



UNIVERSITY OF HULL

STUDENT PLACEMENT AGREEMENT **(Approved Placement Provider)**

THIS AGREEMENT is made on the _____ day of _____ 20[]

BETWEEN:-

The Placement Provider ("**Provider**")

PROVIDER NAME	
PROVIDER ADDRESS	

The Educational Institution ("**University**")

UNIVERSITY NAME	UNIVERSITY OF HULL
UNIVERSITY ADDRESS	Cottingham Road, Hull HU6 7RX England United Kingdom

IT IS AGREED AS FOLLOWS:

1. Placements
 - 1.1 The intention of this agreement is to facilitate and govern the roles of the Provider and the University in connection with work placements offered by the Provider to students of the University (**Student(s)**). The purpose of such placements shall be to enable Students an opportunity to apply their studies in a real workplace (**Placement(s)**).
 - 1.2 The provisions of this agreement are written in line with the QAAUK Quality Code indicators of sound practice, as set out in Part B of the UK Quality Code for Higher Education.
 - 1.3 For the purposes of this agreement, the Provider and University shall be collectively known as "**the Parties**".
 - 1.4 The University makes no representations to the Provider as to the quality or the suitability of a Student for a Placement.

- 1.5 In consideration of the offer of the Placements the Parties agree to the following terms of this agreement.

2. Term and Duration

- 2.1 Subject to clause 2.2 the term of this agreement shall be for a period of 3 years (**Initial Period**) from the Commencement Date, unless the agreement is terminated earlier in accordance with the terms of this agreement.
- 2.2 The Parties agree that this agreement may be extended by successive renewal periods of 3 years (**Renewal Period**) after the Initial Period, and following any Renewal Period, by agreement between the Parties and subject to the University being satisfied that the Provider continues to meet the requirements of the University in respect of suitability as a placement provider to be at the sole discretion of the University.

3. Placements

- 3.1 The duration, location and role to be undertaken in relation to each Placement shall be agreed between the Parties on an individual case by case basis.

4. Parties Obligations

- 4.1 The Provider agrees to:
- 4.1.1 notify the University if a Student suffers any accident or injury as a result of, or during the term of, a Placement;
 - 4.1.2 ensure the health and safety of Students at all times during Placements and to ensure that Students are provided with a safe working environment which shall include the Provider undertaking appropriate risk assessments of each Student's activities during a Placement and which shall include provision of appropriate health and safety training to Students, applicable to the Provider's business;
 - 4.1.3 provide Students with a full and clear induction in to the Provider and its working practices;
 - 4.1.4 ensure that Students are appropriately supervised during the course of a Placement and that supervision is provided by a competent and suitably qualified member of the Provider's staff;
 - 4.1.5 not put Students in a position to, or ask them to, undertake any work, duties or activities whilst on a Placement which would place the Student at risk or which are outside or above the experience and skill set of the Student;

- 4.1.6 have in place appropriate and adequate public and employer's liability insurance so as to cover Students and any work undertaken by a Student in connection with or arising out of a Placement;
- 4.1.7 to ensure that the Provider complies with all legislative and legal duties and obligations in respect of equality, health and safety and data protection as though the Students were employees of the Provider;
- 4.1.8 facilitate access for University staff to visit Students whilst they are on Placements;
- 4.1.9 provide guidance, as appropriate, to Students on any applicable local laws and immigration rules applicable to a Placement;
- 4.1.10 notify the University of any misconduct matters arising out of, or during a Placement, and work with the University in connection with the management and application of any misconduct proceedings concerning a Student;
- 4.1.11 the University having the sole discretion regarding a Student's entitlement to remain a student of the University even in the event of any misconduct matters as outlined at clause 4.1.10 above;
- 4.1.12 in the event that a Placement is taking place in a non-UK country, the Provider agrees to ensure that it makes available to Students at all times, an appropriate member of Provider staff who is sufficiently fluent in spoken English to be able to communicate effectively with the Students in the event that they are encountering any difficulties in understanding the Provider's instructions or directions. The Provider shall also ensure that all health and safety instructions are provided to Students in English where appropriate.

