

Governance and Guidelines

WORK-INTEGRATED LEARNING ACTIVITIES

Macquarie's Work-Integrated Learning (WIL) programs operate within an ethically and legally sound framework. The following information outlines the legal and operational parameters.

How WIL Works

Students undertake WIL activities through a wide range of WIL units offered across Macquarie's degree programs.

Academic and Professional staff work together to ensure students are adequately equipped to complete the activity, host supervisors are supported, and the learning outcomes of the unit are achieved.

Legal and operational topics covered in this module include:

- Work Health and Safety
- Fair Work Act 2009
- Insurance
- Background and Health Checks
- Disability
- Intellectual Property and Copyright

A Safe and Fair Environment

WORK HEALTH AND SAFETY

Macquarie University is committed to maintaining the highest standard of health and safety for all its staff, students, contractors and visitors. Everyone has the right to be safe at work, including WIL students undertaking vocational placements. All parties play a role in ensuring a safe work environment.

All NSW employers are legally required to comply with the NSW Work Health and Safety (WHS) Act 2011. Employers in other states and territories are governed by similar laws.

Under the WHS Act the 'Person Conducting a Business or Undertaking' (PCBU) has the primary duty of care to ensure workers and visitors are safe.

The PCBU must, so far as is 'reasonably practicable', provide and maintain a safe work environment, safe structures, and safe systems of work. It must also supply appropriate facilities to ensure the welfare of workers and provide adequate training and supervision. This obligation includes protection from bullying and harassment.

During the WIL activity the host organisation (PCBU) is obliged to ensure the student is safe, just as they would for all other workers and visitors. Students must also take all reasonable precautions to ensure their own health and safety, as well as the health and safety of others.

When completing the activity details, host organisations must undertake the Work Health Safety Check.

FAIR WORK ACT 2009

The Fair Work Act recognises formal work experience arrangements that are a mandatory part of a student's course. These are considered vocational placements if:

- the host organisation is a national system employer
- the placement is a requirement of the course (all WIL activities meet this criteria)
- the course offered is authorised under a Commonwealth, State or Territory law (all WIL activities meet this criteria)

Unpaid WIL activities are classified as vocational placements under the Act. If a student is paid for the WIL activity they will be classified as an employee and all employee entitlements and provisions should apply.

Please note: If a student extends their placement beyond the scope of what is required for the WIL unit, the placement may no longer be considered a vocational placement under the Act. In this case both parties should consider whether an employment relationship has been formed.

To see the Fair Work Act or for further information about student placements, work experience and internships see the [Fair Work Australia website](#).

NATIONAL SYSTEM EMPLOYERS

The Fair Work system covers most Australian workplaces. Employers and employees who aren't covered by the Fair Work system will be covered by their state system. Those not covered include:

- employees employed by state government and local governments (unless their employer has a registered agreement in the national system)
- many employees employed in Western Australia

Employers and employees who are not covered by the national system should contact the relevant state body for help.

Insurance Cover and Background Checks

INSURANCE

Under the University's insurance coverage, students engaging in a WIL activity are covered by:

Personal Accident Insurance

Public Liability Insurance

In certain cases

Travel Insurance

(when a WIL activity requires a student to travel more than 50km from the University or overnight accommodation is required)

The cover is generally valid for the duration of the approved WIL activity for activities directly relating to the WIL placement, providing the student is enrolled in a WIL unit and the activity has not commenced prior to the unit start date. (Terms and conditions apply. For more details, please contact the relevant Macquarie University staff). In some cases, students may apply to begin their activity before the activity must be approved before the student commences to ensure coverage under the University's insurance policy.

INSURANCE

The University provides Personal Accident and Public Liability Insurance and where relevant Travel Insurance for the student while they are undertaking the activity. For a letter confirming insurance coverage, or a copy of the Certificate of Currency, contact the relevant WIL staff.

PLEASE NOTE: All host organisations must also have current Public Liability Insurance for \$10,000,000 or more.

BACKGROUND CHECKS

Some host organisations may require students to complete certain background checks and/or clearances in cases where students will be working with children, young people, people with disabilities, the frail-aged, at-risk clients, and government/statutory agencies. These background checks/clearances may include; Working with Children Check; National Criminal Record Check; health screening/immunisation; and/or completion of other documentation.

