UNIVERSITY OF BIRMINGHAM

CODE OF PRACTICE ON PLACEMENT LEARNING

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1 Introduction

1.1 This Code of Practice sets out University requirements for placement learning. The requirements are based on the precepts of the Quality Assurance Agency's (QAA) UK Quality Code for Higher Education: Part B: Assuring and Enhancing Academic Quality: Chapter B3: Learning and Teaching (December 2011).

1.2 The Code of Practice provides the template for planning new placement learning opportunities and is designed to be helpful for the management and review of existing placement learning provision.

1.3 This Code of Practice applies to all Registered Students, but does not apply to students who are on Leave of Absence. For the definition of what constitutes a Leave of Absence, refer to the Code of Practice on Leave of Absence Procedures.

1.4 It is acknowledged that some Schools may already have extensive procedures in place for the management of placement learning. This Code of Practice is intended to complement such procedures, and provides the minimum requirements for the management of placement learning.

1.5 The Code of Practice does not cover learning outside the institution that is not a planned part of a programme of study, such as part-time, term-time and vacation work which students have arranged for themselves.

1.6 Throughout this document, the word "Schools" may apply to Departments or even individual programmes.

1.7 This Code of Practice applies to placements of a year in length. The extent to which these provisions should be applied to placements of less than a year will be scalable, depending on the length and type of placement activity, however, it is the expectation that these principles will be applied to some degree when placement activity is proposed and reviewed. Advice and support is available from a range of sources including Legal Services, International Relations, College Academic Policy Partners and the Curriculum Management Team. In the first instance, queries should be directed to the Assistant Director, Registry (Policy), who will signpost to the appropriate team.

Scope

1.8 The QAA Quality Code states:

Placement learning is the learning achieved during an agreed and negotiated period of learning that takes place outside the institution at which the full or part-time student is enrolled or engaged in learning. As with work-based learning, the learning outcomes are an intended as integral parts of a programme of study

1.9 Accordingly, this Code of Practice covers placement learning within the following broad programme categories:

.1 *Study abroad:* i.e. programmes which include a year abroad either in place of or in addition to a year that would normally be spent at Birmingham. This category incorporates international exchange and Erasmus exchange.

.2 *Industrial Placement/Work Abroad (including work based learning and professional experience),* i.e. programmes which incorporate a year in industry in the UK or abroad either in place of or in addition to a year that would normally be spent at Birmingham.

.3 *Intercalated years (optional and mandatory)*, i.e. programmes onto which students are enrolled whilst still also enrolled on their primary programme of study. Students enrolled on an intercalated programme suspend their registration on their primary programme of study. Any credit achieved on an intercalated year does not count towards the overall mark for the original programme of study, but may result in a separate qualification), or a suffix to the title of the original programme of study (i.e. BSc Physics with Year in Computer Science).

.4 *Professional and clinical experience placements (UK or international*), i.e. programmes which include industrial, clinical or professional placements as part of their programme requirements leading to professional qualifications (for example, MBChB, BNurs, Initial Teacher Training, BA & MA Social Work).

2 Placement Learning: Approval

2.1 The University, through the Programme Approval Review Committee, is responsible for approving the addition of placement learning opportunities to programmes of study.

2.2 Schools should set out proposals as follows:

(a) In the case of an entirely new programme of study with a placement year, Schools are required to complete the new programme proposal process, which includes the submission of a plan to develop a new programme form, followed by a programme proposal and specification. The “Proposal to add a new placement” form must also be completed.

(b) In the case of the addition of a placement year to an existing programme of study (as either an optional or mandatory year), Schools are required to complete only the “Proposal to add a new placement” form.

2.3 This form, and guidance on its completion, can be found on the Programme and module development web pages:
https://intranet.birmingham.ac.uk/as/registry/policy/programmemodule/index.aspx

2.4 When seeking approval for placement learning opportunities, within new or existing programmes, Schools should address requirements laid out in Section 3, as appropriate.

3 Placement Learning: Academic Programme & Management

3.1 Strategic Fit of the Placement

.1 Schools should establish relationships with organisations or institutions whose missions and national or international standing are comparable to the School's and must consider any potential reputational risks that might arise from the relationship. In evaluating reputational risk Schools should consider the following questions:

- Could you happily justify the placement be justified if asked challenged?
- What would the placement look like if publicised in the media?
- What could go wrong as a result of the placement for the School (staff and students), other stakeholders or the wider University?

If any potential reputational risk is identified then Schools should contact Collaborative Provision (Registry) for further advice.

.2 Schools should determine that a placement provider is able to:

(a) Provide learning opportunities which enable the intended learning outcomes to be achieved. These learning outcomes should be identifiable.
(b) Support students during their placement.
(c) Fulfill their responsibilities under health and safety legislation in the workplace, having regard to the level of skill and experience of students on a placement.

.3 For placements which take place in an academic institution, Schools should normally assess the academic facilities of the placement provider, such as library and computing provision, academic accommodation and teaching facilities and facilities for students with special needs to ensure that they are of an acceptable standard for students registered at the University of Birmingham.

.4 Where a School is proposing a new exchange partner for study abroad, the School will be expected to demonstrate to the Programme Approval Review Committee that due diligence on the above points has been undertaken. This will be demonstrated through the completion of the "Proposal to add a new placement" Form.

