



# Student Placement Head Agreement (Non-clinical vocational placements)

## Parties

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BETWEEN: NORTHERN TERRITORY OF AUSTRALIA (ABN 84 085 734 992) ("NTG")

AND: CHARLES DARWIN UNIVERSITY (ABN 54 093 513 649) ("CDU")

## Background

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- A. CDU conducts courses of study leading to undergraduate and postgraduate awards.
- B. Students of CDU may need to undertake a Placement as a requirement of an educational or training course to obtain a recognised qualification and/or seek registration in a relevant discipline.
- C. In pursuance of the CDU/NTG Partnership Agreement, NTG and CDU have agreed to conduct student placements with NTG agencies in accordance with the terms of this Student Placement Head Agreement (**this Agreement**).

## How this Head Agreement Works

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- a) Where the parties to this Agreement and a Student execute a Placement Schedule, a contract is formed between them, which comprises the Agreed Terms in this Agreement and the Placement Schedule.
- b) The Placement Schedule provides the details of the particular Placement, including the Student name, the Agency, the parties' representatives, the Student's supervisors, the Course and the Placement Period.
- c) The Placement Schedule is signed by the Student and the authorised representatives of the parties.
- d) Nothing in this Agreement obliges an Agency to accept Students.

## Agreed Terms

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### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

- (a) **Additional Requirements** means the additional requirements described at **Item 10**.
- (b) **Agency** means the NTG Agency named at **Item 1** with responsibility for the Placement.
- (c) **Agency Representative** means the NTG employee named at **Item 2**, who is nominated by the Agency to coordinate Placements with CDU.
- (d) **Agency Student Supervisor** means the NTG employee named at **Item 3** who is responsible for the day-to-day supervision of the Student during the Placement.
- (e) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Darwin in the Northern Territory.
- (f) **CDU Representative** means the CDU employee named at **Item 4** responsible for overseeing Placements.
- (g) **CDU Student Supervisor** means the CDU employee named at **Item 5** who is the academic supervisor for the Student.

- (h) **Clearance Notice** means a clearance notice issued under the *Care and Protection of Children Act 2007* (NT).
- (i) **Client** means patrons, customers, clients and invitees of the Agency (including members of the public where applicable), with which a Student may have contact in the course of the Placement.
- (j) **Course** means the course of study specified at **Item 7** with CDU intended to lead to an undergraduate or postgraduate award and/or registration in a relevant discipline.
- (k) **Criminal History Check** means a history of criminal records as defined in the *Criminal Records (Spent Convictions) Act 1992* (NT) that meets the requirements of clause 8.
- (l) **Facilities** means any facility or place that the Agency delivers services to Clients, whether in a Northern Territory Government owned property or elsewhere, and includes the Workplace.
- (m) **Intellectual Property** means all present and future registered and unregistered rights in relation to copyright, patents, trademarks, designs, inventions, trade secrets and all other intellectual property.
- (n) **Item** means an item in the Placement Schedule.
- (o) **Personal Information** means all 'personal information' as defined in the Privacy Laws (including 'health information' and 'sensitive information') to which Students, CDU or CDU's employees are exposed in the course of a Placement or otherwise in connection with this Agreement and includes any information obtained from, about or in connection with, a Client.
- (p) **Placement** means a "vocational placement" with the Agency within the meaning of the *Fair Work Act 2009* (Cth) that is a compulsory Course requirement.
- (q) **Placement Period** means the period specified at **Item 9** and includes any extension of the Placement Period that is agreed by the parties in writing.
- (r) **Placement Schedule** means the schedule to this Agreement that, once completed and signed by the parties, forms a contract between CDU, NTG and the Student, comprising of the Agreed Terms in this Agreement and the Placement Schedule.
- (s) **Privacy Laws** means the *Information Act* (NT) and the Information Privacy Principles set out in that Act or any 'code of practice' approved under that Act that applies to the Agency.
- (t) **Student** means students of CDU enrolled in a Course who are undertaking, or are intending to undertake, a Placement and, in the case of a Placement Schedule, means the Student named at **Item 6**.
- (u) **Student Obligations** means the obligations of the Student under this Agreement and includes the Additional Requirements (if any).
- (v) **Term** is the period described in clause 2.1.
- (w) **Workplace** means the primary location at **Item 8** at which the Student is required to attend for the purpose of the Student Placement.

