

# LOCAL COURT INTERNSHIP PROGRAM

## STUDENT HANDBOOK

IN PARTNERSHIP WITH

**WESTERN SYDNEY  
UNIVERSITY**



THE LAW SOCIETY  
OF NEW SOUTH WALES

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# LOCAL COURT INTERNSHIP PROGRAM

## INTRODUCTION

This student handbook provides instructions and guidelines needed for the successful completion of your internship. This handbook should be read carefully at the beginning of the internship so any questions or concerns can be addressed before the first day of the internship experience. You should read this handbook in conjunction with the Learning Guide for the unit 201028 Judicial Internship, which is the academic unit of study that you will be enrolled in.

The Local Court Internship Program is a mutually beneficial opportunity offering engagement between the Law Society of NSW, Local Courts, select NSW universities and students. The program contributes to the development of future legal practitioners by giving students exposure to the reality of the practice of law in all its dimensions.

The internship is a significant educational experience, conceived as a professional learning bridge between a student's university course and career. The program allows students to apply their substantive legal knowledge and academic skills to real legal problems while being thoroughly supported and supervised by a court magistrate.

Upon successful completion of the internship, students will have gained a valuable practical insight into the inner workings of the court, professional conduct and a deeper understanding of legal concepts, skills and practice that cannot be obtained in a classroom. Such benefits will enhance students' ability to undertake legal work by providing a competitive advantage over other graduates in an ever-changing environment where jobs may be difficult to find.

The Law Society of NSW Internship Coordinator and University Internship Coordinator will collaborate with the magistrate (the internship 'supervisor') to monitor the progress and evaluate the final achievements. The experience will be judged as a quality activity if it is successfully determined that students have learnt from the internship and met pre-defined learning objectives, assessments and other related tasks.

## OBJECTIVES OF THE LOCAL COURT INTERNSHIP PROGRAM

The objectives of the program are to:

- Provide students with the professional skills to help in the transition from study to work;
- Provide invaluable experience through knowledge of Local Court processes which cannot be achieved from the formal learning environment at university;
- Allow students opportunities to understand the reality of what legal practitioners are responsible for in a court room setting;
- Expose students to the practice of law in all its dimensions and an understanding of the important role of the judiciary;
- Create a mutual respect between those entering the profession and those on the bench; and
- Bridge the knowledge gap between law students, the courts and the practical application of the law in a court room setting.

At the end of the internship, students will have:

- Developed knowledge, skills, values and new ways of understanding from direct exposure to the law in operation which cannot be learned from reading or hearing about it;
- Gained real-life knowledge that sets them apart from other applicants upon graduation;
- Developed networking skills from working closely with the judiciary and the opportunity to work with someone who can become a mentor - not only in the internship, but throughout their careers;
- Experienced the Local Court in an unprecedented manner by taking part in the justice process;
- Been exposed to the real-life impacts of the law observed and reflected upon the values, ethical standards and conduct of the legal profession in practice;
- Learnt court etiquette and rules of evidence from the bench and bar;
- Applied the formal learning acquired at university to practice and developed an appreciation of the practical dimensions of legal principles.

## INTERNSHIP REQUIREMENTS

The student is required to complete an internship of a minimum 78 hours, at a minimum of 6 contact hours per week. Internships under this program are unpaid. The location of the court will be arranged through the preference of the student and availability of the courts. The students are required to complete an internship under the supervision of a magistrate (the 'supervisor').

To be eligible for the internship, students will have to meet the following criteria:

1. Successfully completed 200010 Criminal Law and 200020 Professional Responsibility & Legal Ethics or equivalent;
2. Be enrolled full-time or part-time in a Bachelor of Laws, Juris Doctor, or equivalent;
3. Completed 80 credit points in law;
4. Achieved a minimum grade point average (GPA) of 5.0 across all law studies to date;
5. Be in a position to complete the internship without compromising studies or examination periods.

Internships can be undertaken any time other than in a student's first year of study.

## SCHEDULES AND ABSENTEEISM

Students are expected to abide by the overall schedule for the internship and follow the working hours agreed by the supervisor, remaining at the Local Court during the times and dates agreed. Should a student be unable to attend or be running late, they must inform their supervisor at least one hour before the agreed starting time. If there is any time lost due to illness, misadventure or other extenuating circumstances, the required form and any additional supporting documentation must be submitted to the Law Society of NSW Internship Coordinator and the University Internship Coordinator. Arrangements for missed days must be made by students with their supervisors.

## RECRUITMENT PROCESS AND COMMITMENT

The recruitment process will be arranged by the Law Society of NSW. When a student applies for an internship, they will be asked to indicate their availability and preferences of locality. The preferences should be selected carefully as any costs associated with travel and accommodation for the internship will not be reimbursed. Students will also be asked to attach a:

- Curriculum Vitae (no more than three pages, including references);
- Academic transcript showing a minimum GPA of 5 across all law studies;
- Personal statement (Arial font, 10 point) answering the following questions:
  - **Question 1:** What attracts you to participating in the Local Court Internship Program? (Maximum 300 words).
  - **Question 2:** Describe paid employment, volunteer work, university or experience that demonstrates your interest or relevant skills gained for the program (maximum 300 words).
  - **Question 3:** Please explain how this internship will contribute to your personal development, enhance your skills and support your future career aspirations (maximum 300 words).