3.2 Restrictions on Provision of Placement Learning opportunities

Students from non-EEA countries

.1 Schools should consider carefully the implications for students from non-EEA countries when considering the addition of a placement to an existing programme of study or when considering a new programme with placement provision. While it may be possible for students from non-EEA countries to undertake placement learning, it is very important to remember that these students are not automatically guaranteed a visa for entry to another country for the duration of their placement and will still need to meet rigorous application criteria and make an application in good time to start any potential placement. It is therefore recommended that the Schools contact the International

Student Advisory Service (ISAS) as early as possible (https://intranet.birmingham.ac.uk/as/studentservices/international/index.aspx).

Additional language or skills preparation

.2 Schools should consider carefully the level of written and oral linguistic competence required before a student is permitted to undertake a placement. This will clearly vary depending on whether or not modules taken overseas will contribute towards the Birmingham degree.

Quota

.3 Schools should also take into consideration whether they wish to place any restrictions on participation of students on a placement opportunity. For example, the placement opportunity may be limited by numbers, and Schools may wish to restrict participation in an optional placement year to students who have achieved a certain mark in specific modules, or who have achieved a specified overall year mark. Any such restrictions will be specified in the programme requirements and agreed by Senate or under delegated authority.

3.3 Academic Requirements

.1 Schools should articulate within the programme/module specification:

- The structure of the placement and how the placement contributes to the overall programme of study;
- Professional, Statutory and Regulatory Body requirements, as appropriate;
- How the placement provider will ensure that opportunity is provided to the student to achieve the intended learning outcomes (through a mechanism such as a Learning Agreement);
- Assessment of the placement and the consequences of student failure.

Contribution to Programme

.2 Regardless of the form placement learning takes, Schools need to consider the contribution that placement learning makes to the overall aims of the programme and programme learning outcomes when designing, approving, monitoring and reviewing the programme and when designing and implementing the assessment strategy.

Learning Outcomes

.3 Schools should ensure that their programme specifications and student guidance notes make clear what the expectations are of the placement learning activity. Programme specifications must be clear about the outcome for students if the placement year is failed.

.4 Placement learning opportunities may provide students with many of the outcomes identified in the Framework for Higher Education Qualifications (http://www.qaa.ac.uk/Publications/InformationAndGuidance/Documents/FHEQ08.pdf).

For example, the descriptor for an Honours (H) level degree includes the following statements:

(a) Students should demonstrate the ability to manage their own learning
(b) Students should be able to communicate information, ideas, problems and solutions to both specialist and non-specialist audiences
(c) Students should have qualities and transferable skills necessary for employment requiring the exercise of initiative and personal responsibility, decision-making in complex and unpredictable contexts and the learning ability needed to undertake appropriate further training

Assessment, Progress and Monitoring

.5 The assessment of placement learning should be subject to the usual School procedures for internal moderation and external examining, and standards applied to assessment of placement learning must be consistent with QAA Subject Benchmark Statements and other reference points, such as the Framework for Higher Education Qualifications. If the placement learning forms a substantial part of the module credit, the learning outcomes should be identified and the assessment test whether these agreed outcomes have been achieved.

.6 Programmes which do not require assessment throughout the placement period should have an alternative means of monitoring the academic progress of students on placement to ensure that they are on track for achieving the learning outcomes.

Credit Transfer

.7 When proposing a programme or module involving placement learning in another academic institution which involves the transfer of credit from the placement institution to Birmingham, the School shall need to ensure that the level of the modules is comparable with the Birmingham modules they replace; that workload is appropriate (60 ECTS credits corresponds to one year of full time study in the European Credit Transfer Scheme) and that the module content is comparable. The modules students are allowed to take for credit must contribute to a coherent programme of study and enable students to be prepared for modules they will take when they return to Birmingham.

3.4 Placement Management

.1 The proposal should indicate:

- Academic and other support available to students from the placement provider and the University;
- The name of the Placement Learning Co-ordinator
- Monitoring and evaluation of academic quality and standards and student support and learning opportunities;
- Induction and Preparation: see Section 5
- Health and Safety (including disabled student facilities and access)
- Insurance requirements
- Visa and entry requirements for the Country

Support Available to Students on Placements

.2 In most cases, placement students continue to be registered at Birmingham, and therefore have access to student support services available within the University.

.3 Schools should designate one or more specific member(s) of staff to manage placements (the "Placement Learning Co-ordinator"). In some cases it may be appropriate to have a Placement Learning Co-ordinator for an individual programme of study, particularly where a programme of study spans more than one School.

.4 Schools should ensure that the members of academic staff involved in placement learning are have appropriate access to the information specific to the type of placement, such as health and safety regulations and legislation or competence in another language. Schools are encouraged to ensure that documentation covering the School role is available and that adequate handover between staff takes place when School responsibilities change. Members of staff involved in organising work placements should be aware of relevant legislation and University Safety Policy and know where to get further information on health and safety matters and data protection.

.5 The Counselling Service is currently trialing an online counselling facility which is available to students on placements who are unable to access the service during normal opening hours. Students who wish to arrange online counselling need to register with the service via an online registration form - https://intranet.birmingham.ac.uk/as/studentservices/counselling/index.aspx.

