

AND

The University of the West of England

WORKPLACE AGREEMENT

This Agreement Is Made Between

- (1) ("the Placement Provider"); and
- (2) UNIVERSITY OF THE WEST OF ENGLAND whose address is at Coldharbour Lane, Bristol BS16 1QY ("the University")

Background

- (A) The Placement Provider is a provider of placement experience for students enrolled on a programme of study at the University of the West of England.
- (B) The University and the Placement Provider intend that the Placement Provider will provide each University student which it provides a placement to with practical experience and learning in accordance with the requirements of the relevant Definitive Document.

It Is Agreed as follows:-

1. Definitions And Interpretation

1.1 The following words and expressions shall have the meanings set out below :-

"Agreement"	means this agreement including the attached appendices and/or addenda
"Award"	an academic award offered by the Universities listed above
"Confidential Information"	means: <ol style="list-style-type: none">(a) any information whatsoever relating to a party's business excluding information:<ol style="list-style-type: none">(i) which is in or comes into the public domain other than by breach of confidence owed by one party to the other;(ii) which a party can prove it already possessed before obtaining it from the other party and which it did not obtain from third parties which to its knowledge, owed an obligation of confidence to the other party in respect of it;

(b) any confidential patient/student/pupil or service user information.

"Definitive Document" means the relevant documents which have been jointly approved by the applicable professional and regulatory bodies and the University which sets out the full requirements of the Programme which a Student is enrolled on and the name of the applicable definitive document and the web address at which it can be accessed by the Placement Provider will be communicated to the Placement Provider in writing by the University in respect of each Student on Placement.

"Direction" means without limitation any act undertaken by a professional in a placement setting such as providing advice, care, treatment, support, teaching, training, consultation.

"Emergency Situation" means a situation outside the control of the Placement Provider which results in the Placement Provider being unable to provide a Placement

"Effective Date" means the date of signature by the Placement Provider to this Agreement

"Full Attendance" means the attendance requirements for a Programme as set out in the relevant Definitive Document

"Loss" means demands, claims, actions, proceedings, liabilities, losses, damages, costs, expenses and charges whatsoever whether founded in contract tort or otherwise

"Parties" means the parties to this Agreement and, where the context requires it, "Party" shall mean one of the Parties

"Placement" means a period of practical training of a Student with the Placement Provider in a work place

	environment which meets the requirements of the relevant Definitive Document
"Placement Provider Premises"	means any premises owned, used or occupied by the Provider in connection with this Agreement
"Post-Qualification Student"	means a Student enrolled with the University to attend a Programme who is undertaking a post qualification/registration activity
"Pre-Qualification Student"	means a Student enrolled with the University to attend a Programme who is undertaking a pre-qualification/registration activity
"Programme"	means a programme of education which leads to an Award
"Provider Procedures"	means the policies and procedures of the Provider as notified to the University by the Provider from time to time
"Student"	means a Pre-Qualification Student or a Post-Qualification Student
"Student Incident"	means any injury, incident, complaint or accident involving a Student while on Placement or while present on Placement Provider Premises or involving an employee of the University or a Visiting Lecturer while present on Placement Provider Premises or any failure by any Student to attend the Placement at the times set out in the relevant Definitive Document
"Supervision"	means the supervision in an appropriate professional and lawful manner of a Student by a Student Supervisor in accordance with the relevant Definitive Document
"Student Supervisor"	means a person employed by the Placement Provider and approved jointly by the University and the Placement Provider as student supervisor in respect of a Placement who satisfies the criteria

for a student supervisor laid down in the relevant Definitive Document

"Term" means the term of this Agreement as set out at Clause 10.1

"University Authorised Representatives" means those persons authorised by the University such as a Visiting Lecturer and other employees and relevant representatives in relation to this Agreement

"Visiting Lecturer" means any person engaged by the University as a lecturer, tutor or supervisor in relation to a Programme

1.2 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

2. **Placements**

2.1 The Placement Provider will provide Placements with the necessary placement experience(s) to the agreed number of Students as set out in the relevant Definitive Document or as follows:-

2.1.1 the Placement Provider and the University will together review the proposed number of Placements as part of the educational audit and agree in principle the number of places required for the next academic year;

2.1.2 once agreed these numbers will be reflected on a database maintained by the University;

2.1.3 the Placement provider will keep up to date the information about the placement, available for students and mentors.

2.2 If the Placement Provider cannot maintain a Placement, the Placement Provider shall notify the University

- 2.2.1 in an Emergency Situation, as soon as practicable and in any event within twenty four (24) hours of occurrence of the relevant event; and
 - 2.2.2 except as set out in Clause 2.2.1, at least three (3) months prior to the occurrence of the relevant event.
- 2.3 The University may
 - 2.3.1 acting reasonably after consultation with the Placement Provider terminate the Placement of an individual Student for academic, disciplinary or occupational health reasons. The University will notify the Placement Provider as soon as practicable (and in any event not later than forty eight (48) hours of making its decision) in writing of its reasons for requiring the Student to withdraw from the Placement;
 - 2.3.2 terminate this Agreement with immediate effect and withdraw the placement status of the Placement Provider in the event that there is a finding of (or following an assessment which reveals that there is significant risk in the Placement Provider Premises
- 2.4 The Placement Provider may
 - 2.4.1 within its reasonable discretion after consulting the University or, in exceptional circumstances in the interests of public safety, without consulting the University require a Student to temporarily or permanently withdraw from a Placement for professional, disciplinary or occupational health reasons. If the Provider exercises its powers under this Clause 2.4.1 in such exceptional circumstances, it shall notify the University as soon as practicable (and in any event not later than forty eight (48) hours of making its decision) in writing of its reasons for requiring the Student to withdraw from the Placement;
 - 2.4.2 terminate this Agreement with immediate effect and withdraw the placement status of the Placement Provider in the event that there is a finding of significant risk in the Placement Provider premises.
- 2.5 If the Placement Provider cannot maintain a Placement, the Placement Provider will use its best endeavours to re-allocate the Student to another suitable Placement within the Placement Provider's organisation or with another organisation providing similar placement experience in a reasonably proximate location in order to avoid disruption to the Student and meet their needs in respect of their Programme.

3. Occupational Health And Criminal Records Screening

3.1 The parties agree that:

3.1.1 the University shall ensure that all Students have been screened in accordance with the Disclosure and Barring Service rules and occupational health recommended guidelines and rules applicable to the Placement;

3.1.2 the University shall not be responsible for ensuring that Post-Qualification Students (excluding SCPHN and Midwifery Students) have been screened in accordance with Disclosure and Barring Service rules or occupational health guidelines and rules applicable to the Placement

3.2 The Placement Provider shall notify the University in writing of full details of Placements in which it considers Students will have substantial access to children and vulnerable adults.

3.3 The Placement Provider shall notify the University as soon as reasonably practicable of any circumstances of which it becomes aware which relate to the alleged or known wrongful behaviour or misconduct of the Student including any serious or untoward incident or investigation by the Police, the courts, any regulatory body or the Provider.

3.4 The University shall notify the Placement Provider as soon as reasonably practicable of any circumstances of which it becomes aware which relate to the alleged or known wrongful behaviour or misconduct of the Student including any serious or untoward incident or investigation by the Police, the courts, any regulatory body or the Provider.

4. Obligations Of The University

4.1 During the Term, the University shall:-

4.1.1 procure that arrangements are made (within the constraints imposed by or arising from the operation of the Placement Provider) for the training of Student Supervisors in accordance with the relevant Definitive Document;

4.1.2 assess whether and to what extent the standard of Supervision satisfies the requirements of the relevant Definitive Document and of the educational audit and if necessary make recommendations to the

Placement Provider and relevant supervisor to ensure that such requirements are satisfied;

- 4.1.3 use its reasonable endeavours to ensure that the Students on the Placement comply with the Placement Provider procedures, providing such procedures are made available to the University and the Student on a reasonably accessible basis, and comply with reasonable instructions given by Student Supervisors or by other employees of the Placement Provider involved in the provision of Placement;
- 4.1.4 ensure that Students will have the appropriate preparation, commensurate with the Placement opportunity being undertaken;
- 4.1.5 provide statutory and mandatory training in accordance with the relevant Definitive Document;
- 4.1.6 use their reasonable endeavours to ensure that Students have appropriate insurance cover if they use their motor vehicles in relation to or in connection with a Placement;
- 4.1.7 use their endeavours to ensure, that the choice of placement for the Student on Placement is appropriate to their learning needs;
- 4.1.8 monitor student progress during the Placement including absence, sickness, and fulfilment of assessment criteria.

