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[Placement Provider Name

Placement Provider Address](“**Placement Organisation**”)

[date of letter]

Dear Sirs,

**Placement Agreement**

University College London (the “**University**”) has identified students of the University who wish to undertake a Placement with the Placement Organisation as part of their degree programme.

This letter agreement and the terms and conditions of contract set out in Annex 1 (“**Conditions**”) set out the terms of the Agreement between the University and the Placement Organisation in relation to the Placement.

Unless expressly defined in this letter agreement, capitalised expressions used in this letter agreement have the same meanings as in the Conditions. In the event of any conflict between this letter agreement and the Conditions, this letter agreement shall prevail.

The University and the Placement Organisation agree as follows:

1. “**Placement** “ means the placement described in Schedule 1 of the Conditions and as may be amended from time to time by written agreement of the University and the Placement Organisation.
2. The “**Placement Location**” means [insert location of Placement].
3. The “**Placement Period**” means the period of time starting on [date] and ending on [date]
4. The “**University Supervisor**” shall be [name of UCL Supervisor], his/her representative or his/her successor as appointed from time to time by the University.
5. The “**Placement Supervisor**” shall be [name and contact details of placement supervisor, who is a staff member of the Placement Organisation supervising the student while on placement, including his/her position, email and telephone].
6. “**Student[s]**” means the following student[s] registered on a University degree programme undertaking a Placement at the Placement Organisation as part of that programme:

[list name/names of students undertaking placement]

1. The University and the Placement Organisation shall comply with the terms of the Agreement and conduct the Placement in accordance with the Agreement.
2. The Placement Organisation shall provide the Placement and, subject to the terms of the Agreement, the Placement shall run for the Placement Period.
3. The Placement will be undertaken by the Students at [insert where the Placement will take place – e.g. at the Placement Location or partly at the Placement Organisation’s facilities at the Placement Location and (subject to clause ‎3.7 of the Conditions) partly at the facilities of the University, under the joint supervision of the University Supervisor and the Placement Supervisor].
4. The University shall instruct the Students to devote [a maximum of 35 hours per week] during the Placement Period to undertaking the Placement. Students will be expected to attend the Placement on every agreed date of attendance during the Placement Period, which shall be [insert details of attendance].
5. The Placement Organisation shall procure that the Placement Supervisor supervise the Student for the purpose of the Placement and shall procure that the Placement Supervisor perform the obligations set out in Schedule 2 of the Conditions.
6. The Placement Organisation and representatives of the University, including the University Supervisor, shall if so notified by either the Placement Organisation or the University, communicate in person or by electronic means at least [once] during the Placement Period to discuss the progress of the Placement. Each Party shall pay its own costs in attending any meetings.

Please sign, date and return a copy of this letter agreement to acknowledge receipt and acceptance of the terms of the Agreement.

Yours faithfully

................................................................

Signature

……………………………………………..

Print Name

For and on behalf of University College London

On behalf of the Placement Organisation, I hereby acknowledge receipt of this letter agreement and confirm that the Placement Organisation accepts the terms of the Agreement.

................................................................

Signature

……………………………………………..

Print Name

………………………………………………

Date

For and on behalf of the Placement Organisation

**Annex 1 Terms and Conditions of Contract**

1. Definitions
   1. In these terms and conditions, expressions defined in the letter agreement between the University and the Placement Organisation printed above this Annex 1 shall have the meaning set out in that letter agreement and the following words shall have the following meanings:

**“Agreement”** The letter agreement between the University and the Placement Organisation printed above this Annex 1 and the terms and conditions in this Annex 1.

**“Background Intellectual Property”** In relation to a Party, means:

1. all Know-how known to the Party at the Commencement Date; together with
2. all Intellectual Property owned by or licensed to the Party at the Commencement Date; and
3. following the Commencement Date, all Know-how and Intellectual Property owned by or licensed to the Party which is not Resulting Intellectual Property;

including that vested in the Students.

**“Business Day”** A working day other than a Saturday or Sunday or public holiday in England.

**“Commencement Date”** The start date of the Placement Period.

**“Confidential Information”** All Know-how and all other technical, scientific, or commercial information that in each case:

(a) in respect of information provided in documentary or by way of a model or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and

(b) in respect of information that is imparted orally, is information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence; and

(c) any copy of any of the foregoing.

**“Consumer Protection Legislation”** the Consumer Rights Act 2015, Consumer Protection from Unfair Trading Regulations 2008, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and all applicable laws and regulations relating to consumer protection including the guidance for higher education providers issued by the Competition and Markets Authority.

**“Disclosing Party”** has the meaning as defined in clause 5.1.

**“Intellectual Property”** Any and all patents, utility models, registered designs, unregistered design rights, copyright, database rights, trademarks, trade names, rights in respect of confidential information, rights under unfair competition laws, extension of the terms of any such rights, and applications for and the right to apply for any of the foregoing registered property rights, and similar or analogous rights in any part of the world.

