 **ACCESS TO INTERNSHIPS**

**STUDENT EMPLOYABILITY AND ACADEMIC SUCCESS**

##### INTERNSHIP AGREEMENT

##### FRONT SHEET – PART A

|  |
| --- |
| **GENERAL DETAILS** |
| University registered name and address | Northcote House, The Queen’s Drive, Exeter, Devon EX4 4QJ (“**University**”) |
| Department of the University managing the Internship and contact details  | Employment Services, Career Zone Balcony, University of Exeter Forum, Stocker Road, Exeter, EX4 4SZ (“**Employment Services**”)Contact: Jo McCreediePosition: Employer Liaison OfficerPhone:01392 722617Email: j.mccreedie@exeter.ac.uk |
| Intern’s name and address (“**Intern**”) |  |
| Organisation name and address (“**Organisation**”) |  |
| Job Role(“Internship”): |  |
| **Internship Period:** | From: To:  |
| Place of Work:(if different from above) |  |
| **Normal Working Hours:** |  |
| **Main Contact at the Organisation:**(including contact details) | Name:Address, if different from above:Email:Phone: |
| **Holiday Entitlement**Must be in line with UK Working Time Directive –5.6 weeks per annum, pro-rata. (Based on a 5 days wk + can include public holidays) |  As per Organisation employment contract |
| **Employment notice period as set out in the employment contract**.  |  |

|  |
| --- |
| **PAYMENT DETAILS** |
| **Description** | **Amount (ex VAT)** | **Date for Payment** | **Payable by**  | **Payable to**  |
| **Management Fee** |  | On receipt of Invoice | Organisation | University |
| **Access to Internships Subsidy** |  | Payment will be made 30 days after receipt of invoice and signed internship agreement. | University of Exeter – Employment Services | Organisation |
| **Salary** |  | Agreed set monthly payday once internship has commenced. This payment will not be conditional on receipt of the subsidy, by the intern’s payday. | Organisation | Intern |

1. The Intern is also under a contract of employment with the Organisation. Where there is conflict between the terms of this Agreement and the contract of employment, the terms of the contract of employment will take precedence for obligations between the Intern and the Organisation, provided always that the contract of employment is compliant with applicable employment and human rights legislation.

2. The Access to Internship funding contemplated by this Agreement is provided to the University as part of the Santander Universities SME Internship Programme <https://talent.santander.co.uk/santander-universities-sme-internship-programme> or University funding; Widening Participation <http://www.exeter.ac.uk/about/vision/wp/> or Teaching Excellence Framework (TEF) <http://www.exeter.ac.uk/teaching-excellence/>.

3. The University, the Organisation and the Intern are herein defined as the “Parties” to this Agreement, and individually “a Party”.

4. This Agreement has been entered into on the date of last signature.

**I/We agree to all terms and conditions contained above and within the Agreement**

|  |  |  |
| --- | --- | --- |
| **University Signature** | **Intern Signature** | **Organisation Signature** |
| Signed by Jo McCreedie, Employer Liaison Officeron behalf of the University…………………………………Date:………………………….. | Signed by the Intern, …………………………………Date:………………………….. | Signed by XXX on behalf of the Organisation………………………………… Date:………………………….. |

1. This Agreement is made up of the following:

(a) The Front Sheet (Part A)

(b) The Access to Internship Terms and Conditions (Part B)

**Access to Internships Terms and Conditions (PART B)**

**ORGANISATION OBLIGATIONS**

The Organisation will:

