



JAMES COOK UNIVERSITY

and

THE STATE OF QUEENSLAND

and

**ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF TOWNSVILLE
(THROUGH TOWNSVILLE CATHOLIC EDUCATION OFFICE)**

and

**ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CAIRNS (THROUGH
CATHOLIC EDUCATION SERVICES)**

and

QUEENSLAND TEACHERS' UNION OF EMPLOYEES

and

**THE INDEPENDENT EDUCATION UNION OF AUSTRALIA – QUEENSLAND AND
NORTHERN TERRITORY BRANCH**

and

INDEPENDENT SCHOOLS QUEENSLAND LTD

and

QUEENSLAND COLLEGE OF TEACHERS

INTERNSHIP PROGRAM AGREEMENT

for the provision of Internships for *Education* students

AGREEMENT DATED

of

2017

BETWEEN

JAMES COOK UNIVERSITY a body corporate pursuant to the *James Cook University Act 1997*, represented by the School of Education whose office is situated at JCU, Townsville Campus, Townsville 4811, in the State of Queensland

("JCU")

and

THE STATE OF QUEENSLAND acting through the Department of Education and Training of 30 Mary Street, Brisbane, 4000

("DET")

and

ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF TOWNSVILLE (through Townsville Catholic Education Office) of 2 Gardenia Ave, Kirwan 4817

("TCEO")

and

ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CAIRNS (through Catholic Education Services) of 130 Lake Street, Cairns 4870

("CES")

and

QUEENSLAND TEACHERS' UNION OF EMPLOYEES of 21 Graham Street, Milton, 4064

("QTU")

and

THE INDEPENDENT EDUCATION UNION OF AUSTRALIA – QUEENSLAND AND NORTHERN TERRITORY BRANCH of 346 Turbot Street, Spring Hill, 4000

("IEUA-QNT")

and

INDEPENDENT SCHOOLS QUEENSLAND LTD of First floor, 96 Warren Street, Spring Hill, 4000

("ISQ")

and

QUEENSLAND COLLEGE OF TEACHERS of 39 Sherwood Road, Toowong, 4066

("QCT")

RECITALS:

- A. JCU's Strategic Intent indicates a strong commitment to producing graduates with the expertise and intellectual curiosity required for sustainable development of our communities. JCU is committed to the undertaking of Service Learning grounded in experiential and reflective learning theory.
- B. JCU offers Subjects that focus preservice teachers on the pedagogy and practice of Service Learning. To broaden and deepen their understanding of what it means to learn and teach, preservice teachers will negotiate and participate in a project that integrates meaningful community service with learning experiences and reflection. The Service Learning projects will focus on activities that promote social and environmental responsibility and aim to support self-determination within the communities in which they are located. The Service Learning project requirements will position preservice teachers to initiate and sustain a range of learning partnerships with community agencies, industry and business, that will prepare them for their role with students and in the wider community. Experiences will include options for local, national and international community based Service Learning, including opportunities for internships (as authorised by the QCT).
- C. This Agreement outlines the responsibilities of the Parties for the internship of JCU final year students enrolled in the Bachelor of Education degree or Master of Teaching and Learning (hereinafter MTL) as unpaid interns with Participating Schools for the purpose of completion of the subject ED4460: Service Learning for Sustainable Futures or ED5982: Internship/Service Learning respectively. ED4460 will be offered within the normal JCU academic calendar in Study Period 2, and ED5982 will be offered in Study Period 1.

AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Business Day" means a day on which banks are open for business in Brisbane excluding a Saturday, Sunday, a public holiday or a school vacation day for the whole of Queensland;

"Commencement Date" means 1 February 2017;

"Employers" means State of Queensland (acting through Department of Education and Training), Roman Catholic Trust Corporation for the Diocese of Townsville (through the Townsville Catholic Education Office), Roman Catholic Trust Corporation for the Diocese of Cairns (through the Catholic Education Services) and Independent Schools;

"Independent Schools" means all non-governmental schools over which The Independent Education Union of Australia – Queensland and Northern Territory

Branch and/or Independent Schools Queensland has coverage;

“Intern” means a final year JCU Bachelor of Education student or a JCU Master of Teaching and Learning student who has successfully completed 80 days of professional experience and has demonstrated effective teaching competence, and has been granted internship authorisation by the QCT;

“Internship Program” means a school-based professional development program (or other education setting as determined by JCU) of 4 weeks’ duration, developed for Interns;

“Key Mentor” means an employee of an Employer who is the lead mentor for an Intern. The Key Mentor is an experienced registered teacher who works with an Intern while continuing to exercise accountability for their classes’ curriculum and assessment programs. Key Mentors participate in the Internship Program on a voluntary basis;

“Mentor” means an employee of an Employer who is a mentor for an Intern. A Mentor is an experienced registered teacher who works with an Intern while continuing to exercise accountability for their classes’ curriculum and assessment programs. Mentors participate in the Internship Program on a voluntary basis. An Intern may be allocated a single Mentor or a Mentor and a Key Mentor;

“Participating Schools” means the Department of Education and Training schools, Townsville Catholic Education Office schools, Cairns Catholic Education Services schools and Independent Schools that participate in the Internship Program and accept Interns;

“Parties” mean the parties to this Agreement;

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion.

“School Internship Coordinator” means each Participating School’s Principal or nominee coordinating the conduct of the Internship Program for that Participating School;

“Service Learning” means a teaching and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, facilitate learning partnerships, extend notions of active citizenship, and strengthen communities. Service Learning involves students undertaking service in an approved organization;

“Subjects” means ED 4460: Service Learning for Sustainable Futures and ED5982: Internship/Service Learning;

“Subject Coordinator” means the James Cook University, Education staff member responsible for the coordination, planning and delivery of the Subjects;

“University Internship Coordinator” means the Director of Professional Experience, Education, James Cook University, who prepares and supports the

Interns, Mentors, Key Mentors and School Internship Coordinators.

1.2 Interpretation

In the interpretation of this Agreement:

- (a) singular includes plural and vice versa;
- (b) references to a person include a corporation, association, partnership, Government Authority, or any legal entity;
- (c) headings and the table of contents (if any) are used for convenience only and are to be disregarded in interpretation;
- (d) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (e) covenants by each party include an obligation to procure compliance by each of the parties' employees and all other persons under the control of that party;
- (f) any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- (g) all annexures, schedules and other attachments (if any) form part of this Agreement;
- (h) a reference to anything after the words "includes" or "including" does not limit what else might be included.

2. TERMINATION OF 2014 AGREEMENT

2.1 The Parties are parties to an Internship Program Agreement for JCU Bachelor of Education students dated 16 June 2014 ("**2014 Agreement**").

2.2 The Parties agree that, notwithstanding the expiry date specified in the 2014 Agreement, the 2014 Agreement will expire on 31 January 2017.

3. TERM AND TERMINATION

3.1 This Agreement is for a term of three years commencing on the Commencement Date.

3.2 (a) Subject to clauses 3.2(b) and (c), any of TCEO, CES, DET, IEUA-QNT, ISQ, QCT or QTU may, without cause, terminate its participation in this Agreement and withdraw from this Agreement by giving four (4) weeks' notice in writing to the other parties.

(b) If the date of termination of a party's participation in this Agreement pursuant to clause 3.2(a) falls during a period of internship for one or more Interns or during a period of uncommenced internship for which one or more Interns have been accepted with a Participating School for

which the Party is responsible, the date of termination will be extended to the date upon which the last of those Interns completes their internship.

- (c) If a Party terminates its participation in this Agreement pursuant to clause 3.2(a), the Party will continue to be bound by clauses 7, 9, 10, 11 and 12.
- 3.3 (a) Subject to clauses 3.3(b) and (c), JCU may, without cause, terminate this Agreement by giving four (4) weeks' notice in writing to the other parties.
- (b) If the date of termination of this Agreement pursuant to 3.3(a) falls during a period of internship for one or more Interns or during a period of uncommenced internship for which one or more Interns have been accepted, the date of termination will be extended to the date upon which the last of those Interns completes their internship.
 - (c) If JCU terminates this Agreement pursuant to clause 3.3(a), all rights and obligations of a Party under this Agreement capable of surviving or expressed to survive termination or expiry will continue.

