#### DATED 2018

**THE UNIVERSITY OF SOUTHAMPTON**

**and**

**[Name of Placement Provider]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AN AGREEMENT FOR THE PLACEMENT OF STUDENTS**

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**Legal Services**

**University of Southampton**

**THIS AGREEMENT** is made this [number] day of [month / 2018.

**BETWEEN**

**UNIVERSITY OF SOUTHAMPTON,** having its administrative office at George Thomas Building, University Road, Highfield, Southampton, SO17 1BJ ('the Institution') and

**AND**

**[Name of Placement Provider]** having its Head Office at [Business Address] (the ‘Placement Provider’)

Together referred to as “the Parties”

**WHEREAS:**

1. The Institution is a research led British University in which teaching and learning take place in an active research environment. The Institution is committed to the advancement of knowledge through critical and independent scholarship and research of international significance; the communication of knowledge in an active learning environment involving staff at the forefront of their disciplines; and the application of knowledge for the benefit of society, both directly and by collaboration with other organisations.
2. This Agreement is designed to provide for the Institution’s appointment of placement providers to deliver placements for students on various programmes of the Institution.
3. The Institution and the Placement Provider wish to collaborate and provide students of the Institution with an opportunity to obtain relevant work-based learning skills, clinical experience or other practical experience as set out herein.

**NOW THEREFORE**

In consideration of the mutual rights and obligations set out herein, the Placement Provider shall provide practice placements for students in accordance with these terms and conditions.

1. DEFINITIONS AND INTERPRETATION
   1. In the Agreement words in the singular include the plural and vice versa and words in one gender include the other gender. Unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them:

1.2

1.2.1 **Agreement** means this Agreement together with the attached Schedules and appendixes.

1.2.2 **Authority** means the Department of Health and/or Health Education England as set out in the relevant Schedules from time to time.

1.2.3 **Confidential Information** means**:**

1. any information whatsoever relating to a party's business excluding information:
2. which is in or comes into the public domain other than by breach of confidence owed by one party to the other;
3. 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;
4. any confidential patient / student / pupil or service user information

1.2.4 **Contract Performance Management** means the process of ensuring that Programmes are developed and approved in such a way as to meet the standard required by the Authority and the Institution and its partners, and are delivered effectively in accordance with those standards as set out in the relevant Schedules to this Agreement.

1.2.5 **Data Protection Legislation**: the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

1.2.6 **Force Majeure** means any circumstances beyond the reasonable control of a Party or that Party’s staff including, without limitation, any of the following events or circumstances, which directly causes a Party to be unable to comply with all or a material part of its obligations under this Agreement:

1. war, civil war (whether declared or not declared), riot or armed conflict or terrorism arising within and affecting the United Kingdom; or
2. radioactive, nuclear, chemical or biological contamination (of the site or the facilities from which the Services are provided) from any of the events referred to in paragraph (a) above unless in any case the Party claiming the benefit or relief is the source of cause of the contamination; or
3. pressure waves caused by aircrafts or other aerial devices travelling at supersonic speeds; or
4. fire, flood, explosion at the site or facilities from which the Services are provided causing material damage to the site or facilities, to the extent that such fire, flood or explosion is not caused by any act or omission of the Institution, its employees, or agents; or
5. an Act of God; or
6. industrial action demonstrated to be beyond the reasonable control of the relevant party.

1.2.7 **FOIA** meansthe Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

1.2.8 **Environmental Information Regulations** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

1.2.9 Insolvency Event means where:

### A party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or ceases, carrying on all or a substantial part of its business;

### A party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

### a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

### an application is made to court, or an order is made, for the appointment of an administrator, an administrative receiver or if a notice of intention to appoint as such is given or such an appointment is made;

### a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 30 days.

1.2.10 **Institution** means the University of Southampton as referred to above and which is a provider of educational services.

1.2.11 **Intellectual Property Rights** means patent, trade marks, service marks, design rights (whether registerable or not), applications for any of the above rights, copyright, database rights, trade business names and all rights or forms of protection of a similar nature which have an equivalent effect to any of them (whether registerable or not) which may exist anywhere in the world.

1.2.12 **NHS Indemnity Scheme** means a NHS indemnity scheme established or amended pursuant to Section 71 the National Health Service Act 2006 by the Secretary of State for Health.

1.2.13 **Other Authority** means any other body with authority to request action on the part of the Institution and/or the Placement Provider.

