

## PSYCHOLOGY 5+1 INTERNSHIP PROGRAM SUPPORT AGREEMENT

**AGREEMENT** is made on [date]

between:

**Flinders University (ABN 65 542 596 200)** of Sturt Road Bedford Park SA 5042 ("**Flinders University**")

and:

**[insert name] (ABN [insert]) of [insert address] ("Internship Provider")**

### **IT IS AGREED**

- A. Flinders University is a recipient of the Grant.
- B. The Internship Provider has agreed to provide placements to Interns under the "5+1 Internship Program" regulated by AHPRA.
- C. Flinders University has agreed to pay the Support to the Internship Provider from the Grant on the terms and conditions of this Agreement (including its Attachments) and the Parties agree to comply with those terms and conditions.

**EXECUTED AS AN AGREEMENT**

**EXECUTED** by a duly authorised officer for and )  
on behalf of **[insert] ABN [insert]** in the )  
presence of: )

.....  
Witness signature

.....  
Authorised officer signature

.....  
Witness name

.....  
Authorised officer name

**EXECUTED** by authorised officer of **Flinders** )  
**University ABN 65 542 596 200** in the presence )  
of: )  
)

.....  
Witness signature

.....  
Authorised officer signature

.....  
Witness name

.....  
Authorised officer name

## Attachment 1 - Schedule

Item 1	Internship Provider	<u>[insert name of Provider] (ABN [insert]) of [insert address]</u>
Item 2	Commencement Date	The date that this Agreement is last signed by a Party
Item 3	Expiry Date	30 June 2027
Item 4	Purpose	The Internship Provider is to provide and facilitate the intensive supervised training program to Interns under the 5+1 Internship Program which includes the obligation to provide Interns with supervision by the Principal Supervisor and any Secondary Supervisors.
Item 5	Onboarding Payment	A one-off payment of \$6,000 for each Intern specified in an Internship Confirmation, payable in 4 equal instalments of \$1,500 in arrears in accordance with clause 6.1.
Item 6	Supervisor Support Package	A total payment of \$24,000 for each Intern specified in an Internship Confirmation, payable in 4 equal instalments of \$6,000 in arrears in accordance with clause 7.1.
Item 7	Relocation Incentive	A one-off payment of \$5,000 for each Intern.
Item 8	Flinders University Contact	Name:  Address:  Email:
Item 9	Reports and Meetings	<b>Meetings:</b> As requested by either party by providing adequate prior written notice to the other party.
Item 10	Insurances Public Liability Insurance Professional Indemnity Insurance	Not less than \$20,000,000 (in respect of any one claim) Not less than \$20,000,000 (in respect of any one claim)
Item 11	Notice Period for Termination for Convenience	90 calendar days
Item 12	Return of Service Obligation	The Internship Provider agrees to host one unpaid Psychology Student for a work integrated learning placement ( <b>WIL Placement</b> ) for each Intern which has been specified in an Internship Request and confirmed by Flinders University in an Internship Confirmation, where the Internship Provider is also the Issuing Provider of the Internship Request. For the avoidance of doubt, the Return of Service Obligation will not arise where the Internship Provider executes this Agreement but does not issue Flinders University with an Internship Request, and that Internship Request is confirmed in accordance with an Internship Confirmation.

		<p>By way of example, where the Internship Provider is the Issuing Provider of an Internship Request for 3 Interns (which is then accepted by Flinders University in an Internship Confirmation), the Internship Provider must provide a WIL Placement for 3 Psychology Students.</p> <p>The Internship Provider and Flinders University will enter into a separate agreement with respect to the WIL Placement on Flinders University's standard terms for unpaid WIL Placements as amended from time to time, a copy of which is annexed to this Agreement as Annexure A.</p>
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DRAFT AGREEMENT

## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. TERM

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 19.

#### 2. RETURN OF SERVICE OBLIGATION

- 2.1 The Internship Provider agrees to comply with the Return of Service Obligation specified in Item 12 of the Schedule.

#### 3. INTERNSHIP

- 3.1 The Internship Provider during the term of this Agreement may from time to time issue an Internship Request to Flinders University in its own sole capacity or on behalf of itself and one or more Additional Providers in which case the Internship Provider will be an Issuing Provider.
- 3.2 The Internship Provider may also be named as an Additional Provider in an Internship Request issued by a Registered provider.
- 3.3 Where there are any Additional Providers specified in an Internship Request, the Issuing Provider who issues the Internship Request:
- (a) will be considered by Flinders University to be the exclusive agent on behalf of all the Additional Providers and Flinders University will direct communication to all providers specified in the Internship Request via the Issuing Provider only;
  - (b) must ensure that only one Internship Request is issued on behalf of all Additional Providers; and
  - (c) must use all reasonable endeavours to ensure that all the Additional Providers specified in the Internship Request are Registered.
- 3.4 Flinders University will within 14 days of the date of receipt of an Internship Request, notify the Issuing Provider in writing whether it:
- (a) accepts the Internship Request as submitted by the Issuing Provider;
  - (b) rejects the Internship Request as submitted by the Issuing Provider, in which case the Issuing Provider may resubmit the Internship Request; or
  - (c) where one or more Interns are specified in an Internship Request, accepts the Internship Request in respect of some, but not all of the Interns specified in the Internship Request.
- 3.5 If Flinders University fails to give notice under clause 3.4 within the required timeframe, it is deemed to have rejected the Internship Request.
- 3.6 Upon acceptance by Flinders University of an Internship Request, an Internship Request is binding upon the parties with respect to the Interns specified in Flinders University's Internship Confirmation.
- 3.7 The parties acknowledge and agree that an Internship under this Agreement is separate to any independent contractual or employment arrangements that the Issuing Provider (or any Additional Provider) may have with an Intern (subject to clause 3.8 of this Agreement) and, accordingly:
- (a) whether an Intern is an employee or contractor of the Internship Provider (or an Additional Provider) is entirely a matter between the Issuing Provider (or an Additional Provider) and an Intern;
  - (b) Flinders University has not directed or required the Issuing Provider to provide employment to any Intern as a condition of entry into this Agreement or as a condition of any payment of the Support; and
  - (c) Flinders University has no obligation to make any payment to an Intern of any remuneration during the

