

# QA08 Work Based Learning: Placements

Classification – *Public*

JANUARY 2026



# 1. Introduction

This policy establishes the principles of programme work-based learning typically undertaken via a work-based placement (WBP) at Arden University.

Details of how WBPs function within specific programmes (including those delivered via partner institutions) should be detailed in programme and module documentation (e.g. Programme Specifications and Handbooks, module development forms, module guides) or other relevant material. These documents should evidence how the WBP meets the requirements of this policy.

## 1.1 Definitions

This policy develops the definition of work-based learning used by the QAA 'work-based learning consists of authentic structured opportunities for learning which are achieved in a workplace setting or are designed to meet an identified workplace need'.

**Work-Based Learning:** An educational approach that primarily involves structured, practical experience in a professional environment. This type of learning is designed to fulfil a dual action of meeting the learning needs of students through developing their knowledge, skills and professional behaviours whilst addressing the needs of the employer. It encompasses learning through work and, learning at work and requires students to participate in a workplace setting in the capacity of an employee or volunteer.

**Work-Related Learning:** Opportunities to apply academic learning to real-world challenges but through activities such as case studies, live briefs, simulations and enterprise projects to facilitate the transition from education to graduate-level employment. This could include experience that the student brings from their workplace.

This policy applies only to work-based learning. It **does not apply** to work-related modules or any internship or short-term work experience opportunity that students undertake outside of their programme of study. Unlike work-based learning, work-related learning does not require students to undertake a period of work as a formal and credit-bearing part of a module and their overall programme.

Students studying a module which uses work-related learning may choose to seek work experience to enhance their learning but will do so at their own risk and will not be subject to the same requirements and processes as a student undertaking a WBP.

These opportunities may be arranged in collaboration with the Arden University Careers team or by the student themselves but will not be subject to this policy. This includes any students undertaking a period of work during an approved **Break-in-Learning**.

## 1.2 About this policy

This policy should be read in conjunction with, amongst others:

- Student Code of Conduct

## 1.3 Who is covered by the policy?

This policy applies to all students and persons working for us or on our behalf in any capacity. This includes students and staff delivering work-based learning at partner institutions.

## 1.4 Policy responsibilities

- Academic Board has overall responsibility for ensuring this policy complies with internal and external regulatory requirements. The Academic Framework, Regulation and Policy Committee have delegated authority from the Academic Board for the approval and ongoing review of this policy.
- The Faculty Dean(s) and/or Centre Directors are required to ensure that programme teams have appropriate processes in place to approve work-based placements. The programme team, supported by relevant Heads of Department, have day-to-day responsibility **for** implementing this policy, monitoring its use and effectiveness, auditing internal control systems and procedures to ensure they are effective and ensuring adequate safeguards are in place to meet our duty of care to the students.
- Faculty Deans are also required to ensure that where partner institutions are delivering work-based learning they have relevant processes in place to meet the requirements of this policy. Responsibility for monitoring this falls primarily to academic link tutors and programme leaders.
- Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy.
- All workers are required to comply with this policy

## 1.5 Compliance with this policy

You must ensure that you read, understand and follow this policy if you are a student undertaking a WBP or member of Arden University staff involved in managing a WBP.

## 2. Policy Detail

Work-based learning requires students to draw directly on their experience of work to support their knowledge, skills and behaviour. This is commonly achieved via a work-based placement (WBP) that involves a student undertaking a period of work within an external organisation as part of, or directly related to, their programme of study.

### 2.1 Types of Work Based Placements

WBPs can take different forms and be incorporated into a student's experience at Arden University through different mechanisms. These are not mutually exclusive and work-based placements can be designed around a combination of the following:

- A **Placement Year** during which the student works full-time at a placement provider. A Placement Year will last between 9-12 months and typically be completed after the student has finished Level 5 and prior to starting Level 6. The Placement Year can be recognised as a formal part of the student's programme and award (e.g. BA Hons Business and Management with Industrial Placement) and during the placement year the student will **not** be required to complete any other modules or assessment.
- A **placement module** which requires students to undertake a period of work to satisfy defined learning outcomes. These modules can be either core or optional, credit or non-credit bearing, and be incorporated into the programme at any level. During this module the student will not typically be required to combine the period of work in-class teaching.

- A **series of work-based placements** completed at different stages across the programme and which, together, satisfy the formal requirements for professional recognition and evidence of fitness for practice (e.g. practice placements for professions such as teaching, nursing and medicine).

### 3. Work-based Placements – conditions

In order for a student to undertake a work-based placement as part of their programme the following conditions must be met:

- External organisations (referred to in this policy as ‘the placement provider’) must understand and acknowledge that the student is engaged with them for the purposes of an Arden University WBP.
- All WBPs must be approved by a designated member of Arden University (see point 3)
- Any student undertaking an approved WBP must retain their status as an Arden University student with access to all services offered as part of their overall experience.
- Any fee associated with provision of a WBP module should be incorporated in the overall fee charged for the programme.
- All students on a WBP must have a designated member of Arden University staff who is allocated to them to support through the WBP process (referred to here as the **Placement Supervisor**).
- Students undertaking a recognised WBP must remain subject to the Arden University Student Code of Conduct and all related student-based policies.
- Students on a WBP may also be subject to additional expectations based on occupation-specific fitness to practice requirements. Where this is the case the programme specification, module description and module learning outcomes should explicitly state where the placement contributes to specific fitness to practice requirements.
- WBPs can be in either paid or unpaid roles, although students required to do an internship for less than one year as part of a UK-based further or higher education course are not entitled to the National Minimum Wage<sup>1</sup>.
- Students who are classed as either workers or employees for the duration of the placement are entitled to at least the National Minimum Wage. Arrangements for paid placements should be made directly between the student and the placement provider.

