POLICY AND GUIDANCE ON PLACEMENT AND WORK-BASED LEARNING

1. INTRODUCTION

1.1 This policy is intended to be a general policy which gives guidance on the minimum requirements prior to the commencement of work-based or placement learning, but the method by which this is achieved can be adapted to suit the needs of an individual UEL School or collaborative partner. Please note that any programme specific professional, statutory and regulatory body (PSRB) rules and regulations take precedence and should be incorporated into the policy. This policy is designed as a basis for development of more specific procedures by individual programmes taking part in work-based learning.

1.2 The policy has been informed by the QAA UK Quality Code for Higher Education Advice and Guidance, Work-Based Learning.

> 'Work-based learning for higher education courses describes courses that bring together higher education providers and work organisations to create learning opportunities. This Theme needs to be considered in conjunction with other regulatory requirements including providers' academic regulations, funding body requirements and professional, statutory and regulatory bodies' (PSRB) rules and regulations.'

1.3 QAA Guiding principles to consider for work-based learning:

- Work-based learning courses and opportunities are designed and developed in partnership with employers, students and other stakeholders (where appropriate) and contain learning outcomes that are relevant to work objectives.
- Work-based learning consists of structured opportunities for learning and is achieved through authentic activity and is supervised in the workplace.
- Work-based learning opportunities are underpinned by formal agreements between education organisations, employers and students.
- Education organisations and employers consider any specific issues in relation to the workplace environment and deal with them appropriately, including informal agreements where appropriate.
- Work-based learning is delivered through a meaningful partnership between students, employers and the education organisation.
- Work-based learning opportunities enable students to apply and integrate areas of subject and professional knowledge, skills and behaviours to enable them to meet course learning outcomes.
- Parties understand and respect the respective roles, responsibilities and expectations of the education organisation, employer and student, and appropriate training and support is provided where required.
- Education organisations and employers acknowledge individuals have unique needs within the education organisation and in the workplace, and collaborate to ensure opportunities are inclusive, safe and supported.
- Work-based learning opportunities are designed, monitored, evaluated and reviewed in partnership with employers.
- The University has a duty of care to all its students in respect of the health and safety standards of a student's learning environment. Departments should therefore ensure that they have the expertise to organise and maintain appropriate and safe placement learning opportunities.

1.4 This document will provide clear guidance for Students, Placement Providers and Staff who manage placements across the university. It details the entitlements and responsibilities of all parties. A template agreement form is annexed to support this guidance.

1.5 The Department, Student, and Placement Provider must work together before, during and after the placement. This three-way partnership will be most effective when roles, entitlements and responsibilities are clearly apportioned.

2. SCOPE OF THE POLICY

2.1 This policy relates to any situation where a student works or studies on-campus or in an approved non-UEL location, whether in the UK or overseas, and where their work or placement situation contributes towards learning outcomes of their programme of study.

2.2 We define work-based learning to mean any learning which takes place in a workplace which is directly relevant and contributes to students meeting relevant learning outcomes. Work-based learning may be paid or unpaid. It does not apply to any employment undertaken outside of a programme of study which does not contribute towards the meeting of learning outcomes.

2.3 We define a placement to mean a period of study undertaken, which could be either in a work or educational context. A placement could be a block of work undertaken for a placement module, a year in industry on a sandwich programme, or part of a 2-year PG placement programme. This could be a period of study organised by the University or that the student may have organised themselves but is approved by the University.

2.4 A Department should have at least one named contact for placements (referred to as the Placement Coordinator in this policy), although some schools may prefer to have a number of named contacts dealing with different elements of the work-based learning or placement experience.

2.5 In this policy 'placement' means any work-based learning whether the student participates in person or remotely.

3. MINIMUM WAGE RULES AND LONGER TERM PLACEMENTS

3.1 Unpaid placements may not continue for more than twelve months and the work performed by the student must relate directly to their Course. Longer placements and other types of work fall outside the work placement minimum wage exemption. For more information see:
https://www.gov.uk/guidance/national-minimum-wage-work-experience-and-internships.

3.2 Where a student is offered a role for longer than a year they must have an employment contract. For advice contact your HR adviser or the Legal Team at legal@uel.ac. Do not use the template placement agreement in appendix 2.

4. FURTHER INFORMATION AND GUIDANCE

4.1 This can be found, for departments, students and providers, in Appendix 1. UEL employees involved in arranging and managing work placements should familiarise themselves with this guidance.

4.2 The placement coordinator, or member of academic staff, should satisfy themselves that each placement provider, whether allocated by UEL or independently found by the student, is suitable. Procedures for

securing, approving and allocating placements should be transparent to all, and take into account, as a minimum:

- The suitability of the placement to allow students to successfully meet the learning outcomes of the placement.
- That the placement provider meets with Health and safety requirements.
- Any relevant professional, statutory or regulatory body (PSRB) requirements governing the suitability of placements.
- Student support on placements, including the mechanisms for dealing with any problems or complaints.
- Information should be given to students on the consequences of failure to either secure or complete a placement.

4.3 A risk-based approach should be used when checking the validity of placement hosts, particularly if independently sourced. This allows a lighter touch on companies with relatively low risk (well-known reputable organisations) and more rigorous control measures where the risk is higher (SME's or small unknown organisations).

4.4 These checks are especially important for international students with Tier 4 visas as the Home Office expects rigorous checks on placement providers.

Organisation Checklist
Company registration number/Charity registration number
Legitimate company website
Line manager email confirming placement from business email account
Registered on UK Companies House (Tier 4 visa requirement) and accounts filed within the last year.
Commercial address provided where student will be located.
Online search on company does not reveal negative coverage that could affect student safety and wellbeing and UEL's reputation.
Request copies of the placement provider's health and safety policy
Additional Checks for SMEs
Copy of Employers Liability Insurance (preferably in a company name – if in an individual sole trader's name check with Centre for Student Success or consult our insurance team).
Telephone number and address on website checked for legitimacy
Additional Checks for students aged under 18
Request a copy of the placement provider's safeguarding policy (if they do not have one check with the Legal team)
Additional procedure for high risk organisations
Placement Officer conducts a visit

5. HEALTH & SAFETY

5.1 The University is legally responsible for the safety and wellbeing of students while on placements. Therefore, health and safety and safeguarding must be covered in written placement agreements and highlighted during induction sessions. Where possible providers should have well-constructed arrangements around health and safety risk assessments. Where a provider is too small to have formal policy and procedures it is still our responsibility to check that they have safe working practices to protect students. Students must also be made aware of relevant polices and systems, and of their own responsibility to follow placement provider health and safety polices and directions, to engage in safe working practices, and be given information about

who to contact if they have health and safety or safeguarding concerns [about the work they are asked to do or the provider].

