**Student Research Placement Agreement**

**& Standardised Induction Protocol**

For students undertaking a research placement at Barwon Health for the purpose of conducting an approved research activity. This agreement is based on the Victorian Department of Health’s [Student Placement Agreement](https://www2.health.vic.gov.au/health-workforce/education-and-training/student-placement-partnerships/student-placement-agreement).

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# **Details**

### Parties

|  |  |
| --- | --- |
| **Research Placement Provider** |  |
| **ABN** |  |
| **Address** |  |
|  |  |
| **Education Provider**  |  |
| **ABN** |  |
| **Address** |  |

Background

A The Education Provider wishes to place student/s with the Research Placement Provider for the purposes of undertaking an approved Research Activity.

B The Research Placement Provider and the Education Provider have agreed to conduct Research Placements in accordance with the terms and conditions of this Agreement.

Agreed Terms

### Defined terms

In this document:

**Agreement** means this document, including the Schedules.

**Approved Research Activity** means a research project which has ethics approval from a reviewing HREC and governance approval at Barwon Health under a Site Specific Application.

**Background Intellectual Property** means any Intellectual Property which pre-exists the Research Placement, is developed by a party that is owned or controlled by a party or developed or created by a party independently after the commencement of the Research Placement but separately from the Research Placement.

**Business Day** means, in relation to anything that needs to be done or received, a day not being a Saturday, Sunday or declared public holiday in Melbourne or a holiday of the Education Provider as published in the Education Provider's academic calendar from time to time.

**Research Education** means supervised practical experience in a relevant discipline.

**Research Placement** means the placement of a student with the Research Placement Provider for the purpose of undertaking an approved Research Activity.

**Research Placement Provider** means the entity specified on page 3 of this Agreement.

**Research Placement Provider Contact Person** means the person named in the Schedule 1 and nominated by the Research Placement Provider to administer each Research Placement and the placement of students in the Research Placement Provider in conjunction with the relevant Education Provider Contact Person.

**Commencement Date** of this Agreement means the date on which this Agreement has been signed by both parties.

**Confidential Information** means any information or data, including Personal Information as defined in the *Privacy and Data Protection Act 2014* (Vic) and Health Information as defined in the Health Records Act 2001 (Vic), whether or not in a material form, which is confidential to a party including confidential information acquired, collected or developed for the purpose of the Research Placement or obtained during the Term of this Agreement, except that which is already in the public domain otherwise than as a result of a breach of this Agreement.

**Dispute** means any dispute or difference between the Research Placement Provider and the Education Provider that arises under or in connection with this Agreement.

**Education Provider** means the entity specified on page 3 of this Agreement.

**Education Provider Contact Person** means the person named in Schedule 1 and nominated by the Education Provider to administer each Research Placement and the placement of students at the Research Placement Provider in conjunction with the relevant Research Placement Provider Contact Person.

**Intellectual Property** means statutory and other proprietary rights in respect of:

* 1. patents, copyright, registered designs, trademarks and all other rights in respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967; and,
	2. any application or right to apply for registration of any of those rights.

**Law** means the requirements of all applicable statutes, rules, regulations, proclamations, ordinances, by-laws or policies in force in the State in which the Research Placement Provider is located.

**Patient** means a person who receives a health or other service which is provided by the Research Placement Provider, irrespective of the location, and who may also be known as a client, consumer or resident.

**Placement Period** means the period during which the student will be located at the Research Placement Provider for the purpose of undertaking the Research Placement.

**Program of Study** means any academic program or course offered by the Education Provider, of which the Research Placement forms part.

**Standardised Student Induction Protocol** is the relevant version of the Standardised Student Induction Protocol as amended from time to time and published by the Department of Health & Human Services, accessible at [www.health.vic.gov.au.](http://www.health.vic.gov.au/)

**Student** means a Student enrolled in a Program of Study with the Education Provider and placed at the Research Placement Provider to undertake a Research Placement for the purpose of Research Education.

**Research Placement Schedule** means Schedule 1 completed by the parties for each approved Research Activity.

**Student Undertaking** means the undertaking attached as Appendix A to the Standardised Student Induction Protocol.

**Supervision** means the oversight of Research Placements in a manner consistent with the model of supervision that is applicable to the Research Placement and recorded in the Schedule 1.

**Term of this Agreement** means the term specified in clause [3](#bookmark0) of this Agreement.

### Objectives and principles

* 1. Nothing in this Agreement commits or obliges a Research Placement Provider to accept students from the Education Provider.
	2. If a Research Placement Provider accepts Students from the Education Provider, the terms and conditions of this Agreement will govern the Research Placement.
	3. The parties agree to liaise with each other regarding the number of Students who will attend the Research Placement Provider for the purpose of undertaking the approved Research Activity.
	4. The parties agree to liaise with each other regularly to ensure the terms of this Agreement operate efficiently and in the best interests of both parties.
	5. The parties agree that:
		1. nothing in this Agreement creates any employment, agency, contractor or other similar relationship between the Research Placement Provider and any Student; and
		2. each party is responsible for complying with all of its obligations at Law with respect to Students.

### Term of Agreement

The Term of this Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with clause [14,](#bookmark3) end one (1) year after the Commencement Date, or on such other date as agreed in writing between the parties.

### Schedules and variations

* 1. The parties must complete Schedule 1 Research Placement Details relevant to each Research Activity.
	2. Schedule 1 may be jointly reviewed and amended by the parties as needed. Schedule 1 takes effect from the effective date recorded without requiring variation to this Agreement.
	3. Any variation to the terms of this Agreement must be agreed between the parties and recorded in writing.
	4. Subject to subclause [4(c),](#bookmark1) the parties agree that the terms of this Agreement will not be varied.

### Standardised Student Induction Protocol

* 1. Each party agrees to comply with the Standardised Student Induction Protocol.
	2. Either party may refuse to commence, or suspend or terminate a Research Placement for any Student if the obligations in the Standardised Student Induction Protocol have not been met by the other party or the Student.

### Fee arrangements

* 1. The Education Provider agrees to pay the Research Placement Provider the fees set out in Schedule 1 which apply in respect of the relevant Student.
	2. In-kind contributions agreed between the parties and specified in Schedule 1 of this Agreement may be taken into account by the parties in the setting of fees.