Application timelines are posted on the Law Society of NSW website [www.lawsociety.com.au/localcourtinternship](http://www.lawsociety.com.au/localcourtinternship). Submission of a completed application does not guarantee that applicants will be successful. Candidates progressing past the application stage will be required to take part in an interview.

## CONFIDENTIALITY

Students are expected to hold in strictest confidence all information and communications received and must be aware of the requirements of confidentiality and the ethical framework that applies to all solicitors and barristers. A sample confidentiality agreement is available in the appendices. A confidentiality agreement should be signed and submitted by the student prior to the commencement of the internship.

Students may be required to comply with additional obligations imposed by the relevant Local Court and/or university from time to time.

## AUSTRALIAN POLICE CHECK

In order to be properly enrolled in 201028 Judicial Internship you must complete an Australian Police Check and submit it to Student Central before the beginning of the relevant semester.

## INSURANCE

Insurance will be covered by the relevant university. For more information about the university's insurance policies, contact the University Internship Coordinator. Insurance documentation outlining exclusions will be provided by the university.

## ASSESSMENT

Further information about assessment, including relevant university assessment and extension policies, will be provided by the university. The unit of study is 200704 Independent Study (Law).

The assessment schedule is as follows:

- Pre-Internship Orientation – S/U
- Professional Placement Performance – S/U
- Research Paper Proposal – 5% (250 words)
- Research Paper - 30% (1000 words)
- Reflective Journal - 65% (3500 words)
- Post-Internship de-brief – S/U
- Post-Internship Survey – S/U

## COMPLETING AN INTERNSHIP EVALUATION

In addition to the above assessment regime and attendance, at the end of the internship, students will normally be required to take time to evaluate the experience using an online evaluation form <https://forms.lawsociety.com.au/form/lci-student-evaluation-2020>

Students will reflect on the tasks they performed, the working relationships developed, aspects of the role they found compelling or challenging as well as their ability to handle the job and its related responsibilities.

## RECORD OF ATTENDANCE

Attendance is mandatory for the duration the internship. Students are required to maintain a record of attendance indicating the completed days of the internship. The record must be signed at the end of the internship by the supervisor indicating satisfactory attendance. Students will receive a record of attendance form in their induction pack. A copy of this form also is included in the appendices.

## ISSUES DURING THE INTERNSHIP

Should a student experience any issues during the internship, the first thing to do is have a discussion with their supervisor to try and resolve the issue. If this is not successful, you must contact the Law Society of NSW Internship Coordinator and the University Internship Coordinator. A meeting will then be setup in an attempt to resolve the problem. If a mutually agreeable outcome cannot be reached then the internship will be terminated.

## TERMINATION OF THE INTERNSHIP

If a student or supervisor is seeking the termination of the internship, contact must be made with the Law Society of NSW Internship Coordinator immediately via email.

## EXTENSIONS

For further information please review the University policy and contact the University Internship Coordinator.

# CODE OF PRACTICE

## 1. PURPOSE OF POLICY

The Code of Practice – Local Court Internship Program describes the Law Society of NSW approach to facilitating and managing the program. It also outlines the rights and obligations of key stakeholders and assists in promoting a productive learning experience for students.

This policy applies to:

- Students enrolled to undertake the Local Court Internship Program;
- Magistrates supervising students undertaking the placement; and
- University and Law Society of NSW representatives.

## 2. APPLICATION, SCOPE AND EXCLUSIONS

This code applies to Local Court Internship Program (as defined).

This code does not regulate title to intellectual property rights such as copyright. Please refer to the university guidelines.

## 3. DEFINITIONS

**Disability** means the *Disability Discrimination Act 1992* (Cth) defines disability as:

- total or partial loss of the person's bodily or mental functions
- total or partial loss of a part of the body
- the presence in the body of organisms causing disease or illness
- the malfunction, malformation or disfigurement of a part of the person's body
- a disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction
- a disorder, illness or disease that affects a person's thought processes, perception of reality, emotions or judgment, or that results in disturbed behaviour;

and includes a disability that:

- presently exists
- previously existed but no longer exists
- may exist in the future

- is imputed to a person (meaning it is thought or implied that the person has disability but does not).

**Local Court** means a Local Court providing a work-integrated learning environment to a University student.

**Internship** means a form of supervised experiential learning that is done as part of, or in connection with study undertaken at university. It combines critical thinking and intentional reflection in an environment where student learning and performance is not directed by the university. By completing internships, students are able to sharpen professional skills, develop career interests and employer contacts, assess strengths, and connect classroom theories to practical, real world settings. Internships offer employers the ability to evaluate and mentor upcoming talent. They are unpaid and may or may not be used for academic credit (depending on the student's circumstances).

