West Coast Institute of Training
Terms and Conditions
of Agreement
For Practical Placement of Students into Live Work Practicum

Current as at 17 May 2014
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Part A - Definitions and Interpretation

1 Definitions and Interpretation

1.1 Definitions Generally

In this document:

**Agreement** - means the agreement between West Coast Institute of Training and the Service Provider.

**Agreement Document** – means the signed Agreement Document including attachments or appendices or schedules attached to it and these General Terms and Conditions.

**Agreement Term** - means the period between the Commencement Date and the Expiry Date specified in an Agreement Document.

**AQF** - means the Australian Quality framework

**AQTF** – means the Australian Quality Training Framework

**Business Day** – means a day which is not a Saturday, Sunday, public or bank holiday in either Australia or the country in which the Services are to be delivered.

**Commencement Date** – means the date on which the signatures of all parties are affixed to the Agreement Document.

**Conflict of Interest** – is defined as ‘A conflict of interest occurs where there is a conflict between the performance of official duties by an employee or an employing entity and the private or personal interests of the employee or employing entity. Conflicts of interest may be actual or be perceived to exist or potentially exist now or at some time in the future.’ Consideration of the perception of a conflict of interest is important to ensure public confidence in the integrity of the process and of the organisations is maintained.

**Expiry Date** – means the date specified in Paragraph 2.1 of the Agreement Document.

**Force Majeure** – in respect of obligations other than the obligation to pay money means an extraordinary event or circumstance beyond the control of either one or both of the Parties that could not be evaded through the exercise of due care, such as but not limited to war, strike, riot, crime, or an event described by the legal term 'Act of God' (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the Agreement.

**Intellectual Property** – means all other intellectual property rights conferred by Law (whether registered or unregistered) including:

a) business names;

b) trade or service marks;

c) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how, production methodologies, logos, designs, design rights, copyright or similar industrial or intellectual property rights;

d) Moral Rights;
e) all proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967); and

any improvements, developments, modifications or inventions in relation to such Intellectual Property.

**Party** - means WCIT or the Service Provider and **Parties** means both of them.

**Practical Placement** – means placement of a Student in a facility owned or operated by the Service Provider for the purpose of completing the practical component of an accredited Qualification.

**Qualification** – means a course of study accredited by the Training Accreditation Council of Western Australia.

**Service Provider** - means the entity providing the facility for the Practical Placement of Students.

**Student & Students** - refers to a person or persons enrolled in a Qualification at WCIT.

**Termination** - means the termination of the Agreement by either of 1) attaining the Expiry Date or 2) early termination whichever occurs first.

**WCI General Terms and Conditions – Student Placement** - means Part A and Part B and one of the Parts C to H inclusive of this document as specified in the Agreement Document.

**West Coast Institute** - is a trading name of West Coast Institute of Training.

**WCIT** - refers to West Coast Institute of Training.

### 1.2 Interpretation

In this document and in the Agreement Document unless the context requires otherwise:

a) the singular includes the plural and vice versa;

b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

c) a reference to a gender includes other genders;

d) a reference to a clause, schedule, attachment or appendix is a reference to a clause, schedule, attachment or appendix to the Agreement Document;

e) all the provisions in any schedule, attachment or appendix to the Agreement Document are incorporated in, and form part of, the Agreement and bind WCIT and the Service Provider;

f) headings in both this document and the Agreement Document are included for convenience and do not affect the interpretation of the Agreement;

g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;

h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Agreement Document or any part of it;

i) if a word or phrase is defined, other grammatical forms of that word or
phrase have a corresponding meaning;

j) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;

k) a reference to a month is to a calendar month and a reference to a year is to a calendar year;

l) a reference to a day is a reference to a Business Day excluding Saturdays, Sundays public holidays and any other day WCIT is not open for normal business;

m) if a date stipulated for doing an act is not a Business Day, the act must be done on the next Business Day;

n) unless otherwise stipulated a reference to time means the time observed at Perth, Western Australia;

o) unless otherwise stipulated a reference to a monetary amount means that amount in Australian currency.
Part B – General Terms and Conditions