Information about required background checks and/or clearances is collected from the host organisation prior to commencement of the WIL activity. The Unit Convenor or the WIL team will consult the host organisation:

- about any required clearances;
- to determine who will arrange for the clearances to be obtained; and
- to determine who pays for the clearances where there is a cost incurred.

Host organisations should verify that the required background clearances are obtained before the student commences their activity.

Some checks can take several weeks to obtain, so it is essential that the process is undertaken as early as possible to ensure the student may commence the WIL activity on time.

All components of WIL activities are to be ethical in operation – from design and implementation through to management.

Ethical Framework

Macquarie University is committed to upholding the ethical standards set out in the University Ethics Statement including:

- Integrity
- Respect
- Equality
- Responsibility
- Justice

Students and host organisations are required to work on activities that align with these values and standards. University staff review WIL activities prior to commencement to ensure they are ethical in operation.

ETHICAL PRACTICE

Ethical practice is the responsibility of all stakeholders, including the host organisation, student and University.

Host supervisors should educate students on any relevant professional codes of conduct and ensure they understand confidentiality and/or privacy obligations.

Ethical practice involves appropriate supervision of students on a WIL activity, open communication between the host supervisor, student and University staff, and a clear delineation of responsibilities. This is to ensure activities are enriching and worthwhile for all parties.

CODE OF CONDUCT

All students are bound by the Macquarie University [Student Code of Conduct](#) and so must not participate in activities that contravene this Code.

RESEARCH

In a small number of cases students may undertake a research project under the direction of a Macquarie University researcher. The principal investigator must obtain any required ethics approval before the student commences the activity. For further information contact the [Integrity Secretariat](#).

Other Considerations

DISABILITY

Macquarie University is committed to supporting both students and host organisations to ensure that WIL activities are successfully completed.

Students with a disability or medical condition can be supported with special arrangements. University staff can develop an Individual Education Access Plan to accommodate their needs. This plan may include reasonable adjustments to the WIL activity.

Adjustments are considered on a case-by-case basis. Examples may include flexible work hours or ergonomic equipment. These arrangements may be discussed with the host organisation where appropriate. University staff will also offer support to the host organisation throughout the WIL activity.

INTELLECTUAL PROPERTY AND COPYRIGHT

Occasionally a WIL activity may give rise to Intellectual Property (IP) rights, and all parties should be clear about these rights.

IP is a term that describes the application of the mind to develop something new or original. IP may exist in various forms, such as a new invention, brand, design, software program or artistic creation.

The law in Australia states that IP rests with the creator. However, the creator can assign the IP rights to another party by written agreement. For example, most employment contracts contain a clause requiring an employee to assign all rights to IP created during their employment to the employer.

If it is likely for IP to be generated during the WIL activity, both the host organisation and the student should agree upfront about how the IP rights will be assigned. Relevant considerations might include:

- Were the host organisation's resources used in the creation of the IP?
- Did the student work as part of a team whose combined work created the IP?
- Did the host organisation contribute “background IP” to the project, that is, was the activity building on something already started by the host organisation?
- Was the creation of the IP also supported by University staff?
- What is the likely commercial return on the IP?
- Does any proposed agreement include the obligation to acknowledge the creator of the IP?

Macquarie's Expectations of Host Organisations

AS RESPONSIBLE AND ETHICAL HOST ORGANISATIONS, MACQUARIE UNIVERSITY REQUESTS ORGANISATIONS HOSTING OUR STUDENTS TO:

- Provide University staff with correct and sufficient information to allow them to undertake a risk assessment of the activity.
- Demonstrate that the organisation provides a safe work environment and safe systems of work as required by the WHS Act 2011.
- Ensure the student receives appropriate safety induction on arrival so the student is aware of the organisation's WHS and emergency evacuation policies and procedures
- Provide adequate supervision of the student during the course of the activity
- Provide any special training that may be required if a student will be performing a role for which regular employees would receive special training.

Macquarie is committed to student safety. University staff undertake a risk assessment of all proposed WIL activities to ensure risks are identified and mitigated. In some cases, such as where the activity takes place on campus, a simplified process of risk assessment applies. Where potential "out of the ordinary" tasks are anticipated, more detailed assessment may be required.

Sometimes it may be necessary for WIL staff to ask the host organisation more questions or for one of the University's Health and Safety staff to visit the site before the activity is approved. Usually, the risk assessment process will be relatively simple, provided sufficient information has been provided by the host organisation.

The University has a duty of care to all students, and this extends to when they are placed with external organisations.