##### Internship Provision

* Provide the Internship as described on the Front Sheet of this Agreement;
* Provide a contract of employment to the Intern for the Internship, including where applicable, job description; working hours; remuneration; holiday allowance; benefits; absence pay; flexible working arrangements; and pension scheme if applicable.
* Be responsible for conducting all pre-employment checks to ensure that the Intern is legally entitled to undertake the Internship, and shall comply with, and will maintain policies and procedures that comply with, all applicable laws (including all relevant UK employment legislation).
* Deal effectively with all issues in respect of its employees including the Intern.
* Ensure the Intern is not responsible for their own on-costs to HRMC such as tax and/or National Insurance Contributions (i.e. Interns are not regarded as self-employed.)
* Carry out an induction to the Organisation with the Intern at the start of the Internship, which will include but not be limited to notification of and (if required by the Intern or University) training in relevant policies and procedures operated by the Organisation, to ensure the Intern can undertake the Internship safely. The University requires a completed induction checklist to be returned to Employment Services within 2 weeks of the start of the Internship, the template of which is included in the “*Making the Most of your Intern*” guide.
* Set SMART objectives for the Intern, which will be reviewed and evaluated through the course of the Internship.
* Provide the facilities and equipment needed to enable the Intern to undertake the Internship.
* Comply with anti-discrimination law and promote equal opportunities within the Organisation.
* Notify the University of any issues of a disciplinary, health and safety, or other nature arising in respect to the Intern and/or the Internship, and any action that the Organisation has taken or is required to take in accordance with its policies and procedures and/or the Intern’s employment contract.
* At the end of the Internship, provide University with a completed feedback form, the template of which is included in the “*Making the Most of your Intern*” guide.

##### Health and Safety

* Accept responsibility for the health, safety and welfare of the Intern whilst the Intern is undertaking the Internship, and will provide the Intern with a health and safety briefing and any necessary training, a copy of any health and safety policy or guidance, and any necessary protective clothing or equipment at the commencement of the Internship.
* Where required as part of the Organisation’s health and safety policy, or where reasonably requested by the University or Intern, complete a risk assessment detailing any potential hazards to the Intern, and make all efforts to minimise and/or eliminate such hazards. A copy of the risk assessment form and its mitigating actions will be made available to the University and the Intern.

**Training and Support**

* Recognise that this Internship is providing a fundamental part of the Intern’s learning and career development and will use all reasonable endeavours to provide a valuable and constructive Internship.
* Ensure that the Intern’s line manager at the Organisation is available to support the Intern during the Internship to deal with any concerns and/or enquiries that the Intern may have in respect to the Internship.
* Take all reasonable steps to ensure that the Intern has adequate guidance and supervision during the Internship.

**Insurance and Liability**

* Hold adequate Employer’s Liability and Public Liability and, where necessary, Professional Indemnity insurance to cover the Intern and University for any potential loss or liability for which the Organisation is legally liable, arising out of the Internship.
* Will not require the Intern to partake in any activity that will not be covered by Employer’s Liability, Public Liability and /or Professional Indemnity insurance.
* Be entirely responsible for the use to which it puts the Intern’s contributions, any information or material created by the Intern, during the Internship.
* During and after termination of the Internship, and subject to the section “Limitation of Liability” in this Agreement:
	+ Indemnify the Intern against all losses, claims, damages, costs, and expenses and any other liabilities arising as a result of or in connection with any negligent act or omission of the Organisation, its servants and agents, or the Intern whilst under the guidance and supervision of the Organisation.
	+ Indemnify the University against all damages, losses, costs and expenses for which the University may be liable as a result of death/bodily injury to the Intern or any other person and/or damage to property arising out of any negligent act or omission of the Organisation, its servants and agents.

##### Payment

* The intern is to be paid their salary on a set monthly payday once the internship has commenced. The University payments terms are 30 days from receipt of invoice. Where the organisation has not invoiced for or received the agreed employer subsidy from the University, by the intern’s payday, the organisation will pay the intern’s salary.
* Pay the salary on-costs to HMRC.
* If the Intern is working for the Organisation over a year, will agree to review the Intern’s pay, taking into account any rise in the cost of living.
* Pay for the Intern’s business expenses incurred whilst undertaking duties as part of the Internship. Such expenses may include travel and/or accommodation for the Internship (e.g. visiting clients or attending a business event), subsistence (e.g. entertaining clients) and expenses wholly, exclusive and necessarily incurred in the course of the Organisation’s business.
* Invoice the University for the agreed Access to Internship Subsidy amount as set out on the Front Sheet of this Agreement, once the Internship has commenced, and this signed Internship Agreement has been received by Employment Services.
* Pay the Management Fee (if applicable) to the University as set out on the Front Sheet of this Agreement.

**Other**

* Comply with “All Party Obligations” as set out below.

