

UNIVERSITY CODE OF PRACTICE: APPROVAL OF PLACEMENTS AND MOBILITIES (UK AND WORLDWIDE)

Item	Description
Document title:	Approval of Placements and Mobilities (UK and Worldwide)
Review date:	
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Date approved:	
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Contact:	quality@hull.ac.uk
Application to collaborative provision:	For Information Only
Application for exemptions to:	ULTC

Introduction

- 1) The University of Hull is committed to working with employers, exchange partners and Professional, Statutory and Regulatory Bodies (PSRBs) to ensure that its provision meets the needs of students and employers.
- 2) The University seeks to maximise the opportunities its students have to develop practical experience of professional settings and to learn through placements in order to enhance their employability and understanding of the world of work.
- 3) This Code of Practice provides a universal reference point for those University Faculties and Departments that include placement and/or mobility learning as an integral part of their programmes of study (UK and Worldwide).
- 4) This Code has been produced so all stakeholders are clear on what their responsibilities are regarding placement and mobility learning, whilst also providing a clear and efficient approval process. This Code aims to provide clear guidance and an efficient process so that staff and students are able to make the most of placement and mobility learning opportunities, whilst also ensuring that the risks to all those involved are evaluated and minimized. It sets out a series of principles which should be followed whenever placement learning is integral to a programme of study at undergraduate or postgraduate level.
- 5) The wide range of programmes and accreditations available means that student placements vary widely across the institution. As well as varying by subject discipline, placements also differ according to whether they are compulsory or not, their duration (from one week to one year) and whether they are allocated to students internally or through external recruitment procedures. This Code therefore represents the University's baseline standard for approving and managing all placement and mobility activities.
- 6) In academic units with professional considerations, the PSRB process may involve a set of requirements and/or procedures over and above those outlined in this Code. In such cases, the requirements and standards of the PSRB supersede those contained within this code and **must always be met**. As a part of the management of PSRB placements, academic units must refer to their localised policies, practices and management tools.
- 7) Student placements and mobility should always be considered within their wider legislative context, including national employment regulations.
- 8) The accompanying Guidance Notes for the Approval of Placements and Student Mobility document (staff and students) provides detailed advice to support compliance with this Policy.
- 9) This Code does not include guidance on support for costs associated with undertaking placements and mobility. The Code should therefore be read in conjunction with the Hidden Costs Policy. In addition, the Code recognises that there may be support available for

students within each Faculty and that guidance should therefore be obtained from the Faculty Placement Co-ordinator.

- 10) This Code does not include guidance on the academic assessment of placements.
- 11) QAA Guidance, ASET best practice models and USHA Placement Health and Safety Guidance were considered in the production of this Code, the subsequent approval process and Guidance Notes.

Definitions

- 12) The following terms are used in this policy:
- a) **Placement** refers to work-based learning undertaken by a student with a placement provider, which is integral to their course or programme of study, and there is a transfer of direct supervision to the placement provider (or to the student themselves if acting in a self-employed capacity).
 - b) **Mobility** refers to international study abroad activities or activities such as international internships which do not contribute to course outcomes.
 - c) The **Placement Co-ordinator** refers to any person within the University who organises or co-ordinates student placements, which form part of a University course.
 - d) The **Placement Provider** is the host employer or organisation providing the placement.
 - e) The **Exchange Partner** is the host University of a study abroad exchange – in most cases this will be an international institution.
 - f) **Placement students/students** are University of Hull students working under the control of a placement provider (usually) away from University premises (unless the University is the placement provider).

More detailed definitions are provided within the guidance document which accompanies this Code.

- 13) Accordingly, this Code of Practice covers placement learning within the following broad categories (all of which will contribute towards course outcomes and carry credit bearing):
- a) **Study Abroad Placements.** These may be organised under the Erasmus scheme or through a separate or broadly equivalent Learning Agreement and will cover EU and worldwide destinations.
 - b) **Working Abroad Placements.** For example working in a commercial setting or for a voluntary organisation (if taking place within the EU these can often be referred to as study abroad placements under the Erasmus scheme).
 - c) **Industrial Placements** (including work-based learning and professional experience). Whether paid or not, that involve a credit-bearing period in industry.
 - d) **Time spent** in an environment that enables essential professional competencies to be developed and/or demonstrated, e.g. a hospital, school, social work department. Such placements will generally be arranged in accordance with the requirements of a PSRB and may involve week(s) blocks or parts of a week over a specified period of time.
 - e) **Placements** which may be based across a very wide range of organisations and forming part of a module(s) designed to broaden experience and develop graduate employability skills.

- f) **Research degree programmes**, such as Professional Doctorate programmes, where the student will be drawing upon the resources and/or support of a third party for work-based research intermittently or for a minor part of their studies.

