



## Student Secondment Agreement Terms and Conditions

In order for the Student to undertake the Services for the Host whilst employed by the University ("the **Secondment**"), the Student, the University and the Host agree to the following:

### **The University will:**

1. employ the Student on a fixed term basis for the purpose of being seconded to the Host for the Secondment Period for the Student to undertake the Services.
2. be responsible for administering all payments in respect of the Student's salary through the University e-claims system.
3. inform the Host of any disciplinary proceedings that the University takes against the Student which relate to the Secondment, and the outcome of those proceedings.
4. be responsible for taking any necessary disciplinary action against the Student in accordance with the University's disciplinary policy and procedures.
5. be responsible for dealing with any grievance relating to the Secondment raised by the Student. The University shall investigate the matters raised and take such measures as are required in accordance with the University policies.
6. adhere to relevant/applicable employment related and equality legislation and ensure that at all times the Student is treated with dignity and respect.

### **The Host will:**

1. host the Student during the Secondment Period and in particular agree to permit the Student to have access to such equipment, premises and personnel as may be reasonably required to enable the Student to carry out the Services.
2. not require the Student to do anything that shall breach the Student's terms of employment, and shall have no authority to vary such terms or make any representations to the Student in relation to the terms of the Student's employment with the University.
3. provide the University with such information and assistance as it may reasonably require to carry out its obligations as the Student's employer.
4. where the student is attending the Host's premises, provide the Student with a full and clear induction to the Host and its working practices, including health and safety arrangements, fire precautions and emergency evacuation arrangements, how to report accidents, incidents and unsafe conditions, and the Host's policies on how to report abuse, discrimination and make a complaint.
5. where the student is attending the Host's premises, undertake a risk assessment and equip the Student with all materials and support (including, but not limited to, laboratories, computers and other equipment) that are required for the performance of the Secondment, and to ensure that the Student is fully trained in the use of such materials and equipment, and adequate safety clothing or equipment is provided.
6. where the Student is working remotely ensure the relevant risk assessments are in place and support and train them accordingly.
7. nominate a Host Line Manager who will conduct or make arrangements for day-to-day or week-to-week supervision of the Student, and take all reasonable steps to ensure that the supervisor is an appropriately trained and experienced member of staff.
8. comply in all respects with all health and safety legislation and other statutes and regulations applicable to all staff and visitors at the Host's premises and ensure that at all times the Student is treated with dignity and respect.

9. provide the University with all such information as the University may reasonably require in respect of the Services and the experience which the Student gains during the course of the Secondment.
10. provide copies of any feedback form provided by the University relating to the Student's performance to the University for the maintenance of the Student's personnel file.
11. subject to current data protection legislation, the Host shall maintain records regarding the Student's conduct and performance and shall report to the University Line Manager in respect of:
  - any absence due to sickness or injury. Copies of medical certificates submitted by the Student to the Host are to be sent to the University Line Manager as soon as reasonably practicable;
  - details of alleged misconduct. The University shall investigate the matters raised by the Host in accordance with the University's disciplinary policy and procedures and the Host agrees to provide the University with such co-operation as the University may reasonably require; and
  - details of any performance-related concerns and any supportive measures taken with the Student in this respect.
12. respond to a request from the University for a written report of any serious incident, including any significant injury or dangerous occurrence concerning the Student and discuss with the University the content of such reports.
13. provide the University with such co-operation as the University may reasonably require in relation to any grievance raised by the Student in accordance with University policies.

**The Student will:**

1. ensure that the relevant 'right to work' documentation has been provided to the University and approved, prior to the commencement of the Secondment, and will comply with any visa restrictions. Failure to provide this required documentation will prevent the Student from being authorised to start the Secondment or being paid for any work undertaken.
2. be responsible for the completion of the e-claims timesheet and meeting any deadlines in relation to the administration of the timesheet as required by the University to enable the Student's salary to be paid on time.
3. receive a salary from the University as set out in the Payment Details section above, in consideration for carrying out the Services. This will be payable to the Student via e-claims on such days and in such manner as per the University e-claims system.
4. be under the day-to-day operational management of the Host but shall remain subject to the overall control of the University.
5. not engage in any conduct that might be detrimental to the University or the Host.
6. to undertake any training as required by the Host and to comply with the Host's operational policies and procedures including but not limited to health and safety, as notified to the Student by the Host.
7. (or someone on the Student's behalf) will, in the event of absence on the grounds of sickness or injury, inform the Host of the reason for the absence by no later than 9:00 a.m. on the first day of absence.
8. notify the University in advance of starting the Secondment of any matter which is likely to affect them during the Secondment including but not limited to any special health or medical requirements.
9. keep the University informed of any changes, issues or incidents which arise in connection with the Secondment.
10. take responsibility for their work, and not do anything which may bring the University or the Host into disrepute.
11. comply with confidentiality obligations, and maintain such confidentiality after the Secondment finishes.
12. Continue to comply with the General Regulations for Students applicable to all University students <http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/genregs/> during the Secondment, and the Student acknowledges that any breach of such Regulations may

result in the University taking action against the Student in accordance with its policies and procedures.

## **General Terms**

### **Termination**

The Secondment will terminate without notice if:

- the Student's employment with the University terminates for any reason including but not limited to the Student's gross misconduct or resignation;
- the Student is convicted of a criminal offence (excluding a road traffic offence for which the Student is not sentenced to a term of imprisonment); and/ or
- the Student wilfully places themselves or others in harm's way.

