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The purpose of this document is to outline the responsibilities of both JCU and the Host in relation to the Placement of Students during a practical component of their studies at JCU.

**Reference Schedule ]**

Item 1	Host name and ABN (Cl.1.1)	
Item 2	Commencement Date (Cl.1.1)	
Item 3	Term (Cl.2)	
Item 4	Liaison Officers (Cl.1.1)	

**Host**

Name:

Address:

Position:

Telephone:

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Item 7            The learning assessment tools

In addition to this student placement agreement, upon completion of the practicum the student will be required to submit nine documents as part of their assessment. These documents which are located in the ED5310 Practicum Workbook are:

- Placement Logbook [Doc. 5] - The logbook, signed monthly by the supervisor/guidance officer, is evidence of the hours accumulated under associated, direct and supervision.
- Placement Report [Doc. 6] - To be completed by supervisor/guidance officer. Report consists of two parts. A required Professional Practice section

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## 7. Privacy

- 7.1** This clause 7 applies only where the Host receives or deals with Personal Information of a Student and/or any JCU staff member when, and for the purposes of, this Agreement and/or performing its obligations under this Agreement.
- 7.2** Unless authorised by statute or other law and when dealing with the Personal Information, the Host must:
- (a) comply with parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) as if it were JCU;
  - (b) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
  - (c) not use the Personal Information other than for the purposes directly related to this Agreement;
  - (d) not disclose the Personal Information without the prior written consent of JCU;
  - (e) not transfer any of the Personal Information outside of Australia without the prior written consent of JCU;
  - (f) ensure that any officer, employee, agent or contractor of the Host who is required to deal with the Personal Information for the purposes of this Agreement is made aware of, and complies with, the obligations of the Host under this clause 7;
  - (g) immediately notify JCU if the Host becomes aware of any unlawful use or disclosure of the Personal Information in their possession or control; and
  - (h) ensure that any record, document or file containing the Personal Information provided to the Host by JCU or any other person pursuant to this Agreement is, at the expiration or earlier termination of this Agreement, either returned to JCU or deleted or destroyed. If requested by JCU, the Host will provide JCU with a statement signed by the Host, certifying that the Host has complied with this clause 7.2(h).
- 7.3** The Host must immediately notify a Student and/or the JCU staff member (as applicable) and JCU if the Host becomes aware of:
- (a) any unlawful use or disclosure of Personal Information of the Student and/or any JCU staff member; or
  - (b) a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7; by the Host or any agent or contractor.
- 7.4** The provisions of this clause 7 will survive the termination or expiration of this Agreement.

## 8. Indemnity

- 8.1** The Host will indemnify JCU, its officers, employees and agents (collectively referred to as **“the Indemnified”**) against all actions, losses, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made sustained, brought or prosecuted against the Indemnified in any manner which may arise in connection with:
- (a) any act or omission of the Host (or of any person for whose acts and omissions the Host is responsible) in the performance of any obligations under this Agreement; or
  - (b) a breach of this Agreement by the Host.
- 8.2** The indemnity given pursuant to clause 8.1 will be reduced proportionately to the extent of contribution by JCU or any of its staff or a Student to any such loss, damages, or expenses.
- 8.3** JCU will indemnify the Host, its officers, employees and agents (collectively referred to as **“the Indemnified”**) against all actions, losses, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made sustained, brought or prosecuted against the Indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with:

- (a) any negligent act or omission of a Student or a JCU staff member whilst participating in a Placement; or
- (b) a breach of this Agreement by JCU.

**8.4** The indemnity given pursuant to clause 8.3 will be reduced proportionately to the extent of contribution by the Host (or of any person for whose acts and omissions the Host is responsible) to any such loss, damages, or expenses.

**8.5** The indemnities in this clause 8 survive the expiration or earlier termination of this Agreement.

## 9. Work Health and Safety

**9.1** The Host assumes management or control of the Premises.

**9.2** The Host will ensure, so far as is reasonably practicable, that any place at which

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about the Student's safety and/or wellbeing while undertaking Placement.

- 9.7 The Host will notify JCU if, during the term of this Agreement, there is any change within the Premises or the Host more generally which may affect the health and safety of Students undertaking Placement.

**10. Insurance**

- 10.1 During the term of this Agreement, JCU and the Host will maintain the following insurance coverage with a reputable insurer:
  - (a) public liability insurance for an amount of not less than \$10,000,000.00 per occurrence; and
  - (b) professional indemnity insurance for an amount of not less than \$10,000,000.00.
- 10.2 The Host will on request, provide JCU with certificates of currency for the insurance policies referred to in clause 10.1.

**11. Intellectual Property Rights**

- 11.1 Subject to any other agreement and this clause 11, each Student will own the Intellectual Property in any Placement Material created by the Student as part of their assessment or reporting obligations for the Placement.

- 11.2 The Parties acknowledge that the Host will negotiate directly with the Students (if necessary) regarding ownership of the Intellectual Property created by the Student, a non-

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