

Student Placement Agreement

Aurum Pty Ltd

This agreement covers the placement of
certificate and nursing students in both NSW
and VIC Aurum care come locations

Student placement agreement

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Details

Date

Parties

Student Placement
Aurrum Pty Ltd
ABN 91 168 114 038
Address 17 Bay Street
Double Bay NSW 2028

Education Provider:

ABN:

Address:

Background

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

Agreed terms

1. Defined terms

In this document:

Agreement means this document, including the Schedules.

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 in the relevant state or a holiday of the Education Provider as published in the Education Provider's academic calendar from time to time.

Clinical Education means supervised practical experience in a relevant discipline.

Clinical Supervisor refers to a person nominated by the parties and named in Schedule 1 or other written communication whose role includes the provision of supervision of an allocated Student or group of Students throughout a single Student Placement.

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

Confidential Information means any relevant information or data, including Personal Information as defined in the relevant state legislation i.e. *Personal Information Protection Act 1998 (NSW) and Health Records and Information Privacy Act 2002 (NSW)*, or *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 Student 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.

CrimTrac means the executive agency within the Commonwealth Attorney General's portfolio that provides, on behalf of the Australia Police Services, national criminal history record checking services to accredited third-party agencies.

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

Education Provider means the entity specified in this agreement.

Education Provider Contact Person means the person named in this agreement and nominated by the Education Provider to administer each Student Placement and the placement of Students at the Student Placement Provider in conjunction with the relevant Student Placement Provider Contact Person.

Intellectual Property includes:

- (a) patents, copyright, registered designs, trademarks; and
- (b) 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 Student Placement Provider is located.

National Police Certificate means an Australia-wide check of a person's criminal history prepared by the Australian Federal Police, a State or Territory police service, or an agency accredited by CrimTrac.

Resident means a person who receives a health or other service which is provided by the Student 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 Student Placement Provider for the purpose of undertaking the Student Placement.

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

a **Registered Training Organisation** is an Education Provider that is registered, with either the Australian Skills Quality Authority (**ASQA**) or the Victorian Registration and Qualifications Authority (**VRQA**) to provide accredited courses in vocational education and training.

Standardised Student Induction Protocol is the relevant version of the Standardised Student Induction Protocol as amended from time to time and published by the relevant State i.e. Department of Health & Human Services, accessible at Department of Health, accessible at www.health.nsw.gov.au (NSW) or Department of Health & Human Services, accessible at www.health.vic.gov.au.

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

Student Placement means the placement of a Student with the Student Placement Provider for the purpose of providing Clinical Education.

Student Placement Provider means the entity specified in this agreement.

Student Placement Provider Contact Person means the person named in this agreement and nominated by the Student Placement Provider to administer each Student Placement and the placement of Students in the Student Placement Provider in conjunction with the relevant Education Provider Contact Person.

Student Undertaking means an undertaking in the form recorded in Schedule 2 to this Agreement.

Supervision means the oversight of Student Placements in a manner consistent with the model of supervision that is applicable to the Student Placement and recorded in this agreement.

Term of this Agreement means the term specified in clause 3 of this Agreement.

Vocational Education and Training (VET) Students are students enrolled in a Program of Study with an Education Provider that is a Registered Training Organisation.

2. Objectives and principles

- (a) Nothing in this Agreement commits or obliges a Student Placement Provider to accept Students from the Education Provider.
- (b) If a Student Placement Provider accepts Students from the Education Provider, the terms and conditions of this Agreement will govern the Student Placement.
- (c) The parties agree to liaise with each other regarding the number of Students who will attend the Student Placement Provider for the purpose of Clinical Education.
- (d) 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.
- (e) The parties agree that:
 - (i) nothing in this Agreement creates any employment or other similar relationship between the Student Placement Provider and any Student; and
 - (ii) each party is responsible for complying with all of its obligations at Law with respect to Students.

3. Term of Agreement

The Term of this Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with clause 14, end five (5) years after the Commencement Date, or on such other date as agreed in writing between the parties.

4. Annual review and variations

- (a) The parties must review the Student Placement Schedule of this Agreement on an annual basis.
- (b) Any variation to this Agreement must be agreed between the parties and recorded in writing in Schedule 3 - Student Placement Variation. To the extent of any inconsistency between a term of this Agreement and a term recorded in the Student Placement Schedule, the term recorded in the Student Placement Schedule will prevail.
- (c) Subject to subclause 4(b), the parties agree that the terms of this Agreement will not be varied.