Study Abroad Support (for Staff)

.6 International Relations have created a comprehensive document which sets out guidelines for Staff involved in supporting students on Study Abroad Programmes. For more information, or to obtain a copy, please contact the Study Abroad Office: studyabroad@bham.ac.uk.

Insurance

.7 When planning a new placement learning opportunity, Schools should give careful consideration to insurance matters, particularly in cases where students may be placed in an environment which has particular associated risks. Schools should ask any new prospective placement provider to complete the Student Placement Form of Indemnity (appendix 1) and should keep a copy of this within the student file. In case of any queries, these should be directed towards Gill Kelsall, Insurance Office at g.l.kelsall@bham.ac.uk.

.8 Students should be provided with copies of the summary of cover and contact information in case of emergency. A copy of the summary of cover with contact details can be downloaded from the Insurance Office website: https://intranet.birmingham.ac.uk/finance/documents/public/newtravelcover.pdf

Work Placements

.9 Prior to students commencing on a work placement, Schools should write to the placement provider confirming the placement, and setting out a record of the responsibilities of the placement provider, University (School) and student. Schools should ensure that the placement provider is made aware of the University's Regulations pertaining Intellectual Property[1]. During discussions with placement providers, Schools should discuss the ownership of intellectual property created by students and arising from their studies. If the placement provider is not willing to grant ownership of rights to any intellectual property to the student and the University, including royalties arising from patents, Schools should confirm that the student has been made aware of this situation and that they are content to waive this right.

.10 Schools should also establish what will happen if the student is dismissed by the placement provider, or suspended from the placement, and ensure that the student understands the impact that this will have on their programme of study. A sample letter to a company accepting a student on a work placement can be found at appendix 2.

3.5 Health and Safety

.1 The University's Health and Safety Policy (https://intranet.birmingham.ac.uk/hr/wellbeing/index.aspx) extends to student activities away from University premises including student placements. The document sets out the roles and responsibilities of staff with respect to Health and Safety, including Heads of School. In particular, the Head of School, in liaison with the Placement Learning Co-ordinator, must ensure that: appropriate arrangements are agreed and in place for University staff/students working in premises not under the sole control of the University; and appropriate arrangements are in place for student placements;

.2 The University has a duty to ensure, so far as is reasonably practicable, that students are not exposed to risks to their health and safety. Health and safety considerations should therefore follow a risk based approach.

.3 Schools should ensure that a risk assessment has been carried out for any new placement learning opportunity, including appropriate investigations being made into the health and safety arrangements in place for the learning/ working environment. Please refer to 3.5.5 for a series of questions that Schools should satisfy themselves of when setting up a new placement learning opportunity. A Risk Profile and set of Risk Reducing Actions is attached at appendix 3. The risk assessment form is attached at appendix 4.

.4 It is acknowledged that some placements will be set up as part of an agreement that has already been arranged by International Relations. In these cases, it may not be necessary for Schools to conduct risk assessments. In order to establish whether a risk assessment needs to be carried out, Schools should discuss with International Relations what health and safety checks were undertaken as part of the set up of the agreement, and whether these should be reviewed. Where sufficient health and safety checks have already been carried out by International Relations, the School should indicate this on the "Proposal to add a placement" form.

[1] http://www.birmingham.ac.uk/Documents/university/legal/regulations.pdf, Regulation 5.4

.5 The necessity for a site visits extends to most placement learning opportunities. It is acknowledged, however, that in some circumstances it may be unrealistic or inappropriate for a site visit to be undertaken. In such cases, the risk assessment should be carried out on the basis of the information available. If there are reasonable concerns regarding the safety of students on the placement following the risk assessment, it may be necessary for the School to reconsider undertaking a site visit. In cases where the School does not carry out a site visit on the basis that it is not reasonably practical, it should record the reasoning for this on the Risk Assessment Form (appendix 4).

.6 In terms of Health and Safety Policy considerations, Schools should satisfy themselves of the following:

a) If it is a requirement in the country of the placement for an organization to have a Health and Safety policy, the placement provider should confirm that they have one to the University.
b) It is sufficient for the placement provider to confirm that they are compliant with their own Health and Safety policy and that there is a mechanism in place for students on placement to familiarize themselves with it;
c) School staff should instruct students to familiarize themselves with the Health and Safety Policy of the placement provider;
d) For placements in countries where there is no legal requirement to have a Health and Safety Policy, discussions must be held between the School and the student as to what are appropriate risks and health and safety measures to be undertaken;

.7 When planning a placement learning opportunity, Schools may find it helpful to refer to guidance published by Universities and Colleges Employers Association (UCEA) on the implementation of good Health and Safety Practice on placements:

Guidance on Health and Safety in Fieldwork
http://www.ucea.ac.uk/objects_store/guidance_on_health_and_safety_in_fieldwork.pdf

Guidance on Health and Safety for the placement of Higher Education Students
http://www.ucea.ac.uk/objects_store/ucea_health_and_safety_guidance_for_the_placement_ofhe_students.pdf

.8 Where a School has concerns regarding the risk based approach to Health and Safety of individual placements, they should contact the University's Health and Safety Unit https://intranet.birmingham.ac.uk/hr/wellbeing/index.aspx

Health and Safety for Overseas Travel

.9 The University's Health and Safety Guidance on Traveling and Working Abroad (https://www.intranet.bham.ac.uk/university/hsu/documents/hsguidance/24twa.pdf) states that the Head of the relevant budget centre has responsibility for making arrangements to ensure risks are **minimized and controlled**. These include:

- Bringing the guidance to the attention of those arranging and carrying out work abroad.

- Not allowing travel to 'Prohibited Countries' or 'Prohibited parts of countries'.
- Requiring those travelling and/or working abroad to use the University's insurance.
- Requiring those travelling and/or working abroad to deposit details of their itinerary and contact details with the Budget Centre.

.10 It should be noted that in the case of clinical work, there may be additional health and safety requirements, depending on the nature, purpose and location of the clinical experience. Responsibility for health and safety in clinical work lies with the programme of study to which the student belongs.

.11 In addition, the Foreign and Commonwealth Office (FCO) and Department of Health provide up to date information on dangerous or politically unstable locations and travel health risks. Students are advised that they must check FCO advice for the country and region they are going to immediately prior to travel. More information can be found at: http://www.fco.gov.uk/en/.

4 Placement Learning: Review

4.1 The University, through the Quality Assurance Committee, is responsible for ensuring the quality and standards of placement learning through oversight of the Annual Review process.

4.2 Schools should review their placement provision as part of the Annual Review process. Assessment of placement modules should be subject to scrutiny by External Examiners in line with University policy. Further information regarding the Annual Review and External Examiners processes is available from the Academic Quality Unit: https://intranet.birmingham.ac.uk/as/registry/policy/quality/index.aspx

4.3 There should also be mechanisms in place to solicit feedback from current and former students, placement providers and external examiners to ensure the quality and standards of a placement. Where appropriate, the feedback should be shared with the next student(s) to go on the placement.

5 Induction and Preparation

5.1 Schools are responsible for providing students with detailed information appropriate to their placement learning before the placement learning commences – both via written guidance and briefing meetings.

5.2 Briefing meetings should ideally involve students who have already completed placements previously and incoming exchange students from the relevant countries and institutions.

5.3 The following information should be provided:

Contact Information & Associated Processes

.1 The name of the Placement Learning Co-ordinator.

.2 Contact numbers for support services at the University of Birmingham, such as the student's Personal Tutor, the University Senior Tutor, the Guild of Students' Advice and Representation Service and Nightline.

.3 The names of contacts at the placement organization and local emergency contacts. (Schools should obtain details of next of kin or another person to be contacted in the event of an emergency.)

.4 The process for notifying the student of any significant changes in the location of the placement or working practices.

.5 The process for notifying the University of a student's contact details during their placement.

Contextual Information

.6 Legal or ethical considerations, such as any professional requirements for confidentiality and significant/ relevant differences in legislation, local customs and practices.

.7 Practical issues relating to travel, insurance, financial and banking arrangements, personal security, accommodation, cost of living and any host country formalities (such as residence permits).

.8 Cultural orientation and work expectations.

.9 Emergency procedure whilst overseas.

Health and Safety

.10 Schools should inform students, where appropriate, of the need to check immunization requirements for the country of placement. These should be checked with student's individual doctors as requirements change regularly and depend on the region, not just country, to be visited.

.11 The University's Occupational Health Unit provides services to staff and post-graduate research students. This includes advising on the vaccinations required for placements and providing these, with the exception of malarial prophylaxis and yellow fever vaccination. Advice and vaccination for Post-graduate taught and undergraduate students may be provided, but at a cost to the School. The exception is Clinical Undergraduate Electives when their Occupational Health Service at UHB should be approached.

.12 Schools should also make student's aware of the student's responsibility for health and safety; what to do if the placement provider expects students to do work they consider hazardous or beyond their physical capacity; the role of trade union appointed safety representatives.

Insurance

.13 Schools should make students aware of their obligations in respect of ensuring that they are properly insured as set under 3.4. In order to be covered by the University's Insurance Policy, students must complete student **registration or re-registration** with the University of Birmingham as well as their host institution at the start of each academic session. Insurance cover will not start until the date that the student registers. More information can be found at appendix 5.

.14 Schools should establish in advance of the placement what status students will have; e.g. if a placement is in an organization, whether they will be treated as a member of staff for insurance purposes; and ensure that students are informed of any conditions of their status.

Financial Implications

.15 Schools should make students aware of the financial implications of placement when selecting the programme or how they will spend the year. In addition to statutory support, students on a year in industry/placement and paying full fees are eligible for the Birmingham Grant and Scholarship, if they meet the current criteria. Students on a year abroad are not eligible for the Birmingham Grant or Scholarship. More information can be obtained from the Student Funding Office: https://intranet.birmingham.ac.uk/as/studentservices/funding/index.aspx

Students on International or Erasmus exchanges

.16 Students undertaking an international or Erasmus exchange are required to attend a pre-departure group briefing organised by International Relations. Group briefings are organised by country/region in the Spring term and students are provided with the following information:

1. Study Abroad Handbook, which includes practical guidance to help students prepare for their placement period overseas
2. University of Birmingham Insurance Policy and Health Questionnaire
3. Advice on the Application process
4. Information on Student Funding including the Erasmus Grant (if applicable) and any relevant bursaries and awards
5. Accommodation form for the return year
6. Checklist of things to do before leaving the UK
7. Emergency contact procedures
8. Country-specific information and advice