Internship and is not obliged at any point to pay an Intern any employment related entitlements under relevant legislation or this Agreement, other than in accordance with the terms of this Agreement.

- 3.8 The Internship Provider acknowledges and agrees that the Support to the Internship Provider under this Agreement as an Issuing Provider or as an Additional Provider are the Internship Provider's sole entitlement, payment or financial benefit for the provision of supervision services for the 5+1 Internship Program to the Interns, and the Internship Provider as a condition to entering into this Agreement must not obtain, demand or seek to obtain or demand any financial payment or financial benefit from an Intern undertaking an Internship other than under this Agreement.

#### 4. ISSUING PROVIDER RESPONSIBILITIES

- 4.1 During the Internship, the Issuing Provider will be responsible for making available the Principal Supervisor who will be responsible for day-to-day supervision and evaluation of an Intern including compliance with any obligations of the Principal Supervisor as specified in the 5+1 Guidelines.
- 4.2 During the Internship, the Issuing Provider will be responsible for making available the Secondary Supervisor (if any) who will have the obligations as specified in the 5+1 Guidelines for a Secondary Supervisor.
- 4.3 The Issuing Provider is solely responsible for all services, including health and associated care, provided to third parties by an Intern.
- 4.4 The Issuing Provider is responsible for all expenses incurred by the Issuing Provider in connection with the Internship including the costs of intern supervision or facilitation unless otherwise specified in this Agreement.

#### 5. FLINDERS UNIVERSITY

- 5.1 Flinders University will maintain a register of internship providers who have executed an agreement in the same or similar terms to this Agreement, including the Internship Provider. Upon written request by the Internship Provider, Flinders University may confirm or deny that a provider is Registered but is not obliged to provide any further information.
- 5.2 Flinders University has no role or responsibility:
- (a) for locating, suggesting, procuring, encouraging or otherwise assisting the Internship Provider with identifying Interns including any current or past Flinders University students or otherwise; or
  - (b) for supervising or co-ordinating work to be undertaken by an Intern under this Agreement.

#### 6. ONBOARDING PAYMENT

- 6.1 Flinders University will pay the Issuing Provider and any Additional Providers the Onboarding Payment in four equal instalments of no more than \$1,500 (per invoice) within 30 days of receiving a valid invoice in accordance with clause 9, which invoices are issuable by the Issuing Provider as follows:
- (a) an invoice for up to a total of \$1,500 issuable by the Issuing Provider upon the later of the following:
    - (i) 12 weeks after receiving the Internship Confirmation from Flinders University; or
    - (ii) the completion of one quarter of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 20 hours;
  - (b) an invoice for up to a total of \$1,500 issuable by the Issuing Provider upon the later of the following:
    - (i) 12 weeks after issuing the invoice in clause 6.1(a); or

- (ii) the completion of one half of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 40 hours;
- (c) an invoice for up to a total of \$1,500 issuable by the Issuing Provider upon the later of the following:
  - (i) 12 weeks after issuing the invoice in clause 6.1(b); or
  - (ii) the completion of three quarters of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 60 hours;
- (d) an invoice for up to a total of \$1,500 issuable by the Issuing Provider accompanying the Completion Notice.

**6.2** Where there are any Additional Providers specified in an Internship Confirmation:

- (a) the invoice for the Onboarding Payment must identify and provide the payment details for all those Additional Providers in respect of the Onboarding Payment;
- (b) the invoice for the Onboarding Payment must specify the amounts payable to the Issuing Provider and each Additional Provider as an apportionment of the Onboarding Payment, which the parties acknowledge should reflect the proportion of the costs of onboarding an intern actually incurred by the Issuing Provider or an Additional Party (which is a matter to be determined by the Issuing Provider and the Additional Providers themselves), up to the value of the Onboarding Payment which is fixed for each Intern and cannot be exceeded;
- (c) Flinders University is entitled to rely upon the apportionment of costs by the Issuing Provider in any invoice pursuant to clause 6.2(b) as definitive and conclusive evidence of the amounts due and payable to the Issuing Provider and any Additional Provider and will not have any liability to the Issuing Provider or any Additional Provider in doing so.