**INTERN OBLIGATIONS**

The Intern will:

**Internship Provision**

* Enter into an employment contract with the Organisation for the Internship.
* Use all reasonable endeavours to achieve the Internship SMART objectives, and take responsibility for their work.
* Follow the policies and procedures operated by the Organisation, and comply with the terms of the employment contract.
* Not do anything, which may bring the University and/or the Organisation into disrepute, and treat others with dignity and respect.
* Keep the University contact (Employer Liaison Officer) as set out on the Front Sheet of this Agreement, informed of any changes or issues with the Internship.
* Only use facilities and equipment (including computer equipment) that are provided specifically or have been approved for carrying out the Internship by the Organisation.
* At the end of the Internship, provide University with a completed feedback form, the template of which is included in the “*How to Make the Most of your Internship*” guide.

**Health and Safety**

* Abide by all reasonable Health and Safety requirements of the Organisation, including following any reasonable procedures to notify the Organisation of any hazards the Intern may identify within the Organisation.
* Where a risk in the workplace is identified, to work with the Organisation and (if required) the University to complete a risk assessment, and to comply with any mitigating actions arising from the risk assessment.
* Notify the University and the Organisation in advance of any matter, which is likely to affect the Intern and the undertaking of the Internship including any special health or medical requirements.
* Take care of their own health and safety and that of their colleagues during the Internship.

**Training and Support**

* Read the “*How to Make the Most of your Internship*” guide provided by Employment Services prior to the Internship commencing, and the Intern should raise any queries about the content of the guide with Employment Services prior to the Internship starting.

##### Insurance and Liability

* Arrange adequate motor insurance for travel, should it be required, during work hours.
* The Intern acknowledges that whilst undertaking the Internship they are covered, as required by law, by the Organisation’s Employer’s and Public Liability insurance, and where relevant to the Internship, by the Organisation’s Professional Indemnity insurance. This does not include cover for activities the Intern may engage in outside the Internship, or where the Intern causes deliberate harm or damage, whereby the Intern may find themselves personally liable.

##### Payment

* Be paid a salary by the Organisation for the Internship as set out on the Front Sheet of this Agreement, and in accordance with the Organisation’s policies and procedures.
* Be responsible for any personal expenses that the Intern may incur during the Internship. Such expenses may include travel to and from the Internship, accommodation and subsistence, except where the Organisation requires the Intern to travel, entertain clients, or stay overnight as part of the Internship.

##### Other

* Comply with “All Party Obligations” as set out below.

**UNIVERSITY OBLIGATIONS**

The University will:

##### Internship Provision

* Provide the Intern the “*How to Make the Most of your Internship*” guide. which includes basic information on general Health and Safety, training and support, prior to their Internship.
* Provide the Organisation with the *”Making the Most of Your Intern*” guide, detailing basic Health and Safety requirements and the induction checklist.
* If requested or deemed necessary, the University’s Employer Liaison Officer, will visit the Organisation during the Internship (at times and dates to be agreed between the Parties) to monitor the Intern’s progress and to respond to any concerns about the Intern or the Internship raised by either the Organisation or the Intern. The University will, upon request and subject always to data protection legislation, provide a copy of any subsequent report to the Organisation and/or the Intern.
* Deal with all concerns, problems and complaints raised by the Organisation and/or the Intern in respect of the Internship in a prompt manner.
* Support the Organisation in setting the SMART objectives for the Internship, if the Organisation requests this.

##### Health and Safety

* If there is a potential hazard identified in the workplace, request from the Intern and/or the Organisation, if deemed necessary, a copy of a risk assessment and details of mitigating actions to minimise the hazard.

**Training and Support**

* Provide support to the Intern, on request, to support the success of the Internship, including if necessary additional support regarding difficulties as posed by pre-existing disabilities and/or special requirements. The Intern should contact the Employer Liaison Officer in the first instance.

**Payment**

* Pay the approved Access to Internships Subsidy in accordance with the standard payment terms of the University, and on receipt of a valid invoice from the Organisation quoting a purchase order or other reference provided by the University, always on the condition that this signed Access to Internships Agreement has been received by Employment Services.
* Invoice the Organisation for the Management Fee (if applicable) as set out on the Front Sheet of this Agreement.

**Insurance and Liability**

* The University shall not be liable to the Organisation, Intern or any third party for any damage or loss, costs, expenses or other claims for compensation which arise out of the Intern’s or Organisation’s participation in the Internship, including, without limitation, any liability for the provision of adequate health and safety instruction, equipment and supervision, except where such a claim arises directly as a result of the University’s negligent action or omission.
* The University will not be liable for the Intern’s breach of the contract of employment with the Organisation, or the Intern’s breach of this Agreement.

**Other**

* Comply with “All Party Obligations” as set out below.

**ALL PARTY OBLIGATIONS**

**Confidentiality**

1. For the purpose of this Internship Agreement, Confidential Information shall mean any and all technical, financial and/or other information which is furnished in connection with the Internship which is proprietary to the disclosing Party (or which the disclosing Party is obliged to keep secret but entitled to disclose hereunder) including without limitation, information relating to intellectual property, trade secrets, analyses, compilations, forecasts, studies, inventions, designs, drawings, and other material related to the same, non-public financial information including without limitation, business and marketing plans, business methods, pricing policies, product ideas, and other business, technical, marketing or operating information. The disclosing Party must specifically designate such information to be confidential prior to the disclosure, whether in tangible or visible form, or whether communicated orally, or in or on any other media or format.
2. The University, Organisation or Student in receipt of Confidential Information (“**Receiving Party**”) shall not, (except in the proper performance of the Internship) or at any time for 5 years after the termination of the Internship or this Agreement (whichever is the later):
* divulge or communicate Confidential Information to any persons outside the Parties to this Agreement;
* use Confidential Information for their own purposes or for the purposes of any person other than those within the disclosing Party; or
* through any failure to exercise due care and diligence, cause any unauthorised disclosure of any Confidential Information relating to the disclosing Party.
1. These restrictions shall cease to apply to any information which shall become available to the pubic generally otherwise than through the Receiving Party’s unauthorised disclosure, whereby the Confidential Information;
* is already in the possession of the Receiving Party at the date of this Agreement, other than under an obligation of confidentiality;
* is independently developed by any of the Recipient Party’s employees or the Intern individually who have not had any direct or indirect access to, or use of or knowledge of the Confidential Information imparted by the disclosing Party;
* Is obtained without obligation of confidence from a third Party not in breach of a confidentiality agreement with another Party concerning the information obtained; or
* is disclosed pursuant to a law or regulation, or in accordance with an order or direction of a Court of Law.

**Data Protection**

The University, Organisation and Intern acknowledge that they will need to disclose to each other Personal Data of the Intern for the administration and delivery of the Internship; the employment of the Intern; and the monitoring and support of the Intern and feedback on the Internship as may be required.

The University and the Organisation agree all Personal Data relating to the Intern is held securely in accordance with the General Data Protection Regulations (GDPR) (“**Data Protection Legislation**”), and will not use or disclose such Personal Data for any purpose other than so far is necessary in connection with the Internship.

In this Agreement, the terms Personal Data and Data Controller, have the meanings given in the Data Protection Legislation and Processing, Process and Processed shall be construed accordingly.

The Parties acknowledge and agree that the Organisation and University are Data Controllers in respect of Personal Data which they collect and may, as provided in this Agreement, act as Data Controller in respect of Personal Data provided by the other Party.

The Intern will be required to comply with any relevant data protection policy of the Organisation as set out in the contract of employment, and notwithstanding this, agrees to keep confidential all Personal Data of other individuals that may be disclosed to the Intern during the Internship by either the University or the Organisation.

As a requirement of the funding the University is required to share information on the internship, the organisation and the personal data of the intern with the funders, either:

* **Santander Universities SME Internship Programme**. Full details of the Santander data protection policy and how the Intern can opt out can be found at: <https://talent.santander.co.uk/santander-universities-sme-internship-programme>
* **University of Exeter Funding (Widening Participation or Teaching Excellence Framework).**  Any data provided to the University by any party will be processed in accordance with [Student Employability and Academic Success (SEAS) Privacy Policy](http://www.exeter.ac.uk/careers/employment-services/seasprivacynotice/).

**Intellectual Property:**

Any intellectual property which is generated by the Intern shall vest in and be owned by the Organisation or as otherwise agreed in writing between the Intern and the Organisation (“Internship IP”).

