



**Yarra College**  
Australia

## Practical Placement Agreement

**Insert Course Code and Title**

Student name:	XXX
Host Employer name	XXX
RTO name:	<b>Yarra College Australia</b>

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**Practical Placement Agreement**

**This Agreement** is dated .....and made

**Between**        **Yarra College Australia**

**ABN:**

**Address:**

**Phone:**

**and**

Registered Company/Business Name:	XXXXXXXXXX
ABN:	XXXXXXXXXX
Trading as:	XXXXXXXXXX
Address:	XXXXXXXXXX
Phone:	XXXXXXXXXX

- A. The RTO is in the business of training students under the Standards for RTO’s, and providing practical placement opportunities with Host Employers where required.
- B. The Host Employer agrees to host the student(s) from time to time in accordance with the terms and conditions set out in this Agreement.
- C. This Practical Placement Agreement sets out the terms on which **Insert RTO name** will place the student with the Host Employer for the purpose of undertaking Practical Placement of **140 hours** for the nominated student undertaking the Insert Qualification in the workplace as described below.
- D. This Practical Placement Agreement is intended to inform Host Employers and Students of their role and responsibilities in contributing to the **delivery of mandatory Practical Placement**. It will also outline the role and responsibilities of **Insert RTO name** as an RTO.
- E. The agreement is valid for a **minimum of 12 months** from the date of final validation/ verification of the workplace facilities
- F. This Practical Placement Agreement may be terminated at any time by any party on the provision of written notice to both other parties.

**Terms of this Agreement**

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1. **Placement**

- 1.1 The RTO shall be and remain at all times the RTO of any student/s placed with the Host Employer;
- 1.2 The RTO provides no work directly to any students but indirectly provides work to students that it places with the Host Employer.

2. **Host Employer**

- 2.1 The Host Employer is responsible for deciding on the student’s suitability prior to offering them a practical placement (Insert RTO name does not make any representations about the student’s suitability or ability to undertake the practical placement)
- 2.2 The Host Employer will execute the Practical Placement Agreement Schedule as documented this form for each Student it hosts.
- 2.3 The Host Employer agrees to host Students for the minimum period outlined in item 4 of the Schedule (and will not exceed the time period of 120 hours).

3. **Obligations of the RTO**

The RTO:

- 3.1 Will provide equal opportunity to all students in accessing placements and provide for reasonable adjustment where necessary.
- 3.2 Will make contact with Host Employers and negotiate the practical placement program, including the student selection process and the type of training that placed students will undertake.
- 3.3 Will ensure there is a written practical placement agreement between the RTO and the Host Employer (this agreement).
- 3.4 Ensure that the practical experience undertaken by the student on practical placement is:
  - o directly related to, and is at the appropriate skill level, for the training outcomes of the unit of competency or course it is providing, and
  - o useful for vocation and employment outcomes of the course it is providing.
- 3.5 Must discuss student safety with the Host Employer and ensure that a Student is not placed in a work situation where there are:
  - o general unacceptable practical placement risks or working conditions
  - o specific unacceptable risks or hazards due to the Student’s age, maturity, ability, disability or medical condition
- 3.6 Will conduct a resources and equipment check of the Host Employer facilities to ensure that the student will have access to the required resources and equipment to support learning and the assessments undertaken during the practical placement (External Site Checklist- Practical Placement Facility in Attachment B)
- 3.7 Will remain the RTO of any Students placed with the Host Employer.

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- 3.8 Will ensure that both the Host Employer and Student have read, signed, and have a copy of, the approved Practical Placement Agreement.
- 3.9 Will provide the Host Employer and Student with the contact details of the Trainer/ Assessor or another suitable person at **Insert RTO name**.
- 3.10 Will ensure the student has been delivered the following units before undertaking practical placement (as some of the assessment is to be done in the practical placement):
  - HLTWHS002 Follow safe work practices for direct client care
  - HLTINF001 Comply with infection control policies and procedures
- 3.11 Will collect the signed Induction Checklist/ Declaration from the student.
- 3.12 Make contact with and visit, the Host Employer and Student during the Practical Placement to monitor Student progress, provide support as required, and conduct practical demonstration assessments with the Student.
- 3.13 Must terminate the program immediately if there is any concern that the Student's physical or emotional health and safety is placed at risk.

#### 4. Student Obligations to the Host Employer and the RTO

The Student must:

- 4.1 Obtain a current clear Police Check prior to commencing the practical placement
- 4.2 Produce COVID-19 Vaccination Certificates as requested / required at the time of placement
- 4.3 Is required to adhere to any specific facility conditions of entry (i.e. COVID testing, temperature checking, PPE requirements).
- 4.4 Attend the workplace on each day at the agreed time (it is suggested that you arrive at the placement up to 10 minutes before the scheduled start time to ensure you start on time)
- 4.5 Dress in accordance with workplace guidelines.
- 4.6 Is responsible for their transport to and from the Host Workplace.
- 4.7 Participate in an induction on the first day of the placement or as required. Make sure you understand the workplace health and safety (WHS) procedures, and any issues regarding confidentiality of information. When your induction is complete, sign the Workplace Induction Checklist/ Declaration form with the Host Employer, and give the signed form to your Trainer.
- 4.8 Be punctual, courteous and act in a manner appropriate to a practical placement.
- 4.9 Take only the allocated time for meal breaks and rest pauses and return promptly to your work
- 4.10 Ensure you do not undertake any personal activities (including using mobile phones or other communication technology for personal purposes) during unscheduled meal and rest breaks
- 4.11 If you are going to be absent, or late, you must phone both the Host Employer and your Trainer preferably in advance, otherwise as early as possible.
- 4.12 Complete any assessment requirements set by the Trainer, including gathering evidence of competence.

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- 4.13 Follow the company rules and follow all reasonable instructions of the Host Employer and their staff.
- 4.14 Comply with all legislative requirements of the Host Employer. Such requirements may include WHS matters, maintaining commercial confidentiality and privacy of personal information.
- 4.15 If you have access to any knowledge or information that is private and confidential during your placement, do not convey or share it with any person outside the Host Employer practical placement.
- 4.16 Comply with all WHS policies and legislation, including wearing protective clothing and using safety equipment as directed by the Host Employer or their staff.
- 4.17 Take reasonable care to protect your own health and safety, and the health and safety of others in the practical placement. This includes not attending under the influence of alcohol or drugs, or consuming alcohol or drugs at the practical placement, as this may be a risk to personal safety and/or the safety of others.
- 4.18 Report all incidents/accidents to the Host Employer and the Trainer as soon as possible after the event. You should keep a copy of the Incident Report as well as any other relevant documentation.
- 4.19 Advise **Insert RTO name** and Host Employer of your known medical factors/ conditions, including medication or treatment being taken/ given in relation to the condition that may affect you and/ or be a safety issue to the practical placement and staff, while you are on practical placement.
- 4.20 Will guarantee that any intellectual property created by the student during a practical placement remains the property of the student, unless otherwise agreed between your organisation and the student in writing prior to the commencement of the placement.

## 5. Host Employer Obligations to the RTO

The Host Employer:

- 5.1 Must check and countersign attendance sheets submitted by any Students that it hosts;
- 5.2 Must not on lease any of the Students to a third party;
- 5.3 Must assist the RTO in preparing performance reports (third party reports) on any of the Students that it hosts;
- 5.4 Must allow representatives of the RTO to conduct required Practical Placement Visits with the students that it hosts (to monitor student progress, provide support as required, and conduct practical demonstration assessments with the student)
- 5.5 Must comply with all State and Federal legislation including and not limited to; equal opportunity, affirmative action and anti-discrimination legislation;
- 5.6 Will notify the RTO as soon as practicable if the Student is absent or becomes ill in the course of undertaking the practical placement.
- 5.7 Must report immediately to the RTO any injury suffered by any Students that it hosts or any incident at the workplace which exposed a Student in the immediate vicinity of the incident to an immediate risk to the Student's health and safety;

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- 5.8 In case of an emergency, the Host Employer will contact the student’s emergency contact person and **Insert RTO name** contact immediately
- 5.9 Will ensure that the practical placement arrangement is not used as a substitute for the employment of employees or the engagement of contractors.

**6. Host Employer Obligations to the Student**

The Host Employer:

- 6.1 Must ensure that the any Students hosted receive an appropriate induction into the practical placement, and complete the Host Employers Induction Checklist / Declaration.
- 6.2 Must provide access to work environment and associated work duties in line with the ‘Practical Placement Resources and Skills Guide’ as provided in Attachment A, and the Practical Placement Supervisor Information Sheet.
- 6.3 Must provide supervision to any Students that it hosts either by constant or general instruction in accordance with guidelines provided to them by the RTO to allow those Students to be trained in a safe and harassment free environment;
- 6.4 Must provide guidance and supervision to any Students it hosts, as if they were a direct employee, and take full responsibility for the performance and conduct of any Students’ it hosts as if they were a direct employee;
- 6.5 Must provide such workplace training and instruction as would reasonably be required for the purpose of assisting any Students it hosts to gain the relevant qualification;
- 6.6 Must provide the Student with ongoing feedback and complete any assessments of the Student where these have been negotiated with the RTO
- 6.7 Must not provide any Students it hosts with work which is unsuitable or unsafe;
- 6.8 Must ensure job specific personal protective equipment and clothing are satisfactorily used or worn when required by any Students it hosts;
- 6.9 Must provide any Students that it hosts with alternative work in the event of conditions that prevent a job from being completed;
- 6.10 Must ensure the Student can contact their parent/ guardian or Trainer if necessary
- 6.11 Must maintain the confidentiality of any health information that has been disclosed in relation to the student and will only disclose this information to another party if treatment is required for a known medical condition or in the case of a medical emergency.

