Dear Sir/Madam,

UQ Medicine Year 1 Observership Placement ("Placement")

(student number .................................) ("Student") is currently undertaking the Doctor of Medicine (MD) Program at the University of Queensland ("UQ"). The Student is required to complete a Placement approved by UQ as part of the Program. The Placement is to be performed in the manner outlined in the UQ Medicine Year 1 Observership Preceptor Guide and between the dates of 11 November 2019 and 30 January 2020.

I understand that your organization is willing to accept the Placement of the Student at [........................................] ("Facility"). The Placement has been approved by UQ and will commence on [.................................] and continue until [.................................].

The Faculty of Medicine Placements team is the UQ Placement Co-ordinator and will be your contact person in relation to the Student's participation in the Placement (see Appendix 1 for further details).

By signing this letter your organization agrees to provide the Student with a Placement on the terms of this letter and UQ's Standard Terms and Conditions for Placements (Observerships) which is attached at Appendix 2. The date of this Agreement will be the date of your signature indicated below or if there is no date, the date of this letter.

I would be grateful if you would sign and return the attached copy of this letter.

Yours sincerely

[Signature]

Dr Martin Wolley
Academic Coordinator - Year 1 Observership
Office of Medical Education
The University of Queensland

Copy:
Preceptor to complete:

<table>
<thead>
<tr>
<th>I have read and understood the terms and conditions of this letter and attachment/s appended or referred to, and I agree to and accept them.</th>
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<tr>
<td>Duly authorised, for and on behalf of […………………………………………………………… (“Provider”)</td>
</tr>
<tr>
<td>Signed: ................................................</td>
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<tr>
<td>Name: ...........................................................</td>
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The Faculty of Medicine, University of Queensland to complete:

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### APPENDIX 1 – PLACEMENT DETAILS

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<th>Appendix 1</th>
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<tr>
<td><strong>Student Name</strong></td>
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<td><strong>Student Number</strong></td>
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<tr>
<td><strong>Placement Start Date</strong></td>
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<tr>
<td><strong>Placement End Date</strong></td>
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<tr>
<td><strong>Full Organisation Name</strong></td>
</tr>
<tr>
<td><strong>Full Organisation Address</strong></td>
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<tr>
<td><strong>Placement Discipline/Speciality</strong></td>
</tr>
<tr>
<td><strong>Supervisor Name</strong></td>
</tr>
<tr>
<td><strong>Supervisor Email</strong></td>
</tr>
</tbody>
</table>

Please return Student Placement Agreement (SPA) to the student or Faculty of Medicine Placements team. If you have any further questions please do not hesitate to contact:

The Placements team

The University of Queensland

E [med.placements@uq.edu.au](mailto:med.placements@uq.edu.au)  P +61 7 3365 5327
APPENDIX 2 – UQ STANDARD TERMS AND CONDITIONS FOR PLACEMENTS
(OBSERVERSHIPS)

1. PLACEMENT

1.1 The parties acknowledge that the Student is to be treated as being supernumerary to the Facility's staffing requirements.

1.2 The Provider agrees not to employ or pay the Student for the Placement without the prior written agreement of UQ.

2. PROVIDER RESPONSIBILITIES

2.1 The Provider agrees to:

(a) make available a suitably qualified Preceptor who will:

(i) provide and facilitate guidance and mentoring to the Student as expected of a preceptor;

(ii) provide meaningful learning experiences and educational opportunities appropriate to the knowledge and skills of the Student;

(iii) evaluate and provide feedback on the Student in the manner reasonably required by UQ under the Program; and

(iv) be responsible for the day-to-day supervision of the Student;

(b) conduct an appropriate induction process for the Student to orient the Student to the Facility;

(c) ensure it complies with all relevant workplace health and safety laws;

(d) remain solely responsible for the health and associated care provided to its patients and clients;

(e) immediately notify UQ on the following telephone number: Academic Registrar Telephone: +61 7 3365 2224 or if no response, UQ Security, Telephone: +61 7 3365 3333 in the event of a serious incident involving the Student.

3. UQ RESPONSIBILITIES

3.1 UQ is responsible for the selection of the Student for participation in the Placement.

3.2 UQ will nominate a Placement Co-ordinator who will liaise with the Preceptor in relation to the learning objectives and evaluation requirements of the Placement.