**7. SUPERVISOR SUPPORT PACKAGE**

**7.1** Flinders University will pay the Issuing Provider and any Additional Providers the Supervisor Support Package in four equal instalments of no more than \$6,000 (per invoice) within 30 days of receiving a valid invoice in accordance with clause 9, which invoices are issuable by the Issuing Provider as follows:

- (a) an invoice for up to a total of \$6,000 issuable by the Issuing Provider upon the later of the following:
  - (i) 12 weeks after receiving the Internship Confirmation from Flinders University; or
  - (ii) the completion of one quarter of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 20 hours;
- (b) an invoice for up to a total of \$6,000 issuable by the Issuing Provider upon the later of the following:
  - (i) 12 weeks after issuing the invoice in clause 7.1(a); or
  - (ii) the completion of one half of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 40 hours;
- (c) an invoice for up to a total of \$6,000 issuable by the Issuing Provider upon the later of the following:
  - (i) 12 weeks after issuing the invoice in clause 7.1(b); or
  - (ii) the completion of three quarters of the total minimum supervision hours under the 5+1 Guidelines, which at the time of this Agreement is currently 60 hours;

- (d) an invoice for up to a total of \$6,000 issuable by the Issuing Provider accompanying the Completion Notice.

**7.2** The parties acknowledge that the Supervisor Support Package payments specified in clause 7.1 are in consideration for the Issuing Provider and any Additional Providers making available the Principal Supervisor and the Secondary Supervisor (if any) to an Intern in accordance with the Approved Internship Program Plan.

**7.3** Where there are any Additional Providers specified in an Internship Confirmation:

- (a) each invoice for a Supervisor Support Package payment specified in clause 7.1 must identify and provide the payment details for all those Additional Providers in respect of the Supervisor Support Package payment for that period;
- (b) each invoice for a Supervisor Support Package payment specified in clause 7.1 must specify the amounts payable to the Issuing Provider and each Additional Provider as an apportionment of the Supervisor Support Package payment, which the parties acknowledge should reflect the proportion of the costs incurred by the Issuing Provider or an Additional Party in making available the Principal Supervisor and the Secondary Supervisor (if any) in that 12 week period (which is a matter to be determined by the Issuing Provider and the Additional Providers themselves), up to the value of the \$6,000 which is fixed for each Intern and cannot be exceeded in that 12 week period;
- (c) Flinders University is entitled to rely upon the apportionment of costs by the Issuing Provider in any invoice pursuant to clause 7.3(b) as definitive and conclusive evidence of the amounts due and payable to the Issuing Provider and any Additional Provider and will not have any liability to the Issuing Provider or any Additional Provider in doing so.

**8. RELOCATION INCENTIVE**

**8.1** Where the Issuing Provider in an Internship Request requests payment of the Relocation Incentive with respect to an Intern, Flinders University will pay the Relocation Incentive to the Issuing Provider within 30 days of providing the Internship Confirmation with respect to that Intern.

**8.2** The Issuing Provider must within 7 days of receiving the Relocation Incentive from Flinders University in accordance with the above clause 8.1, pay an Intern the Relocation Incentive in full, without any set-off or counterclaim and without deduction or withholding.

**9. COMPLETION NOTICE AND OTHER NOTICE**

**9.1** The Issuing Provider must provide Flinders University with a Completion Notice within 7 days of completion of an Internship with respect to each Intern specified in an Internship Request.

**9.2** Where an Intern's Internship with the Issuing Provider or any Additional Provider specified in an Internship Request ceases prior to the completion of the Intern's Internship, the Issuing Provider within 2 business days of the Intern's Internship ceasing, must provide Flinders University with written notice confirming that the Intern is no longer undertaking an Internship with the Issuing Provider or any Additional Provider specified in an Internship Request and confirming the last day of the Intern's Internship.

**10. FUNDING AND INVOICING**

**10.1** Invoices issued to Flinders University under this Agreement, or an Internship Confirmation must:

- (a) include the full amount payable by Flinders University;
- (b) expressly include the name of each Intern for which payment is sought;
- (c) with respect to an Onboarding Payment under clause 6, expressly specify that the invoice is in respect of an Onboarding Payment;

- (d) with respect to a payment for a Supervisor Support Package under clause 7, expressly specify that the invoice is in respect of a Supervisor Support Package and whether it is the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> such payment sought;
- (e) be sent to Flinders University at the contact details specified in Item 8 of Attachment 1 or any other person nominated by Flinders University;
- (f) comply with clause 11.

## **11. GST**

- 11.1 Subject to clause 11.2 and 11.3 the Internship Provider represents that:
  - (a) the ABN shown in Item 1 of Attachment 1 is the Internship Provider's ABN; and
  - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 11.2 If the Internship Provider is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 11.3 If the Internship Provider does not have an ABN it must submit an ATO *Statement by a Supplier* to Flinders University otherwise Flinders University may be obliged under the *Taxation Administration Act 1953* to deduct a withholding from the Grant and will not be obliged to gross up the Grant or provide any other compensation to the Internship Provider.

## **12. FINANCIAL REPORTING AND AUDITING**

- 12.1 The Internship Provider must attend meetings, as specified in Item 9 of Attachment 1.
- 12.2 If the Flinders University reasonably suspects that the Support is not being used for the Purpose, it may request additional information from the Internship Provider.
- 12.3 The Internship Provider must immediately inform the Flinders University of any significant changes to the nature and/or scope of the activities conducted by the Internship Provider which would impact on the Purpose under this Agreement.