**7. Host Employer Health and Safety Obligations**

The Host Employer must comply with the provisions of the WHS legislation including but not limited to:

- 7.1 Maintaining a working environment that is safe and without risk to the health of any Students it hosts;

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- 7.2 Maintaining a work environment that is free of any acts of harassment (including sexual harassment and bullying);
- 7.3 Assisting the RTO in undertaking a workplace hazard inspection before it hosts any Students;
- 7.4 Monitoring the health of any Students that it hosts;
- 7.5 Keeping information and records relating to the health and safety of any Students that it hosts;
- 7.6 Nominating a person with, or persons each with an appropriate level of seniority to be the Host Employer's Occupational Health & Safety representative or representatives;
- 7.7 Providing information and supervision to any Students it hosts in such languages as is appropriate, with respect to health and safety in the workplace, including the names of persons to whom such Students may make an injury report or complaint in relation to health and safety;
- 7.8 Generally making sure that measures are in place to ensure that the workplace and the means of access to and from the workplace are safe and without risk to the health or safety of any Students that it hosts;
- 7.9 Provide any Students it hosts with health and safety training that is relevant to the industry including site specific training for each particular workplace at induction and as worksite conditions change;
- 7.10 Allow any Students to participate in site inductions, where applicable, and report the participation of any such Students in the induction to the RTO; and
- 7.11 Ensure any injured Students it hosts complete a report of injury or incident as supplied and forward the report to the RTO immediately.
- 7.12 The Host Employer must have:
  - A system for risk management that includes identification of hazards, assessment and control of risks, a system for reporting, recording and investigation of accidents/incidents and risk management procedures and training for staff;
  - Documented safe work procedures (e.g. Standard Operating Procedures). For small businesses of fewer than 5 employees, evidence of informal safe work procedures is acceptable.
  - Basic first aid equipment
  - Personal protective equipment for the student (where appropriate)

**8. Confidential information**

- 8.1 A party will not, except as expressly authorised in writing by the other party or required by law, disclose to any third party any confidential information provided by the other party during the practical placement for this course

**9. Issues arising during placement**

- 9.1 Should any impediment, problems or concerns arise at any stage during the practical placement, the party with the concern must notify the other party without delay to attempt in good faith to mutually resolve any problems.

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- 9.2 An organisation may exclude a student from a practical placement if they consider on reasonable grounds that the student’s conduct during the practical placement is inappropriate.
- 9.3 The student should use their best endeavours to complete the practical placement but is free to withdraw from the unpaid practical placement at any time.

10. **Insurance:**

- 10.1 **Insert RTO name** Public Liability Insurance Policy indemnifies all students of the RTO in situations where the student are undertaking unpaid activities required by the RTO as part of their prescribed program of study or approved by the RTO as of benefit to the student in their study.
- 10.2 The RTO’s Public Liability Insurance Policy applies irrespective of whether the activities are conducted on an RTO site or elsewhere, provided that the activities are officially sanctioned.

11. **WorkCover**

For Victorian students:

Post-secondary students of ASQA-regulated training organisations who are injured while undertaking a Practical Placement are not eligible to make a claim under the Department of Education and Training Victoria workers’ compensation insurance policy. However, they may be eligible to make a claim under other insurance arrangements the Department has in place if they are assessed as eligible by the Department’s workers’ compensation insurer. The quantum of any payment is limited to statutory benefits provided under the Workplace Injury Rehabilitation Compensation Act 2013.

12. **Termination**

- 12.1 The RTO will terminate the program immediately if there is any concern that the student’s physical or emotional health and safety is placed at risk.
- 12.2 The RTO or the Host Employer may terminate the Agreement by giving three days’ notice in writing. Such notice may be given during the placement of any Students unless the hosting has less than three days to run.
- 12.3 The RTO or the Host Employer may terminate the placement of any Students immediately in the event of serious misconduct or on completion, early completion, suspension or withdrawal from a registered arrangement, or in all other circumstances by giving seven days’ notice in writing.
- 12.4 The RTO may withdraw any Students placed with the Host Employer immediately and without payment or penalty if:
- (a) either party terminates this Agreement pursuant to clause 12.2
  - (b) the Host Employer breaches any obligation set out in clauses 5,6 or 7.

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13. **Non-solicitation**

13.1 The Host Employer must not offer direct employment to any Students that it hosts by way of employment, indenture or training agreement without the prior written approval of the RTO, unless the qualification has been fully completed by the Student.

14. **Costs and Expenses**

14.1 Each party shall pay that party’s own costs and expenses in respect of the negotiation, preparation, execution and delivery of this Agreement and any documents entered into pursuant to or in respect of this Agreement.

14.2 The student is not required to be paid for the work on the indicated practical placement.

*Note: While post-secondary students are not required to be paid for a practical placement, there is no prohibition on payment being made. However, before offering to make any payments, the relevant RTO and employer should seek professional advice on any implications that doing so might have under employment or industrial laws.*

15. **Indemnity**

In no event will **Insert RTO name** be liable to indemnify the Host Employer organisation for any loss of profits, business revenue, goodwill or anticipated savings or for any special, incidental or indirect damages or for any economically consequential damages

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## Practical Placement Agreement Schedule

This Schedule is to be completed for the placement of each Student with a Host Employer.

**Item 1 RTO:**  
**ABN:**  
**Address:**  
**Phone:**

### Item 2 Host Employer:

Registered Company/Business Name:	XXXXXXXXXXXX
ABN:	XXXXXXXXXXXX
Trading as:	XXXXXXXXXXXX
Address:	XXXXXXXXXXXX
Phone:	XXXXXXXXXXXX

### Item 3 Student:

Name: XXXX  
 Qualification: XXXX

### Item 4 Period of placement of Student with Host Employer

Hours of Work: Total hours of placement required is 140 hours.  
 The Practical Placement will be undertaken over 7 weeks as follows:

Block	Week in program	Hours	Days/ hours per day	Expected Start date	Expected End date
1					
2					
3					

Note: All student practical placement Shifts must be day shifts- no night shifts are allowed.

**Site Location:** XXX

### Insert RTO name - Contact Information

Contact Person for Student & Practical placement		
Contact Person's Title & Department		
Contact Phone Number	Office:	Mobile:
Contact Email		
<b>Declaration</b>		
I have read and understand my responsibilities under this agreement		

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Authorised <b>Insert RTO name</b> Employee Name:	Signature:	Date:
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### Student- Contact Information

Student's Name		
Student's Phone	Home:	Mobile:
Student's Email		
Medical Conditions and/or Special Considerations		
Emergency Contact	Name:	
	Home:	Mobile:
<b>Declaration</b> I have read and understand my responsibilities under this agreement, including those relating to confidentiality and WHS		
Student Signature	Signature	Date:

### Host Employer - Contact Information

Practical Placement Name		
Name and Position of Practical Placement Contact Person		
Contact Phone Number	Office:	Mobile:
Contact Email		
Name of Participant's Practical placement Supervisor (if different to contact named above)		
Supervisor Phone Number	Office:	Mobile:
<b>Declaration</b> <ul style="list-style-type: none"> <li>I have read and understand my responsibilities under this agreement and to provide access for students to the required resources and equipment</li> </ul>		
Host Employer Name:	Signature:	Date:

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**Attachment A:**

**Insert RTO name**

**Practical Placement Recourses and Skills Guide**

**Resources and Equipment.**

**The Student will require access to:**

**Skills:**

**The scope of activities that students may engage in during their practical placement are clearly defined in the logbook, and in the Practical Placement Supervisor Information Sheet.**

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**Attachment B:**

**External Site Checklist – Practical placement facility**  
**Insert Qualification Code & Title**

**Instructions to RTO Representative:**

Part of the requirements for this course is that a student must undertake a practical placement component.

Prior to finalising the practical placement agreement between the RTO, student, and practical placement supervisor, the workplace is to be reviewed to ensure a safe environment for the student. The review is to also determine if the workplace that has the appropriate facilities, equipment and resources that meet the Training Package Requirements.

This checklist is to be completed at the practical placement facility. If the workplace is not able to provide the following facilities, equipment, resources and a safe training environment for the student then the workplace will be deemed as unsuitable, the student will not be able to complete the practical placement component at this workplace.

Once the Training Manager has reviewed this document, it is to be kept on the student's file.

Workplace name:	
Workplace Address:	
Workplace Contact Number:	
RTO Representative:	
RTO Representative Signature:	
Date:	

**RTO Representative to complete:**

**Part A: Resources and equipment:**

Tick the boxes where you have sighted the following:


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**Part C - Inspection of student amenities**

Does the venue have sufficient toilets numbers for the number of expected students?  
Yes  No

Does the venue have kitchen amenities for students?  
Yes  No

Does the venue have adequate parking facilities for students?  
Yes  No

**Part D – Determination if the workplace is suitable**

Is the facility suitable for practical placement to be undertaken in?  
Yes  No

If no, what action is to be taken practical placement can occur in this workplace?

**Sign off by Training Manager:**

Name:	
Signature:	
Date:	