1.2.14 **Providers of NHS commissioned services** means any organisation providing health services under an NHS contract whether or not they also provide services under other arrangements.

1.2.15 **Parties** means the Institution and the Placement Provider as identified in section one of the Agreement including their respective successors and permitted assigns.

1.2.16 **Placements** means defined episodes of learning and/or assessment that takes place in a practice environment or clinical setting provided by the Placement Provider.

1.2.17 **Placement Provider** means **DORSET HEALTHCARE UNIVERSITY NHS FOUNDATION TRUST** and which is a provider of Placements.

1.2.18 **Premises** means those premises from which the Placement Provider shall provide the Services as set out in the Schedules to this Agreement.

1.2.19 **Regulatory Body** means a body which sets, monitors and maintains standards for each relevant profession.

1.2.20 **Services** means the services to be provided by the Placement Provider as set out in this Agreement.

1.2.21 **Students** means those Students undertaking a Placement pursuant to this Agreement.

1.2.22 **Term** means the inclusive dates over which the Agreement is in force as set out in clause 2.1.

1. **Agreement Duration**

2.1 This Agreement shall take effect from [Start date] (“the Commencement Date”) and (subject to earlier termination pursuant to clause 7 or any extension agreed by the Parties in writing) shall continue in force up to and including **30th September 2021** (“the Term”).

1. **The Services**

The Services will be provided in accordance with this Agreement as follows:

3.1. Facilitating and Supporting Student Learning and Assessment on Placement

3.1.1. The Placement Provider will make appropriately qualified staff and a sufficient number of staff available to ensure students receive an educationally relevant experience through effective facilitation and support for learning and assessment during the placement.

3.1.2. The Placement Provider will provide appropriate professional development opportunities for its staff to enable them to carry out the Services under this Agreement with reasonable care and skill.

3.1.3. The Placement Provider will encourage and support sufficient numbers of its staff to develop and/or maintain the competencies required to appropriately support learning and assessment of Students on Placements.

3.1.4 The Institution will ensure that all relevant Placement Provider staff have access to educational resources, including where relevant formal training programmes, to enable them to support Students’ learning and assessment on Placement effectively.

3.1.5. The Institution will provide information to staff of the Placement Provider involved in supporting Student learning and/or assessments relating to the specific requirements of the practice learning in the education programmes.

3.2. Facilities

3.2.1 The Placement Provider shall make facilities available in their clinical and service areas to support Students, including access to multi-professional learning resource centres and information services, where available.

3.2.2 The Placement Provider shall ensure that Students have, as far as reasonably practical, similar work facilities and amenities as those available to its employees.

* 1. Preparation and induction of Students

3.3.1 Unless otherwise modified in the respective Schedules for Students of different faculties at the Institution, the Institution shall establish processes, procedures and assessments to ensure that before Students undertake Placements, they have received training mapped to the UK Core Skills Training Framework in the relevant basic skills and clinical knowledge.

3.3.2. The Placement Provider shall ensure that the Students receive an appropriate introduction and induction to the practice area in which the Placement will take place.

3.3.3 The Placement Provider and higher education institution will work in partnership to ensure that students undertaking practice learning have met statutory and mandatory training requirements before commencing their practice placements.

3.4. Involvement in recruitment, education development, delivery, performance review and quality assurance

3.4.1 The Placement Provider will encourage and support appropriate staff invited to participate with colleagues from the Institution and the Authority (if any) in activities supporting education and training. Such activities may include:

1. Reviewing recruitment and selection policies and procedures;
2. Participating in recruitment and selection;
3. Membership of course and programme committees; and
4. Contract performance management and quality assurance processes.

3.4.2 With regard to Contract Performance Management, the Services will be reviewed by the Parties against the applicable performance indicators set out in the relevant Schedules to ensure that the Services continue to meet the requirements of the Institution, the Authority or Other Authority. Such reviews will take place in a timeframe in line with the requirements of the relevant professional Regulatory Body or in any case at least once every three (3) years or immediately should either Party receive formal written notification of concern in relation to the Services from the other Party, the Authority or any Other Authority.

3.5. Access

3.5.1 Staff of the Institution, involved in supporting and assessing Students undertaking Placements, will have access to all Premises (having first notified the person responsible for the placement setting).

3.5.2 Provided the student meets the criteria in 3.3.1 and has the necessary occupational health and/or disclosure and barring clearances in place (where required for a particular Placement) the Placement Provider shall not refuse to offer a student of the Institution a Practice Placement.