5. Obligations Of The Placement Provider

5.1 During the Term, the Placement Provider shall:-

- 5.1.1 comply with and ensure that all Placements and the treatment of Students by the Placement Provider comply with all relevant laws, legislation, regulations, codes of practice, guidelines and requirements applicable to the Placement Provider and the activities it undertakes;
- 5.1.2 report all safeguarding concerns, including those in relation to the Prevent Duty, which involve Student(s) of the University in some way, to the Student Policy team at the University. The placement provider will collaborate with the University in assessing the risk and working to address the issue. Where referrals are made to external agencies, the Student Policy team at the University will be notified immediately.
- 5.1.3 ensure that the Students receive an appropriate introduction and induction to the placement area in which the learning will take place;

- 5.1.4 ensure that each Placement is fully recorded and comprises a period of full attendance unless reasonable adjustments require amended attendance; this will be agreed at the beginning of the placement.;
- 5.1.5 not knowingly expose any Student to high risk situations where the Student would require immunisation beyond that required by the routine occupational health screening carried out at the beginning of each Programme;
- 5.1.6 allow the University Authorised Representatives access to all Placement Provider Premises which the Placement Provider uses now or in the future in connection with this Agreement;
- 5.1.7 provide an appropriate private space at the Placement Provider premises to allow discussion between the University and the Student from time to time to allow the University to provide adequate supervision to the Students while such Students are carrying out a Placement;
- 5.1.8 ensure that Students are provided with the same or equivalent work facilities and amenities, such as but not limited to eating and rest areas, toilet facilities and equipment, as those provided to the Placement Provider's employees and discharge its obligations to the Student as if the Student had been an employee of the Placement Provider;
- 5.1.9 have regard to and or act in accordance with appendices or addenda attached to this Agreement.
- 5.1.10 encourage and support staff invited to participate with colleagues from the Education Provider in activities supporting the quality assurance processes

6. Supervision, Mentorship And Assessment Of Practice Learning

- 6.1 The Placement Provider will make appropriate and sufficient staff available to ensure students receive an educationally relevant experience through effective supervision, mentorship and assessment of practice learning.
- 6.2 The Placement Provider will provide appropriate professional development opportunities for staff to value and communicate their professional practice to students.

- 6.3 The Placement Provider will encourage and support sufficient appropriate staff to undertake education and training programmes in the supervision, mentorship and assessment of practice learning.
- 6.4 The Education Provider will provide education and training programmes in the supervision, mentorship and assessment of placement learning.
- 6.5 The Education Provider will provide information to staff in the Placement Provider who are involved in the supervision, mentorship and assessment of practice learning on the specific requirements of practice learning in the education programmes.

7. Liability

- 7.1 Nothing in this Agreement shall be construed to limit or exclude any Party's liability for death or personal injury caused by its or its employees' negligence;
- 7.2 Subject to Clauses 7.1 and 7.3, each Party's total aggregate liability in connection with this Agreement (whether in contract, tort, including negligence, breach of statutory duty or howsoever arising) shall be limited to £10,000,000 per incident.
- 7.3 The Parties acknowledge that the occupational health screening of applicants to Post-Qualification Programmes (other than in respect of SCPHN and Midwifery students) will be arranged by the applicants' employers and that between the Placement Provider and the University the University accepts no liability whatsoever for any act or omission of a Post-Registration Student while on Placement except as provided in Clause 7.1.

8. Indemnities

- 8.1 The University indemnifies the Placement Provider against all Loss:
 - 8.1.1 arising from any act or omission by a Student while on Placement which is directly attributable to any failure by the University to provide those parts of the Programme which consist of formal academic tuition, attended by the Student, with the care and skill reasonably expected of higher education institutions providing programmes in professional education;
 - 8.1.2 which is directly attributable to the University's failure to comply with Clause 3.1.1 in so far as it relates to occupational health screening provided that the Placement Provider has placed reliance on any representation made by the University in respect of the Student's health.

- 8.2 The Placement Provider indemnifies the University against all Loss arising from any act or omission by a Student while on Placement and any Loss arising directly or indirectly as a result of or in connection with any act or omission by University Authorised Representatives in their capacity as a qualified professional (whether alone or jointly with a Student) which amounts to a Direction to a person on Provider Premises.
- 8.3 The Placement Provider acknowledges that the employer of a Post-Qualification Student is vicariously liable for all acts and omissions of the Post-Qualification Student in the course of their employment (whether on Placement or not). Accordingly, the Placement Provider will use its reasonable endeavours to procure that each employer of a Post-Qualification Student (other than the Placement Provider) shall indemnify and keep indemnified the University against all demands, costs, expenses and charges whatsoever, whether founded in contract tort or otherwise (including, without limitation, all claims brought against the University by the Post-Qualification Student or by, on behalf of, or in the name of any person that has been subjected to a Direction by the Post-Qualification Student) arising directly or indirectly as a result of or in connection with any act or omission of the Post-Qualification Student in the course of their employment (whether such acts or omissions occur while they are on Placement or not).