2 Conditions

2.1 Scope

a) These Terms and Conditions – Student Placement apply to the following Qualifications:

(i) Certificate III in Aged Care
(ii) Certificate III in Allied Health Assistance
(iii) Certificate IV Allied Health Assistance
(iv) Certificate III Health Service Assistance
(v) Diploma of Children’s Services (Early Childhood Education)
(vi) Diploma of Children’s Services (Outside School Hours Care)
(vii) Advanced Diploma of Children’s Services
(viii) Certificate III in Children’s Services
(ix) Certificate IV in Children’s Services (Outside School Hours Care)
(x) Cert III in Early Childhood Education and Care
(xi) Diploma of Early Childhood Education and Care
(xii) Certificate III in Community Services Work
(xiii) Certificate IV in Community Services Work
(xiv) Certificate IV in Youth Work
(xv) Certificate IV in Mental Health
(xvi) Diploma of Community Services Work
(xvii) Diploma of Education Support
(xviii) Certificate IV in Education Support
(xix) Certificate III in Education Support
(xx) Diploma of Enrolled Nursing.

b) These General Terms and Conditions – Student Placement apply to agreements with Service Providers for Practical Placement of Students in a live work environment for the delivery of the practical component of accredited training Qualifications.

c) The purpose of this Agreement is to:

(i) recognise the responsibility of each Party to contribute to the broad strategies of providing a quality assured learning and assessment environment;

(ii) provide facilities and resources essential for delivery of the practical component of a Qualification while maintaining proper standards of care for the Service Provider’s clients;

(iii) define the responsibilities of WCIT, the Service Provider and the Student.
2.2 Order of Precedence

a) Should an inconsistency between these General Terms and Conditions – Student Placement and the signed Agreement Document be identified then the order of precedence shall be:
   (i) the signed Agreement Document to the extent of the inconsistency; then
   (ii) these General Terms and Conditions – Student Placement.

2.3 Entire Agreement

These General Terms and Conditions – Student Placement and the signed Agreement Document form the entire agreement between WCIT and the Service Provider. Terms and conditions stated by the Service Provider shall not be binding on WCIT unless WCIT expressly accepts the alternative terms and conditions in writing and then only to the extent stated by WCIT.

2.4 Agreement Term

a) The Agreement comes into effect immediately it is signed by both parties and shall have effect until the Expiry Date.

b) Either Party may initiate discussion relative to an extension of the Agreement six (6) months prior to the Expiry Date.

2.5 Identity of West Coast Institute of Training

References to West Coast Institute of Training shall in the event West Coast Institute of Training as a Registered Training Organisation is reconstituted, renamed or replaced or its registration as a Registered Training Organisation is transferred to any other body, institute, association or authority be deemed to refer to the body, institute, association or authority established or constituted in place thereof or nearly as may be succeeds the functions of West Coast Institute of Training provided West Coast Institute of Training’s registration as a Registered Training Organisation is not terminated by the reconstitution, renaming, replacement or transfer.

2.6 Basis of Operation

a) The parties acknowledge that:
   (i) it is not possible for all conditions, circumstances, contingencies to be put in writing in advance;
   (ii) each party enters into this Agreement as an independent contractor.

b) WCIT and the Service Provider shall nominate persons with responsibility and authority to ensure effective communication and compliance with the requirements of the Agreement.

c) The number of Students in designated practice areas and times of attendance by Students shall be mutually agreed between WCIT and the Service Provider having regard to the effective and efficient operation of WCIT’s teaching program and the provision of services to the Service Provider’s clients.

d) Access by WCIT staff and Students will be limited to the designated practice areas, unless otherwise agreed between and WCIT and the Service Provider, and only as a part of their course work as determined by WCIT.
e) To ensure as broad a spectrum of clients as possible, WCIT and the Service Provider will mutually agree on the Student/client ratio and the selection of clients.

f) WCIT will, four (4) weeks prior to commencement of each semester, provide the Service Provider with details of Student allocation requirements for the semester. WCIT staff shall provide the Service Provider with the names of Students considered for practical placement.

g) It is the responsibility of the Service Provider to inform WCIT of any specific policies relative to communicable diseases that are likely to effect the placement of Students or attendance by WCIT staff.

h) The Service Provider will where possible and necessary make available to WCIT copies of the relevant policies, regulations, rules, procedure manuals, equipment instruction manuals, directions for the use of equipment etc for distribution to WCIT staff and Students. It is the responsibility of Students to have read and understand relevant documents prior to placement at the Service Provider’s facility.

i) Emergency care for WCIT staff and Students in case of accident or sudden illness will be provided by the Service Provider under the same conditions as if the Student was an employee or official visiting personnel of the Service Provider.

j) The Service Provider shall, where possible, make available to WCIT conference rooms or similar areas for the purposes of discussion with or interview of Students or the Service Provider’s staff specific to Student placements and progress of the Practical Placement.

k) The Service Provider shall, as appropriate and necessary, obtain approval from its clients prior to being placed in the care of WCIT staff and Students.

l) While on the Service Provider’s premises for official clinical/professional practice, WCIT staff and Students shall remain at all times the responsibility of WCIT.

2.7 Notices

Written notice shall be by:

a) official pre-paid mail and shall be deemed to have been received by the addressee three (3) days after receipt by the official postal service; or

b) e-mail to the address of the nominated representative provided the sender receives from the recipient’s mail server an automated notification the e-mail has been delivered to the recipient’s mail box. It is not necessary for the sender to receive notification the receiver has actually read the e-mail message.

2.8 Applicable Law

The Agreement is governed in accordance with the laws of the State of Western Australia. WCIT and the Service Provider irrevocably submit to the jurisdiction of the courts of Western Australia including any courts having appellate jurisdiction over them.

2.9 Waivers

a) If a Party does not exercise or delays in exercising any of its rights under the Agreement that failure or delay does not operate as a waiver of
those rights.

b) A waiver by a Party of a right does not prevent the further exercise of that right.

c) A Waiver of any provision of, or right under, the Agreement:
   (i) shall be in writing signed by the Party entitled to the benefit of that provision or right; and
   (ii) is effective only to the extent set out in the written waiver.

d) For the purpose of this Clause ‘rights’ means rights, powers or remedies provided by the Agreement or at law.

2.10 Dispute Resolution

a) The Parties agree that should matters of general concern or differences arise from the operation of the Agreement the nominated representatives of each Party shall work co-operatively towards a solution.

   (i) The nominated representatives shall make contact within five (5) days to discuss the matter.

   (ii) Should the nominated representatives not reach settlement within ten (10) days the matter shall be referred to the most senior officer of each Party within two (2) working days.

   (iii) The most senior officers of each Party shall make contact within five (5) days to discuss the matter.

   (iv) In the event the most senior officers of each Party cannot reach a settlement within ten (10) days of the first contact, each Party may take whatever action it deems appropriate.

b) Should a dispute be submitted to mediation and not withstanding any determination by mediation each Party shall pay its own costs relative to mediation.

2.11 Termination

a) If:

   (i) a Party breaches a provision of the Agreement which breach cannot be remedied; or

   (ii) a Party breaches a provision of the Agreement (where such breach is capable of remedy) and then fails to remedy that breach within a reasonable time (having regard to the nature & seriousness of the breach, & its ease of remediation) after having received a written notice from the other Party specifying the breach and calling upon the first mentioned Party to remedy the breach; or

   (iii) a Party consistently breaches provisions of the Agreement irrespective of whether it is the same provisions being breached on each occasion,

   then the Party not in breach may terminate the Agreement by giving twenty (20) days written notice to that effect to the breaching Party.

b) A termination of the Agreement shall not affect any right a Party has or may have against the other arising from the operation of the Agreement or any prior breach or other default.

c) While a Party is in breach of the Agreement, the other Party may
suspend the performance of its obligations until the Party in breach resolves the breach. Such a decision shall take into account the effect of suspension on the Students.

d) Either Party may terminate the Agreement without cause by providing the other Party sixty (60) days written notice. Termination under this paragraph 2.11 d) will take effect subsequent to conclusion of any Practical Placements current at the time of notification.

e) Should control or ownership of the Service Provider be sold or transferred during the life of the Agreement, WCIT reserves the right to terminate the Agreement.

2.12 Force Majeure

a) In the event of Force Majeure occurring in Australia for a period exceeding twenty (20) days either Party may at its discretion, and after consideration of the effect on enrolled Students, choose to:

   (i) suspend carrying out its obligations under the Agreement; or

   (ii) terminate the Agreement.

b) If the Agreement is suspended under paragraph 2.12 a) (i), then neither Party shall be obliged to carry out its obligations and liabilities under the Agreement until such time as the Parties agree to resume service provision.

c) Should either Party choose to terminate the Agreement under paragraph 2.12 a) (ii), then each Party shall be released from its obligations and liabilities under the Agreement except for:

   (i) those which are outstanding at the time of termination; and

   (ii) those obligations listed at Clause 2.31 Survival of Clauses.

2.13 Insurances

a) WCIT has procured and maintains the following insurances with the WA State Government Treasury Managed Fund (RiskCover):

   (i) General Liability.

   General Liability insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one occurrence and unlimited as to the number of occurrences happening during any one period of insurance;

   (ii) Professional Indemnity

   Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA);

   (iii) Workers Compensation

   Workers’ Compensation insurance in accordance with the provisions of the Workers’ Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than $50,000,000 (Fifty Million Australian Dollars) any one event covering their workers;

b) The insurances (except for professional indemnity insurance) listed
under paragraph 2.13 a) shall be maintained during the Term and continuance of the Agreement.

c) The professional indemnity insurance listed under paragraph 2.13 a) shall be maintained during the Term and continuance of the Agreement and for at least 6 (six) years after the Termination of the Agreement Term.

d) The Service Provider shall procure and maintain the following insurances with its self-insurer with a financial security rating of ‘A-‘ or better by Standard & Poors or the equivalent rating with another recognised rating agency OR an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia:

(i) General Liability

General Liability insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one occurrence and unlimited as to the number of occurrences happening during any one period of insurance;

(ii) Workers Compensation

Workers’ Compensation insurance in accordance with the provisions of the Workers’ Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than $50,000,000 (Fifty Million Australian Dollars) any one event covering their workers.

(iii) Other insurances as listed in one of the Parts C to H of these Terms and Conditions – Student Placement as specified in the Agreement Document.

e) The insurances required under paragraph 2.13 d) shall be maintained during the Term and continuance of the Agreement.

f) Either Party shall on request provide the requesting Party copies of Certificates of Currency for each insurance policy required under this Clause 2.13 Insurances.

g) Neither Party shall do or allow to be done anything that may render the insurance void, voidable or otherwise liable to cancellation.

h) In the event the Service Provider does not comply with paragraphs 2.13 d) and 2.13 e) then without limiting any other remedy available to WCIT, WCIT may suspend all obligations under the Agreement until the Service Provider has complied.

2.14 Indemnity

a) Each Party (“the Indemnitor”) indemnifies and will keep indemnified the other Party and its respective officers, employees (“the Indemnitee”) from and against all liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Indemnitee or be incurred or become payable by the Indemnitor in respect of any negligent act or omission on the part of the Indemnitor pursuant to the Agreement.

b) The indemnity given by any one Indemnitor pursuant to paragraph 2.14 a) will be reduced proportionately to the extent that any liabilities, actions, suits, proceedings, claims, demands, costs or expenses result from any negligent act or omission by the Indemnitee.
c) The Parties agree that the rights, duties obligations and liabilities of the Parties under the Agreement shall in every case be several and not joint nor joint and several.

d) The indemnity is a continuing obligation and remains in force and effect notwithstanding the Termination of the Agreement irrespective of how it is terminated or who terminated it.

2.15 Occupational Safety and Health

a) All work carried out under the Agreement shall comply with all relevant occupational health and safety and welfare legislation, regulations, by-laws and other rules, instructions and directions issued by an applicable authority.

b) Both Parties shall do everything reasonably necessary to protect the personnel and property on their respective premises.

c) Personnel of both Parties shall comply with all reasonable directions and procedures relating to occupational safety and health and welfare issued by the owner or occupier or other authorised person in connection with the premises on which training relative to the Agreement is being delivered.

d) A breach of this Clause 2.15 is considered to be a repudiation of the Agreement.

2.16 Qualification Content/Student Assessment

The administration and development of Qualification content, clinical/practical programs, format of Student assessment and all related matters will be the responsibility of WCIT. Assessment of Students is the responsibility of WCIT unless otherwise agreed with the Service Provider.

2.17 Supernumerary Status of Students

Students on Practical Placement will be supernumerary to the staff of the Service Provider.

2.18 Client Care

a) Students shall, at all times provide client care and care services to the level of their current knowledge and competence and in accordance with the policies and procedures as advised from time to time by the Service Provider.

b) For each Student to be placed, WCIT shall provide the Service Provider details of:

(i) aspects for which the Student has achieved competencies sufficient for the provision of client care commensurate to their academic achievement;

(ii) specific aspects for which the Student has not yet achieved competencies sufficient for the provision of client care and which, in the opinion of WCIT, the Student should not be involved;

(iii) all other information considered relevant to the those aspects of client care which WCIT considers the Service Provider should be made aware;

(iv) other information as agreed between WCIT and the Service Provider.
c) Because the Service Provider is responsible to and for all clients, the Service Provider has absolute discretionary powers concerning the needs and care of clients and the allocation of clients to Students.

d) WCIT staff and Students shall maintain confidentiality of the Service Provider's client information including but not limited to personal information and medical records. WCIT staff and Students shall at all times comply with the Service Provider’s standing orders in relation to client confidentiality. The Service Provider may request that WCIT staff and Students complete ‘Declaration of Confidentiality’ to the Service Provider’s satisfaction.

2.19 Uniforms

a) Subject to agreement with the Service Provider, WCIT will be responsible for the selection of uniforms where these are required for WCIT’s staff and Students.

b) The Service Provider will not be responsible for the supply or laundering of uniforms.

c) Where uniforms are not required, the dress standards as advised by the Service Provider shall apply.

2.20 Student Supervision

a) Unless otherwise agreed with WCIT the Service Provider shall provide supervisors holding current relevant qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of the teaching supervisors.

b) Where WCIT provides teaching supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.

2.21 Discipline of Students

a) Notwithstanding Clause 2.20 Student Supervision Students shall at all times be under the general direction of WCIT staff, unless otherwise agreed between WCIT and the Service Provider.

b) Students shall observe appropriate by-laws and rules of the Service Provider.

c) Students are expected to be familiar with and to conform to safety procedures as implemented by the Service Provider.

d) All matters of Student discipline shall be referred to WCIT and will be dealt with by WCIT according to WCIT’s Student Code of Conduct.

e) While undertaking practical experience, Students shall at all times abide by the relevant WCIT policies and procedures pertaining to academic and Practical Placement programs.

2.22 Research Projects

WCIT shall ensure that Students do not undertake any research project or survey which involves the Service Provider, its officers, employees, agents or clients without the prior written approval of the Service Provider.

2.23 Orientation

a) The Service Provider shall arrange appropriate orientation of WCIT staff
b) Orientation shall include instruction of WCIT staff and Students with respect to security, emergency and safety policies and procedures. WCIT staff and Students are responsible for familiarising themselves with the procedures as issued by the Service Provider.

2.24 **Police Clearance**

a) WCIT confirms that all staff employed by WCIT have provided WCIT with current national police clearance certificates as a condition of employment.

b) WCIT confirms that all Students enrolled in the Qualification have provided WCIT with current national police clearance certificates as a condition of enrolment.

2.25 **Identification**

a) WCIT staff and Students shall wear personal identification at all times whilst attending the Service Provider's site/s.

b) Personal identification shall be provided by WCIT or as otherwise agreed with the Service Provider.

2.26 **Vehicle Parking**

Vehicle parking for Students while attending the Service Provider’s facility will be agreed between WCIT and the Service Provider. It is generally expected that subject to availability Students will be provided vehicle parking on the same basis as the Service Provider’s staff. WCIT recognises staff of the Service Provider shall have first access to parking.

2.27 **Catering**

Meals and refreshments generally to staff provided by the Service Provider shall be available to Students during placement at the Service Provider’s facility on the same terms and conditions as available to the Service Provider’s staff.

2.28 **No Solicitation**

The Parties agree they will not solicit the Specified Personnel of the other Party for the purposes of employment or engagement during the Term of the Agreement and for twelve (12) months following expiry of the Term.

2.29 **Variations to the Agreement**

Variations to the Agreement may be initiated by either party. Variations shall not take effect until mutually agreed in writing by both parties. The notice proposing a variation shall be issued twenty (20) days prior to the proposed effective date of the variation.

2.30 **National Greenhouse GAS Reporting**

a) For the duration of the Agreement each Party is responsible for the measurement, reporting and the cost of addressing legislated responsibilities for carbon emissions within their separate operational control of facilities and processes and for payment of any taxes, levies, fines, fees or charges levied under applicable carbon emissions legislation.
b) Each Party recognises that, to facilitate reporting responsibilities under carbon emissions legislation, there may be a need to provide the other with carbon emissions related data such as but not limited to energy and/or fuel consumption data related to the performance of the Agreement. Such information will be provided free of charge.

2.31 Survival of Clauses

a) These Sections and paragraphs survive the Termination of the Agreement:

   (i) Clause 2.13 Insurances and as added to or amended in Parts C to H inclusive.

   (ii) Clause 2.14 Indemnity

   (iii) Clause 2.18 d) Client Confidentiality

   (iv) Clause 2.30 National Greenhouse GAS Reporting survives Termination until the end of the ‘National Greenhouse Emissions and Reporting’ reporting period current at the time of Termination of the Agreement.
Part C – Aged Care Student Placement Agreements

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in the Certificate III in Aged Care.

1. Insurance

In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:

a) Professional Indemnity (Medical Malpractice)

Professional Indemnity (Medical Malpractice) insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA).

The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.

2. Student Supervision

Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide clinical instructors and/or supervisors holding current relevant qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of clinical instructors and/or supervisors.

b) Where WCIT provides clinical instructors and/or supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.

Part D – Allied Health Student Placement Agreement

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in

(i) Certificate III in Allied Health Assistance

(ii) Certificate IV Allied Health Assistance

(iii) Certificate III Health Service Assistance

1. Insurance

In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:

a) Professional Indemnity (Medical Malpractice)

Professional Indemnity (Medical Malpractice) insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA).

The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.
2. **Student Supervision**

Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide clinical instructors and/or supervisors holding current relevant qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of clinical instructors and/or supervisors.

b) Where WCIT provides clinical instructors and/or supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.

**Part E – Child Support Student Placement Agreement**

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in:

(i) Diploma of Children’s Services (Early Childhood Education)
(ii) Diploma of Children’s Services (Outside School Hours Care)
(iii) Advanced Diploma of Children’s Services
(iv) Certificate III in Children’s Services
(v) Certificate IV in Children’s Services (Outside School Hours Care)

1. **Client Care**

Replace Clause 2.18 of Part B with:

a) Students shall at all times carry out duties to the level of their current knowledge and competence and in accordance with the policies and procedures as advised from time to time by the Service Provider.

b) For each Student to be placed, WCIT shall provide the Service Provider details of:

   (i) aspects for which the Student has achieved competencies sufficient for them to carry out duties commensurate to their academic achievement;
   
   (ii) specific aspects for which the Student has not yet achieved competencies and which, in the opinion of WCIT, the Student should not be involved in;
   
   (iii) all other information considered relevant to the industry placement which WCIT considers the Service Provider should be aware;
   
   (iv) other information as agreed between WCIT and the Service Provider.

c) WCIT staff and Students shall maintain confidentiality of client information including but not limited to personal information and client records. WCIT staff and Students shall at all times comply with the Service Provider’s standing orders in relation to client confidentiality. The Service Provider may request that WCIT staff and Students complete ‘Declaration of Confidentiality’ to the Service Provider’s satisfaction.

2. **Insurance**

In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:
Professional Indemnity (Medical Malpractice)

Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA).

The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.

3. **Student Supervision**

Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide supervisors holding current relevant qualifications and/or licenses to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications and/or licenses held by supervisors.

b) Where WCIT provides supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.

**Part F – Community Services Student Placement Agreement**

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in:

1. **Certificate III in Community Services Work**

2. **Certificate IV in Community Services Work**

3. **Certificate IV in Youth Work**

4. **Certificate IV in Mental Health**

5. **Diploma of Community Services Work**

1. **Insurance**

In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:

a) Professional Indemnity (Medical Malpractice)

Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA).

The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.

2. **Student Supervision**

Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide instructors and/or supervisors holding current relevant qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of instructors and/or supervisors.

b) Where WCIT provides instructors and/or supervisors WCIT shall on
request provide the Service Provider copies of the qualifications of attending WCIT staff.

Part G – Education Support Student Placement Agreement

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in:

(i) Diploma of Education Support
(ii) Certificate IV in Education Support
(iii) Certificate III in Education Support.

1. Client Care

Replace Clause 2.18 of Part B with:

a) Students shall, at all times teach classes to the level of their current knowledge and competence and in accordance with the policies and procedures as advised from time to time by the Service Provider.

b) For each Student to be placed, WCIT shall provide the Service Provider details of:

(i) aspects for which the Student has achieved competencies sufficient for the teaching of classes commensurate to their academic achievement;

(ii) aspects for which the Student has not yet achieved competencies sufficient for teaching classes and which, in the opinion of WCIT, the Student should not be involved in;

(iii) all other information considered relevant to the teaching of classes which WCIT considers the Service Provider should be aware;

(iv) other information as agreed between WCIT and the Service Provider.

c) WCIT staff and Students shall maintain confidentiality of client information including but not limited to personal information and Student records. WCIT staff and Students shall at all times comply with the Service Provider’s standing orders in relation to client confidentiality. The Service Provider may request that WCIT staff and Students complete ‘Declaration of Confidentiality’ to the Service Provider’s satisfaction.

2. Insurances

In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:

a) Professional Indemnity

Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA).

The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.

3. Student Supervision
Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide teaching supervisors holding current relevant teaching qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of the teaching supervisors.

b) Where WCIT provides teaching supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.

**Part H – Enrolled Nursing Student Placement Agreement**

The following modified or additional clauses apply to the clinical Practical Placement of Students enrolled at WCIT in the Diploma of Enrolled Nursing.

1. **Insurances**

   In addition to the provisions of 2.13 d) of Part B the Service Provider shall procure and maintain:

   a) Professional Indemnity (Medical Malpractice)

   Professional Indemnity insurance for an amount of not less than $10,000,000 (Ten Million Australian Dollars) for any one claim and in the annual aggregate. The policy shall be extended to include claims made under the Competition and Consumer Act 2010 (CTH) or the Fair Trading Act 2010 (WA);

   The Professional Indemnity insurance shall be maintained for the Term and continuance of the Agreement and for at least six (6) years after Termination or Expiry Date.

2. **Student Supervision**

Replace Clause 2.20 of Part B with:

a) Unless otherwise agreed with WCIT the Service Provider shall provide clinical instructors and/or supervisors holding current relevant qualifications to supervise Students. The Service Provider shall on request provide WCIT copies of the qualifications of clinical instructors and/or supervisors.

b) Where WCIT provides clinical instructors and/or supervisors WCIT shall on request provide the Service Provider copies of the qualifications of attending WCIT staff.
## Version Control

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