**Local Court Internship Program** means a partnership between the Law Society of NSW, Local Court and select NSW universities which allows university students the opportunity to participate in a placement as a requirement of a course or subject offered by the university.

**Law Society of NSW Internship Coordinator** means a member of staff of the Law Society of NSW responsible for contributing to the learning objectives and recruitment activities for the Local Court Internship Program. Additional duties are noted in the responsibilities.

**Placement** means an experience obtained from any workplace activity that is undertaken by a student at the Local Court as a requirement for successful completion by the student of any course and/or any subject.

**Reasonable adjustment** means an adjustment that is made if the student has a disability or a medical condition which may disadvantage them. By declaring the requirement for reasonable adjustments the conditions of the workplace maybe adjusted to take the disability or condition into account. This includes an aid, a facility, or a service. An adjustment is reasonable in relation to a student with a disability if it balances the interests of all parties affected.

**Student** means one who is enrolled in a full-time or part-time course at a university.

**Supervisor** means the magistrate at the Local Court, and person who is responsible for the direction, support and feedback to the student during the student placement.

**University Internship Coordinator** means a member of the staff of the university responsible for contributing to the learning objectives and assessment activities for the Local Court Internship Program. Additional duties are noted in the responsibilities.

#### 4. PRINCIPLES APPLYING TO STUDENT

The Local Court Internship Program must be operated having regard to the following principles:

- Placements will be completed with a minimum 78 hours and six contact hours per week;
- Reasonable efforts are made to provide placements at the students preferred Local Court during a time they wish but cannot be guaranteed due to magistrates' availability;
- Students should receive an appropriate induction into the office and shown systems such as computer use and introduced to staff in their area. They should be taken through relevant WHS policies, practices and grievance procedures;
- Students should develop clear objectives for their internship which should be discussed with their supervisor to ensure they are realistic. These goals may be revised during the course of the internship in discussion with the supervisor. Students will receive clear information on the learning outcomes and any assessment tasks involved in the Local Court Internship Program, and on the acceptable scope of their practice while undertaking the internship;
- The University must complete and submit the required documentation for the students insurance;
- Students must comply with reasonable standards of professional behaviour, appropriate standards of WHS and with appropriate employment equity and diversity standards; and
- Students and the supervisor must be provided with opportunities to offer feedback to the Law Society of NSW on the experience. The Law Society of NSW must consider and act on relevant feedback.

#### 5. PERSONAL CIRCUMSTANCES IMPACTING ON PLACEMENT

1. Students must advise the Law Society of NSW in a timely manner of any disability (whether registered or not), medical conditions or other personal

circumstance that will or may adversely affect their capacity to undertake a student placement.

2. Where the student requires reasonable adjustment to undertake the program, they should request a reasonable adjustment.
3. Any students with a disability must consult with their University Disability Adviser.
4. Students should refer to their universities Disability Handbook and Policies and Procedures for further information. Supervisors may obtain this information from the universities website. The relevant information can be found on the link below. [www.westernsydney.edu.au/currentstudents/current\\_students/services\\_and\\_facilities/disability\\_service/academic\\_integration\\_plans](http://www.westernsydney.edu.au/currentstudents/current_students/services_and_facilities/disability_service/academic_integration_plans)

#### 6. TERMINATION OF THE LOCAL COURT INTERNSHIP PROGRAM

- 6.1 Grounds for termination of the Local Court Internship Program include but are not limited to:
  - a. inability to reasonably co-operate with staff and work effectively in the placement setting;
  - b. demonstrated attitudes and actions that are antithetical to the legal profession;
  - c. absence from the placement without satisfactory explanation, approved leave or the necessary documentation;
  - d. no demonstrated improvement after an Action Plan has been implemented;
  - e. breaches of university regulations, policies and/or procedures; and,
  - f. breaches of applicable policies, procedures and protocols of the placement setting and/or regulations or the law.
- 6.2 The university may terminate a student's placement on the advice of the magistrate.
- 6.3 A student who has had their placement terminated by the university will be deemed to have failed the placement.
- 6.4 A student who has had their placement terminated may be precluded from future placements and/or a return to the original placement setting.



## 7. APPEALS (IF APPLICABLE)

Appeals on the assessment of a placement are investigated under the university Review of Grade Policy and procedures if applicable.