5. Standardised Student Induction Protocol

- (a) Each party agrees to comply with the Standardised Student Induction Protocol, to the extent it is relevant. To the extent that the parties agree to depart from the requirements of the Standardised Student Induction Protocol, such agreement must be recorded in Schedule 2.
- (b) Either party may refuse to commence a Student Placement for any Student if the obligations in the Standardised Student Induction Protocol have not been met by the other party.

6. Responsibilities of the Education Provider

The Education Provider agrees:

- (a) each Student nominated by the Education Provider to undertake a Student Placement is, to the best of the Education Provider's knowledge, fit, proper and competent to undertake the Student Placement, and the Education Provider has informed each Student that the Student Placement Provider expects high standards from the Student in relation to honesty, integrity and general behaviour;
- (b) a Student's access to a Resident and the Resident's personal information is and remains subject to the Student Placement Provider's overriding duty of care to the Resident, and is conditional upon that Resident first giving his or her consent to that Student's access, where reasonably practical;
- (c) a Student may only participate in the delivery of health care or treatment at levels commensurate with his or her stage of preparation and progress in his or her Program of Study and as approved by the Student Placement Provider, and must be supervised at all times in accordance with the supervision model that applies as specified in relevant schedule;
- (d) to comply with, and to ensure its Students understand, the obligations under the Standardised Student Induction Protocol (as amended from time to time), and any applicable additional requirements specified in this agreement;
- (e) to obtain from each Student the Student Undertaking set out in Schedule 2, and to provide a copy of the signed Student Undertaking to the Student Placement Provider in advance of the commencement of the Placement Period;
- (f) to inform Students that, while Students are on the premises of the Student Placement Provider or participating in the Student Placement in any other clinical or professional setting under instructions from the Student Placement Provider, Students will be bound by Laws, protocols, procedures, policies and guidelines applicable to staff of the Student Placement Provider and any other relevant information of which Students of the Education Provider have been advised, including:
 - (i) acting in a manner consistent with the mission and health care philosophy of the Student Placement Provider; and
 - (ii) acting in a manner consistent with reasonable and appropriate standards for a professional, clinical environment;
- (g) to take all reasonable steps to ensure that, for the duration of the Placement Period, Students:
 - (i) comply with all reasonable instructions given by the Student Placement Provider or its employees, agents, representatives and any visiting clinicians accredited to the Student Placement Provider;
 - (ii) perform any tasks allocated to them as part of the Student Placement with due care, skill and attention and in a proper and time efficient manner;
 - (iii) 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 Student Placement Provider from time to time;
 - (iv) do not improperly remove from the Student Placement Provider any property belonging to the Student Placement Provider (including but not limited to equipment and medical records);
 - (v) do not represent that they are employed or act on behalf of the Student Placement Provider; and
 - (vi) do not otherwise act in a manner which could disrupt or adversely affect the Student Placement Provider's reputation, interests or goodwill;

- (h) that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Student Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Student Placement;
- (i) that the Student Placement Provider is entitled to make relevant enquiries and take other necessary steps to satisfy itself that Students are competent to undertake the Student Placement, and that they conduct themselves in a safe and professional manner;
- (j) to notify the Student Placement Provider Contact Person if a complaint is received by the Education Provider in relation to a Student or any other person regarding a Student Placement; and
- (k) where possible, to give prior notice to the Student Placement Provider of a Student's illness or absence during the Placement Period.

7. Responsibilities of the Student Placement Provider

The Student Placement Provider agrees:

- (a) to use all reasonable endeavours to ensure that, for the duration of the Placement Period, Students:
 - (i) act only under the supervision of a suitably experienced, qualified and (where relevant) registered clinician at all times when undertaking the Student Placement;
 - (ii) are supervised in accordance with the supervision model set out in the relevant schedule, 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;
- (b) that discipline and control of Students is the responsibility of the Education Provider, subject to the right of the Student Placement Provider to instruct a Student in connection with any task or responsibility arising in the course of the Student Placement;
- (c) that where the Student Placement Provider reasonably requires a Student to travel during the Student Placement in order to perform allocated tasks, all necessary travel arrangements will be made by the Student Placement Provider at the Student Placement Provider's expense;
- (d) to notify the Education Provider Contact Person if a complaint is received by the Student Placement Provider in relation to the Student or any other person regarding a Student Placement;
- (e) to use reasonable endeavours to obtain Resident consent to Students participating in the care and treatment of Residents;
- (f) to make its relevant by-laws, policies, manuals, guidelines, protocols, procedures and any other relevant information readily available to Students;
- (g) to provide Students with details of any emergency procedure to be followed;
- (h) to provide an orientation for Students that is consistent with the recommendations in the Standardised Student Induction Protocol;
- (i) to provide facilities, subject to the operational requirements of the Student Placement Provider, to enable staff of the Education Provider to conduct Clinical Education discussions with their Students; and
- (j) to provide Students at no cost with protective garments for hygiene and infection control for use during the Student Placement.