4. THE INTERNSHIP PROGRAM

4.1 JCU offers a 'project based' Internship Program. The Internship Program forms part of the Subjects, as per the Standards in Annexure A.

4.2 The outcomes for the Subjects are to:

- (a) establish learning goals and participate effectively in teams in line with personal skills and responsibilities;
- (b) critically reflect on professional learning, active citizenship and contribution to community;
- (c) demonstrate professional engagement with colleagues and the wider community in order to foster sustainable communities;
- (d) understand and apply the key principles described in codes of ethics and conduct for the teaching profession and ensure that service learning experience enhances the status of the profession; and
- (e) demonstrate APST Graduate Teacher Standards at an assured level.

4.3 For the purpose of the Internship Program the projects will focus on the promotion of social and environmental responsibility, the supporting of self-determination within communities, and the sustainment of learning partnerships with community agencies, industry and business.

4.4 In the interests of supporting the transition from preservice teacher education to in-service education, JCU offers final year and MTL preservice teacher education students an extended professional experience in the form of the Internship Program following the successful completion of their final professional experience. For the avoidance of doubt, completing an internship will not constitute a part of the recruitment processes of Employers.

- 4.5 Each internship undertaken through the Internship Program will be of 4 weeks' duration and attendance will be negotiated for each internship. The Internship Program will be conducted at dates to be determined by JCU.
- 4.6 JCU acknowledges that the support of TCEO, CES, DET, IEUA-QNT, ISQ, QCT and QTU for the Internship Program is critical to its success. The Internship Program has been endorsed by these parties in keeping with their interests in advancing the quality of teacher education.
- 4.7 All participation by the Interns, Mentors, Key Mentors and Participating School principals, in the Internship Program is voluntary and it is acknowledged that any participation will be in accordance with this Agreement.
- 4.8 The rationale, principles of implementation and projected outcomes of the Internship Program are separate from other programs that operate within the mandated professional experience requirements of the QCT.
- 4.9 Under the Internship Program, the role of the Key Mentor or Mentor falls outside practice teaching industrial agreements. Key Mentors and Mentors do not undertake the duties specified in the Industrial Agreements. The parties agree that the Key Mentor and/or Mentor will not supervise or assess the work of the Intern and that the provisions of the Industrial Agreements referring to the payment of allowances to supervising teachers will not apply to the Internship Program.
- 4.10 The School Internship Coordinator will be paid by JCU for coordinating the conduct of the Internship Program under this Agreement in accordance with the Practice Teaching in Schools Industrial Agreement entered into on 15 October 1992.
- 4.11 The primary obligation of the Participating Schools is to the children and their communities, and the children and their communities' welfare must be the Participating Schools' first consideration.
- 4.12 Participating Schools, in collaboration with JCU, will develop suitable arrangements for supporting and mentoring each Intern. It is expected that innovative approaches and practices based on currently accepted educational research are encouraged and that opportunities for extended professional development are provided for all stakeholders, thus ensuring mutual/reciprocal benefit for all of the participants.

5. OUTCOMES

- 5.1 The positive outcomes of the successful implementation of the Internship Program under the conditions prescribed in this Agreement are:
 - (a) the development of stronger partnerships between JCU, Participating Schools, QCT, TCEO, CES, DET, IEUA-QNT, ISQ and QTU;
 - (b) the professional growth and development of Interns, Mentors and Key Mentors through the application of theoretical and research-based knowledge and practices in a range of school contexts, but particularly as they relate to issues of sustainability;

- (c) the professional growth of Mentors and Key Mentors, including the development of skills in mentoring, and support of a school's future direction;
- (d) a more seamless transition from the preservice to the beginning teacher phase of teaching;
- (e) the development of collaborative relationships between prospective and experienced teachers; and
- (f) the development of preservice teachers' understanding of teacher identity within a professional network.