### Responsibilities of the Education Provider

The Education Provider agrees:

* 1. each Student nominated by the Education Provider to undertake a Research Placement is, to the best of the Education Provider's knowledge, fit, proper and competent to undertake the Research Placement, and the Education Provider has informed each Student that the Research Placement Provider expects high standards from the Student in relation to honesty, integrity and general behaviour;
	2. a Student's access to a Patient and the Patient’s health and personal information is and remains subject to the Research Placement Provider's overriding duty of care to the Patient and obligations of confidentiality under any Law, including without limitation under the *Health Records Act 2001* (Vic). The Student will not be given access to health and personal information unless that Patient first gives his or her consent to that Student's access, or the access is otherwise permitted by Law;
	3. a Student may only participate in the delivery of research activity at levels commensurate with his or her Program of Study and as approved by the Research Placement Provider, and will be supervised at all times in accordance with the supervision model that applies as specified in the Schedule 1;
	4. to comply with, and to ensure its Students understand and comply with, the obligations under the Standardised Student Induction Protocol (as amended from time to time), and any applicable additional requirements specified in the Schedule 1;
	5. to inform Students that, while Students are on the premises of the Research Placement Provider or participating in the Research Placement in any other Research or professional setting under instructions from the Research Placement Provider, Students will be bound by Laws, protocols, procedures, policies and guidelines applicable to staff of the Research Placement Provider and any other relevant information of which Students of the Education Provider have been advised, including:
		1. acting in a manner consistent with the mission and health care philosophy of the Research Placement Provider; and
		2. acting in a manner consistent with reasonable and appropriate standards for a professional, clinical environment;
	6. to take all reasonable steps to ensure that, for the duration of the Placement Period, Students:
		1. comply with all reasonable instructions given by the Research Placement Provider or its employees, agents, representatives and any visiting clinicians accredited to the Research Placement Provider;
		2. perform any tasks allocated to them as part of the Research Placement with due care, skill and attention and in a proper and time efficient manner;
		3. comply with all applicable Laws, protocols, procedures, policies and guidelines, including, without limitation, all matters pertaining to occupational health and safety, infection control, privacy and confidentiality, personal information and health records and any reasonable requirements as directed by the Research Placement Provider from time to time;
		4. do not improperly remove from the Research Placement Provider any property belonging to the Research Placement Provider (including but not limited to equipment and medical records);
		5. do not represent that they are employed by, contracted to or act on behalf of the Research Placement Provider; and
		6. do not otherwise act in a manner which could disrupt or adversely affect the Research Placement Provider's reputation, interests or goodwill;
	7. that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Research Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Research Placement;
	8. that the Research Placement Provider is entitled to make relevant enquiries and take other necessary steps to satisfy itself that Students are competent to undertake the Research Placement, and that they conduct themselves in a safe and professional manner;
	9. that where the Education Provider reasonably requires a Student to travel during the Research Placement in order to perform allocated tasks, all necessary travel will be made by the Education Provider at the Education Provider’s expense.
	10. to notify the Research Placement Provider Contact Person if a complaint is received by the Education Provider in relation to a Student or any other person regarding a Research Placement; and
	11. where possible, to give prior notice to the Research Placement Provider of a Student's illness or absence during the Placement Period.

### Responsibilities of the Research Placement Provider

The Research Placement Provider agrees:

* 1. to use all reasonable endeavours to ensure that, for the duration of the Placement Period, Students:
		1. act only under the supervision of a suitably experienced, qualified and (where relevant or required by Law) registered clinician at all times when undertaking the Research Placement;
		2. are supervised in accordance with the supervision model set out in the relevant Schedule 1, and otherwise in accordance with the usual standards and practice for the relevant discipline, taking into account the level of experience and competency of the particular Student;
	2. that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Research Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Research Placement;
	3. to notify the Education Provider Contact Person if a complaint is received by the Research Placement Provider in relation to the Student or any other person regarding a Research Placement;
	4. to use reasonable endeavours to obtain Patient consent if required under an approved Research Activity for Students to participate in the approved Research Activity;
	5. to make its relevant by-laws, policies, manuals, guidelines, protocols, procedures and any other relevant information readily available to Students;
	6. to provide Students with details of any emergency procedure to be followed;
	7. to provide an orientation for Students that is consistent with the recommendations in the Standardised Student Induction Protocol;
	8. to provide facilities, subject to the operational requirements of the Research Placement Provider, to enable staff of the Education Provider to conduct Research Education discussions with their Students; and
	9. to provide Students at no cost with protective garments for hygiene and infection control for use if required during the Research Placement.

### Warranties

* 1. The Education Provider warrants that:
		1. prior to any Student undertaking a Research Placement, all Programs of Study administered or provided by the Education Provider have been appropriately accredited, comply with all Laws and meet relevant scope of registration requirements;
		2. each Student selected to undertake a Research Placement:
			1. has passed all pre-requisite academic and Research assessments relevant to the approved Research Activity;
			2. meets minimum language and communication competence levels required to undertake the Research Placement; and
			3. has signed the Student Undertaking.
	2. The Research Placement Provider warrants that:
		1. it is appropriately accredited with the relevant health regulating authority prior to the commencement of the Research Placement; and
		2. it is appropriately accredited in accordance with all relevant Laws to provide the Research services in respect of which the Student will obtain experience during the Research Placement.
	3. Each party agrees:
		1. to provide on request by the other party, and no later than five (5) Business Days after the request, documentation or other evidence to show it meets a requirement of this clause; and
		2. to notify the other party, either before or no later than five (5) Business Days after the change of circumstances, if its circumstances change in respect of a requirement of this clause.

### Procedures regarding unacceptable Student performance

* 1. If the Research Placement Provider reasonably believes that any Student engaged in a Research Placement is not competent to perform allotted tasks, or if a Student fails to conduct himself/herself in a safe and professional manner, or fails to comply with any Law, the Student Undertaking, a protocol, policy, procedure, guideline or reasonable instruction of the Research Placement Provider, the Research Placement Provider may:
		1. terminate the Research Activity in which that Student is participating with immediate effect; or
		2. restrict or limit the Student's access to Patients, clients, stakeholders or third parties with which the Research Placement Provider has dealings; or
		3. restrict or limit the tasks that the Student performs as part of the Research Placement; or
		4. direct the Student to leave the premises of the Research Placement Provider and/or refuse the Student any further access to the premises of the Research Placement Provider; and
		5. take all reasonable steps necessary to ensure that the Student complies with an instruction given under this clause.
	2. If the Research Placement Provider intends to give an instruction under subclause [10(a),](#bookmark2) it agrees, where practicable and safe in the circumstances, to:
		1. first notify the Education Provider Contact Person of its intentions and the reasons for giving the instruction; and
		2. where reasonable, provide the Education Provider with a reasonable opportunity to address the Research Placement Provider's concerns.
	3. A notice given under this clause may be verbal in the first instance, but must be confirmed in writing to the Education Provider Contact Person within three (3) Business Days after the verbal communication is given.
	4. If, after having given notice to the Education Provider in accordance with this clause, the Research Placement Provider's concerns are not addressed to its reasonable satisfaction, or if it would not be practical or reasonable to give notice to the Education Provider prior to giving an instruction under this clause, the Research Placement Provider may request the Education Provider to remove the particular Student from the Research Placement.
	5. If a request is made by the Research Placement Provider for the Education Provider to remove a particular Student from the Research Placement, the Education Provider must facilitate the Student's prompt removal from the Research Placement.
	6. Nothing in this clause prevents the Research Placement Provider from raising with the Education Provider any concerns the Research Placement Provider may have in relation to the competence, performance or suitability of a Student, with the objective of addressing any such concerns in an informal manner.