## 8. SPECIFIC REQUIREMENTS FOR PLACEMENT PROGRAMS

Role	Responsibilities
Law Students	<ul style="list-style-type: none"> <li>Apply for position</li> <li>Proactively undertake placement</li> <li>Provide feedback</li> <li>Pass assessment allocated to placement if required, and</li> <li>Become an advocate for future programs.</li> </ul>
Universities	<ul style="list-style-type: none"> <li>Work with the Law Society of NSW to create learning objectives</li> <li>Promote program</li> <li>Provide insurance cover, and</li> <li>Create or assess placement as part of current curriculum (including assessment criteria and marking) if required.</li> </ul>
Chief Magistrate Executive Office	<ul style="list-style-type: none"> <li>Work with the Law Society of NSW to create learning objectives</li> <li>Prepare staff for incoming candidates, and</li> <li>Provide feedback to the student and university.</li> </ul>
Magistrates (or delegate)	<ul style="list-style-type: none"> <li>Supervise the student (unless agreed otherwise with the university)</li> <li>Organise induction, workspace preparation</li> <li>Provide a learning experience and meaningful work, and</li> <li>Provide student feedback.</li> </ul>
Law Society of NSW	<ul style="list-style-type: none"> <li>Draft full program and engage universities to participate</li> <li>Organise promotional materials and advertise</li> <li>Work closely with universities, courts and students regarding logistics</li> <li>Coordinate recruitment process, and</li> <li>Allocate tasks and requirements as they become apparent.</li> </ul>

## 8a. Student responsibilities expanded

### Before the placement

The student will:

- Satisfy any reasonable preconditions for the placement program (e.g. Australian Police Checks/Prohibited Persons Checks/Medical Checks);
- Complete any preparatory activities and submit any documentation required by the Law Society of NSW and/or by the university;
- Read and become familiar with the provisions of this code and any specific provisions applying to the internship as outlined in the relevant student handbook.

### During and after the placement

The student agrees and acknowledges their obligation to:

- Attend the placement in appropriate dress on time during the days agreed;
- Perform all work allocated to the student to the best of their ability;
- Adhere to the standards of professional behaviour appropriate, including being courteous to everyone with whom they come in contact;
- Comply with all lawful and reasonable directions and instructions given to the intern by employees of their university and Law Society of NSW during the course of the Internship;
- Do the work within the agreed time frame during the scheduled hours or, if not possible, to contact site supervisor to negotiate a new timeframe;
- Undertake activity during unscheduled hours only with the prior agreement of the university;
- Refrain from giving legal or other advice without the express approval of their supervisor;
- At the earliest opportunity, raise with the with the University Internship Coordinator any issues impacting adversely on their participation in the placement;
- At all times comply with all legislation, standards, codes or guidelines that are relevant to the student including policies and procedures of their university and Local Court;
- Be enthusiastic and proactive in undertaking the internship;

- Abide by the rules of the court and appropriately and responsibly use the resources;
- Prepare and submit on time all assessment activities that are allocated to the placement;
- Maintain appropriate levels of communication with the university regarding their progress during the placement, including complying with any specific communication requirements specified by the university;
- Provide feedback on their experiences in the form of a report indicating if the agreed objectives were met;
- Endorse the program and become an advocate for future programs;
- Maintain the confidentiality of information concerning the Local Court, its employees, clients and its operations that come into the student's possession; and
- Maintain a record of attendance indicating the days completed.

#### **Incidents and illness during the placement**

The student will follow the following procedures during their internship:

- In the case that there is any time lost due to illness, misadventure or other circumstances they must notify the Law Society of NSW Internship Coordinator at the earliest opportunity, and any supporting documentation such as a doctors certificate must be submitted to the Law Society of NSW Internship Coordinator for special consideration;
- Time lost should add to the duration of the internship, if necessary. There may be additional activities as required by the university in the event of absence affecting the student's ability to complete the internship;
- The Local Court's work health and safety procedures must adhered to during the internship; and
- Report to the supervisor any hazard or incident affecting a student during the placement.

## **8b. University responsibilities expanded**

### **Before the placement**

The university will:

- Provide the student with any preparatory activities and relevant policies and procedures;
- Consult with Law Society of NSW, the student and with the university Disability Services regarding any reasonable adjustment sought by a student registered with Disability Services that will or may affect the placement;
- Work with Law Society of NSW to identify, create and communicate to students and the Local Court the learning objectives of the program; and
- Ensure staff within the University are adequately notified, aware and comply with this policy and related procedures.

### **During and after the placement**

The university agrees and acknowledges their obligation to:

- Engage in ongoing communication with the Local Court at which placement is being undertaken, Law Society of NSW, and students;
- Maintain the confidentiality of student information;
- Be accessible during office hours by appropriate means of communication to assist in resolving any issues related to the placement; and
- Promote the program effectively to all students.

### **Assessment**

- In consultation with the Law Society of NSW, create or assess the program as part of current or future curriculum (including assessment criteria and marking);
- Complete a comprehensive assessment on each student's progress against the objectives of the program;
- Seek feedback from and consult with the Law Society of NSW and students to evaluate the overall operation of the program; and
- Advise students on aspects of student progress and assessment.