3.6. Insurance and Liability

3.6.1.The Placement Provider shall maintain third party, public liability, employers’ liability, professional indemnity insurance, clinical negligence insurance (where relevant) and any other appropriate insurance cover in respect of the Services, the Students and also with respect to all risks which may be incurred by the Placement Provider under or pursuant to this Agreement.

3.6.2 At the commencement of the Agreement and from time to time thereafter at the reasonable request of the Institution or its nominated representative, the Placement Provider will produce the insurance certificate or evidence thereof and any associated schedules to the Institution.

3.6.3 The Placement Provider shall indemnify the Institution against any costs, claims, losses or liabilities which may arise from negligent acts or omissions of the Students during the course of any Placements

3.6.4 The Placement Provider shall use all reasonable endeavours to ensure that employees or agents of the Placement Provider are properly prepared to support the Placements.

3.6.5 The Institution shall use all reasonable endeavours to ensure that Students are properly prepared before starting any Placements in accordance with Clause 3.3.1.

3.6.6 In so far as the Placement Provider is not covered by the NHS Indemnity Scheme, the Placement Provider shall maintain appropriate insurance cover for employers’ liability, public liability clinical negligence and professional indemnity to cover any loss, injury or damage caused by and in respect of such Students as if the Placement Provider were the employer of the Students.

3.6.7 The Placement Provider shall indemnify and keep the Institution indemnified at all times against any costs, claims, losses or liabilities which may arise or are sustained by the Institution in consequence of any negligent act or omission and/or breach of this Agreement by the Placement Provider which results in:

1. Any claim for, or in respect of, the death and/or personal injury of any employee or agent of the Institution or the Placement Provider or any Student;
2. Any claim for, in respect of, the death and/or personal injury of any third party arising out of or in the course of the Services save to the extent caused by any neglect, acts or omissions of the Institution, breach of any express provision of this Agreement by the Institution or any deliberate act or omission of the Institution;
3. Any claim by a Student arising out of or in the course of the delivery of the Services.

3.7. Health and Safety

3.7.1 The Placement Provider will take steps to ensure the health, safety and welfare of Students, as they would for their own employees in line with their responsibilities under the Health and Safety (Training for Employment) Regulations 1990.

3.7.2 The Placement Provider will notify the Institution of any accident sustained by a Student as soon as reasonably possible and within a time-scale appropriate to the seriousness of the situation. Where required by the Institution, the Placement Provider shall provide all reasonable assistance to the Institution’s health and safety representative and/or insurance office.

3.7.3. The Institution will inform Students of their individual obligations to comply with the policies of the Placement Provider in relation to health and safety.

3.7.4 Both Parties will use reasonable endeavours to prepare Students, in a manner appropriate to that Placement, for undertaking a Placement.

* 1. Disciplinary issues
     1. The Placement Provider reserves the right to remove a Student from a Placement, without prior notice to the Institution, for gross misconduct or material breach by the Student of its working policies, rules, orders or regulations or where it considers a Student’s removal is necessary having regard to the Student’s conduct or professional suitability. In all other circumstances, the Placement Provider shall only remove a Student from a Practice Placement in discussion and with the agreement of the Institution.
     2. The Placement Provider will inform the Institution immediately of the removal and the circumstances leading to the Student’s removal from a Practice Placement. The Placement Provider will co-operate with the University in any disciplinary or fitness to practise proceedings taken in connection with a Student and the Placement Provider shall provide all reasonable assistance to the Institution in respect of any investigations, complaints, appeals or other proceedings related to or arising from the Placement.
     3. Any decisions related to a Student’s fitness to study, fitness to practise or to otherwise continue with a programme of study shall be made solely by the Institution in accordance with its Statute, Charter, Ordinances, Regulations, Policies and Procedures.
     4. The Placement Provider and the Institution will co-operate in answering any patient complaint or defending any clinical negligence or personal injury claim involving a Student or a student who undertook their Placement pursuant to this Agreement.
     5. The Placement Provider will encourage and support appropriate staff to participate in any disciplinary and appeals processes relating to student performance in practice, at the invitation of the Institution.
  2. Finances

3.9.1 The funding, if any, applicable to this Agreement is set out in the respective Schedules.

1. **Information and communication**
   1. The Placement Provider will provide information to the Institution including but not limited to:
      1. List of all placement settings and contact person for each;
      2. Reasonable advanced warning of any changes to clinical and/practice areas that will affect placements;
      3. Details of policies implemented by the Placement Provider concerned with risk management and clinical governance;
      4. Any other information reasonably required by the Institution in respect of the Services, including but not limited to information required to meet its obligations to the Authority, HEFCE, the Department of Health, the Quality Assurance Agency or the UK Border Agency.