6. RESPONSIBILITIES OF THE PARTIES AND INTERN SUPPORT

6.1 Responsibility of the Employers

Employers will:

- (a) authorise the principals of Participating Schools to accept the Interns into the Internship Program at their Participating School provided that:
 - (i) the Interns are nominated by JCU and have the principals' approval for the Internship Program;
 - (ii) there is no payment made for the services of the Interns, and subsequently they are not eligible for workers' compensation, provided by any Employer body; and
 - (iii) authorisation for the Interns to participate in the Internship Program is granted by the QCT; and
- (b) authorise the principals of Participating Schools to release teachers appointed as Mentors or Key Mentors to participate in any in-service program provided by JCU including preparatory and evaluation meetings; and
- (c) ensure that Interns are appropriately supervised at all times during their participation in the Internship Program.

6.2 Responsibility of the Principals

The Employers will ensure that the principals or their nominees of the Participating Schools for which they are responsible will:

- (a) appoint a School Internship Coordinator to be a liaison for the Internship Program with JCU and attend any preparatory activities at JCU;
- (b) assign experienced teachers, who have volunteered to participate, to be Key Mentors or Mentors;
- (c) consult with Key Mentors, Mentors and members of the school community to propose projects for the Internship Program focusing on the promotion of social and environmental responsibility, the supporting of self-determination within communities, and the sustainment of learning partnerships with community agencies, industry and business;
- (d) consult with Key Mentors, Mentors and members of the school community to approve or decline projects or individual internships proposed as part of the Internship Program application process;
- (e) allow the Internship Program at their Participating School to proceed after receipt from JCU of the required authorisation from the QCT;

- (vii) apply the time made available by the release from face-to-face contact through participation in the Internship Program, to their mentoring and induction responsibilities and also at their own discretion, to professional work, school projects or career/professional development related to their duties;
 - (viii) outline to the Intern, in the case of a team project, the roles of the Intern within the team; and
 - (ix) participate in a debriefing session and/or an evaluation of the Internship Program at the conclusion of each internship.
- (b) The Mentor's and Key Mentor's responsibilities will not constitute more than half of the time release received by the Mentor or Key Mentor from the Intern's allocated face-to-face teaching load.

6.4 Responsibilities of JCU

JCU, will:

- (a) provide a copy of this Agreement to all Participating Schools, Mentors, Key Mentors and Interns by including a copy of this Agreement in internship handbooks and making it available on the JCU website;
- (b) offer the Internship Program as part of the academic studies as outlined to final year Bachelor of Education and MTL preservice teacher education students who have successfully completed their academic studies to date and their full complement of supervised practicum conducted as mandated by QCT, and who hold a valid positive notice blue card issued by the Queensland Government under the *Working with Children (Risk Management & Screening) Act 2000 (Qld)*;
- (c) invite expressions of interest from Participating Schools and JCU students outlining proposed Internship Programs, and ensure Participating Schools understand the scope of projects suitable for Internship Program experiences;
- (d) coordinate the review of expressions of interest from schools and students;
- (e) secure from QCT authority for the Interns to teach to up to 50% of the regular face-to-face teaching workload of the Intern's Mentor or Key Mentor with the support of at least one Mentor and/or Key Mentor;
- (f) provide the principals with a copy of the authorisations in clause 6.4(e);
- (g) ensure that the University Internship Coordinator facilitates the aims, objectives and the provisions of the Agreement;
- (h) recognise the Mentors' and Key Mentors' contributions in the Internship Program by:
 - (i) acknowledging and celebrating Mentor and/or Key Mentor contribution to the Internship Program to school community, Employer bodies, and JCU;
 - (ii) subject to the prior written agreement of the applicable Intern/s, facilitating the distribution of any products that result from the Internship Program to schools and Employers;
 - (iii) supporting the work completed by Mentors and Key Mentors as a contribution to the Continuing Professional Development requirements for teachers of the QCT;
- (i) having an alternative program in place for Interns who may withdraw or be withdrawn from the Internship Program; and