**8c. The Law Society of NSW responsibilities expanded****Before the placement**

The Law Society of NSW will:

- Source appropriate partner universities to participate in the program;
- Identify and undertake promotional and advertising opportunities for the program;
- Identify the logistical requirements of the program and work with the university, Local Court and students to implement these;
- Ensure that the Local Court and university has all relevant information on the placement program requirements, including a copy of this code;
- Coordinate the full recruitment process including organising and providing feedback on interviews; and
- Provide any preparatory activities to students.

**During and after the placement**

The Law Society of NSW agrees and acknowledges their obligation to:

- Advise students to organise student checks
- Provide reasonable directions and instructions to the student;
- Use feedback provided by students, the university and Local Court as part of its responsibilities in reviewing the program;
- Consult with the university on any assessment tasks;
- Allocate tasks and requirements as they become apparent; and
- Be accessible during office hours by appropriate means of communication to resolve any issues related to the placement.

**8d. The Local Court responsibilities expanded****Before the placement**

The Chief Magistrate, Executive Office, will:

- Brief magistrates on the program, and advise on the necessary arrangements required;
- Provide feedback to the student and university; and
- Identify suitable placement Courts for the program.

**During the placement**

The Magistrate agrees and acknowledges their obligation to:

- Ensure the student is made aware of applicable policies, procedures and protocols related to the placement;
- Participate in monitoring and evaluating each student's performance during the placement. This includes making observations and providing regular feedback to students, as well as reporting to the Law Society of NSW Internship Coordinator on the student's performance and progress with the use of the evaluation form;
- Adequately supervise students;
- Put in place adequate support for students to assist in achieving the objectives of the placement, including,
  - modelling appropriate standards of professional behaviour,
  - providing the student with an adequate workspace and with appropriate resources,
  - providing an appropriate range of learning experiences for the student,
- Support students and advise the University Internship Coordinator in the event of any accident, incident or illness affecting the student;

- Promptly report to the University Internship Coordinator should it become apparent that a student is having difficulty meeting the objectives of the placement or is otherwise unable to continue with the placement; and
- Provide a learning experience and meaningful work that challenges the student rather than only administrative tasks.

The Law Society of NSW requires all Local Courts participating in the program to implement necessary requirements to maintain the health and safety of all students. As a minimum it is expected that the Local Court and its workers will:

- Provide and maintain a safe placement environment for students free from discrimination and harassment;
- Provide adequate facilities for the welfare of employees;
- Provide such information, instruction, training or supervision to students that enable them to perform their work safely;
- Consult with students about WHS issues that directly affect them;
- Comply with responsibilities of a person conducting a business or undertaking as outlined in the *Work Health and Safety Act 2011* and *Work Health and Safety Regulations 2011*; specifically in relation to the health, safety and welfare of students on work experience. This includes providing induction training to students (including WHS induction) at the commencement of the placement;
- Cooperate and liaise with the university on all work health and safety matters that can affect the student participating in the program and;

For any further information please visit WorkCover NSW. If you have any additional questions, contact the Law Society of NSW Coordinator.

## 9. INSURANCE COVERAGE

Students insurance will be covered by the University. For more information about university insurance policies please contact the University Internship Coordinator. Insurance documentation outlining exclusions will be provided by the university.

### Student declaration:

acknowledge and confirm that:

1. I have read and understand the Code of Practice – Local Court Internship Program, noting in particular my responsibilities under the Code as a student undertaking an Internship program
2. I have read and understand the Student Handbook

### Supervisor declaration:

acknowledge and confirm that:

1. I have read and understand the Code of Practice – Local Court Internship Program, noting in particular my responsibilities under the Code as supervisor of a student undertaking an Internship program
2. I have read and understand the Supervisor’s Guide.

**The Recipient:**

- may have access to and/or receive Confidential Information for the Permitted Purpose; and
- executes this deed in consideration for participating in the Program.

**1. Definitions**

In this deed:

**Confidential Information** means all information (whether or not in oral, written or electronic form) which is supplied or made available by or on behalf of the Court to the Recipient or to which the Recipient is otherwise made aware in connection with the Program, including, without limitation, present or future documents, files or data.

**Permitted Purpose** means the Recipient undertaking the Program and any and acts or matters in connection with or ancillary thereto.

**Personal Information** means:

information about an individual whose identity is apparent, or can reasonably be ascertained, from the information; or

information or a document that relates to the affairs or personal particulars of another person (such as a company or a business).

**Privacy Laws** means the *Spam Act 2003* (Cth), *Privacy Act 1988* (Cth), the information privacy and related legislation of New South Wales, the Court’s Privacy Policy and any other legislation, principles, industry codes and policies relating to the handling of Personal Information or Confidential Information (including, without limitation, section 462 of the *Legal Profession Uniform Law* (NSW)).

