



1 November 2024

To Whom It May Concern,

IMPORTANT INFORMATION: CURTIN UNIVERSITY INSURANCE POLICIES VALID FOR APPROVED ACTIVITIES ONLY

Please review this page carefully as it contains important information regarding the approval and activation of insurance for unpaid (*Paid* placements must meet *Australian Minimum Wage Legislation* if undertaken in Australia) student activities being undertaken with external partners. Please be advised that the information contained within this letter is specific to students undertaking an activity for a Science and/or Engineering course of study only.

Curtin University holds three insurance policies (detailed below) which cover our current students undertaking unpaid activities, where these activities are related to their course of study and have been approved by the University.

1. Volunteer Workers Group Personal Accident
2. General And Products Liability Protection
3. Professional Liability Protection

What is the approval process?

Once a student has been made a formal offer by the host organisation they are required to submit a request to have their placement reviewed, this automatically triggers an insurance review and approval process for the opportunity. Approval is required for each student and insurance validation should not be assumed to be a blanket approval across the entirety of the external organisations business. On receipt of the request from our student, Curtin will undertake the following process:

1. Review Agreement Register to ascertain if an active agreement is in place,
 - a. If no agreement or an expiring agreement is found, a new agreement will be issued,
2. Once an active agreement is in place, a risk assessment of the host organisation's premises must be completed
3. Once the university has reviewed and is satisfied with the placement risk level, confirmation and approval will be provided
4. At this time our insurance policies will take effect and hold validity
5. Only once approval is provided can the student commence the activity

This process ensures that adequate compliance with the *Fair Work Act 2009* legislation for *Vocational Placements* has been met and that all parties have a clear understanding of the relationship and the respective responsibilities during the undertaking of the activity. Please ensure you review the Fair Work "Vocational placement" fact sheet at the end of this document.

Please direct students to our website at <https://www.curtin.edu.au/students/experience/industry/science-engineering/> where they will be able to submit their request under the "*Fieldwork, placement and industry project portal*" section.

Should you have questions related to this policy, please do not hesitate to contact our office for further information.

Kind regards,

The Work Integrated Learning (WIL) Office
Faculty of Science and Engineering

Certificate of Currency

Date of Issue: 30 October 2024

Curtin University
GPO Box U1987
PERTH 6845, WA

Contact: Ashley Hart
e: curtininsuranceteam@aon.com

We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.

Policy Type	Student Group Personal Accident
Insured	Curtin University
Insurer	Chubb Insurance Australia Limited
Policy Number(s)	05PO018134
Period of Insurance	From: 4.00 pm 31/10/2024 Local Standard Time To: 4.00 pm 31/10/2025 Local Standard Time
Scope of Cover	Cover under the Policy applies to all those hazards to which a Covered Person is exposed whilst actually engaged in student activities including necessary direct travel to and from such activities on behalf of the Policyholder. Provided always that the Policy shall only apply in respect of such activities officially organised by and under the control of the Policyholder.
Covered Person(s)	All students of the Policyholder engaging in specified activities authorised by the Policyholder, including participation in: <ul style="list-style-type: none">• national games, trips and tours, fieldwork (including work experience/practicum/placements), WA school of mines – mining games and adjunct voluntary work.• Fieldwork is any approved practical work, teaching, study or research activity, usually conducted outside the normal place of University business.• Fieldwork may be the integral part of a course (curricular) or a co-curricular activity organised by the university. Fieldwork includes but is not limited to: <ul style="list-style-type: none">• clinical or practical work placements or activities, participation in laboratories, plant visits, industrial premises or site visits, practicums, study tours, field trips, work experience, service industry placements, isolated and remote fieldwork camps and/or excursions and international fieldtrips/placements.• Fieldwork does not include activities that have not been approved through the university, such as volunteer and leisure activities, paid employment or unpaid work experience, and site visits that are not part of an award course.

Further Information

Should you have any queries, please contact us on the details set out at the top of the page.