### Confidentiality and Privacy

* 1. The parties must keep all Confidential Information absolutely confidential, and each party undertakes that it will not communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:
		1. as is necessary for a party to perform its obligations under this Agreement; or
		2. as required by law.
	2. The parties must use all reasonable endeavours to ensure that its representatives comply with the obligations of confidentiality imposed on it under this Agreement as if those representatives were bound in the same way.

### Intellectual Property

* 1. The Education Provider acknowledges and agrees that ownership of all Intellectual Property created, discovered, brought into existence or otherwise acquired as a result of, for the purposes of, or in connection with the Research Placement or this Agreement and all other rights in respect of such Intellectual Property vest exclusively in the Research Placement Provider.
	2. The Research Placement Provider acknowledges and agrees that, subject to clause 12(c), ownership of all Intellectual Property discovered, brought into existence or otherwise acquired by a Student as a result of, for the purposes of, or in connection with, course work that is a component of the Student's Program of Study and all other rights in respect of such Intellectual Property vest in the Student.
	3. The parties agree that the ownership of Background Intellectual Property is not affected by this Agreement and remains the property of the party that owns or controls that Background Intellectual Property.

### Dispute resolution

* 1. In the event that a Dispute arises, either party may notify the other of the existence and nature of the Dispute by issuing a notice in writing which:
		1. includes or is accompanied by reasonable particulars of the Dispute; and
		2. is given within ten (10) Business Days of the circumstances giving rise to the Dispute first occurring.
	2. Within ten (10) Business Days after a notice of Dispute is given, a representative of the Research Placement Provider and the Education Provider must meet and use reasonable endeavours and act in good faith to seek to resolve the Dispute by discussion and negotiation.
	3. Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement and any related agreements, unless the circumstances giving rise to or in connection with the Dispute are such that a party has reasonably formed the view that continuing to perform that party's obligations under this Agreement would cause, or be likely to cause, a risk to the health and safety of Students, Patients or staff of the Research Placement Provider.

### Termination

* 1. This Agreement may be terminated by either party giving the other party not less than four weeks' notice in writing.
	2. In addition to its rights in subclause [14(a),](#bookmark4) either party may, by notice to the other party, immediately terminate this Agreement if the other party is in breach of a material obligation arising under this Agreement.
	3. If this Agreement is terminated for any reason, each party must immediately deliver to the other party all Confidential Information and other material received from the other party pursuant to this Agreement.

### Deferral or cancellation of Research Placement

* 1. Where unforeseen circumstances or causes beyond the control of a party, cause or threaten major disruption to that party's operations or the provision of Research Education by that party or otherwise make fulfilment of the Research Placement difficult (including but not limited to industrial disputes or the implementation of any disaster plan), the affected party must, at its earliest possible opportunity, notify the other of its intention to defer or cancel the Research Placement.
	2. The obligations under this Agreement of the party giving the notice specified in subclause [15(a)](#bookmark5) are suspended to the extent to which they are affected by the relevant events giving rise to the major disruption described in subclause [15(a)](#bookmark5) as long as the disruption continues.
	3. A party that provides notice in accordance with this clause must use its best endeavours to remove, overcome or minimise the effects of the events giving rise to the major disruption as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.
	4. During any period in which a party to this Agreement is not performing obligations because of events giving rise to a major disruption, the other party may (but need not) make alternative arrangements for Students to undertake Research Placements or Research Education by other means, without incurring any liability to that party.

### Insurance

* 1. The Education Provider must effect and maintain the following insurance policies in respect of Students undertaking approved Research Placements during the Term of the Agreement:
		1. Public Liability Insurance in the amount of not less than $20 million in respect of each and every occurrence. Such insurance is to cover any act or omission on the part of the Student during the Research Placement that results in death or injury, or property loss or damage;
		2. Medical Malpractice and Professional Indemnity Insurance in the amount of not less than $15 million in respect of each and every occurrence. Such insurance must cover the Education Provider and the Student for:
			1. claims for compensation and legal defence costs; and
			2. legal fees and expenses related to responding to disciplinary actions, arising from the Student undertaking the Research Placement;
		3. Personal Accident Insurance in respect of each Student on Research Placement; and
		4. Travel Insurance for travel approved by the Education Provider.
	2. The Education Provider must, on request, provide to the Research Placement Provider satisfactory evidence that the Education Provider has effected and renewed the insurance policies referred to in subclause [16(a).](#bookmark6)
	3. If the Student is required to travel in a vehicle belonging to the Research Placement Provider or its employees, agents or contractors, the Education Placement Provider will ensure that appropriate insurance is in place to cover any liability arising from damage to property or personal injury arising out of the Student's use of that vehicle.
	4. Students are not permitted to drive a vehicle which belongs to the Research Placement Provider or its employees, agents or contractors, and which is being used for the purposes of the approved Research Activity.

### Indemnities

* 1. The Education Provider indemnifies the Research Placement Provider, its employees and agents against liability in respect of all actions, claims, costs and expenses for all loss, damage to property or personal injury or death to persons caused by any unlawful or negligent act or omission of the Education Provider, its employees, agents, contractors or Students whilst undertaking a Research Placement except to the extent that the Research Placement Provider, its employees or agents caused the relevant loss, damage or injury.
	2. The Education Provider's liability to indemnify the Research Placement Provider pursuant to the above clause shall be reduced proportionately to the extent that an act, error or omission of the Research Placement Provider contributed to the loss, damage or injury.
	3. The Education Provider is not liable for any negligent act or omission of the Research Placement Provider, its employees or agents, that results in injury to, or loss or damage of personal property of, a Student.
	4. The Research Placement Provider indemnifies the Education Provider and the Student for any negligent act or omission by its employees, agents or contractors that results in any injury, loss or damage to the Student or to the Education Provider's property being used by the Research Placement Provider under this Agreement except to the extent that the Education Provider, its employees, agents or the Student caused the relevant injury, loss or damage.
	5. The Research Placement Provider's liability to indemnify the Education Provider or the Student is reduced proportionately to the extent that any negligent act or omission by the Education Provider or the Student contributed to the injury, loss or damage.
	6. Subject to clause 17(a), the Research Placement Provider will indemnify the Student for any civil liability claim made against the Student arising directly out of the provision of emergency medical or like assistance provided by the Student when in attendance as a bystander at the premises of the Research Placement Provider and where there is no expectation of payment or other reward by the Student.

### Miscellaneous

#### Notices

* + 1. Unless this Agreement specifies otherwise, all notices and other communications between the parties shall be in writing and given or sent to the relevant Education Provider Contact Person or Research Placement Provider Contact Person.
		2. Either party may substitute its Contact Person with another person by notifying the other party to that effect in writing.