### 4. Approval of a placement

All WBP where the student is undertaking the period of work directly associated with their programme (and so as part of their status as an Arden University student) must be subject to a process of approval in order that the University meets its duty of care to the student and ensures that the WBP is appropriate for the purposes of the programme.

It is the duty of the Academic Dean and relevant Head of School to ensure that the Programme Team has an appropriate approval process in place including at all partner institutions.

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<sup>1</sup> UK Government, [Minimum wage: work experience and internships](#), 2013

The approval process must gather sufficient information in order that an approval decision can be made. The decision to approve a WBP must be based on the following issues being satisfied:

- The WBP will provide the student with sufficient opportunities and experiences to allow them to meet any learning outcomes associated with a placement module or placement year
- The WBP will be undertaken in a workplace where the student will not be exposed to undue risk
- The placement provider has met all necessary health and safety standards and regulations and has committed to ensuring the student receives health and safety training
- The placement provider provides evidence that they have public liability insurance (or equivalent) in place and that this will cover any student undertaking a WBP in their workplace
- The duration of the WBP is sufficient to allow the student to meet the specified requirements of the programme
- The placement provider identifies a designated individual with responsibility for supporting the student during the WBP. This individual should:
  - have relevant experience to ensure that the student is engaged in work appropriate to the requirements of the WBP
  - monitor the student's engagement and performance within the workplace
  - ensure that the student complies with all Health and Safety requirements
  - raise any issues or concerns about the student's conduct, performance, or wellbeing with the Placement Supervisor, or another relevant representative of Arden University, as soon as possible.
- The placement provider commits to sharing with the Placement Supervisor their evaluation of the student's engagement and performance during the WBP and also to inform the Placement Supervisor of any concerns which may lead to the WBP being withdrawn.
- A signed agreement detailing the core responsibilities of all parties involved in the WBP (student, University and the placement provider) is in place and retained (see Appendix 1).
- Formal authority for signing these agreements lies with Faculty Deans but this authority can be delegated to others including relevant Head of School, Head of Department or Programme Lead. The Placement Supervisor is not permitted to sign the agreement. In cases where the Programme Lead is acting as a Placement Supervisor authority to sign the agreement passes in writing to the Head of Department or Head of School.
- For Partner Institutions authority to sign agreements will be delegated to the individual(s) with equivalent leadership status to those within Arden University. This should be agreed during the validation and programme approval process.
- A list of approved placements with access to signed agreements should be submitted to programme committees for review and retained within LawVu.

Arden University reserves the right to deny approval for a student to undertake a WBP where students are in financial arrears, subject to an ongoing disciplinary process or where other features of the approval process cannot be met.

When Arden University does not grant approval and where the WBP forms part of a core and credit-bearing module, students should be offered an equivalent task or the option of undertaking the WBP module at a different point in the programme.

Where the WBP is part of an optional module (credit or non-credit bearing) the student should be offered the opportunity to complete a non WBP module.

The WBP approval process must adopt these steps and use the documents set out in Appendix 1 and 2:

- 1: Student completes the Pre-Approval Placements Form.
- 2: Placement Approver meets with the Student to review the form and either grants or declines initial approval.
- 3: Student completes the Student Risk Assessment Form and sends the Placement Provider Health and Safety Checklist (or Small Employer H&S Form) to the placement provider for completion.
- 4: Placement Approver meets with the student to review and complete the risk assessment using the provided Risk Profiling Tool. The Placement Approver reviews the placement provider's H&S submissions, and either approves or requests further information. Once H&S submissions satisfy the requirements, proceed to step 5.
- 5: All parties (Student, Placement Provider and Placement Approver) sign and return the Tripartite Agreement.
- 6: Placement approved.

## **5. Monitoring of a placement**

Arden University maintains a continuous duty of care for students' well-being and safeguarding for the entirety of their WBP. The Arden University School or Department responsible for organising a WBP must ensure that they have a system in place for regular monitoring and support of the student during the WBP.

This monitoring should typically be the responsibility of the Placement Supervisor who should ensure the student is:

- safe and not subject to work that places them at undue risk
- being given the opportunity to undertake work that allows them to meet the learning outcomes of their Placement Module
- making progress towards any assessment required as part of the WBP
- meeting the performance expectations of the placement provider

The process for terminating a placement should be shared with the student and placement provider in advance of the WBP starting and should be referenced as part of the signed agreement between placement provider, University, and student.

Where the placement provider terminates the WBP due to concerns over student performance and engagement, the programme team will review if this is grounds for the

student failing the WBP module or if an alternative means to achieve the necessary credits and learning outcomes should be provided.

In the case of the placement provider terminating the WBP the Placement Supervisor should investigate if this constitutes a breach of the student code of conduct (or other similar policy) and also if this prevents the student from meeting occupational fitness to practice requirements.

Where the placement provider terminates the WBP for a reason other than student performance and engagement (e.g. closure of workplace, redundancy process) students will be entitled to source an alternative WBP. If this is not possible within the timescales required for the WBP then the student will be offered an alternative means to complete any required credits (e.g. alternative assessment task or transfer to other modules).

