A Sample PaTH Internship Agreement

A. Agreement
A PaTH Internship Agreement must be completed, agreed and signed by the intern, host organisation and provider before the start of the internship.

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<thead>
<tr>
<th>Agreement ID</th>
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<thead>
<tr>
<th>B. Intern Details</th>
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<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Age</td>
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<tr>
<td>Phone</td>
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<thead>
<tr>
<th>C. Host Organisation Details</th>
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<tbody>
<tr>
<td>Business name</td>
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<td>Contact name</td>
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<td>Phone</td>
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<table>
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<th>D. Provider Details</th>
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<tbody>
<tr>
<td>Provider name</td>
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<tr>
<td>Contact name</td>
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<td>Email</td>
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<th>E. Internship Details</th>
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<tbody>
<tr>
<td>Name of internship</td>
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<tr>
<td>Occupation</td>
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<tr>
<td>Start date</td>
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<tr>
<td>End date</td>
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<tr>
<td>Internship address</td>
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<tr>
<td>Supervisor name/position</td>
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<td>Phone</td>
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**Internship description:**
Describes the activities and learnings the intern will undertake during the internship.
*For example assist with watering and repotting of plants, clean-up of work areas, learn cash management and customer service skills.*

**Internship requirements**

**Days and hours of internship**

**Hours per fortnight**
TERMS AND CONDITIONS

Context
1. The internship gives the intern an opportunity to gain work experience that is aligned to their interests. The intern is not an employee.
2. The host organisation may trial the intern to see if they are suitable for employment in their business.
3. An internship:
   a. is voluntary
   b. is for between 4 and 12 weeks
   c. is for a minimum of 30 hours and a maximum of 50 hours per fortnight
   d. is for a maximum of 8 hours per day
   e. offers the same maximum shift breaks, equipment and support to the intern as the host organisation’s employees and includes a minimum of one 30 minute break every 5 hours
   f. cannot be attended on a public holiday, and
   g. includes the placement details agreed to by the intern, host organisation and provider at items B to E.
4. The internship is designed around the needs of the host organisation and the intern’s skills, experience and interests.

The host organisation agrees to:
5. Comply with all relevant laws and requirements of any Commonwealth, state, territory or local authority, including work, health and safety legislation.
6. Not pay the intern a salary, wage or other remuneration during the internship. Where this occurs the host organisation must notify the provider and the internship will end immediately.
7. Not use the internship to displace current employees of the host organisation or reduce an employee’s hours of work.
8. Not receive additional labour service fees for the intern.
9. Warrant there is a reasonable prospect of employment with the host organisation for the intern following the internship.
   a. Note: A reasonable prospect of employment means that the host organisation:
      i. has a current vacancy
      ii. will likely have a vacancy following the internship, or
      iii. has a regular pattern of recruitment
      for a position that is aligned with the intern’s interests, experience and qualifications.
10. Provide an appropriate supervisor for the intern. The supervisor must:
   a. be a fit and proper person
   b. have a high level of skill/knowledge, training and/or experience:
      i. required of the activities that the intern will undertake, and
      ii. in working with, training and supervising people in such activities, and
c. ensure that the intern is undertaking work appropriate to their skills and knowledge and operating in a healthy and safe environment.

11. Provide continuous supervision over the entire duration of the work shift where the activities of the internship involve children, the elderly or otherwise vulnerable people.

12. Ensure a safe system of work for the intern at all times during the internship.

13. Assist the provider to assess the work environment for the intern prior to the commencement of the internship.

14. Allow the provider to visit the intern at the workplace during the internship.

15. Provide the intern with:
   a. an induction and any training, including work health and safety training, that is appropriate to the activities and workplace of the internship, and
   b. information about reporting work health and safety issues, including who in the host organisation to report issues to.

16. Notify the provider as soon as possible, and no later than the end of the working day, of any incident involving the internship, including:
   a. any accident, injury or death occurring during or as a result of the placement, including in relation to the intern or a member of the public; and
   b. any incident which relates to a work, health and safety issue and provide details of the incident including any witnesses to the provider.