International students with visa requirements

.17 Where appropriate, students should be made aware of the University's International Student Advisory Service which provides a wide range of support to international students, including, but not restricted to the following:

a) Advice, guidance and information on student visas (entry clearance visas and extension of leave to remain in the UK);

b) Advice, guidance and information on student dependant visas (entry clearance and extensions);

Students with a disability

.18 If any special arrangements are required by a disability or other condition, students should be advised to consult the University's Disability and Learning Support Service (DLSS). This may mean that an existing Student Support Agreement may require alteration to take into account specific situations on the placement. In such cases, the Student, School and DLSS should agree the necessary amendments with the placement provider in advance of the placement.

6 Leaving Placement Learning Before Completion

6.1 If a student contacts the School wanting to leave the placement due to homesickness or other non-medical reasons, they must be made informed of the academic consequences (and where relevant financial consequences) of failing to complete the placement. The student should consult with their personal tutor and the Placement Learning Co-ordinator for their School, and where appropriate, the Welfare Tutor and/or Year Co-ordinator.

6.2 If the student must leave the placement due to medical reasons, the student's personal tutor, and the Placement Learning Co-ordinator (and where appropriate, the Welfare Tutor and/or Year Co-ordinator) should be informed. All students travelling abroad for their placement are automatically covered by the University's insurance policy, providing that they register at the start of each Academic Session and do not participate in activities which would invalidate the policy. For more details, visit https://intranet.birmingham.ac.uk/finance/travel/index.aspx

6.3 In either of the above situations the School should maintain contact with the placement provider and the student.

Implications for Erasmus students of coming home early

6.4 If a student on an Erasmus placement has to interrupt their Erasmus placement abroad and is unable to complete their period of study/work overseas, the British Council (National Agency for Erasmus) may require some or all of the funding to be reimbursed. This will be considered on a case by case basis.

6.5 If the student is unable to complete the minimum mobility period of 3 months due to extenuating circumstances, they may have a second opportunity to undertake an Erasmus placement and receive a grant, but again this is considered on a case by case basis by the National Agency.

6.6 For further guidance, the Erasmus Institutional Contact in International Relations should be contacted.

7 Return to Birmingham

Accommodation

7.1 Although students are responsible for finding their own accommodation, it is good practice for Schools to provide students with details of who to contact in order to facilitate this process. Students should be directed in the first instance to Housing and Accommodation Services https://intranet.birmingham.ac.uk/has/index.aspx

Module selection

7.2 While students are on placement, they need to be informed about and prepare for their next year at the University. Schools should ensure that students participating in a placement have the same access to information (and within the same timescales) as students who are not participating in the placement year. It may be appropriate to include a discussion on module selection for the next year when visiting the students on placement, but in any case, Schools should ensure that students understand the process and timescale for module section for their next year.

Careers Advice

7.3 Students away from the University just before their final year may miss out on careers advice vital to the start of graduate recruitment early if this occurs in the Autumn Term. Schools may choose to assist students by providing careers advice in their handbooks, during visits and upon the students' return to campus.

7.4 The Careers Service delivers many of its advice and information services through its web site and students should be encouraged to take advantage of these to integrate their career planning with their personal development planning. Many Schools include input from the Careers Service in their pre-departure briefings for students and the Careers Service can send information to students at their placement that will support their career planning. Individual support is also available by e-mail.

8 Responsibilities of Students

8.1 Most Schools impress upon students their role as representatives of the institution and responsibilities towards placement providers, customers, clients, patients and employees. This is generally mandated by professional body requirements for programmes subject to Fitness to Practise requirements and is good practice in all placement learning contexts.

'Students have a responsibility to meet the norms and expectations for professional conduct in the particular field of work or study that they are undertaking through the work-based or placement learning including those students who are on an overseas placement. For example, students on a health-related practice must conduct themselves and practice within an ethical framework'

QAA UK Quality Code for Higher Education: Part B: Assuring and Enhancing Academic Quality: Chapter B3: Learning and Teaching

8.2 Where a placement may provide the student's first experience in a foreign country or work environment, it is also important to inform students of their responsibilities for

managing both their own learning and professional relationships, recording progress and achievements and for alerting the placement provider and University to problems with the placement as soon as possible.

8.3 Students have a responsibility to make themselves aware of the level and content of any modules that they will be studying whilst on their placement year, as well as ensuring that they have received information from their School as to how their placement year will be assessed, and the implications of failure.

Insurance

8.4 All students must ensure that they abide by the terms and conditions of the University's Insurance Policy. In order to be covered by the Policy, it is the responsibility of the Student to re-register at the start of each year. If they do not re-register, they will not be covered by the University's Policy.

8.5 Students are responsible for ensuring that they have the appropriate level of cover for any activities that they undertake. For example, if the student intends to participate in certain sports, they may required to take out separate insurance, which they are responsible for paying for. More information can be found here: https://intranet.birmingham.ac.uk/finance/travel/index.aspx

8.6 Students are responsible for checking with the host institution if additional insurance is required. For example, some American institutions require extra cover to be taken out in addition to the University of Birmingham's insurance cover. If this is the case, students are advised to contact Gill Kelsall, Insurance Office for advice g.l.kelsall@bham.ac.uk. If additional insurance is required, it is the student's responsibility to pay for this.