4.2. The Institution will provide information to the Placement Provider including:

* + 1. Planned developments and curriculum updates;
    2. Learning outcomes for Placements;
    3. Planned numbers of students expected to undertake Placements for the next year;
    4. Names of Students;
    5. Names of relevant staff involved in Placements;
    6. Where applicable in respect of a faculty of the Institution, a list of visiting/link tutors;
    7. Policies of the Institution which may impact on staff of the Placement Provider;
    8. Access to materials designed to support Students learning in practice settings.
  1. The Placement Provider shall in consultation with the Institution agree, for each relevant course, the number and type of Placements available. Confirmation of agreed numbers shall be in a form agreed yearly between the Placement Provider and the Institution and does not form part of this Agreement. Both Parties will use all reasonable endeavours to avoid changing the number of Placements offered or the number of Students to be placed after agreement has been reached each year.
  2. Save for the first year of operation of this Agreement, when the number of Placements for international Students participating in the Institution’s programmes shall be agreed upon signing of the Agreement, the Institution and the Placement Provider shall negotiate in good faith and agree the number of Placements to be provided for international Students no later than 31st December in each year of the Agreement.

**5. Variation and Severability**

5.1 This Agreement may be amended in whole or in part at any time by an Agreement in writing executed in the same manner and by Parties to this Agreement.

5.2 If any provision of this Agreement is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

1. **Assignment and Sub-Contracting**
   1. The Agreement shall be binding upon and enure for the benefit of the successors in title of the Parties.

6.2No Party may assign, transfer, sub-contract, or otherwise dispose of its

rights or obligations under the Agreement in whole or in part without the prior written consent of the other Party.

6.3**.** Should the Agreement be so assigned both Parties shall enter into a

deed of novation, as will the assignee, or such other document as the Institution may reasonably require to give effect to such assignment.

6.4.Sub-contracting of the Agreement can only be carried out with the prior

written agreement of the Institution.

1. **Termination**

7.1. This Agreement, or any part of the Agreement, may be terminated in any one or more of the following events:

7.1.1 by either Party without cause provided at least twelve months’ prior written notice of termination is received by the other Party;

7.1.2 immediately in writing, if a Party commits a material or persistent breach of the Agreement and

(i) it has not remedied the breach to the satisfaction of the other Party within 3 months of receiving a notice in writing requesting its or their remedy; or

(ii) the breach is not capable of being remedied.

7.1.3 Immediately in writing, if a Force Majeure event continues or persists for more than 120 days;

7.1.4 Immediately in writing, if either Party is subject to an Insolvency Event or ceases to exist.

7.2**.** If following early termination (or expiry of the Agreement by the effluxion of time) there are any Students remaining undergoing Placements the Agreement shall, if required by the Institution, remain in full force and effect in relation to such Students until all of their Placements have been completed or the Placement Providers organises comparable alternative provision for those Students, with the prior written agreement of the Institution.

7.3 Neither Party shall be liable for delay in performing or failure to perform

obligations if the delay or failure results from Force Majeure provided the other Party has been notified in writing immediately of the cause as soon as reasonably practicable and extent of such non-performance of the date or likely date of commencement and the means proposed to be adopted to remedy or abate the Force Majeure. Such delay or failure shall not constitute a breach of this Agreement. Nothing in this Clause shall be taken to limit or prevent the exercise of either Party of its rights of termination under Clause 7.1.3.

7.4. No further Students shall be admitted to a Placement under this Agreement where the Agreement has terminated or has come to the end of its term but any Students already on a Placement at this time shall complete their Placements under the terms set out in this Agreement.

* 1. In the event of early termination, the Placement Provider will be

required to share such information as the Institution deems relevant with the successor organisation.