**“Know-how”** Unpatented technical information (including without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development, and testing procedures; the results of experiments, tests, and trials; manufacturing processes, techniques, and specifications; quality control data, analyses, reports, and submissions) that is not in the public domain.

**“Parties”** The Placement Organisation and the University, and ‘Party’ shall mean either of them.

**“Receiving Party”** has the meaning as defined in clause 5.1.

**“Resulting Intellectual Property”** All Intellectual Property, Know-how, results, designs, inventions, and other matter capable of being the subject of Intellectual Property rights, which is conceived, first reduced to practice or writing, or developed in whole or in substantial part in the course of or in connection with the Placement by one or more Students acting either on their own or jointly with the Placement Organisation.

1. The Placement
   1. The University shall instruct the Students to use reasonable endeavours to carry out the Placement. If, for any reason, any Student has their student status revoked by the University or is otherwise unable or unwilling to carry out the Placement, either Party may terminate this Agreement (in part or in whole) in accordance with clause ‎11.2.
   2. The Students shall maintain full-time status at the University during the Placement Period at the Placement Organisation. Students will continue to be subject to all relevant University regulations, policies and processes (including those related to appeals and complaints and academic regulations) during their Placement Period.
   3. The Parties acknowledge that the Placement is an assessed and integral part of the Students’ University degree programme, and that the Placement itself or in combination with other placements undertaken by a Student cannot exceed 50% of the length of the University degree programme of the Student (unless there is a statutory requirement that the Placement is for a longer period). The University will, make any necessary reports to UK Visas and Immigration including reporting details of the Placement start date, duration and % of total length of the course. The University will assess the work that the Students produce pursuant to the Placement, for the purpose of assessing the Students for their University degree programme.
   4. Each Party acknowledges and agrees that the Students are enrolled students of the University for whom one of the main purposes of the Placement is to provide the Students with information and experience directly relevant to their course undertaken at the University. Accordingly, the University does not warrant or undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of the Placement and/or such work guaranteed.
2. Information on the Placement
   1. For the purpose of the Placement, the Placement Organisation shall (at no cost to the University or the Students):
      1. provide the Students with adequate facilities and resources for the Placement;
      2. obtain for, and/or make available to, the Students any requisite materials and equipment and the Placement Organisation’s Background Intellectual Property;
      3. provide Students with a suitable induction, including advice and guidance for the Placement and information on the Placement Organisation’s business activities;
      4. ensure the Students’ working environment is safe in accordance with the all applicable health and safety legislation;
      5. ensure that the welfare of the Students is protected when the Students are undertaking the Placement;
      6. notify the University of any required changes to the Placement including the agreed Student role, duties, Placement environment and/or location of the Students (which shall be subject to the prior consent of the Parties);
      7. notify the University of any issues with the Students’ conduct or performance during the Placement Period (including attendance), prior to taking any disciplinary or similar action. Any expected Student absences must be pre-authorised by the Placement Organisation and the Placement Organisation shall inform the University before the date of a Student’s expected absence, of that expected absence. Any unauthorised absence must be notified by the Placement Organisation to the University on the day of that absence. The Placement Organisation must also inform the University if the Student withdraws from the Placement;
      8. adhere at all times to all applicable equality and non-discrimination legislation and all other appropriate regulations, not discriminate against any Students on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, and ensure that each Student is at all times treated with dignity and respect;
      9. comply with all applicable laws, statutes, regulations and codes from time to time in force and all applicable guidance issued by the Department for Health, Monitor or other regulatory body (as appropriate) from time to time;
      10. provide all reasonable assistance to the University in meeting the University’s quality assurance and regulatory requirements (including the standards required by the Quality Assurance Agency for Higher Education in the United Kingdom), including promptly providing to the University any information about the Placement that the University requests, cooperating with the University and providing any information that is required to assess the Students and completing any health and safety and due diligence documentation as and when required by the University;
