Research Placement Agreement

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.



# Signing page

**EXECUTED** as an agreement.

Date of Agreement: / /

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

|  |
| --- |
| **SIGNED** by **a duly authorised officer** for and on  behalf 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** | Dea |
| **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:

* [insert variation]