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**School of Health Sciences**

**Practice Placement Agreement**

**1 PRACTICE PLACEMENT AGREEMENT**

Between

School of Health Sciences, Queen Margaret University, Edinburgh, EH21 6UU, Scottish Charity No: SC002750, (hereinafter referred to as (the “University”)

and

[insert organisation name and address] (hereafter referred to as the “Practice Placement Provider”)

each a “Party” and together the “Parties”.

The Commencement Date of this agreement is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2 DURATION AND EFFECT**

2.1 This Agreement covers practice placements between the Practice Placement Provider and the University, whether part of an undergraduate or pre-registration Masters programme.

2.2 This Agreement shall be effective for one year from the Commencement Date, and will be automatically renewed annually unless terminated by either Party or amended in accordance with the terms of this Agreement. This Agreement shall only be automatically renewed for a further period of 3 years from the anniversary of the Commencement Date of the Agreement.

2.3 Either Party may terminate this Agreement at any time on ninety (90) days written notice to the other party.

2.4 Either Party (“Terminating Party”) may terminate this Agreement immediately in the event that the other Party has materially breached this Agreement and has failed to remedy that breach within thirty (30) days of the date of a written notice from the Terminating Party specifying the breach and requiring that it be remedied.

2.5 Either Party may by written notice to the other Party immediately terminate a Placement in relation to a particular student in the case of gross misconduct of that Student.

2.6 This Agreement may be amended at any time by mutual consent of the Parties, provided that, before any amendment shall be operative or valid, it shall be put into writing and signed by the designated representatives of the University and Practice Placement Provider. Any such amendments shall be carried out by way of a formal Minute of Variation.

**3 RESPONSIBILITIES OF THE UNIVERSITY**

The University undertakes to:

3.1 Accept primary responsibility for the approval and quality assurance of all practice placements under this Agreement.

3.2 Accept overall responsibility for the academic award for each student on a practice placement and for the academic standards and quality assurance of each award.

3.3 Accept primary responsibility for preparing and educating the individuals who teach, supervise, assess and support students who are undertaking a formal learning placement (hereinafter referred to as the “Practice Educators”) before providing placements, which will consist of each Practice Educator undertaking elements of the School of Health Sciences Facilitating Practice-based Learning Framework.

3.4 Accept non-monetary responsibility for the conduct of all pre-registration students on a practice placement, with any misconduct being referred under the University’s Regulations Governing Discipline or Fitness to Practise Policy and, where necessary, terminate the placement with the agreement of the Practice Placement Provider.

3.5 Support the Practice Placement Provider, Practice Educator and each student before, during and after the practice placement.

3.6 Ensure that an updated PVG Scheme record is obtained for all students on entry to a programme.

3.7 Ensure to the best of the University’s knowledge and belief that students comply with all applicable health requirements of the Practice Placement Provider, including vaccinations and any health checks required before commencement of a practice placement.

3.8 Provide information to the Practice Placement Provider regarding: placement timing, placement locations and student cohort timing on a yearly basis.

3.9 For each student placement, share with the Practice Placement Provider: learning outcomes to be achieved; development and review of the learning agreement; timings and duration of any placement experience and associated records to be maintained; expectations of professional conduct; assessment procedures including the implications of, and any action to be taken in the case, of failure; communication and lines of responsibility; and development of an individual student learning plan.

3.10 Use all reasonable endeavours to procure that any pre registration student undertakes to keep all confidential information strictly confidential and not to reveal any confidential information to a third party without prior permission of the Practice Placement Provider.

3.11 Ensure that the University placement coordinators for the pre- registration programmes are available to discuss a student/ practice educator/ Practice Placement Provider complaint as early as possible during the placement.

3.12 Give the Practice Placement Provider reasonable advance notice of the details of any University staff visiting the practice placement premises.

**4 RESPONSIBILITIES OF THE PRACTICE PLACEMENT PROVIDER**

The Practice Placement Provider undertakes to:

4.1 Provide access to its premises and facilities for the purpose of practice placement learning for pre-registration students as part of a recognised award programme.

4.2 Confirm it holds suitable and comprehensive Public Liability and Employer’s Liability Insurance and provide documentary evidence of such. The Practice Placement Provider will indemnify its employees and students against liability for damages while acting within the scope of their respective employment or placement. For the avoidance of doubt, unless the University is in direct supervision of the student on placement, the University’s insurance cover will not cover the student on placement, and the University shall not be held liable in any way for any acts or omissions by students whilst acting within the scope of their practice placement.

4.3 Provide students on practice placement with a safe learning environment and supervision mechanisms to ensure safe and effective practice in accordance with all applicable Practice Placement Provider policies, including, without limitation, physical risk from equipment, risk from substances hazardous to health, fire risk, infection control, challenging behaviours, emotional stress and lone working. The Practice Placement Provider shall ensure that copies of all relevant policies including, without limitation, the Practice Placement Provider’s data protection policy, will be provided to the student either prior to the practice placement commencing or during the induction period of the practice placement.

4.4 Nominate appropriately qualified, experienced practitioners for the role of practice educator.

4.5 Provide appropriate supervision to each student depending on their experience and capabilities and to carry out feedback and assessment of students on placement in line with the requirements of the University.