A risk-based approach to placement and mobility approval

- 14) The approval process places the student at the heart of the risk-based approach. The process requires them from the outset to assess the risks associated with their placement or mobility, with guidance, in accordance with the 'Approval Process' (Appendix 1) and the 'Placement/Mobility Risk Assessment' (Appendix 2). This serves two purposes:
 - a. It ensures the student is taking the placement/mobility opportunity seriously and is taking some responsibility for associated risks (both personal and placement/mobility related) and their mitigation.
 - b. Provides an opportunity for students to develop employability skills and considerations for future endeavours.
- 15) The 'Placement and Mobility Risk Assessment' is then assessed by Placement Co-ordinators. There is capacity within the document for additional comments and recommendations. Placement Coordinators then complete the following steps within the approval process. On completion of all necessary paperwork the placement is officially approved by the Head of Academic Unit.
- 16) The risk-based and risk management approach focuses on six health and safety risk factors. These are aligned with those identified in the UCEA Health and Safety Guidance for the Placement of Higher Education Students, ASET Best Practice Models, QAA Guidance and USHA Placement Health and Safety Guidance.
- 17) The six health and safety risk factors are:
 - a. **Nature of work:** for example, the nature of the work or business of the placement provider may involve exposure to hazardous materials.
 - b. **Travel and transportation:** for example, the student might have to travel a considerable distance to get to the placement setting.
 - c. **Location and/or regional factors:** for example, a student working in a remote location where access to medical or rescue services might be limited or non-existent and where communication might be problematic.
 - d. **Environmental health factors:** for example, countries where health risks require vaccinations, or where extreme heat or cold might result in serious injury or medical conditions such as heat stroke or hypothermia.
 - e. **Individual students:** for example cultural, disability, health, or linguistic factors that might result in increased risk of accident or which might require reasonable adjustments to support the student whilst in the work setting.
 - f. **Insurance limitations:** where students are in work settings or placements that are not covered by the University's or the provider's insurance. For example, a provider may not have personal or third party liability cover for work undertaken by the student. A placement setting might require prior acceptance from the University's insurer before being covered. It is also important to ensure adequate insurance is in place when undertaking an international placement/mobility e.g. ensuring study, medical and health cover is suitable for the proposed activity and arrangements within the host country.

- 18) The risk assessment provides an opportunity to assess the overall risks associated with the placement/mobility, including student suitability and activity based risks. Once completed the overall risk is assessed and classified into one of three categories – **Low, Medium and High**. The initial student assessment is assessed by Placement Co-ordinators and then officially approved by the Head of Academic Unit.
- a. In the case of Study Abroad (and study abroad placements), students must also complete the Placement and Mobility Risk Assessment (Appendix 2). Although not engaging with a placement provider, with any risks associated with the Exchange Partner mitigated by the due diligence process involved with securing a partnership with another institution, this exercise provides an opportunity for students to consider risks associated with independent travel and assess suitability. Completed risk assessments are required if the student is applying for Erasmus Grant funding, as per the Erasmus Charter (EU mobility only).
- 19) There is clear differentiation within the Approval Process (Appendix 1) for each risk category - providing adequate and additional processes in accordance with national guidance.
- 20) Once a placement provider has been approved, their details must be recorded within the central approved employer database, under the appropriate Faculty data sheet. This data, and the parameters contained within the data sheets, will be determined centrally and will be audited yearly to ensure compliance.
- 21) The use of an exchange partner (for both study and placement) is governed by existing exchange/partnerships agreements, which will differ between Faculties. Before proceeding, advice should be sought from the Academic Partnership Office (APO), in accordance with the Study Abroad Approval Process (Appendix 1).

Responsibilities

- 22) Head of Academic Unit
- a) To ensure compliance of this Code.
- b) To give due regard to the accompanying Approval Process.
- c) To ensure staff are competent to carry out their roles.
- d) To implement appropriate arrangements for monitoring compliance with this Policy.
- e) To provide appropriate resources to ensure the fulfilment of the approval process.
- f) Once the approval process has taken place, to officially authorise the commencement of the placement.
- 23) Those with managerial and supervisory responsibilities of staff involved with placements
- a) To support all staff in meeting their responsibilities.
- b) To provide supervision and instruction as required to the staff under their supervision.
- c) To ensure safety information, including this Policy, is communicated to all relevant staff and students.
- 24) All staff (including visiting academics/placement academic/Tutor etc.)
- a) To support those with management and supervisory responsibilities in meeting their responsibilities.
- b) Where applicable, to undertake suitable risk assessments.

- c) To report any issues they may identify in relation to health and safety.
- d) When assigned to do so, to ensure adequate contact and supervision of the placement/mobility.
- e) To ensure adequate contact is made during the placement period.
- f) To ensure the work undertaken is meeting course requirements and that all stake-holders remain happy with the arrangements. Time should be taken to ensure all relevant issues are discussed and resolved within a timely manner.

25) Placement Co-Ordinator

- a) To instigate and manage the approval process, ensuring all processes are followed.
- b) To offer and continue to provide guidance and support to all students pre, during and post placement/mobility activity (the Code recognises that the practicalities of this support will vary across faculties and that the Placement Coordinator will not necessarily be the point of contact in all cases)
- c) To counter sign and complete the Placement/Mobility Risk Assessment.
- d) To complete the approval process, including the differentiated pathways, and to ensure all paperwork is sent to the Head of Academic Unit for final approval.
- e) To ensure the corresponding control measures are applied.
- f) To ensure localised additions to the process, detailed within this Policy, are adhered to and recorded effectively (PSRB).
- g) To ensure that placement providers are aware that it is their responsibility to ensure that the student placed with them receives adequate support and guidance as specified in the student handbook.
- h) To ensure support is made available to students who notify them of any issues which may jeopardise the success of their placement. These issues are not limited to Health and Safety or learning. If the issue(s) cannot be resolved, the University reserves the right to withdraw the student from the placement.
- i) To ensure that placement providers are aware that they are expected to provide the University with feedback about the progress of the placement when requested. Any feedback that is required by a PSRB validating body must be explicitly stated.

26) Student

- a) To source their own placement opportunities when/where applicable.
- b) To complete the necessary risk assessments as per the Code and associated guidance.
- c) To continue to communicate with Faculty staff with regards to the sourcing, securing and management of placement/mobility activities – ensuring academic compatibility.
- d) To understand that, whilst on placement, they are representatives of the University of Hull and as a result they **must** behave in a professional and responsible manner.
- e) To notify their University Placement Co-ordinator or staff contact if any issues occur whilst on placement which may jeopardise the success of their placement. These issues are not limited to health and safety or learning. If the issue(s) cannot be resolved, the University reserves the right to withdraw the student from the placement.
- f) To ensure they assess their learning experience during and after the placement and to provide feedback to the University as required - whilst completing any academic work required for module completion.
- g) To ensure they pay due consideration to all the information given to them about their placement by the University and the Placement Provider.

Arrangements

27) It is important that all placement and mobility opportunities are correctly assessed and evaluated. Expectations and responsibilities should be clearly communicated with students and placement providers (e.g. risk assessments, Placement Agreements [Appendix 3]) in advance of a student commencing a placement, so far as is reasonably practicable. This is to ensure that they meet the University requirements for health and safety, as well as academic requirements of the course.

28) Once the risk category has been determined and the placement provider has been approved (and when there is no reason to believe the risks have changed significantly and that the setting, nature and context of the workplace is not different), the following arrangements can be applied:

a) Previous placement arrangements can be used for:

- 3 years for low-risk categories
- 2 years for medium-risk categories
- 1 year for high-risk categories

For example, if a placement provider has been approved for a placement within an office setting (typically Low) and within the subsequent three years would like to offer a placement within its engineering department (typically higher risk) a new approval process must be administered, despite both placements being with the same provider.

29) As a part of the approval process, evidence of adequate insurance must be gained (both Public and Employer's liability for UK placements – see guidance for international). Details of insurances must be recorded within the approved employer database. With regards to paragraph 26, insurance details must be checked annually to ensure coverage irrespective of risk category.

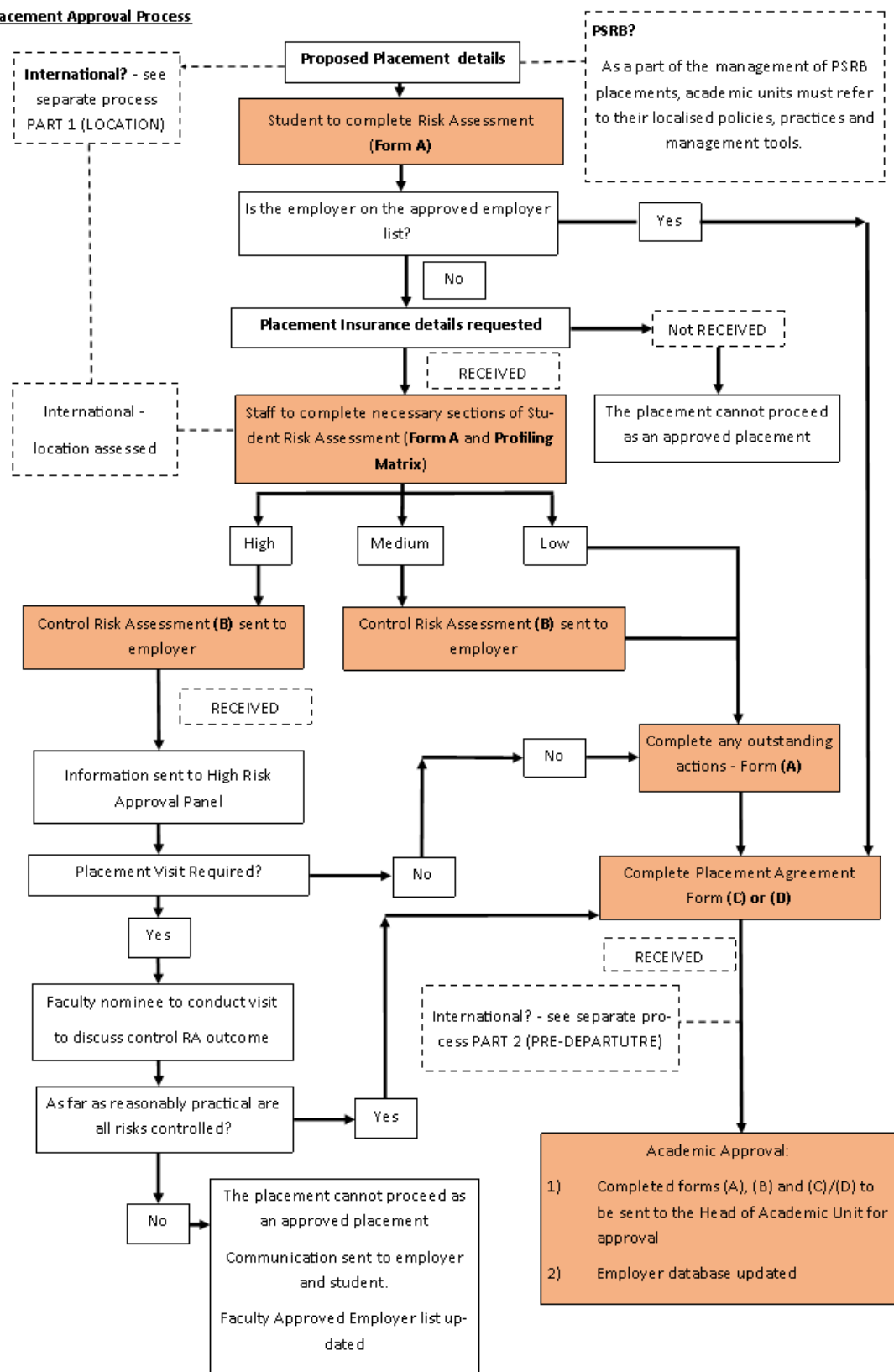
30) Placement Co-ordinators and visiting academics should be competent to assess the risks to students, and this may include the need for occupational or professional competency. This can be achieved by attending the University's in-house training course.

