**STUDENT PLACEMENT AGREEMENT**

This Agreement is made on [dd month yyyy]

**BETWEEN**

**Placement Provider, [name, address, company/organisation registration number]** (”**the Host**”)

Contact person:

Phone Direct:

E-mail:

**The University of Warwick**, Coventry, CV4 7AL (“**the University**”)

**STUDENT**,

Name: [] (“**the Student**”)

Uni Address:

Email: []

**Definitions**

"**The Placement Period**" means the duration set out in clause 1 below.

"**The Placement Project**" means the work assigned to the student that will be written up for their summative assessment and assessed by Warwick.

“**The Placement Manager**” means **[name of placement manager]** as the employee of the Host principally responsible for the management of the Student under this Agreement.

“**The Warwick Supervisor**” means the member of staff at the University of Warwick who has been assigned to oversee the Student on placement.

**The Placement**

1. The Placement Period will be from [dd month yy] to [dd month yy]. The Student’s working hours will be agreed subject to the Host’s working practices and employment law regulations for the duration of the Placement.

2. This Agreement will terminate automatically if the Student leaves the Placement.

3. The Host will provide day to day instruction and task support/guidelines and supervision to the Student. The Placement Manager will arrange for the Student to receive induction training to include Health and Safety information, ways of working and the training required to fulfill the agreed project and any other work the Student will be involved with.

4. The Student and the Placement Manager (or suitable delegate) will meet on a regular basis (to be agreed) to review the performance of the Student’s objectives, priorities, progress and general performance. The Warwick Supervisor will liaise with both Student and Placement Manager at intervals to review all aspects of the placement.

5. During the Placement Period the Student shall, subject always to the control of the Host, properly perform all tasks reasonably requested by the Host with due diligence. The Host shall always treat the Student with the same respect and with the same expectations as a member of their own staff.

6. It is agreed between the parties that:

1. The Student will be registered for a degree at the University of Warwick and that the University remains responsible for the academic progress and monitoring of the Student.
2. The Student will undertake the agreed work associated with the Placement at the Host and in such locations as may be appropriate under the expert direction of the Placement Manager or their delegated staff member. If, at any time during the Placement the Host requires the Student to work remotely, the Host shall, at its own expense, ensure the Student is provided with the necessary equipment and support to meet the wellbeing of the Student. It should always be made clear to the Student who their responsible line manager is.
3. The Host undertakes to consult with the Warwick Supervisor on any absences, disciplinary and grievance issues relating to the management of the Student.
4. If applicable, the Host may request that the summative assessment and all data remain confidential and all records are returned to the Host on the understanding that the summative assessment must be assessed and scored by both a university assessor (on some occasions two) and the External Examiner. Assessors and Examiners will treat the material as Confidential. No summative assessment, nor any other information, data, observations or commentaries will be published without the express agreement of the Host.

**Payment for Placement Services**

7. The Host shall at all times be responsible for payment of the Student’s stipend/salary, as agreed between the Host and Student.

8. The Host will cover the costs and provide all necessary equipment, including personal protective equipment, necessary to complete the tasks undertaken on the Placement.

9. The Student must arrive at the Host’s agreed premises at the agreed times using their own travel arrangements. The Student will be expected to arrange their own transport and cover costs associated with executing the Placement tasks.

**Facilities**

The Host will provide office accommodation and equipment suitable for purpose and as required for the effective completion of the Placement.

**Policies and Procedures**

10. It is agreed that

10.1 The Student must agree all absences (other than sickness) in advance with the Placement Manager;

10.2 The Host will be required to fully cooperate in any complaint raised by the Student;

10.3 The setting and reviewing of objectives during the Placement Period will be conducted in consultation between the Placement Manager and the Student, with the Warwick Supervisor involved if deemed necessary.

10.4 It is agreed that any complaint which might result in termination of the Placement, including a charge of gross misconduct, will be heard jointly by the Host and the Warwick Supervisor on behalf of the University.

**Termination**

11. This Agreement shall automatically terminate if the Student leaves the Placement for any reason whatsoever before the expiry date. Both Student and Placement Manager should record the reason(s) for termination and undertake to inform the Warwick Supervisor immediately.

12. Before leaving the Placement, the Student shall agree with the Placement Manager what documents, records, equipment or goods must remain with the Host and by what date they must be delivered. Such agreement should take account of the requirements of the Student for preparing and submitting their summative assessment.

**Default**

13. The Host may terminate this Agreement if there is a breach of any material term of this Agreement and a remedy has not been achieved.

**Confidentiality**

14. The Student shall not, (save in the proper performance of the Placement) either during or after the period of this Agreement copy, use, divulge or disclose or permit to be divulged or disclosed to any person, company or organisation (including the parties to this Agreement) any information acquired by them in connection with this Agreement or in connection with the Placement which concerns Confidential Information. The University accepts no responsibility for the use by the Student of any of the Host’s Confidential Information. The Host discloses Confidential Information to the Student at the Host’s own risk.

15. For the purpose of this Agreement, Confidential Information means:

* trade secrets and details of and information relating to the Host’s or the University’s students and workers, customers, agents, suppliers, funding bodies and other stakeholders, and matters of health and safety;
* any information for which the Host or the University has a duty of confidentiality to a third party;
* any information, the release of which would damage the Host or the University’s commercial interests, endanger staff or students, together with any information which is legally privileged;
* any information of a confidential nature relating to the Host or the University.

16. This restriction does not apply to any Confidential Information which comes into the public domain (other than through the Student’s unauthorised disclosure or that of a third party) or which is revealed as required by law.

**Intellectual Property Rights**

17. The parties agree that any intellectual property rights including copy rights connected to the provision of the Placement shall belong to the Host.

**Data Protection**

18. The Host must protect personal data of students in accordance with the principles of the General Data Protection Regulation (GDPR) 2018, the Data Protection Act 2018 and must ensure the reliability of those individuals who have access to the data. "Personal data" has the same meaning as in the General Data Protection Regulation (GDPR) 2018. The parties agree to share any personal data in accordance with the principles outlined under the data sharing agreement contained in Annex-A.

**Force Majeure**

1. The Parties agree that, if by reason of strike or other labour disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other cause beyond the control of that party seeking to invoke this paragraph, any party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this Agreement.

**Insurance**

1. The placement is subject to the existence of appropriate employer’s and public liability insurance (or equivalent) on the part of the Host that will cover the Student as an employee for the duration of the placement. Evidence of insurance will be provided to the University by the Host upon request.

**SIGNED FOR AND ON BEHALF OF THE UNIVERSITY**

Print Name:

Job Title:

Contact email or phone:

Date of Signing:

Signature:

**SIGNED FOR AND ON BEHALF OF THE HOST**

Print Name:

Job Title:

Contact email or phone:

Date of Signing:

Signature:

**SIGNED BY THE STUDENT**

Print Name:

Degree programme (e.g. BSc Psychology):
Date of Signing:

Signature: