STUDENT PLACEMENT AGREEMENT 2013-2017

FOR UNPAID HIGHER EDUCATION STUDENT PLACEMENTS

BETWEEN:

NORTHERN TERRITORY OF AUSTRALIA

AND:

CHARLES DARWIN UNIVERSITY

DATED THE 28th DAY OF May 2013

Solicitor for the Northern Territory
68 The Esplanade, Darwin
Telephone: 08 8935 7809 Facsimile: 08 8935 7810
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PARTIES

NORTHERN TERRITORY OF AUSTRALIA, care of its agency, DEPARTMENT OF EDUCATION AND CHILDREN'S SERVICES (ABN 84 085 734 992) ("NTG")

Address for service of notices:  
Attention: Ken Davies  
Chief Executive, Department of Education and Children's Services

Physical address:  
14th Floor Mitchell Centre  
55-59 Mitchell Street  
DARWIN NT 0800

Postal address: GPO Box 4821, DARWIN NT 0801

Telephone: 8999 5857

Facsimile: 8999 5788

Email: ken.davies@nt.gov.au

AND

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

Address for service of notices:  
Attention: Barney Glover  
Vice-Chancellor, Charles Darwin University

Physical address: Orange 12.3,  
Casuarina Campus  
Charles Darwin University,  
Ellengowan Drive, NT 0909

Postal address: Charles Darwin University, Ellengowan Drive, NT 0909

Telephone: 8946 6040

Facsimile: 8946 3480

Email: vc@cdu.edu.au

BACKGROUND

A. CDU conducts courses of study leading to undergraduate and postgraduate awards ("Courses") and registration for various professions.

B. Students may need to undertake an unpaid supervised student placement ("Student Placement") with an Agency as a compulsory course requirement to obtain a recognised qualification and/or have the ability to seek registration as a professional.

C. CDU has requested and the NTG has agreed to permit students enrolled in Courses to undertake Student Placements with the NTG by means of education programs or supervised practice placements within various NTG Agencies.
D. The objective of this agreement is to ensure that:

1. there is an overarching agreement between the parties which will govern all (or as many as possible) Student Placements within NTG Agencies, irrespective of the nature of the Course or the identity of the Agency (although this Agreement is not intended for use for teaching student placements as a separate agreement is currently in place for those placements); and

2. students undertaking a Student Placement have adequate access to the relevant NTG Facilities for practical experience as an essential part of their Course work, while ensuring that the NTG is able to maintain proper standards of service, client care and/or support; and to define the responsibilities of CDU, the NTG and students.

E. At the same time, the parties work within the terms of any Partnership Agreement agreed between them (from time to time), including objectives in the current Partnership Agreement (2012-2017), that the economic, social and environmental development of the Northern Territory is supported by a robust and resilient University working in partnership with government agencies and the wider community. The aim of this Agreement is to facilitate student placements within the NTG and contribute to the Partnership Agreement’s outcome of increasing student enrolments.

F. The NTG has agreed to CDU’s request on the following terms and conditions.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

In this Agreement, unless the contrary intention appears:

(a) **Act** means the *Information Act* (NT);

(b) **Agency** means any Agency (as defined in s18A of the *Interpretation Act (NT)*) within the NTG, and where the context requires, means the specific Agency where a student is undertaking a particular Student Placement;

(c) **Agency Representative** means the relevant NTG employee responsible for the administration and/or supervision of a particular Student Placement(s), as nominated by the relevant Agency and advised to CDU from time to time under clause 11(a);

(d) **Business Day** means a day which is not a Saturday, Sunday or Public Holiday in the location of the placement in the Northern Territory;

(e) **CDU Representative** means the relevant CDU employee responsible for the administration and/or supervision of a particular Student Placement(s), as nominated by CDU and advised to an Agency from time to time under clause 10(a);

(f) **Client** means any NTG patient, school student, customer or client (and including members of the public, where applicable) which a student may have contact with as part of the Student Placement;

(g) **Confidential Information** means:

(i) any information that by its nature is confidential;
(ii) any information designated as confidential by the party by or for whom the
information is provided; or

(iii) any information that the recipient of the information knows, or ought to know, is
confidential;

(h) Course means a course of study leading to undergraduate and/or postgraduate
awards;

(i) Criminal History means a history of criminal records, as defined in the Criminal
Records (Spent Convictions) Act;

(j) employee means an employee of CDU;

(k) NTG Facility means any government facility and any place clients receive NTG
services, whether in a NTG owned property or in the client’s homes or elsewhere;

(l) Parties means CDU and the NTG (and in respect of the NTG, where the context
requires, means the relevant Agency for a particular Student Placement);

(m) Privacy Laws means the Information Privacy Principles set out in the Act or any
‘code of practice’ approved under the Act that applies to the NTG or the relevant
Agency;

(n) Personal Information means all ‘personal information’ as defined in the Act which
students, CDU or CDU’s employees may obtain in connection with this Agreement
and includes any information obtained from, about or in connection with a Client;

(o) student means a student of CDU;

(p) Student Placement means a period of supervised student placement with an
Agency to satisfy a compulsory course requirement to obtain a recognised
qualification; and

(q) Term is the period described in clause 2.1.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing any gender include all other genders;

(c) "person" includes a corporation;

(d) all references to statutes also refer to statutes amending or re-enacting or replacing
the statutes referred to and include a reference to all proclamations, orders in council,
regulations, rules by-laws, ordinances and any other instruments and directions (if
any) made thereunder;

(e) all covenants, warranties, undertakings and agreements herein are, if entered into by
more than one (1) person, deemed to be joint and several;

(f) headings and sub-headings have been included for ease of reference only and this
Agreement is not to be construed or interpreted by reference to such headings or
sub-headings; and
(g) the Schedules to this Agreement are to be read and construed as part of this Agreement.

2. TERM AND REVIEW OF AGREEMENT

2.1 Term

This Agreement will commence when the last party to sign this Agreement does so and subject to clause 2.3, will expire on 31 December 2017, unless terminated sooner in accordance with this Agreement.

2.2 Review

The Parties will conduct a thorough review of this Agreement in July 2017 to evaluate the effectiveness of the Agreement and the Student Placements.

2.3 Extension

The Parties may extend the Term of this Agreement from time to time by agreement in writing.

3. STUDENT PLACEMENTS

(a) CDU and an Agency will liaise to arrange a Student Placement and create a process for undertaking the necessary checks and reviews to allow a student to undertake a Student Placement with that Agency.

(b) CDU and an Agency will each keep the other informed of the relevant CDU Representative and Agency Representative for particular Student Placements at the Agency in accordance with clauses 10(a) and 11(a).

(c) Each student must sign a Deed of Undertaking in the form at Attachment A, prior to commencing a Student Placement. This will be arranged by CDU.

(d) Each CDU Representative must sign a Deed of Undertaking in the form at Attachment B prior to assisting or supervising any Student Placement(s).

(e) Each Agency Representative must sign a Deed of Undertaking in the form at Attachment C prior to assisting or supervising any Student Placement(s).

4. STUDENTS AND EMPLOYEES

4.1 General

(a) The presence of students at NTG Facilities under this Agreement will be solely for the purposes of Student Placements administered jointly by CDU and the NTG.

(b) Students' access to Clients will be subject to NTG's duty of care to its Clients and conditional upon the Agency obtaining Client Informed Consent. The Agency is responsible for obtaining Informed Consent where the Agency considers it necessary. Informed Consent means consent, where the Client is aware that the person providing services or care is a student, and is under supervision. Informed consent should also take into account the Client's level of understanding and language skills that the supervision may be direct or indirect and that at any stage the Client may withdraw their consent.
(c) While attending Student Placements, students may participate in the delivery of services and community work at levels commensurate with the stages of preparation and progress in their Course, subject to supervision and direction by appropriately qualified and adequate numbers of NTG staff.

(d) The number of Student Placements available at the NTG at any given time will be determined by the NTG in its absolute discretion.

4.2 Professional Body Registration

CDU must ensure that all students are registered with the relevant professional body, if necessary, prior to commencing a Student Placement.

4.3 Criminal History Checks and Working with Children Clearance

(a) All students are required to provide to NTG, at no cost to the NTG, a current (maximum of 12 months from date of issue) Criminal History check, prior to commencing any Student Placement. NTG may require a national and/or international Criminal History check as appropriate in the circumstances.

(b) CDU must observe and comply with the provisions of the Care and Protection of Children Act (NT) ("CPC Act") and other relevant Northern Territory child protection legislation, including but not limited to the matters set out in clause 4.3(c).

(c) CDU must:

(i) ensure that all students while on Student Placements, and all employees of CDU required to attend NTG Facilities in connection with a Student Placement, obtain and hold at all times a valid clearance notice in accordance with section 187 of the CPC Act (Clearance Notice) (at their own cost);

(ii) not allow a student or CDU employee to accept or attend a Student Placement or NTG Facilities if they do not hold a valid Clearance Notice; and

(iii) notify the NTG immediately if CDU becomes aware that any employees or students involved in a Student Placement are summoned, charged or convicted of any criminal offence which may affect their Clearance Notice and/or are required by any law to be disclosed.