Important notes

- Aon does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (Cth).
- Aon accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.
- Subject to full payment of premium
- This certificate does not:
 - represent an insurance contract or confer rights to the recipient;
 - amend, extend or alter the Policy; or
 - contain the full policy terms and conditions

Limit of Liability	Any one (1) Period of Insurance (A):	\$10,000,000
	Non-Scheduled Flights (B):	\$0
	Any one (1) event with respect to War / Civil War (C)	\$500,000
	Any one (1) Period of Insurance with respect to War / Civil War (D)	\$1,000,000
Schedule of Benefits	As per policy schedule.	

Further Information

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 - amend, extend or alter the Policy; or
 - contain the full policy terms and conditions

Confirmation of Protection

Curtin University

Certificate of Entry No: UL CUR 25

GENERAL & PRODUCTS LIABILITY PROTECTION

This is to certify that **Curtin University** (the Member) is a member of Unimutual Limited (the Mutual) and has the right to claim protection on behalf of a protected person or Affiliate for General and Products Liability risks in accordance with the Mutual's Rules, Constitution, Protection Wordings and the Member's Certificate of Entry.

SUMMARY OF MEMBER'S PROTECTION *

Protection No.:	CUR 25 GPL
Class	General and Products Liability
Protection Period:	From: 00:00 hours (AEST) 1 November 2024 To: 24:00 hours (AEST) 31 October 2025
Protection:	For liabilities arising from personal injury (including death) and property damage in connection with the Member's business or from products manufactured, sold or supplied by the Member. Protection is subject to certain terms, exclusions, conditions and limitations.
Situation:	Anywhere in the world other than Member operations domiciled and/or Member entities incorporated in USA/Canada.
Limit of Protection:	\$20,000,000 any one occurrence other than liability arising out of Products which is limited to \$20,000,000 in the aggregate for the Protection Period.
Special Comments:	Noting the protection applies to Curtin University volunteers and Curtin University students undertaking authorised activities, including work experience and practical placement

* This is only a general summary of the Protection. The Protection is subject to Unimutual's Rules, Constitution, Protection Wording and the Member's Certificate of Entry.

This Certificate confers no rights on the Certificate holder.

Signed for and on behalf of Unimutual Limited



**Authorised Representative
Unimutual Limited**

**01/11/2024
Date**

Confirmation of Protection

Curtin University

Certificate of Entry No: UL CUR 25

PROFESSIONAL LIABILITY

This is to certify that **Curtin University** (the Member) is a member of Unimutual Limited (the Mutual) and has the right to claim protection on behalf of a protected person or Affiliate for Professional Liability risks in accordance with the Mutual's Rules, Constitution, Protection Wordings and the Member's Certificate of Entry.

SUMMARY OF MEMBER'S PROTECTION *

Protection No.:	CUR 25 PL
Class	Professional Liability
Protection Period:	From: 00:00 hours (AEST) 1 November 2024 To: 24:00 hours (AEST) 31 October 2025
Protection:	For legal liability to pay compensation and claimants' costs and expenses as a result of any claim first made against the Member, protected person or Affiliate in respect of civil liability for any loss to a third party for which a member or Affiliate is held liable in connection with the Professional Services. Protection is subject to certain terms, exclusions, conditions and limitations.
Situation:	Anywhere in the world other than Member operations domiciled and/or Member entities incorporated in USA/Canada.
Limit of Protection:	\$20,000,000 each and every Claim but limited to \$40,000,000 in the aggregate.
Special Comments:	Noting the protection applies for Curtin University volunteers and Curtin University students whilst undertaking authorised activities, including work experience and practical placements

* This is only a general summary of the Protection. The Protection is subject to Unimutual's Rules, Constitution, Protection Wording and the Member's Certificate of Entry.

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Signed for and on behalf of Unimutual Limited



**Authorised Representative
Unimutual Limited**

**01/11/2024
Date**

Student placements

Student placements provide students with the opportunity to apply the theory and skills they learned while studying in a professional workplace.

Under these arrangements students can gain the skills they need to transition successfully from study to work, while giving industry the opportunity to enrich student learning experiences and increase the number of work-ready graduates.

Student placements (placements) are known as 'vocational placements' under the Fair Work Act (FW Act). Placements that meet the definition under the FW Act are lawfully unpaid. Students completing placements are not considered to be employees and therefore are not entitled to the minimum wage or other entitlements provided under the FW Act.

What is a student placement?