1.2 In this Agreement:

- (a) the words 'include' or 'includes' are not words of limitation;
- (b) a word denoting the singular includes the plural and vice versa; and
- (c) where a clause requires notice, consent, approval, agreement or words of similar effect, then it must be given or obtained in writing to be effective.

**2. Term of Agreement**

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- 2.1 This Agreement will commence on the date the last party to sign this Agreement does so and will continue during the period the CDU/NTG Partnership Agreement remains in effect.
- 2.2 Notwithstanding clause 2.1, this Agreement will operate to cover any period that the Student is engaged in a Student Placement under a Placement Schedule that is signed during the Term, whether contiguous or non-contiguous.

### **3. Placement Details**

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- 3.1 The parties acknowledge and agree that the Student Placement is a vocational placement that meets the requirements of the *Fair Work Act 2009* (Cth), including that it is unpaid, it is undertaken as a requirement of a Course, and it is authorised for the purpose of that Act.
- 3.2 A Student Placement will provide the Student with work experiences which are consistent with the educational objectives of the Course.
- 3.3 The parties and the Student will agree the details of a Student Placement by completing and executing a Placement Schedule.
- 3.4 For the purpose of a Student Placement, the Student:
  - (a) is not entitled to, and will not receive from the Agency, any payment, remuneration, compensation or allowance;
  - (b) is not for any purpose an employee of NTG; and
  - (c) will not be construed as an employee of NTG by reason of this Agreement.

### **4. CDU Responsibilities**

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- 4.1 CDU is responsible for the selection of Students for a Placement. CDU warrants that the Student is currently enrolled in the Course.
- 4.2 CDU appoints the CDU Student Supervisor for the Student and warrants that person is an appropriately qualified academic supervisor for the Student Placement.
- 4.3 Prior to the commencement of the Student Placement, CDU will:
  - (a) provide all necessary information to the Agency;
  - (b) provide proof of identity of the Student;
  - (c) ensure Students are aware of the Student Obligations and take reasonable steps to ensure they comply with those obligations;
  - (d) If required at **Item 10**, ensure the Student:
    - (i) undertakes a Criminal History Check; and
    - (ii) holds and maintains a current Clearance Notice during the Placement Period.

### **5. Agency Responsibilities**

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- 5.1 For the purpose of a Placement, the Agency will:
  - (a) appoint the Agency Student Supervisor;
  - (b) ensure qualified and experienced staff supervise the Student, with the level and amount of direct and indirect supervision required to be determined by the Agency in consultation with CDU prior to the Placement Period commencing;
  - (c) provide the Student with orientation, induction and training relevant to the Workplace, including:
    - (i) security, emergency procedures and the use of any relevant equipment; and
    - (ii) relevant guidelines, policies, manuals, rules, regulations, protocols and procedures.
  - (d) provide the Student with experience, training and skills relevant to the Course and any educational objectives set out at **Item 7**;
  - (e) allow the Student access to Client information for the purpose of the Placement, including arranging any necessary Client consents;
  - (f) make available such facilities and equipment to the Student as are required for the Placement;
  - (g) liaise with the CDU Student Supervisor with respect to the Student's progress in the development of skills and experience;
  - (h) maintain attendance records and report all Student absences to CDU;

- (i) provide personal protective equipment for a Student (where required);
  - (j) notify CDU as soon as possible if the Student is injured, or an incident occurs which exposes the Student to a risk to their safety or well-being;
  - (k) allow the CDU Representative to attend the Workplace to inspect health and safety systems and/or visit the Student on reasonable notice; and
  - (l) provide an evaluation of the Student's performance in the form required by CDU.
- 5.2 In this clause 5, "direct" means one on one supervision of the student with the supervisor present and "indirect" means that the supervisor is not necessarily present but within the same building or off site but within contact using appropriate forms of communication including telephone, email or other electronic means.