## **13. GRANT**

- 13.1 The Parties acknowledge and agree that the payment of the Support by Flinders University under this Agreement is subject to and conditional upon, Flinders University receiving the Grant.
- 13.2 The Parties acknowledge and agree that where Flinders University ceases to be entitled to the Grant, or where Flinders University exceeds the allocated Grant funding for a particular Financial Year, notwithstanding any other provision in this Agreement, Flinders University will be under no obligation to pay the Support.

## **14. CONFIDENTIAL INFORMATION**

- 14.1 Subject to this clause 10, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 14.2 A Party may disclose Confidential Information belonging to the other Party:
  - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - (b) as required by law or a court order;
  - (c) in accordance with any Parliamentary or constitutional convention;
  - (d) for the purposes of prosecuting or defending proceedings.
- 14.3 The Parties may mutually agree to disclose Confidential Information.

## **15. PRIVACY**

- 15.1 The Internship Provider must comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received created or held by it for the purposes of this Agreement.
- 15.2 The Internship Provider must promptly notify the Flinders University if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 15.3 For the purposes of this special condition, "Personal Information" has the same meaning as in the Privacy Act.

## **16. PUBLICITY**

- 16.1 The Internship Provider will acknowledge any Support paid to it under this Agreement by Flinders University in any advertising, publicity or promotional material if requested by Flinders University.
- 16.2 The Internship Provider will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by Flinders University.
- 16.3 The Internship Provider and Flinders University must use reasonable endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 16.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.

## **17. INSURANCE**

- 17.1 The Internship Provider must affect and maintain the insurance specified in Item 10 of Attachment 1 for not less than the amount specified in Item 10 of Attachment 1 during the Term.

## **18. DISPUTE RESOLUTION**

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within seven days or such other period as may be agreed by the Parties, the parties must meet and use reasonable endeavours to resolve the dispute. The Parties acknowledge and agree that any Additional Providers or Interns may also be in attendance during such a meeting as required.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

## **19. DEFAULT AND TERMINATION**

- 19.1 If the Internship Provider does not apply any part of the Support for the Purpose, or otherwise in accordance with this Agreement, Flinders University may upon giving written notice to the Internship Provider:
  - (a) require the Internship Provider to repay either the whole or a portion of the Support (whether expended or not) within 30 days of a written demand from Flinders University; and/or
  - (b) terminate this Agreement.
- 19.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Item 11 of Attachment 1 ("**Notice Period for Termination for Convenience**").

## **20. EFFECT OF ENDING THIS AGREEMENT**

- 20.1 Any termination of this Agreement does not affect any accrued right of either Party.

20.2 Upon termination of this Agreement, Flinders University will remove the Internship Provider from the register of placement providers specified in clause 5 of this Agreement and the Internship Provider will not be permitted to issue any further Internship Requests.

20.3 Despite termination or expiry of this Agreement, this clause 20 and clauses 13, 15, 18, 21, 22, 23, 29 and 30 will survive.

## 21. CONTRACT DISCLOSURE

21.1 Flinders University may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.

21.2 Nothing in this clause derogates from:

- (a) the Internship Provider's obligations under any provisions of this Agreement; or
- (b) the provisions of the *Freedom of Information Act 1991* (SA).

## 22. COMPLIANCE WITH LAWS AND POLICIES

22.1 The Internship Provider must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

22.2 The Internship Provider must comply with any policies notified by Flinders University in writing as applicable at the Commencement Date.

## 23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement is governed by the laws in the State of South Australia.

23.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

## 24. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

## 25. NO ASSIGNMENT

25.1 The Internship Provider must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of Flinders University which approval shall not be unreasonably withheld.

## 26. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless agreed by the Parties in writing.

## 27. SEVERANCE

27.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

27.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

## 28. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument. An executed counterpart may be delivered by email.

## 29. INTERPRETATION

29.1 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:

- (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
  - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
  - (c) a reference to two or more persons is a reference to those persons jointly and severally;
  - (d) a reference to dollars is to Australian dollars;
  - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

## 30. DEFINITIONS

In this Agreement:

- (a) **"5+1 Internship Program"** means the internship pathway program to general registration as a psychologist regulated by AHPRA requiring a five-year sequence of accredited study followed by a one-year internship;
- (b) **"5+1 Guidelines"** means the written guidelines published by AHPRA and accessible on the Psychology Board Australia website on <https://www.psychologyboard.gov.au/documents/default.aspx?record=WD13%2f12669%5Bv2%5D&dbid=AP&chksum=IJPWTV2e6N2pz8EFNZqaDpOd247WmlcsnJHncvylxzk%3d> for the 5+1 Internship Program as updated from time to time;
- (c) **"Additional Provider"** means one or more placement providers (other than the Issuing Provider) who have agreed to provide placements for the 5+1 Internship Program as specified in an Approved Internship Program Plan and are Registered;
- (d) **"AHPRA"** means the Australian Health Practitioner Regulation Agency and includes the Psychology Board of Australia;
- (e) **"Approved Internship Program Plan"** means the form INPP-76 for each Intern (or any similar successor form published by AHPRA) as approved by AHPRA and provided to Flinders University in an Internship Request;
- (f) **"Completion Notice"** means a notice or email sent by the Issuing Provider to Flinders University pursuant to clause 9.1 and setting out as a minimum:
  - (i) the names of the one or more Interns who have completed their Internship;
  - (ii) a fully signed copy of the Final Assessment of Competence with respect to each Intern who has completed their Internship; and
  - (iii) if the Issuing Provider seeks payment of the last tranche of the Supervisor Support Package, an invoice in accordance in clause 7.1(d) that complies with clauses 10 and 11 with respect to each Intern who has completed their Internship;
- (g) **"Confidential Information"** means information, which is identified as confidential information by a Party;
- (h) **"Final Assessment of Competence"** means the form PACF-76 for each Intern (or any similar successor form published by AHPRA) as approved by AHPRA;
- (i) **"Financial Year"** means a year commencing on 1 July and ending on 30 June;
- (j) **"Grant"** means the grant awarded to Flinders University pursuant to the grant opportunity "Addressing Critical Psychology Shortages – Supporting Provisional Psychologists to Practice Grant Opportunity" with number GO6626;
- (k) **"GST"** means the tax imposed by the GST Law;
- (l) **"Interns"** means a person specified in an Internship Request that has obtained registration as a provisional psychologist by AHPRA to undertake the 5+1 Internship Program and has in place an Approved Internship Program Plan;



- (m) **"Internship"** means the provision of an internship to an Intern as described in an Internship Request;
- (n) **"Internship Confirmation"** means a written response by Flinders University to an Internship Request under clause 3.4;
- (o) **"Internship Request"** means a notice or email of the same name sent by the Issuing Provider to Flinders University pursuant to clause 3.1 and setting out as a minimum:
  - (i) the name and Australian Business Number (**ABN**) of the Issuing Provider
  - (ii) the names of the one or more Interns who will be provided an Internship by the Issuing Provider;
  - (iii) where there are any Additional Providers, the names and ABNs of the Additional Providers;
  - (iv) if the Issuing Provider seeks payment of the Relocation Incentive – written confirmation that the Issuing Provider is in a regional or remote location and the Interns the Relocation Incentive is sought for;
  - (v) attaching a copy of the Approved Internship Program Plan for each Intern; and
  - (vi) requesting acceptance of the notice or email from Flinders University
- (p) **"Internship Provider"** means the party specified in Item 1 of Attachment 1 which must be located within South Australia or the Northern Territory;
- (q) **"Issuing Provider"** means the party who issues an Internship Request under this Agreement or by another Registered party under an agreement with Flinders University in the same or similar terms to this Agreement;
- (r) **"Onboarding Payment"** means the payment specified in Item 5 of Attachment 1 which is intended to assist with expenses associated with the commencement of an Intern in accordance with an Approved Internship Program Plan including but not limited to technology, software and office furniture costs;
- (s) **"Party"** means a party to this Agreement;
- (t) **"Principal Supervisor"** means the person specified as such in an Approved Internship Program Plan, being a person approved by AHPRA as a "Board-approved supervisor";
- (u) **"Purpose"** means the Purpose set out in Item 4 of Attachment 1;
- (v) **"Psychology Student"** means a student of Flinders University enrolled in a Masters of Professional Psychology, Masters of Clinical Psychology or Doctor of Philosophy (Clinical Psychology), as notified to the Internship Provider by Flinders University at its sole discretion;
- (w) **"Registered"** means a placement provider who is named on the register maintained by Flinders University in accordance with clause 5.1.
- (x) **"Relocation Incentive"** means the amount specified in Item 7 of Attachment 1 payable to an Intern who relocates to a regional or remote location for the purposes of the Internship;
- (y) **"Secondary Supervisor"** means the one or more persons specified as such in an Approved Internship Program Plan;
- (z) **"Supervisor Support Package"** means the payment specified in Item 6 of Attachment 1 which is a contribution to the salary of the Principal Supervisor and any Secondary Supervisor;
- (aa) **"Support"** means the Onboarding Payment, the Supervisor Support Package and the Relocation Incentive as payable under the terms of this Agreement; and
- (bb) **"Term"** means the period commencing on the Commencement Date and expiring on the Expiration

Date as specified in Attachment 1 including any extension of the term agreed between the parties in writing.

## ANNEXURE A – STANDARD UNPAID WIL PLACEMENT TERMS

### STUDENT WORK INTEGRATED LEARNING PLACEMENTS – LETTER OF AGREEMENT

To:

[Date]

[Name, address]

Dear

Thank you for your interest in offering placements for Flinders University students.

The successful completion of a placement is a requirement for the award of certain degrees in the University. A placement provides students with a study opportunity that fulfils the University's Work Integrated Learning Program ("WIL"). It is also a practical way to develop professional skills in an authentic setting and an opportunity to integrate theoretical knowledge with practical experience.

This letter, together with the attached Appendices, set out the obligations of the University and its Staff, your organisation, and placement students regarding WIL placements.

As a placement pre-requisite the University requires students to provide to it a "Student Consent for Placement" document. This document forms the basis of your relationship with the University's students and you may request students to provide you with a copy of this Consent before they commence their placement with you.

If you agree to take students on placement, the terms in this letter and the attached Appendices will constitute an agreement between the University and your organisation.