      11. where the University sponsors a Student to study in the United Kingdom under the terms of its student sponsor licence with the United Kingdom Home Office (“**Home Office**”) (“**Student Sponsorship**”), the Placement Organisation shall provide the University with all information and assistance as the University requires to enable it to comply with its Student Sponsor duties, including (without limitation) information on the student failing to start the placement; their attendance; non engagement; or any concerns in relation to quality, performance or behaviour of Students at the Placement Organisation. Information will be provided to the University as soon as possible and in any event within 10 days to allow the University to comply with any time constraints imposed on the University by the Home Office. The Placement Organisation shall inform the University of any breach by a Student of the terms of that Student’s visa, on the Placement Organisation becoming aware of such breach; and
      12. carry out any additional obligations that are set out in Schedule 1 in respect of the conduct of the Placement.
   2. The Placement Organisation represents and warrants that the information that it has given to the University relating to the Placement prior to the Commencement Date (including, without limitation, the information given in any health and safety checklist that the Placement Organisation has provided to the University) is in all respects accurate and complete.
   3. If the University's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Placement Organisation, its agents, subcontractors, consultants or employees, the University shall not be in breach of this Agreement and shall not be liable for any costs, charges or losses sustained or incurred by the Placement Organisation that arise directly or indirectly from such prevention or delay.
   4. *Consumer Protection.* The Placement Organisation acknowledges that the University is subject to Consumer Protection Legislation in relation to the provision of the University degree programme that the Students are studying on. The Placement Organisation undertakes to provide reasonable assistance to the University to enable the University to comply with its legal requirements under Consumer Protection Legislation in connection with the Placement.
   5. Prior to the commencement of the Placement the Placement Organisation shall provide to the University all works rules and safety and other regulations which relate to the Placement which a Student must comply with while on Placement (“**Work Regulations**”). The University shall instruct the Students to comply with the Work Regulations. The Placement Organisation shall be responsible for the acts and/or omissions of the Students in the course of the Placement and shall ensure that Students are appropriately supervised when undertaking the Placement. For the avoidance of doubt, the Students will not be employees of the Placement Organisation during the Placement Period and the Placement Organisation will not require the Students to sign any contract of employment or other such legally binding agreement.
   6. For the avoidance of doubt, the Students shall not perform any clinical activities as part of the Placement.
   7. The Parties acknowledge and agree that educational resources at the University cannot be used for the purposes of commercial gain and, therefore, the Placement. Whether the Students will be based on or off premises belonging to or used by the Placement Organisation, when conducting the Placement, the Placement Organisation will provide them with access to the necessary equipment and software required to conduct the Placement. Once the Placement is completed, if the Placement Organisation is permitted and able to continue to use and develop the results of the Placement, the Placement Organisation shall ensure that it has the appropriate equipment and software licenses required to continue to use the results of the Placement. The University shall have no obligation to provide such equipment or software licences to the Placement Organisation.
3. Payment
   1. *Costs.* Each Party shall pay its own costs associated with its performance of this Agreement and/or the use of its resources and facilities.
4. Confidential Information
   1. *Confidentiality obligations.* Each Party (the **“Receiving Party”**) undertakes:
      1. to treat the other Party’s (**“Disclosing Party’s”**) Confidential Information as the confidential and exclusive property of the Disclosing Party;
      2. to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the Disclosing Party in the course of or in anticipation of this Agreement and to respect the Disclosing Party’s rights therein;
      3. not to use such Confidential Information for any purpose other than as contemplated in this Agreement or with the Disclosing Party’s prior written consent;
      4. not to disclose such Confidential Information to any person other than to the Students and those of its staff to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Placement; and
      5. take all reasonable steps necessary to prevent the unauthorized disclosure or use of any of the Disclosing Party’s Confidential Information.
   2. *Exceptions to obligations.* The provisions of clause ‎5.1 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:
      1. was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
      2. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
      3. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, or staff; or
      4. is independently developed by the Receiving Party by individuals who have not had any direct or indirect access to the Disclosing Party’s Confidential Information; or
      5. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any regulatory agency or financial authority.
   3. *Disclosure to employees and students.* The University shall procure that the Students and any other of its employees and students who have access to any of the Placement Organisation’s information to which clause ‎5.1 applies shall be made aware of and subject to confidentiality obligations and shall have entered into undertakings of confidentiality which apply to the Placement Organisation’s Confidential Information.