4.2 The University agrees to:

- 4.2.1 Provide to the Provider formal confirmation of approval of a Placement before a Student commences a Placement;
- 4.2.2 Provide the Provider with a nominated point of contact within the University for the duration of each Placement, so that any presenting issues can be effectively dealt with;
- 4.2.3 Where appropriate appoint a Placement practitioner(s) to visit Students whilst on Placements;
- 4.2.4 provide such assistance to the Provider as may reasonably be requested by the Provider for the duration of each Placement. The reasonableness of such requests to be determined at the sole discretion of the University;
- 4.2.5 continue to register each Student as a student of the University for the duration of a Placement.

5. Termination

- 5.1 The Provider may terminate a Placement at any time, without terminating the whole of this agreement, by giving written notice to the University of not less than 7 days.
- 5.2 The Provider shall be entitled to terminate a Placement with immediate effect, without terminating the whole of this agreement, by giving written notice to the University, in the event that a Student commits an act, which if an employee of the Provider, would be considered an act of gross misconduct.
- 5.3 A Student may terminate a Placement at any time, with immediate effect, by giving written notice to the University and the Provider and in such instance the Party receiving the notification of such termination from the Student shall contact the other Party and notify them of the termination of the Placement and as appropriate the reasons for such termination. In the event of termination of a Placement in accordance with this clause 5.3 this agreement shall continue and shall not be affected by such termination by the Student.
- 5.4 The University may terminate a Placement, with immediate effect, by giving written notice to the Provider.
- 5.5 This agreement may be terminated by either Party, at any time, by giving written notice to the other Party of not less than 60 days' notice. Termination of this agreement in accordance with the provisions of this clause 5.5 shall not affect any Placements which are underway as at the termination date and the Parties agree to continue to work together for the purposes of delivering any Placements underway at the time of termination so as to ensure the full performance of such Placements and it is agreed that the provisions of this agreement shall continue to apply to such Placements until they are completed or terminated in accordance with the terms of this agreement.
- 5.6 Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 5.6.1 the other Party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- 5.6.2 the other Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 5.6.3 the other Party becomes bankrupt, goes into liquidation, has a receiver, administrative receiver or administrator appointed over any of its assets or is otherwise insolvent;
- 5.6.4 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or



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5.6.5 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010)

5.7 On termination or expiry of this agreement:

5.7.1 The following clauses shall continue in force: 4, 5, 6, 7, 8, 9, 10

5.7.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

6. Status of the Parties

6.1 The Parties agree that for the duration of Placements, Students shall be engaged by the Provider as volunteers or Students and shall not be engaged as employees.

6.2 Nothing in this agreement is intended to construe a relationship between the Parties of agency, partnership, joint venture or contract of employment.

6.3 For the duration of Placements, provided that Students remain registered students of the University, Students shall remain subject to the University's rules, regulations and procedures including, by not limited to, the University's misconduct and disciplinary regulations and any conditions relating to a Student's programme of study.

6.4 The Parties agree not to make any comments or statement which would bring the other Party into disrepute or which may cause damage to the other Party or to the other Party's reputation.

7. Insurance and Financial Arrangements

7.1 The Provider agrees to maintain, at all times, for the duration of this agreement and in respect of each Placement, adequate liability insurance (including but not limited to public liability and employer's liability insurance) to cover any claims arising out of, in connection with or in consequence of, this agreement or a Placement.

7.2 Neither the Provider nor the University shall be liable to pay any sum to the other in respect of a Placement, under this agreement, except as expressly agreed in writing between the Parties.

7.3 The University shall not be responsible for, nor held liable for any failure of a Student or the Provider to obtain appropriate or sufficient insurance for a Placement.