Where the student terminates the WBP due to reasons other than the quality of the experience (e.g. sickness) or where the Placement Supervisor recommends that the WBP be terminated because of concerns about the safety and wellbeing of the student the student can:

- request a deferral for extenuating circumstances. Subject to the agreement of the SAB and PAB they should be entitled to a further attempt at the WBP module and will be permitted to return to the original WBP if appropriate
- continue with the WBP module if they consider they have completed sufficient work to meet the module learning outcomes

## 6. Communication and Awareness of this policy

- This policy will be available to all employees within the SharePoint intranet.

## 7. Breaches of this policy

Any employee who breaches this policy may face disciplinary action, which could result in dismissal for misconduct or gross misconduct. We also reserve our right to raise any breach with the appropriate authorities.

- We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

Policy Name:	Work Based Learning: Placements
Policy Reference:	QA08
Approval Authority:	Academic Framework, Regulation and Policy Committee
Approval Period (start and end date)	January 2026 – January 2029 (three-year approval, with interim review after the first year)

<b>Implementation date</b>	1st February 2026
<b>Version:</b>	1.0
<b>Responsible SMT Lead:</b>	Head of Careers, Employability & Alumni
<b>Responsible Department:</b>	Careers and Employability
<b>Policy Contact:</b>	Head of Careers, Employability & Alumni; Work Based Learning Manager
<b>Review Frequency:</b>	3 years (interim review after 1st year)
<b>Policy Classification:</b>	Student

<b>Record of Amendments</b>			
Date	Version Number	Details of Change	Approval



## Appendix 1 – Tri-partite Agreement

### Contents

1. [Responsibilities of the University](#)
2. [Responsibilities of the Placement Provider](#)
3. [Responsibilities of the Student](#)
4. [Limitations of liability](#)
5. [General](#)
6. [Declaration and signatures](#)

This agreement (the “Agreement”) is dated \_\_\_\_\_

### This agreement is made between:

#### Parties

(A) Arden University Limited a company registered in England and Wales under company number 02450180 and registered at Arden House, Middlesbrough, Coventry, CV3 4FJ (“the University”); and

(B) [insert registered name] a company registered in [insert country] under company number [insert company number] and registered at [insert registered address] (“the Placement Provider”); and

(C) [insert name of student] of [insert full address] (“the Student”)

#### Introduction

This Agreement seeks to clarify the arrangements between the parties for the Student undertaking a Work Placement as part of their studies at the University.

The Placement Provider will be given detailed information about the objectives of the Work Placement and the policies and procedures involved.

This Agreement will take effect on the date that the last party signs this Agreement.

## Definitions

“Work Placement” means a period of work (whether paid or unpaid) undertaken by the Student with an external organisation and approved by the University which forms part of the Students programme in which they are enrolled.

“Placement Supervisor” means the Student’s supervisor at the University. The details of which are set out in Schedule 2 ;

“Placement Manager” means the individual within the Placement Provider that has overall responsibility for the Student throughout their placement. The details of which are set out in Schedule 2.

**It is agreed as follows:**

## 1. Responsibilities of the University

### The University will:

- 1.1 Use reasonable endeavours to ensure the Student is adequately prepared to undertake the Work Placement, including the provision of an online learning course and the offer of online careers appointments and workshop for preparing to attend a Work Placement.
- 1.2 Assign a Placement Supervisor to maintain a line of support between the University and the Student whilst the Student is on a Work Placement, and provide ongoing academic and pastoral support for the period of the Work Placement module.
- 1.3 Liaise with the Placement Provider to ensure that a Placement Manager is allocated to the Student. The Placement Manager will be the students main point of contact at the organisation.
- 1.4 Maintain regular communication with the Placement Manager and provide on-going support to the Placement Provider during the duration of the Work Placement, as set out in the relevant placement module guide, including but not limited to:
  - (a) the Placement Supervisor attending pre-arranged meetings at regular intervals with the Student. So far as practicable, the first meeting must be

arranged to take place during the first week of the Students Work Placement. Thereafter further meetings should take place on a regular basis, as determined between the parties; and

(b) the Placement Supervisor responding to Student communications related to the Work Placement within a reasonable time.

- 1.5 Arrange a meeting between the University and the Placement Manager to discuss the Student's progress and provide a written account of the meeting to all parties. So far as practicable the University's representative shall be the Placement Supervisor. For the avoidance of doubt, the Student shall not be penalised should such meetings not occur.
- 1.6 Provide a Placement Provider handbook to the Placement Manager as a means of guidance and advice to enable the Placement Provider to provide the Student with a practical Work Placement experience.
- 1.7 Provide additional and reasonable support to the Placement Provider to ensure that any training and work programme planned is appropriate for the Student.
- 1.8 Attend a meeting with the Placement Provider and Student prior to the commencement of the students Work Placement
- 1.9 Provide reasonable assistance to the Student and Placement Provider in any matters of concern that may arise during the placement and are related to the Work Placement.
- 1.10 Provide a module handbook to the Student prior to the commencement of the relevant module outlining the criteria of the placement module and providing information on what is required to complete the relevant assessment, including guidance on:
  - a. The learning outcomes for the module;
  - b. the minimum number of placement hours recommended to meet the learning outcomes;
  - c. expected attendance at supervision tutorials organised with the Placement Supervisor; and

- d. expectations and submission details regarding all module assignments.

1.11 Award credits to the Student on successful completion of the Placement module and in accordance with the relevant module handbook.

## **2. Responsibilities of the Placement Provider**

### **The Placement Provider will:**

- 2.1 Meet the obligations set out in the placement provider handbook.
- 2.2. Provide a placement to the Student for the agreed times and dates that will support the Student's professional development. This will include providing the Student with, for the duration of the Work Placement, all equipment and resources required to undertake tasks to a standard reasonably expected (for example, laptops and access to relevant systems).
- 2.3. Nominate a Placement Manager who will ensure arrangements are in place for day-to-day supervision of the Student, act as the Student's line manager whilst they are undertaking the Work Placement, and be Arden's first point of contact.
- 2.4. On the commencement of the Students Work Placement, provide the Student with a comprehensive induction to the organisation and its working practices, including but not limited to health and safety processes, including fire and emergency procedures, how to report an accident and/or incident and its policies.
- 2.5. Plan the training and work programme to be undertaken by the Student, in consultation with the Student and in line with the placement plan agreed with the University prior to the placement commencing.
- 2.6. Ensure that the Student is adequately trained for the role and specific tasks that they are asked to do.
- 2.7. Complete and return the 'Placement Provider Health and Safety Checklist' provided by the University, prior to the Student commencing their Work Placement , and provide safe working environment for the Student to operate in. For the avoidance of doubt, the University shall , at its

discretion, not approve a Work Placement where it is satisfied that the Placement Provider fails to provide a safe working environment.

- 2.8. Arrange with the Placement Supervisor (unless notified by the University of an alternative contact) a meeting with the Placement Manager, at an agreed time, to discuss the Student's progress during the Work Placement.
- 2.9. Agree to attend meeting reasonably requested by the University to discuss the Work Placement.
- 2.10. Provide feedback based on the Student's progress, strengths, and areas for future development at the end of the Placement.
- 2.11. Upon the University's written request, and only with the Placement Providers written agreement, provide a representative(s) to attend the Student's final assessed presentation as part of the module assignment.
- 2.12. Not discriminate within the meaning of the Equality Act 2010 ("EA 2010") against any person on the grounds of their race (including ethnic or national origins, colour or nationality), sex, disability, gender, sexual orientation, religion or belief (including no belief), or age.
- 2.13. Ensure it holds Employers' Liability Insurance, Public Liability Insurance or a valid equivalent, which sufficiently covers the Student in respect of all potential liabilities, including injury or damage to the Student and liability incurred by the Student in respect of injuries or damage caused by the Student. Copies should be provided to the University upon reasonable request.
- 2.14. In accordance with the Placement Provider's expenses policy (or equivalent), reimburse the Student where they have incurred expenses on behalf of the Placement Provider.
- 2.15. Inform and consult with the University immediately in cases of serious accidents or incidents involving the Student, and in breaches of discipline by the Student (which will be dealt with under the Student Code of Conduct), and where the Student has unexplained absences. Further guidance can be found in the Placement Provider handbook.

- 2.16. Intellectual Property produced and contributed by the Student during the placement shall be the Intellectual Property of the Placement Provider and the organisation is free to use it as it was intended, save that the Placement Provider shall grant the Student a non-transferable, world-wide, royalty-free, fully-paid up licence to use such Intellectual Property for the completion of the Students assignments and coursework, only.

### **3. Responsibilities of the Student**

#### **The Student agrees:**

- 3.1. To accept the responsibility that comes with undertaking a Work Placement (as set out in the module guide) and recognise that they represent and are an ambassador of the University throughout.
- 3.2. To comply with the 'Work Based Placements Policy', available on the University's website,.
- 3.3. That the work they produce and contribute to during the placement is the Intellectual Property of the Placement Provider and the organisation is free to use it as it was intended.
- 3.4. complete the minimum number of placement hours required (as set out in the module handbook) wherever practically possible, attending the Work Placement during the times and dates agreed with the Placement Provider, and to discuss and agree any change in the agreed work times and dates with the Placement Manager.
- 3.5. inform the University and Placement Provider of any personal factors (for example, health, disability, linguistic or cultural) that may require adjustments at the Work Placement.
- 3.6. follow the Placement Provider's policies regarding GDPR and to keep confidential, during the placement period and after, any personal or commercially sensitive data that they have access to, and to seek prior approval before using any such data in reports, placement reflections, etc.
- 3.7. in the first instance, discuss with the Placement Supervisor any issues and/or any concerns regarding the Placement or Placement Provider.

- 3.8. consult with the Placement Supervisor prior to seeking any changes in the terms or duration of the placement.
- 3.9. That any decision made to terminate the placement, as a result of inappropriate behaviour or conduct, will be final and may result in Student disciplinary proceedings and loss of academic credit for the module.
- 3.10. To attend meetings with the Placement Supervisor to discuss their progress on placement and prepare for the assignment.
- 3.11. To disclose all pertinent information that could affect their ability to successfully complete the placement.
- 3.12. That the work placement module is for educational purposes and has a set termination date and that the placement is not an offer of employment. Therefore, that they will not be entitled to unemployment compensation benefits for termination of this Agreement.
- 3.13. To not discriminate within the meaning of the Equality Act 2010 ("EA 2010") against any person on the grounds of their race (including ethnic or national origins, colour or nationality), sex, disability, gender, sexual orientation, religion or belief (including no belief), or age.
- 3.14. To ensure that it shall not make any statement that is knowingly defamatory, disparaging of or derogatory to Arden, or does anything which brings or could bring Arden into disrepute, or does anything which damages or could damage the reputation and goodwill of Arden, or acts in a way that is materially adverse to the interests of Arden.

#### **4. The Student further agrees:**

- 4.1. That should the Placement Provider wish to terminate the placement prior to the end of the agreed period, as a result of the Students behaviour and/or attitude whilst undertaking the Work Placement, this may impact the Students ability to complete the relevant module, which may affect their progression through their programme.
- 4.2. To notify the Placement Supervisor and Placement Manager, as soon as possible and in writing: (a) if they wish to withdraw from the placement. Notwithstanding the above, where the Student agrees to an employment

contract with the Work Placement provider, the Student shall notify the Placement Manager and Supervisor of such intention in line with the notice period stipulated in the relevant employment contract; and (b) of any unapproved and/or unexpected absences during the placement,

- 4.3. That the University assumes no liability for personal injury that the Student suffers in the course of undertaking and attending the Work Placement, unless caused by its negligence. It is the Students responsibility to make any claim for such injury against the Placement Provider.
- 4.4. That working with the Placement Provider, and the use of any of its facilities, shall be undertaken at their sole risk and that the University will not be liable for any and all claims whatsoever arising out of or connected with the Work Placement.
- 4.5. That the University reserves the right to make changes in the general interest of the work placement module, which includes taking any actions considered to be warranted under the circumstances and to guard the integrity of the programme, including termination of the placement and appropriate student disciplinary action.
- 4.6. To complete and submit their module assignment by the agreed deadline, details of which are available on the module pages on iLearn.
- 4.7. To agree expenses, in relation to the Work Placement, in writing with the Placement Provider before incurring such expenses. The Student must follow the Placement Providers internal procedures and policies in relation to expenses.

## 5. Liability

- 5.1. Nothing in this agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence or for fraud.
- 5.2. The Students Liability: subject to clause 5.1,
  - 5.2.1. The Students liability to Arden shall be subject to the limitations on liability set out in the student terms and conditions.
  - 5.2.2. The Students liability to the Placement Provider shall be limited to the fullest extent possible, except where the parties enter into a separate agreement (e.g. employment contract),



in which case the Students liability shall be governed by such agreement.

5.3. Ardens liability: subject to clause 5.1,

- Ardens liability to the Placement Provider: the total aggregate liability of Arden in contract, tort, restitution or otherwise, arising under or in connection with the performance of this agreement and to the Placement Provider shall be limited to £500. Under no circumstances whatsoever shall Arden be liable to the Placement Provider whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profit, loss of business, depletion of goodwill or similar losses, loss of goods, loss of contract, loss of anticipated savings, special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

5.3.1. Ardens liability to the Student shall be subject to the limitations on liability set out in the student terms and conditions.

5.4. The Placement Providers liability: subject to clause 5.1,

5.4.1. To the student: where the Placement Provider and Student enter into a separate agreement (e.g. employment contract) the Placement Providers liability shall be governed by such agreement.

## 6. Confidentiality

6.1. Definitions:

6.1.1. Confidential Information: all information in any format or medium, (including written, oral, visual or electronic, whether marked or not or described as “confidential”), together which relates to a Disclosing Party or to its employees, officers, customers, suppliers or affiliates, and which is directly or indirectly disclosed by the Disclosing Party to the Recipient in the course of their dealings under this Agreement. However, the following information is not Confidential Information for the purposes of this Agreement: (a) information which is already in the public domain other than as a result of a breach of this Agreement or any separate confidentiality undertaking between the parties; (b) information which the Recipient received, free of any obligation of confidence in relation to that information; and (c) information which

was developed or created independently of this Agreement by or on behalf of the Recipient Party.

- 6.1.2. Disclosing Party and/ or Discloser: a Party to this Agreement which directly or indirectly makes available Confidential Information.
- 6.1.3. Recipient: a Party to this Agreement which directly or indirectly receives Confidential Information.
- 6.2. In return for the Discloser making available Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
  - 6.2.1. Keep the Confidential Information secret and confidential;
  - 6.2.2. not use or exploit the Confidential Information in any way, except with the Disclosing Party's written consent;
  - 6.2.3. not directly or indirectly make any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement;
  - 6.2.4. with regard to Confidential Information, comply with all applicable data protection laws, including but not limited to the UK GDPR and Data Protection Act 2018;
  - 6.2.5. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary to carry out its obligations under this Agreement. Any such copies, reductions to writing and records shall be the property of the Discloser;
  - 6.2.6. apply the same security measures and degree of care to the Confidential Information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

## **7. Data Protection**

- 7.1. 'Data Protection Legislation' means all applicable laws, regulations, directives and codes of practice relating to the processing of personal data and privacy including, but not limited to the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 incorporated

into United Kingdom law by the European Union (Withdrawal) Act 2018 and as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (UK GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC) including any relevant primary, subordinate or implementing laws, regulations, directives, or codes of practice and any replacement/subsequent UK legislation, as amended from time to time.