9. Insurance

- 9.1 The Placement Provider shall take out and maintain in force throughout the period of this agreement with a reputable insurance company or through the National Health Service Litigation Authority schemes such insurance as in the Placement Provider's opinion is reasonably practicable taking into account the cost and availability of insurance and where not provided through the NHSLA schemes such insurance to comprise as a minimum Employer's Liability (with an indemnity limit of £5,000,000 (five million pounds) any one occurrence), and Public Liability (with an indemnity limit of £5,000,000 (five million pounds) any one occurrence).
- 9.2 The Placement Provider shall maintain in force such insurance for six years after the expiry or termination of this agreement provided that such insurance remains available to the Placement Provider at a reasonable cost. The Placement Provider shall hereby produce to the University confirmation of its insurances taken out in accordance with this clause. The Placement Provider shall give the University 30 days' notice in writing of any alteration or cancellation of such insurance.

10. Duration And Termination

- 10.1 This Agreement shall commence on the Effective Date and shall (subject to the following provisions of this Clause 10) continue until either Party gives to the other Party not less than six (6) months' notice in writing,
- 10.2 Subject to clause 2.4, any Party may immediately terminate this Agreement by giving the other Parties notice in writing if one of the other Parties commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of service of notice by the Party not in breach of the Agreement specifying the breach and requiring it to be remedied.

11. Confidentiality

- 11.1 Each Party agrees to treat as confidential, not to disclose other than to persons authorised by the other Party or if required by order of a court of competent jurisdiction and not to use except for the purposes for which it was intended, any Confidential Information.

12. Data Protection

12.1 In this Agreement:

- "Data Protection Legislation" means the European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC) and any legislation and/or regulation implementing or made pursuant to them including but not limited to the Data Protection Act 1998, or which amends, replaces, re-enacts or consolidates any of them (including but not limited to the General Data Protection Regulation, EU 2016/679), and including, where applicable, the guidance and codes of practice issued by the supervisory authorities (including the ICO).
- the terms "Data Processor", "Personal Data", "Data Controller", "process" and "Data Subject" under this clause shall have any meaning given to them in the Data Protection Legislation;

12.2 The Parties shall adhere to the requirements and obligations under the Data Protection Legislation as it applies to the collection, processing, storing or sharing of any Personal Data as defined under the Legislation.

12.3 Each Party anticipates that it shall be a Data Controller in common with the other Party in respect of the Personal Data of the Students. To the extent that either Party is deemed to be a Data Processor on behalf of the other Party, each party shall enter into a separate Data Processing Agreement with regards to the personal data either party is processing on behalf of the other.

12.4 The University shall (a) ensure that it has obtained the Personal Data of the Students lawfully and is entitled to provide such Personal Data to the Placement Provider; and (b) give full information to any Student whose Personal Data may be shared under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to them may be destroyed or retained by the Placement Provider if required for lawful purposes.

12.5 Where the Placement Provider is the recipient of Personal Data from the University, the Placement Provider agrees to:

- 12.5.1 implement appropriate technological and organisational measures to protect against accidental loss, destruction, damage, alteration or disclosure of any Personal Data. Such measures shall be appropriate to the loss which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 12.5.2 promptly inform the University if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Placement Provider will restore such Personal Data at its own expense;
 - 12.5.3 not transfer Personal Data outside the European Economic Area (which for the avoidance of doubt includes storage in any cloud or other such facility which is controlled, regulated and/or hosted outside the EEA) without the prior written consent of the University.
- 12.6 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 12.6.1 consult with the other party about any notices given to data subjects in relation to the shared Personal Data;
 - 12.6.2 promptly inform the other party about the receipt of any data subject access request;
 - 12.6.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 12.6.4 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.6.5 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 12.6.6 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 12.6.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 12; and
 - 12.6.8 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

12.7 Each party agrees to indemnify and keep indemnified the other party against liabilities, costs, claims, damages or expenses incurred by the the other party, or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its data processing obligations under this Agreement according to the liability limit defined in clause 7.2

The provisions of this clause will survive and continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the termination of this Agreement or the completion of the Project.

13. No Discrimination

- 13.1 Neither party shall unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in respect of age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation) in connection with the Placement.

14. Variation Of Addenda

The University reserves the right on giving written notice to the Placement Provider from time to time to require addenda (including by way of the removal of specifications, the addition of new specifications, or increasing or decreasing the services or specifying the order in which the services are to be performed or the locations where the services are to be provided) for any reason whatsoever.

15. Miscellaneous

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter. Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.2 This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.
- 15.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 15.4 A person who is not a Party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.5 This Agreement does not constitute a legal partnership.
- 15.6 Save as provided in clause 14 no variation to this Agreement shall be effective unless agreed between the parties in writing and signed by a person authorised to vary this Agreement by each respective party.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.

Signature:

Print Name:

Print Position:

Date:

Executed by the University:

Signature :

Print Name: