

**PLACEMENT AGREEMENT FOR EU COUNTRIES/ CONVENTION DE STAGE (FRANCE)/CONVENIO DE COLABORACION (SPAIN)**

**THIS AGREEMENT** is made on

# BETWEEN:

1. **The ‘Provider’**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Registered Business Address:** |  |
| **Provider supervisor:****Department:****Telephone number:****Email address:** | *Please provide the name and contact details of the person in charge of the placement at the Provider.* |

1. **The ‘College’**

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| --- | --- |
| **College name:** | ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE known as Royal Holloway, University of London |
| **Address:** | Royal Holloway, University of London, Egham, Surrey, TW20 0EX |
| **Tutor:****Department:****Telephone number:****Email address:** |  |

and

# The ‘Intern’

|  |  |
| --- | --- |
| **Student full name:** |  |
| **Student ID:** |  |
| **Academic programme:****Year of study:** |  |
| **Address:** |  |
| **Telephone number:****Email address:** |  |

For the purposes of this Agreement, the Provider, the College and the Intern shall be collectively known as the "**Parties**".

**IT IS AGREED AS FOLLOWS:**

1. **THE PLACEMENT**
	1. The Parties intend for the placement (the "**Placement**") to provide the Intern with an opportunity to apply their studies in a real world workplace, to gain work experience and to learn about the Provider’s operations and business.
	2. The Provider agrees to provide the Intern with a Placement within its organisation, the further details of which are set out in Schedule 1.
	3. The College makes no representations or guarantees as to the nature or quality of the Placement or the Provider, or the suitability of the Intern for the Placement, and the College makes no warranties or representations nor does it check the accuracy of information provided by the Intern or the Provider. The Provider acknowledges that the College is not responsible for any act or omission of the Intern.
	4. For Placements overlapping with official College term-time dates, the Parties acknowledge that the Intern’s working hours need to be limited to 20 working hours per week.
	5. The Intern agrees:
		1. that for the duration of the Placement, they shall continue to be registered as a student of the College and therefore will abide by College Regulations, which can be found on the College website;
		2. to arrange adequate insurance, including travel insurance, to cover the Placement where such insurance is not provided by the Provider, and to provide evidence of the same to the College if so requested. For the avoidance of doubt, the College’s insurance arrangements do not cover the Intern whilst they are on the Placement;
		3. to arrange appropriate visas for their travel to the Placement country and for work during their Placement (if required), and comply with the requirements of any such visas;
		4. that where they are the holder of a UK Student Visa, to comply with the requirements and guidance for holders of such a visa and acknowledge that it is their responsibility to ensure that the Placement does not breach the conditions of their visa. The Intern shall notify the College in the event of an actual or anticipated breach of their Student Visa;
		5. to comply with the Provider's reasonable instructions, policies and procedures during the Placement, particularly with regard to health and safety;
		6. to act diligently and professionally during the Placement and not do anything which may bring the College or the Provider into disrepute;
		7. to inform the Provider of any disabilities or any other health or medical requirement relevant to the Placement;
		8. to maintain full attendance for the duration of the Placement, save for any periods of illness suffered by the Intern during the Placement. Where such illness arises, the Intern agrees to comply with the Provider's sickness and absence reporting procedures as appropriate;
		9. not to divulge to any third party any confidential information relating to the Provider's business to which the Intern is party during the Placement (except in the proper course of the Placement, as required by law, as authorised by the Provider or which is already in the public domain);
		10. to hand over to the Provider on termination of the Placement all documents and other materials belonging to the Provider; and
		11. to reflect on their experience during the Placement and to evaluate the work completed and results obtained against the objectives agreed with the Provider, and to provide feedback to the College as appropriate.
	6. The Provider warrants to the College and the Intern that it has the necessary expertise and infrastructure to provide the Placement contemplated in this Agreement and will ensure that in providing the Placement it meets the highest professional business standards and uses appropriately qualified, experienced and trained personnel and agrees:
		1. to notify the College of any untoward incidents or accidents concerning the Intern during the Placement, and acknowledges that the College will not be liable for any such incidents or accidents or any costs arising from them;
		2. to offer the Intern such a learning experience as may reasonably be expected of the Placement in view of the nature of the Provider's business and the Provider's reputation in the market;
		3. to provide the Intern with a safe work environment which will include complying with all statutory obligations relating to the Intern's health, safety and welfare, providing any health and safety and risk management training applicable to the Placement and/or the Provider's business, offering the Intern equivalent work facilities and amenities as those provided to the Provider's employees, and, subject to clause 3.1, discharging its obligations to the Intern as if the Intern had been an employee of the Provider which for the avoidance of doubt shall include equality, health and safety and data protection legislation;
		4. not to require the Intern to work more than 20 hours per week during College term-time;
		5. to provide guidance to the Intern on the application of local laws and immigration rules applicable to the Placement; and
		6. to notify the College of any misconduct matters arising during the Placement, acknowledging that the College alone shall be responsible for the management of any misconduct proceedings concerning the Intern.

# DURATION OF THE PLACEMENT

* 1. The Placement shall commence on the Start Date and shall terminate on the End Date set out in Schedule 1, unless it is terminated early under clauses 2.2, 2.3, 2.4 or 2.5 below.
	2. The Provider may terminate the Placement at any time by giving written notice to the other Parties prior to the termination taking effect.
	3. The Intern may terminate the Placement at any time by giving written notice to the other Parties prior to the termination taking effect.
	4. This Agreement will terminate automatically if:
		1. the Provider enters into liquidation, administration and/or administrative receivership or otherwise becomes insolvent, ceases to trade or is unable to pay its debts; or
		2. the Intern is suspended from their course or ceases to be a registered student of the College.
	5. The College may terminate this Agreement with immediate effect by giving written notice to the other Parties if it has legitimate concerns about the safety or welfare of the Intern or if it has any concerns that the Placement with the Provider could cause any direct or indirect damage to the reputation of the College.
	6. If the Intern ceases to participate in the Placement (for whatever reason), the College shall not be required to provide a replacement and shall have no liability whatsoever to the Provider.

# STATUS OF THE PARTIES

* 1. The Parties agree that for the duration of the Placement the Intern shall be engaged by the Provider as a volunteer or intern and not as an employee. It is the responsibility of the Provider to satisfy itself whether the nature of the work undertaken by the Intern during the Placement renders the Intern an employee, worker or otherwise and to comply thereafter with any applicable employment and income tax legislation.
	2. For the duration of the Placement, provided the Intern is still registered as a student of the College, the Intern shall remain subject to the College’s applicable rules, regulations and procedures including (but not limited to) the College’s misconduct procedures and the conditions relating to the Intern’s programme of study. Neither the Intern nor the Provider will make any statement which may damage the College or harm its reputation.
	3. Nothing in this Agreement is to be construed as creating a contract of employment, agency, joint venture or partnership between any of the Parties.

# INSURANCE AND FINANCIAL ARRANGEMENTS

* 1. The Provider agrees to maintain in force with a reputable insurance company adequate liability insurance cover appropriate to the Provider’s business in respect of the Placement and/ or any other liabilities that may arise under or in connection with this Agreement and shall provide a copy of the cover to the College on demand.
	2. The Parties agree that the College and the Provider shall not be liable to pay any sum to each other in respect of the Placement.
	3. Neither the Provider nor the College shall be liable to pay any sum to the Intern in respect of the Placement except as set out in Schedule 1.
1. **LIABILITY AND INDEMNITY**
	1. The College shall have no liability for any loss however arising in connection with the Placement or this Agreement except where such loss is caused by the College’s negligence or the negligence of the College’s employees.
	2. The Provider shall protect, indemnify, defend and hold harmless the College fully and keep the College and its successors and assigns indemnified fully at all times against any loss, injury, damage, claims or costs whatsoever (whether direct or indirect):
		1. suffered, sustained or incurred by the Intern or any third party arising out of any act(s) or omission(s) of the Provider or its employees or agents or the Intern during the Placement or in connection with their obligations under this Agreement;
		2. relating to any National Insurance contributions, income tax or other taxation obligations where such liability, assessment, or claim arises or is made in connection with payments made by the Provider in respect of the work done by the Intern on the Placement; and
		3. arising from any employment-related claim or any claim based on worker status brought by or on behalf of the Intern or otherwise arising out of the Intern’s work for the Provider.
	3. The College accepts no liability for the actions of the Intern during the Placement or any damages or costs arising.
	4. Nothing in this Agreement shall be construed to limit or exclude any party’s liability for death or personal injury caused by its or its employees’ negligence or for fraud.

# MISCELLANEOUS

* 1. The Parties acknowledge and agree that this Agreement constitutes the entire agreement and understanding between them in relation to its subject matter and supersedes any previous agreement between them relating to the Placement (which shall be deemed to have been terminated by mutual consent).
	2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Intern, the College and the Provider shall have any rights under it.
	3. The terms of this Agreement may only be varied, amended or modified by agreement in writing between the Parties.
	4. Both the College and the Provider shall comply with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation in carrying out their obligations in connection with this Agreement.
	5. This Agreement shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts over any dispute arising in connection with this Agreement.

# Signed for and on behalf of the Provider:

|  |  |
| --- | --- |
| Company Name |  |
| Contact Name |  |
| Job Title |  |
| Signature |  |

**Signed for and on behalf of the College:**

|  |  |
| --- | --- |
| Name |  |
| Job Title |  |
| Signature |  |

**Signed by the Intern:**

|  |  |
| --- | --- |
| Name |  |
| Student ID |  |
| Signature |  |

**Schedule 1**

**Details of Placement**

|  |  |
| --- | --- |
| **Placement description:** |  |
| **Placement location:** |  |
| **Start date:****End date:** | *Please provide a short description of the responsibilities assigned* |
| **Work schedule:** | *Add daily and weekly hours agreed with the Provider.* |
| **Expenses:** | *Provide list of expenses that will be reimbursed, e.g. lunch/ travel* |
| **Anything else:** | *E.g. accommodation, any dates during placement Intern will not be working etc.* |