Appendix 2

Letter to a company accepting a student placement

(Please liaise with Academic Policy & Standards if significant changes are required to this template)

Dear

Name of Company:
Name of Student:
Length of Placement:

1 You have kindly agreed to provide a placement opportunity for [name of student] to attend your premises at [address] to provide work experience and advice and guidance in relation to your Company's applications of the student's field of study, and we are extremely grateful to you for providing this opportunity. Our experience tells us that the overwhelming majority of students enjoy their placements and that companies value the contributions that our students make. We hope the relationship is a successful and productive one.

2 We will write to you separately sending through a 'Learning Agreement' which will explain the learning objective [student] is expected to meet during the placement, the nature and scope of the activity involved and how responsibilities are to be fulfilled. This will also provide guidance on your role in monitoring of the progress of our student and on reporting to us at the end of the placement.

3 The purpose of this letter is to provide you with key contact details and to address a few formalities.

Key People

4 The placement programme co-ordinator for [name of student] is [name of placement programme co-ordinator, whose contact details are […..]. [PPC's name] is responsible for… [insert a few words on the role]. [Y] is the administrator of the placement scheme, and his/her contact details are […]. [set out any other key contacts].

5 In the event of any queries or problems arising, you should contact [the placement programme co-ordinator] in the first instance.

Health and safety and insurance

6 The safety of our students is of utmost importance to us, and we are sure it is to you too. However, we need to be sure that that you have a written Health and Safety Policy in force and that [student] will receive an induction on this Policy this at the start of the

placement. [Student] will then be responsible for following your Company's rules and policies on these matters. We also need to be sure that you have carried out a risk assessment of your workplace and have identified, minimised and/or dealt with any possible risks to [student]. If [student] is expected to work with machinery, equipment or substances hazardous to health, appropriate precautions must first be taken, first aid and emergency facilities must be available and relevant training, supervision and protective clothing and equipment must be provided.

7 It is also important that we know that [student] will be covered by your current Employer's and Public Liability insurance policies, will be treated as one of your employees for the purposes of these policies, and that your insurers have been notified of the placement.

8 Please contact [placement programme co-ordinator] if you have any queries about any of these issues.

Intellectual Property and Confidentiality

9 We understand how important it is for our placement providers to protect their confidential information and intellectual property, and issues can arise in relation to reports or academic work submitted by our students to their University supervisor during or at the end of a placement. We will work with you to agree a process which enables the Student's academic work to be assessed under the University regulations in such a way that your Company's intellectual property rights and confidential information are not compromised, and we are happy to discuss this with you. If you require a Confidentiality Disclosure Agreement or Non-Disclosure Agreement to be signed, please forward a draft to [placement programme co-ordinator]. Otherwise, the following terms will apply.

10a ***[The clause to be used when it has been agreed that IP is to remain with the University]***

The University is entitled to ownership of the following forms of intellectual property created by the Student and arising from the Student's activities under this placement:

- patentable and non-patentable inventions
- University-commissioned works and works generated by the University's computers;
- Other computer software and firmware if it may reasonable be considered to possess commercial potential; and
- Registered and unregistered designs and topographies if they may reasonably be considered to possess commercial potential.

Under University legislation the Student has agreed to sign any necessary documents in

order to give effect to these claims. The work which the Student will be doing at your premises will form part of the Student's studies and you recognise and accept therefore that intellectual property in the above forms which arise from the work will belong to the University and may be included or referred to in the Student's academic work.

10b ***[the following is an alternative clause to be used when it has been agreed that IP is to remain with the company providing the placement]***

The Company is entitled to ownership of the following forms of intellectual property created by the Student and arising from the Student's activities under this placement:

- patentable and non-patentable inventions
- Company-commissioned works and works generated by the Company's computers;
- Other computer software and firmware if it may reasonable be considered to possess commercial potential; and

Registered and unregistered designs and topographies if they may reasonably be considered to possess commercial potential.

[the following is an optional clause to be considered when para 10b is used – it can be deleted where it is not appropriate]

The Company, subject to paragraph 11 below, hereby grants to the University and the Student a royalty-free irrevocable non-transferable non-exclusive licence to use the intellectual property created by the student and arising from the student's activities under this placement for their own non-commercial activities of teaching and scientific or clinical research. Use and/or exploitation of the intellectual property beyond such activities shall be subject to the prior written consent of the Company.

[**Paragraphs 11 - 14 to be included in all cases**

11 Nothing in this letter shall prevent:

a. the creation and submission by the Student of academic work to examiners in accordance with the normal regulations of the University subject where appropriate to such examiners being bound by conditions of confidentiality in no less terms that those outlined in paragraph 12 below; nor

b. if the Student is a postgraduate research student, the placing of the Student's thesis in the library of the University provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in paragraph 12 below.

12 The University and the Student will use all reasonable endeavours not to disclose to any third party any information which is disclosed by your Company to the University and the Student in connection with the placement, and which is marked or labelled by your Company ‘Proprietary’, ‘Confidential’ or ‘Sensitive’ at the time of disclosure.

13 Your Company will treat as confidential all information written, prepared or generated by the student in the course of, and as part of, the placement, and will apply to such information the security procedures which your Company uses in relation to its own confidential material, until either:

a. The information is published in the public domain; or

b. Your Company gives written authority for the release of the information

14 Paragraphs 12 and 13 shall not apply to information which:

a. Is known to the disclosing party before the start of the placement, and not impressed already with any obligation of confidentiality to the party whose rights in the information are protected by those paragraphs (”the information owner”); or

b. Is or becomes publicly known without fault on the part of the disclosing party; or

c. Is obtained by the disclosing party from a third party in circumstances where they have no reason to believe that there has been a breach of an obligation of confidentiality owed to the information owner; or

d. The disclosing party develops independently; or

e. Is approved for release in writing by an authorised representative of the information owner; or

f. The disclosing party is specifically required to disclose pursuant to an order of any Court of competent jurisdiction in order to fulfil the Court Order; or

g. The disclosing party is advised by its information officer that it is required to disclose under the Freedom of Information Act 2000

15 ***[the following paragraphs are required in all cases – with the proviso of paragraph 16 being deleted where appropriate]***

You need to be aware that our students are required to submit all academic work to an academic plagiarism detection service called Turnitin UK to which many higher education institutions subscribe. It comprises a national database of academic work used by higher education institutions against which our students’ work is compared. When a significant degree of similarity is detected between a new submission and a

piece of work already in the database, an academic supervisor can request access to the original document to check for plagiarism - whilst it is our normal practice to agree to such requests, we would not allow access to an original document without taking into account your intellectual property rights. It is also possible for work to be submitted for checking against the database without it then forming part of the database, although we do this only in exceptional circumstances. We are happy to work with you to ensure that your intellectual property rights are protected whilst academic standards are maintained.

16 **[*The following paragraph is not required if the placement is at another academic institution where the student will be studying not working –delete as appropriate*]**

Your company has agreed that it will pay £/€…….. per week/month net of tax/gross to [student] commencing on [date]. The company will in addition/as an alternative to payment provide accommodation for [student] for the duration of the placement in the form of a [studio flat], either on site or within a reasonable travelling distance.

16/17 We always strive to maintain and improve the high quality of our programmes and of our students, and so we genuinely welcome comments from supervisors about any aspects of the programme or the placement.

17/18 Finally, please would you sign and return the copy of this letter which we have enclosed as confirmation that the health and safety and insurance matters referred to above are in place and as confirmation of your Company's agreement to these matters. Once we have received this we will send through the Learning Agreement.

Yours sincerely,