Health and Safety

8.7 It is the responsibility of students on placements to comply with any instruction given to them by an appropriate supervisor and to bring any questions or problems, particularly those of understanding, to the attention of their supervisor. Participants must acknowledge their own responsibilities for the health and safety of both themselves and others. The authority and responsibilities of any other designated supervisor in relation to safety must be clearly defined and understood by all members of the party.

8.8 Students undertaking work placements will normally have the same legal duties as other employees in the workplace. Students are required to:

(a) Take reasonable care of their own health and safety and that of others affected by their acts or omissions
(b) Co-operate with the placement provider in complying with the provider's legal duties
(c) Maintain commercial confidentiality
(d) Not interfere intentionally or recklessly with, or misuse, anything provided in the interest of health, safety or welfare

8.9 It is the responsibility of the student to ensure that they have received the correct vaccinations etc, for the country/area to which they are travelling (and taking account of

any increased risk created by the nature of the proposed study experience) in sufficient time for them to be protected on arrival.

Student Attendance and Reasonable Diligence

8.10 The University of Birmingham has a Code of Practice identifying the steps to be followed when students (on all undergraduate and postgraduate programmes of study) are not showing reasonable diligence in their approach to their academic studies due to unsatisfactory attendance and/or lack of academic progress. This Code of Practice applies to full-time and part-time students, and applies to those on placements as part of their programme of study. The Code of Practice applies equally to students who are based in the UK or overseas.

8.11 It is the responsibility of the student to familiarise themselves with the provisions of this Code of Practice, and they may seek advice and guidance on its interpretation and operation, and its associated procedures, from their UoB School, Registry, or the Advice and Representation Centre of the Guild of Students.

8.12 The Code of Practice on Student Attendance and Reasonable Diligence is available at: http://www.birmingham.ac.uk/Documents/university/legal/student-attendance-reasonable-diligence.pdf

9 Responsibilities of Placement Providers

9.1 Work-based or placement providers should be encouraged to play an active role in the opportunities provided for the student. To support them in this role they need clear information from the Schools about the objectives of the work-based or placement learning, their specific roles and responsibilities, the nature and scope of the activity involved and how responsibilities are to be fulfilled. They will benefit from guidance about their involvement in the procedures for the monitoring of the progress of students and mechanisms for reporting to the awarding institution at the end of the work-based or placement learning opportunity.

9.2 A work-based or placement provider may be involved in providing a mentoring or supervising role. The responsibilities of these important roles need to be clearly identified and any training for the mentor or supervisor provided before the student begins the opportunity.

9.3 It is good practice to inform the work-based or placement provider about visits from the academic or support staff, and any change(s) in the student's circumstances, in advance of the provision commencing.

9.4 Work-based or placement providers find it helpful to have clear information about action to be taken if they are no longer able to offer a work-based or placement learning opportunity or if they have any kind of problem or complaint concerning the conduct of the student.

9.5 Once a placement provider has been deemed an appropriate partner for Birmingham, there are three main areas of responsibility of which placement providers need to be aware:

(a) Provision of learning opportunities
(b) Role of placement providers in assessment
(c) Role of placement providers in ensuring the Health and Safety of students

(a) Provision of learning opportunities

.1 Once the level and content of modules and workload is established with a partner institution, it is necessary to ensure that students have access to the modules they require for their degrees. Schools should agree with placement providers the level and content of modules offered and accessibility of modules to UoB students, particularly with regard to the learning outcomes which must be achieved as part of the placement. The Erasmus Scheme requires a 'Learning Agreement' to be drawn up between both institutions prior to a student's departure. This lists the modules which the student has chosen; confirms that the home institution considers these modules to be appropriate and that the placement provider guarantees their availability. A Learning Agreement forms a useful safeguard for students and should be seen as a model for placements wherever possible. In instances where students organise their own placement, it is important that they are aware of the learning outcomes they must meet whilst on the placement.

(b) Role of placement providers in assessment

.2 Although an evaluation of the student by the placement provider may not contribute to degree credit, it has been identified by many professional and statutory bodies as a required aspect of a student's professional development and as useful in terms of personal development.

(c) Role of placement providers in ensuring the Health and Safety of students

.3 Placement providers are responsible for providing a full induction to the student embarking on the placement. The student must be informed of any significant risks and should receive suitable information, instruction, training and supervision. Should the student be expected to work with machinery, equipment or substances hazardous to health, safety precautions must be taken, first aid facilities must be available, training, supervision and protective equipment and clothing must be provided, and emergency procedures must be communicated to the student.

9.6 Placement providers are responsible for making any reasonable adjustments which are recommended as part of a Student Support Agreement (see section 5.18).