- (f) ensure that, during the period of the internships, the Interns are allocated between 30% and 50% of the regular face-to-face teaching normally undertaken by a Mentor or a Key Mentor;
- (g) ensure the Intern is inducted to school practices and policies as required prior to commencement of an internship;
- (h) support the Interns' professional development in accordance with Employer induction procedures;
- (i) facilitate Key Mentors' and Mentors' participation in an in-service program provided by JCU, including preparatory and evaluation meetings;
- (j) facilitate Key Mentors' and Mentors' participation in the Internship Program;
- (k) ensure that members of the school community are informed of the Internship Program;
- (l) encourage the school community to accord to the Interns the status and authority commensurate with the position;
- (m) ask the University Internship Coordinator to withdraw an Intern from the Internship Program should circumstances warrant and after due consultation with relevant school personnel and the University Internship Coordinator; and
- (n) provide a statement of service detailing the Intern's role in the Internship Program on the completion of the Intern's internship.

6.3 Responsibilities of Mentors and Key Mentors

- (a) The Employers will ensure that the Mentors and/or Key Mentors at the Participating Schools for which they are responsible will:
 - (i) consult with the principal and members of the school community to propose projects for the Internship Program focusing on the promotion of social and environmental responsibility, the supporting of self-determination within communities, and the sustainment of learning partnerships with community agencies, industry and business;
 - (ii) consult with the principal and members of the school community to approve or decline projects or individual internships proposed as part of the Internship Program application process;
 - (iii) support Interns' participation in the Internship Program;
 - (iv) appropriately supervise the Interns during their internships;
 - (v) give each Intern the opportunity to plan, prepare, implement, assess and evaluate specified teaching programs during 30% to 50% of the Mentor's or Key Mentor's regular face-to-face teaching;
 - (vi) exercise accountability for the oversight and management of their classes' curriculum, co-curriculum and assessment programs involving:
 - (A) developing the Intern's understanding of duty of care provisions and legal risk management of curricular and co-curricular activities and relevant school policies;
 - (B) conducting collaborative planning and review sessions, in lieu of attendance at lessons, to guide and support the Interns;

- (j) have responsibility for undertaking disciplinary action against an Intern (if JCU determines it to be necessary).

6.5 Responsibility of the Interns

(a) Prospective Interns will:

- (i) apply to JCU's Professional Experience Unit and Subject Coordinator of the Subject for entry to the Internship Program via an expression of interest;
- (ii) acknowledge that Participating Schools are able to approve or decline an Intern or project; and
- (iii) acknowledge that the expressions of interest will be reviewed by representatives of the parties in this Agreement and Participating Schools.

(b) JCU will use reasonable endeavours to ensure that Interns:

- (i) complete preparatory tasks as part of the Subjects;
- (ii) prepare a plan for the Internship Program in collaboration with their Mentors and/or Key Mentors and the University Internship Coordinator. The teaching programs must not exceed 50% regular face-to-face teaching of the Mentor or Key Mentor;
- (iii) undertake to develop sound understanding of duty of care provisions and legal risk, management of curricular and co-curricular activities, and relevant Participating School policies; and
- (iv) present their learning from their involvement as an Intern for assessment as part of the Subject.