**Program** means the program entitled “Local Court Internship Program”.

**2. Use and return of Confidential Information**

**2.1 Use of Confidential Information**

The Recipient agrees that:

- (a) it will keep the Confidential Information secret and confidential except to the extent that the Recipient is required by law to disclose any Confidential Information, in which case it will

Name of student:
Student number:
University:

notify the Court and seek to minimise the amount of Confidential Information disclosed, including requesting that the Confidential Information be disclosed only on confidential terms;

- (b) it will use the Confidential Information

Signature:
Date:



solely for undertaking the Permitted Purpose

Name of student:
Student number:
University:

in accordance with the instructions of the Recipient’s Program supervisor(s) (**Supervisor**) and for no other purpose;

- (c) it will not allow or assist a third party to use, publish or release the Confidential Information for any purpose;
- (d) it will take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including, without limitation:

Signature:
Date:



# APPENDICES

## CONFIDENTIALITY DEED POLL

Dated:
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### Local Court particulars

Name of Local Court (this should be a legal entity):
ACN (if relevant):
Address:
Contact:
Email:
Phone:

### Recipient particulars

Name of student:
Address:
Email:
Phone:

- (i) keeping the Confidential Information within the possession, power, custody or control of the Recipient;
- (ii) not making, or permitting to be made, any copy of, or note or memoranda relating to, the Confidential Information except for the Permitted Purpose and then only to the extent reasonably required for that purpose;
- (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- (iv) protecting the Confidential Information from unauthorised access, disclosure or use, or loss, damage or destruction;
- (e) it will notify its Supervisor(s) at the Court in writing of any actual or suspected breach of its obligations under this deed;
- (f) it will notify its Supervisor(s) at the Court in writing if it personally knows any individual who is mentioned in or appears in a matter before the Court; and
- (g) compliance with this deed is a condition of its participation in the Program and any failure to comply strictly with each term of this deed may result in the termination of its participation in the Program.

#### 2.2 Return of Confidential Information

Immediately on request by the Court, the Recipient must deliver up to the Court (or, at the Court's election, destroy) and cease to use, all Confidential Information (stored in any medium) which is in its possession or control. The return or destruction of Confidential Information does not release the Recipient, from its obligations under this deed.

# CONFIDENTIALITY DEED POLL

## 2.3 Acknowledgements

The Recipient acknowledges that:

- (a) the Confidential Information provided by the Court is secret, confidential, valuable and of strategic importance to the Court;
- (b) the Confidential Information is the property of the Court, and this deed does not convey any proprietary interest in the Confidential Information to the Recipient;
- (c) it is liable to the Court for any unauthorised access, use or disclosure of the Confidential Information by it;
- (d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to the commercial, financial and regulatory affairs and reputation of the Court; and
- (e) damages may not be a sufficient remedy for the Court for any breach of this deed and the Court may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach in addition to any other remedies available to the Court.

## 3. Privacy

### 3.1 Observance of Privacy Laws

In respect of the Confidential Information the Recipient must:

- (a) comply with all Privacy Laws, whether or not it is bound by the Privacy Laws;
- (b) assist the Court to comply with its obligations under any Privacy Law; and
- (c) immediately notify the Court if it becomes aware of any breach or alleged breach of its obligations under this clause and comply with any reasonable direction from the Court with respect to remedying that breach.

### 3.2 Collection of Personal Information

The Recipient must not collect, use, disclose, store, or transfer Personal Information in connection with performing the Permitted Purpose except:

- (a) to the extent reasonably necessary to perform the Permitted Purpose consistent with this deed, and only in accordance with the Privacy Laws; and
- (b) as directed by the Court, except to the extent that compliance with the direction would cause the Recipient to breach a Privacy Law.

## 4. Indemnity

The Recipient agrees to indemnify the Court in respect of any loss, liability or expense suffered or incurred by the Court which arises directly or indirectly from a breach of any of the obligations of the Recipient under this deed including, without limitation, any unauthorised access, use or disclosure of the Confidential Information by the Recipient.

## 5. General

### 5.1 Notices

Notices under this deed must be in writing signed by an authorised officer of the party or the party giving the notice and delivered to the other party by hand delivery, post or fax transmission to the particulars of the other party set out at the beginning of this deed (as amended from time to time by notice under this clause).

### 5.2 Variation and Waiver

A failure by the Court at any time to require full or partial performance of any obligation under this deed will not affect the rights of the Court to require that performance subsequently. Any variation of this deed or any waiver of a breach of this deed must be in writing signed by the Court and will be effective only to the extent specifically set out in that variation or waiver.

### 5.3 Governing law and jurisdiction

This deed is governed by the laws of the State of New South Wales. The Recipient irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.