(d) Any documentation provided by the student (directly or via CDU) to the NTG in accordance with Clauses 4.3(a) or 4.3(c) above, must only be used by NTG for the purpose of deciding the suitability of a student for a Student Placement. The NTG agrees to destroy all such documentation at the completion of the Student Placement, or immediately if no Student Placement is offered.

(e) If the NTG, in its absolute discretion, determines that a student is not a fit and proper person to undertake the Student Placement (including without limitation, by reference to a student’s Criminal History), the NTG will advise CDU. CDU may:

(i) give the student an opportunity to make submissions in response to this determination, which NTG will consider before finalising its determination; and

(ii) if the NTG’s determination is that the student is not a fit and proper person to be involved in the student placement, NTG may give notice to CDU immediately terminating the Student Placement.
4.4 Control and Discipline

(a) CDU must use its best endeavours to ensure that any students undertaking a Student Placement, and all CDU Representatives:

(i) comply with any applicable legislation and the NTG protocols, policies and procedures, including the Northern Territory Public Sector Principles and Code of Conduct;

(ii) do not disclose Confidential Information to other students or employees, representatives of other public and private sector organisations or the general public unless expressly authorised in writing to do so by the NTG;

(iii) where applicable, comply with the relevant NTG Facilities’ guidelines, policies and procedures, including infection control and immunisation guidelines, policies and procedures, as advised by the NTG from time to time; and

(iv) comply with Privacy Laws, the Privacy requirements set out in clause 17 and the NTG’s or Agency’s Information Privacy Code of Conduct, where one exists, both during their period of and after the Student Placement whether or not this Agreement remains in force.

(b) CDU is responsible for discipline and control of its students and employees.

(c) The NTG may, through the CDU Representative, the Agency Representative, or the person in charge of any workplace or division of the NTG, issue directions to students and employees in respect of:

(i) their behaviour while in or on NTG Facilities; and

(ii) matters affecting the NTG’s business relevant to the Student Placement.

(d) If at any time after offering a Student Placement, but prior to commencement, or during the course of a Student Placement, the NTG is not satisfied that a student is competent to:

(i) perform their allotted tasks; or

(ii) conduct themselves in a safe and professional manner,

the NTG will liaise with CDU to change or terminate the Student Placement as necessary.

(e) If a student:

(i) does not, or refuses to, comply with, be bound by, or conform to, any:

A. NT legislation;

B. NTG protocol, procedure or policy (including the NT Public Sector Principles and Code of Conduct);

C. Privacy Laws or Privacy requirement under clause 17; or

D. Deed of Undertaking;

(ii) does not behave in a safe or professional manner; or
(iii) performs any allotted task negligently in the view of the NTG,

the NTG may direct that the student immediately leave the NTG Facility, for any period of time, and in such manner as the NTG deems appropriate in its absolute discretion.

(f) If the NTG directs a student to immediately leave the NTG Facility or intends to make such a direction at a later date, the NTG must immediately inform CDU verbally of its reasons for so doing or intending to do so and must as soon as practicable confirm those reasons to CDU in writing.

(g) If the NTG intends to take action, or does take action, under clauses 4.4(d), 4.4(e), or 4.4(f), and the student disagrees with such decision, direction or intention:

(i) a review committee must be formed consisting of two persons appointed by CDU and two persons appointed by the NTG to consider the circumstances of the direction or intention to so direct;

(ii) the student must comply with the review process and all reasonable requests made by the review committee;

(iii) the review committee will submit a report and recommendation to the NTG; and

(iv) the NTG’s decision after considering the report and recommendation will be final and binding on the student and CDU.

4.5 No employment/NTG Staffing

(a) The student is an independent person and in undertaking a Student Placement with the NTG is not for any purpose to be construed a partner, servant, agent or employee of the NTG by reason of this Agreement.

(b) Students placed with the NTG will be additional to the ordinary staffing requirements of the NTG. The NTG will dedicate resources, usually in the form of staff time, to provide appropriate supervision of students.

4.6 Student Remuneration

Students or employees will not be employed by or receive remuneration from the NTG during the period of the Student Placement. Employment by the NTG of any student will be outside the scope of this Agreement and subject to a separate contract of employment to be negotiated between the NTG and the student.

5. SUPERVISING AND TRAINING

The NTG will provide direct and indirect supervision of students in line with the requirements of the relevant professional body where appropriate. The level and amount of such supervision will be determined by agreement between the NTG and CDU prior to the commencement of any Student Placement. “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 within contact using appropriate forms of communication including telephone, email or other electronic means.
6. **FACILITIES AND SERVICES**

6.1 **General**

(a) Unless otherwise agreed between the parties CDU is responsible for the purchase, maintenance, insurance, transport and safe custody of special teaching aids and equipment as required by CDU, students and employees.