This agreement will automatically apply to all placements with your organisation within the 5 years following the date you sign this letter ("Term") unless terminated sooner in accordance with this Agreement. Thereafter the Term will be automatically extended for 1 year periods subject to the termination rights described below.

The purpose of the Term is to enable your organisation to accept multiple placements during that time all on the same terms and without the need to re-execute this agreement for each separate future placement. Your organisation is not however obligated to accept students on placement during the Term.

After the signing of this Agreement future placements will be documented in Placement Confirmations each of which will automatically constitute individual binding contracts comprising the terms of this Agreement and those set out in the Placement Confirmations.

This Agreement may be terminated by either party: (1) if the other party is in breach of any term of this Agreement and has failed to remedy the breach within 30 days of receiving a written notice requiring it to do so; or (2) by giving the other party 60 days prior written notice.

If your organisation agrees to provide placements for Flinders University student(s) on the terms set out in this letter (including the attached Appendices), please arrange for a duly authorised representative of your organisation to sign this letter where indicated below and return a copy to the University.

The University will arrange for the letter to be executed by a duly authorised representative of the University and return a fully executed copy to your organisation.

Thank you for your interest and we look forward to working with you.

**EXECUTED** as an agreement.

<b>Signed</b> for and on behalf of <b>Flinders University</b> ABN:65 542 596 200 by its duly authorised representative(s) in the presence of	----- Authorised Representative Date:	
	----- Name of Authorised Representative	
<b>Signed</b> for and on behalf of <b>[Name of Placement          Organisation]</b> ABN:XX XXX XXX XXX ("Placement Organisation") by its duly authorised representative(s) in the presence of	----- Authorised Representative Date:	
	----- Name of Authorised Representative	

## Appendix 1 – Terms and Conditions for Placements

### 1. **PLACEMENT**

1.1 The details for each Placement shall be as set out in a Placement Confirmation sent by Flinders University to the Placement Organisation.

1.2 A Placement Confirmation may be accepted by a Placement Organisation either in writing or by acceptance of the Student(s) specified in the Placement Confirmation.

1.3 Upon acceptance, a Placement Confirmation is binding upon the parties.

1.4 The parties acknowledge and agree that the Placement is not employment, accordingly:

- (d) the Student/s will at no time during the Placement be an employee/s of the Placement Organisation;
- (e) the Placement is in addition to the Placement Organisation's staffing requirements;
- (f) the Student/s will not receive any remuneration during the Placement and will not be entitled at any point to any employment related entitlements under relevant legislation or this Agreement, including any type of leave during the Placement; and
- (g) the Placement Organisation is under no obligation to provide the Student/s with employment at the end of the Placement or at any other time.

### 2. **PLACEMENT ORGANISATION RESPONSIBILITIES**

2.1 The Placement Organisation agrees it owes a duty of care to the Student/s and Flinders University. The Placement Organisation will comply with laws and regulations applicable to it in providing the Placement.

2.2 The Placement Organisation must, subject to any required third-party consents, involve the Student/s in appropriate activities for the purpose of the Placement, including any described in a Placement Confirmation.

2.3 During the Placement, the Placement Organisation will be responsible for making available a suitably qualified Placement Organisation Supervisor who will:

- (a) be responsible for day-to-day supervision and evaluation of the Student/s (including using evaluation methods if any described in a Placement Confirmation);
- (b) provide the resources necessary to undertake the Placement; and
- (c) if applicable, nominate and gain third party consents prior to any contact by the Student/s with those third parties.

2.4 The Placement Organisation will conduct an induction process for the Student/s and Staff (including workplace health and safety, relevant workplace policies, confidentiality and privacy) and orient the Student/s and Staff to the Facility (including introducing the Student/s and Staff to the relevant members of the Placement Organisation's staff).

2.5 Prior to the Placement commencing, the Placement Organisation will make available to the Student/s copies of its policies and procedures applicable to the Student/s while on placement and on request, copies of the same to Flinders University.

2.6 The Placement Organisation will ensure that the Facility and any plant or equipment used by the Student/s and Staff during the Placement complies with all relevant workplace health and safety laws.

2.7 The Placement Organisation is solely responsible for all services, including health and associated care, provided to third parties by the Placement Organisation.

2.8 The Placement Organisation will participate in any required Student evaluation process.

2.9 The Placement Organisation must notify the University Placement Support Officer as soon as practicable if a Student is involved in an accident or safety incident or sustains an injury during the Placement.

2.10 The Placement Organisation is responsible for all expenses incurred by the Placement Organisation in connection with the Placement including the costs of student supervision or facilitation unless otherwise specified in the Special Conditions.

### 3. **FLINDERS UNIVERSITY RESPONSIBILITIES**

- 3.1 Flinders University will ensure that each Student maintains their Required Placement Documentation and has copies of it available to provide to the Placement Organisation on request.
- 3.2 Flinders University will ensure that prior to a Placement each Student agrees a "Student Consent for Placement" and has a copy of it available to provide to the Placement Organisation on request.
- 3.3 Flinders University will nominate a University Placement Support Officer to liaise with the Placement Organisation Supervisor.
- 3.4 Flinders University will use all reasonable endeavours to ensure that the Student/s and its Staff agree that while they are at the Facility they will:
- (a) complete and provide any compliance documentation reasonably required by the Placement Organisation;
  - (b) comply with reasonable and lawful directions of the Placement Organisation's staff; and
  - (c) abide by applicable Placement Organisation policies and procedures notified to them, including but not limited to those which relate to Confidential Information as well as workplace health and safety regulations, policies or procedures.
- 3.5 Flinders University has no direct role or responsibility for supervising or co-ordinating work to be undertaken on a Placement.