## CONFIDENTIALITY DEED POLL

### Learn to become a professional

By having contact and communication with Magistrates, court staff, individuals, lawyers, government and community service organisations and the wider community within a professional context

- By assuming an appropriate level of responsibility
- By understanding the responsibilities a lawyer has as an officer of the court
- By understanding that appearance, demeanour and behaviour are important

### Learn about ethics and professional responsibility

- By confronting ethical issues that often involve uncertainty, professional conflict and dilemma
- By identifying with whom different ethical matters should be raised (ie employers, professional associations, police, courts)
- By learning the importance of courteous professional behavior

### Gain confidence working in a legal office environment

- By working with professionals and support staff in the provision of legal services
- By using initiative, problem-solving, organisational, time management, delegation and research skills
- By using information technology

### Apply, revise and learn further substantive law

- By having the opportunity to apply theoretical learning in a practical context
- By appreciating the need to always research, read and learn the law as the need arises

### Constantly strive for improvement

- By reflecting upon placement experiences and how they might have been approached differently

This form should be filled out by the student throughout the internship and signed by the supervisor at the end with any variations noted. It must be submitted with your final assessment. This form should be filled out by the student throughout the internship and signed by the supervisor at the end with any variations noted. It must be submitted with your final assessment.

## EXECUTED AS A DEED POLL

Signed by

Name of Recipient:

in the presence of:

Signature of Recipient

Signature of witness



Name of Recipient:

Name of witness:





## LEAVE OF ABSENCE FORM

You must report any absences from the internship to the Law Society of NSW Internship Coordinator. In the case that there is time lost due to illness, misadventure or other circumstances this form and any additional supporting documentation must be submitted for special consideration. Please note this form is for one period of absence only. If you experience more than one please submit an additional form for each occasion.

This form will require the following action items:

1. Form is to be completed and signed by the student
2. A medical certificate or supporting evidence must be submitted for leave of more than 2+ days.
3. Students must complete the required days on the internship. Arrangements for missed days must be made by the student with their supervisor in consultation with the Law Society of NSW Internship
4. Form is to be signed by the interns supervisor
5. Form is to be submitted to the Law Society of NSW Internship Coordinator via email

### Student information

Student Name:	Student Number:
Placement:	Semester:

### Details of Absence

Details of Absence:	
Period of Absence:	From: To:
Medical certificate attached: <input type="checkbox"/> yes <input type="checkbox"/> no	Other supporting evidence attached: <input type="checkbox"/> yes <input type="checkbox"/> no
If yes, what is the additional evidence:	
If absent due to illness/misadventure, did it occur whilst travelling to or from the internship: <input type="checkbox"/> yes <input type="checkbox"/> no	
Did the illness/misadventure occur while undertaking the internship? <input type="checkbox"/> yes <input type="checkbox"/> no	
Additional notes:	
Student signature:	Date:

### Supervisor information

Arrangements were made with me for the student to undertake additional hours as a result of absence: <input type="checkbox"/> yes <input type="checkbox"/> no	
Additional days/hours were completed on:	
Additional notes:	
Supervisor Name:	
Supervisor signature:	Date:

## STUDENT INDUCTION CHECKLIST

After each step in the checklist is completed, the person responsible for that induction activity should initial and date the checklist.

### BEFORE START DATE

Induction task	Person responsible	Initials & date of Completion
<input type="checkbox"/> <b>Ensure supporting documents were attached to the application form:</b> <input type="checkbox"/> curriculum vitae <input type="checkbox"/> academic transcript <input type="checkbox"/> a personal statement	Student	
<input type="checkbox"/> <b>Read, understand and sign the student handbook declaration</b>	Student	
<input type="checkbox"/> <b>Letter of offer signed and returned to Law Society of NSW Internship Coordinator</b>	Student	
<input type="checkbox"/> <b>Forms &amp; documents (sent to Law Society of NSW Internship Coordinator):</b> <input type="checkbox"/> Student handbook <input type="checkbox"/> Statement of Objectives	Student	

### DAY 1

Orientation checklist	Person responsible	Initials & date of Completion
<input type="checkbox"/> <b>Introduction to supervisor</b>	Supervisor	
<input type="checkbox"/> <b>Introduction to the court</b>	Supervisor	
<input type="checkbox"/> <b>Provide an overview and/or organisational chart (if applicable)</b>	Supervisor	
<input type="checkbox"/> <b>Position:</b> <input type="checkbox"/> people and relationships <input type="checkbox"/> introductions to colleagues <input type="checkbox"/> position description and context of position <input type="checkbox"/> priority projects/duties <input type="checkbox"/> equipment and tools	Supervisor	
<input type="checkbox"/> <b>IT access and systems:</b> <input type="checkbox"/> computer setup & network access available <input type="checkbox"/> access and training arranged for required systems	Supervisor	
<input type="checkbox"/> <b>Security and access:</b> <input type="checkbox"/> photo ID <input type="checkbox"/> key and building access <input type="checkbox"/> telephone directory	Supervisor	