Under the FW Act, a student placement is lawfully unpaid if it meets all the following criteria:

1. **There must be a placement.** This can be arranged by the educational or training institution, or a student may initiate the placement with an individual business directly, in line with the requirements of their course.
2. **There is no entitlement to pay for the work the student undertakes.** Where a student's contract with the host business or organisation entitles them to receive money for the work they perform, the placement will likely have turned into an employment relationship. Similarly, work arrangements covered by industrial awards or agreements are not student placements.
3. **The placement must be done as a requirement of an education or training course.** The placement must be a required component of the course as a whole, or of an individual subject or module of the course. It doesn't matter whether that subject is compulsory or an elective chosen by the student.

4. **The placement must be one that is approved.** The institution delivering the course which provides for the placement must be authorised under an Australian, state or territory law or an administrative arrangement of the Commonwealth or a state or territory to do so. Courses offered at universities, TAFE colleges and schools (whether public or private) will all satisfy this requirement, as will bodies authorised to offer training courses under state or territory legislation.

When all of the above criteria are met, hosts are not required to pay students entitlements under the FW Act.

However, a host may elect to provide payment(s) at their discretion and under no obligation.

If the placement doesn't meet all of the above criteria, it won't be a student placement under the FW Act. However, this doesn't automatically mean that the person is an employee and entitled to payment. The next step is to determine whether or not the person is in an employment relationship.

For more information on determining whether or not an employment relationship exists see our [Unpaid work page](https://www.fairwork.gov.au/unpaidwork) at [fairwork.gov.au/unpaidwork](https://www.fairwork.gov.au/unpaidwork)

Example 1

Katrina is in her 3rd year of a nursing degree. As part of her course, Katrina is required to complete a minimum of 4 weeks work experience with a registered hospital in her state in order to graduate.

Katrina approaches her local hospital as they have a pre-existing relationship with her university and have regular student placements. The placement is authorised by her university, and Katrina understands it is a learning exercise and that she won't be paid.

As the arrangement meets the definition of a student placement under the FW Act, it can be unpaid.

Example 2

Jayne is in her final year of a mechanical engineering degree and has completed her formal class studies. As a requirement to graduate, Jayne has to organise professional engineering work experience at a business for 12 weeks.

While Jayne has to organise the placement herself, the University has strict criteria about needing to assess a host to ensure her placement provides the relevant learning environment, and gives final sign-off on the placement.

As this arrangement meets the definition of a student placement under the FW Act, it can be unpaid. If the business decides to get Jayne to sign an employment contract and pay her wages for her work, it may turn the placement into an employment relationship.

If an employment relationship is created, Jayne is entitled to at least the legal minimum rate of pay for the type of work she is performing.

Example 3

Mitchell is choosing his elective units for the following year's study as part of his undergraduate degree. One of the electives is a 3 month unpaid placement organised by the university at a host business that provides a structured learning experience related to his degree. This placement counts as credit towards meeting his total course requirement.

Because the elective forms part of his course and Mitchell's placement meets the definition of a student placement under the FW Act, this means that it can be unpaid.

Important

While the FW Act does not provide entitlements to students doing placements, there may still be other protections in the FW Act, and obligations in other legislation, such as those about work health and safety or discrimination that apply to them.

Further information

For information and resources to help you understand your rights and obligations on the topic of [unpaid work](https://www.fairwork.gov.au/unpaidwork), visit [fairwork.gov.au/unpaidwork](https://www.fairwork.gov.au/unpaidwork) or contact the Fair Work Infoline on 13 13 94.

CONTACT US

Fair Work Online: www.fairwork.gov.au

Fair Work Infoline: **13 13 94**

Need language help?

Contact the Translating and Interpreting Service (TIS) on **13 14 50**

Hearing & speech assistance

Call through the National Relay Service (NRS):

For TTY: **13 36 77**

Ask for the Fair Work Infoline **13 13 94**

Speak & Listen: **1300 555 727**

Ask for the Fair Work Infoline **13 13 94**

The Fair Work Ombudsman is committed to providing you with advice that you can rely on. The information contained in this fact sheet is general in nature. If you are unsure about how it applies to your situation you can call our Infoline on 13 13 94 or speak with a union, industry association or a workplace relations professional.

Last updated: October 2023

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