*Return of information.* Upon expiry or any other termination of this Agreement, the Receiving Party shall return to the Disclosing Party any documents or other materials that contain the Disclosing Party’s Confidential Information including all copies made, and make no further use or disclosure thereof, except for such copies as may be necessary to be retained and/or used for the purpose of regulatory compliance and/or for educational and research purposes and/or in connection with the Students’ studies at the University and involvement in the Placement.

* 1. *Duration.* The obligations of the Parties under this clause ‎5 shall survive the expiry or other termination of this Agreement for whatever reason for a period of five (5) years.

1. Publication and other use
   1. *Use and publication.* The Placement Organisation acknowledges that, subject to the provisions of clauses ‎5 and ‎7, the University shall (without limiting any of its other rights) be free, and shall be permitted to allow the Students, inter alia (and without limitation) to:
      1. use, and permit others to use, the data collected in the course of the Placement, the methods and/or results of the Placement including Resulting Intellectual Property for teaching, research, and educational purposes (**“Educational Use”**); and
      2. publish the data collected in the course of the Placement, the methods and/or results of the Placement by whatever means it chooses (a **“Publication”**), including presentations at conferences and meetings and publication in books and journals.
   2. *Case Studies.* The Placement Organisation acknowledges that the University may ask the Placement Organisation for information on a Placement for case studies for publicity purposes.
2. Review by Placement Organisation
   1. The University shall submit to the Placement Organisation for its review a copy of any proposed Publication or Educational Use material at least four weeks before submission of the proposed Publication to a journal or other third party or three weeks before any non-confidential disclosure of the proposed Educational Use material.
   2. The Placement Organisation may within two weeks after having received the proposed Publication or Educational Use material, object to it on the grounds that it contains the Placement Organisation’s Confidential Information or the Placement Organisation’s patentable material that requires protection. If the Placement Organisation makes no such objection, the University may proceed with the Publication or non-confidential disclosure of the Educational Use material. If the Placement Organisation determines that the proposed Publication or Educational Use material contains the Placement Organisation’s Confidential Information or the Placement Organisation’s patentable subject matter which requires protection, the Placement Organisation may, by notice in writing to the University within such two week period, require the University:
      1. to delay the Publication or non-confidential disclosure of Educational Use material for a period of no more than three months to enable patent applications to be filed to protect such material in the UK and/or elsewhere; and/or
      2. to delete from the Publication or Educational Use material any of the Placement Organisation’s Confidential Information.
   3. If the Placement Organisation does not object to the proposed Publication or Educational Use within the two week period set out in clause ‎7.2, the Placement Organisation shall be deemed to have approved the proposed Publication or Educational Use.
   4. *Acknowledgement.* The University shall incorporate an appropriate acknowledgement of the Placement Organisation’s contribution to the Placement in any Publication.
   5. *Course assignment.* Nothing in this Agreement shall prevent the submission of a course assignment that contains any data collected in the course of the Placement, methods and/or results of the Placement in an externally examinable manner to examiners in accordance with the regulations of the relevant academic institution, subject to the examiners’ being bound by appropriate confidentiality obligations.
3. Intellectual Property
   1. The Parties agree that, except as expressly provided in this Agreement, this Agreement does not transfer any interest in Intellectual Property. For the avoidance of doubt:
      1. all Resulting Intellectual Property shall vest in (a) the University or (b) one or more Students who have conceived, first reduced to practice or writing, or developed that Resulting Intellectual Property (whether acting on their own or jointly with the Placement Organisation); and
      2. all Background Intellectual Property used in connection with the Placement shall remain the property of the Party introducing the same, and records should be made of such information introduced.
   2. *Licence of University Background Intellectual Property.* The University grants to the Placement Organisation a royalty-free, fully paid-up, non-exclusive and non-transferable licence, without the right to grant sub-licences, to use the University’s Background Intellectual Property solely for non-commercial use necessary in connection with the carrying out the Placement in accordance with the provisions of this Agreement and solely for the duration of the Placement Period.
   3. *Licence of Placement Organisation’s Background Intellectual Property.* The Placement Organisation grants to the University a royalty-free, fully paid-up, non-exclusive and non-transferable, sub-licensable licence to use the Placement Organisation’s Background Intellectual Property solely for the purpose of carrying out the Placement in accordance with the provisions of this Agreement and/or for educational and research purposes and/or in connection with the Students’ studies at the University and involvement in the Placement.
   4. *Licence of Resulting Intellectual Property.* The University grants to the Placement Organisation a royalty-free, fully paid-up, non-exclusive and non-transferable licence, without the right to grant sub-licences, to use the Resulting Intellectual Property solely for non-commercial use necessary in connection with the carrying out of the Placement in accordance with the provisions of this Agreement and solely for the duration of the Placement Period.
   5. *Exploitation by the Placement Organisation.* The Placement Organisation shall not commercially exploit the Resulting Intellectual Property, whether or not such commercial exploitation requires or involves the use of the University’s Background Intellectual Property, without the prior written consent of the University and the payment of adequate compensation to the University, such compensation to be agreed by the Parties in writing.
4. Warranties and liabilities
   1. *Acknowledgement and disclaimers.* The Placement Organisation acknowledges and agrees that this Agreement provides, amongst other things, for the carrying out of research. Accordingly, any and all results, information, or Intellectual Property generated during the course of the Placement and/or provided by the University to the Placement Organisation are provided without any express or implied warranties, representations, or undertakings. The University shall not be held responsible for any consequences arising from any inaccuracies or omissions unless they are the result of wilful default on the part of the University or its agents. In particular, but without limitation:
      1. The University makes no representation and gives no warranty to the Placement Organisation that (i) any advice or information given by it, the Students, the University Supervisor, or any other of its employees, students, or representatives; or (ii) the content or use of its Background Intellectual Property or Resulting Intellectual Property; will not constitute or result in any infringement of any rights of any third party.
      2. The University makes no representation and gives no warranty to the Placement Organisation as to the sufficiency, accuracy, or fitness for purpose of (i) any advice or information given by it, the Students, the University Supervisor or any other of its employees, students, or representatives; or (ii) the content or use of its Background Intellectual Property or Resulting Intellectual Property provided under this Agreement.
      3. The University makes no representation and gives no warranty to the Placement Organisation as to satisfactory quality, fitness for purpose, purity, safety, or non-toxicity of any results or materials provided under this Agreement.
   2. *Insurance.* During the term of this Agreement and for a period of two years thereafter, the Placement Organisation shall at its own cost maintain in force, with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover (including, without limitation, public liability insurance and employers’ liability insurance) to cover such liability as may arise under or in connection with this Agreement. Evidence of the Placement Organisation’s public liability insurance must be provided to prove that all visitors to their sites are insured against any injury and/or death of at least £5,000,000.
   3. *No other warranties.* Each Party acknowledges that it does not enter into this Agreement in reliance on any representation, warranty, or other provision except as expressly provided in this Agreement, and any conditions, warranties, or other terms implied by statue or common law are excluded from this Agreement to the fullest extent permitted by law.
   4. *University’s liability to cease.* The obligations of the University and its agents shall cease upon the end of the Placement Period, and no liability whatsoever, either direct or indirect, shall rest upon them for the effects of any decisions taken, or products or processes that may be produced or adopted, by the Placement Organisation or any third party, notwithstanding that the decision or formulation of such product or process may be based upon the findings of the Placement.
5. Liability
   1. Subject to clauses ‎10.4 and ‎10.5, the Placement Organisation shall and hereby agrees to indemnify the University in full in respect of liabilities, costs, damages and losses incurred or suffered by or imposed upon the University arising out of or in connection with the breach by the Placement Organisation of clauses ‎3.1.4, ‎3.1.5 or ‎3.1.8.
   2. The Placement Organisation’s liability in respect of the indemnity in clause ‎10.1 shall be unlimited.
   3. Subject to clauses ‎10.2, ‎10.4, ‎10.5 and ‎12.9, the Parties agree that the total liability of each of the University and the Placement Organisation under or in connection with the subject matter of this Agreement shall not in either case exceed an amount equivalent to £1,000 (one thousand pounds sterling).
   4. Subject to clause ‎10.5, in no circumstances shall either Party be liable for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by the other Party that is (a) of an indirect, special, or consequential nature, or (b) any loss of profits, revenue, business opportunity, or goodwill.
   5. Nothing in this Agreement excludes any Party’s liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that Party’s negligence, or liability for fraud.
6. Duration and termination
   1. *Commencement and termination by expiry.* This Agreement shall come into effect on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, continue until the end of the Placement Period.
   2. *Early termination*
      1. Subject to clause 11.2.2, either Party may terminate this Agreement on giving one (1) weeks’ prior written notice to the other Party if it reasonably considers that no further purpose would be served by continuing with the Placement. A Party may only give such notice after full discussion with the other Party of the reasons for the termination, and in any event such notice may not be given until three (3) weeks after the Commencement Date.
      2. Early termination of this Agreement for any reason except pursuant to clause ‎11.2.3 or clause ‎11.2.4 is subject to an obligation on each of the Parties to ensure that satisfactory arrangements are put in place for existing Students on a Placement, and those to whom an offer of a place on a Placement has been formally made, to enable such Students to complete their Placement and, in the absence of such satisfactory arrangements being put in place, the termination date of this Agreement will be extended accordingly.
      3. The University shall notify the Placement Organisation promptly if at any time a Student ceases to be enrolled as a student by the University or is otherwise unable or unwilling to carry out the Placement (a “**Withdrawing Student**”). In such circumstances either Party may terminate this Agreement in whole or, where other Students are undertaking a Placement pursuant to this Agreement, in respect of the Withdrawing Student only, by notice in writing to the other Party, with immediate effect.
      4. If the University determines, in accordance with its own rules and regulations in respect of such matters, that a Student should not continue on the Placement for whatever reason then the University may terminate this Agreement in whole, or in respect of that Student only where other Students are also undertaking Placements pursuant to this Agreement, immediately on notice to the Placement Organisation. If the Placement Organisation considers, acting reasonably, that the Student has in undertaking the Placement engaged in gross misconduct, then the Placement Organisation shall notify the University immediately to discuss the situation and the Placement Organisation shall have no obligation to continue to allow or enable the particular Student to continue on the Placement.
      5. Subject to clause ‎11.2.2, either Party may terminate this Agreement at any time by notice in writing to the other Party (“**Other Party**”), such notice to take effect as specified in the notice:
         1. if the Other Party is in material or persistent breach of this Agreement and, in the case of a breach capable of remedy, the breach is not remedied within fifteen (15) days of the Other Party receiving notice specifying the breach and requiring its remedy; or
         2. the commencement of insolvency proceedings, winding up, liquidation, or other equivalent proceedings in relation to the Other Party.
   3. *Survival.* Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued before termination. Any clauses or Schedules which expressly or by implication have effect after termination or expiration of this Agreement shall continue in full force and effect including, without limitation, clauses ‎5 (for a period of five (5) years after termination), ‎6, ‎7, ‎8, ‎9, ‎11.3, ‎12.4.1, 12.4.4, ‎12.8, ‎12.9 and ‎14 and Schedule 3.
7. Data Protection and Freedom of Information / Environmental Information Regulations