5.2   Please refer to the University's Safety & Health Association Guidance on Health & Safety on Placements for more details of the six factors to consider regarding the risk associated with a placement, i.e. work, travel and transportation, location and region, health and environment, individual student and insurance limitations.

5.3   Health & safety questions must be included in the Placement Agreement Form. This should be signed by the placement provider to confirm that they meet and follow current Health & Safety legislation and that they hold valid Employers Liability Insurance. A copy of the Employer Liability Insurance and a completed risk assessment form should be requested.

5.4   Other areas for consideration are the sharing of expectations regarding ethical and commercial confidentiality, and data protection issues, which should occur at all stages of the partnership. Placement providers may request for students to sign additional documents with regards to data protection and confidentiality.

5.5   Covid-19 health & safety questions for in-person placements
Additional questions and requirements:
- Will you be carrying out a pre-placement risk assessment?
- Will you be providing Personal Protective Equipment?
- Are you allowing staff to work from home remotely where possible?
- Will you be undertaking temperature screening?
- Are you providing access to government advice and promoting testing and isolation where an employee is symptomatic?
- Explain how you are maintaining social distancing
- Explain what hand hygiene measures are in place.

6. DISCLOSURE AND BARRING SERVICE (DBS)

6.1 If the placement involves working with children or vulnerable adults, there is a mandatory requirement for a satisfactory Disclosure and Barring Service (DBS) enhanced disclosure certificate.

6.2 A DBS check provides details of any spent and unspent convictions, cautions, reprimands and final warnings, or whether local police hold any information that can reasonably be considered relevant to working with vulnerable groups.

6.3 Download [information on the courses which may require a DBS check and the application process](#).

6.4 See the [UEL DBS policy and procedures](#) relating to the process and the disclosure of criminal convictions.

7. DATA PROTECTION

7.1   The University and placement provider will be sharing personal data about the student and it is very important that the parties make sure that this sharing meets mandatory legal standards. UEL [University] policies and guidance about these standards can be found at:

https://uelac.sharepoint.com/sites/GovernanceandLegal/SitePages/Information-Assurance-Office/Data-Protection/Data-Protection.aspx

7.2 For multiple placements a data sharing agreement is recommended. Contact the Information Governance Office on dpo@uel.ac.uk for advice and the Legal team on legal@uel.ac.uk for a template agreement which can be tailored for your placements.

8. PLACEMENT ADMINISTRATION

6.2 The department should ensure accurate and up-to-date records and documentation are kept for all placement students. This includes:
- Details of all students on placement at any time
- Details of the placement including start and end dates
- Placement host details (supervisor, address, telephone number, business email address)
- Signed tripartite Placement Agreement Form
- Copy of Employers Liability Insurance (where required)
- Student and employer evaluation forms
- Record of attendance (for Tier 4 students).

6.3 We strongly encourage use of the Career Zone (careers management platform) 'Work Placement' module as this facilitates University-wide reporting and encourages consistency and best practice.

6.4 Please use 'Pathways' on the Career Zone to provide a step process for students to obtain, record and evaluate placements as part of their work-based-learning courses.

5.2 The 'Work Placement' module includes:
- Placement form for student to report details of their placement
- Placement approval function for staff
- Evaluation forms for students: Pre-Placement and Post-Placement Skills Audit, Mid-Placement Evaluation Form, Self-Evaluation Form, Placement Evaluation Form
- Evaluation form for placement host: Student Evaluation Form
- Hours tracking for students and hours approval for placement host.

7 TIER 4 STUDENT PLACEMENTS – MANDATORY REPORTING AND MONITORING

7.2 As rules for overseas students studying in the UK change constantly, the department must seek up-to- date advice from the International Students Compliance team (points.based.system@uel.ac.uk).

7.3 These requirements are necessary so that the University [UEL] meets Home Office requirement. If we do not do this, the University [UEL] could lose its Tier 4 licence and international students will be unable to study on UEL campuses. Universities which have lost their licences usually do not get them back for several years.

7.4 The department must inform the Compliance team in advance of all Tier 4 placements.

7.5 The department must also:

- Carry out due diligence (outlined in 3.3) on all placement providers to ensure that they meet UKVI.
- Send address and details for each placement to the International Students Compliance team.
- Communicate the significance of compliance with Home Office regulations to the placement provider.
- Ensure that the Placement Agreement includes robust mechanisms to monitor Tier 4 student attendance.
- Make sure that attendance for Tier 4 students on placement is strictly monitored by the department/placement coordinator/compliance team. A process should be agreed with the compliance team.
- Report changes to the placement circumstances promptly to the Compliance team so they can notify UKVI.

6.2 Further information can be found in the [Home Office Guidance for Tier 4 Applications](#).

8   PLACEMENT AGREEMENT

8.2 A tripartite agreement should be completed between the student, University and placement provider before the placement commences. This agreement should cover UEL [University] requirements listed in this Policy, placement learning activity and the support to be offered to the student in order to promote a successful outcome, minimise misunderstandings and avoid complaints.

8.3 This agreement could include the following information:
- The purpose of the placement learning activity and its intended learning outcomes.
- Contact details for the student, the department and the placement provider.
- Duration and hours of attendance.
- The name of a mentor and/or supervisor who would be responsible for assisting the student in fulfilling the learning outcomes for the placement.
- A named supervisor.
- Details of renumeration.
- Any assessment requirements arising out of the placement.
- The responsibilities of the student, university and placement provider.

8.4 For a template agreement form see Appendix 1.

8.5 For advice on placement agreements please contact the Legal team at Legal@uel.ac.uk.

9   PLACEMENT LEARNING ASSESSMENT

9.2 Departments should provide detailed information about the assessment as part of the programme specification and placement handbook. This should include how credit is awarded for placement learning activities, or details of the requirements as part of the programme where no credit is awarded.

9.3 Departments can use a variety of assessment methods to encourage students to reflect on their placement learning, including reports, projects, case studies, peer assessment, group seminars, diaries and reflective logbooks.

10 PLACEMENT MONITORING AND EVALUATION

10.2   Departments should collect feedback from placement students in order to ensure that they are benefiting from the experience and that are treated fairly and equally. Departments are also strongly encouraged to obtain feedback from the placement providers.

10.3   Where a number of placements are taking place within a department, the results of student evaluations of these activities should inform departmental programme review processes. The information should be used to measure the impact of work-based learning experiences and to inform good practice.

10.4   A number of evaluation forms for students and placement hosts are built into the career's management platform, Career Zone, which has a module to support placement administration. For the student this includes a pre and post work-based learning skills audit, mid-point review, self-evaluation and placement evaluation. The employer completes an evaluation of the student's work on the placement.

10.5   Students should be given the opportunity to reflect on their placement learning experiences. This could be incorporated into assessment tasks, or as part of a group exercise. The reflection exercise should require the student to articulate the experience gained, providing examples to demonstrate where skills have been developed. They should also be asked to translate this experience into their CV/covering letter and think about how they will leverage the opportunity in their job search.

10.6   Departments should consider a periodic review of placements, to ensure that these remain appropriate to the aims and learning outcomes of the programme.

11 MANAGEMENT OF ISSUES DURING PLACEMENT

11.2   Common issues or causes for concern that might lead to a placement being terminated may fall into one of the following categories:

- there is a risk to the health or personal safety of the student
- the placement might not be providing the appropriate experience to allow the relevant learning outcomes to be fulfilled
- the student does not feel that they are being supported effectively during the placement
- the conduct or practice of the student might be inappropriate or pose a risk to the health and safety of others
- the student cannot complete the placement for reasons of health or well-being
- difficulties arise as a result of the relationship between the student and the placement supervisor.

11.3   This guidance outlines procedures to be followed to determine if termination of the placement is appropriate. The procedures aim to ensure that the relevant parties are advised of the situation in a timely manner and that actions are progressed appropriately.

11.4   In the first instance, informal process, the student should be encouraged to speak to their placement supervisor to try to resolve any issues between them. If the information action does not result in the resolution of the issue for either party, or if the relationship is such that the informal stage is not possible, then for more serious cases it is advised that a process such as the one below is followed by the department:

- Stage 1 - Information is received: Information may be received by the University from the student or the placement provider.
- Stage 2 - A consultation meeting to take place (normally within an agreed timeframe of 5 working days). This will consider:
  o The nature of the information and its seriousness.
  o The steps to be undertaken and by whom to determine the validity of the information.
  o Whether suspension of the placement should occur or continue while the enquiry is ongoing. The University should also consider whether it wishes to place the student on suspension.
  o A timetable for the enquiry should be agreed to include the setting up of a meeting to consider the findings.
  o Other areas for consideration will be determined dependent on the particular case in question. Those invited to this meeting should include representatives from each of the organisations involved (This meeting would not normally include the placement student). A report is written and considered at Stage 3.
- Stage 3 - Following the enquiry and completion of a report:
  o A meeting will be held to consider the report, which will have been shared in advance with the student. This meeting will then determine whether the placement should continue or be terminated.
  o This meeting will normally occur within the agreed timeframe of 5 working days of the meeting at stage 2.
  o As a result of this determination there may be further actions taken by the University and the placement provider. Equally there may be no action to be taken by any party.
- Stage 4 - Where the meeting at Stage 3 confirms concerns, the formal report of the decision will be communicated to all parties within the agreed timeframe.
  o Where it is decided under Part 1 or Part 2 that the student's placement should be terminated, then at that point information with regard to the premature ending will be communicated to the student and next actions agreed.

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Appendix 1

PLACEMENTS GUIDANCE

DEPARTMENT GUIDANCE

1. The objective of a placement:
   - To consolidate and complement the academic learning, knowledge and skills, while integrating aspects of personal career awareness and development, and where there is a professional aspect to achieve competencies essential for entrance to chosen profession.
   - To develop of the student's skills, aligned with the Mental Wealth and Professional Fitness core competencies and transferrable skills.
   - To enhance the student's awareness of the work environment in professional, social and behavioural contexts and to assist their career planning and employability.
   - In the case of professional programmes, to develop specific skills, professional behaviours and also the assessment of competence.

2. Validation and Programme Requirements: The academic and procedural requirements for placement need to be built into the programme or module at the design and validation stage, covering learning outcomes, criteria for exemption, preparation for placement learning and details of assessment and accreditation. Considerations to be made:
   - The placement should be purposeful, with defined and relevant learning outcomes identified during course design.
   - The work-based learning should be inclusive, ensuring that reasonable adjustments are made for those with disabilities.
   - Placement design should take into account sector-specific workload patterns when planning education delivery and assessments.
   - Design should be flexible to enable all students to benefit from work-based learning opportunities, including those with special educational needs and disabilities.
   - Learning outcomes of placement should integrate with those for the whole programme.
   - The minimum and maximum duration of the placement experience.
   - Where a placement is an optional element of the programme, at what stage and on what basis can students elect to, or not to, do it. What provision is made for students exempt from placement, or unable to find a suitable opportunity, or choosing not to follow that route. Is there some other academic provision leading to a different award?
   - Arrangements for resit if applicable.
   - The assessment of placement learning, such as if and how placement learning is accredited.
   - Whether the conditions of a placement will be reasonable, given a student's work-life balance or other circumstances.
   - Procedures for approving placement providers, and support for students with their search.
   - The purposes and the learning outcomes of the placement are to be articulated in the validation document and your department's placement handbook or relevant programme handbook section.
   - The academic and procedural requirements should be communicated to the student at the appropriate stages from recruitment through to preparations for, completion of, and debriefing from, the placement.
   - The academic and administrative support in place to support placements.

3. Before the placement:

- The department's role in placement commences at the programme or module planning stage, when the reasons for including a placement need to be made clear, in order to result in well-defined objectives and procedures.
- The department should provide details of how they can support the student to find a placement, including how to access the Careers & Student Enterprise team and Career Zone Platform for support.
- The department should brief students on matters such as their expected behaviour, and to ensure there is an understanding of renumeration or lack thereof. This is often outlined in the department's placement handbook.
- The department should ideally have in place a means of identifying suitable placements. Students should also be informed about support from the Careers & Student Enterprise team.
- The department should undertake due diligence when approving placement providers to ensure that they are safe. This includes questions regarding the work environment and health & safety provision. Where possible this can be done remotely, but for high-risk placements, ideally a risk assessment should be carried out on-site.
- The department should make the key department contacts known to both the students and the placement provider.
- The department should identify the reasonable adjustment(s) that are required for students with additional needs. There should be contact made at an early stage with the Disability Advice Team to determine the needs of the student, with confirmed agreement from the placement provider.
- The department should help students to develop employability skills required for the role. Where possible an induction should be delivered by the department or placement coordinator.

4. During the Placement:
   - The department should monitor the student's progress during placement, through visits or touch points with the placement provider.
   - The department should provide a named placement coordinator who is able to support students.
   - The department should ensure procedures are in place to enable issues to be dealt with appropriately. The procedures should make clear the arrangement for reporting problems both by the student and the placement provider. A speedy resolution of issues might ensure that the problem is addressed without the disruption of the placement. There should be a clear statement on what should happen should a problem emerge. Where possible, this should be resolved within the placement, and an appropriate report made to the department of the resolution. The role of the department in addressing problems should be identified, so that the placement host and the student are aware of the means of bringing the problem to the attention of the relevant member of staff.
   - The department should make procedures for terminating a placement clear, especially in relation to the placement provider. Where a student has to be withdrawn from a placement or elects to withdraw from a placement, the mechanism to review the student's performance and/or behaviour should be clear. More detail about managing issues during placement can be found in point 10.

5. After the placement:
   - The department should ensure that there is a mechanism in place for students to reflect upon the experience and consolidate the learning experiences.
   - The department should ensure that there is an evaluation mechanism in place for the student to evaluate both their experience (self-evaluation) and the placement provider.
   - An appraisal form should be sent to the placement provider to assess the performance of the student.
   - Students should be advised about the assessment and deadlines for submission.

STUDENT GUIDANCE

1. Responsibilities of the Student:
   - The student accepts responsibility for cooperating as necessary in finding a placement, meeting the programme requirements including assessment, and operating with integrity as an ambassador to the University in all dealings with the placement provider.
   - The student takes every action necessary to get the most out of the learning experience, such as relating learning to the programme/module, building transferable skills, and using the opportunity to inform career planning.

2. Before the placement:
   - The student should ensure that they have read the appropriate module specification and/or placement handbook which lays out the programme requirements.
   - The student should ensure that they have an up-to-date CV and covering letter to present to placement providers.
   - The student should be suitably prepared to attend an interview for a placement role and be able to articulate their skills and motivation for applying for the position.
   - The department should brief and prepare students for placement, and the student should ensure that they understand the expectations with regards to meeting the learning objectives and completing the necessary assessment in line with the programme requirements
   - Where possible, the student should attend a briefing or induction session given by the department or placement coordinator to outline expectations whist on placement, Health & Safety issues and in-work etiquette.
   - Although there is support within the department to support placements, the student should take a proactive approach to securing his/her own placement.
   - Once a placement is secured, whether self-sourced or sourced by the department, the department needs to assess if the placement is sufficient and suitable for the purposes of the programme.
   - The student should provide the department with details of the placement provider, start date, work address, telephone number, email (business address) contact details, and name of workplace mentor and supervisor, to facilitate contact and where applicable to enable visiting arrangements to be set in place.
   - The placement will not be formally recognised until the department has completed due diligence on the organisation, ensured that the placement role satisfies the learning objectives and a Placement Agreement Form has been signed by all parties (student, UEL staff member and placement provider).

3. During the placement:
   - The student should take every opportunity on placement to optimise the learning experience, relating to academic programme content, developing personal and interpersonal skills, and learning professional expectations and behaviour.
   - The student should be able to adjust to the workplace and reflect on the new context and priorities of the placement provider.
   - The student must ensure that they are fully aware of all programme requirements while on placement, including attendance and assessment.
   - The student may be contacted by the placements team by telephone or email. The student should respond and confirm attendance where necessary. In some cases, the placement coordinator/academic staff may want to conduct a visit. If requested, this should be accommodated by the student and placement provider
   - The student should keep a reflective log during the placement, to ensure that they record their experience and are able to reflect upon the skills and experience gained.

4. After the placement:
   - The student should complete the relevant placement evaluation forms as required by the department.
   - The student should ensure that they provide the placement provider with the necessary appraisal form to complete.
   - The student should seek a reference/endorsement from the organisation.
   - The student should write a reflection on the experience which includes how the placement learning relates to their academic modules and how the experience is relevant to their future career aims.
   - The student should complete the required assessment in a timely manner.

PLACEMENT PROVIDER GUIDANCE

1. The Principal Responsibilities of the Placement Provider:
   - The placement provider needs to have provided a clear and comprehensive job description and outlined how the student will be supported, and where possible, mentored.
   - The placement provider should treat students like employees and provide them with the necessary support to complete their work and learn from their experience.
   - The placement provider should work with the student and department to maximise the learning experience.
   - The placement provider should provide a safe and suitable environment for the student to work in.
   - The placement provider should hold the necessary Employer Liability Insurance.

2. Before the placement:
   - The placement provider should clearly outline their expectations with regards to the placement.
   - An induction and training should be organised to introduce the student to the role, health & safety procedures and to provide support with regards to their performance.
   - The placement provider should make reasonable adjustments for students with disabilities
   - The placement provider should be aware of their role in attendance monitoring for the student and any appraisal which will need to be completed as part of the assessment.
   - The placement provider should be clear about the duration of the placement and hours that the student is required to complete as part of the placement.
   - The placement provider should cooperate with the department to provide necessary details about the placement, a signed Placement Agreement Form, Employer Liability Insurance and appropriate compliance and health & safety information.

   a. During the Placement:
   - The placement provider should provide induction and training including Health and Safety.
   - The placement provider should appoint a mentor to oversee the training, development and general learning processes of the students.
   - The placement provider should co-operate with the department in all programme requirements such as the need for the student to undertake assessed work while on placement, dealing with sensitive or confidential data, and attend any appropriate event during the placement if requested.
   - The placement provider should involve the department immediately if there are any issues to ensure that there is a joint resolution to the situation.
   - The placement provider should complete the required appraisals, statements and reports on the student's conduct and performance.

- The placement provider should provide the student with regular review sessions and invite suggestions as to how to make the placement experience even more rewarding for all parties.

b. After the placement:
- The placement provider should provide the department with the required appraisal report within two weeks of the placement ending.
- The placement provider should provide the student with a reference/endorsement.
- The placement provider should provide feedback to students regarding presentations or projects that have been delivered as part of the placement.

Appendix 2

Placement Agreement Form

Parties:

1) University of East London ("us" "we")
2) The placement provider - details provided below) ("you" in part A)
3) Student - details provided below ("the Student" in Part A and "you" in Part B)

This agreement is between:

Part A: UEL and the Placement Provider
Part B: the placement provider and the Student (may be completed as a separate document).

Part A

<u>Introduction</u>

We recognise the benefits of work placements to students, placement providers and the University. The purpose of this agreement is to make sure that placements have the best possible outcomes for each of us.

<u>Placement details</u>

See appendix 1.

<u>International students Tier 4 Student Visa Holders attendance monitoring</u>

As a visa sponsor UEL has mandatory requirements for international students with these residency visas, laid down by UK Visas and Immigration (UKVI). Visas holder attendance is closely monitored by the Home office and the University. This responsibility continues whilst a student is on placement and we very much appreciate your co-operation in monitoring attendance and prompt communication of absences to enable us to meet our obligations as sponsor. If we do not do this with your assistance we can lose our Tier 4 licence, depriving future students of the opportunity to study at UEL and work for you and other placement hosts in future.

<u>UEL placement policy</u>

This agreement is based on UEL's Work-based Learning and Placement Management Policy which identifies and confirm the responsibilities of each party:
https://www.uel.ac.uk/discover/governance/policies-regulations-corporate-documents/student-policies/policy-on-work-based-learning-and-placement-management.

The Placement Provider agrees to abide by relevant parts of this policy [OR to follow the placement management guidance in appendix 1.]

<u>Your responsibilities:</u>

1. You will:
    a) provide a clear and comprehensive job description and outline how the Student will be supported, and where possible, mentored;
    b) treat students as much as possible as if they were employees and provide them with the necessary support to complete their work and learn from their experience;
    c) work with the Student and department to maximise the learning experience;
    d) provide a safe and suitable environment for the Student to work in; and
    e) hold Employer Liability Insurance for the whole of the placement.

2. Before or at the start of the placement you will:
   a) clearly outline their expectations with regards to the placement.
   b) provide an induction and training to introduce the Student to the role, health & safety procedures and to provide support with regards to their performance;
   c) provide the student with information about and copies of any policies and procedures which will apply to them;
   d) make reasonable adjustments for students with disabilities (we will tell you if this is relevant and support you with this if necessary);
   e) be aware of their role in attendance monitoring for the Student;
   f) carry out the student's appraisal where one is to be completed as part of the assessment;
   g) be clear about the duration of the placement and hours that the student is required to complete as part of the placement; and
   h) provide us with details of employer liability Insurance, relevant policies and health & safety information.

3. During the placement you will:
   a) provide an induction and training including Health and Safety;
   b) appoint a mentor to oversee the training, development and general learning processes for the Student;
   c) ensure that the Student is able to undertake assessed work;
   d) explain to the Student how to deal with personal data and any confidential data which they may access;
   e) invite the Student to attend any appropriate events during the placement if requested;
   f) Inform UEL immediately of any concerns you may have or any issue which arise so that we can work together with the Student to resolve them;
   g) complete agreed appraisals, statements and reports on the Student's conduct and performance; and
   h) provide a review session to enable to the Student to give feedback.

4. After the placement you will provide:
   a) any pre-arranged appraisal report within two weeks of the placement end;
   b) a reference/endorsement; and
   c) feedback to the Students on presentations and projects.

Data sharing

Each of us will take all necessary steps to ensure that we each operate at all times in accordance with the requirements of the UK Data Protection Act 2018 giving due regard to best practice and making sure that all Processing under this agreement has a lawful basis and comply with the data sharing schedule in Appendix 3.

Law and regulations

We will each comply with laws and regulations applicable to the placement including, (but not limited to) health and safety law and regulation, the Equalities Act 2010, the Modern Slavery Act 2015 and relevant Higher Education law and regulation.

UEL responsibilities:

1. Before the placement starts we will:
   a) provide well defined placement objectives;
   b) brief students on matters such as their expected behaviour and clothing and provide a pre-placement induction where possible;
   c) give the Students and you details of key UEL contacts;
   d) discuss and agree with you any reasonable adjustment(s) needed by the Student with support from the UEL Disability Advice Team including a workplace assessment if necessary; and
   e) help students to develop employability skills required for the role.

2. During the Placement we will:
   a) monitor the student's progress through visits or touch points with you;
   b) monitor student attendance of students on Tier 4 visas;
   c) provide a named placement coordinator to support students;
   d) respond promptly to any concerns or issues raised by you, arrange a three way review of the student's performance and/or behaviour and agree any actions to be taken to resolve them by either or both of us and the Student;

e) where it is not possible to resolve concerns or issues and the Student elects to withdraw or you elect to end the placemen, one of us will give written notice to the other formally ending the placement to be sent to the contact names in the placement details form in appendix 1.

3. **After the placement we will:**
   a) arrange for students to reflect upon the experience and consolidate the learning experiences.
   b) provide an evaluation mechanism in place for you and the student to evaluate the placement including an appraisal form.
   c) Set deadlines for students to feed into these processes.

Circumstances outside our control

If either of us is unable to complete our responsibilities due to circumstances outside our control we will work together to suspend the placement until it is possible for us to complete them or make the best arrangements in the Student's best interests as are practically possible, depending on the circumstances.

Ending the placement early

If you wish to end this placement early you will inform the Student and us as quickly as possible and we will work with you and the Student to make arrangements for ending it as soon as practically possibly while protecting the Student's interests, taking into account your reasons for ending the placement.

This agreement will automatically terminate when the placement ends Clauses relating to actions to be taken after the end of the placement will continue to apply until both parties have completed all their responsibilities.

General

Variations to this agreement will be valid only if recorded in writing and signed by all Parties.

Any headings will not affect the interpretation of this contract.

Notices under this Agreement may be emailed or posted by first class post to the addresses given in the placement details form. Any notice will be treated as served on the day on which it is emailed, or left at the relevant address or, if served by post, two days after posting if sent from a UK location or five days if sent from outside the UK.

This agreement will be governed by English law and the Courts of England and Wales will have jurisdiction to settle any disputes which may arise in connection with it.

Signed:

For UEL

_____   Date:_____
Placement Coordinator / Academic Programme Leader

Print Name_____

For the Placement Provider

_____   Date:_____

Print Name_____

Position_____

Part B

Student Responsibilities

You have read UEL Policy for Work Based Learning and by signing this agreement you commit to carrying our you responsibilities set out in this policy. You will behave with integrity as an ambassador to the University in all dealings with the placement provider.

if you are on a Tier 4 visa, always respond quickly to any University emails or phone calls while you are on placement as you will be asked to confirm that you are attending as it is extremely important that we can report on your attendance to UKVI. If you do not respond we may send a member of UEL staff without notice to check on your attendance in person. If we find that you have not been attending your placement every day without good reason and, where you have to be absence because of illness or for any other reason, we may end your placement early.

Be aware that all University Regulations continue to apply to you while you are on placement and any behaviour which would be a breach of these Regulations while you are on campus will not be tolerated while you are on placement.

If you have any worries or experience any problems in your workplace please report this to your Placement Officer/Programme Leader so that we are able to offer support.

1. Before the placement you must:
   a) prepare yourself by reading the appropriate module specification and/or placement handbook and/or other information provided by your School for your placement;
   b) have an up-to-date CV and covering letter ready for your placement provider;
   c) prepare yourself for placement interviews and be able to articulate their skills and motivation for applying for the placement role;
   d) make sure you understand your learning objectives; and
   e) attend any briefing or induction session offered by UEL and/or placement coordinator to outline expectations whist on placement, Health & Safety issues and in-work etiquette.

2. While on placement:
   a) ask for help and advice from your School or from your placement supervisor if you experience any difficulties adjust to the workplace or have any problems or concerns about your role or any other aspect of your placement:
   b) make sure that you are aware of all programme requirements while on placement, including attendance and assessment and ask for help and support if you are unsure:
   c) read your placement provider's health and safety information and make sure that you are familiar with any health and safety direction given to you such as what do if there is a fire evacuation;
   d) make sure that you comply with any code of conduct given to you by your provider and ask you placement supervisor if there is anything in the code that you do not understand, or you are unsure about what is expected of you;
   e) keep a reflective log during the placement, to ensure that you record their experience and are able to reflect upon the skills and experience gained;
   f) email your placement supervisor and [insert details of UEL contact] on each day of absence if you are unable to attend your placement on the day on which you cannot attend and, if possible, before the time when you are due to arrive at your placement. If you are unable to do this you must let [insert details of UEL contact] know as quickly as possible.
   g) do not share:
      i) information which you are told is confidential or which is labelled as confidential;
      ii) personal data or other personal information about placement provider staff, clients, customers, or other individuals connected with your placement workplace
      with anyone outside your placement workplace without permission from your placement supervisor; and
   h) contact your UEL personal supervisor or the UEL placement coordinator if you have any concerns about your wellbeing, personal safety or behaviour towards you from placement provider staff so that we can support and advise you.

3. After the placement:
    a) complete all placement evaluation forms by the deadline given to you by your School;
    b) complete the placement provider's appraisal form by any deadline given to you and if there is no deadline, as quickly as you can;
    c) remember to ask for your placement reference; and
    d) write a reflection on the experience which includes how the placement learning relates to your academic modules and how the experience is relates to your future career aims.

I accept the responsibilities listed in Part B and will do my best to make the most of my placement.

Placement role:_____

Signed (student)_____   Date:_____

Print Name_____

PARTS A and B - Appendix 1

Placement details

Placement Provider Name			
Number of Planned Placements	Is this the only placement you plan to complete?		
	If you answered no to the above question, how many different placements (approx.) do you expect to complete?		
Placement Provider Supervisor Contact Details: **Address**	Name of supervisor:	Role in organisation:	Contact email: Contact number:
	Please include your chartered licence number if relevant		
*UEL Placement Coordinator Contact Details: ***Personal Academic Tutor**	Name:	Email:	Number:
	Name:	Email:	Mobile Number:
Student Contact Details:	Name:	Email:	Mobile Number:
Placement Information:	**Duration** Months:	Hours per week: Total hours:	
	Start Date:	**End date:**	Any intermissions during this period:
Brief Summary of Role and/or Responsibilities:			

Insurance, Health & Safety

Please circle as relevant. Alongside this form placement providers should provide a completed risk assessment for the student placement role. The following link can be accessed for a Risk Assessment Template

Do you hold valid insurance cover to accommodate this student?	Y	N
Do you have sufficient staff numbers to provide appropriate supervision?	Y	N
Does the location meet and follow current health and safety legislation?	Y	N

Covid-19 Safety Measures

Will you be carrying out a risk assessment prior to the student beginning their placement?	Y	N
Will you be providing Personal Protective Equipment?	Y	N
Are you allowing staff to work from home remotely where possible?	Y	N
Will you be undertaking temperature screening?	Y	N
Are you allowing staff to work from home remotely where possible?	Y	N
Are you providing access to government advice and promoting testing and isolation?	Y	N
Do you have a process in place where an employee is symptomatic?	Y	N

Explain how you are maintaining social distancing

Explain what hand hygiene measures are in place

PART A - Appendix 2

PLACEMENT PROVIDER GUIDANCE

1. The Principal Responsibilities of the Placement Provider:
   - The placement provider needs to have provided a clear and comprehensive job description and outlined how the student will be supported, and where possible, mentored.
   - The placement provider should treat students like employees and provide them with the necessary support to complete their work and learn from their experience.
   - The placement provider should work with the student and department to maximise the learning experience.
   - The placement provider should provide a safe and suitable environment for the student to work in.
   - The placement provider should hold the necessary Employer Liability Insurance.

2. Before the placement:
   - The placement provider should clearly outline their expectations with regards to the placement.
   - An induction and training should be organised to introduce the student to the role, health & safety procedures and to provide support with regards to their performance.
   - The placement provider should make reasonable adjustments for students with disabilities
   - The placement provider should be aware of their role in attendance monitoring for the student and any appraisal which will need to be completed as part of the assessment.
   - The placement provider should be clear about the duration of the placement and hours that the student is required to complete as part of the placement.
   - The placement provider should cooperate with the department to provide necessary details about the placement, a signed Placement Agreement Form, Employer Liability Insurance and appropriate compliance and health & safety information.

3. During the Placement:
   - The placement provider should provide induction and training including Health and Safety.
   - The placement provider should appoint a mentor to oversee the training, development and general learning processes of the students.
   - The placement provider should co-operate with the department in all programme requirements such as the need for the student to undertake assessed work while on placement, dealing with sensitive or confidential data, and attend any appropriate event during the placement if requested.
   - The placement provider should involve the department immediately if there are any issues to ensure that there is a joint resolution to the situation.
   - The placement provider should complete the required appraisals, statements and reports on the student's conduct and performance.
   - The placement provider should provide the student with regular review sessions and invite suggestions as to how to make the placement experience even more rewarding for all parties.

4. After the placement:
   - The placement provider should provide the department with the required appraisal report within two weeks of the placement ending.
   - The placement provider should provide the student with a reference/endorsement.
   - The placement provider should provide feedback to students regarding presentations or projects that have been delivered as part of the placement.

Appendix 3 - Data Protection Schedule

1. **Definitions**

   In this Schedule the following definitions will apply:

Controller, Processor, Data Subject, Processing and Special Category Personal Data	Each have the meanings given in the General Data Protection Regulation.
Data Protection Impact Assessment	An assessment of the impact of the envisaged Processing operations on the protection of Personal Data required by Article 35 of the EU General Data Protection Regulation 2018.
Data Protection Laws	The UK Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 of the European Union, Privacy and Electronic Communications Regulations 2003 and any equivalent privacy law or regulation relating to the processing of Personal Data in any country where a party is located or operates (as amended, consolidated or re-enacted) and any code of practice or guidance published by the ICO or equivalent regulatory body in countries where a party is located or operates.
Data Subject Request	An Information Rights request for information from or on behalf of a Data Subject
ICO	The Information Commissioner's Office.

2. Our intention is that we will act as the Controller and you will act as the Processor, although we each acknowledge that these classifications may change depending upon the nature of the processing carried out by each of us from time to time.

3. Details of the data processing to be carried out by each of us is set out in Annex 1 (Data Processing Particulars) and each of us will update the other of any changes to these details.

4. We will each, and will continue to be, registered with the ICO.

5. You will:

   (a) take all necessary steps to ensure that you operate at all times in accordance with the requirements of the Data Protection Laws and UEL data management standards (Annex 2), giving due regard to the rights and freedoms of data subjects and best practice, and making sure that all Processing under this agreement has a lawful basis;

   (b) only Process Personal Data for the purposes of performing your obligations under this Agreement;

   (c) at your own expense, assist us in discharging your obligations under the Data Protection Laws; and

   (d) not cause us to breach any of our obligations under the Data Protection Laws.

6. UEL reserves the right to notify the ICO of a data breach against the other party should it become aware of any such processing that it deems unlawful outside the scope of this agreement.

7. You will maintain an insurance policy which covers your risks arising from Processing our Personal Data.

ANNEX 1 - Data Processor Due Diligence Form

Introduction

To comply with its obligations under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR), UEL is required to perform due diligence of all organisations that will process **personal data** for us either as a Data Processor or as a Joint Data Controller.

A Data Processor is an organisation that uses personal data originally provided to UEL does something with it on our behalf.

A Data Controller is an organisation that decides what to do with the personal data it collects.

This due diligence checklist has been designed to ensure that all Data Processors or Joint Controllers can comply with their obligations under the revised legislation and is now a key part of UEL's procurement process. Please complete the questions below and return to your UEL contact. For more information about our obligations under Data Protection legislation, please visit the Information Commissioner's Office website at ico.org.uk .

 Section One: Organisation Details

Company Name: Click here to enter text.

Company Address: Click here to enter text.

Company Registration Number: (if applicable) Click here to enter text.

ICO Registration Number:

Any organisation that processes personal data is legally required to register with the Information Commissioners Office. See https://ico.org.uk/for-organisations/data-protection-fee/ for more details.

URL link to Data Processors Data Protection Policy/Fair Processing Notice:

Data Protection Contact Person

Name: Click here to enter text.

Position: Click here to enter text.

Email Address: Click here to enter text.

Telephone Number: Click here to enter text.

Section Two: Processing Details

Will the processing of personal data provided by UEL and the organisation named above be subject to a written contract?

Yes ☐   No ☐

Please specify your relationship with UEL for the purposes of processing personal data.

Joint Data Controller ☐

Select this option if:

- Your organisation decides **what** personal data to collect from UEL and the lawful basis for doing so;

- Your organisation decides the purpose for using that data (**why** you need it);

- Your organisation decides whether to disclose the personal data to another organisation;

- Your organisation is responsible for responding to information rights requests from people who originally gave their personal data to UEL;

- Your organisation is responsible for deciding how long to keep personal data provided by UEL.

Data Processor ☐

Select this option if:

- Your organisation only follows UEL's written instructions as per a written contract;

- Your organisation uses only the personal data provided by UEL for a specific purpose described in a contract and not for any other purpose including direct marketing;

- Your organisation only receives UEL data directly from UEL systems and not from external third parties such as social media, or the Student Loans Company;

- Your organisation decides the **means** of processing e.g. what systems to use, but UEL decides what it wants you to do with the personal data;

- You only retain UEL personal data for as long as you have a contract with UEL, otherwise the personal data is deleted or, returned to UEL (unless you have a legal obligation to keep it).

Will any personal data provided by UEL be stored outside of the EU?

Yes ☐   No ☐

If yes, where: Click here to enter text.

Section Three: Obligations

Describe what data protection training has been given to staff responsible for processing personal data provided to your organisation by UEL.

Click here to enter text.

Describe security measures in place to protect personal data provided to your organisation by UEL.

Click here to enter text.

Is UEL personal data provided to your organisation encrypted within your systems?

At rest ☐

In transit ☐

No encryption ☐

Does your organisation have a documented process for handling and reporting data breaches or cyber security incidents?

Yes ☐   No ☐

Does your organisation have a documented process for reporting and managing information rights requests you receive?

Yes ☐   No ☐

Does your organisation have a documented process for erasing and securely disposing of personal data?

Yes ☐   No ☐

Does your organisation keep a documented record of the personal data it processes?

Yes ☐   No ☐

Has the use of Sub-Processors been agreed as part of the contract between your organisation and UEL?

Yes ☐   No ☐   No Sub-Processors used ☐

ANNEX 2 - Processing details

Subject matter and timescales	*Personal data about students on placement before and during each placement, for as long as necessary to make sure that the placement is well managed.*
Nature and purpose of the Processing	*For the purpose of arranging and managing placements, student placement assessments and any other post placement communication.*
The type of Personal Data being Processed	*names, email addresses, addresses, nationalities, medical data, disability data, student numbers.*
Data Subjects categories	*students*
Data Transfer	*By encrypted email, phone, fact to face.*
Data Protection Contact	*UEL: Craig Clarke c.clarke@uel.ac.uk* *Placement provider: please add*

ANNEX 3 - Detailed obligations

The parties shall each:

Notify the other party within 48 hours of receipt of any Data Subject Information Rights Request or ICO Correspondence (and/or correspondence from other equivalent regulatory body in any other jurisdiction) relating to the Processing of Personal Data under this Schedule, providing reasonable details of the circumstances giving rise to it. Each party shall assist the other party in responding to such Data Subject Request or Correspondence.
Notify the other party promptly and in any event within 24 hours of becoming aware of an actual or suspected Personal Data Breach and within a reasonable timescale (which may be immediate where necessary to meet either party's legal obligations): implement measures necessary to restore the security of compromised Personal Data; and support the other Party in making any required notifications to affected Data Subjects, the ICO (and/or other equivalent regulatory body in any other jurisdiction).
Ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; and the obligations set out in Annex 3 (Information Security); and where requested, provide proof of its compliance promptly, and in any event within 48 hours.
Take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data.
Not transfer any Personal Data to any location outside the European Economic Area without UEL permission.
Hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such party holds Personal Data Processed by it other than the Personal Data, and to the extent practically possible, separately from other data.
Not disclose the Personal Data to a third party (including a sub-contractor) without the other party's prior written consent unless such disclosure is (i) permitted by the Contract, this Schedule or (ii) required by law or regulation. Where a party receives a request in category (ii) it will use reasonable endeavours to advise the other Party in advance, unless prohibited by law or regulation, or as soon at the other party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control within 30 days and, where requested by the other Party certify that such destruction has taken place.

Annex 3

Information Security Requirements

To ensure that UEL can comply with its information security requirements, we require all data controllers and data processors that receive or export personal data to adhere to the following National Cyber Security Centre guidelines:

Risk Management Regime

An appropriate Risk Management Regime and information governance structure should be embedded across the organisation and supported by the board and senior managers. The approach to risk should be reflected in the appropriate policies, procedures and processes which should be available to all staff, contractors and suppliers.

Secure Configuration

The organisation should have approach to identify baseline technology builds and processes for ensuring configuration management. You should develop a strategy and have an embedded process to remove or disable unnecessary functionality from systems, and to quickly fix known vulnerabilities, usually via patching. .

Network Security

 The organisation should have detailed documentation around how the services network perimeter is protected? E.g. Firewalls, access to ports, protocols, packet inspections etc. Security architecture should include mechanisms such as network segregation, secure administration, and network monitoring. Where data is being transmitted between the Parties, there should be an agreed standard of encryption during the "data in transit" and "data at rest" period.

Managing User Privileges

All users should be provided with a reasonable (but minimal) level of system privileges and rights needed for their role. The granting of highly elevated system privileges should be carefully controlled and managed.

User Education and Awareness

All users should receive training on key information security and data protection concepts and best practices in order to reduce the risk of cyber-attacks and data breaches. Training should cover how to notify the relevant person within the organisation of an incident or concern that requires investigation.

Security Incident Management

There should be investment in establishing effective incident management policies and processes to improve resilience, support business continuity, improve customer and stakeholder confidence and potentially reduce any impact. You should identify recognised sources (internal or external) of specialist incident management expertise.

Malware Prevention

Malicious software, or malware is an umbrella term to cover any code or content that could have a malicious, undesirable impact on systems. Any exchange of information carries with it a degree of risk that malware might be exchanged, which could seriously impact systems and services. The risk may be reduced by developing and implementing appropriate anti-malware policies and end point protection mechanisms as part of an overall 'defence in depth' approach.

Monitoring

Robust system monitoring processes should be established to provide a capability that aims to detect actual or attempted attacks on systems and business services. Monitoring activities should be sufficient to allow the organisation to ensure that systems are being used appropriately in accordance with organisational policies.

Removable Media Controls

The use of removable media should be supported by a clear business need. Appropriate security controls should be in place to reduce the risk of both the introduction of malware and the extraction of files undetected that may include personal or business critical data

Home and Remote Working

The organisations should ensure that it has in place risk based policies, procedures and processes that support mobile working or remote access to systems that are applicable to users, as well as service providers. There should also be specific training for users on the secure use of their mobile devices in the environments they are likely to be working in.