6.6 Responsibility of the University Internship Coordinator

JCU will ensure that University Internship Coordinators:

- (a) facilitate the distribution of student initiated Internship Program project proposals to the wider school community;
- (b) provide structured, collaboratively planned in-service programs to prepare the School Internship Coordinator, Interns, Mentors and the Key Mentors for their new roles and responsibilities;
- (c) ensure support of Mentors and Key Mentors, including acknowledgment of the Mentors' and Key Mentors' role in the Internship Program;
- (d) oversee transparent Intern selection processes to ensure that all Interns selected meet the QCT requirements for an internship authorisation, have an appropriate academic record and a valid positive notice blue card issued by the Queensland Government under the *Working with Children (Risk Management & Screening) Act 2000 (Qld)* at the commencement of their internship;
- (e) establish a site on LearnJCU to support Interns, Mentors, Key Mentors and schools during the Internship Program;
- (f) offer collaborative assistance and support to School Internship Coordinators, Mentors, Key Mentors and Interns in relation to professional development needs emanating from the Internship Program;

- (g) after consultation with an Intern, School Internship Coordinator, principal, Mentor and/or Key Mentor, undertake the withdrawal of an Intern from an internship at a Participating School where circumstances warrant such an action to be taken or where it is required by a principal;
- (h) ensure JCU Subject Coordinator(s) undertake and exercise full responsibility for the Interns' assessment within the Subject component; and
- (i) ensure that each internship is evaluated and that debriefing sessions for the participants are arranged.

6.7 Responsibility of the Subject Coordinator

JCU will ensure that the Subject Coordinators:

- (a) promote Internship Program opportunities and projects to Interns;
- (b) ensure the completion of a pre-placement assessment task that ensures a sound understanding of sustainability and its place in education programs assessed on a pass or fail basis only;
- (c) ensure the completion of a post-placement assessment task assessed on a pass or fail basis only that promotes reflection on the learning within the Internship Program experience;
- (d) advise the University Internship Coordinator of any concerns with completion of assessment tasks;
- (e) provide adequate opportunities for debriefing of each internship; and
- (f) promote the work of Internship Programs on the LearnJCU site.

6.8 Substitute Teaching

The Parties agree that:

- (a) the Interns must not be used as supply or substitute teachers;
- (b) the work of the Interns should be substantial and contribute to the future direction of the Participating School; and
- (c) the Mentor and/or Key Mentor must not be used for substitute teaching in the non-contact time while an Intern is responsible for teaching their classes.

6.9 Absence of the Mentor and/or Key Mentor

The Parties agree that:

- (a) if a Mentor and/or Key Mentor is absent from a Participating School, the Employer must ensure that the School Internship Coordinator takes responsibility for the allocation of an alternative Mentor and/or Key Mentor,
- (b) should the Mentor and/or Key Mentor, through illness or other unforeseen circumstances, be unavailable to complete the commitment to the Intern, a suitable Mentor and/or Key Mentor will be sought within the Participating School; and
- (c) should no alternative Mentor and/or Key Mentor be available, then:
 - (i) the participation of the Intern will revert to a practicum and the supervising teacher be paid by JCU in accordance with the

Practice Teaching in Schools Industrial Agreement entered into on 15 October 1992; or

- (ii) JCU and the Participating School will agree to the termination of the internship and the University Internship Coordinator (with the Subject Coordinator) will ensure the Intern is supported in meeting any assessment requirements.

6.10 QTU and IEUA-QNT support for Interns

The Parties agree that:

- (a) Interns are eligible for free Associate Membership of the QTU and/or IEUA-QNT, and are encouraged by both QTU and IEUA-QNT to join;
- (b) QTU Associate Membership entitles student members to attend union branch meetings (but excludes voting), to receive copies of the Queensland Teachers' Journal, and to receive professional and industrial advice from Union Officers relating to work in schools and employment in government schools;
- (c) IEUA-QNT Associate Membership entitles student members to free industrial and professional advice and the provision of regular Union journals; and
- (d) IEUA-QNT Associate Members have access to job application kits and professional development to assist members seeking employment in the non-government sector.

7. INTELLECTUAL PROPERTY

- 7.1 The Parties acknowledge that any intellectual property rights and title to, or in relation to, any material created by the Intern as a result of the Internship Program will vest, upon creation, in the Intern.

8. INSURANCE

- 8.1 JCU, must, for the term of this Agreement, take out and maintain the following insurance policies to cover the Interns:
 - (a) public liability insurance;
 - (b) professional indemnity insurance; and
 - (c) student personal accident insurance.