8. Liability



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- 8.1 The University shall have no liability to the Provider for any loss, however so arising, under or in connection with a Placement or this agreement.
- 8.2 Nothing in this agreement is intended to exclude or limit either Party's liability for:
- a) death or personal injury arising as a result of the negligence of that Party;
 - b) fraud or fraudulent misrepresentation;
 - c) any other liability that cannot be excluded by law.

9. Confidentiality

- 9.1 Each party shall use all reasonable endeavours not to disclose to any third party Confidential Information that it may obtain from the other during or as a result of this agreement. For the purpose of this clause, "Confidential Information" means any information of a technical, confidential, business or proprietary nature (including, without limitation, technical or other specifications, techniques, inventions, procedures, designs, models, know-how, trade secrets, data, formulae, intellectual property rights, business plans or intentions, discoveries, market opportunities, computer programmes and other software, results of research trials or experiments of any kind) which is disclosed by one Party to the other in relation to or as a result of this agreement and whether disclosed, orally, pictorially, in writing, by demonstration, by viewing, by CD, DVD, electromagnetic or other media, or by any other means, and includes the existence of discussions between the Parties, the agreement and its content.

- 9.2 No party shall be under any obligation under this clause with respect to information which:

9.2.1 is known to the recipient before the Commencement Date, and not subject to any obligation of confidentiality; or

9.2.2 is or becomes publicly known without the fault of the recipient; or

9.2.3 is obtained by the recipient from a third party in circumstances where the recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the discloser; or

9.2.4 is independently developed by the recipient; or

9.2.5 is approved for release in writing by an authorised representative of the discloser; or

9.2.6 the recipient is specifically required to disclose pursuant to the Freedom of Information Act 2000 or an order of any Court of competent jurisdiction in order to fulfil the Court Order.

10. Data Protection



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10.1 The Parties agree to abide, at all times, with all relevant Data Protection Legislation (as defined in Schedule 1) and agree to comply with the provisions of Schedule 1.

11. General

11.1 No waiver of a breach by any Party of any covenant, condition, obligation or understanding of this agreement shall be deemed to constitute a waiver of any other breach of the same, or of any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by any Party in exercising any right under this agreement shall operate as a waiver thereof; nor shall any single or partial exercise by any Party of any right preclude any further exercise thereof, or the exercise of any other right.

11.2 Should any part or provision of this agreement be prohibited or rendered void or unenforceable by any legislation to which it is subject, the part or provision in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable, and no further; and the validity or enforceability of any other part of this agreement shall not thereby be affected.

11.3 The Parties agree to comply with all laws applicable to this agreement and the Placements.

11.4 Variation to this agreement is permitted only upon written agreement between the Parties which has been signed by authorised signatory for both Parties.

11.5 Unless specified within the agreement, this agreement does not create any right enforceable by any person not a party to it and the Contracts (Rights of Third Parties) Act 1999 is specifically excluded.

12. Governing Law

12.1 The Parties agree that the English courts shall have exclusive jurisdiction in connection with any disputes arising under or in connection with this agreement and the agreement shall be governed by the laws of England.

The Parties agree to the terms of this Agreement:

Signed for and on behalf of the **Provider**:

Signature: _____

Print Name: _____

Position: _____

Date: _____

Signed for and on behalf of the **University**:



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Signature: _____

Print Name: _____

Position: _____

Date: _____

Schedule 1

Data Protection

(*****Please note that this Schedule is applicable only for Placements taking place in the European Economic Area (EEA) - in the event that a Placement is taking place outside the EEA or where a Provider is based outside of the EEA (regardless of the location of the Placement) the Parties shall consider the appropriate Data Protection provision considering the Country in which the Placement/Provider is to based and shall put in place appropriate Data Protection Provisions in accordance with the Data Protection Legislation)

1. DEFINITIONS

In this Schedule 1 the following definitions shall apply:

**"Controller", "Processor"
"Data Subject" and "Data
Protection Officer"** shall have the meaning given to those terms in the applicable Data Protection Laws;

"Data Protection Laws" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 1998 ("**DPA**") and EC Directive 95/46/EC (the "**DP Directive**") (up to and including 24 May 2018) and on and from 25 May 2018, the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

"Data Processing Particulars" means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed; and
- (d) the categories of Data Subjects;

as set out in Appendix 1.

"Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to

rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

"GDPR"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Good Industry Practice"

means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert in the fields in which the Parties operate to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;

"ICO"

means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

"ICO Correspondence"

means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;

"Losses"

means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

Permitted Recipients"

means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (*Data Processing Particulars*);

"Personal Data"

means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (*Data Processing Particulars*));

"Personal Data Breach"

has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(d);

"Processing"	has the meaning set out in the Data Protection Laws (and " Process " and " Processed " shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
"Third Party Request"	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

2. DATA PROTECTION

2.1 Nature of the Processing

2.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the Parties shall each Process the Personal Data;
- (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
 - (i) the University shall be a Controller where it is Processing Personal Data in relation to Students and their enrolment as a student of the University and in connection with Placements for the purposes of progression of studies; and
 - (ii) the Provider shall be a Controller where it is Processing Personal Data in relation to Students relating to their roles as volunteers, workers, employees and or students on placements whilst they are on a Placement with the Provider in order that the Provider may comply with its

statutory obligations together with complying with the terms of the agreement;

- (c) Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(d) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

2.1.2 Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

2.1.3 Each of the Parties acknowledges that:

- (a) the Data Protection Officer for the University is Luke Thompson (email: dataprotection@hull.ac.uk) ; and
- (b) the Provider shall notify the University in writing if it has appointed a data protection officer in accordance with the provisions of the Data Protection Legislation.

2.2 Data Controller Obligations

2.2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:

- (a) where required to do so make due notification to the ICO;
- (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
 - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
 - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;

- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;
- (d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements, and where requested provide to the University with evidence of the Provider's compliance with such requirements promptly, and in any event within forty eight (48) hours of the request;
- (e) notify the other Party promptly, and in any event within forty eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
- (f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (g) notify the other Party in writing without undue delay and, in any event, within twenty four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;
- (h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (i) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;

- (j) the Provider shall not transfer any Personal Data it is processing to a Restricted Country;
- (k) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

3. INDEMNITY

- 3.1 The Provider shall indemnify on demand and keep indemnified the University from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the University to the extent arising from the Provider's breach of its obligations under this Schedule 1 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:
 - 3.1.1 any monetary penalties or fines levied by the ICO on the other Party;
 - 3.1.2 the costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO;
 - 3.1.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
 - 3.1.4 except to the extent covered by Paragraphs 3.1.1 or 3.1.1 or 3.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.
- 3.2 Nothing in this Agreement shall exclude or limit the Provider's liability under this Paragraph 3.

Appendix 1

Data Protection Particulars

The subject matter and duration of the Processing	The University shall provide the Provider with personal data relating to Students who have confirmed that they wish to be placed with the Provider for the purpose of a Placement. The personal data shall be provided by the University to the Provider prior to the commencement date of the placement. The Provider shall only process and store the personal data of a Student for the duration of the Placement and for so long and for no longer than necessary in order to comply with their statutory obligations.
The nature and purpose of the Processing	The University shall process personal data for the purpose of delivering education and meeting its contractual obligations to the Students. The Provider shall process personal data for the purposes of complying with their statutory obligations and to ensure that a record is kept of staffing within their organisation. The Parties shall both process personal data in connection with the provisions and implementation of Students who have notified the University of a wish to undertake a Placement with the Provider and in order that the University can process information relating to the Student and the Placement for the purpose of accounting for the Placement within the Students' education.
The type of Personal Data being Processed	Name Address Contact Telephone Numbers Contact Email addresses Medical conditions/medical history (as applicable in order to comply with requirements to make reasonable adjustments under the Equality Act 2010)
The categories of Data Subjects	Students of the University of Hull