*Data protection*

* 1. For the purposes of this clause ‎12:
     1. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
     2. **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;
     3. **Data Subject** means the individual to which the Personal Data relates;
     4. **Personal Data** means any information relating to an identified or identifiable living individual;
     5. **Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and
     6. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly.
  2. The Parties acknowledge and agree that they will share Personal Data in order to fulfil their obligations and exercise their rights under this Agreement, in particular to facilitate the provision of Placements.
  3. The Parties acknowledge and agree that in respect of the Personal Data disclosed by one Party to the other in connection with this Agreement:
     1. the University is a Controller in respect of the Personal Data it Processes;
     2. the Placement Organisation is a Controller in respect of the Personal Data it Processes;
     3. the Parties are not joint Controllers; and
     4. neither Party Processes any Personal Data on behalf of the other Party as a Processor.
  4. In respect of the Personal Data that is shared by the Parties under and in connection with this Agreement:
     1. each Party shall comply with the Data Protection Laws to which it is subject;
     2. the Parties shall use reasonable endeavours to work together to help ensure that each Party is able to Process the Personal Data lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which it is subject;
     3. each Party shall take appropriate technical and organisational measures to help keep the Personal Data safe and secure and to protect the Personal Data from unauthorised access;
     4. each Party shall notify the other without undue delay after becoming aware of any Personal Data Breach; and
     5. the Parties agree to enter into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Laws to which it is subject, provided that neither Party shall be obliged to agree to any term in any such agreement to the extent that compliance with the term would put it in breach of any law to which it is subject.
  5. The Placement Organisation shall only provide to the University:
     1. the Personal Data that is required to be provided by it to the University pursuant to the terms of this Agreement; and
     2. such other Personal Data as may be requested by the University from time to time under and in connection with this Agreement,

and shall ensure that no other Personal Data is provided by it (or anyone else acting on its behalf) to the University.

* 1. The Parties acknowledge and agree that no provision of this Agreement (including this clause ‎12) shall require either Party to disclose data (including Personal Data) to the other Party where such disclosure would put the disclosing Party in breach of any law (including any Data Protection Law) to which it is subject.
  2. Confirmation of whether the sharing of Personal Data by the University with the Placement Organisation under this Agreement constitutes a transfer of Personal Data to a person located outside of the United Kingdom (other than in an “Equivalent Country” as that term is defined in Schedule 3) and, where it does, the additional terms that apply to the sharing of such Personal Data are set out in Schedule 3.
  3. Subject to clause ‎12.9, each Party shall keep the other Party indemnified in full from and against all liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the indemnified Party, including, but not limited to, any interest, penalties and legal and other professional costs and expenses awarded against or incurred or paid by the indemnified Party, arising out of or in connection with any failure by the indemnifying Party to comply with its obligations under this this clause ‎12, Schedule 3 or the Data Protection Laws to which it is subject.
  4. Clause ‎10.3 shall not apply to a Party's liability under clause ‎12.8. Each Party's total liability to the other Party under the indemnity set out in clause ‎12.8 shall be limited to £1,000,000. [*Note: liability cap to be considered on a case by case basis taking into account factors such as the number of students involved, the amount of personal data transferred and the sensitivity of the personal data*]

*FOIA/EIRs*

* 1. The Placement Organisation acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (“**FOIA”**) and the Environmental Information Regulations 2004 ("**EIRs"**) (as may be amended from time to time). The Placement Organisation shall provide reasonable assistance and co-operation to the University to enable the University to comply with its information disclosure requirements under FOIA and EIRs.
  2. The University will be solely responsible for determining whether any information, regardless of whether or not it is Confidential Information:
     1. is exempt from disclosure in accordance with the provisions of FOIA or the EIRs; and/or
     2. is to be disclosed in response to a request for information and any resulting disclosure by the University shall be deemed not to be a breach of the confidentiality provisions in this Agreement.