### 4. **WITHDRAWAL FROM PLACEMENT**

- 4.1 If the Placement Organisation is satisfied that a Student or Staff is at risk, fails to comply with a lawful and reasonable direction from a staff member of the Placement Organisation, is not competent to perform an allotted task, does not, or cannot, conduct himself or herself in a safe or professional manner or is in breach of an obligation to the Placement Organisation or Flinders University in relation to the Placement, the Placement Organisation may (acting reasonably):
- (a) suspend or terminate that Student's or Staff member's participation in the Placement;

- (b) restrict access by that Student or Staff to the Facility (including to clients, staff or patients) of the Placement Organisation;
- (c) direct that Student or Staff to leave the Facility (or any other premises where the Placement is being conducted).
- (d) direct any combination of the above sub-clauses (a) (b) or (c).

4.2 On deciding to exclude or terminate a Placement of a Student under clause 4.1, the Placement Organisation will notify Flinders University of the exclusion within 24 hours. The matter will then be the responsibility of Flinders University.

4.3 Flinders University may for any reason, on notice in writing to the Placement Organisation, withdraw a Student from the Placement. In the event of such withdrawal Flinders University shall not have any liability to the Placement Organisation for any loss, cost or damage suffered or incurred by the Placement Organisation in relation to that withdrawal or the Student failing to complete the Placement.

4.4 Unless the parties agree otherwise in writing, withdrawal of a Student from the Placement does not terminate this Agreement or the Placement in respect of other Students.

### 5. **INSURANCE**

- 5.1 Flinders University will take out and maintain public liability and professional indemnity insurance for the Student/s and its Staff.
- 5.2 The Placement Organisation will take out and maintain appropriate public liability insurance covering the Placement Organisation in relation to any loss, damage or injury suffered by the Student/s.
- 5.3 Each party will provide Certificates of Currency evidencing proof of insurance on request by the other party.

### 6. **INDEMNITY**

- 6.1 Each party (**Relevant Party**) indemnifies the other party (and the other party's officers, and employees and, in the case of Flinders University, the Student/s and Staff) (**Indemnified Party**), against all liability, loss, damage, expense or cost (**Loss**) which any Indemnified Party suffers, sustains or incurs as a result of any negligent, unlawful or wilful act or omission by the Relevant Party (or its

officers, employees, contractors or, where Flinders University is the Relevant Party, its Student/s) in relation to the Placement.

6.2 A party's liability to indemnify under clause 6.1 will be reduced to the extent to which any Loss arises out of any negligent act or omission, or a breach of the obligations, of an Indemnified Party.

6.3 Neither party is liable to the other party for any of the following even if informed of their possibility:

- (a) loss of, or damage to data;
- (b) special, incidental or indirect damages or for any economic consequential damages;
- (c) loss of profits, business revenue, goodwill or anticipated savings; or
- (d) loss or liability incurred by the Placement Organisation as a result of a third party claim.

## **7. CONFIDENTIALITY AND PRIVACY**

7.1 A party will not, except as expressly authorised by the other party or required by law, disclose to any third party any Confidential Information provided by the other party in connection with this Agreement.

7.2 A party must immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

7.3 Flinders University will comply, and will use all reasonable endeavours to ensure that the Student/s and Staff comply with clause 7.1 and with all applicable privacy laws and all Flinders University and Placement Organisation requirements relating to privacy and confidentiality.

## **8. INTELLECTUAL PROPERTY**

8.1 Flinders University shall ensure that any intellectual property created by a Student during a Placement ("**Created IP**") is vested in Flinders via the Student Consent for Placement.

8.2 Flinders University hereby transfers the Created IP to the Placement Organisation subject to it agreeing to grant to the Student the licence referred to in clause 8.3.

8.3 The Placement Organisation agrees to grant to the Student a non-exclusive, non-

transferable, royalty free, perpetual licence to use the Created IP for educational, academic, research or assessment purposes.

## **9. PUBLICITY**

9.1 No party may use the other party's name in any publicity, marketing or promotional material, without the prior written consent of the other party.

## **10. INTERNATIONAL PLACEMENTS**

10.1 If the Placement requires the Student/s to travel outside of Australia, the parties agree that the Student/s will be responsible for:

- (a) all travel related expenses (including transportation, accommodation, food, pre-departure medical expenses and passport and visa costs);
- (b) ensuring they have a valid passport and comply with any additional customs and border protection requirements (including obtaining relevant visas);
- (c) registering with Flinders University in order to access its Corporate Travel Insurance policy and otherwise ensuring that appropriate coverage is in place;
- (d) informing themselves of risks associated with travel outside of Australia (including familiarising themselves with relevant government issued travel warnings); and
- (e) familiarising themselves with the local laws and customs of the country to which they will travel and abiding by those laws and customs.

## **11. FORCE MAJEURE**

11.1 Force Majeure means an event or circumstance beyond the reasonable control of a party which prevents that party ("**the Affected Party**") from complying with any or all of its obligations under this Agreement.