#### Governing Law

The Laws of the State of Victoria govern this Agreement and the parties submit to the non- exclusive jurisdiction of Victorian courts.

#### Entire Agreement

This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to the subject matter of this Agreement is replaced by this Agreement and has no further effect.

#### Severability

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement. In any event, the remainder of this Agreement will be construed so as to ensure that it remains effective to the greatest extent possible.

#### Waiver

A waiver of any provision of, or right or obligation under, this Agreement is effective only to the extent specifically expressed in writing.

#### No assignment or subcontracting

Except by prior written consent, neither party may assign, novate or transfer the whole or any part of their rights or obligations under this Agreement.

#### Authority to execute

Each party that executes this Agreement declares that it has full authority to execute it and that it has obtained any necessary consents or approvals.

#### Costs

Each party must pay its own legal costs associated with the preparation and execution of this Agreement.

* + 1.

# **Signing Page**

**EXECUTED** as an agreement.

Date of Agreement: / /

|  |
| --- |
| **SIGNED** by **a duly authorised officer** for and onbehalf of **the Research Placement Provider**: |
| Name:  |
| Position:  |

|  |
| --- |
| **SIGNED** by **a duly authorised officer** for and onbehalf of **the Education Provider**: |
| Name:  |
| Position:  |

# **Schedule 1 – Research Placement Details**

|  |  |
| --- | --- |
| **Program(s) of Study (course name/s)** |  |
| **Research Placement Provider** |  |
| **Research Placement Provider Contact Person details** | **Name Position Telephone Email** |
| **Education Provider** |  |
| **Education Provider Contact Person details** | **Name Position Telephone Email** |
| **Term of placement** |  |
| **Name of Student/s** |  |
| **Research Project requiring Research Placement**  |  |
| **Barwon Health Research Study number** |  |
| **HREC approval** |  |

|  |  |
| --- | --- |
| **Supervisor while on site** |  |
| **Identify any fees payable and payment terms***including in-kind arrangements*  |  |
| **Other**  |  |

# **Schedule 2 – Declaration Education Provider**

**Student details**

|  |  |  |
| --- | --- | --- |
| Name of student: |  |  |
| Education provider: |  | Student ID: |
| Course name: |  |  |
| Email address: |  |  |

**Acknowledgement and undertaking**

In accordance with Barwon Health Student Induction Protocol, I declare I have sighted original versions of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Immunisation Certificate for:**  | **Date** | **Yes** | **No** | **N/A** |
|  **Hepatitis B** |  |  |  |  |
|  **Measles** |  |  |  |  |
|  **Mumps** |  |  |  |  |
|  **Pertussis** |  |  |  |  |
|  **Rubella** |  |  |  |  |
|  **Tuberculosis** |  |  |  |  |
|  **Varicella** |  |  |  |  |
|  **Covid-19** |  |  |  |  |
|  **Influenza** |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Requirement** | **Date** | **Yes** | **No** | **N/A** |
| **Australian Criminal History Check**  |  |  |  |  |
| **Overseas Criminal History Check**  |  |  |  |  |
| **Working with Children Certificate** **Number:…………………………….** | **Expiry Date:****………………** |  |  |  |
| **National Student Registration AHPRA** |  |  |  |  |

I understand I am required to notify the RPP should I become aware of any changes/updates to the above declaration.

|  |  |  |
| --- | --- | --- |
| Signature of Education Provider |  | Date |

# **Schedule 3 – Insurance Certificate**

 Please insert/attach copy insurance certificate as required under Clause 16.

# **Schedule 4 - Agreed Variations to Template Agreement**

*All agreed variations to this Agreement should be documented in this Schedule 4 for ease of reference.*

This agreement has been varied from the template as follows:

1. [insert variation]

**Standardised Student Induction Protocol**

To be used in conjunction with the Barwon Health Research Placement Agreement July 2021.

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# **Definitions**

**AHPRA** means the Australian Health Practitioner Regulation Agency.

**Approved Research Activity** means a research project which has ethics approval from a reviewing HREC and governance approval at Barwon Health under a Site Specific Application.

**Education Provider (EP):** An institution delivering accredited undergraduate and postgraduate education. This includes but is not limited to universities.

**Law** means any statute, regulation, by-law or subordinate legislation in force from time to time, the common law and equity and any legally binding industry codes of conduct, practice or standards.

**Privacy Laws** means all Laws relating to data security and the protection and processing of personal information in force from time to time including without limitation, the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and the *Health Records Act 1988* (Cth).

**Research Activity** means a research project which has ethics approval from a reviewing HREC and governance approval at Barwon Health under a Site Specific Application.

**Research Placement Provider (RPP):** An organisation that provides Research Placements to students. For the purpose of this Protocol this means Barwon Health a public health service

**Research Placement:** A research placement is defined as the placement at Barwon Health for the purposes of conducting an approved Research Activity.

**Student:** An individual enrolled in an accredited course offered by an Education Provider that requires the student to undertake a Research Activity requiring a Research Placement.

**Introduction**

At Barwon Health we foster research that enhances patient care, challenges clinical practice and promotes innovative health service delivery.

To achieve this Barwon Health provides research placements to Students undertaking an approved Research Activity.

To meet appropriate safety standards and to be familiarised with the environment in which their Placement will occur, Students are required to undertake orientation and induction at each new site. Where possible Barwon Health adopts a standardised approach to this induction process for Education Providers, Barwon Health Departments and Students.

It is acknowledged that students have an ongoing relationship with their EPs throughout their Research Placement. The EP and RPP will determine pre-Placement requirements prior to the Students' -Research Placement. Existing guidelines developed using specialist expertise have informed the development of the protocols set out in this document. EPs and RPPs will follow each of the protocols set out in this document.

Each section of this document is presented in three parts:

1. Protocol
2. Rationale
3. Resources

## Objectives

The Standardised Student Induction Protocol aims to:

1. Ensure patient safety and confidentiality through rigorous and consistent pre-Placement screening and orientation processes
2. Enhance administrative efficiency by reducing duplication across Barwon Health
3. Protect the privacy of Student personal and health information and prevent unlawful discrimination.

## Scope

This document clarifies responsibilities and protocols for each party regarding Student induction to Research Placement, and also suggests resources which may assist users where appropriate. These protocols are intended to be applied consistently to any research or clinical health setting or placement type, thereby streamlining administration for all parties. In particular situations, however, amendment to these protocols may be necessary. In such an instance, these should be agreed between the Research Placement Provider (RPP) and Education Provider (EP) prior to commencement of the Research Placement.

## Privacy

EPs and RPPs are responsible for ensuring they have obtained all appropriate consents to fulfil their obligations under this protocol, including communication of Student information. Personal information – including sensitive police and health information – should only be accessible in accordance with the Privacy Laws and on a ‘need to know’ basis and must be protected at all times against unauthorised access. Sensitive matters relating to Student health status or criminal history should be handled by senior members of staff wherever possible.