- 8.2 JCU must provide a copy of the certificates of currency for the insurance policies referred to in clause 8.1 to the Parties within 7 days of a request for them.

9. INDEMNITY

JCU indemnifies and releases the Employers from and against all actions and claims which may be brought against or made on an Employer arising out of or in connection with a negligent act or omission of an Intern whilst participating in an internship, except to the extent that any action or claim is brought or made as a result of a negligent act or omission of the Employer or an employee, contractor or officer of the Employer.

10. PRIVACY

- 10.1 This clause 10 applies only where a party other than JCU (the “**School Parties**”) receives or deals with Personal Information of a JCU student and/or any JCU staff member when, and for the purposes of, this Agreement and/or performing its obligations under this Agreement.
- 10.2 Unless authorised by statute or other law and when dealing with Personal Information of the JCU student and/or any JCU staff member, the School Parties must, and must ensure that all Participating Schools for which they are responsible:
- (a) comply with parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) as if they 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 School Parties or a Participating School 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 School Parties under this clause 10;
 - (g) immediately notify JCU if a School Party 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 a School Party (or to a Participating School for which they are responsible) 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 School Party will provide JCU with a statement signed by the School Party, certifying that the School Party has complied with this clause 10.2(h).
- 10.3 The School Parties must immediately notify the JCU student and/or the JCU staff member (as applicable) and JCU if the School Party 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 10 by the School Party or any agent or contractor (including any Participating School for which the School Party is responsible).
- 10.4 The provisions of this clause 10 will survive the termination or expiration of this Agreement.

11. WORK HEALTH AND SAFETY

11.1 Each School Party will ensure, so far as is reasonably practicable, that any place at a Participating School for which the School Party is responsible, at which an Intern undertakes an internship (the “**Workplace**”), the means of entering and exiting the Workplace and anything arising from the Workplace are without risks to the health and safety of the Intern. In doing this, the School Parties will ensure that:

- (a) safe systems of work are provided and maintained;
- (b) safe plant and structures (where applicable), including safe use, handling and storage of plant, structures and substances are provided and maintained;
- (c) all protective equipment, training and supervision necessary for the internship to be conducted in a manner that, so far as reasonable practicable, is safe and without risks to the health of the Intern is provided and maintained;
- (d) Interns are provided with workplace inductions that include relevant information, training, instruction or supervision that is necessary to protect the Interns from risks to their health and safety arising in the course of work, study or research as part of the conduct of the business or undertaking;
- (e) the health of the Interns and the conditions at the workplace are monitored for the purpose of preventing illness or injury;
- (f) an emergency plan, a first aid procedure and appropriate first aid kit is provided and maintained at each Workplace;
- (g) all accidents, incidents and hazards are appropriately recorded and/or monitored; and
- (h) all work practices involving the Intern are in accordance with the *Work Health and Safety Act 2011* and any subordinate legislation or regulations or Codes of Practice (the “**Work Health and Safety Legislation**”).

11.2 JCU will instruct the Interns to:

- (a) take reasonable care for their own health and safety;
- (b) take reasonable care to ensure their acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply with any reasonable instruction that is given by the School Parties (and/or Participating Schools) to assist the School Parties in complying with the Work Health and Safety Legislation.

11.3 The School Parties will provide (and will ensure that any Participating School for which they are responsible provides) all reasonable assistance to JCU in order to enable JCU to be and remain satisfied that the health and safety of the Intern is ensured, so far as is reasonably practicable. This may include assistance for the completion of a risk assessment and development of controls to eliminate or mitigate any risks to the student’s health or safety.

11.4 The School Parties will ensure that JCU is notified in writing within 24 hours after the occurrence of any accident, incident or injury which affects an Intern or in which an Intern is involved during an internship.

11.5 JCU reserves the right to withdraw an Intern from an internship at any time without notice if it forms concerns about the Intern's safety and/or wellbeing while undertaking the internship.

