Professional Year terms and conditions

Date of issue: February 25, 2016

1. Acknowledgments

As an applicant for enrolment in the:

- Professional Year Program for ICT and Engineering (Professional Year); or
- Skilled Migration Internship Program – Accounting (SMIPA);

to be run by Monash Professional Pathways, in accordance with the Conditions of Enrolment outlined below. I acknowledge that:

1.1 Monash Professional Pathways may amend the Conditions of Enrolment at its sole discretion and will notify me in writing of any change applicable to my enrolment in the Professional Year / SMIPA.

1.2 I will at all times comply with the Intern Placement Terms and Conditions

1.3 all information provided in the application form is correct. I will advise Monash Professional Pathways immediately if, at any time, I become aware that any information provided in the application form is no longer correct.

1.4 it is my responsibility to ensure that I access any Monash student email account on a regular basis. I will be responsible for any delays occurring as a result of my failure to monitor my nominated email account.

1.5 submission of an application does not guarantee my acceptance into the Professional Year / SMIPA or an offer of entry into the Professional Year / SMIPA.

1.6 I will promptly advise Monash Professional Pathways of any change to my contact details.

1.7 I must attend all scheduled classes, except where there is a legitimate reason for non-attendance that is acceptable to Monash Professional Pathways. If my enrolment is terminated due to a breach of this condition, I understand and agree that I am not entitled to a refund of any fees or other charges paid.

1.8 all lessons and materials related thereto, supplied by Monash Professional Pathways, are copyright and remain the property of Monash Professional Pathways. Any unauthorised copying may constitute a breach of the Copyright Act 1968 (as amended).

1.9 I am required to use my best endeavours to meet the requirements of the program and to abide by the rules and regulations of Monash Professional Pathways in respect of the running of the Professional Year / SMIPA and the conduct of students. If any breach of these rules or my behaviour is deemed unacceptable by Monash Professional Pathways, my enrolment may be cancelled.

1.10 I may be required to attend organised activities as part of my program. I authorise Monash Professional Pathways, including the host company for the professional internship, to obtain medical treatment for me should Monash Professional Pathways, or the host company, deem such action necessary. I agree to indemnify Monash Professional Pathways and any host company for any expenses, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging any emergency medical treatment for me.
1.11 I am responsible for my own books, equipment and personal items and I hereby release and indemnify Monash Professional Pathways from all liability and claims for any loss of, or damage to, such items, however caused.

1.12 Successful completion of the Professional Year / SMIPA does not guarantee that I will receive permanent residence status in Australia.

1.13 All information collected about the applicant is collected in accordance with the Monash Professional Pathways privacy statement, which can be viewed at www.monashprofessional.edu.au/privacy.

2. Transfer of fees*

All fees are non-transferable.

3. Refunds*

3.1 Full Refund: Monash Professional Pathways will provide a full refund (tuition fees and insurance fees) within 14 days of receipt of written notice of cancellation where:

3.1.1 Monash Professional Pathways is unable to offer the Professional Year / SMIPA and where a suitable alternative cannot be provided;

3.1.2 Monash Professional Pathways refuses the application for enrolment; or

3.1.3 Less the enrolment fee, when written notice of cancellation is received more than 28 days prior to commencement of the Professional Year / SMIPA.

3.2 Partial: A refund will be provided (tuition fees and insurance fees) within 14 days of receipt of written notice of cancellation, less the amounts to be retained by Monash Professional Pathways as detailed below:

3.2.1 A non-refundable amount equal to 35% of the tuition fee, if written cancellation is received 28 days or less prior to the commencement of the program; or

3.3 No Refund:

3.3.1 Monash Professional Pathways will make no refund of any fees if written notice of withdrawal is received after the commencement of either module of the program.

3.3.2 Specific insurance for injury and personal liability is required for the period of the professional internship and I agree to pay the premium for this insurance prior to the commencement of the professional internship

4. Personal information

4.1 I must provide Monash Professional Pathways with my address and contact details and will promptly inform Monash Professional Pathways of any changes

4.2 My personal information will be made available to the Engineering Education Australia (EEA), Australian Computer Society (ACS), Joint Accounting Bodies (JABs), the Department of Immigration and Border Protection (DIBP) and other Australian government bodies as required by law

5. Grievance Policy

I understand that Monash Professional Pathways has a Grievance Policy, a copy of which is available on request.
6 Fees*

6.1 Your application will be processed upon receipt of your Enrolment Fee, paid by cheque or by providing evidence of the direct deposit into our nominated bank account.

6.2 Should you decide to change Agent representation prior to orientation, you will be required to withdraw your application and resubmit through your new agent. You will forfeit your initial Enrolment Fee, and your application will be processed upon receipt of a new Enrolment Fee.