All identifiable Student information should be destroyed by RPPs in accordance with Privacy Laws and, if applicable, the relevant Retention and Disposal Authority published by the Public Records Office of Victoria and specifically relating to Research Records.

# **Student Details**

### Protocol

1. EPs/Students must submit a completed Research Placement Agreement including Schedules 1 and 2 at the time of the Site Specific Application to Barwon Health for the Research Activity. Barwon Health requests at least four weeks lead time prior to commencement of Placement:
2. RPPs may request other relevant information including personal information directly from Students during Placement only if required to facilitate the Placement.
3. RPPs are not to require the following Student information:
	1. Residential address
	2. Australian residency status
	3. Sexual orientation
	4. Religious beliefs
4. Student personal details must not be used to discriminate Students unlawfully, such as by giving preference of Placement to Students of particular age, gender, religion or racial profile.

### Rationale

RPPs require certain personal details to verify Student identity at commencement of Research Placement and facilitate access to both physical and digital assets, including buildings and electronic medical records.

Attendance at a Barwon Health site needs to be organised beforehand and agreed to by the Barwon Health Principal Investigator and staff in charge of the site/department, and the Student. From time to time there may be a need to contact the student to vary the attendance roster due to site requirements. The EPs will provide an email address to enable communication of Placement-related information to the Student.

### Resources

Equal Opportunity Act 2010

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/eoa2010250](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/eoa2010250)

Privacy and Data Protection Act 2014

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/padpa2014271](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/padpa2014271)

# **Australian Charter of Healthcare Rights**

### Protocol

1. EPs must ensure each Student is educated in the Australian Charter of Healthcare Rights and any other relevant charters or standards before commencing Research Placements.
2. RPPs must clearly indicate to patients that their institution is a clinical, research and teaching health service where Students undertake approved research activities in conjunction with a Barwon Health Principal Investigator.

### Rationale

Patients have a right to safe and high-quality care under the Australian Charter of Healthcare Rights, which applies to all Australian healthcare settings. To ensure these rights are upheld, Students require appropriate supervision while accessing patients. This will ensure that Students develop excellent research skills to become part of a well-trained future health workforce, capable of providing safe and high-quality care.

### Resources

Australian Charter of Healthcare Rights

<http://health.vic.gov.au/patientcharter>

# **Australian Criminal History Check**

### Protocol

1. Students are required to have a valid Australian nationally coordinated criminal history check at all times while on Placement.
2. An Australian nationally coordinated criminal history check may be issued by the Australian Federal Police, a state or territory police agency or an organisation appropriately accredited by the Australian Criminal Intelligence Commission, and is valid if:
	1. not more than six months old; and
	2. the check has a stated purpose encompassing supervised access to vulnerable people.
3. EPs must:
	1. Sight a valid police check for each Student prior to Clinical Placement;
	2. At least four weeks before the intended commencement of the Clinical Placement, provide written confirmation to the RPP via Schedule 2 of the Research Placement Agreement that they have sighted a valid police check for each Student;
	3. Require Students to notify the EP and RPP immediately if, at any time before the end of a Research Placement, they are under investigation, are charged with or found guilty of a criminal offence (other than a minor traffic offence) in any country; and
	4. In the event that they become aware of any criminal history for a Student, promptly notify the RPP in writing addressed to the Research Management Committee at Research@barwonhealth.org.au and advise the Student to be available to meet with the RPP and RMC if requested. The Student may choose to bring a support person to this meeting.
4. RPPs must:
	1. Not require a Student to provide evidence of their police record directly to the RPP unless required under Laws or unless the RPP is notified of the presence of criminal history by the Student, EP or another person;
	2. Reasonably assess the risk of each Student with disclosable criminal history undertaking Placement within their organisation;
	3. Notify the EP as soon as possible if there are concerns about a Student's suitability for Placement because of their criminal history; and
	4. Ensure any information pertaining to a Student's criminal history is only used for the purpose of determining the Student's suitability for Placement and is destroyed as soon as their suitability has been determined or as required by the Privacy Laws, whichever is later.

### Rationale

An Australian nationally coordinated criminal history check (commonly known as a police check) is a standard requirement for any person working in a ‘position of trust’ with individuals in the community, particularly those classified as ‘vulnerable populations’ (such as children, elderly or those with a disability). The police check provides a list of disclosable offences a person has committed at a given point in time and is designed to reduce the risk of abuse by an individual undertaking a Clinical Placement.

In the health sector, it is common practice for new employees to be required to undergo a police check at or prior to commencement of their employment.

### Resources

Aged Care Act 1997

[www.legislation.gov.au/Series/C2004A05206](http://www.legislation.gov.au/Series/C2004A05206)

Australian Criminal Intelligence Commission - National Police Checking Service

[www.acic.gov.au/our-services/national-police-checks](http://www.acic.gov.au/our-services/national-police-checks)

Australian Federal Police – National Police Checks

[www.afp.gov.au/what-we-do/services/criminal-records/national-police-checks](http://www.afp.gov.au/what-we-do/services/criminal-records/national-police-checks)

Commonwealth statutory declarations

[www.ag.gov.au/Publications/Statutory-declarations](http://www.ag.gov.au/Publications/Statutory-declarations)

Police certificate guidelines for aged care providers

<https://agedcare.health.gov.au/police-certificate-guidelines-for-aged-care-providers>

Service agreement information kit – safety screening for Victorian funded agencies

<https://fac.dhhs.vic.gov.au/service-agreement-information-kit-0>

Victoria Police - National Police Record Check

[www.police.vic.gov.au/content.asp?Document\_ID=274](http://www.police.vic.gov.au/content.asp?Document_ID=274)

# **Overseas Criminal History Check**

### Protocol

1. Students are required to provide the EP evidence of their overseas criminal history if they have, after the age of 16:
	1. Been a citizen or permanent resident of any country other than Australia; or
	2. Resided continuously in any single country other than Australia for 12 months or more.
2. The following documentation will be accepted as evidence:
	1. Nation-wide check of criminal history produced by the relevant national authority (if in a language other than English, it must be accompanied by a certified English translation); or
	2. International Criminal History Check issued by an AHPRA approved supplier; or
	3. if it is not possible to obtain the documentation referred to in Protocols 2(a) or 2(b) without unreasonable cost or delay or if the Police Certificate Guidelines otherwise permit, a Commonwealth Statutory Declaration sworn by the Student that states either:
* The Student is not, in any country, currently under investigation, charged with or have been found guilty of a criminal offence (other than a minor traffic office); or
* Details of any current investigation, charges or guilty findings.
1. EPs must:
	1. Identify all Students required to provide evidence of their overseas criminal history according to this protocol;
	2. Sight evidence of each identified Student's overseas criminal history;
	3. At least four weeks before the intended commencement of the Research Placement, provide written confirmation via Research Placement Agreement Schedule 2 to the RPP that they have performed their obligations under Protocol 3[(a)](#bookmark8) and 3(b)[;](#bookmark9)
	4. Require Students to notify the EP and RPP immediately if, at any time before the end of a Research Placement, they are under investigation, are charged with or found guilty of a criminal offence (other than a minor traffic offence) in any country; and
	5. In the event that they become aware of any criminal history for a Student, promptly notify the RPP in writing and advise the Student to be available to meet with the RPP if requested. The Student may choose to bring a support person to this meeting.
2. RPPs must:
	1. Not require a Student to provide evidence of their police record directly to the RPP unless required under Law or unless the RPP is notified of the presence of criminal history by the Student, EP or another person;
	2. Reasonably assess the suitability of any Student with disclosable criminal history to undertake Placement within their organisation, taking into account the RPP's duty of care to its patients.
	3. Notify the EP as soon as possible if there are concerns about a Student's suitability for Placement because of their criminal history; and
	4. Ensure any information pertaining to a Student's criminal history is only used for the purpose of determining the Student's suitability for Placement and is destroyed as soon as their suitability has been determined or as required by the Privacy Laws, whichever is later.