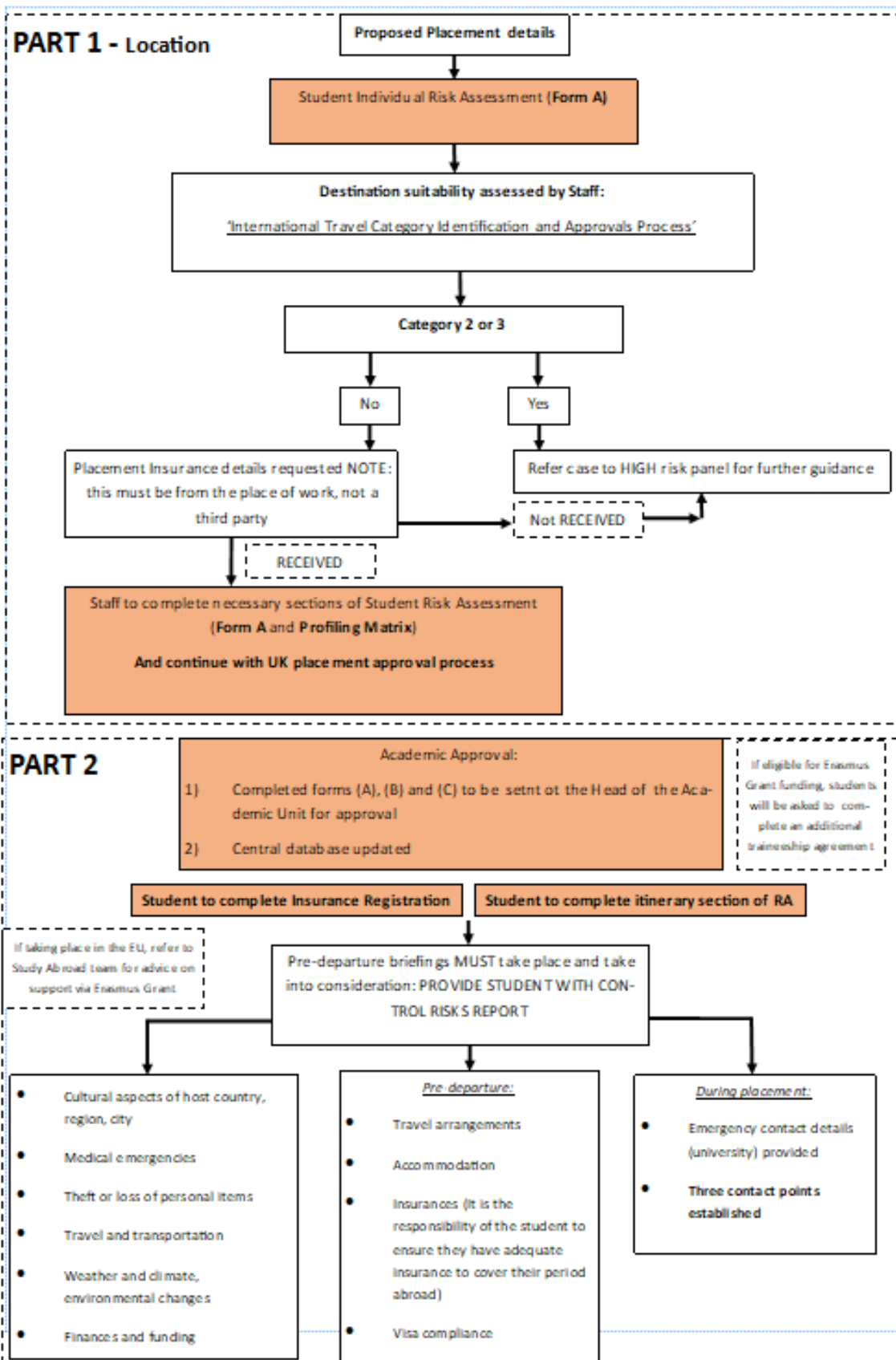
31) All staff involved with the organisation of placements and student mobility activities will be expected to attend training on the approval process every three years.

32) Students should receive appropriate briefing/training relevant to the risk categorisation of their placements. This should include guidance on working abroad if not within their home country, as per the Approval Process. Guidance notes for students accompany this Code.

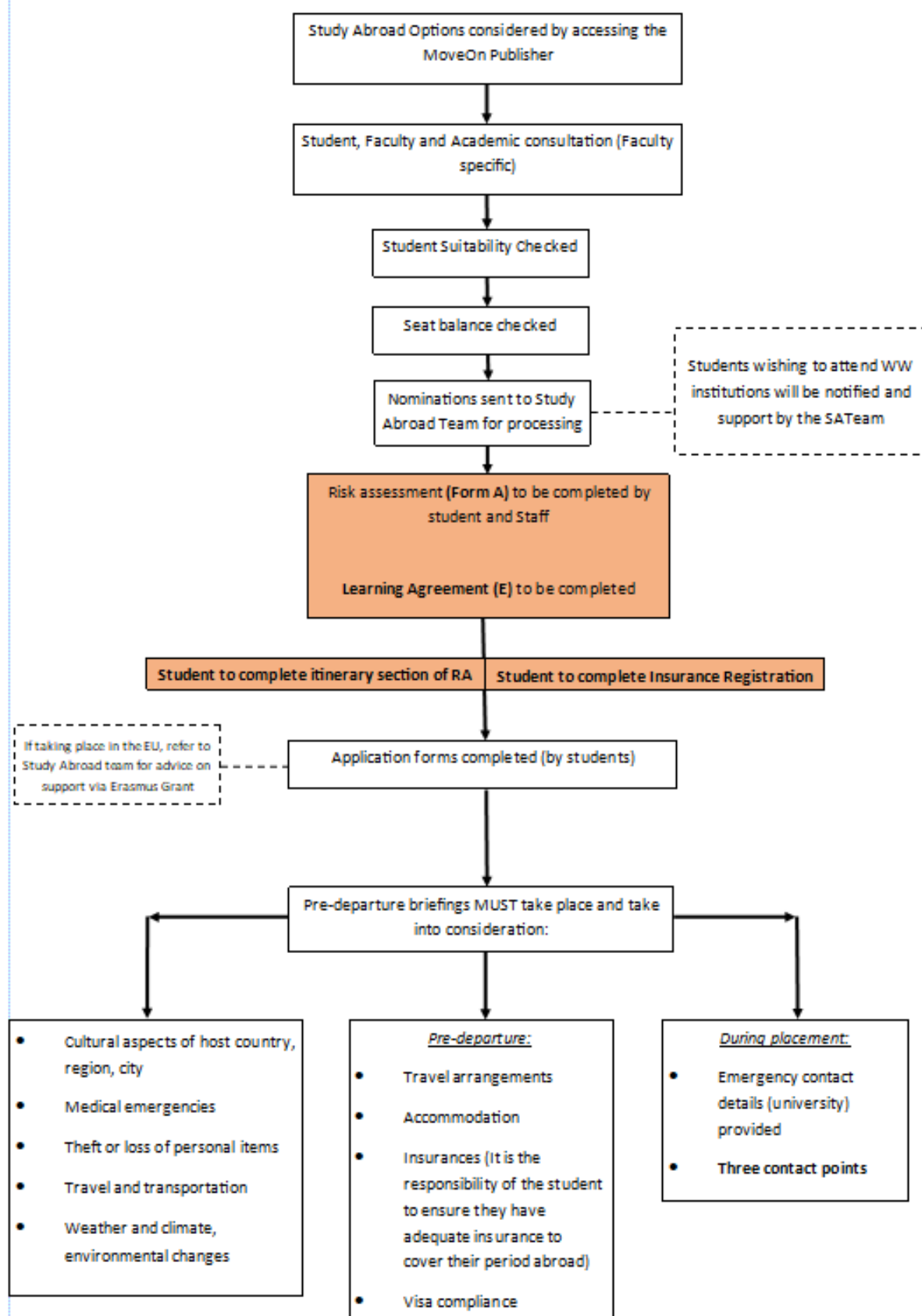
Appendix 1

UK Placement Approval Process





Study Abroad Approval Process



Placement and Mobility Risk Assessment
Student Placement and Mobility Risk Assessment

Form A

Instructions for Completion

The assessment form is to be completed by students who are undertaking a placement or mobility activity that requires a student's assessment of risk. These independent activities include:

- Studying overseas on a summer school, study abroad or student exchange
- Carrying out a year in industry, in the UK or overseas
- Short school placements / optional modules
- Any other activity that does not come under any of the above options

In undertaking any such independent activity, you should consider the risks involved. Some of these may be practical issues, some personal and some study related. Please complete the form and supply any sources of evidence which you have used in your assessment of the risk. The categories provided are not exhaustive and you can add to them if you identify that your activity entails further risks.