## **6. General Student Obligations**

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- 6.1 The Student must maintain the privacy and confidentiality of Clients, both during and after the Placement.
- 6.2 During the Placement, the Student must:
- (a) perform the duties relevant to the Placement and other tasks, work or duties reasonably required by the Agency, during usual working hours or such other hours reasonably directed by the Agency, to the best of their ability;
  - (b) behave in a professional and appropriate manner;
  - (c) conform to, observe and comply with all lawful directions given by the Agency Student Supervisor and Workplace staff;
  - (d) not cause any unreasonable or unnecessary disruption to the routines, procedures, operations and activities of the Agency or the Workplace;
  - (e) comply with the Northern Territory Public Sector Principles and Code of Conduct (at [https://ocpe.nt.gov.au/data/assets/pdf\\_file/0004/244057/conduct\\_2007\\_November.pdf](https://ocpe.nt.gov.au/data/assets/pdf_file/0004/244057/conduct_2007_November.pdf);
  - (f) comply with all laws relevant to the Placement and the Workplace;
  - (g) without limiting any other provision of this Agreement, adhere at all times to the rules, policies, directions or other requirements set out in **Item 10** and such other rules, policies, directions or other requirements notified to the Student by the Agency from time to time; and
  - (h) take reasonable care of all property of the Agency.

## **7. Working with Children Clearance**

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- 7.1 The Student acknowledges and agrees that if they perform child-related work within the meaning of the *Care and Protection of Children Act 2007* (NT) in connection with the Placement, or if required at **Item 10**, they must, at no cost to the Agency, hold and maintain during the Placement Period a valid Clearance Notice (also known as an "Ochre Card") issued under that Act.
- 7.2 Where clause 7.1 applies, the Student must provide a true copy of the Clearance Notice to the Agency.

## **8. Criminal History Screening**

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- 8.1 If required at **Item 10**, the Student must, prior to commencing the Placement Period, at their own cost:
- (a) apply for and obtain a national criminal history record check (which may be required by the Agency to include a fingerprint check); and
  - (b) provide a true copy of the resulting criminal history record to the Agency.
- 8.2 By signing the Placement Schedule, the Student consents to the Agency requesting and obtaining a copy of the Student's criminal history record from the Northern Territory Police at any time during the Placement.
- 8.3 Applications for relevant criminal history checks may be made at any Northern Territory Police station or online and the Student acknowledges that they will be required to sign an indemnity in favour of the Northern Territory Police before the application can be processed. For the purpose of the application,

irrelevant criminal records as defined by section 4 of the *Anti-Discrimination Act 1992* (NT) should be excluded.

- 8.4 During the Placement, the Student must immediately advise the Agency if they are charged with or convicted of any criminal offence and If the Student fails to do so, the Agency may terminate the Placement by notice with immediate effect.

## **9. Vehicles**

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9.1 The Student acknowledges and agrees that:

- (a) they are not permitted to drive a Northern Territory Government vehicle ("NTG vehicle") without obtaining prior written approval from the Agency Representative (acknowledging that in general, non-NTG employees are not permitted to drive NTG vehicles);
- (b) if permitted to drive an NTG vehicle, the Student:
  - (i) will first read the NT Fleet Driver's Handbook prior to first driving the vehicle, and will comply with the "Driver Responsibilities" section of that Handbook; and
  - (ii) will not drive an NTG vehicle without holding a valid driver's licence; and
- (c) if driving a non-NTG vehicle in connection with the Placement, the Student must ensure the vehicle meets Northern Territory registration requirements, is comprehensively insured and that the Student holds a valid driver's licence.

## **10. Discipline and Control**

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10.1 CDU is responsible for the discipline and control of the Student.