UNIVERSITY OF BIRMINGHAM - STUDENT PLACEMENT FORM OF INDEMNITY
(not for use where student is undertaking a placement in a company)

Institution providing placement _____

Name of Student _____

Duration of Placement From _____

To _____

Placement Provider's Declaration

a) We have a written Health and Safety Policy
b) We confirm we have undertaken a risk assessment of our work practices to identify, minimise and/or eradicate possible risks to the student and that we will provide an appropriate induction to the student to minimise these risks
c) We confirm we have in force Employer's and Public liability insurances and that the student and/or accompanying teacher is deemed to be an employee for the purposes of these insurance policies
d) We confirm we have advised appropriate insurers of the proposed placement(s)
e) Should the student be expected to work with machinery, equipment or substances hazardous to health safety precautions will first have to be taken, first aid facilities will be available and training, supervision and protective clothing will be provided
f) We will keep all personal data confidential in accordance with the UK Data Protection Act 1998 or equivalent legislation

Signed on behalf of the institution providing placement

Name _____

Position Held _____

The University agrees to indemnify the placement provider _____
and its Servants and Agents against claims for damages, loss, costs and expenses incurred as a result of bodily injury to persons &/or damage to material property arising out of any negligent act or omission of such Student(s) in the course of the placement period.

PROVIDED that:

a) notice in writing shall be given to the University of Birmingham as soon as practicable of any action or claim brought or made or threatened against you and that you shall not settle adjust or in any way compromise such action or claim without the University's consent.

b) this indemnity will not apply to the extent that such liability results from any act or neglect of the Placement Provider its Servants or Agents.

Signed on behalf of University of Birmingham

Name /Position _____

Date _____

Letter to a company accepting a student placement

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

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,

Risk Profiling and Risk Reducing Actions

Factor	Risk Profile		Indications	Possible specific action to reduce risk
Work Factors	**High**		Work with hazards that have potential to cause permanent injury or fatalities, including: • Construction site with work at height, dusts, moving machinery, electrical systems. • Operation of machinery with mechanical hazards such as high speed rotating parts, crushing or entanglement risks. • Laboratory work with toxic/hazardous materials. Community work with known high risk groups of clients or locations (drug abusers, homeless, violent patients). Work with animal bedding or large or dangerous animals. Work involving significant hazards in small companies that do not have professional health and safety advice. Un-supervised work with children or vulnerable adults	Seek confirmation from placement provider about expectations of student's prior competency in high risk activities, and ensure student meets these. Confirm that training & supervision will be provided by the placement provider throughout the placement. Include in the written communication with the placement provider. Consider pre-placement site visit. Check University HR and student policies. The student will need a Criminal Records Bureau check.
	Medium		Working in proximity to high risk factors (but not directly with them.) Supervised work with children or vulnerable adults	Seek confirmation from placement provider that the student will not be expected to participate in high risk activities, and will be appropriately supervised in medium risk activities. Include in the written communication with the placement provider. Check University HR and student policies. The student may need a Criminal Records Bureau check.
	Low		Office work or other low hazard environments and activities.	None
Travel and Transportation Factors	**High**		Significant travel to reach placement, prolonged or on local transport facilities known to be high risk (poor driving or vehicle safety standards). Demanding travel during placement. Student required to drive others in unfamiliar vehicles.	Brief student on travel arrangements, discuss implications with them. Consider their experience. Get confirmation from them that they have relevant driving licences and insurances. Consider reducing risks by providing accompanied travel where practicable. Specify regular contact times.
	Medium		Night travel Long daily commuting requirement.	Brief student on travel arrangements. Confirm that these are acceptable to them.

Factor	Risk Profile		Indications	Possible specific action to reduce risk
			Student required to drive familiar vehicle in reasonable conditions.	Advise them to check that they have the necessary driving licences and insurances.
	Low		No significant travel, comfortable daily commute. No driving associated with placement.	None
Location and/or Regional Factors	**High**		Significant risk of civil disorder, crime or similar danger (e.g. placement in war zones, countries where the Foreign and Commonwealth Office (FCO) advises against travel). Unavoidable lone or remote working in proximity to significant risk (e.g. medical student elective in a refugee camp). Medical and rescue services not available quickly or locally. Means of communications likely to be difficult or compromised.	Check Foreign and Commonwealth Office restrictions and recommendations. Consult guides on appropriate behaviour, clothing, etc. Arrange briefing/information to be provided in conjunction with someone with local experience or knowledge of conditions (e.g. student on previous placement or a placement practitioner at a local HEI in the overseas country).
	Medium		Higher than normal risk of civil disorder, crime or comparable danger. Delays likely in communicating with tutors and others. Placements abroad in areas identified as low risk by the Foreign and Commonwealth Office.	Check Foreign and Commonwealth Office restrictions and recommendations. Provide information to students on guides on appropriate behaviour, clothing, etc. Supplement general briefing with information about medium risk factors.
	Low		Placements in the UK with no significant local risks.	None.
General/ Environmental Health Factors	**High**		Regional/local health risks require mandatory and specific health protection measures e.g. inoculations. Local climate is very hot or potential for high UV exposure. Very hot or strenuous working conditions (e.g. manual working outdoors in the sun). Very cold working conditions (e.g. catering placement in a food cold storage/cook chill or freeze facility).	Student needs to confirm that they have sought and followed advice from their General Practitioner or a Travel Clinic. Consult the University's Occupational Health for advice.
	Medium		Regional/local conditions require some precautionary measures, e.g. optional inoculations against diseases, or a medical travel kit is a sensible precaution.	Student needs to confirm that they have sought and followed advice from their General Practitioner or a Travel Clinic. Student should consider taking a medical kit as a sensible precaution.
	Low		No significant environmental health risks.	None
Individual Student	**High**		The student has personal factors (e.g. health, disability, linguistic or differing national	Discuss activities of high risk with the student, try to eliminate or reduce