8. Warranties

- (a) The Education Provider warrants that:
 - (i) prior to any Student undertaking a Student Placement, all Programs of Study administered or provided by the Education Provider have been appropriately accredited and meet relevant scope of registration requirements;
 - (ii) each Student selected to undertake a Student Placement:
 - (A) has passed all pre-requisite academic and clinical assessments relevant to the Clinical Education; and
 - (B) meets minimum language and communication competence levels required to undertake the Student Placement.
- (b) The Student Placement Provider warrants that:
 - (i) it is appropriately accredited with the relevant health regulating authority prior to the commencement of the Student Placement; and
 - (ii) it is appropriately accredited to provide the clinical services in respect of which the Student will obtain experience during the Student Placement.
- (c) Each party agrees:
 - (i) 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
 - (ii) 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.

9. Procedures regarding unacceptable Student performance

- (a) If the Student Placement Provider reasonably believes that any Student engaged in a Student 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, protocol, policy, procedure, guideline or reasonable instruction of the Student Placement Provider, the Student Placement Provider may:
 - (i) terminate the practical exercise in which that Student is participating with immediate effect; or
 - (ii) restrict or limit the Student's access to Residents, clients, stakeholders or third parties with which the Student Placement Provider has dealings; or
 - (iii) restrict or limit the tasks that the Student performs as part of the Student Placement; or
 - (iv) direct the Student to leave the premises of the Student Placement Provider and/or refuse the Student any further access to the premises of the Student Placement Provider; and
 - (v) take all reasonable steps necessary to ensure that the Student complies with an instruction given under this clause.
- (b) If the Student Placement Provider intends to give an instruction under subclause 9(a), it agrees, where practicable and safe in the circumstances, to:
 - (i) first notify the Education Provider Contact Person of its intentions and the reasons for giving the instruction; and
 - (ii) where reasonable, provide the Education Provider with a reasonable opportunity to address the Student Placement Provider's concerns.
- (c) 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.

- (d) If, after having given notice to the Education Provider in accordance with this clause, the Student 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 Student Placement Provider may request the Education Provider to remove the particular Student from the Student Placement.
- (e) If a request is made by the Student Placement Provider for the Education Provider to remove a particular Student from the Student Placement, the Education Provider must facilitate the Student's prompt removal from the Student Placement.
- (f) Nothing in this clause prevents the Student Placement Provider from raising with the Education Provider any concerns the Student 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.

10. Confidentiality and Privacy

- (a) 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:
 - (i) as is necessary for a party to perform its obligations under this Agreement; or
 - (ii) as permitted or required by law.
- (b) The Education Provider must:
 - (i) before each Student Placement commences, procure from each Student selected to undertake the Student Placement, an undertaking that is consistent with the parties' obligations under subclause 10(a) in the form set out in Schedule 2;
 - (ii) provide an executed Student undertaking to the Student Placement Provider;
 - (iii) on becoming aware of any breach or anticipated breach of any Student Undertaking referred to in subclause 10(b)(i), take such action as may be necessary, including all reasonable actions instructed by the Student Placement Provider.

11. Intellectual Property

- (a) 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 Student Placement or this Agreement and all other rights in respect of such Intellectual Property vest exclusively in the Student Placement Provider.
- (b) The Student Placement Provider acknowledges and agrees that 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.

12. Dispute resolution

- (a) 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:
 - (i) includes or is accompanied by reasonable particulars of the Dispute; and

- (ii) is given within ten (10) Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within ten (10) Business Days after a notice of Dispute is given, a representative of the Student 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.
- (c) 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, Residents or staff of the Student Placement Provider.