6.3 Additional fees for enrolment changes for actions initiated by participants:
   - 6.3.1 cohort transfer fee = $150
   - 6.3.2 additional placement fee = $1500

6.4 All fees are inclusive of GST.

7 Scholarships**

7.1 If a scholarship is awarded to a participant, Monash Professional Pathways will pay the awarded amount into the participant’s nominated bank account approximately one month prior to the commencement of their internship subject to the conditions of 7.3.

7.2 Scholarships are awarded based on the Weighted Average Mark (WAM) of the university study that relates to the participant’s Professional Year Program. This is calculated by adding the marks from each unit, including units with a Fail (F) or Near Pass (P) grade but excluding exempted units, divided by the number of units used in the addition. For transcripts that don’t specify a percentage result, these are the equivalencies we will apply:

- High Distinction (HD) = 85%
- Distinction (D) = 75%
- Credit (C) = 65%
- Pass (P) = 55%
- F or NP = 45%

7.3 The payment terms below apply to all scholarship recipients:
   - 7.3.1 Participants must pay all their course fees in full before the scholarship payment can be made.
   - 7.3.2 Participants withdrawing or terminated from the program prior to the scholarship payment date will forfeit their scholarship payment.
   - 7.3.3 It is the responsibility of the participant to ensure that the information completed in the Scholarship Payment EFT Form is correct. Monash Professional Pathways are not liable for any payments made to incorrect accounts.

8 Internships

Monash Professional Pathways will use its best endeavours to secure internships for applicants; however, you acknowledge that there is no guarantee of an offer of an internship for any applicant.
8 Visa Requirements

The applicant is entirely responsible for all matters relating to any visa application and acknowledges that Monash professional Pathways cannot provide any advice in relation to visa matters.

9 Termination

Monash Professional Pathways may, at any time:

7.1 terminate the Professional Year/SMIPA program;

7.2 terminate the applicant's involvement in the Professional Year/SMIPA program, if the applicant fails to comply with their requirements pursuant to the Professional Year Terms and Conditions or the Intern Placement Terms and Conditions. (Annexure 1)

* Not relevant to Engineering Professional Year participants

** Not relevant to Engineering or ICT Professional Year participants
Internship Placement Terms and Conditions

Dear Intern,

Please find following the Monash Professional Pathways, Internship Placement Terms and Conditions.

An Internship Placement is undertaken by you (the Intern) as part of the requirements for the Professional Year Program or the Skilled Migration Internship Program, Accounting (SMIPA). The program has been developed in conjunction with peak professional bodies and is endorsed by the Department of Immigration and Border Protection (DIBP).

The following document outlines the terms and conditions of the Internship Placement for you, the Intern.

It is important to note from the outset that these Internship Placements are unpaid. Although you may participate in the performance of productive activities during an Internship Placement, an Internship Placement is a vocational placement within the meaning of the Fair Work Act 2009 (Cth) and as such, you have no entitlement to, and will not receive, any remuneration in respect of the Internship Placement or work undertaken during the Internship Placement.

Further, Internship Placements do not represent an intention to, and in fact do not, create an employment relationship of any kind and accordingly, Interns will not (for any purpose) become an employee of the Host Company during the period of an Internship Placement.

Regards

[Signature]

Margaret Mitchell
Manager, Industry Engagement & Placements
Monash Professional Pathways
Monash College
Internship Placement Terms and Conditions

Nature of the Internship Placement

Completion of the Internship Placement is a requirement of the Professional Year / SMIPA program. The Internship Placement is *unpaid* - you are not entitled to any remuneration. Although you (the Intern) may participate in the performance of productive activities during the Internship Placement, the Internship Placement is a Vocational Placement and as such, you have no entitlement to, nor will you receive, any remuneration in respect of the Internship Placement or work undertaken during the Internship Placement. The Internship Placement does not represent an intention to, and in fact does not create an employment relationship of any kind.

Duration and Internship Placement hours

As this is an audited program, Internship Placement dates and hours will be provided in an Internship Placement confirmation email and cannot be changed without approval by Monash Professional Pathways.

Obligations

While performing the Internship Placement, you will have an obligation to:
- perform all work allocated to you to the best of your ability;
- exercise all due care and skill;
- comply with all lawful and reasonable directions and instructions given to you by officers or employees of the Host Company during the course of the Internship Placement;
- comply with any and all Internship Placement policies and procedures that apply, or may apply, to you during the course of the Internship Placement;
- at all times comply with any and all legislation, codes or guidelines, in whatever form, that are applicable to the Intern; and
- undergo any and all training that the Host Company deems necessary to enable you to safely and effectively perform your assigned activities during the Internship Placement.