1. **Dispute and Arbitration**
   1. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement promptly through negotiation between their authorised representatives.
   2. If the matter cannot be resolved through negotiation, the Parties will, at the request of either of them, attempt in good faith to resolve the dispute or claim through an agreed Alternative Dispute Resolution (“ADR”) procedure.
   3. The performance of obligations under the Agreement shall not, save for the matter in dispute, cease or be delayed by the application of such a procedure.
   4. Unless otherwise agreed, all negotiations connected with the dispute handled under an ADR and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
   5. If the Parties fail to reach agreement on the ADR procedure to be used or the agreed ADR procedure fails to progress satisfactorily for more than 60 days, or such longer period as may be agreed by the Parties, then any dispute or difference between the Parties may be referred to the courts. Nothing in this clause shall prevent a Party from commencing or continuing court proceedings in relation to a dispute where a claim may be statutorily barred from proceeding for being out of time.
2. **Cumulative Remedies and Waiver**

9.1 The provisions of this Agreement and the rights and remedies of the Parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity. No exercise by a Party of any one right or remedy under this Agreement, or at law or in equity, shall (save to the extent, if any, expressly provided in this Agreement or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

9.2. The failure of one Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of the rights of that Party to act on any such breach or any subsequent breach of such provision, term or condition.

**10. Confidentiality**

10.1 Each Party:

10.1.1 shall treat as confidential all information obtained from the other Party under or in connection with the Agreement and

10.1.2 shall not disclose any of that information to any third party without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement.

10.2 The provisions of Clause 10.1 shall not apply to any information -

10.2.1 which is or becomes public knowledge (otherwise than by breach of this Clause), or

10.2.2 which is developed independently by the receiving Party without any use or reliance on the confidential information disclosed; or

10.2.3 which is in the possession of the Party concerned, without restriction as to its disclosure, before receiving it from the disclosing Party, or

10.2.4 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

10.2.5 which is required by law to be disclosed.

10.3 The obligations imposed by this Clause shall continue to apply for 5 years after the expiry or termination of the Agreement.

**11. Data Protection and Freedom of Information**

* 1. The Parties undertake to comply with the provisions of the Data Protection Legislation and will duly observe all their obligations under the Data Protection Act 2018 ("the Act"), which arises in connection with this Agreement. The Institution is the data controller and the Placement Provider is the processor of any personal data (as defined by the Act).

11.2 The collection, handling and use of Personal Data relating to individuals shall be treated as confidential at all times.

11.3 Each Party shall at all times be responsible for ensuring that all Personal Data (including data in any electronic format) is stored securely and guard against unauthorised access to, disclosure of, or loss or destruction of the Personal Data whilst in its custody. Notwithstanding the general obligation in clause 11.1, where the Placement Provider is processing Personal Data as a Data Processor for the Authority, the Placement Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 2018; and

11.3.1 provide the Institution with such information as the Institution may reasonably require to satisfy itself that the Placement Provider is complying with its obligations under the Data Protection Legislation.

11.3.2 process only personal data in accordance with written instructions from the Institution as is necessary for the provision of the Placement.

11.3.3 obtain permission from the Institution to process personal data if required to do so by law or any regulatory body.

11.3.4 promptly assist the Institution in meeting their obligations to data subjects under the General Data Protection Regulations (GDPR), such as subject access requests and requests for the rectification, transfer or erasure of personal data.

11.3.5 promptly notify the Institution of any breach of the security measures required to be put in place pursuant to clauses 11.3.

11.3.6 ensure that employees or subcontractors of the Placement Provider have undertaken appropriate training in the handling of personal data and are aware of their obligations under the Act.

11.3.7 ensure it does not knowingly or negligently do or omit to do anything which places the Institution in breach of the Institution’s obligations under the Data Protection Legislation.

11.4 The Placement Provider shall ensure that access to personal data is limited to those employees who need access to the personal data to meet the Placement Provider's obligations under this Agreement.

11.5 The Placement Provider will promptly notify the Institution in writing if it receives:

11.5.1 a request from a data subject to have access to that person’s personal data; or

11.5.2 a complaint or request relating to the Institution’s obligations under the Act.

The Placement Provider shall co-operate and assist with the Institution in relation

to any such request or complaint.

11.6 The Placement Provider must provide the Institution with all the information that is needed to show that both Parties have met their obligations of the Act. Representatives from the Institution will be permitted to inspect and audit its data processing activities and will comply with all reasonable requests or directions by the Institution to enable the Institution to verify that the Placement Provider is in full compliance with its obligations under this Agreement.