- 7.2. The parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties.
- 7.3. The parties acknowledge that the University and Student are the controllers and the Placement Provider is the processor. Where processing occurs, Schedule 3 sets out the scope, nature and purpose of processing by the Placement Provider, the duration of the processing and the types of personal data and categories of data subject.
- 7.4. Without prejudice to the generality of clause 13.1, where the Placement Provider is processing personal data under or in connection with this Agreement, the Placement Provider must, in particular, but without limitation:
  - 7.4.1. Process that personal data only on the documented written instructions of the applicable controller, unless the Placement Provider is required by any applicable law to otherwise process that personal data. Where the Placement Provider is relying on law as the basis for processing personal data, the Placement Provider shall promptly notify the relevant controller of this before performing the processing required by the relevant applicable law unless such law prohibits the Placement Provider from notifying the relevant controller;
  - 7.4.2. Put in place appropriate technical and organisational measures to protect against any unauthorised or unlawful processing of personal data, and against the accidental loss or destruction of or damage to such personal data, having regard to the level of harm that may be suffered by a data subject whose personal data is affected by

unauthorised or unlawful processing or by its loss, damage or destruction, the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 7.4.3. Ensure the reliability of its staff who will have access to and/or process personal data and that such staff keep personal data confidential;
- 7.4.4. Not cause or allow personal data to be transferred outside the United Kingdom without the prior written consent of the relevant controller;
- 7.4.5. Assist the relevant controller in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 7.4.6. Notify both the Student and the University immediately on becoming aware of a personal data breach;
- 7.4.7. At the written direction of the relevant controller, delete or return personal data and copies thereof to Arden on termination of the Agreement unless required by applicable law to store the personal data; and
- 7.4.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the University and the University's designated auditor and immediately inform the University if, in the opinion of the Placement Provider, an instruction infringes the Data Protection Legislation.
- 7.5. Where any personal data is processed by any sub-contractor in connection with this Agreement, the Placement Provider shall procure that such subcontractor shall comply with the relevant obligations set out in clause 7, as if such subcontractor were the Placement Provider. As

between the University, Student and the Placement Provider, the Placement Provider shall remain fully liable for all acts or omissions of any sub-contractor appointed by it, pursuant to this clause 7. For the avoidance of doubt, the Placement Provider must obtain the University's prior written consent before permitting a sub-contractor to process any personal data in connection with this Agreement.

- 7.6. The Placement Provider shall indemnify and hold harmless the University against any losses, claims or proceedings arising from the Placement Providers unlawful or unauthorised processing, destruction and/ or damage to personal data in connection with this Agreement.

## **8. General**

- 8.1. Compliance with Laws: each party to this Agreement shall comply with all applicable laws, statutes, regulations, and codes in carrying out their obligations under this agreement, including but not limited to, the Bribery Act 2010, the Modern Slavery Act 2015, and (where applicable) the Counter Terrorism and Security Act 2015.
- 8.2. Assignment: the Parties shall not assign, novate or otherwise transfer or dispose of any of its obligations under this agreement without the prior written consent of each party. Such consent shall not be unreasonably withheld.
- 8.3. Subcontracting: the Placement Provider may not sub-contract the performance of any of its obligations under this Agreement without Arden's prior written consent. Where such consent is given, the Placement Provider shall at all times be responsible for any acts or omissions of its sub-contractors as if it were the acts or omissions of the Placement Provider.
- 8.4. Entire agreement: this Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.
- 8.5. No waiver: the failure, by a party, to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement, this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

- 8.6. No partnership: nothing in this Agreement (except as expressly provided) shall be deemed to constitute a partnership or create a relationship of principal and agent for any purpose, between the parties.
- 8.7. Variation: no variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the parties or by their duly authorised representatives.
- 8.8. Further assurance: each party must at its own cost and expense execute or use all reasonable endeavours to ensure the execution of, whatever further documents or deeds the other party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of this Agreement.
- 8.9. Severance: if any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 8.10. Governing law and jurisdiction: This Agreement shall be governed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Signed:

**1) For and on behalf of the University:**

Signature:

Name:

Position:

Date:

**2) For and on behalf of the Placement Provider:**

Signature:

Name:

Position:

Date: \_\_\_\_\_

### **3) By the Student:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Student Number: \_\_\_\_\_

### **SCHEDULE 1 – WORK PLACEMENT DETAILS**

Student's job title during Work Placement: \_\_\_\_\_

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Location: \_\_\_\_\_

Equipment provided by the Placement Provider to the Student:

\_\_\_\_\_

Expected hours to complete placement: \_\_\_\_\_

### **Schedule 2 – Key Contact Information**

Placement Supervisor name and email:  
 .....

Placement Manager name and email:  
 .....

### **Schedule 3 – Data Protection**

<b><u>Description</u></b>	<b><u>Details</u></b>
Subject matter of the processing	To carry out its obligations under this Agreement.
Duration of the processing	The duration of this Agreement
Nature of the processing	Provision of a work Placement by the Placement Provider to the Student.
Type of Personal Data	Name, email address, face, and any other personal data required



Categories of Data Subject	The University staff and the Student.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under UK law to preserve that type of data	Data will be deleted upon expiry or termination of this Agreement, whichever is earlier.

## Appendix 2 – Placement Approval Forms

### Placement Pre-Approval Form

Please use this form to request initial approval for your work-based placement (WBP).

Please fill in all the required sections before meeting with your Placement Supervisor, who will go through it with you during a short review meeting.

If your Placement Supervisor confirms that your proposed placement meets the module requirements, the next steps are:

1. Ask the Placement Provider to complete the Placement Provider Health and Safety Form.
2. Complete your Student Risk Assessment and share with your Placements Supervisor.
3. Make sure the tri-partite agreement is signed by you, your Placement Provider and the University.

Once these steps are complete, your placement can be officially approved.

Student Details (Student to complete)		
Student Name:		Student ID:
Programme Title:		
Level of Study: (Level 4, 5 or 6)		
Placement Provider (Employer) Details (Student to complete)		
Name		
Address / Location		
Name and contact details of placement provider representative (Placement Manager)		
Main industry / sector		
Is the placement provider aware they need to complete the Health and Safety checklist and sign the tri-partite agreement?	Yes	No
Does the student require a DBS check?	Yes	No
Work Based Placement (WBP) Role (Student to complete)		
Title		
What are the main tasks or responsibilities you will undertake as part of this WBP?		

Will these tasks and responsibilities give you an insight into managerial level work?	Yes	No
Explain how the WBP is relevant to the 'insert course name and module code'		
Approximately how many hours work will you complete as part of the WBP?		
Period of WBP(Dates)	From:	Until:
Will you be paid a salary as part of this WBP?	Yes	No
Have you been provided with an employment contract?	Yes	No
Are you currently or have you previously been employed by the Placement Provider?	Yes (*please go to next question)	No
*Explain how your tasks and responsibilities will differ to your existing role during the WBP-		
<b>Module information (Student to Complete)</b>		
Have you completed the Passport to Placement module and sent confirmation to your Placement Supervisor?	Yes	No (please contact the Module Leader for more information)
Have you been allocated a Placement Supervisor?	Yes	No (please contact the Module Leader for more information)
Do you understand that if you do not pass the module assessment you may experience a delay to completing your programme?	Yes	No
Have you passed all your Level 4 modules?	Yes	No (please contact the Module Leader for more information)
Have you read module handbook?	Yes	No (please contact the Module Leader for more information)
<b>To be completed by the Placement Supervisor (Staff use only)</b>		
Does this WBP meet the criteria set out in the module handbook?	Yes	No
Have you confirmed with the Careers Team that the student has completed the Passport to Placement?	Yes	No
Have you confirmed with the Programmes Team that the student has passed all L4 modules?		
Has the student been informed they need to submit the Student Risk	Yes	No

Assessment form and the signed tri-partite agreement?		
Does the student understand the requirements of the module assessment?	Yes	No
Are you able to give initial approval for this WBP pending health and safety checks and tripartite signing? -	Yes (Please explain reasons below)	No (Please explain reasons below) *
*No- please provide your rationale:		
Name:		
Date:		
Signed		

## Student Placement Risk Assessment

This form is to be completed by students prior to attending their appointment with a Placements Supervisor. This form is for placements that are in the UK.

Student Placement Information (Student to complete)			
Name of Student			
Name of Placement Provider (host organisation) and student role			
Address of Placement Provider			
Period of placement (Dates)	From:	Until:	
General control measures (Staff use only)	In place	Action needed?	Action completed (date)
Have the student(s) received general information on health and safety relating to student placements <sup>1</sup> <i>Where specific information needs to be given, record under relevant risk profile below</i>	Y / N		
Has the Placement Provider acknowledged receipt of the Tri-Partite Agreement?	Y / N		
Has this Placement Provider been used before and been reviewed with regards to health, safety and welfare?	Y / N		
If 'Yes', do any concerns remain unresolved?	Y / N		
Have the Placement Provider's health and safety arrangements been assessed? <i>If there are concerns that remain unresolved, record action needed.</i>	Y / N		
Has the placement provider provided evidence of current employer and public liability insurance?	Y / N		
Risk profile	Provide detail regarding placement (Student to complete)		
<b>Work Factors</b> Please provide as much detail as possible regarding: <ul style="list-style-type: none"> <li>• The environment you will be working in</li> <li>• Will you be remote working, hybrid, office based etc.</li> <li>• The size of the company you will be working for</li> <li>• What hazards you will be working with or nearby. For example, this could include working with or near machinery, hazardous chemicals, animals etc.</li> </ul>			

<ul style="list-style-type: none"> <li>• Mental Health e.g.: stress, anxiety, work overload</li> </ul>	
<p><b>Travel and Transportation Factors</b></p> <p>Please provide as much detail as possible regarding:</p> <ul style="list-style-type: none"> <li>• The nature of your commute to your placement</li> <li>• The length of time your commute will take and if it will occur at night</li> <li>• Is driving required as part of your commute?</li> <li>• Is driving required for your role? If so, will you be required to drive your vehicle or an unfamiliar vehicle? Will you be asked to travel to unfamiliar places? Will you be required to transport others as well?</li> <li>• Will you be driving overseas?</li> </ul>	
<p><b>Location and/or Region Factors</b></p> <p>Please provide as much detail as possible regarding:</p> <ul style="list-style-type: none"> <li>• If your placement is in the UK or overseas</li> <li>• The level of risk from civil disorder, crime or other danger as identified by gov.uk</li> <li>• If on placement overseas: Is the legal framework significantly different to the UK? (Gain an understanding of how the country you are travelling to operates) Will there likely be delays in communicating with tutors and/or others? Will medical services be quickly available? Are there remote or unavoidable lone working risks?</li> </ul>	
<p><b>General/Environmental Health Factors</b></p> <p>Please provide as much detail as possible regarding:</p> <ul style="list-style-type: none"> <li>• The nature of your accommodation (flat, house-share, onsite accommodation, hotel, staying with family/friends etc)</li> <li>• Please describe the working conditions. For example, if this will be in an office, working outside, lab work, field work, from home etc</li> <li>• If on placement overseas: What the health requirements are of where you are travelling to and if any inoculations are needed? Are there differences in cultural laws and norms to the UK? (For example, this could include differences in dress code, attitudes to LGBTQ+, alcohol etc)</li> </ul>	
<p><b>Individual Student Factors</b></p> <p>Please provide as much detail as possible regarding:</p> <ul style="list-style-type: none"> <li>• Do you require any reasonable adjustments or support whilst on WBP? This can relate to your physical and/or mental</li> </ul>	

wellbeing, and the support you are currently receiving. Please note that, whilst on a placement, you can access the University' wellbeing team for support with your mental and emotional health, disability, academic concerns, financial worries. <ul style="list-style-type: none"> <li>Do you have any concerns regarding your knowledge, understanding and skills for the type of work you will undertake on your placement?</li> </ul>			
<b>Confidentiality (Student to complete)</b>			
The student agrees to keep confidential, during the placement period and after, any personal or commercially sensitive data that they have access to and to seek prior approval before using any such data in reports, placement reflections, etc		Yes	No
<b>Risk profile</b> <a href="#">(Link to Arden risk profiling table)</a>		<b>Risk (Staff use only)</b> High/Med/Low	<b>Action Needed? (Staff use only)</b>
Work Factors			
Travel and Transportation Factors			
Location and/or Region Factors			
General/Environmental Health Factors			
Individual Student Factors			
<b>Insurance Information</b> Ensure student understands what they are insured for <a href="#">(insert Arden insurance policies)</a>			
<b>Conclusion (Staff use only)</b>	<b>In place</b>	<b>Action needed?</b>	<b>Action completed (date)</b>
Are the risks tolerable such that the placement can be approved?	Y / N		
If placement is high risk, can risk be reduced to medium level or below?	Y / N		
Is a Pre-placement Safety Visit Required?	Y / N		
<b>Assessment carried out by:</b>			
<b>Name</b>			
<b>Job title</b>		<b>Department</b>	

<b>Placement approved</b>	Yes / No	<b>Date approval given</b>	

## Placement Provider Health and Safety Checklist: UK Placements

This form is to be completed by a UK employer who is offering placements to students. Its purpose is to confirm what health and safety, and insurance arrangements will be in place.

About the placement				
Name of organisation				
Address (where student(s) will be based)				
Size of organisation (approx. number of employees)	Less than 5	6 - 249	250-1000	More than 1000
Nature of the business				
Will the placement tasks be primarily office based?			YES / NO	
If the answer to the above question was NO, please describe the type of work the student(s) will be doing:				
Will the student(s) be required to travel regularly as part of their work?			YES / NO	
If the answer to the above question was YES, please give details below:				
Your Health and Safety Processes (Please note that you may be asked to provide documentary evidence)				
Does your organisation have a written Health and Safety Policy? (Required for organisations with over 5 employees) If yes, please provide a copy of the policy.			YES / NO	
Do you have written risk assessments or safe working procedures for the work activities the student(s) will be carrying out? (written assessments not required for organisations with less than 5 employees)			YES / NO	
If you have answered 'No' as the organisation has fewer than 5 employees- Have you supplied the required information from the 'Small Employer: Health and Safety Requirements' document?			YES / NO	
Do you have formal procedures for reporting, recording and investigating accidents and incidents, including RIDDOR?			YES / NO	
What health and safety instruction / training will the work placement be given?				



What supervision arrangements will be in place for the work placement?			
<b>Competent health and safety advice</b> (as required by Regulation 7 of the Management of Health and Safety at Work Regulations) <sup>1</sup>			
Name of person or organisation who provides your competent health and safety advice:			
<b>Insurance – Do you hold each of the following:</b>			
Employers liability insurance	YES / NO	If yes please attach a copy of the current certificate	
Public liability insurance	YES / NO	If yes please attach a copy of the current certificate	
Professional Indemnity Insurance	YES / NO	If yes please attach a copy of the current certificate	
If you have answered No to any questions above, please advise how the employer covers the potential liability e.g. Self Insurance or Captive Insurance:			
NB: You need to notify your Arden University placements contact if you either do not renew the insurance cover or the level of cover that is currently in place is reduced.			
<b>Your details</b>			
Your name:			
Your position:			
Contact details: Phone		e-mail	
<ul style="list-style-type: none"> <li>▪ The above statements are true to my best knowledge and belief</li> <li>▪ I agree that we will: <ul style="list-style-type: none"> <li>▪ Provide the student(s) on placement with a full health and safety induction, including fire, emergency and first aid arrangements, arrangements for protection from significant risks associated with their work and procedures for reporting accidents, incidents, hazards and other health and safety concerns</li> <li>▪ Report accidents and incidents involving the student(s) to Arden University</li> </ul> </li> </ul>			
Signed:			Date:
<b>For University use:</b>			
Record any further action taken. E.g. approval given / not given or further information requested from employer			
<b>Action taken</b>		<b>By who</b>	<b>Date</b>

