



#### **1. INTRODUCTION**

1.1 This Agreement is intended to deal with the use by Curtin University through its Faculty of Health Sciences ("Curtin") and ~~the~~ the ~~Research Dept of Rehab. Sci.~~ ("the Agency") of the Agency's facilities and resources relevant to the delivery of education programs conducted by Curtin.

1.2 Basis for the Agreement - The parties hereto have entered into this Agreement to set down certain agreed principles and details involving the facilities to be utilised by Curtin students.

1.3 The term of this Agreement is for a period of five (5) years commencing on the date of execution.

#### **2. OBJECT OF THE AGREEMENT**

The object is to ensure that Curtin students have an agreed level of access to the Agency's facilities for practical experience while maintaining proper standards of client care and to define the responsibilities of Curtin, the Agency and the student.

#### **3. ADMINISTRATION OF THE AGREEMENT**

The Agency and Curtin shall each nominate relevant persons to coordinate specific student programs in the Agency.

#### **4. ACCESS**

4.1 The numbers of students in designated practice areas and times of attendance by students shall be mutually agreed by the Agency and Curtin.

4.2 Access by Curtin staff and students will be limited to the designated practice areas, unless otherwise agreed between the parties.

4.3 Curtin staff and the Agency/ward clinical coordinator will mutually agree on the student/client ratio and the selection of clients.

4.4 Curtin will provide the Agency with the relevant details of student allocations and will provide the Agency with the names of students on clinical/professional placement.

4.5 It is the responsibility of the Agency to inform Curtin of any specific Agency policies related to the clinical/professional placement of Curtin staff and students with communicable diseases.

4.6 The Agency will make available copies of the relevant policies, regulations, rules, procedure manuals and directions (if available) for the use of Curtin staff and students. It is the responsibility of students and staff to read and understand relevant documents.

4.7 Emergency care for Curtin staff and students in case of accident or illness will be provided by the Agency whilst students are on site under the usual conditions relating to such visiting personnel during placement hours.

4.8 Access to any available room space, areas for discussion will be made by the Agency where possible, according to Agency booking procedures.

#### **5. COURSE CONTENT/PROGRAMS/ ASSESSMENT**

The administration and development of course content, clinical/practical programs, format of student assessment, extent and nature of experience required, and all related matters will be entirely the responsibility of Curtin. Student assessment is the responsibility of Curtin unless otherwise agreed.

#### **6. RESEARCH PROJECTS**

Any student research project or survey which involves the Agency, its staff or clients will require the prior approval of the Agency and the appropriate Curtin ethics committee.

#### **7. RESOURCE MATERIAL**

By arrangement with the Agency, library and/or other resource material as appropriate will be accessible to Curtin staff and students during the period of practice. Lending rights will be as negotiated by the Agency.

#### **8. SUPERNUMERARY STATUS OF STUDENTS**

Students on clinical/professional practice will be supernumerary to the Agency's staff establishment.

#### **9. LEGAL RESPONSIBILITIES**

9.1 While on Agency premises for official clinical/professional practice Curtin staff and students will remain at all times the legal responsibility of Curtin.

9.2 The Agency, the Agency board, its employees and agents will not be liable to Curtin or its student or staff in respect to any loss, damage or injury suffered by Curtin students or staff while on Agency premises, except in the case of negligence by the Agency.

9.3 Curtin will indemnify the Agency, its employees and agents against all legal liability, actions suits, proceeding, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Agency or be incurred or become payable by the Agency in respect of any negligent act or omission on the part of any one or more of Curtin students or staff while on the Agency premises for the purpose of official Curtin clinical practice unless such liability, actions, suits, proceedings, claims, demands, costs and expenses arise from any negligent act or omission by the Agency or any of its servants or agents.

#### **10. RISK ASSESSMENT**

Curtin, in collaboration with the Agency, will identify risks and mitigation strategies associated with the clinical/professional practice. The Agency will be required to identify and manage risks relevant to the Agency site.

#### **11. INSURANCE**

Curtin warrants that it has Public Liability Insurance and Personal Accident Insurance applicable to its students undertaking the professional practice.

#### **12. CLIENT CARE**

12.1 At all times it is intended that the students will provide client assessment and treatment and/or professional services to the level of their learning. Curtin staff must acquaint the relevant Agency personnel with the students' levels of learning and those aspects of total client care or professional service for which the students have not been prepared or are unable to perform.

12.2 The responsibility for client care lies with the Agency. Curtin students and staff will abide by the Agency's decisions regarding clients' needs and care.

12.3 Curtin students and staff will maintain confidentiality of client information. They will be required to comply with the Agency's standing orders in relation to client confidentiality. This may involve completion of the Agency's "Declaration of Confidentiality", where appropriate, upon commencement of their practical experience.

#### **13. UNIFORMS**

Subject to agreement with the Agency, Curtin will be responsible for the selection of uniforms where these are required for its staff and students. The Agency will not be responsible for the supply or laundering of uniforms. Where uniforms are not required, the Agency's dress standards will be followed.

#### **14. DISCIPLINE OF STUDENTS**

**FACULTY OF HEALTH SCIENCES  
GO GLOBAL FIELDWORK  
AGREEMENT**



14.1 While on the Agency site, Curtin students will be under the general direction of Curtin staff, unless otherwise agreed by the Agency and Curtin, and will be required to observe appropriate by-laws and rules of the Agency. Curtin students will be expected to be familiar with and conform to safety procedures such as the Agency security/fire and safety regulations.

14.2 Any matters of student discipline will be referred to Curtin staff and will be dealt with by Curtin according to its disciplinary policy and procedures.

14.3 While undertaking professional/clinical practice, Curtin students will at all times abide by the relevant Curtin policies and procedures pertaining to academic and clinical programs.

**15. ORIENTATION**

Curtin and the Agency will arrange appropriate orientation of Curtin staff and students.

**16. IDENTIFICATION**

Curtin staff and students will wear identification badges at all times while in the Agency.

**17. SECURITY AND FIRE SAFETY**

Responsibility for induction of Curtin staff and students with respect to security, emergency and safety policies and procedures will rest with the Agency. Curtin staff and students will be responsible for familiarising themselves with these procedures.

**18. PRIVACY CLAUSE**

The Agency agrees to:

- (a) implement appropriate security measures to ensure that personal information held in connection with this Agreement is protected against loss and against unauthorized access, use, modification, disclosure or other misuse;
- (b) refrain from transmitting personal information to a jurisdiction outside Australia without the prior express consent of Curtin (which consent to be granted or withheld at Curtin's sole discretion); and
- (c) indemnify Curtin for any breaches of personal information.

**19. REVIEW AND VARIATION TO TERMS OF AGREEMENT**

The matters contained in the Agreement will be reviewed every five (5) years or at other times by mutual agreement of the parties.

The parties acknowledge that:

- (a) it is not possible for all conditions, circumstances and contingencies to be put in writing in advance;
- (b) they will each in appropriate circumstances be reasonable in seeking to vary the terms of the Agreement and have the variation documented in writing and signed by an authorised signatory of both parties;
- (c) three (3) months written notice by either party is required to terminate this agreement; and
- (d) each party enters into this Agreement as an independent contractor.

**20. OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING FIELDWORK PLACEMENTS**

Under Curtin's 'Intellectual Property: Ownership and Commercialisation Policy and Procedures' students normally own the copyright in assignments, reports, theses, etc. that they produce as part of their university course. However, when students undertake clinical/professional placements there may be circumstances where the host organisation seeks to assume ownership of any Intellectual Property (IP) that is

produced in the course of the clinical/professional placement. Materials produced by students during clinical/professional placements might include manuals, brochures, training packages, worksheets, or a variety of other publications or resources.

Host organisations may claim ownership on the grounds that they generally initiate and provide ongoing support, resources and supervision for work-related projects which students undertake as part of their clinical/professional placement.

In most cases the fieldwork agreement between Curtin and the relevant host organisation will specify what arrangements will apply to the ownership of IP in materials created by students during their clinical/professional placement. In such cases students will be advised of any specific provisions relating to the ownership of IP before they commence their clinical/professional placement.

Under 'moral rights' provisions of the Copyright Act 1968 students are entitled to be attributed as the creators of original materials that they produce as part of their clinical/professional placement. This means that students should receive a credit or acknowledgement, regardless of whether it has been determined that the host organisation owns the IP in the work.

**21. COMPLIANCE WITH LAWS**

The parties will comply with all relevant State and Federal laws applicable to this Agreement.

Signed on behalf of **CURTIN UNIVERSITY** through its Faculty of Health Sciences by

R. Spohell - ROSALIE NEWELL - CLINICAL COORDINATOR  
Faculty of Health Sciences GO GLOBAL

Date: 17 / 07 / 2019

PG & RESEARCH DEPT. OF REHAB, SCI.,  
Partner organisation: HOLY CROSS COLLEGE, TRY. INDIA

Employee name: DR. SR. LOURDU MARY

Employee title / position: HEAD OF THE DEPARTMENT.

Signature: Sr. Lourdu Mary

Date: 17 / 07 / 2019 17/7/19