1. Compliance with Relevant Requirements
   1. The Placement Organisation shall:
      1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
      2. comply with such ethics, anti-bribery and anti-corruption policies of the University from time to time in force as are provided to the Placement Organisation from time to time;
      3. promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Placement Organisation in connection with the performance of this Agreement.
   2. Breach of this clause ‎13 shall be deemed a material breach of this Agreement.
2. General
   1. *Force majeure.* Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party, including labour disputes involving that Party. The Party affected by such circumstances shall (a) promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so and (b) use its reasonable endeavours to avoid or remove the causes of non-performance and shall continue performance as expeditiously as possible as soon as such causes have been removed.
   2. If any circumstances described in clause ‎14.1 prevent a Party from performing its material obligations under this Agreement for thirty (30) days, then that Party may terminate this Agreement by giving twenty (20) days’ written notice to the other Party.
   3. *Amendment.* This Agreement may only be amended in writing signed by duly authorized representatives of the University and the Placement Organisation.
   4. *Waiver.* No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
   5. *Invalid clauses.* If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
   6. *No agency.* Nothing in this Agreement shall create, evidence, or imply any agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other’s behalf.
   7. *Interpretation.* In this Agreement:
      1. references to clauses and Schedules mean clauses of, and schedules to, these terms and conditions; the Schedules form part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions and any reference to these terms and conditions includes the Schedules.
      2. references in this Agreement to termination shall include termination by expiry; and
      3. where the word “including” is used it shall be understood as meaning “including without limitation”.
   8. *Notices.* Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail or air mail to the address of the relevant Party set out at the head of this Agreement, or to such other address as that Party may from time to time notify to the other Party in accordance with this clause ‎14.8. Notices sent pursuant to this clause shall be deemed to have been received three working days after the day of posting (in the case of inland first-class mail), or seven working days after the date of posting (in the case of air mail).
   9. *Transfer of Rights.* Unless expressly provided in this Agreement,neither Party shall assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).
   10. *Law and jurisdiction.* The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.
   11. *Further action.* Each Party agrees to execute, acknowledge, and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.
   12. *No use of another Party’s names or marks*. Neither Party shall use the names, marks, trade names, trade marks, crests, logos, or registered images of the other Party without that other Party’s prior written consent. This clause shall not however preclude a Party from acknowledging the contribution of the other Party in accordance with clause ‎7.4.
   13. *Entire agreement.* This Agreement, including the Schedules to these terms and conditions (and any additional terms that are stated in Schedule 3 to apply to this Agreement), sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.
   14. *Third Parties.* This Agreement does not create any right enforceable by any person who is not a party to it.

Schedule 1– Placement

[Note: *Insert a description of the purpose, principle tasks and intended learning outcomes of the Placement]*

*[Note: To meet Student Sponsorship requirements the student must be studying at degree level or above; the placement must be an integral and assessed part of the course; and the placement must not amount to more than 50% of the total amount of the course*

*Note: If the placement relates to a course in music, dance or drama or in sport, further advice should be taken on the nature of the placement and whether it complies with UKVI requirements for any sponsored students* ]

**Schedule 2 – Responsibilities of the Placement Supervisor**

[Note: *List here any specific responsibilities that the Placement Supervisor has in relation to the specific placement as described in Schedule 1.*

*[ Please include responsibilities to inform the University if the student does not attend the placement; has any authorised or unauthorised absences; is not performing as expected; is subject to any informal warnings or disciplinary process.]*

*[Please also include any cooperation the University may require from the Placement Supervisor in order to assess and grade the student and to meet the requirements of the University’s attendance monitoring policy* ]

Schedule 3 – Restricted transfers of Personal Data Outside of the United Kingdom (UK)

|  |  |
| --- | --- |
| **Table 1** | |
| **Will UCL be transferring Personal Data under this Agreement to a person that is located in a country that is not an “Equivalent Country”?**  **“Equivalent Country” here means a country that the UK’s Information Commissioner has determined on the basis of article 45 of UK GDPR offers an adequate level of data protection.** | **Yes/No**  [**Drafting Note**: *If the response is Yes, then please choose ‘Yes’ above. Otherwise choose ‘No’.*  *Choosing ‘Yes’ means that the EU Standard Contractual Clauses – Module One Controller to Controller apply along with the UK Addendum.]*  *[****Drafting Note****: Please check here for a list of countries with an adequacy decision from the UK that are “Equivalent Countries”:* [*https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/*](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/) ] |

|  |  |
| --- | --- |
| **Table 2**  This table is only relevant where UCL is transferring Personal Data to a person located in a country that is not an Equivalent Country | |
| **Additional clauses that apply in respect of all restricted transfers of Personal Data by UCL outside of the UK or EEA under this Agreement** | The standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council (Module One controller to controller transfers) set out in Commission Decision 2021/914/EC (**EU Standard Contractual Clauses – Module One Controller to Controller**) and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (**UK Addendum**) shall apply, copies of which can be found at:  <https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj> and  <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>  [**Drafting Note**: *This table is applicable if the answer to the question in Table 1 is Yes. If the answer to the question in Table 1 is No, then delete this Table 2 and Table 3*.] |