(b) Where applicable, students attending NTG Facilities must be attired or uniformed in a manner required or approved by the NTG. The NTG will not be obliged to provide uniforms but will provide at no cost protective garments for safety, hygiene and infection control, where required.

(c) Students must wear identification, as agreed by the NTG and supplied by CDU, at all times whilst on NTG Facilities.

(d) Subject to availability, students seeking placement with the NTG may be allowed to access NTG subsidised accommodation which will be the subject of separate arrangements.

(e) All travel and accommodation arrangements and costs associated with Student Placements, including a remote and/or rural placement and/or visit must be met by the student unless otherwise negotiated.

(f) If required as part of a Student Placement, a student must hold the appropriate permit(s) to enter Aboriginal land and comply with any restrictions that may apply. Failure to do so may result in the termination of the Student Placement.

6.2 **Vehicles**

Neither Students nor employees are insured to drive NTG vehicles. Arrangements regarding Students or employees using NTG vehicles are not dealt with in this Agreement, and the parties should refer to external documents to determine the rules regarding use of NTG vehicles by Students or employees.

7. **DISSEMINATION OF INFORMATION BY STUDENTS OR CDU**

(a) Neither CDU nor a student may disseminate any information obtained in the course of a Student Placement without the prior written consent of the NTG.

(b) Depending on the nature of the information involved, consent may be evidenced by anything ranging from a written acknowledgment by an authorised NTG employee (eg the Agency Representative, the individual supervisor for the Student, NTG Director (or above) level employee, etc as appropriate in the circumstances), up to a specific agreement expressly negotiated between the relevant parties (being NTG/Agency, CDU, and/or the individual student(s)). For internal NTG purposes, an NTG officer at the level of Director or above must approve the arrangements; however that Director (or above) need not be the person giving the written acknowledgement if the Director (or above) considers it appropriate for some other NTG employee to give the written consent.

(c) Attachment D contains further information on this process, and the parties may amend or replace this process from time to time by agreement.
8. **DEFERRAL OF STUDENT PLACEMENTS**

If unforeseen circumstances beyond the control of the NTG cause or threaten disruption to Client services or provision of Student Placements (eg. industrial disputes, implementation of disaster plan), the NTG may defer, suspend or amend any agreed Student Placements. The NTG’s decision is final and will be binding and implemented forthwith.

9. **ADDITIONAL OBLIGATIONS FOR SPECIFIC COURSES**

(a) The rights, obligations and requirements of the parties in this Agreement apply to all Courses and Student Placements entered into under this Agreement.

(b) However, the parties agree that some specific Courses/Student Placements will have additional rights, obligations and requirements, and from time to time, the parties may agree in writing to add Schedules to this Agreement which outline any additional rights, obligations and requirements which apply to specific Courses/Student Placements, and those Schedules will be incorporated into this Agreement.

10. **RESPONSIBILITIES OF CDU**

CDU:

(a) must nominate a representative (the “CDU Representative”) from its employees who, in conjunction with the Agency Representative pursuant to sub-clause 11(a), will coordinate and/or supervise a particular Student Placement(s), the practical program for particular Student Placement(s) and other related matters;

(b) must ensure that students are responsible for making themselves aware of any requirements particular to any Student Placement, as notified by NTG to CDU, including (but not limited to) regarding vaccination against infectious diseases, prior to the Student Placement and undertake responsibility to meet these requirements and associated costs of things such as vaccinations;

(c) must give at least three (3) months notice to the relevant Agency Representative of the names of students seeking Student Placements in that Agency and dates for required Student Placements. However, if the NTG is ready, willing and able to accept a Student Placement, the requirement to give at least three (3) months notice may be waived in favour of a shorter period, as agreed;

(d) must, at least four (4) weeks prior to the commencement of a Student Placement, provide the NTG with details of the education objectives, areas and levels of experience required for that Student Placement;

(e) must as soon as practicable advise of any late changes or absences to Student Placements as they are known;

(f) must liaise with the NTG when:

(i) the curriculum of any Student Placement is altered;

(ii) if the level of competence of students involved in a Student Placement varies; or

(iii) the amount of supervision required for a Student Placement is altered,

and submit to the NTG and the Agency Representative as the case may require, revised Student Placement requirements for approval;
(g) wherever practical and/or reasonable, must ensure that students undertaking a Student Placement participate in a cultural awareness program as part of their preparation for placement.

