



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

The Student (“Student”)

The Placement Provider (“**Provider**”)

The Educational Institution (“University”)



UNIVERSITY
OF HULL



UNIVERSITY OF HULL

	England United Kingdom
UNIVERSITY NAMED CONTACT FOR THE PLACEMENT (NAME AND POSITION)	
EMAIL ADDRESS	
TELEPHONE NUMBER	

Placement Particulars ("**Particulars**")

START DATE	
END DATE	
LOCATION (ADDRESS)/PLACE OF PLACEMENT (" Location ")	
GRATUITY OFFERED TO STUDENT BY THE PROVIDER (IF APPLICABLE) (" Gratuity ")	
HOURS OF PLACEMENT (WORKING HOURS)	

IT IS AGREED AS FOLLOWS:

1. The Placement
 - 1.1 The intention of the placement is to provide the Student with an opportunity to apply their studies in a real workplace.



UNIVERSITY OF HULL

- 1.2 The Provider agrees to provide the Student with a placement within its organisation the details of which are set out in the Particulars section above ("**the Placement**").
- 1.3 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.
- 1.4 For the purposes of this agreement, the Provider, University and Student shall be collectively known as "**the Parties**".
- 1.5 The University makes no representations to the Student as to the nature or quality of the Placement or the Provider
- 1.6 The University makes no representations to the Provider as to the quality or the suitability of the Student for the Placement.
- 1.7 The University makes no warranties or representations, and accepts no liability, as to the accuracy of the information provided regarding the Student or the Provider.
- 1.8 In consideration of the offer of the Placement the Parties agree to the following terms of this agreement.
- 1.9 The Student agrees to:
 - 1.9.1 remain registered as a student of the University and agrees to abide by all applicable University Regulations;
 - 1.9.2 arrange, on their own behalf, suitable and adequate insurance, including but not limited to appropriate travel insurance (if applicable), to cover the Placement and if travelling outside the UK for the Placement, time within the country where the Placement is taking place, and to provide evidence of the same to the University if so requested, for the avoidance of doubt such insurance should include sufficient and suitable medical and sickness cover for the Student;
 - 1.9.3 Comply with the Provider's reasonable instructions, policies and procedures during the Placement;
 - 1.9.4 maintain agreed levels of attendance for the duration of the Placement, save for any periods of illness or injury which prevents the Student from fulfilling the hours as agreed in respect of the Placement. Where such illness or injury arises, the Student agrees to notify the University and to also comply with the Provider's reasonable policies, procedures and instructions in respect of absence reporting;
 - 1.9.5 not divulge to any third party any University or Provider information which may be considered confidential in nature without the University or Provider's prior consent (as appropriate) unless such confidential information is already in the public domain at the time of disclosure or where such disclosure is required by law;

- 1.9.6 upon request from the Provider, at the termination or conclusion of the Placement, to return to the Provider all documents, equipment and materials that belong to the Provider;
- 1.9.7 if the University requests, reflect on their experience during the Placement and to evaluate the work completed and the results obtained with respect to the agreed objectives with the Provider, and shall provide a written report to the University regarding the Placement in a format and containing such information as requested by the University. Such report may be disclosed to the Provider at the discretion of the University.

1.10 The Provider agrees to:

- 1.10.1 notify the University if the Student suffers any accident or injury as a result of, or during the term of, the Placement;
- 1.10.2 ensure the health and safety of the Student at all times during the Placement and to ensure that the Student is provided with a safe working environment which shall include the Provider undertaking appropriate risk assessments of the Student's activities during the Placement and which shall include provision of appropriate health and safety training to the Student, applicable to the Provider's business;
- 1.10.3 provide the Student with a full and clear induction in to the Provider and its working practices;
- 1.10.4 ensure that the Student is appropriately supervised during the course of the Placement and that supervision is provided by a competent and suitably qualified member of the Provider's staff;
- 1.10.5 not put the Student in a position to, or ask them to, undertake any work, duties or activities whilst on the Placement which would place the Student at risk or which are outside or above the experience and skill set of the Student;
- 1.10.6 have in place appropriate and adequate public and employer's liability insurance so as to cover the Student and any work undertaken by the Student in connection with or arising out of the Placement;
- 1.10.7 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 Student were an employee of the Provider;
- 1.10.8 facilitate access for University staff to visit the Student whilst they are on Placement;
- 1.10.9 provide guidance, as appropriate, to the Student on any applicable local laws and immigration rules applicable to the Placement;

- 1.10.10 notify the University of any misconduct matters arising out of, or during the Placement, and agrees to work with the University in connection with the management and application of any misconduct proceedings concerning the Student;
- 1.10.11 the University having the sole discretion regarding the Student's entitlement to remain a student of the University even in the event of any misconduct matters as outlined at clause 1.10.10 above;
- 1.10.12 in the event that the Placement is taking place in a non-UK country, the Provider agrees to ensure that it makes available to the Student at all times, an appropriate member of Provider staff who is sufficiently fluent in spoken English to be able to communicate effectively with the Student 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 the Student in English where appropriate.