You should complete all sections providing as much detail as possible, taking time to consider the risks associated with your placement. Each 'factor' is split into HIGH, MEDIUM and LOW (with guidance) risk levels. Based on your own judgement and understanding you must 'tick' the appropriate risk level. The second stage is to consider ways in which the risks can be managed or reduced (please refer to guidance) and detail these in the appropriate section. If any statements do not apply to your situation, please enter "not applicable" or 'n/a' in the necessary fields. Please do not leave any sections blank.

Faculty staff will also evaluate your risk assessment and provide feedback. **Faculty staff will determine the overall risk category for the placement activity.** Once the risk rating has been confirmed the placement/mobility process will be followed.

Some points to consider:

- Completing this assessment, regardless of the outcome, does not mean you have been authorised to undertake your placement/mobility activity. This will be confirmed by your Faculty team
- Even if some categories are 'High', or indeed the placement/mobility activity has been classed as 'High Risk', this does not mean your placement/mobility activity will not go ahead. In these instances the assessment will be reviewed by an independent panel which will consider your mitigation against the risks and decide whether to approve your involvement.

Glossary and things to consider:

Factors: This column lists possible risks that could be associated with your planned activity (high, medium or low). You should add any additional factors at the end of the column.

Mobility Factors: These relate to the placement provider and to the work that you will be carrying out. They include the nature of the work-based hazards to which you may be exposed. Control measures may include your professional knowledge and expertise.

Travel and Transportation Factors: Driving and travel while carrying out the business of the placement provider can be a risk. Placements do not just involve the work carried out for the placement provider. Depending on the nature and location of the placement, you may face significant health, safety and welfare issues associated with your travel to and from the placement and to and from your accommodation. Check with your car insurance provider whether you need to add business insurance. Going overseas? Do your research, and get the best insurance cover you can – ideally ‘multi-trip’ insurance.

Location and/or Region Factors: The location of the placement can have considerable impact, particularly if outside of the UK.

General / Environmental Health Factors: You may face significant health, safety and welfare issues associated with the environmental conditions in your place of work / activity - general location, your accommodation, cultural differences, food and drink etc.

Individual Student Factors: You are an individual. Your health, knowledge, skills, personality and experience could all have an impact on health & safety in particular environments. If you have personal factors i.e. health, disability, linguistic or cultural, which may require specific adjustments or support, this will have an impact on the suitability of your placement/mobility activity. We will work with the placement provider to ensure that access and support requirements are provided for you when on placement.

Insurance Limitations: Insurance is a means of transferring risk by paying for the provision of professional support and financial recompense if things go wrong. Any assessment must include consideration of the extent and limitations of the insurance arrangements of both the University and the placement provider. If outside the UK, the contractual arrangements and the legal requirements of the country where the placement will take place will need to be researched and considered. The university has a policy which covers international travel, medical and health, however, further considerations and additional cover may be required.

Overseas Placements / Activities: You are advised to use the Control Risks link below for specific in-country risk assessment documentation, which will advise you of any specific risks associated with the country to which you are planning to travel. You should also visit www.fco.gov.uk – the Foreign Commonwealth Office (FCO) for further information on travel security.

To assist in your research, you can make use of the Control Risks site on <https://www.controlrisks.com> (International SOS) Login details are:
Username – 14ACRS000002 - Password – 14ACRS0000

Personal and Activity Details

Student Name:	Contact Number (mobile):
Student Number:	
Programme of Study:	

As part of my degree programme, I have decided to undertake the following activity:

Nature of activity (placement, Study Abroad, internship, UK or overseas?)	
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Start Date:	Finish Date:
Type of Activity to be undertaken - What will you be doing and where will you be working i.e. Lab / Workshop / Office-based (please state where you will be working):	
Address of placement provider/activity/host university:	
Details of Contact Person:	Name: Tel / Mob: Email:
How are you travelling to your placement? i.e. Car/Train/Public Transport: If by car – check your insurance for cover.	
Contact Details in Case of an Emergency - Whilst you are Away: NAME:	

Relationship to you (the student) – (Parent, Sister, Brother, Aunty, Partner, Uncle, Friend, Other):	
Address:	
Email:	Mobile:

Note: Personal information provided on this form is kept for the purposes of providing a suitable emergency response during your placement/mobility activity. By providing this information you are giving consent for the University to contact person(s) detailed within this form in emergency situations.

Risk Profiling & Risk Reducing Actions				
<u>Mobility Factors</u>	Tick where appropriate and provide mitigation/actions	Risk Reduction: Action Necessary? Precautionary measures	Action Complete?	Staff Use Only: Are you comfortable with the level of risk (yes/no)?
<i>High</i> - Working with hazards that have potential to cause permanent injury or fatalities • Working at heights • Moving machinery • High speed rotating parts • Lab work with toxic/hazardous materials <i>High</i> - Work involving significant hazards in small companies that do not have professional Health & Safety advice				
<i>Medium</i> - Working in proximity to high risk factors but not directly with them				
<i>Low</i> - Office Work or other low hazardous environments and or activities				
<u>Travel and Transportation Factors</u>	Tick where appropriate and provide mitigation/actions	Risk Reduction: Action Necessary? Precautionary measures	Action Complete?	Staff Use Only: Are you comfortable with the level of risk (yes/no)?
<i>High</i> – Significant travel to reach placement / activity, prolonged or on				