### Rationale

The Australian nationally coordinated criminal history check provides a comprehensive record of criminal history within Australia but is ignorant of criminal history in other countries. For persons who have lived overseas or with significant overseas connection, particularly those recently arrived in Australia, it is prudent to obtain evidence of their overseas criminal history when assessing suitability for Clinical Placement in addition to an Australian criminal history check.

It is a legislated requirement in the aged care sector that any person who has been a permanent resident or a citizen of another country and who has access to an aged care recipient must provide a statutory declaration and evidence of any criminal record from that country.

It is not always possible or practical to obtain a police records check from other countries. As such, a Commonwealth statutory declaration may be used if the Law and Police Certificate Guidelines (if applicable to the Research Placement Provider) permit.

### Resources

Aged Care Act 1997

[www.legislation.gov.au/Series/C2004A05206](http://www.legislation.gov.au/Series/C2004A05206)

AHPRA – International criminal history checks

[www.ahpra.gov.au/registration/registration-process/criminal-history-checks/international-criminal- history](http://www.ahpra.gov.au/registration/registration-process/criminal-history-checks/international-criminal-history)

Commonwealth statutory declarations

[www.ag.gov.au/Publications/Statutory-declarations](http://www.ag.gov.au/Publications/Statutory-declarations)

National Accreditation Authority for Translators and Interpreters

[www.naati.com.au](http://www.naati.com.au/)

Police certificate guidelines for aged care providers (**‘Police Certificate Guidelines’**)

<https://agedcare.health.gov.au/police-certificate-guidelines-for-aged-care-providers>

Service agreement information kit – safety screening for funded agencies

<https://fac.dhhs.vic.gov.au/service-agreement-information-kit-0>

# **Working with Children Check**

### Protocol

1. All Students aged 18 years or older are required to maintain a valid Working with Children Check (WWCC) for the duration of their Research Placement if the Placement involves working in any of the occupational fields listed in the *Working with Children Act 2005* and direct contact with children.
2. Interstate Students do not need a Victorian WWCC if they are working with children in Victoria for a period of no more than 30 days and hold a valid WWCC in another Australian state or territory during that period.
3. EPs must:
	1. Notify Students of their obligation to list on their WWCC the EP as an organisation that engages the Student in child-related work. There is no requirement for the Student to also list the RPP;
	2. For each Student, sight a valid WWCC and confirmation the EP has been listed as an organisation engaging the Student in child related work prior to sending the Student on any Placement where a WWCC is required;
	3. Record details of Student WWCCs according to Department of Justice and Community Safety instructions published on the Working with Children Check website;
	4. At least four weeks before the intended commencement of any Clinical Placement for which a WWCC is required, provide to the RPP via:
		1. Written confirmation in Research Placement Agreement Schedule 2 that the EP has sighted a valid WWCC for each Student;
		2. Reference number of each WWCC; and
		3. Expiry date of each WWCC;
	5. Notify each Student of their obligation to notify the EP in writing within seven days of receipt of a negative notice, suspension or cancellation of their WWCC;
	6. If they become aware of a negative notice, suspension or cancellation of a Student's WWCC, immediately notify the RPP in writing to Research Management Committee (RMC) at Research@barwonhealth.org.au and advise the Student to be available to meet with the RMC if requested. The Student may choose to bring a support person to this meeting.
4. WWCC is mandatory for all students participating in a research activity where the Protocol or Research Plan identifies actual or possible contact with persons under the age of 18 years;
5. Students are not required to present their WWCC card directly to the RPP. RPPs may use the information provided by EPs to verify the status of WWCCs via the Working with Children Check website.
6. In accordance with the *Working with Children Act 2005*, a person is exempt from a WWCC if they can provide evidence they:
	1. Are registered under section 11 of the *Victorian Institute of Teaching Act 2001* as a teacher; or
	2. Are a member of the force within the meaning of the *Police Regulation Act 1958* and who has taken and subscribed the oath referred to in section 13(1) of that Act (other than a member who is suspended from duty under that Act).

### Rationale

The Working with Children Check (WWCC) is mandated under the *Working with Children Act 2005* to assess a person’s suitability to work with persons under the age of 18 years (children), aiming to protect children from sexual and physical harm. Child-related work is paid or unpaid work involving direct and unsupervised contact with a child when working with, or caring for, children in any of the occupational categories listed in the Act. Criminal records continue to be monitored for the life of a WWCC, which is for a five-year period. The Act provides a range of exemptions that permit certain groups of people to undertake child-related work without a WWCC.

Organisations in Victoria are also required to comply with the Child Safe Standards published by the Victorian Commission for Children and Young People.

### Resources

Victorian Commission for Children and Young People – The Child Safe Standards

<https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards>

Victorian Department of Justice and Community Safety - Working with Children Check

[www.workingwithchildren.vic.gov.au](http://www.workingwithchildren.vic.gov.au/)

Working with Children Act 2005

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/wwca2005232](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/wwca2005232)

# **Infection and Immunisation**

### Protocol

1. For the duration of the Research Placement, all Students should ideally have:
	1. Immunity to Covid-19, hepatitis B, influenza, measles, mumps, pertussis, rubella, varicella; and
	2. No active infection with tuberculosis.
2. EPs must:
	1. Sight evidence of the infection/immunity status of each Student, as described in the specific requirements below, prior to commencement of the first Research Placement of their course. EPs may choose to sight the evidence documents directly or alternatively require an AHPRA- registered medical practitioner to state in writing that they have sighted the required documents;
	2. At least four weeks before the intended commencement of each Research Placement, provide written confirmation to the RPP that the Student has provided evidence that the specific requirements below have been satisfied;
	3. Require Students to seek medical advice immediately if they are exposed to a risk of infection through any occupational or non-occupational encounter;
	4. Require Students to notify the EP and RPP immediately if, at any time before the end of a Research Placement, their infection/immune status changes; and
	5. In the event that they become aware that a Student cannot satisfy the specific requirements [below](#bookmark14) prior to attending a Research Placement, promptly notify the RPP in writing and advise the Student to be available to meet with the RPP if requested. The Student may choose to bring a support person to this meeting.
3. RPPs must:
	1. Not require a Student to provide evidence of the infection/immune status directly to the RPP unless they are:
		1. Obligated under Law;
		2. Notified that the Student is unable to satisfy the specific requirements [below](#bookmark14) before attending a Research Placement; or
		3. Investigating a case of infection transmission that it reasonably believes may be connected to the Student;
	2. Reasonably assess the risk of each Student that does not satisfy the specific requirements [below](#bookmark14) undertaking a Clinical Placement within their organisation. Taking into account the RPPs' duty of care to its patients, the RPP should consider any reasonable controls or adjustments to the Placement program that would enable the Student to safely complete the Research Placement, in consultation with the EP. This includes where a Student objects to any screening or vaccination required for compliance with this protocol;
	3. Only refuse Placement for a Student on the basis of their infection/immune status if, having fully considered all possible controls and adjustments in accordance with Protocol 3[(iii)](#bookmark13), the RPP reasonably determines that the Student poses an unacceptable risk to the RPP, its staff or its patients or that such Research Placement may otherwise cause the RPP to be in breach of any Laws or its duty of care to its patients and staff;
	4. Notify the EP as soon as possible if there are concerns about a Student’s suitability for placement because of their infection/immune status; and
	5. Ensure any information pertaining to a Student’s infection/immune status is only used for the purposes of determining a Student’s suitability for Research Placement or investigating a case of infection transmission and is destroyed as soon as it is no longer required.
4. EPs must notify Students of their obligations to be aware of their blood-borne virus status (hepatitis B, hepatitis C, HIV) and take reasonable steps to prevent the transmission of infection at all times. Neither the EP nor RPP shall require Students to provide evidence of their blood-borne virus infection status.
5. An Australian Immunisation Register printout is considered a vaccination record for the purpose of proving immunity.
6. Vaccinations administered in other countries may be accepted provided the brand and schedule aligns with the Australian Immunisation Handbook.
7. Serological testing is only acceptable if performed in a facility accredited to the ISO15189 standard for medical testing by an accreditation body recorded as a signatory to the ILAC Mutual Recognition Arrangement.
8. Except for influenza vaccination, which must occur each year, Students are only required to provide evidence of immunity and screening for tuberculosis once, prior to commencing the first Research Placement of their course. The EP or RPP may require rescreening for tuberculosis throughout the course if a potential exposure has occurred.

#### Specific Requirements

##### COVID-19 – the following may be accepted as evidence of immunisation status for COVID-19:

1. Vaccination record indicating two doses of TGA-approved COVID-19 vaccine

Students should check for updated requirements every six months.

##### Hepatitis B – the following may be accepted as evidence of immunity to Hepatitis B:

1. Serology report indicating immunity to Hepatitis B.

A Student who is unable to provide evidence of immunity to Hepatitis B is considered to have satisfied the Hepatitis B requirement for Placement if they:

* Are in the first year of their course; and
* Have received at least two doses of Hepatitis B vaccine.

##### Influenza – vaccination against influenza is only required for Research Placements occurring during the period 1 June to 31 October in any given year, however students should be strongly encouraged to have immunity to influenza year-round. The following may be accepted as evidence of immunity to influenza:

1. Vaccination record indicating a dose of influenza vaccine for current calendar year; or
2. Written statement from a medical practitioner or immunisation nurse advising administration of one dose of influenza vaccine for the current calendar year.

As the current-year influenza vaccine is typically not made available until March-May and is often in short supply, Students are only required to provide evidence of vaccination by 1 June, even if the Research Placement commences before this date. Where a Student commences Placement prior to receiving the vaccination, the EP must notify the RPP no later than 1 June that the Student has provided evidence of having been vaccinated.

Where the RPP chooses to provide vaccination for Students undertaking Research Placement, the Student who has been vaccinated should communicate this to the EP.

##### Measles – the following may be accepted as evidence of immunity to measles:

1. Vaccination record indicating two doses of MMR vaccine; or
2. Serology report indicating immunity to measles; or
3. Government-issued documentation confirming a birth date prior to 1966.

##### Mumps – the following may be accepted as evidence of immunity to mumps:

1. Vaccination record indicating two doses of MMR vaccine; or
2. Serology report indicating immunity to mumps; or
3. Government-issued documentation confirming a birth date prior to 1966.

##### Pertussis – the following may be accepted as evidence of immunity to pertussis:

1. Vaccination record indicating one dose of dTpa vaccine given within the past 10 years.

##### Rubella – the following may be accepted as evidence of immunity to rubella:

1. Vaccination record indicating two doses of MMR vaccine; or
2. Serology report indicating immunity to rubella; or
3. Government-issued documentation confirming a birth date prior to 1966.

##### Tuberculosis – the following may be accepted as evidence of no active infection with tuberculosis:

1. Written statement from an AHPRA-registered medical practitioner advising the Student has no symptoms of active tuberculosis and has received a tuberculin skin test or interferon gamma release assay (such as the QuantiFERON-TB Gold assay) indicating no tuberculosis infection; or
2. Written statement from an AHPRA-registered specialist infectious disease or respiratory physician advising the Student has no active tuberculosis infection.

Students are also considered to have satisfied the tuberculosis requirement for Placement if they provide a written statement from an AHPRA-registered specialist infectious disease or respiratory physician advising they have been assessed as fit for Placement; for example, if the Student is receiving appropriate treatment for a current tuberculosis infection and is deemed non-infectious.

##### Varicella – the following may be accepted as evidence of immunity to varicella:

1. Written statement from a medical practitioner advising definite prior history of varicella infection; or
2. Vaccination record indicating two doses of varicella vaccine; or
3. Serology report indicating immunity to varicella.

### Rationale

Transmission of vaccine preventable disease in healthcare settings has the potential to cause serious illness and avoidable death in patients, staff, Students, and the community. From an employer’s perspective there are occupational health and safety (OH&S) obligations to ensure that staff are protected from vaccine preventable disease.

### Resources

Australian Immunisation Handbook

[https://immunisationhandbook.health.gov.au](https://immunisationhandbook.health.gov.au/)

[Australian National Guidelines for the Management of Healthcare Workers Living with Blood Borne](http://www.health.gov.au/internet/main/publishing.nsf/content/cda-cdna-bloodborne.htm) [Viruses and Healthcare Workers who Perform Exposure Prone Procedures at Risk of Exposure to Blood](http://www.health.gov.au/internet/main/publishing.nsf/content/cda-cdna-bloodborne.htm) [Borne Viruses](http://www.health.gov.au/internet/main/publishing.nsf/content/cda-cdna-bloodborne.htm)

[www.health.gov.au/internet/main/publishing.nsf/content/cda-cdna-bloodborne.htm](http://www.health.gov.au/internet/main/publishing.nsf/content/cda-cdna-bloodborne.htm)

ILAC Mutual Recognition Arrangement signatory search

<https://ilac.org/signatory-search>

Victorian Tuberculosis Program – Preventing tuberculosis infection and disease among healthcare workers

[www.thermh.org.au/health-professionals/clinical-services/victorian-tuberculosis-program](http://www.thermh.org.au/health-professionals/clinical-services/victorian-tuberculosis-program)

Victorian vaccination for healthcare workers guidelines

[www2.health.vic.gov.au/public-health/immunisation/adults/vaccination-workplace/vaccination- healthcare-workers](https://www2.health.vic.gov.au/public-health/immunisation/adults/vaccination-workplace/vaccination-healthcare-workers)

# **National Student Registration**

### Protocol

1. All Students of a registered health profession are required to maintain student registration with the Australian Health Practitioner Regulation Agency (AHPRA) for the duration of their Research Placement.
2. In relation to Students of registered health professions, EPs must:
	1. Appropriately register each Student with AHPRA prior to the commencement of the Research Placement. It is acknowledged that AHPRA may not always issue confirmation of Student registration to the EP prior to the Research Placement commencing. In the case of psychology students, who are not eligible for student registration, the EP must instead sight evidence that the Student has provisional registration with the Psychology Board of Australia prior to the commencement of the Research Placement.
	2. At least four weeks before the intended commencement of each Research Placement, provide written confirmation to the CPP that each Student has been appropriately registered.
	3. Comply with the Health Practitioner Regulation National Law Act 2009, including by:
		1. Notifying AHPRA if it reasonably believes a Student has an impairment that may place the public at substantial risk of harm; and
		2. Notifying the RPP as soon as practicable if it is advised by AHPRA that a Student has had their registration suspended or a condition imposed.
3. RPPs must not request a Student or EP to provide evidence of student registration, as no such evidence is made available by AHPRA.

### Rationale

The Health Practitioner Regulation National Law (Victoria) Act 2009 states that Students enrolled in an approved program of study, or who are undertaking clinical training, must be registered as a student with their respective National Board.

### Resources

Australian Health Practitioner Regulation Agency – Student registration [www.ahpra.gov.au/registration/student-registrations](http://www.ahpra.gov.au/registration/student-registrations)

Health Practitioner Regulation National Law (Victoria) Act 2009

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/hprnla2009517](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/hprnla2009517)

Psychology Board of Australia – Provisional registration for psychology higher degree students [www.psychologyboard.gov.au/Registration/Provisional/Higher-Degree](http://www.psychologyboard.gov.au/Registration/Provisional/Higher-Degree)

# **Student Undertaking**

### Protocol

1. EPs must obtain from each Student at course commencement a written undertaking in the form provided at Appendix A
2. At least four weeks before the intended commencement of the Research Placement, the EP must provide written confirmation to the RPP that they have performed their obligations under Protocol [1 and obtained the written undertaking from the relevant Student.](#bookmark17)
3. If requested by the RPP, the EP must promptly provide a copy of an executed Student undertaking to the RPP.
4. If the EP becomes aware of any breach or anticipated breach by a Student of a Student undertaking referred to in Protocol 1 above, it must immediately notify the RPP and take such action as may be necessary, including all reasonable actions instructed by the RPP.

### Rationale

Students are not party to the Research Placement Agreement between RPP and EP. The student undertaking is required to confirm each Student's understanding and acceptance of their obligations when participating in a Research Placement.

### Resources

Health Records Act 2001

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/hra2001144](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/hra2001144)

Privacy and Data Protection Act 2014

[www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol\_act/padpa2014271](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/vic/consol_act/padpa2014271)

# **Placement Approval**

### Protocol

### Research activities MUST have all approvals in place prior to the commencement of a Research Placement. This includes a reviewing HREC approval and Site Specific Barwon Health approval and fully completed Research Placement Agreement including Schedules. Prior departmental approval is needed where RPP staff are required to support the Student’s research activity during the Research Placement.

### Rationale

A discussion of Research Placement objectives prior to each Research Placement enables the EP and RPP to manage the Research Placement so that students’ research activity objectives can be met.

# Orientation

Orientation provided by RPPs ensures that Students are equipped to engage in research activities at a particular Research Placement site. Whether delivered in person or online, orientation should address: the structure, function and code of conduct of the organisation; IT systems; safety and emergency procedures, including those relating to occupational aggression and violence, workplace injury and claims of harassment and bullying; quality and infection control; mandatory training (eg hand hygiene); privacy and confidentiality; scope of practice; student support; any specific organisational and/or professional requirements.

Orientation programs vary according to the needs of different cohorts of Students and the setting of Research Placements but there are many common elements. Information included in staff orientation programs is also relevant to Students.

EPs and RPPs should work together to provide other information relevant to Clinical Placements, including details of transport and parking.

# **Appendix A - Student Undertaking**

### Student Details

|  |  |  |
| --- | --- | --- |
| Name of student: |  |  |
| Education provider: |  | Student ID: |
| Course name: |  |  |
| Email address: |  |  |
| Phone number: |  |  |

Emergency Contact Details

|  |  |
| --- | --- |
| Emergency contact name: |  |
| Relationship: |  |
| Phone number: |  |

Acknowledgement and Undertaking

I acknowledge that:

1. I am not an employee of the Research Placement Provider for the purpose of Placement;
2. I am familiar with the Australian Charter of Healthcare Rights;
3. I am aware that unlawful disclosure of patient information is a criminal offence;
4. I have informed my education provider and provided all relevant details if:
	1. I have ever had any restrictions on my student registration with the relevant National Board;
	2. I have ever been disciplined by a relevant professional body;
	3. I have ever been imprisoned or found guilty of a violent or sex offence;
	4. I have been found guilty of a criminal offence (other than a minor traffic offence) in the past 10 years in either Australia or overseas; or
	5. I am currently subject to charges or under investigation for a criminal offence (other than a minor traffic offence).

In relation to my Research Placement, I undertake that:

1. I will not communicate, publish or release any confidential information of any Research Placement Provider and will keep all patient information strictly confidential;
2. I will comply with all policies, procedures and reasonable directions of each Research Placement Provider;
3. I will behave at all times in such a way as to cause no unreasonable or unnecessary disruption to the routines or procedures of a Research Placement Provider or its patients or staff;
4. I will promptly notify both my education provider and my Research Placement Provider if:
	1. I am unable to attend Placement as scheduled for any reason;
	2. I feel unwell or my health status changes;
	3. Any accident or incident occurs;
	4. Any restrictions are placed on my student registration with the relevant National Board;
	5. I am disciplined by a relevant professional body;
	6. I am found guilty of a criminal offence (other than a minor traffic offence); or
	7. I am charged or investigated for a criminal offence (other than a minor traffic offence).

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| Signature of student |  | Date |
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