1.1 The University agrees to:

- 1.1.1 Provide to the Provider formal confirmation of approval of the Placement before the Student commences the Placement;
- 1.1.2 Provide the Provider with a nominated point of contact within the University for the duration of the Placement, so that any presenting issues can be effectively dealt with;
- 1.1.3 Where appropriate appoint a Placement practitioner(s) to visit the Student whilst on Placement;
- 1.1.4 provide such assistance to the Provider and/or the Student as may reasonably be requested by the Provider and/or the Student for the duration of the Placement. The reasonableness of such requests to be determined at the sole discretion of the University;
- 1.1.5 continue to register the Student as a student of the University for the duration of the Placement.

2. Duration of the Placement

- 2.1 The Placement shall commence on the Start Date set out in the Particulars and shall terminate on the End Date as set out in the Particulars, unless it is terminated early in accordance with clauses 2.2-2.5 below. The Placement may be extended by agreement between the Parties and the terms of this agreement shall apply to any such extension.
- 2.2 The Provider may terminate the Placement at any time by giving written notice to the other Parties of not less than 7 days.



UNIVERSITY OF HULL

- 2.3 The Provider shall be entitled to terminate the Placement with immediate effect, by giving written notice to the other Parties, in the event that the Student commits an act, which if an employee of the Provider, would be considered an act of gross misconduct.
- 2.4 The Student may terminate the Placement at any time, with immediate effect, by giving written notice to the other Parties.
- 2.5 The University may terminate the Placement, and this agreement, with immediate effect by giving written notice to the other Parties, if the University determines that it is in the best interests of the Student or if the Student ceases to be a student of the University for any reason.

3. Status of the Parties

- 3.1 The Parties agree that for the duration of the Placement the Student shall be engaged by the Provider as volunteer or Student and shall not be engaged as an employee.
- 3.2 Nothing in this agreement is intended to construe a relationship between the Parties of agency, partnership, joint venture or contract of employment.
- 3.3 For the duration of the Placement, provided that the Student remains a registered student of the University the Student 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 the Student's programme of study.
- 3.4 The Parties agree not to make any comments or statement which would bring another Party into disrepute or which may cause damage to a Party or to a Party's reputation.

4. Insurance and Financial Arrangements

- 4.1 The Provider agrees to maintain, at all times, for the duration of the 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, the Placement.
- 4.2 Neither the Provider nor the University shall be liable to pay any sum to the Student in respect of the Placement, under this Agreement, except the Gratuity or any such other monies which may be agreed between the Parties, but for the avoidance of doubt shall not include a wage or salary to the Student.
- 4.3 The Student shall be responsible for ensuring that they have obtained appropriate insurance prior to commencing the Placement where such insurance is not covered by the Provider. The University shall not be responsible for, nor held liable for any failure of the Student to obtain appropriate or sufficient insurance for the Placement.

5. Liability

- 5.1 The University shall have no liability to another Party for any loss, however so arising, under or in connection with the Placement or this Agreement.
- 5.2 Nothing in this Agreement is intended to exclude or limit any 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.

6. Data Protection

- 6.1 The Parties agree to abide, at all times, with all relevant Data Protection Legislation (as defined below) in connection with this Agreement and the Placement.
- 6.2 For the purposes of this clause 6 Data Protection Legislation shall mean: while they remain in force the Data Protection Act 1998, the European Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and from 25th May 2018 the European General Data Protection Regulation and any other laws and regulations relating to the processing of personal data and privacy which apply to a Party and, if applicable, the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority.
- 6.3 The Student agrees and consents to the University and the Provider holding and processing personal data relating to the Student for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" or "special categories of personal data" as defined in the Data Protection Legislation (collectively 'personal data'), relating to the Student, as necessitated by the terms of this agreement and in connection with the proper performance of the Placement.
- 6.4 The Student agrees to the Provider and the University sharing personal data between them in order to facilitate the Placement and in order that the University may be informed by the Provider of the Student's progress in connection with the Placement.

7. Tier 4 Students

- 7.1 The Student acknowledges and agrees, if applicable, that they shall comply with the requirements and UKVI guidance for holders of Tier 4 Visas (non-EU International Students). The Student shall ensure, prior to entering into this agreement, that they will



UNIVERSITY OF HULL

not be in breach of visa conditions before accepting the Placement and must notify the University in the event of an actual or anticipated breach.

8. Governing Law

- 8.1 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 by the **Student**:

Signature: _____

Print Name: _____

Date: _____

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

Signature: _____

Print Name: _____

Position: _____

Date: _____

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

Signature: _____

Print Name: _____

Position: _____

Date: _____