Roles And Responsibilities

INCORPORATING TERMS AND CONDITIONS

The University, host organisations and students each have an important role to play to ensure the success and mutual benefit of the WIL activity.

Before a student can start their WIL activity both the host organisation and student must agree to abide by certain roles and responsibilities. These are outlined on the following pages.

THE UNIVERSITY WILL:

1. Provide the host organisation with relevant information regarding the WIL unit/s, including relevant learning outcomes, assessment tasks and any reporting requirements;
2. Work with the host organisation (and student where appropriate) to design a WIL activity that satisfies the needs of the organisation and the academic requirements of the unit
3. Monitor and evaluate the quality of the WIL activity;
4. Ensure the proposed WIL activity, where appropriate, passes through the University's ethics clearance procedure;
5. Provide Third Party Public Liability and Personal Accident and where relevant Travel Insurance Coverage for students undertaking a PACE activity, for the duration of the activity. Insurance covers any damage to third party persons or property in the course of the WIL activity and personal injury, including that incurred during travel to and from the partner workplace;
6. Provide Third Party Public Liability and Personal Accident Insurance coverage for guest speakers while they are on campus as part of a WIL activity;
7. Refrain from using the host organisation's trademarks, trade names or business names without prior written consent;
8. Not disclose or use any confidential information acquired during the course of a WIL activity other than strictly necessary for the activity and not copy or allow any other person to copy any confidential information other than strictly necessary for the WIL activity;
9. Undertake a risk assessment of the WIL activity prior to the student/s commencing the activity;
10. Provide a contact person who will liaise with the host organisation and the student/s throughout the duration of the WIL activity;
11. Take responsibility for the discipline of the student (if required) and overall responsibility for assessing the academic performance of the student.

THE HOST ORGANISATION WILL, FOR THE FOLLOWING ACTIVITY TYPES:

- Internships
 - Professional Experience and/or Practicum
1. Host a student or group of students to undertake a WIL activity;
 2. Work with the University (and/or the student where appropriate) to design a WIL activity that satisfies the needs of the host organisation and the academic requirements of the unit.
 3. Nominate a supervisor who will provide support and supervision to the student/s;
 4. Complete a survey or report about the student's attendance or performance if required. If this is a requirement, supervisors would be advised about this prior to the activity commencing;
 5. Provide sufficient resources/facilities for the student/s to undertake the WIL activity;
 6. Provide the student/s with an orientation at the beginning of the WIL activity informing them about: work health and safety requirements; emergency procedures; harassment, bullying and anti-discrimination policies; dress standards; confidentiality and privacy requirements; internet policies practices and ethical guidelines; any special training required for their role;
 7. Negotiate in good faith with the student/s if it is considered that their work during a WIL activity will, or is likely to generate Intellectual Property rights, and if required, enter into a separate agreement with the student/s relating to Intellectual Property rights ownership. If this agreement provides that intellectual property created by the student during the WIL project vests in the host organisation, then the agreement must also provide that either:
 - the student retains copyright in all written material created for the purposes of their assessment or reporting obligations to the University; or
 - the organisation grants the student a non-exclusive royalty free perpetual licence to use the intellectual property for the purposes of the student's assessment or reporting obligations to the University;
 8. Provide the required Work Health and Safety information to enable the University to complete a risk assessment of the WIL activity prior to the student/s commencing the activity.
 9. Comply with the Work Health and Safety laws of the state or territory where the WIL activity will be undertaken;
 10. Advise the University and the student/s of any necessary clearances that the student/s will need to undertake the WIL activity and verify the results (e.g. working with children check, police checks, vaccinations);
 11. Be able to provide evidence that they hold \$10,000,000 or more Public Liability Insurance when requested;
 12. Acknowledge, where possible, the student's role in authoring or contributing to any materials produced during the WIL activity;
 13. Provide the student with feedback on their work and help them to resolve any difficulties they experience, when appropriate;
 14. Contact the Macquarie University WIL staff as soon as possible, should there be any changes or issues relating to the agreed activity or the student's participation or conduct;
 15. Providing it doesn't impinge on confidentiality requirements, allow the Unit Convenor to view the WIL activity and/or materials for the purposes of assessing the student's performance in the WIL unit; and
 16. Acknowledge that any personal information that may be collected in the course of the WIL activity is protected by the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), and the Health Records and Information Privacy Act 2002 (NSW).

