provider;
- (iii) any document which is marked confidential;
- (iv) any document or information which a party advises the other is confidential; and
- (v) the Medical Records.

**"Facility"** means the facility owned by or under the control of the Provider at which the Placement will take place as set out in the covering page;

**"Higher Degree Research (HDR) Students"** means a higher degree by research candidate admitted to the UQ higher degree by research program undertaking a placement as part of a program approved by the UQ Graduate School, which is unrelated to their Thesis;

**"Intellectual Property Rights"** means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967*;

**"Medical Records"** means the records of a person who receives health care services from the Provider of Clinical Placements;

**"New IP"** means all Intellectual Property Rights created by the Student in the course of or arising from the conduct of the Placement. New IP does not include copyright in the Student's Thesis or any Intellectual Property Rights the Student might create or develop outside the scope of the Placement;

**"Placement"** means the placement of the Student referred to in the covering page at the Facility where the student will be involved in activities of the Provider under the supervision of an officer or employee of the Provider;

**"Placement Co-ordinator"** means the UQ employee who is responsible for the administration of the Placement;

**"Provider Supervisor"** means the officer or employee of the Provider who is responsible for supervising the Student while on Placement;

**"Program"** means the program being studied by the Student as set out in the covering page;

**"Student"** means the Student identified in the covering page as undertaking the Placement, this includes Higher Degree Research (HDR) Students;

**"Thesis"** means the Student's Thesis or any other work submitted by the Student for assessment purposes for completion of their Program.

**"UQ Employee"** means the Placement Co-ordinator and any other employee of UQ that attends the Facility in relation to the Placement.

11.2 In this Agreement:

- (a) words in the singular include the plural and the plural includes the singular;
- (b) words importing a gender include any other gender;
- (c) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) "including" and similar expressions are not words of limitation;
- (e) defined terms include other parts of speech and grammatical forms of the defined word or phrase; and
- (f) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement