

Student Placement/Project Agreement Summary

1. Parties:

University (UoW)	University of Waikato, a tertiary institution established under the Education Act 1989, located at Private Bag 3105, Hamilton, 3240, New Zealand.
Partner Organisation (PO)	

2. Objectives

There is no obligation or commitment for a PO to offer a project or placement or accept a student. If a PO does wish to work with a student, then the terms and conditions outlined herein, define the responsibilities of UoW and the PO.

3. Administration of the Agreement

The PO and UoW shall each nominate relevant persons to administer and support student activities during the WIL activity.

4. Student Placements / Projects

If a placement or project is offered, a Student Proposal Form and Health and Safety Form will be completed by each student and will be in accordance with this Agreement.

5. Responsibilities and Acknowledgements of the University

UoW will:

- ensure every student nominated to undertake a placement or project is fit, proper and competent. The PO may also choose to determine this by their own means
- ensure students complete a Student Statement agreeing to their responsibilities during their project or placement as outlined in the WIL Handbook
- provide all relevant information about WIL paper requirements (learning outcomes, assessments etc) will be provided to the PO
- Student discipline remains the responsibility of UoW. UoW will notify the PO if any complaints are received and will, where possible, give prior notice of a student's illness or absence during the WIL activity.

6. Responsibilities and Acknowledgements of the Partner Organisation

The PO will:

- provide a suitable workplace supervisor, sufficient resources and facilities to carry out the placement or project.
- refer any matter of student discipline to UoW.
- cover any travel costs incurred by a student while performing WIL activity tasks.
- notify UoW if students are required to have clearances or health checks prior to starting their WIL activity.
- provide UoW with feedback on the student's work and help resolve any difficulties that may arise.
- notify UoW if a complaint is received.
- provide health and safety documentation, emergency procedure information and any other necessary information pertaining to the student's WIL activity.

7. Student Performance Concerns and Procedures

The PO may stop a student from continuing an activity if the student's actions are incompetent or unsafe. However, if there is a performance concern of less immediate urgency, the PO agrees to notify their UoW contact in the first instance to outline their intended actions, and if possible, allow the UoW an opportunity to address the concerns.

8. Ownership of Intellectual Property Created During WIL Placements

Any pre-existing IP will belong to the PO. Ownership of all IP rights created by a student as a result of the WIL activity will belong to the student, unless a variation to this is agreed to in a separate IP Agreement, or the student enters into an Employment Contract which states an alternative IP arrangement.

Students may also wish to seek independent legal advice to make an informed decision regarding their IP rights. Under 'moral rights' provisions of the Copyright Act 1994 (Part 4) students are entitled to be attributed as the creators of original materials that they produce as part of their placement / project. This means that students should receive credit or acknowledgement, regardless of whether it has been agreed that the Partner Organisation owns the IP in the work.

IP arrangements should be properly considered and negotiated based on the requirements of each specific WIL activity. The outcome must be documented prior to the signing of this Agreement.

9. Representations

Neither party will negatively affect the other party's reputation nor goodwill, comment in any way on the other party, or use their name or logo without the other party's prior written permission.

This Agreement does not constitute an Employment Agreement between the student and PO. Each party is responsible to act within the law.

10. Force Majeure

No party will be held liable if a delay or cancellation of a WIL activity occurs as a result of a Force Majeure event.

11. Confidentiality

All information between parties will be treated as strictly private and confidential. If confidential information is asked for by law, prior notice will be given to the other party.

12. Legal Responsibilities/Indemnity

Unless otherwise stated, each party will, at its own expense, ensure that it obtains and maintains adequate insurance cover in respect of this Agreement, including as a minimum:

- a. professional indemnity insurance; and
- b. public liability insurance; and
- c. provision for reasonable legal costs.

13. Occupational Health and Safety

Both the UoW and PO recognise their obligations to identify and mitigate (as far as is reasonably practicable) any hazards and risks associated with the WIL activity, under the Health & Safety at Work Act 2015.

14. General

Disputes between the parties will be notified in writing, and parties will work in good faith to resolve the dispute. All notices between parties for the purposes of this Agreement will be in writing.

Each party will bear the legal costs in connection to the preparation of this Agreement.

Each party may assign, novate, subcontract or transfer all or parts of rights and obligations under this Agreement with prior written consent of the other party.

No amendment to this Agreement, including the Schedule Two will be effective unless in writing and signed by both parties.