11.7 The Placement Provider agrees to indemnify the Institution against all liabilities, costs, claims, damages or expenses incurred by the Institution for which it may become liable due to any failure by the Placement Provider or its employees or agents to comply with any of its data processing obligations under this Agreement.

11.8 No information which would lead to the identification of an individual shall be included in any publications without the prior agreement in writing of the individual concerned. No mention shall be made of individual officers of either Party or the Students, which might lead to their identification, without the prior agreement in writing of the Party concerned.

11.9 The Parties shall cooperate and assist one another to comply with their obligations pursuant to the FOIA and the Environmental Information Regulations in relation to this Agreement, if applicable. The Party receiving the request for information shall be responsible for determining at its absolute discretion, and without consultation with the other Party, whether the information:

11.9.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; or

11.9.2 is to be disclosed in response to a request for information.

**12. Intellectual Property Rights**

12.1 All Intellectual Property Rights already existing at the commencement of this Agreement (“Background IPR”) shall remain the sole property of that Party. Each Party grants the other Party unfettered free use of that Background IPR for the Services. Except as provided for by this Agreement, neither Party shall make use of any Intellectual Property Rights of the other without the express written consent of the other.

12.2 Any Intellectual Property Rights created by the Institution shall be owned by, vest in and be the property of the Institution or its employees, as determined by the Institution’s Intellectual Property Regulations.

12.3 Any Intellectual Property Rights created by the Placement Provider shall be owned by, vest in and be the property of the Placement Provider.

12.4 Each Party grants to the other Party a non-exclusive, royalty-free and full paid up worldwide licence to use the other Party’s Background IPR or other Intellectual Property rights owned by it as set out in Clause 12.2 and/or Clause 12.3, for the performance of the Services but only for the duration of this Agreement.

12.5 Any Intellectual Property Rights arising from the materials produced by Students whilst on Practice Placements shall be subject to the Institution’s Intellectual Property Regulations. Students shall own the copyright in any dissertation, report, thesis or other similar works prepared by them whilst on Practice Placements.

12.6 Each Party acknowledges that the benefit of or use of any Intellectual Property Rights and the goodwill which accrues as a result of its use of the other Party’s Intellectual Property Rights shall inure to the other absolutely.

12.7 Each Party shall ensure that its own logo(s) and/or trade marks if incorporated in any promotional material (only as expressly approved in writing by the other) are kept entirely separate from the other’s Intellectual Property Rights and shall not be used in any manner which could lead to confusion as to the ownership of the other’s Intellectual Property Rights.

12.8 Each Party hereby specifically acknowledges that all of the other's Intellectual Property Rights may only be used for the duration of this Agreement and in accordance with its terms. Upon termination of the Agreement each Party agrees that it will deliver up to the other or destroy any and all information and publicity and/or promotional materials whether supplied by the other or produced by either Party bearing the other’s Intellectual Property Rights which is in its possession custody or control at the time of such termination.

**13.** **Statutory Obligations**

13.1 The Placement Provider shall take all reasonable steps (at its own expense) to ensure that it and any employee employed in the provision of the Placements does not discriminate directly or indirectly or by way of victimisation or harassment against any Student, employee or worker of the Institution whilst on Placement or does not otherwise unlawfully discriminate against any Student, employee or worker of the Institution.

### 13.2 The Placement Provider confirms that it has an equal opportunities policy, and/or other policies applicable to Students, prohibiting unlawful discrimination and any form of harassment and shall perform its obligations under this Agreement in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

13.3 Where the Placement Provider has been advised that a Student has a disability, the Placement Provider shall make any reasonable adjustments as may be required of it by the Equality Act 2010 for the period of the relevant Student’s Placement.

13.4 Each Party undertakes to the other Party that:

### 13.4.1 it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;

### 13.4.2 it has and will maintain in place, its own policies and procedures (including but not limited to adequate procedures under the Bribery Act 2010), to ensure compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and

### 13.4.3 from time to time, at the reasonable request of the other Party, it will confirm in writing that it has complied with its undertakings under this clause 13 and will provide any information reasonably requested by the other Party in support of such compliance.

## 13.5. Breach of any of the undertakings in this clause shall be deemed to be a material breach of the agreement.

**14**. **No Joint Venture or Partnership**

## 14.1 Nothing in this Agreement shall create a partnership or joint venture between the Parties and save as expressly provided in this Agreement neither Party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**15.** **Notices**

15.1 Except as otherwise expressly provided within the agreement, no notice or other communication from one Party to the other shall have any validity unless made in writing by or on behalf of the Party concerned.

15.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail confirmed by letter. Such letters shall be delivered by hand or sent prepaid by first class post, addressed to the other Party in the manner referred to in clause 15.3. If the other Party does not acknowledge receipt of any such letter, facsimile transmission or item of electronic mail, and the relevant letter is not returned as undelivered, the notice or communication shall be deemed to have been received:

### 15.2.1 if delivered by hand, on signature of a delivery receipt;

### 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day (which shall exclude the Institution’s published closure days) after posting;

### 15.2.3 if sent by fax, at 9.00 am on the next Working Day after transmission.

## This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

15.3 For the purposes of Clause 15.2, the address of each Party shall be:

a) For the Institution:

Director of Legal Services

Legal Services

University of Southampton

Highfield

Southampton

SO17 1BJ

b) For the Placement Provider:

Chief Nurse

4-6, Sentinel House,

Nuffield Industrial Estate,

Poole BH17 0RB

15.4 Either Party may change its address for service by notice given in accordance with this agreement.

**16. Entire Agreement**

16.1 This Agreement constitutes the whole agreement between the Parties with respect to the subject matter hereof and shall be deemed to have effect from the Commencement Date hereof in substitution for all previous agreements and arrangements between the Parties with respect to the subject matter hereof (whether or not reduced to writing) all of which shall be deemed to have been terminated by mutual consent. Each Party acknowledges that it is not relying on any warranty, representation or undertaking by the other party or any of its officers, servants or agents, other than as contained herein.

**17. Governing Law and Jurisdiction**

17.1 This Agreement shall be subject to English law and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).

**18.** Counterparts

18.1 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart to the other Party. Delivery of the counterpart may take place by fax or e-mail and without affecting the validity of the agreement so entered, each Party shall deliver up in hard copy, one original signed counter-part of this agreement to the other Party .

**Schedule 1 - Placements for Students on healthcare programmes**

**1. Special Terms and Conditions**

1.1 The Placement Provider shall, wherever possible, make available at each Premises where there is a placement setting an office space with a telephone where staff from the Institution can meet Students in private.

1.2 The Institution shall ensure that before students undertake Practice Placements, they have achieved the relevant standards in relation to basic skills, clinical knowledge and demonstration of professional behaviours relevant to that Practice Placement and where applicable, shall have due regard for the Authority’s “Framework for Statutory and Mandatory Training, 2011, as updated from time to time and any additional training prescribed by students’ Regulatory Body.

1.3 Where the Placement Provider is also a Provider of NHS commissioned services, the Parties shall agree annually in advance and in writing, a list of the Institution’s staff who will not be involved in clinical interventions and therefore do not require honorary contracts, but whose names will be included in a licence to attend the Premises of the Placement Provider.

1.4 With respect to any employees or agents of the Institution who will work alongside and supervise Students during periods of Practice Placements, the Parties agree that those persons shall:

1. Hold honorary contracts or a licence to attend (to conduct unpaid work) with the Placement Provider unless other arrangements are agreed in writing;
2. have specific duties and obligations as regards Student supervision and patient care as appropriate;
3. be the subject of and that the Placement Provider shall indemnify the Institution against any costs, losses, claims or liabilities which may arise from the negligent acts or omissions of those persons.

1.5 Where employees or agents of the Institution support Students in a visiting capacity, (i.e. without engaging in patient care or treatment) during Practice Placements; third party, public liability, employee’s liability and professional indemnity may negate the need for honorary contracts or a licence to attend.

1.6 Where appropriate to the Practice Placements, the Institution will take all reasonable care to ensure that Students are appropriately prepared to carry out moving and handling tasks prior to undertaking the Placements

**2.** **Contract Performance Management**

2.1The Placement Provider shall:

2.1.1 Ensure that it makes senior staff available to be involved in the following as required:

* 1. reviewing the Institution’s recruitment and selection policies and criteria;
  2. reviewing course content and delivery;
  3. reviewing the Disclosure and Barring Service (“DBS”), Independent Safeguard Authority (ISA) and occupational health clearance processes that the Institution has in place to screen students before they are admitted on a practice placement; and
  4. reviewing contract performance returns to confirm veracity as appropriate
     1. Ensure that students receive an appropriate induction to all placement areas;
     2. Ensure that it makes placement educators available annually for involvement in developing performance action plans;
     3. Ensure that all relevant staff working in the placement area have education responsibilities included in their job descriptions and competencies defined in their job specifications. Ensure that all relevant staff employed in the placement area are either competent to support student learning and assessment or are required to commence a programme of continuing professional development on recruitment/on completion of any preceptorship period or equivalent to achieve these competencies;
     4. immediately notify the Institution of any serious untoward incidents where involvement of any student calls into question their fitness for training;
     5. Accept as valid the DBS and occupational health checks carried out by the Institution in accordance with mutually agreed criteria;
     6. Immediately notify the Institution of any service provision changes that might affect the Students’ ability to meet the specified learning outcomes set by the Institution; and arrange other suitable educational opportunities;
     7. Ensure that students receive feedback on their performance in a time frame appropriate to the activity performed as agreed between the Institution and Placement Provider;
     8. Ensure that student assessment in practice is appropriately moderated as agreed between the Institution and the Placement Provider; and
     9. Collect and collate feedback from all students and regularly share information and agree action plans with the Institution to address the issues raised.
  5. The Institution shall ensure that:
     1. A representative sample of senior staff from providers of NHS commissioned services mutually reviews and agrees recruitment and selection policy and processes with the HEI annually.
     2. A representative sample of senior staff from providers of NHS commissioned services mutually review and agree with the HEI action required to ensure that course content is suitable for ensuring a workforce that is fit for purpose.
     3. A representative sample of senior staff from providers of NHS commissioned services mutually review and agree with the HEI action required to ensure that course delivery is suitable for ensuring a workforce that is fit for purpose
     4. The core placement indicators set out in this Schedule are reviewed at a defined frequency (see note 1 below) and the review confirms that either there are no risks or that risks are being managed effectively.
     5. A representative sample of senior staff (see note 2 below) from providers of NHS commissioned services as agreed with placement providers confirm that all staff involved in placement learning and assessment have access to educational resources including where relevant formal training programmes to enable them to support student learning and assessment effectively.
     6. Systems and processes, agreed with a representative sample of senior staff, for the ongoing monitoring of students health, fitness for placement and any other mutually agreed aspects commensurate with their prospective role are maintained throughout their training programme.
     7. A representative sample of senior staff from providers of NHS commissioned services as agreed with placement providers confirm that any concerns about the fitness for placement of students are being responded to in line with processes and timeframes mutually agreed by the HEI and the placement provider.
     8. A representative sample of senior staff from providers of NHS commissioned services as agreed with placement providers confirm that DBS/ISA and occupational health checks and any resultant actions are carried out by the HEI in accordance with mutually agreed processes.
     9. Student feedback in relation to their preparation for placement is collected collated and shared with placement providers and that action plans are agreed to address any issues raised.

*Notes*

1. *The frequency will be as set by Professional Regulatory Body requirements or once every 5 years as a minimum, whichever is the more frequent with the following exceptions where annual review is required:*
   * *Placements providing more than 10% of the total placement volume for that programme in the contract year*
   * *Organisations where the HEI has raised formal concerns about placement performance with the Authority*
2. *All placement providers should be aware of the contact details of the mutually agreed sub-set of placement providers so that they can raise concerns relating to the metrics.*
3. **Premises – Not applicable**
4. **Finances**
   1. The Institution shall not contribute directly to the cost of providing Practice Placements.
   2. Students shall not be charged anything for attending their Practice Placement by the Placement Provider but shall bear their own expenses in relation to attending their Practice Placements unless they are reimbursed by the Institution in accordance with its own policies.
   3. The Placement Provider shall be entitled to send all of its staff involved in delivering Practice Placement under this Agreement, to attend the necessary preparation, support, and training offered by the Instition at no additional cost to the Placement Provider.
   4. Both Parties shall bear their own costs in connection with entering into this Agreement and their respective obligations hereunder.
5. **Student Programmes [if needed]**

This agreement covers students enrolled on programmes delivered by the University of Southampton for the following programmes:

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement in manner binding upon them the day and year first before written.

SIGNED on behalf of the **University** **of Southampton:**

**Signature:** 

**Name: Professor Anne Baileff**

**Position: Deputy Head of School Education**

**School of Health Sciences**

**Date: [enter day, month, year] 2018**

SIGNED on behalf of **[Name pf placement organisation**] **:**

**Signature:**

**Name:**

**Position:**

**Date:**