10.2 If the Student:

- (a) fails to commence the Placement on the commencement of the Placement Period;
  - (b) is absent from the Placement without reasonable excuse;
  - (c) ceases to be enrolled in the Course;
  - (d) in the opinion of the Agency:
    - (i) is not competent to perform their allotted tasks
    - (ii) fails to conduct themselves in a safe, appropriate and professional manner;
    - (iii) is guilty of misconduct, incompetence, gross inefficiency, wilful neglect of duty, or any serious or persistent failure to follow reasonable directions of the Agency;
    - (iv) is unwilling or incapable of comply with or performing their obligations under this Agreement; or
  - (e) otherwise materially breaches provision of this Agreement,
- the Agency may direct the Student to immediately leave the Workplace for any period of time and the Agency will:
- (f) promptly notify CDU, giving reasons; and
  - (g) consult with CDU and the Student to determine a course of action,

and if a suitable course of action is not agreed within 10 Business Days, the Agency may terminate the Placement by notice with immediate effect.

## **11. Conflict of Interest**

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11.1 For the purposes of this clause 11, "Conflict" means any matter, circumstance, interest, or activity directly or indirectly affecting the Student which may, or may appear to, impair the ability of the Student to carry out the Student's responsibilities and obligations under this Agreement diligently and independently.

11.2 The Student warrants that, at the date of signing the Placement Schedule, to the best of their knowledge, no Conflict exists or is likely to arise in the performance of their obligations under this Agreement.

- 11.3 If, during the Placement Period, a Conflict arises, or appears likely to arise, the Student must immediately notify the Agency in writing of the Conflict and the steps the Student proposes to take to resolve or deal with the Conflict.
- 11.4 Where, in the opinion of the Agency, the Conflict cannot be satisfactorily resolved or managed, the Agency may terminate the Placement by notice with immediate effect.

## **12. Confidentiality and Privacy**

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- 12.1 In this clause 12, "**Confidential Information**" means information in any form, including documents and data, which is provided, disclosed or obtained by any means, whether electronic, written or otherwise, and includes information obtained verbally or visually which is received, observed, handled or otherwise acquired by the Student during the Placement, and in particular includes (but is not restricted to) information that:
- (a) is marked or indicated as being "confidential", "personal" or similar;
  - (b) is information about a person that is "personal information" as defined in the Privacy Laws;
  - (c) is by its nature confidential;
  - (d) the Student knows, or ought to know, is confidential;
  - (e) is designated as confidential by the person who provides the information, or for whom the information is provided; or
- but does not include information which:
- (f) is already in the public domain otherwise than as a result of a breach of this Agreement;
  - (g) was already known to the receiving party as at the date of this Agreement; or
  - (h) is required to be disclosed by law.
- 12.2 The Student agrees that, other than with the prior written consent of the Agency, they will:
- (a) keep Confidential Information strictly confidential, and will not directly or indirectly at any time divulge or allow to be divulged to any person or entity any Confidential Information, other than in accordance with the terms of this Agreement;
  - (b) use Confidential Information solely for the legitimate performance of the Placement, and not for any other purpose;
  - (c) not retain, destroy or permanently remove from their records any original documents, records, notes, copies or materials containing Confidential Information;
  - (d) not comment publicly on any matter in connection with the Placement;
  - (e) deal with all personal information in a manner that is consistent with the Privacy Laws as if the Student were a public sector employee; and
  - (f) take all reasonable measures to ensure that Confidential Information is protected from misuse and loss and from unauthorised access, modification, disclosure or other misuse.

## **13. Intellectual Property**

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- 13.1 Nothing in this Agreement affects the ownership of any Intellectual Property which is owned by CDU, the Agency or the Student prior to the Placement.
- 13.2 All training, curriculum and learning materials and reports used or created in relation to a Placement is owned by CDU.
- 13.3 Subject to clause 12, all Intellectual Property created by the Student during or after the Placement for the sole purpose of meeting the Course requirement (such as any academic assignment, report or thesis) is owned by the Student.
- 13.4 Except to the extent clause 13.3 applies, the parties acknowledge and agree that any Intellectual Property created by the Student during a Placement will vest exclusively in the Agency.
- 13.5 The Agency may licence CDU or the Student to use the Intellectual Property to which clause 13.4 applies for non-commercial, educational, teaching or research purposes, subject to any conditions and confidentiality obligations as might reasonably be required by the Agency.

#### **14. Insurance, Risk and Liability**

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- 14.1 The Student and CDU accept all risks and liabilities in connection with the Placement, including, without limitation, that the Placement does not satisfy the Course Requirement.
- 14.2 CDU must hold and maintain adequate insurance to cover the risks and liabilities of the CDU and the Student in relation to the Placement, including public liability for an amount not less than \$20 million in respect of any claim, which cover extends to a Student undertaking a Placement, and a personal accident insurance policy that covers CDU students, including Students engaged in a Placement.
- 14.3 The parties acknowledge that the Agency self-insures for its risks and potential liabilities arising in relation to a Placement and, if the NTG remunerates the Student with respect to the Placement, the Student will be covered by the NTG's workers' compensation and public liability self-insurance arrangements.
- 14.4 To the full extent permitted by law, CDU and the Student releases the Agency from any and all liability for loss or damage of any kind sustained or incurred by the Student in connection with the Placement, except to the extent that any unlawful or negligent act or omission of the Agency, or an express direction by the Agency to the Student, caused or contributed to the relevant liability.
- 14.5 CDU indemnifies the NTG, its officers and employees against all liability, loss, damage, reasonable expense or cost ("Loss") which they suffer, sustain or incur as a result of any negligent act or omission by CDU, its officers or employees or a Student in relation to the Placement, except to the extent the Loss arose as a result of the unlawful, negligent or fraudulent act or omission of, or breach of this Agreement by, the NTG.
- 14.6 In no event will a party be liable to another party for consequential or indirect Loss.

#### **15. Dispute Resolution**

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- 15.1 If a dispute arises between the parties as to any matter or thing arising out of this Agreement (**Dispute**), the party claiming the Dispute must promptly give notice to the other parties setting out the particulars.
- 15.2 The parties will, in the first instance, take reasonable steps to resolve the Dispute by negotiation (including referring the Dispute to NTG Agency's Chief Executive Officer and CDU's Vice Chancellor or their delegates) and mediation before instituting legal proceedings.
- 15.3 Notwithstanding the existence of a Dispute, but subject to lawful termination of the Placement, each party must continue to perform its obligations under this Agreement.

#### **16. Termination of a Placement**

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- 16.1 The Student or CDU may terminate a Placement by notice in writing to the other parties:
- (a) at any time by the giving of not less than 10 Business Days' notice, in which case the Placement will terminate with effect from the expiry of such notice period; or
  - (b) a party commits a material breach of its obligations under this Agreement and that breach cannot be remedied or, if it can be remedied, is not remedied within the period set out in the notice of the breach.
- 16.2 The Agency may terminate a Placement immediately by serving notice in writing on the other parties if:
- (a) any clause in this Agreement gives the right to terminate;
  - (b) the Student breaches the privacy or confidentiality of any Client;
  - (c) the Student commits a material breach of their obligations under this Agreement and that breach cannot be remedied or, if it can be remedied, is not remedied within the period set out in the notice of the breach
  - (d) the Student cannot or does not hold a Clearance Notice when required to do so under this Agreement;
  - (e) the Student:
    - (i) fails to provide a criminal history record when required to do so; or

- (ii) has a criminal history record that reveals a conviction for an offence considered by the Agency to indicate the Student is unsuitable for the Placement.

## **17. Termination of this Agreement**

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- 17.1 If a party does not comply with any of its obligations under this Agreement, then the other party may:
- (a) if it reasonably considers that the non-compliance is not capable of remedy, terminate this Agreement by giving 3 months' notice; or
  - (b) if the non-compliance is capable of remedy, give notice requiring the non-compliance to be remedied within the timeframe specified in the notice and, if not remedied within that time, may terminate this Agreement by giving a second notice.
- 17.2 If this Agreement is terminated, the parties will use all reasonable endeavours to allow Students who have commenced a Placement to complete their Placement with the Agency, and the rights and obligations of the parties under this Agreement will continue with respect to that Placement.

