GUGC Student Guild Work Experience Agreement

This form is for students undertaking an unpaid work experience that does not require enrolment into a specific academic course as part of their Griffith University studies. Completion and approval of this form by the GUGC Student Guild will provide confirmation to your Work Experience Provider regarding insurance provisions pertaining to your work experience placement.

The purpose of this document is to set out the obligations of the organisation which has agreed to provide the work experience (“Work Experience Provider”), the work experience student (“the student”) and Griffith University Gold Coast Student Guild (“GUGC Guild”) in relation to unpaid work experience placements which are not a requirement of a student’s program of study at Griffith University (“the University”).

This form is NOT for work placements that are a requirement of a student’s program of study. If you are required to undertake a work placement as part of your program visit the Griffith University Work Integrated Learning (WIL) page: <https://www.griffith.edu.au/careers-employment/employers-and-recruiters/work-integrated-learning>

The Work Experience Placement

The primary aim of the work experience placement is to provide degree-related work experience to the student. The nature and purpose of the work experience placement is to:

* enable the student to apply theoretical and other knowledge gained from their program of study in a workplace setting;
* allow the student to gain practical experience relevant to their studies;
* provide an opportunity for the student to explore career options or make more informed decisions on their career development;
* and increase the student’s employability skills.

The work experience placement is voluntary and is not a compulsory requirement of the student’s degree program.

The parties do not intend to create an employment relationship during the course of the work experience placement.

The student will not be an employee of the Work Experience Provider for the duration of the work experience placement and must not receive remuneration or payment of similar benefit for the work experience placement.

GUGC Guild reserves the right to gather participation updates and data from the program and to share this information with partners of the program to further enhance the program.

Obligations of the Work Experience Provider

GUGC Guild requires the unpaid work experience placement period not exceed 30 days including part days. The 30 days may be completed sporadically or consecutively as long as no more than five consecutive days are completed at any one time and the full experience finishes within three months.

The Work Experience Provider will:

* provide the student with tasks and exposure to the business directly linked to the student’s field of study, at a level suitable to their study level and under the supervision of a suitably qualified and responsible person;
* not require the student to function as an employee of the Work Experience Provider;
* provide an induction process for the student including workplace health and safety and appropriate on the job training and supervision;
* ensure no employment relationship exists and comply with all relevant laws and current Fair Work Ombudsman’s guidelines on unpaid work experience (if applicable): <http://fairwork.gov.au/pay/unpaid-work>.

Workplace Health and Safety

The Work Experience Provider will ensure that the workplace, and any facilities and equipment used by the student during the work experience placement, comply with current general and industry specific workplace health and safety legislation prior to the student using the workplace, facilities and equipment.

The Work Experience Provider must have:

* a system for risk management that includes identification of hazards, assessment and control of risks, a system for reporting, recording and investigation of accidents/incidents and risk management procedures and training for staff;
* documented safe work procedures (e.g. Standard Operating Procedures). For small businesses of fewer than 5 employees, informal evidence of safe work procedures is acceptable;
* staff who are trained in first aid, personal protective clothing and safety equipment for the student as and where required within their relevant industry standards.

If the student reports an incident or dangerous situation or if there is a safety breach by the Work Experience Provider related to the placement, the Work Experience Provider must give written notice of such to the GUGC Guild, and if requested by the GUGC Guild, provide a copy of any report, recording or investigation into the incident, situation or breach.

The Work Experience Provider will comply with current anti-discrimination legislation, including without limitation, bullying, harassment, racial, gender and any other form of discrimination.

Griffith University Gold Coast Student Guild’s Responsibilities

GUGC Guild does not make any representations about the student's suitability or ability to undertake the work experience placement.

The Work Experience Provider will be responsible for deciding on the student’s suitability prior to offering them a work experience placement.

Insurance:

* The University’s General and Products Liability Insurance Policy (generally referred to as “public liability insurance”) covers all students of the University in situations where students are undertaking unpaid activities required by the University as part of their program of study, or approved by GUGC Guild as a formal student activity which benefits a student’s in their study.
* Students are indemnified by the University’s insurance policy for any personal injury or property damage (excluding motor vehicles) suffered by a third party which is caused by the student in the course of an approved unpaid work experience activity, and for which the student would be legally liable.
* The University’s General and Products Liability Insurance Policy applies irrespective of whether the activities are conducted on a University site or elsewhere, provided the activities are officially sanctioned by GUGC Guild.
* The University’s Personal Accident Policy extends to all students of the University where the students are undertaking approved unpaid Work Experience / WIL Activity.
* Any incident that requires attention of the University’s insurers, should be notified directly to The Manager, Insurance and Risk Management, Office of Finance by phone: (07) 3735 7971; or email: pfsinsurance@ griffith.edu.au

Student’s Obligations

While on work experience placement, students must:

* acknowledge that they have voluntarily and willingly entered into the unpaid work experience placement agreement in good faith;
* maintain a professional approach to the work experience placement and carry out the tasks assigned to them by the supervisors appointed by the Work Experience Provider;
* exhibit general good behaviour at all times while on work experience placement and adhere at all times to any applicable codes of conduct and the University’s Student Charter: [https://intranet.secure.griffith.edu.au/university-administration/academic-services/learning-teaching/student-charter];
* participate in the induction provided by the Work Experience Provider and comply with all rules, directions, codes of conduct, policies and procedures (including those relating to security or workplace health and safety) that are in effect at the workplace, or which are communicated to the student by the supervisor appointed by the Work Experience Provider or other staff of the Work Experience Provider from time to time;
* report any serious incidents in the workplace or other concerns which arise in connection with their work experience placement to GUGC Guild. GUGC Guild will contact the Work Experience Provider at an appropriate time to report any such concerns;
* comply with Australian federal, state and local laws;
* familiarise themselves with the Fair Work Guidelines for unpaid work: https://www.fairwork.gov.au/how-we-will-help/templates-and-guides/fact-sheets/unpaid-work/unpaid-work; and
* be aware of intellectual property rights and seek independent advice before assigning any intellectual property to the Work Experience Provider.

Issues Arising During the Work Experience Placement

Should any impediment, problems or concerns arise at any stage during the work experience placement, the party with the concern must notify the other parties without delay and attempt in good faith to mutually resolve any problems.

The Work Experience Provider may restrict the student’s access to the workplace or ask the student to leave the workplace if the Work Experience Provider receives information about the conduct, health or performance of the student, from which it forms the view that there are reasonable grounds that:

* any person including the student, the Work Experience Provider's staff, or a member of the public may be at risk; or
* the actions of the student are of such seriousness as to present a risk to the reputation of the Work Experience Provider.

The Work Experience Provider must immediately notify the GUGC Guild if a decision is made to restrict the student’s access to, or exclude the student from, the workplace. This action does not represent termination of the placement.

The Work Experience Provider may terminate a work experience placement if it considers on reasonable grounds that the student’s conduct during the placement is inappropriate. However, the GUGC Guild asks that you notify it in writing that you have done so and provide details of the reasons for doing so.

The student should use their best endeavours to complete the placement but is free to withdraw from the unpaid placement at any time.

Intellectual Property

The Work Experience Provider guarantees that any intellectual property created by the student during a placement remains the property of the student.

The student hereby grants to the Work Experience Provider a permanent, irrevocable, free, world-wide, non-exclusive licence to use any such intellectual property for the purposes for which it was created and for other business purposes.

Confidential Information

A party will not, except as expressly authorised in writing by the other party or as required by law, disclose to any third party any confidential information provided by the other party in the course of the placement.

The Work Experience Provider acknowledges that it is solely responsible for ensuring that the student is fully aware of its rules and requirements relating to confidential information.

Limitation on Liability

In no event will the University or GUGC Guild be liable for any consequential losses (such as loss of profits, business revenue, goodwill, reputation or loss of actual or anticipated savings or opportunities) suffered or incurred by the Work Experience Provider, its staff or any other person in connection with the placement.