11. RESPONSIBILITIES OF THE NTG

The NTG:

(a) Must, on a request of CDU in respect of a particular Agency, nominate a representative(s) (the "Agency Representative") from its employees who, in conjunction with the CDU Representative pursuant to sub-clause 10(a), will coordinate and/or supervise a particular Student Placement(s), the practical program for particular Student Placement(s) and other related matters for that Agency;

(b) on a request of CDU in respect of a particular Agency, must advise CDU of the number of available Student Placements in that Agency for each discipline and year level;

(c) must make available to the students all relevant Northern Territory legislation, policies and guidelines, in particular the NTG's or an Agency's Information Privacy, the Northern Territory Public Sector Principles and Code of Conduct;

(d) acknowledges the obligation on it and its employees to treat students fairly, reasonably and ethically;

(e) must provide an appropriate orientation and induction for students either prior to or at commencement of their Student Placements;

(f) must provide a safe environment at NTG Facilities for the Student Placement in accordance with work, health and safety laws;

(g) must provide facilities to enable staff of CDU to conduct Student Placement discussions with students. Such facilities may be shared with other users; and

(h) must allow students access to relevant and necessary information about NTG Clients in accordance with the learning objectives of students, who will be advised of and abide by the laws relating to confidentiality and relevant NT legislation, rules, regulations, protocols, procedures, by-laws and policies of the NTG. Access by students to Client information, databases, NTG files, etc will be subject to the discretion of the student's immediate supervisor, and may be restricted to a "need to know" basis where appropriate.

12. RISK AND INDEMNITY

12.1 Risk

CDU accepts all risks in respect of the involvement of its students and employees in Student Placements, including the Student Placement not satisfying the relevant Course requirements.

12.2 CDU Indemnity

(a) CDU indemnifies (and keeps indemnified) the NTG and its officers, employees, agents, subcontractors, visitors, invitees and Clients (in this clause referred to as 'those indemnified') against any:

(i) loss, damage or other liability incurred by those indemnified; and

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(ii) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

(iii) an act or omission by CDU, or its officers, employees, students or agents, in connection with activities related to this Agreement;

(iv) a breach of this Agreement, or any negligence, fraud or a failure to perform or comply with any or all of CDU's obligations under this Agreement, committed by CDU or its officers, employees, students or agents,

except to the extent (if any) that the risk, loss, damage, liability or expense is due to the negligence, unlawful or wilful misconduct of the NTG, or its employees, officers, agents, subcontractors, visitors, invitees or clients.

(b) This clause 12.2 survives the termination of this Agreement.

12.3 NTG Self Insurance

The NTG warrants that it is a self insurer.

13. INSURANCE

(a) CDU must obtain and maintain suitable insurance to cover its students and employees, including:

(i) public liability insurance for an amount of not less than Ten Million Dollars ($10,000,000.00) in respect of any one event;

(ii) professional indemnity insurance for an amount of not less than Ten Million Dollars ($10,000,000.00) in respect of any one event;

(iii) personal accident insurance; and

(iv) workers' compensation insurance (Work Cover).

(b) If requested by the NTG, CDU must provide to the NTG a copy of any of CDU's insurance policies or a copy of a certificate of currency or equivalent within five (5) Business Days of such request.

14. GENERAL

CDU must make its students and employees aware of the terms and conditions agreed by the parties and under which the Student Placement are conducted and endeavour to ensure compliance with such terms and conditions and in particular those relating to confidentiality, infection control, uniforms, identification, safety and use of NTG vehicles.

15. REVIEW OF PLACEMENTS

In addition to the review in clause 2.2, both the NTG and CDU will conduct regular program evaluations to review and evaluate the effectiveness of Student Placement program at intervals as agreed to by the parties. The parties will prepare a report of each review and evaluation.
16. DEVELOPMENT OF STUDENTS

The NTG and CDU acknowledge and agree to use their best endeavours to promote the development of students during the Student Placement.

17. PRIVACY

CDU:

(a) agrees to deal with Personal Information coming into its possession in a manner which is consistent with the Privacy Laws;

(b) must not disclose Personal Information owned or held by the NTG without the written authority of the NTG;

(c) must ensure that any students, employees, or other persons who may have access to Personal Information owned or held by the NTG, are aware of and undertake (by signing the Deed of Undertaking at Attachment A or Attachment B) to not access, use, disclose or retain Personal Information except in performance of their duties in connection with a Student Placement; and

(d) in respect to Personal Information, must promptly notify the NTG where CDU becomes aware of a breach of this section or the Privacy Laws.

18. NOTICES

18.1 Form and Service of Notices

All notices, approvals, consents, demands or other communications ("Notices") required or permitted to be given under this Agreement must be in writing, and signed by a person duly authorised by the sender and served:

(a) personally;

(b) by pre-paid certified post;

(c) by facsimile transmission, or

(d) by email.

at the recipient's address for the service of notices specified in the details of the parties at the start of this Agreement, as varied by any notice given by the recipient to the sender.

18.2 Receipt of Notices

Notices are deemed to be given by the sender and received by the recipient, if:

(a) given by delivery in person, when delivered to the recipient;

(b) sent by mail, on the second Business Day from and including the date of posting; or

(c) sent by facsimile, on receipt of a complete and correct transmission report by the sender,

(d) if sent by email, when the email is received at the specified email address;
but if the delivery, receipt or transmission is not on a Business Day or is after 4.00pm (recipient's time) on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

19. DISPUTES

(a) Each party must follow the procedures in this clause 19 before starting court proceedings (except for urgent injunctive or declaratory relief).

(b) Where any dispute arises as to the meaning, intent or application of any part of this Agreement or where an amendment to it is sought, then, at the request of either party, a joint committee consisting of two representatives of each party must be constituted within ten (10) Business Days to consider the dispute and to recommend a course of action to the parties. Such recommendation if made must be made within twenty (20) Business Days of the constitution of the committee.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party giving to the other not less than six (6) months’ notice in writing and such termination will take effect immediately upon the expiry of that notice period.

21. VARIATION

The provisions of this Agreement may be varied by agreement in writing signed by the parties.

22. WARRANTY OF AUTHORITY

Each person executing this Agreement by so doing warrants to the other party that as at the date of so executing, the person has full authority to execute this Agreement on behalf of that party.

23. NO WAIVER

(a) Any failure or omission by a party either wholly or in part to enforce strict compliance with any provision of this Agreement or any act, omission, delay, forbearance or indulgence granted by a party to the other will not operate as a waiver and will not affect or impair that provision in any way or the rights of the party to avail itself of the remedies it may have in respect of any breach of any such provision; and

(b) No waiver by a party of any breach of any provision of this Agreement will be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

24. SEVERABILITY

A provision of this Agreement which is unenforceable will be ineffective to the extent of the unenforceability without invalidating the remaining provisions of this Agreement.

25. MERGER

The provisions of this Agreement will not merge on or by virtue of completion. Any general or special provision to which effect is not given by such completion and which is capable of operation after completion shall remain in full force and effect.
26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement as concluded between the parties, notwithstanding any prior negotiations, representations, warranties, covenants, understandings or agreements made or entered into before the execution hereof.

27. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and each party agrees to submit to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.

SIGNING PAGE

Executed by the parties as an Agreement:

SIGNED by Kenneth Lindsay Davies for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the Contracts Act in the presence of:

Signature

28/5/13

Date

Signature of Witness

Name of Witness

SIGNED by Prof. Rainey Glover for and on behalf of the CHARLES DARWIN UNIVERSITY in the presence of:

Signature

28/5/13

Date

Signature of Witness

Name of Witness
ATTACHMENT A: DEED OF UNDERTAKING - STUDENT

Charles Darwin University ("CDU") has signed an Agreement with the Northern Territory of Australia ("NTG") regarding Student Placements within NTG Agencies.

Prior to commencing your Student Placement in the Department of [name of agency] (Agency) for [details of course, etc] (Student Placement) you are required to read and sign this Student Placement Deed of Undertaking in favour of the NTG and CDU which outlines your responsibilities while on placement.

The signed Deed is to be provided to the Agency Representative and CDU Representative. You should also retain a copy.

Student Placement for [Student Name]

By signing this Deed I agree that:

1. I will provide all evidence required by the NTG or CDU regarding immunisations, criminal history check and working with children clearance to NTG on or before the first day of my Student Placement. I consent to my personal information flowing between CDU and NTG for the purposes of the Student Placement.

2. I will notify the CDU Representative immediately if I am summoned, charged or convicted of any criminal offence that may affect my working with children clearance under the Care and Protection of Children Act (NT) or if I am otherwise required by law to disclose an offence.

3. I am aware of my responsibility to notify CDU of any conditions that may affect my ability to attend or complete my Student Placement. I consent to this information being provided to NTG for the purposes of the Student Placement.

4. I will negotiate, undertake and complete all work and assessment activities related to my Student Placement.

5. I will comply with any applicable legislation (including privacy) and the relevant policies, procedures and regulations of the NTG and CDU while undertaking Student Placement, including:
   a. CDU's Research Guidelines and the NTG Research Guidelines (and I will not release information or research without the prior written consent of the NTG, whether during or subsequent to the Student Placement);
   b. the Northern Territory Public Sector Principles and Code of Conduct; and
   c. any policies or protocols specific to an NTG Facility or Agency in relation to matters including (but not limited to) privacy, work health and safety, immunisation, infection control, hygiene, safety, uniforms and identification that are notified to me by CDU or NTG.

6. I will behave in a professional and appropriate manner while on Student Placement and I must comply with any reasonable request or direction by the CDU or Agency. If my conduct or performance is not to NTG and CDU requirements I may be required to leave after discussion with CDU and NTG.