4.6 Check the student’s University ID card at the beginning of the practice placement to verify the student is the allocated student.

4.7 Notify the School Office of the University within 48 hours of any student’s non attendance at the practice placement.

4.8 Inform the University immediately of any accident to, or occupational disease of, the student.

4.9 Ensure that a senior member of staff, other than the named practice educator, is identified to each student to enable discussion or complaints to be made regarding their practice educator.

4.10 Allow any representatives of the University to visit its premises for the purpose of monitoring the practice placement.

4.11 Take all necessary precautions to ensure all confidential information is treated as confidential, is not revealed or used other than for the purpose of the performance of this Agreement, and is not revealed to a third party without the prior written consent of the University.

4.12 Use all reasonable endeavours to ensure that students comply with the Practice Placement Provider’s data protection polices and notify these to the University at the commencement of this agreement and regularly thereafter, in particular where any amendments to such policies are made.

**5 MUTUAL RESPONSIBILITIES OF BOTH PARTIES**

* 1. Both Parties shall comply with Data Protection Law, specifically:
1. the General Data Protection Regulation (EU) 2016/679; and
2. the UK Data Protection Act 2018
	1. Both Parties acknowledge that, for the purposes of Data Protection Law, each Party is at times both a controller and processor of data
	2. The legal basis for processing the data will be that the processing is necessary for the performance of a public task, the data subjects being those students who undertake practice placements;
	3. The Data includes personally identifiable information of the data subject together with placement feedback, including but not limited to disciplinary, conduct or fitness to practise issues;
	4. Both Parties shall only process and share data to the extent that such data is necessary for the purposes of this Agreement or for either Party to fulfil its statutory obligations
	5. Both Parties shall take appropriate technical and organisational security measures in processing the Data, so as to ensure an appropriate level of security is adopted to mitigate the risks associated with the processing of such Data, including unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to the Data;
	6. Neither Party shall transfer any of the Data to any third Party except upon and in accordance with the express written instructions or agreement of the other Party;
	7. Both Parties agree to fully comply with the provisions and obligations imposed by the Freedom of Information (Scotland) Act 2002;
	8. Each Party shall notify the other immediately if it receives any complaint, notice, communication or request which relates to the processing of the Data or to either Party's compliance with Data Protection Law in relation to such processing;
	9. Each Party shall provide the other with full cooperation and assistance in relation to any complaint, notice, communication or request made as may reasonably be required;
	10. Each Party will promptly (and, in any event, no later than twelve [12] hours after becoming aware of a Security Incident inform the other Party of that Security Incident and of any other unauthorised or unlawful processing of any of the Data and any other loss or destruction of or damage to any of the Data.
	11. Neither Party shall unlawfully discriminate, either directly or indirectly, on the grounds of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief or age, and each Party undertakes to advance equality of opportunity of the protected characteristics and in doing so shall at all times comply with the terms of the Equality Act 2010.
	12. The Parties agree to remove from a practice placement any student who fails to comply with the Practice Placement Provider’s policies, and to remove from a placement any student whose conduct or health is agreed by both Parties, acting reasonably, to be detrimental to the welfare of others or otherwise seriously impair the operations of the service.

**6 AGREEMENT OF PARTIES**

Nothing in this Agreement shall constitute a relationship of partnership, employment or agency between the Parties, and neither Party to this Agreement has authority to bind the other contractually except in respect of obligations arising out of this Agreement.

Subscribed for and on behalf of Queen Margaret University, Edinburgh, EH 21 6UU

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| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Witness: |  |
| Name & Address: |  |
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Subscribed for and on behalf of [insert organisation]

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Witness: |  |
| Name & Address: |  |
|  |  |

 **APPENDIX**

**School of Health Sciences**

**Practice Placement Checklist**

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| **Practice Placement Provider** |  |
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| ***Place a 🗸 in the right hand column to confirm that the following documents are made available to students, appropriate processes are in place and communicated to the student during a practice placement*** |
| *Complaints procedure* |  |
| *Details of any equipment or processes which the student will be prohibited from using during practice placement* |  |
| *Health and safety policies and procedures* |  |
| *Equal opportunities/anti- discriminatory policy or equality outcomes* |  |
| *Data protection and issues pertaining to information governance and confidentiality* |  |
| *Fire safety arrangements* |  |
| *First aid arrangements* |  |
| *Incident reporting procedures* |  |
| *Infection control policies and procedures*  |  |
| *Protection of Vulnerable Groups policies and procedures or equivalent* |  |
| *Record keeping procedures* |  |
| *Risk assessments/ relative to the work our students will be involved with* |  |
| *Security in care of clients, staff or self* |  |
| *Staff Grievance procedure* |  |
| *Student Induction*  |  |
| *Whistleblowing procedure* |  |
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| ***Insurance Policies*** |  |
| *Employers’ Liability Insurance policy deemed appropriate in respect of students whilst in placement provider’s supervision to HEI’s satisfaction.* |  |
| *Professional Indemnity Insurance – where held* |  |
| *Public Liability Insurance policy deemed appropriate in respect of students whilst in placement provider’s supervision to HEI’s satisfaction.* |  |
| Signature | Date |