11.2 The Affected Party must notify the other party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.

11.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the affected party's rights and obligations are prevented or delayed by the Force Majeure.

11.4 The Affected Party must keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause.

11.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

## **12. GENERAL PROVISIONS**

12.1 No rights under this Agreement will be deemed to be waived except by notice in writing by the waiving party.

12.2 All formal notices must be in writing and addressed to the authorised representative who signed this agreement. Notices may be sent by pre-paid post or by email.

12.3 Each party enters into this Agreement as independent contractors. Nothing in this Agreement shall:

- (a) in any way deem any employee of a party or Student to be an employee of the other party; or
- (b) create any relationship between the parties amounting to a partnership, agency, trust or joint venture.

12.4 This Agreement may be executed in counterparts, including by exchange of scanned signatures of the parties' authorised representatives.

12.5 This Agreement is governed by the law of the State of South Australia.

12.6 This Agreement may be modified by mutual agreement between the parties in writing.

12.7 This Agreement, including any appendix or annexure (and any attachments expressly incorporated by reference), constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous negotiations, understandings, representations and warranties in relation to the subject matter of this Agreement.

## **13. SPECIAL CONDITIONS**

13.1 The terms and conditions (if any) specified in Appendix 3 – Special Conditions form part of this Agreement and shall take priority over all the other terms of this Agreement in the event of any ambiguity or inconsistency.

## **14. DEFINITIONS**

14.1 **"Agreement"** means the agreement for a Placement comprised of a Placement Confirmation, this Appendix 1 – Terms and Conditions for Placements with the placement letter between Flinders University and the Placement Organisation and an Appendix 3 – Special Conditions (if applicable), under which the Placement will be conducted;

14.2 **"Confidential Information"** means confidential information of a party including the following information (to the extent not in the public domain) whether verbal, written, electronic or in some other form:

- (a) information relating to the Placement;
- (b) knowledge or information regarding the business transactions, affairs, property, policies, procedures or activities of the Placement Organisation;
- (c) information marked confidential;
- (d) information which a party advises the other is confidential; and
- (e) information and records relating to clients, patients and students of, and recipients of services, from the Placement Organisation.

14.3 **"Facility"** means the facility or facilities owned by or under the control of the Placement Organisation at which a Placement will take place (as set out in a Placement Confirmation);

14.4 **"Placement"** means the placement of a Student/s as described in a Placement Confirmation;

14.5 **"Placement Confirmation"** means a notice or email of the same name sent by the University to the Placement Organisation in a similar form to, and setting out as a minimum the details specified in, Appendix 2 of either a proposed placement of an individual Student or group of Students and requesting or confirming respectively, acceptance of those details from the Placement Organisation;

14.6 **"Placement Organisation Supervisor"** means the Placement Organisation officer or employee (specified in a Placement Confirmation) responsible for supervising the Student/s while on Placement;

14.7 **"Required Placement Documentation"** means all the documentation including but not

limited to health, medical, immunisation and criminal history checks, clearances and certificates required to be obtained and maintained by the Student/s as required by Flinders University and/or the Placement Organisation to enable the Student/s to commence a Placement or to substantiate the Student's capacity for undertaking a Placement.

14.8 **"Staff"** means the University Placement Support Officer and any other employee or staff member of Flinders University that attends the Facility in connection with the Agreement;

14.9 **"Student"** means the Student/s of Flinders University identified in a Placement Confirmation or in subsequent email correspondence between the parties as undertaking the Placement;

14.10 **"Student Consent for Placement"** means the online Consent document required to be read and accepted by Students for the benefit of the Placement Organisation which sets out Student:

- (a) responsibilities to preserve the

confidentiality and protect the privacy of Placement Organisation information;

- (b) obligations to provide documents to a Placement Organisation prior to commencement of a placement;
- (c) compliance obligations during placements; and,
- (d) intellectual property rights in materials the Student creates while on placement.

14.11 **"University Placement Support Officer "** means the Flinders University employee (specified in a Placement Confirmation) responsible for administering a Placement;

14.12 In this Agreement:

- (a) words in the singular include the plural and the plural includes the singular;
- (b) "including" and similar expressions are not words of limitation;
- (c) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement.



## Appendix 2 – Placement Confirmation - Form and Details

*[Colleges to insert here a blank form example of the correspondence which they propose to use to send to the Placement Organisation to place students during the term of the Agreement. This form must contain provision for inclusion of minimum details required to be inserted for every placement.]*

## Appendix 3 – Special Conditions

*[For many if not the majority of placements this form will be able to be marked “Not Applicable”.*

*However particularly for those health related placements where the University will be required to either;*

*(1) meet the costs of a Placement Supervisor and/or*

*(ii) provide assistance/services to a Placement Organisations in order to facilitate a placement, for example assistance to Medical Practices with Practice Incentive Program documentation;*

*then details of these cost payment and supervisions and facilitation/assistance arrangements and how the parties have agreed to document them in respect of future placements during the Term of the Agreement will need to be set out in this Appendix.*

*Note that in respect of each future placement under the Letter Agreement more specific detail about these arrangements and any amendments to the Appendix 1 Terms and Conditions will be able to be inserted here as Special Conditions.]*

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