The intern agrees to:

17. Perform the activities allocated to them to the best of their ability.

18. Participate in any training required by the host organisation.

19. Comply with the host organisation’s workplace rules and requirements for safety and behaviour.

20. Follow all lawful and reasonable instructions of the host organisation.

21. Attend the internship on each day at the agreed time.

22. Dress appropriately for the workplace.

23. Notify the host organisation supervisor as soon as possible if unable to attend the internship at any of the agreed times.

The provider agrees to:

24. Ensure the internship meets all program requirements.

25. Assess the host organisation work environment for the intern prior to the commencement of the internship.

26. Advise the host organisation and intern about insurance coverage for the internship and provide insurance documentation.

27. Ensure the intern understands the conditions of the internship and provide the intern with a contact card and internship factsheet.

28. In consultation with the host organisation, ensure the intern is prepared to commence the internship, including having all equipment and instruction necessary to undertake the internship activities safely.

29. Pay an eligible host organisation $1,000 (GST inclusive) following the commencement of the internship, within 5 business days or as agreed with the host organisation.
30. Contact and support the host organisation and intern throughout the internship as agreed.

**Changing and ending the internship agreement**

31. The details set out in items B to E can be changed prior to the internship end date where the host organisation, intern and provider agree. Contact the provider as soon as possible prior to making changes to:
   a. the internship duration
   b. the activities the intern will undertake
   c. an increase or decrease in regular fortnightly hours, or
   d. the intern’s supervisor.

32. Changing conditions 31a., b. or c. above will require re-approval of the Internship Agreement.

33. Host organisations and interns have flexibility to change shifts within the agreed fortnightly hours without notifying the provider, provided all conditions of this Internship Agreement are met.

34. If the host organisation, intern or provider wish to end the internship, they must notify the other parties by the next business day.

35. The Department of Employment may direct the provider to terminate the internship at any time for any reason deemed appropriate by the Department.

**Insurance**

36. The Department of Employment purchases personal accident insurance and combined public and/or product liability insurance that covers PaTH Internships. Where activities are relevant to the internship and excluded from this insurance policy, alternative insurance must be in place prior to the commencement of the internship.

**Privacy**

37. All jobactive, Transition to Work and Disability Employment Service providers will be able to view, through the Department’s IT systems, information relating to the host organisation, including:
   a. A host organisation’s ABN
   b. The number of internships hosted by the host organisation (current and ended internships), and
   c. The number of interns subsequently employed by the host organisation.

38. The information in this agreement is collected by the Department of Employment for the purpose of facilitating a PaTH Internship and related purposes, including program monitoring and evaluation. The Department of Employment may contact the host organisation.

39. Where it is identified by the Department of Employment that a host organisation is inappropriately using the program, that host organisation may be excluded from future participation.

40. The Host Organisation agrees to:
   a. comply with the Australian Privacy Principles set out in Schedule 1 of the Privacy Act 1988 (Cth) as if it were an agency, and
   b. notify the Provider if it becomes aware that it has, or may have, breached an Australian Privacy Principle.

41. The host organisation must assist the Department of Employment meet its obligations under the Freedom of Information Act 1982 (FOI Act), as requested by the provider.
### Declaration and execution of agreement

#### Intern

By signing the below, I declare that:
- I agree to the terms and conditions in this agreement
- I am not an employee of the host organisation during the internship
- I understand the conditions of the internship

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#### Host Organisation

By signing the below, I declare that:
- I am authorised by the host organisation to sign this agreement
- The details provided in this agreement are true and correct
- I agree to the terms and conditions in this agreement
- The intern is not an employee of the host organisation during the internship
- This internship will not displace any current employees or reduce an employee’s hours of work

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#### Provider

By signing the below, I declare that:
- I am authorised by the provider to sign this agreement
- The details provided in this agreement are true and correct
- I agree to the terms and conditions in this agreement

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