

This agreement sets out the terms on which ICAN Learn, the Student and the Host Organisation will interact for the purposes of the Student undertaking the activities (as part of their learning in the workplace and community) described below:

1. PERSONAL DETAILS

Student Number:

Title: Mr Mrs Ms Miss Other

Surname

Given Names

Gender

Female Male LGBTIQ Unspecified

Date of Birth

Gender M F

Telephone

Mobile

Work

Address

Postcode

Email address

2. COURSE DETAILS

Current Course

Course Code

Last year Enrolled

Course Title

Host Organisation

3. PARTICULARS OF THE WORKPLACE

Date/s of Activity

Start

Finish

Location of the workplace

Standard Work Day

Start

Finish

Payment arrangements (if any).

For VE Practical Placement, if no rate is specified the rate is \$5.00 per day as per skills.

Learning goals and expected outcomes

Attach documentation

Tasks to be undertaken by student: *Tasks must be realistic and achievable within the time frame and aligned to learning outcomes where applicable*

Attach documentation

4. CONDITIONS OF THE WORKPLACE AGREEMENT

1. The Students must:

- a. behave in a professional manner. This includes being punctual when attending the Host Organisation (if and as required), behaving professionally, dressing appropriately and not disclosing any confidential information of the Host Organisation and complying with its information privacy policies;
- b. if working with the Host Organisations ICT systems, or producing software which may be introduced to the Host Organisations ICT system, not deliberately introduce (and take all reasonable precautions to prevent the introduction of) any virus or other malware into the Host Organisation's ICT systems;
- c. maintain communication with ICAN Learn and the Host Organisation's representative or workplace supervisor(s) necessary for the attainment of the learning goals and expected outcomes;
- d. comply with the statutes, policies and procedures of ICAN Learn (including, without limitation, the Learning in the Workplace Policy & Procedures and the procedures relating to occupational health and safety, equal opportunity and the Student Charter);
- e. if working at the premises of the Host Organisation, comply with the policies, procedures, directions and requirements of the Host Organisation (including, without limitation, those relating to occupational health and safety and equal opportunity);
- f. if working at the premises of the Host Organisation, advise the Host Organisation if he or she suffers from any medical condition or disability that may affect their work performance;
- g. if working at the premises of the Host Organisation, immediately advise the Host Organisation and ICAN Learn if any issue or concern arises in the workplace or if any accident or incident occurs;
- h. at the completion of the activity return to the Host Organisation all its property or equipment including security cards, computer disks, documents and records and all copies of such material in the possession or control of the Student; and
- i. if working as, or in a situation analogous to, an employee of the Host Organisation, assign to the Host Organisation all intellectual property which the Student creates during his or her work which is performed as part of the Host Organisation's ordinary business activities (Project Material) and hereby assigns all future copyright in the Project Material to the Host Organisation.

2. The Host Organisation must:

- a. read and comply with the information provided by ICAN Learn outlining administrative and academic information relating to the learning in the workplace activity and the process for reporting incidents which is attached to this agreement;
- b. make its representative available for the duration of the project (such that this person is available for meetings as needed and will respond to Student enquiries in a timely manner) and, if a Student is working at the premises of the Host Organisation, provide proper supervision of the Student by a suitably trained supervisor. The Host Organisation must

- provide a replacement representative when the designated representative becomes unavailable and notify the Student and ICAN Learn of this replacement;
- c. in all dealings with a Student, comply with, and ensure that its personnel comply with all relevant Commonwealth and State legislation, regulations, rules, codes of practice and Australian Standards, including, without limitation those relating to occupational health and safety to ensure that the Student is not exposed to any uncontrollable or inadequately controlled hazards or risks;
 - d. immediately advise ICAN Learn if any issues or concerns arise in relation to Student including any accident or incident that occurs in the workplace;
 - e. provide opportunities for the Students to meet the learning objectives of their learning in the workplace experience and provide constructive and supportive performance feedback throughout the experience;
 - f. pay the Students the pay (if any) detailed above;
 - g. if a Student is working at the premises of the Host Organisation, provide an appropriate orientation to the Host Organisation, its work culture, policies and procedures, and provide any training necessary to undertake the assigned tasks;
 - h. if a Student is working at the premises of the Host Organisation, provide and maintain a safe workplace environment, free from discrimination/harassment, with appropriate occupational health & safety and equal opportunity safeguards in place; and
 - i. if a Student is working at the premises of the Host Organisation, allow visits by ICAN Learn to monitor and assess the Student's progress.

3. The RTO, through the Student's supervisor, must:

- a. ensure the tasks and activities which are proposed to be undertaken by the Student are relevant, appropriate and consistent with the maturity, academic background and year level of the Student;
- b. use best endeavours to ensure there are opportunities for the Student to meet the learning objectives of the workplace experience;
- c. monitor and assess the Student's progress;
- d. provide constructive and supportive feedback to the Student;
- e. liaise with the Host Organisation's representative or workplace supervisor responsible for the Student if any issues arise and more generally to further the project; and
- f. act promptly to address any concerns about the safety and suitability of the workplace and well-being of the Student.

5. Nothing in this agreement will affect the ownership of any intellectual property which is owned by the Host Organisation, ICAN Learn or the Student before the date of this agreement. The Host Organisation grants a perpetual, royalty-free license to the Student to use, reproduce and modify the Project Material and such of its intellectual property (or a sub-licence of any third party intellectual property) that it makes available to the Student in the course of this project for the purpose of the Student:

- undertaking the Tasks and achieving the Learning Goals and Expected Outcomes (as specified in this agreement);
- undertaking all courses and assessments at ICAN Learn for which such rights are necessary; and
- preparing and publishing books, articles or other written scholarly literary works (subject always to the Students' obligations of confidence).

The Host Organisation grants a royalty-free license to ICAN Learn to use, reproduce and modify the Project Material and such of its intellectual property (or a sub-licence of any third party intellectual property) that is included in the Project Materials the ICAN Learn's internal purposes (including teaching).

6. Any Project Material provided to the Host Organisation is provided on an "as is" basis, use of which is undertaken at the Host Organisation's own risk and neither the Student, nor ICAN Learn make any warranties (express or implied) in relation to the functionality and performance of the Project Material and its fitness for purpose except as are necessarily provided under applicable law. Neither the Students, nor ICAN Learn will be liable for any damage, including loss of profits, business interruption and the loss or corruption of data or other information arising out of or otherwise related to the use of the Project Material.
7. This agreement may be terminated at any time by ICAN Learn or the Host Organisation on the provision of 1 week's written notice to the other parties.
8. This agreement may only be varied by a further written agreement, signed by all of the parties.

5. SIGNATURES		
SIGNED for and on behalf of ICAN Learn	Name:	
	Title:	
Date	Signature:	
SIGNED for and on behalf of the HOST ORGANISATION	Name:	
	Title:	
Date	Signature:	
SIGNED by the STUDENT I have read and understood the Student handbook and placement policy	Name:	
Date	Signature:	
6. OFFICE USE ONLY		
ICAN Learn Administration – Data entry Student records		
Agreement entered SMS <input type="checkbox"/>	Initials	Date
Agreement entered on Student File <input type="checkbox"/>		
Student File document number		