Where the Student displays any behaviour that breaches the General Conduct expectations under the University General Regulations of Students <http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/genregs/>, the University disciplinary procedure will apply, and this may result in the immediate termination of this Agreement and the Student's employment for this Secondment without further pay.

The Host may terminate this Agreement for any reason by giving the University not less than seven (7) days' notice in writing.

The University may terminate this Agreement for any reason by giving the Host and the Student not less than seven (7) days' notice in writing.

The Student may terminate this Agreement for any reason by giving the University and the Host not less than seven (7) days' notice in writing.

At the end of the Secondment Period howsoever or whenever the Secondment terminates, the Student's contract of employment with the University will end in accordance with University policies and procedures of employment. The University will pay the Student up to the date of termination.

All parties acknowledge that the Secondment is an opportunity for the Student and Host to share knowledge and expertise for the benefit of both parties. Therefore, should either party wish to terminate this Agreement other than in the circumstances for immediate termination above, all parties will work together in good faith and discuss the options available to enable the Student to continue the Secondment prior to exercising their right of termination.

If any party is in breach of any of their obligations under this Agreement, an appropriate person from all parties will meet promptly and attempt to resolve the issue by negotiation. Where such a breach is remedial and is not remedied within 7 days of the party in breach receiving notice to remedy the same, the complaining party can terminate this Agreement with immediate effect. Any notice of termination pursuant to this clause must set out the reasons for such a termination.

### **Liability and Insurance**

The Host acknowledges that the University is not responsible for the way in which the Student provides the Services, and that the Host is providing day-to-day supervision of the Student during the Secondment, therefore the Host waives all and any claims that it may have against the University arising out of any act or omission of the Student during the Secondment Period.

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 created by the Student during the Secondment. The Host will be entirely responsible for the use to which it puts such information and materials.

The Host hereby agrees to indemnify the University fully and keep the University indemnified fully at all times from and against all liabilities, costs and expenses in connection with or as a result of any claim

or demand by (a) the Student arising from any act, fault or omission of the Host or its employees or agents in relation to the Student or (b) any third party in relation to any loss, injury, damage or costs arising out of any act or omission of the Student during the Secondment Period.

The Host agrees to hold adequate Employer's Liability and Public Liability Insurance that covers the Student working either in the workplace or remotely and will not require the Student to partake in any activity that will not be covered by Employer's Liability, Public Liability and /or Professional Indemnity insurance.

### **Intellectual Property**

**"Intellectual Property"** shall mean all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trade-marks, registered designs, models, unregistered design rights, unregistered trade-marks and copyright, database rights, topography rights, any rights in any invention, discovery or process and applications for and rights to apply for any of the foregoing, which subsist or will subsist now or in the future in each case in the United Kingdom and all other countries in the world;

**"Results"** shall mean the information, materials and products, and other tangible or intangible results, including the Intellectual Property subsisting in them, arising directly out of the work undertaken by the Student and identified or first reduced to practice or writing in the course of the Secondment;

**"Background"** shall mean any Intellectual Property, information, or materials (regardless of the form or medium in which they are disclosed or stored) that are owned by or licensed to a party and provided by such party to the other for the purposes of the Secondment (whether before or after the date of this Agreement),

Except as otherwise set out herein, the Student will be required to abide by the current University policy on Intellectual Property.

This Agreement does not affect the ownership of any Background Intellectual Property. The Background Intellectual Property will remain the property of the party that contributes it for the purposes of the Secondment (or its licensors). No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

Each party grants to the other a royalty-free, non-exclusive licence, without the right to sub-license, to use its Background, such as it directly relates to and is needed for the Secondment, for the purpose of carrying out the Secondment and as otherwise permitted under this Agreement, but for no other purpose.

The Host will own such of the Results that the Student creates during the Secondment. In the event that such Results owned by the Host are needed for the proper fulfilment of the Secondment by the University, the Host grants to the University a royalty-free, non-exclusive licence to use such Results for the purposes of the Secondment and as otherwise permitted under this Agreement.

### **Confidentiality**

**"Confidential Information"** shall mean all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature which has been designated as confidential by a party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored), and which is disclosed or made available in any way by one party to the other party in connection with this Agreement.

Neither the University, the Host nor the Student will either, during the Secondment Period or [for 5 years](#) after the end of the Secondment Period, disclose to any third party, nor use for any purpose except for the purposes of the Secondment, any of another party's Confidential Information.

No party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:

- is known to the party making the disclosure before its receipt from another party, and not already subject to any obligation of confidentiality to the other party;
- is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
- has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
- has been independently developed by the party making the disclosure;
- is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the [Freedom of Information Act 2000](#), none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- is approved for release in writing by an authorised representative of the other party.

If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the Host's Confidential Information, it will notify the Host and will consult with the Host. The Host will respond to the University as soon as possible and no later than 7 calendar days after receiving the University's notice, if that notice requests the Host to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act 2000 applies to the information requested under that Act.

Neither the University nor the Host will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

### **Data Protection**

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

The University and the Organisation agree all Personal Data relating to the Student 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 Student 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 Student during the Internship by either the University or the Organisation.

Any data provided to the University by any party will be processed in accordance with the [Student Employability and Academic Success \(SEAS\) Privacy Policy](#).

### **Miscellaneous**

The terms and conditions set out in this Agreement will take precedence over any other terms and conditions relating to the Student's Secondment including but not limited to the terms and conditions of the University e-claims system.

Updated December 2021

No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

The benefit and burden of this Agreement may not be assigned or sub-contracted in whole or in part by either party without the prior written consent of the other parties.

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

This Agreement shall be governed by and interpreted in accordance with English laws and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.