7. I will not represent myself to be anyone other than a student undertaking a Student Placement with no authority to bind CDU or NTG.

8. This is an unpaid Student Placement. I am required to cover the cost of any clearance checks or other documentation that the NTG requires for the Student Placement. I will be
responsible for any costs associated with the Student Placement unless agreed otherwise with CDU or NTG.

9. I will maintain confidentiality and privacy in relation to patients, school students, customers and clients (including members of the public, where applicable) ("clients"), including (but not limited to) their records, personal information and medical conditions. This includes non disclosure of any information regarding clients while on or after leaving Student Placement. If confidentiality or privacy is compromised, my Student Placement may be terminated.

10. I acknowledge that a client has a right to refuse to be a participant in my Student Placement and refuse to work with me.

11. I acknowledge and agree that I will not drive any NTG vehicle in connection with my Student Placement.

12. I acknowledge and agree that CDU may seek contribution from me in respect of any costs it incurs in relation to any damage and loss, cost or liability caused by my breach of this deed or a negligent, unlawful or wilful act or omission by me in connection with the Student Placement.

13. I acknowledge and agree that I will comply with any other conditions or requirements specified below: ^insert^
ATTACHMENT B: DEED OF UNDERTAKING – CHARLES DARWIN UNIVERSITY REPRESENTATIVE

Charles Darwin University ("CDU") has signed an Agreement with the Northern Territory of Australia ("NTG") regarding Student Placements within NTG Agencies.

Prior to commencing your role as the CDU Representative in respect of Student Placement(s) in the Department of [name of Agency] for [name of course] you are required to read and sign this Deed of Undertaking – Charles Darwin University Representative in favour of the NTG and CDU which outlines your responsibilities while involved with the Student Placement(s).

The signed Deed is to be provided to the Agency Representative and CDU and a copy is to be held by you.

CDU Representative: [CDU Representative Name]

By signing this Deed I agree that where relevant,

1. I must provide all evidence required by the NTG and CDU regarding immunisations, criminal history check and working with children clearance to CDU prior to commencing any involvement with the Student Placements. I give permission to CDU to provide this to NTG on my behalf.

2. For each Student Placement I will notify the Agency Representative immediately if I am, or I become aware that the relevant student has been, summoned, charged or convicted of any criminal offence that may affect my or their working with children clearance under the Care and Protection of Children Act (NT) or is otherwise required by law to be disclosed.

3. I will comply with any applicable Northern Territory Legislation and the policies, procedures and regulations of the NTG and CDU while involved with a Student Placement including:
   a. the NTG and/or relevant Agency’s Research Guidelines;
   b. the Northern Territory Public Sector Principles and Code of Conduct; and
   c. any policies or protocols specific to an NTG Facility or Agency in relation to matters including (but not limited to) privacy, work health and safety, immunisation, infection control, hygiene, safety, uniforms and identification that are notified to me by CDU or NTG.

4. I will maintain confidentiality and privacy in relation to patients, school students, customers and clients (including members of the public, where applicable) ("clients") including (but not limited to) their records, personal information and medical conditions. This includes non disclosure of any information regarding clients during or after my involvement with the Student Placement(s).

5. I acknowledge that I am not insured to drive any NTG vehicle and agree that I will not drive any NTG vehicle in connection with a Student Placement.

6. I acknowledge that a client has a right to refuse to be a participant in the Student Placement(s) and refuse to work with me.
7. I acknowledge and agree that I will comply with any other conditions or requirements specified below: ^insert^

EXECUTED AS A DEED by [CDU Representative Name]

Signature: ____________________________ Date: ____________________________

CDU Representative address: ____________________________

In the Presence of:

Witness signature: ____________________________

Print name of witness: ____________________________

Witness address: ____________________________
ATTACHMENT C : DEED OF UNDERTAKING – AGENCY REPRESENTATIVE

Charles Darwin University ("CDU") has signed an Agreement with the Northern Territory of Australia ("NTG") regarding Student Placements within NTG Agencies.

Prior to commencing your role as the NTG Agency Representative in respect of Student Placement(s) in the Department of [name of Agency] for [name of course] you are required to read and sign this Deed of Undertaking – Agency Representative in favour of the NTG and CDU which outlines your responsibilities while involved with the Student Placement(s).

The signed Deed is to be provided to the Agency and CDU Representative and a copy is to be held by you.

Agency Representative: [Agency Representative Name]

By signing this Deed I agree that:

1. I will treat all students I am supervising fairly, reasonably and ethically, and will comply with relevant obligations the NTG has under the CDU/NTG Agreement regarding Student Placements.