13. Police checks

- (a) The Education Provider must:
 - (i) ensure that each Student obtains a National Police Certificate dated within twelve (12) months before the commencement of the Student Placement;
 - (ii) require its Students to notify the Student Placement Provider Contact Person immediately if, at any time before the end of the Student Placement, a Student is under investigation, has been charged with, or found guilty of, a criminal offence (other than a minor traffic offence) whether in Australia or outside Australia; and
 - (iii) provide, at least four (4) weeks before the commencement of the Student Placement, a written statement to the Student Placement Provider confirming that the Education Provider has obtained the National Police,.
- (b) The Education Provider will, in the event that it receives criminal history or other relevant information pursuant to subclause 13(a)(i) or 13(a)(ii):
 - (i) promptly notify the Student Placement Provider in writing; and
 - (ii) notify the Student that it has informed the Student Placement Provider in accordance with subclause 13(b)(i) and advise the Student to be available to meet with the Student Placement Provider and provide any relevant documentation pursuant to subclause 13(c)(i).
- (c) The Student Placement Provider, subject to receiving the notification and information referred to in subclauses 13(b)(i) and 13(b)(ii):
 - (i) may direct its nominated employee, officer or agent to meet with the affected Student to discuss the proposed Student Placement;
 - (ii) may refuse a Student permission to commence or continue a Student Placement if, as a result of information referred to in subclause 13(b)(i) or 13(c)(i), the Student Placement Provider reasonably believes that the Student poses an unacceptable risk to the Student Placement Provider or its Residents;
 - (iii) may only use the information referred to in this clause for the purposes of deciding on the suitability of a Student for the Student Placement; and
 - (iv) is not responsible for the cost of obtaining the information referred to in subclause 13(a)(i).
- (d) If the Education Provider has not complied with any aspect of subclause 13(b)(i) or 13(b)(ii) in relation to a Student, the Student Placement Provider may refuse a Student permission to commence or continue a Student Placement.

14. Termination

- (a) This Agreement may be terminated by either party giving the other party not less than 30 days' notice in writing.

- (b) In addition to its rights in subclause 14(a), 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.
- (c) 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.

15. Deferral or cancellation of Student Placement

- (a) 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 Clinical Education by that party or otherwise make fulfilment of the Student 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 Student Placement.
- (b) The obligations under this Agreement of the party giving the notice specified in subclause 15(a) 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) as long as the disruption continues.
- (c) 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.
- (d) 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 Student Placements or Clinical Education by other means, without incurring any liability to that party.

16. Insurance

- (a) The Education Provider must effect and maintain the following insurance policies in respect of Students undertaking approved Student Placements during the Term of the Agreement.

Students on placement with Aurrum are prohibited from providing medical services and advice.

The Education provider must provide a certificate of currency and/or proof of payment of insurance premiums for the following insurances:

- (i) **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 Student Placement that results in injury, loss or damage to the Student Placement Provider;
- (ii) **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:
 - (A) claims for compensation and legal defence costs; and
 - (B) legal fees and expenses related to responding to disciplinary actions, arising from the Student undertaking the Student Placement.;
- (iii) **For EN & RN Students Only: 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:

- (A) claims for compensation and legal defence costs; and
 - (B) legal fees and expenses related to responding to disciplinary actions, arising from the Student undertaking the Student Placement.;
 - (iv) **Personal Accident Insurance/ Workers Compensation Insurance** in respect of each Student on Student Placement; and
 - (v) **Travel Insurance for Student travel** approved by the Education Provider;
 - (vi) **'Other insurances'** being those not yet identified, but may be required in the future due to a unique/specific nature and/or circumstance of the placement/activity/ies.
- (b) The Education Provider must provide to the Student Placement Provider satisfactory evidence that the Education Provider has effected and renewed the insurance policies referred to in subclause 16(a) i.e. Certificates of Currency and proof of payment of insurance premiums for all insurances.
- (c) If the Student is required to drive or travel in a vehicle belonging to the Student Placement Provider or its employees, agents or contractors, the Student 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.

17. Indemnities

- (a) The Education Provider indemnifies the Student 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 or Students whilst undertaking a Student Placement except to the extent that the Student Placement Provider, its employees or agents caused the relevant loss, damage, injury or expense.
- (b) The Education Provider's liability to indemnify the Student Placement Provider pursuant to the above clause shall be reduced proportionately to the extent that an act, error or omission of the Student Placement Provider contributed to the loss, damage, injury or expense.
- (c) The Education Provider is not liable for any negligent act or omission of the Student Placement Provider, its employees or agents, that results in injury to, or loss or damage of personal property of, a Student.
- (d) The Student 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 Student Placement Provider under this Agreement.
- (e) The Student 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.
- (f) The Student Placement Provider will indemnify the Student for any civil liability claim 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 Student Placement Provider and where there is no expectation of payment or other reward by the Student.

18. Miscellaneous

18.1 Notices

- (a) 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 Student Placement Provider Contact Person.

- (b) Either party may substitute its Contact Person with another person by notifying the other party to that effect in writing.

18.2 Governing Law

Depending on the Aurrum Care Home location the Laws of the State of NSW or VIC govern this Agreement and the parties submit to the non-exclusive jurisdiction of the relevant state NSW or VIC courts.

18.3 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.

18.4 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.

18.5 Waiver

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

18.6 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.

18.7 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.

18.8 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: | |
| <p>SIGNED by Andrea McLeod, Director People & Culture for and on behalf of Aurrum Pty Ltd, ABN 91 168 114 038]:</p> <p>By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of Aurrum Pty Ltd.</p> | |

| | |
|---|--|
| Date of Agreement: | |
| <p>SIGNED by:</p> <p>for and on behalf of:</p> <p>ABN</p> <p>By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of:</p> | |

Schedule1 – Student Placement Schedule

| | |
|---|---|
| Program(s) of Study (course name/s) for discipline | |
| Student Placement Provider | Aurum Pty Ltd ABN- 91 168 114 038 |
| Student Placement Provider Contact Person details | Name: Andrea McLeod Position: Director People & Culture Telephone: 0408 187 039 Email: andrea.mcleod@aurum.com.au After hours contact 0408 187 039 |
| Education Provider | |
| Education Provider Contact Person details | Name Position Telephone Email After hours contact |
| Applicable supervision model(s) | |
| Direct supports provided by Student Placement Provider | |

Signatures

| | |
|-----------------------------------|--|
| Student Placement Provider | |
| Date | |
| Education Provider | |
| Date | |

Schedule 2 – Student Undertaking Schedule

This Student Undertaking is completed in accordance with the Student Placement Agreement between

Education Provider: _____ and Aurrum Pty Ltd.

Name of Student: _____ Telephone: _____

Email address: _____

Emergency contact person: _____ Telephone: _____

Education Provider: _____

Student Placement Provider unit/department: _____

Range of Student Placement dates: _____ to _____

I acknowledge that [please tick]:

- I am not an employee of the Student Placement Provider for the purpose of this placement;
- I have attached to this form a copy of photo identification (e.g. copy of drivers licence);
- I have provided evidence that I am immunised in accordance with the Student Placement Provider's recommendations to my Education Provider;
- Both parties to the Student Placement Agreement can enforce this Undertaking;
- I have informed the Student Placement Provider and provided all relevant details if:
 - I have ever had any restrictions on my student registration with the relevant National Board;
 - I have ever been disciplined by a relevant professional body;
 - I have ever been imprisoned, or found guilty of a violent or sex offence;
 - I have been found guilty of a criminal offence (other than a minor traffic offence) in the past 10 years; or
 - I am currently subject to charges or under investigation for a criminal offence (other than a minor traffic offence).

In relation to the Student Placement, I undertake that [please tick]:

- I will not communicate, publish or release any confidential information of the Student Placement Provider and will keep all Resident information strictly confidential. I am aware that unlawful disclosure of Resident information is a criminal offence;
- I will comply with all policies, procedures and reasonable directions of the Student Placement Provider;
- I will behave at all times in such a way as to cause no unreasonable or unnecessary disruption to the routines or procedures of the Student Placement Provider or its Residents or staff;
- I will promptly inform the Student Placement Provider if I feel unwell or my health status changes;
- I will promptly inform the Student Placement Provider of any accident or incident that occurs; and
- I will promptly inform the Student Placement Provider and provide all relevant details if:
 - I have any restrictions on my student registration with the relevant National Board;
 - I am disciplined by a relevant professional body;
 - I am found guilty of a criminal offence (other than a minor traffic offence); or
 - I am charged or investigated for a criminal offence (other than a minor traffic offence).

Signature of student

Date

Schedule 3 – Variation to Student Placement Schedule

In accordance with clause 4 of this Agreement, as at [insert relevant anniversary of Commencement Date], the Student Placement Provider and the Education Provider agree to vary the terms of Schedule 1 – Student Placement Schedule as follows:

| | |
|---|---|
| Program(s) of Study (course name/s) for discipline | |
| Student Placement Provider | Aurrum Pty Ltd ABN- 91 168 114 038 |
| Student Placement Provider Contact Person details | Name: Andrea McLeod Position: Director People & Culture Telephone: 0408 187 039 Email: andrea.mcleod@aurrum.com.au After hours contact 0408 187 039 Name: Amelia Lewis Position: Operations Assistant Telephone: 0436 486 916 Email: amelia.lewis@aurrum.com.au |
| Education Provider | |
| Education Provider Contact Person details | |
| Applicable supervision model(s) | |
| Direct supports provided by Student Placement Provider | |

Schedule 3 (cont)

All other terms in this Agreement remain unchanged.

EXECUTED as an agreement.

| | |
|--|--|
| Date of Agreement: | |
| SIGNED by Andrea McLeod, Director People & Culture for and on behalf of Aurrum Pty Ltd, ABN 91 168 114 038]: By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of Aurrum Pty Ltd. | |

| | |
|--|--|
| Date of Agreement: | |
| SIGNED by: for and on behalf of: ABN By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of: | |