3.3 UQ will use all reasonable endeavours to ensure that the Student while at the Facility agrees to:

(a) comply with all lawful directions of the Provider's staff; and

(b) abide by the Provider’s relevant policies, procedures, by-laws and regulations of which they are notified by the Provider.

4. WITHDRAWAL FROM PLACEMENT

4.1 Where the Provider considers that disciplinary action should reasonably be taken against the Student, the Provider will as soon as is practicable, notify UQ of the grounds upon which it considers disciplinary action should be taken. The matter will then be the responsibility of UQ.

4.2 The Provider may exclude the Student from the Facility where it considers on reasonable grounds that the Student’s conduct is inappropriate in the relevant circumstances and is of sufficient severity to warrant exclusion from the Facility.

4.3 Upon deciding to exclude the Student from the Facility under clause 4.2, the Provider will notify UQ of the exclusion.

4.4 Upon receipt of notice under clause 4.3 UQ will advise the Student not to attend the Facility for the purposes of the Placement. The matter will then be the responsibility of UQ.

4.5 UQ, on the provision of notice in writing to the Provider, may withdraw the Student from a Placement.

5. INSURANCE

5.1 UQ holds and will maintain the following protections with Unimutual Ltd ABN 45 106 564 372 or insurance coverage for Students undertaking an unpaid Placement within the framework of this Agreement:

(a) Public Liability Protection (minimum AUD$20,000,000);

(b) Professional Liability plus Medical Malpractice Protection (minimum AUD$20,000,000);

(c) Personal Accident Insurance; and

(d) Travel Insurance.
5.2 Unless otherwise agreed*, the Provider holds and will maintain the following protections or insurance coverage:

(a) Public Liability Insurance (minimum AUD$10,000,000); and

(b) Medical Malpractice Insurance (minimum AUD$10,000,000).

5.3 Unless otherwise agreed, the Provider holds and will maintain Professional Indemnity insurance (minimum AUD$10,000,000) if the Provider’s business is of a nature that professional duties arise in its course.

5.4 A Party shall provide Certificates of Currency evidencing proof of protections or insurance on request by the other party.

5.5 If the Provider remunerates the Student during the Placement, the protections specified in clause 5.1 above will not apply. In those circumstances, the Provider will be responsible for ensuring that the Student is covered by appropriate insurance including but not limited to workers’ compensation, public liability insurance and professional indemnity insurance (if applicable).

6. CONFIDENTIALITY

6.1 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 the course of the Placement.

6.2 UQ will comply, and will use all reasonable endeavours to ensure that the Student complies with clause 7.1 and, with the Provider’s privacy code and all applicable laws which apply to Medical Records.

7. INTELLECTUAL PROPERTY

7.1 The parties acknowledge that any intellectual property created by the Student during a Placement remains the property of the Student, unless otherwise agreed between the Provider and the Student.

7.2 As between the Provider and UQ, UQ acknowledges that any intellectual property created by the Student in the Medical Records will be owned by the Provider.

8. TERMINATION

8.1 Either party may terminate this Agreement for breach by the defaulting party of any term of this Agreement if the defaulting party has failed to remedy the breach within 30 days of receiving written notice of the breach from the other party.

9. GENERAL PROVISIONS

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

9.2 This Agreement may be executed in counterparts.

9.3 This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

10. DEFINITIONS

10.1 In this Agreement:

(a) “Agreement” means the covering letter (including appendices) and these Standard Terms & Conditions which form the contract under which the Placement will be conducted;

(b) “Facility” means the facility owned by or under the control of the Provider at which the Placement will take place as set out in the covering letter;

(c) “Medical Records” means the records of a person who receives health care services from the Provider;

(d) “Placement” means the observership placement of the Student referred to in the covering letter at the Facility where the Student will be involved in primarily observational activities of clinical or research practice at the Provider under the supervision of the Preceptor;

(e) “Placement Co-ordinator” means the UQ representative who is responsible for the administration of the Placement;

(f) “Preceptor” means the officer or employee of the Provider who is responsible for guiding, mentoring and supervising the Student while on Placement;

(g) “Program” means the program being studied by the Student as set out in the covering letter; and

(h) “Student” means the Student identified in the covering letter as undertaking the Placement.

* A Provider may not carry the limits required by clauses 5.2 and 5.3 on their liability insurance policies. Whether a proposed placement should proceed in such circumstances is a business risk decision for the Faculty of Medicine. Legal Services (legalservices@uq.edu.au) and Insurance Services (insurance@uq.edu.au) may be able to assist to with the making of such a decision.