<i>local transport facilities known known to be high risk</i> <i>High - Demanding travel during placement / activity</i> <i>High - Required to drive others in unfamiliar vehicles</i>				
<i>Medium – Night travel</i> <i>Medium – Long daily commuting requirement</i> <i>Medium – Required to drive familiar vehicle in reasonable condition</i>				
<i>Low – No significant travel, comfortable daily commute</i> <i>Low – No driving associated with placement / activity</i>				
<u>Location and or Regional factors</u>	Tick where appropriate and provide mitigation/actions	<i>Risk Reduction:</i> Action Necessary? Precautionary measures	Action Complete?	<i>Staff Use Only:</i> Are you comfortable with the level of risk (yes/no)?
<i>High – Significant risk of civil disorder, crime or similar danger i.e. placement / activity in war zone countries where the Foreign & Commonwealth Office (FCO) advises against travel</i>				

<i>High</i> – Unavoidable lone or remote working in proximity to significant risk <i>High</i> – Medical and rescue services not available quickly or locally <i>High</i> Means of communication likely to be difficult or compromised				
<i>Medium</i> – Higher than normal risk of civil disorder, crime or comparable danger <i>Medium</i> – Delays likely in communicating with AST's and others. <i>Medium</i> – Placements / activities abroad in areas identified as low by the FCO				
<i>Low</i> – Placements / activities in the UK with no significant local risk				
<u>General / Environmental Health Factors</u>	Tick where appropriate and provide mitigation/actions	Risk Reduction: Action Necessary? Precautionary measures	Action Complete?	Staff Use Only: Are you comfortable with the level of risk (yes/no)?

<i>High – Regional / local health risks required mandatory and specific health protection measures i.e. inoculations – Consult Occupational Health and or a medical professional, for advice</i> <i>High - Very hot strenuous conditions</i> <i>High – very cold working conditions</i>				
<i>Medium – Regional / local conditions require some precautionary measures i.e. optional inoculations against diseases, medical travel kit is a sensible precaution – seek advice on immunisations and other precautions</i>				
<i>Low – No significant environmental health risks</i>				
<u>Individual Student Factors</u>	Tick where appropriate and provide mitigation/actions	Risk Reduction: Action Necessary? Precautionary measures	Action Complete?	Staff Use Only: Are you comfortable with the level of risk (yes/no)?

<i>High – personal factors i.e. health, disability, linguistic or cultural, which may increase the risk of illness or accident during placement activity even following adjustments</i> <i>High – personal factors i.e. health, mental health, SPLD, disability, pregnancy, linguistic or cultural, which may require specific adjustments or support if living away from home or makes them susceptible to episodes of illness</i> <i>High – knowledge, understanding and skills are low for the type of work – consider a pre-placement visit</i>				
<i>Medium – personal factors i.e. health, disability, pregnancy, linguistic or cultural, which may require specific adjustments or support during their placement / activity or in social interactions, whilst on placement</i>				

<i>Low – no long-term medical conditions or disability likely to cause episodes of illness or require specific support whilst on placement</i> <i>Low – Student has relevant knowledge, understanding and skills for the type of work</i>					
<u>Mental Health</u>					
Have you ever received support from a professional for mental health issues?				YES	NO
Have you ever been diagnosed with a specific mental health issue (e.g. anxiety, depression, panic attacks, obsessive compulsive disorder etc.)?				YES	NO
Do you suffer from poor mental health but have not made a disclosure or received professional medial support?				YES	NO
<i>If you answered 'YES' to any of the questions above, please use this space to provide further details.</i> <i>Having a mental health issue does not mean you will not bale to undertake your mobility. The University has a responsibility to ensure we are providing appropriate support.</i> <i>How do you plan to maintain your support whilst undertaking your mobility?</i> <i>What are your coping strategies and how will these be impacted by your mobility?</i>					

<u>Insurance Limitations</u>	Tick where appropriate and provide mitigation/actions	<i>Risk Reduction:</i> Action Necessary? Precautionary measures	Action Complete?	<i>Staff Use Only:</i> Are you comfortable with the level of risk (yes/no)?
<i>High</i> – Locations, activities and or circumstances that are excluded from the Higher Educations Insurance travel and other insurance cover <i>High</i> – Locations where the placement provider's insurance does not cover the student for personal or third party liability associated with the work by the student				
<i>Medium</i> – Locations, activities and or circumstances that require prior acceptance from the HEI's insurers before being covered				

<i>Low – Locations, activities and or circumstances that are automatically included in the HEI's insurance cover</i> <i>Low – UK locations, where the placement provider must have employers' liability insurance cover</i> NB – For placements / activities overseas students are advised to take out 'multi trip' insurance				
Any other possible factors you envisage as being an issue, whilst on placement:				

Outcome of discussion over risk factor concerns:	
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I confirm that I have put sufficient measures in place and made adequate arrangements to ensure my safety, whilst undertaking this placement / activity. I have read the Faculty's Study Abroad and or Placement Handbook, and I agree to adhere to all health and safety practices and act professionally at all times, as an ambassador of the University.

Students Signature -----**Date** -----

I have reviewed the content of this form and I am satisfied that the student has answered all relevant points as fully as possible, and their self-assessment on risk reducing factors have been met.