## STUDENT INDUCTION CHECKLIST

Orientation checklist	Person responsible	Initials & date of Completion
<input type="checkbox"/> <b>Facilities and services:</b> <input type="checkbox"/> mail arrangements <input type="checkbox"/> location of toilets <input type="checkbox"/> stores and stationery <input type="checkbox"/> other facilities	Supervisor	
<input type="checkbox"/> <b>Employment information discussed:</b> <input type="checkbox"/> code of Conduct <input type="checkbox"/> emergency contacts and procedures <input type="checkbox"/> Work Unit WHS Induction Checklist completed and Specific WHS requirements Forms (completed if required) <input type="checkbox"/> hours of work (include start & finish times) <input type="checkbox"/> attendance record	Supervisor	

### POST CHECKLIST

Induction task	Person responsible	Initials & date of Completion
<input type="checkbox"/> <b>Online Evaluation Form</b>	Student	
<input type="checkbox"/> <b>Record of attendance form (returned to Law Society of NSW Internship Coordinator)</b>	Student	
<input type="checkbox"/> <b>Research paper</b> <input type="checkbox"/> written reflective journal	Student	

Induction completed:

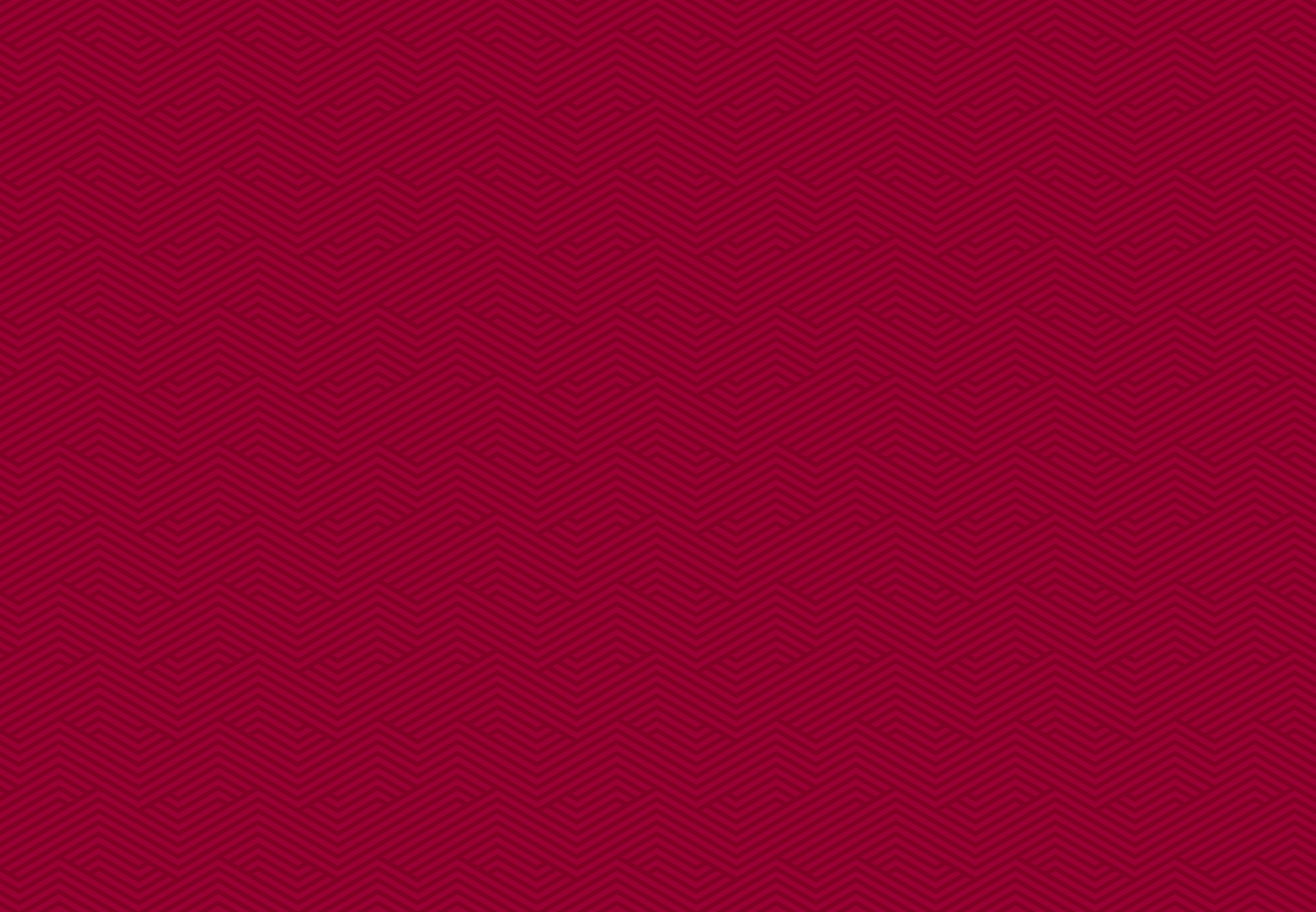
Employee's signature:

Date:

Supervisor's signature:

Date:





THE LAW SOCIETY OF NEW SOUTH WALES

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