At all times, including after the Internship Placement, you agree and acknowledge that:
- you will keep confidential any and all confidential information of the Host Companies that comes into your possession; and
- the rights to all Intellectual Property developed by you, either alone or jointly with any other person or employees of the Host Company, during the Internship Placement are hereby assigned to and vest in the Host Company immediately as created. For the purposes of this clause, Intellectual Property includes any Works, and copyright, designs, trademarks or patents or any other intellectual property rights of any nature in any Works (being works, ideas, concepts, designs, inventions, discoveries, developments, improvements, processes, innovations, modifications, systems or other material or information);
- to the extent permitted by law, you:
  - waive all of the moral rights (being the moral rights conferred by the *Copyright Act 1968* (Cth)) that you may have for the benefit of the Host Company; and
  - irrevocably consent to any act or omission by the Host Company that would otherwise infringe your moral rights created or developed in the course of, or substantially in the course of, your Internship Placement, whether occurring before or after this consent is given.
- for the duration of the Internship Placement, you may not be entitled to claim under the Host Company’s compensation insurance pursuant to relevant State and Territory workers’ compensation legislation. However, should you suffer an injury during the course of the Internship Placement, the Host Company may, at its sole discretion, make a claim under its insurance policies in existence from time to time.
Monitoring and supervision

To ensure that you maximise the opportunities that your Internship Placement can provide, Monash Professional Pathways will monitor your progress for the duration of the Internship Placement. Monitoring is performed at key contact points via email, telephone and when possible, a face-to-face visit.

Key contact points

Monash Professional Pathways will also make contact with you by telephone every 4-6 weeks. We also contact your Supervisor regularly to discuss your progress, so as to ensure that you have settled in, are receiving support, and are being provided with adequate and appropriate opportunities to learn and develop your technical and soft skills. This is a way for us to monitor how your Internship Placement is progressing, so your considered feedback is critical. This is not designed as a form of assessment but instead will enable us to provide support if required.

Face-to-face visits

Where possible, a Monash Professional Pathways Placement Consultant will visit you during your Internship Placement period. The purpose of this visit is to review your work environment, talk to you and your supervisor directly and to review the feedback offered by both parties to ensure that there are no issues.

Emergency and support

Settling into your new work environment can be very challenging, especially if it is the first time you have worked in an Australian business environment.

To prepare you for your internship experience, Monash Professional Pathways offers a comprehensive orientation session - this is compulsory and you cannot commence your Internship Placement without having attended the orientation session.

Telephone support is available during office hours (8.45am to 5.00pm Monday to Friday except Public Holidays)

If you are experiencing personal issues during your Internship Placement, you are able to access the Monash College counselling service free of charge. The service is available Monday to Fridays 9.00am-5.00pm. To make a booking email: counselling@mcpl.edu.au, stating that you are a current Monash Professional Pathways student and provide dates and times that you are able to meet.

If you require emergency telephone assistance, please call one of the national numbers below:

- Fire, Police, Ambulance 000
- Lifeline (24 hours counseling service) 131114
- Centre Against Sexual Assault (CASA) 1800 806 292
- Gambler’s Help 1800 858 858
- Poisons Information Centre 131126

These cover any emergencies that may arise outside of Monash Professional Pathways Australia’s office hours.
Acknowledgment by the Intern about the relationship with the Host Company and the nature of the Internship Placement

Signing of this confirmation document is an acknowledgement and an agreement by the Intern that:

- I will be undertaking an Internship Placement, being a workplace-based training or special program placement, with an organisation named in the Internship Placement confirmation email for the specified period nominated;
- I understand that the placement is designed to provide a cultural/social experience and/or to assist in developing skills relevant to my tertiary education, current occupation or field of study, and will involve the observation of tasks performed by employees of the Host Company or the performance of tasks under close supervision of the Host Company;
- the proposed Internship Placement is a program requirement of the Professional Year / SMIPA program, which has been developed in conjunction with peak professional bodies and is endorsed by the Department of Immigration and Border Protection (DIBP);
- I understand that the Internship Placement is unpaid and that I am not entitled to, nor will I receive, any form of remuneration for the period of my placement;
- the Internship Placement constitutes a 'Vocational Placement' as defined in the Fair Work Act 2009 (Cth);
- I am not an employee of the organisation while undertaking the Internship Placement, occupational training or special program;
- I understand that workplace relations laws make it unlawful to employ an employee and not pay them and that penalties may be imposed against any employer who breaches these laws.

Declaration of Agreement – Intern

Please sign and return this document to your Placement Consultant. It is recommended that you retain a copy for your personal records.

Please complete the relevant fields and sign below.

I _____________________________ (name of Intern), have read the Monash Professional Pathways’ Internship Placement Terms & Conditions and agree to abide by them during my Internship Placement period and acknowledge that at no time during my Internship Placement will I be considered an employee of the Host Company nor will I be entitled to any wages or payment.

Signed ___________________________ Date ___________________________