Mobility & Placement Coordinator Signature -----**Date** -----

I have reviewed the content of this form and I am satisfied that the student has answered all relevant points as fully as possible. I am satisfied that as far as reasonably practicable all risks have been covered. I therefore, on behalf of the University of Hull, authorise the commencement of the placement detailed.

Head of Academic Unit Signature:-----**Date:**-----

Only complete this section if your activity will take place outside of the UK.

Only complete this section once your placement or mobility has been approved and arrangements are in place (this section must be completed before commencement of travel, even if the overall risk assessment has been approved)

Travel Itinerary:

Day/Date	City	Activity	Accommodation and other contact details	Travel Risk Mitigation Plan if needed	Airline/Flight Number→	DEP	ARR

Travel Agent 24 Hour number	
Supervisor reporting -in arrangements	<i>(Enter the agreed reporting-in arrangements with the appointed contact here)</i>
University of Hull Report Centre Contact numbers	Hull Security ++44 1482 466868/++44 1482 465555
Other Issues:	
GP/Travel Clinic visit needed prior to visit for immunisations? http://www.masta-travel-health.com/	Yes/No Details: <i>(What are recommended immunisations and have these been received?)</i> . (If no, please state reason)
Visa Required? Requested invitation or supporting letters in support of visa? Six months left on passport?	Yes/No/N/a Yes/No Yes/No
Insurance details:	
Policy Number:	Policy Provider:

Note: Personal information provided on this form is kept for the purposes of providing a suitable emergency response during your placement/mobility activity. By providing this information you are giving consent for the University to contact person(s) detailed within this form in emergency situations.

STUDENT PLACEMENT AGREEMENT (C)
(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
- 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

- 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

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**:

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 (<i>Data Processing Particulars</i>);
"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 (<i>Data Processing Particulars</i>));
"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

STUDENT PLACEMENT AGREEMENT

(Tripartite)

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

BETWEEN:-

The Student (“Student”)

SURNAME	
FIRST NAME	
STUDENT NUMBER	
COURSE TITLE	
TELEPHONE NUMBER	
EMAIL	

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

PROVIDER NAME	
PROVIDER ADDRESS	
REPRESENTED BY (NAME AND POSITION)	
WORKPLACE SUPERVISOR	
EMAIL	
TELEPHONE NUMBER	

The Educational Institution (“**University**”)

UNIVERSITY NAME	UNIVERSITY OF HULL
UNIVERSITY ADDRESS	Cottingham Road, Hull HU6 7RX 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:

13. The Placement

- 1.6 The intention of the placement is to provide the Student with an opportunity to apply their studies in a real workplace.
- 1.7 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**").
- 1.8 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.

- 1.9 For the purposes of this agreement, the Provider, University and Student shall be collectively known as "**the Parties**".
- 1.10 The University makes no representations to the Student as to the nature or quality of the Placement or the Provider
- 1.11 The University makes no representations to the Provider as to the quality or the suitability of the Student for the Placement.
- 1.12 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.
- 1.13 In consideration of the offer of the Placement the Parties agree to the following terms of this agreement.
- 1.14 The Student agrees to:
- 1.14.1 remain registered as a student of the University and agrees to abide by all applicable University Regulations;
 - 1.14.2 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;
 - 1.14.3 Comply with the Provider's reasonable instructions, policies and procedures during the Placement;
 - 1.14.4 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;
 - 1.14.5 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;
 - 1.14.6 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;
 - 1.14.7 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.

1.15 The Provider agrees to:

- 1.15.1 notify the University if the Student suffers any accident or injury as a result of, or during the term of, the Placement;
- 1.15.2 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;
- 1.15.3 provide the Student with a full and clear induction in to the Provider and its working practices;
- 1.15.4 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;
- 1.15.5 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;
- 1.15.6 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;
- 1.15.7 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;
- 1.15.8 facilitate access for University staff to visit the Student whilst they are on Placement;
- 1.15.9 provide guidance, as appropriate, to the Student on any applicable local laws and immigration rules applicable to the Placement;
- 1.15.10 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;
- 1.15.11 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;
- 1.15.12 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.

14. Duration of the Placement

- 14.1 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.
- 14.2 The Provider may terminate the Placement at any time by giving written notice to the other Parties of not less than 7 days.
- 14.3 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.
- 14.4 The Student may terminate the Placement at any time, with immediate effect, by giving written notice to the other Parties.
- 14.5 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.

15. Status of the Parties

- 15.1 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.
- 15.2 Nothing in this agreement is intended to construe a relationship between the Parties of agency, partnership, joint venture or contract of employment.
- 15.3 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.

15.4 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.

16. Insurance and Financial Arrangements

16.1 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.

16.2 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.

16.3 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.

17. Liability

17.1 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.

17.2 Nothing in this Agreement is intended to exclude or limit any Party's liability for:

- d) death or personal injury arising as a result of the negligence of that Party;
- e) fraud or fraudulent misrepresentation;
- f) any other liability that cannot be excluded by law.

18. Data Protection

18.1 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.

18.2 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.

18.3 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.

- 18.4 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.

19. Tier 4 Students

- 19.1 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 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.

20. Governing Law

- 20.1 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: _____