## **18. Notices and Other Communications**

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- 18.1 All notices required or permitted to be given under this Agreement must be served personally, by prepaid registered post or by email to the contact details for relevant party (or to such other address as a party may have substituted for it by notice to the other parties).
- 18.2 A notice is deemed to have been received:
- (a) if served personally, upon hand delivery;
  - (b) if sent by prepaid registered post, on the third Business Day after posting;
  - (c) if sent by email, on the first to occur of:
    - (i) when the sender receives an automated message confirming delivery; or
    - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.
- 18.3 The parties' contact persons for day to day communications regarding the Placement are the Student, the Agency Representative and the CDU Representative named in the Placement Schedule, or such other person as may be advised by a party from time to time.

## **19. General**

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### **Governing Law**

- 19.1 This Agreement is governed by and construed in accordance with the laws of the Northern Territory and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

### **Entire Agreement**

- 19.2 This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreement or understandings between the parties in relation to its subject matter.

### **Relationship**

- 19.3 Nothing in this Agreement or its performance gives rise to any relationship of employment, partnership or agency between the parties, and it is the express intention of the parties that any such relationships are denied.

### **Amendments**

- 19.4 Subject to clause 19.5, no variation of this Agreement will be effective unless in writing and signed by the authorised representatives of each the parties.
- 19.5 A Placement Schedule may be amended in writing and signed by the Agency Representative, the CDU Representative and the Student.

**Severability**

19.6 If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

**Publicity**

19.7 No party may use another party's name in any publicity marketing or promotional material without the prior written consent of the other party.

**Public Accountability**

19.8 The parties acknowledge and agree the NTG may do anything in connection with this Agreement that may be required for compliance with the NTG's public accountability responsibilities, including legislative obligations under financial management, privacy and freedom of information laws.

**Execution**

19.9 This Agreement and a Placement Schedule may be executed by the parties in counterparts and will become effective when all counterparts have been signed and delivered to the other parties.

19.10 To the extent permitted by law, a party may validly execute this Agreement or a Placement Schedule by attaching its signature(s) to this Agreement using a recognised digital signature platform.

**Compliance with laws**

19.11 The parties must comply with all laws relevant to this Agreement in force in the Northern Territory or otherwise applicable to them from time to time.

**Waiver**

19.12 A failure by a party to enforce an obligation, make a claim, or exercise a right or remedy under this Agreement, including consequent upon a breach, will not constitute a waiver of the obligation, claim, right or remedy, unless the waiver is in writing and signed by an authorised representative of that party.

**Survival**

19.13 All clauses in this Agreement that are expressly, by their nature or by implication, intended to survive termination shall continue to operate after termination, including confidentiality, privacy, intellectual property and risk provisions.

**SIGNING**

Executed by the parties as an Agreement.

SIGNED by Nicole Hurwood (name of delegate) for and on behalf of the **NORTHERN TERRITORY OF AUSTRALIA** pursuant to a delegation under the *Contracts Act 1978* in the presence of:

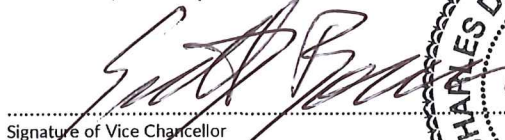
) [Signature]  
)  
) (Signature of Delegate)

Date: 11 / 6 / 2024

[Signature]  
(Signature of Witness)

Lisa Pratt  
(Name of Witness)

The COMMON SEAL of the CHARLES DARWIN )  
UNIVERSITY is affixed in accordance with its  
establishing legislation, the Charles Darwin University  
Act 2003, in the presence of:



Signature of Vice Chancellor

Professor Scott Bowman AO

Name of Vice Chancellor

Date: 7 / August 20.....