THE HOST ORGANISATION WILL, FOR THE FOLLOWING ACTIVITY TYPE:

- Community/Industry Project
 1. Work with a group of students to undertake a WIL activity;
 2. Work with the University (and/or the student where appropriate) to design a WIL activity that satisfies the needs of the host organisation and the academic requirements of the unit;
 3. Nominate a representative who will provide support and supervision to the student/s;
 4. Provide sufficient resources for the students to undertake the WIL activity, including presenters, lectures and/or online forums, and, where appropriate, presentation slides/notes as agreed in consultation with the Macquarie University;
 5. If appropriate, provide the students with an orientation at the beginning of the WIL activity informing them about ethical guidelines and confidentiality and privacy requirements;
 6. Negotiate in good faith with the student/s if it is considered that their work during a WIL activity will, or is likely to generate Intellectual Property rights, and if required, enter into a separate agreement with the student/s relating to Intellectual Property rights ownership. If this agreement provides that intellectual property created by the student during the WIL project vests in the host organisation, then the agreement must also provide that either:
 - a. students retain copyright in all written material created for the purposes of their assessment or reporting obligations to the University; or
 - b. the organisation grants students a non-exclusive royalty free perpetual licence to use the intellectual property for the purposes of the student's assessment or reporting obligations to the University;
 7. Comply with the Work Health and Safety laws of the state or territory where the WIL activity will be undertaken;
 8. Advise the University and the student/s of any necessary clearances that the student/s will need to undertake the WIL activity and verify the results (e.g. working with children check, police checks, vaccinations);
 9. Acknowledge, where possible, the student's role in authoring or contributing to any materials produced during the WIL activity;
 10. Provide the student with feedback on their work and help them to resolve any difficulties they experience, when appropriate;
 11. Provide reports, as advised, on the student's performance in the WIL activity, when appropriate;
 12. Acknowledge that any personal information that may be collected in the course of the WIL activity is protected by both the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), and the Health Records and Information Privacy Act 2002 (NSW).

THE STUDENT WILL:

1. Complete any appropriate health checks, vaccinations and any other clearances deemed necessary by the host organisation;
2. Take all necessary precautions to ensure their own health, safety and welfare, as well as the health, safety and welfare of others;
3. Abide by and cooperate with the host organisation with respect to all rules, requirements, and procedures of the host organisation, including those dealing with Work, Health and Safety requirements; emergency procedures; harassment, bullying and anti-discrimination policies or processes; child protection policies and laws; dress standards; confidentiality and privacy requirements; internet policies and ethical guidelines;
4. Complete the required time commitment, assessment tasks and all other requirements of the activity and unit;
5. Treat all staff and peers with courtesy and respect and treat everyone equitably, irrespective of gender, race, disability, cultural background, religion, age, political conviction, age, sexual orientation or medical condition;
6. Behave in a way which protects the reputation and good name of Macquarie University;
7. Ask for and accept feedback and advice about their work;
8. Advise the host supervisor (if appropriate) and the Unit Convenor or WIL staff if they cannot attend work or participate in the WIL activity due to sickness or other personal circumstances at the earliest possible time;
9. Negotiate in good faith with the host organisation and enter into a separate agreement with them relating to Intellectual Property rights ownership;
10. Keep private any information learnt about the workplace, its clients or employees in accordance with the host organisation's confidentiality policy. Acknowledge that any personal information that may be collected in the course of the WIL activity is protected by the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), and the Health Records and Information Privacy Act 2002 (NSW).
11. Not present themselves as a representative of the host organisation in any form of media or communication without prior written permission from the host organisation. The student must also seek approval from the host organisation about message content in all such communications.
12. Agree that photos and videos from their WIL activity, provided by them or from any other source, can be used for Macquarie University's promotional use. They understand that the finished product may be made available online, to a potential worldwide audience via the internet and that any comments, captions, quotes or testimonials provided may be edited for formatting and content constraints. They furthermore agree that they hereby waive any right claim, any compensation or royalties from Macquarie University for the use of their photos and videos as stated in this clause and that this release is binding, irrevocable, worldwide and perpetual and will be governed by the laws of the State of New South Wales, Australia.

STUDENT UNDERTAKING

All students enrolled in a WIL unit must agree to a student undertaking containing these Roles and Responsibilities. If students have questions about this process, they should contact the WIL team via [Service Connect](#).

PRIVACY

The University will collect, use, disclose, and manage students' personal and health information in accordance with privacy legislation, as explained in the University's [Privacy Management Plan](#).