2. I acknowledge that students are not NTG employees.

3. I acknowledge that students and CDU employees are not insured to drive NTG vehicles, and must not drive NTG vehicles as part of or in relation to the Student Placement.

4. I will advise CDU Representative, students and employees involved in the Student Placement of all relevant NTG and Agency requirements.

5. I acknowledge and agree that I will comply with any other conditions or requirements specified below: [insert]

EXECUTED AS A DEED by [Agency Representative Name]

Signature: __________________________ Date: __________________________

Agency Representative: __________________________ address: __________________________

In the Presence of:

Witness signature: __________________________

Print name of witness: __________________________

Witness address: __________________________
ATTACHMENT D : PROCEDURE RELATING TO
DISSEMINATION OF INFORMATION

Charles Darwin University ("CDU") has signed an Agreement with the Northern Territory of Australia ("NTG") regarding Student Placements within NTG Agencies.

Under the Agreement, CDU and NTG have agreed:

1. Dissemination of Information

(a) Neither CDU nor a student may disseminate any information obtained in the course of a Student Placement without the prior written consent of the NTG. This covers the period of the Student Placement, as well as after the Student Placement.

(b) This is in order to ensure things such as:

(i) appropriate protection of NTG confidential information;

(ii) appropriate protection of personal information of an NTG client; and

(iii) appropriate management of information or research outcomes which may be politically sensitive.

(c) Where a student wishes to use information (of any type) obtained during, relating to or arising from a Student Placement, the student must first obtain the written consent of the NTG prior to use. Information obtained from documents in the public domain (such as policies and guidelines) do not require written consent.

(d) Depending on the nature of the information involved, consent may be evidenced by anything ranging from a written acknowledgment by an authorised NTG employee (eg the Agency Representative, the individual supervisor for the Student, NTG Director (or above) level employee, etc as appropriate in the circumstances), up to a specific agreement expressly negotiated between the relevant parties (being NTG/Agency, the individual student(s), and/or CDU). For internal NTG purposes, an NTG officer at the level of Director or above must approve the arrangements; however that Director (or above) need not be the person giving the written acknowledgement if the Director (or above) considers it appropriate for some other NTG employee to give the written consent.

(e) NTG employees (with appropriate authority) should first consider whether it is appropriate for a student to use/disseminate information obtained via the Student Placement, or whether consent should be refused. Consent must be refused for any information which has formed part of advice to Cabinet or a minister.

(f) If an NTG employee (with appropriate authority) considers that a student should be permitted to use/disseminate the information, the NTG employee should then consider whether the nature of the information is such that:

(i) the consent is relatively straightforward, and can be given in the format appearing at the end of this document ("Consent to Use Information Obtained During a Student Placement"); or

(ii) the consent is more complicated, and may require a formal written agreement covering issues including confidentiality, intellectual property ownership and licensing, and publication requirements. Such an agreement would entered into
between the NTG (via the relevant Agency), the Student, and depending on the circumstances, potentially CDU.

(g) NTG employees should only use the "Consent to Use Information Obtained During a Student Placement" form where it is appropriate to do so. The form is not a substitute for a formal written agreement, if a formal written agreement is necessary owing to the nature of the information.

(h) If a formal agreement is necessary, then the NTG should seek legal advice from the Solicitor for the NT on an appropriate form of agreement. When negotiating arrangements for the publication of information or research outcomes the NTG and CDU will have reference to the Guiding Principles for Negotiating Joint Projects under the CDU/NTG Partnership Agreement.

CONSENT TO USE INFORMATION OBTAINED DURING A STUDENT PLACEMENT

Charles Darwin University ("CDU") has signed an Agreement with the Northern Territory of Australia ("NTG") regarding Student Placements.

The Student wishes to use certain information obtained during, relating to or arising from the Student Placement. The NTG consents to the information being used, as follows:

A. Name of student: ____________________________________________________________

B. Period of Student Placement: (start date) ___________ to (end date) ____________

C. Information the Student wishes to use: _______________________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

D. How the student will use the information/approved purpose of use: ______________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

E. Other conditions: This consent is subject to the following conditions: ______________

________________________________________________________________________
________________________________________________________________________
F. This approval is given by:

Signature of NTG employee: ________________________________

Print name of NTG employee: ________________________________

Position and designation: ________________________________

Date: ________________________________

G. Accepted by the student:

I ________________________________ (print name of student) accept and agree to all conditions set out in this Consent To Use Information Obtained During A Student Placement form.

Signature of student: ________________________________

Date: ________________________________

Signature of witness: ________________________________

Print name of witness: ________________________________

Address of witness: ________________________________

☐ Original of this approval is to be retained by the Agency Representative

☐ A copy of this signed approval is to be provided to the CDU Representative

☐ A copy of this signed approval is to be provided to the Student.