|  |  |  |
| --- | --- | --- |
| **Table 3**  This table is only relevant where the EU Standard Contractual Clauses and UK Addendum apply to restricted transfers of Personal Data by UCL under this Agreement | | |
| **Completing the details needed for the EU Standard Contractual Clauses and UK Addendum** | For the purposes of the EU Standard Contractual Clauses – Module One Controller to Processor and Module Two Controller to Processor:   * the *data exporter* shall be UCL and the *data importer* shall be the Placement Organisation; * the description of the transfer for the purposes of Annex I Parts B and C of the EU Standard Contractual Clauses is as set out in the rest of this table; and * the technical and organizational measures including technical and organizational measures to ensure the security of the data for the purposes of Annex II of the EU Standard Contractual Clauses are as set out in the rest of this table.   For the purposes of the UK Addendum:   * the *data exporter* shall be UCL and the *data importer* shall be the Placement Organisation; * the key contacts shall be as set out in the rest of this table * in Table 2 the second option shall be selected * in Table 2 ‘Yes’ shall be entered against Module 1 ‘No’ against the other Modules * in Table 2 against Module 1 the following selections shall be made:   + Clause 7 – No   + Clause 11 (Option) – No * In Table 3 the information shall be as set out in the rest of this table and as set out in Appendix 1. * In Table 4 the ‘Exporter’ option shall be selected   To the extent that there is any conflict or inconsistency between the terms of the EU Standard Contractual Clauses and UK Addendum, and the terms of this Agreement, the terms of the EU Standard Contractual Clauses and UK Addendum shall take precedence. | |
| **Categories of data subjects whose personal data is transferred**  The personal data transferred concern the following categories of data subjects | [**Drafting note***: Describe the categories of individuals whose personal data will be transferred outside of the UK or EEA. Simple example wording for this box is set out below.*]  [***EXAMPLE WORDING****: Students or potential Students undertaking a Placement.*] | |
| **Nature and purposes of the data transfer(s) and further processing**  The transfer is made for the following purposes | [**Drafting note**: *Describe why the transfer of the personal data outside of the UK is being made – the more specific you can be the better. Simple example wording for this box is set out below.*]  **[*EXAMPLE WORDING****: To facilitate the undertaking by Students of Placements.*] | |
| **Categories of personal data transferred**    The personal data transferred concern the following categories of data | [**Drafting note**: *Describe the types of personal data (other than sensitive data) being transferred outside of the UK. Simple example wording for this box is set out below.*]  [***EXAMPLE WORDING****: The main types of personal data being processed are names, contact details, degree programme, performance at data importer and disciplinary and conduct issues arising during the Placement.*] | |
| **Recipients**  The personal data transferred may be disclosed only to the following recipients or categories of recipients | **[Drafting note***: Describe the third parties to which the Placement Organisation may disclose the transferred data. Simple example wording for this box is set out below.*]  [**Drafting note**: *Placement Organisation to add the recipients to which it will disclose the personal data outlined above*]  [***EXAMPLE WORDING****: The personal data may be disclosed to group entities of the data importer and to third party companies/individuals which are contracted to provide relevant services under the instruction of the data importer, where reasonably required for the purposes of the transfer.*] | |
| **Sensitive data transferred** (if applicable)    The personal data transferred concern the following categories of sensitive data | [**Drafting note***: Describe the types of special categories of personal data (such as health and racial origin information) and criminal convictions data (if any) being transferred outside of the UK or EEA. Simple example wording for this box is set out below. Put 'None' if no sensitive data is being transferred.*]  [***EXAMPLE WORDING****: The main types of sensitive data are:*  *Special categories of personal data: health information and information on disabilities of the data subjects.*  *Criminal convictions data: none.*] | |
| **The frequency of the transfer** | [**Drafting note**: *Describe whether the data is transferred on a one-off or continuous basis.*] | |
| **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period** | [**Drafting note**: *Describe retention period or criteria to determine retention period.*]  *For UCL this can state ‘UCL shall retain the personal data in accordance with UCL’s Retention Schedule available athttps://www.ucl.ac.uk/library/collections/records-office/retention-schedule*  *Please insert the data retention period or criteria to determine retention period of the Placement Organisation here]* | |
| **Data protection registration information of data exporter** (where applicable) | The data exporter is registered as a controller with the UK Information Commissioner's Office under Registration Number Z6364106. | |
| **Additional useful information** (storage limits and other relevant information) | None. | |
| **Technical and organizational measures of the Placement Organisation including technical and organizational measures of the Placement Organisation to ensure the security of data** | [**Drafting note**: *Placement Organisation to insert details. Once completed, please check with UCL ISG that the details inserted by the Placement Organisation are appropriate*] | |
| **Contact points for data protection enquiries** | DATA IMPORTER  [**Drafting Note**: *Placement Organisation to include details of Data Protection/Legal Team*] | DATA EXPORTER  Data Protection Officer  [data-protection@ucl.ac.uk](mailto:data-protection@ucl.ac.uk) |