Where required, the Organisation hereby grants the University and the Intern a royalty-free non-exclusive licence to use Internship IP for academic assessment purposes only.

All intellectual property introduced to the Internship that existed prior to the Internship or is developed by a Party outside the Internship (“Background IP”) will remain vested in the Party introducing it, and each Party hereby licenses the others a non-exclusive, royalty free right (without the right to sub-licence) to use such Background IP solely for the Internship.

In the course of the Internship, the Intern shall not do any act, or omit to do any act, which would infringe any intellectual property rights owned by a third party.

**Termination, Notice Period or Extension**

* Should the Organisation or the Intern wish to terminate the Internship for any reason, the notice period required is as set out in the employment contract. Where there is no employment contract, this will be 1 week in the first month; 2 weeks in months 2 – 5; 4 weeks in months 6 – 12. Notice under this clause will be in writing to all Parties.
* If a Party is in material breach of its obligations under this Agreement (“the **Defaulting Party**”), another Party shall be entitled to terminate this Internship Agreement at anytime on giving notice in writing to the Defaulting Party, if such breach is (if capable) not remedied or an agreed remedial action plan put in place within the timescales of the notice periods as set out above, of the Defaulting Party receiving written notice of the breach. Any notice of termination pursuant to this clause must set out the reasons for such termination.
* In the event of termination for any reason, any outstanding payments to the Intern for work already carried out and/or non-refundable work expenses, or charges already incurred, including but not limited to the full Management Fee (if applicable) payable to the University, shall remain payable by the Organisation.
* If the Organisation wishes to extend the Internship, this will be a matter for negotiation between the Intern and the Organisation. The terms should be detailed in an offer letter and a copy of this should be sent to the University.
* The Agreement shall terminate automatically:

- At the end of the Internship Period; or

- If the Organisation should enter into liquidation, administration, and/or administrative receivership; or

- if the Intern’s employment contract should be terminated early by the Organisation following the Organisation’s normal policies and processes.

* In the event that the Internship is terminated early by either the Organisation or by the Intern, the University shall provide reasonable assistance to locate an alternative Intern or Internship but is under no obligation to provide an Intern to the Organisation or Internship for the Intern. The University shall not be obligated to reimburse any management fees paid by the Organisation.
* In the event that the Internship is terminated early by either the Organisation or by the Intern, the University reserves the right to recover the remaining Access to Internships Funding from the date of termination already paid to the Organisation, minus any outstanding payments the Organisation is still to pay to the Intern for work already carried out, non-refundable work expenses or non-cancellable costs already incurred by the Intern.

##### Limitation of Liability

* + No warranty, condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy, or fitness for purpose of any information or materials that the University contributes to the Internship or to any information or material created by the Intern during the Internship.
	+ The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect consequential damages or losses.
* The Parties agree that in connection with this Agreement each Party’s total liability is limited to actions which are caused by that Party’s direct and negligent action or omission, and shall be subject to a financial cap of £50,000. However, nothing in this section or otherwise contained in this Agreement shall exclude, restrict or limit the liability of any Party for:
	+ death or personal injury caused by that Party’s negligence; or
	+ for fraud; or
	+ for breach of data protection obligations; or
	+ for breach of confidentiality obligations.
* No Party shall be deemed to be in default under this Agreement if it is unable to perform all or any of its obligations under this Agreement by reason of force majeure, Act of God or the death, illness or incapacity of any employee of the Party, including the Intern, in question.

**General**

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.

Except for the obligations between the Intern and the Organisation as set out in the employment contract, this Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

Failure of any party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term contained in this Agreement.

The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.

The University has a statutory duty under section 26(1) of the Counter-Terrorism and Security Act 2015, when exercising its functions, to have due regard to the need to prevent people from being drawn into terrorism (“**Prevent**”). The Organisation shall promptly assist the University with any requests made by the University under its Prevent duty, in relation to this Agreement.

Any variation to this Agreement shall only be effective if it is in writing and signed by signed by a representative from each Party authorised to conclude or amend agreements of this type.

This Agreement is made for the benefit of the University, the Organisation and the Intern and is not intended to benefit, or be enforceable by, anyone else.