12. RESOLUTION OF DISPUTES

12.1 Subject to clause 12.7, if a dispute arises out of or in connection with this Agreement (a "Dispute") the parties will cooperate with each other in good faith to resolve the dispute before turning to civil action.

12.2 For the purposes of this clause 12, a Dispute will have arisen between the Parties when one Party gives notice to that effect to the other Parties.

12.3 If the Parties are unable to resolve a Dispute internally within 21 days after the Dispute has arisen, the Dispute will be subject to mediation for a period of up to 14 days (or longer period agreed between the Parties) by a mediator appointed by the Queensland Department of Justice and Attorney-General Mediation Service in Townsville, Queensland. The Parties to the mediation will be responsible for the costs of the mediator in equal shares.

12.4 Any information or documents obtained as part of the reference under this sub-clause must not be used for any purpose other than the settlement of the Dispute under this clause.

12.5 If the Dispute is not resolved within the mediation period of 14 days (or longer as agreed) referred to in clause 12.3, any Party to the Dispute may then, but not earlier; commence proceedings.

12.6 Each Party must continue to perform this Agreement (other than in respect to the matters which are in dispute) notwithstanding the existence of a Dispute or any proceedings under this clause.

12.7 This clause 12 does not apply where a Party commences legal proceedings for urgent interlocutory relief.

13. GENERAL PROVISIONS

13.1 Variation

This Agreement may only be varied by mutual agreement of all of the Parties in writing.

13.2 Notices

(a) Any notice or communication given under or about this Agreement must be:

(i) in writing; and

(ii) delivered, sent by ordinary prepaid post or sent by facsimile to the addressee's address or facsimile number (as the case may

be) specified in this agreement, or another address or facsimile number notified by the addressee.

- (b) A notice or other communication given under or about this Agreement is taken to be received (as the case may be):
 - (i) if delivered personally, on the Business Day it is delivered;
 - (ii) if sent by ordinary prepaid post, 5 Business Days after posting; or
 - (iii) if sent by email, when the sender receives confirmation that the email has been transmitted to the addressee's email in its entirety.

13.3 Governing Law

The laws in force in Queensland govern this Agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that state.

13.4 Invalidity of Provisions

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the invalid provision which shall be deemed deleted.

13.5 Waiver

- (a) A right under this Agreement will only be waived where the waiver is in writing and is signed by the relevant Party.
- (b) A waiver by a Party will not prejudice its rights in respect of any subsequent breach of this Agreement by another Party.

13.6 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter. Any prior arrangements, agreements, representations or undertakings are superseded pursuant to the subject matter of this Agreement.

13.7 Further Assistance

The Parties will sign all documents and do all things necessary or desirable to give effect to this Agreement and will procure their officers, employees and agents to sign all documents and do all things necessary or desirable to give full effect to this Agreement.

13.8 Counterparts

This Agreement may be executed in any number of counterparts including by exchange of electronic copy. All counterparts together make one instrument.

Executed as an Agreement

SIGNED for JAMES COOK UNIVERSITY by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for THE STATE OF QUEENSLAND acting through the Department of Education and Training by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for the ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF TOWNSVILLE (THROUGH TOWNSVILLE CATHOLIC EDUCATION OFFICE) by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for the ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CAIRNS (THROUGH CATHOLIC EDUCATION SERVICES) by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for the QUEENSLAND TEACHERS' UNION OF EMPLOYEES by

(Print name) GRAHAM MOLONEY Signature G. Moloney

(designation) GENERAL SECRETARY

in the presence of:

Witness (Print Name) Leah Mertens Signature L. Mertens.

SIGNED for the THE INDEPENDENT EDUCATION UNION OF AUSTRALIA – QUEENSLAND AND NORTHERN TERRITORY BRANCH by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for the INDEPENDENT SCHOOLS QUEENSLAND LTD by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

SIGNED for QUEENSLAND COLLEGE OF TEACHERS by

(Print name) _____ Signature _____

(designation) _____

in the presence of:

Witness (Print Name) _____ Signature _____

L. Mertens

GENERAL SECRETARY