Factor	Risk Profile		Indications	Possible specific action to reduce risk
Factors			expectations) which may increase the risk of illness or accident during work-related activity even following adjustments. The student has personal factors (e.g. health, disability, linguistic or differing national expectations) which may require specific adjustments or support if living away from home, or makes them susceptible to episodes of illness. The student's knowledge, understanding, and skills are low for the type of work.	them where possible. Contact the University's Disability Advisor in the first place to develop reasonable adjustments. Confirm these in the written communication with the placement provider. Consider the pre-placement site visit.
	Medium		The student has personal factors (e.g. health, disability, linguistic or differing national expectations) which may require specific adjustments or support during work, or in social interactions at work.	Engage with occupational health professional/ disability support professionals to develop reasonable adjustments. Confirm these in the written communication with the placement provider.
	Low		The student has no long-term medical conditions or disability likely to cause episodes of illness or require specific support whilst on placement. Student has relevant knowledge, understanding and skills for the type of work.	None
Insurance Limitations (see appendix 5 for more detailed guidance)	**High**		Placements in Africa and South America can be problematic with regard to insurance cover. Locations where the placement provider's insurance does not cover the student for personal or third party liability associated with the work by the student. Placements Offshore. Locations advised by the Foreign & Commonwealth Office as high risk.	If appropriate insurance cover cannot be obtained, consider alternative placements. If placement is to proceed, additional specific insurances may be available. Consult the university's Insurance Office. Brief student on limitations of insurance cover (the small print). Check that necessary insurance has been obtained.
	Medium		Medical Healthcare insurance for placements in the USA. Clinical placements in Australia.	Consult the University's Insurance Office. Check that necessary insurance has been obtained. Brief student on limitations of insurance cover (the small print).
	Low		Locations, activities and/or circumstances that are automatically included in the University's insurance cover. UK locations (where the placement provider must have employers' liability insurance cover).	None

Risk assessment form

To be completed for each placement or group of placements. Schools may add additional programme specific risks as necessary

1. Risk Assessment and Further Specific Actions Necessary	**Risk Profile (High, Medium or Low)**	**Record of actions necessary?**	**Date of completed actions**
Work and/or study Factors			
Travel and Transportation Factors			
Location and/or Regional Factors			
General/Environmental Health Factors			
Individual Student Factors			
Insurance Limitations			
2. Conclusions		**Record of actions necessary?**	**Date of completed actions**
Is a site safety visit required before placement is approved?	Yes / No		
Are the risks tolerable such that the placement can be approved?	Yes / No		

Prepared by: **Date:**

Have the above actions been completed? **Yes / No**

I (print name: **) approve this placement.**

Insurance

Insurance: General introduction

The University owes a duty of care to its students and needs to take reasonable steps to ensure that the students are not injured during placement activities

Insurance needs to be considered from the various perspectives of what could go wrong and who can be adversely affected. This appendix provides a brief summary of generally available insurance cover that is particularly relevant to student placements.

Placement Learning Co-ordinators can seek further advice from the Insurance Office, they may also need to consider if a risk assessment is appropriate to be prepared for the proposed placement by a responsible person.

The University is not approved by the Financial Services Authority either to charge students for insurance cover or to provide advice to students on insurance cover.

To comply with Financial Services Authority regulations, Departments must not recharge students for the cost of insurance.

Cover for legal liability to the student
The University's Public Liability Insurance provides cover in respect of the University's own legal liability to its students (and to the placement provider if the University were found to be liable). The student (and the placement provider) can be assured that the University will have the resources to meet a legal claim from anyone who suffers as a result of something that is the fault of the institution. This insurance will not cover anything that is the legal liability or responsibility of someone else (including the student), and for placements in the UK it would be normal to expect the placement provider to have equivalent cover in place.

For work placements, the placement provider may have Employers' Liability (EL) or Workers' Compensation Insurance that will provide cover for the placement provider's liabilities to the student.

An important feature of this type of liability insurance is that payment of compensation will depend on the student establishing the legal liability of the HEI or placement provider.

The Public Liability cover will indemnify the Host Organisation (and the Institution as a Principal with agreement of the organization) if, following injury or damage, a third party subsequently makes a claim against the Host Organisation.

Cover is on a legal liability basis and the Host Organisation must be deemed to be legally liable before any injury or damage payment is made

Injuries to the student during the course of work on placement – UK placements
Within the United Kingdom the placement provider is responsible for the health and safety of the student whilst on placement as if the student were their employee.

Most employers are required to hold Employers' Liability (EL) Insurance, and there is an agreement among the UK insurance industry that work experience persons will be regarded as employees by all UK insurers and covered by EL policies.

Placement Learning Co-ordinators should ask providers if they hold EL Insurance. 'No' answers will need to be referred to the University's Insurance Office with details of the placement.

Some employers are exempt from the compulsory insurance requirement. Notably these include Government bodies and family operations. Government departments may seek to contract out of their legal responsibility for the health and safety risk to placement students and transfer the risk (and the need for EL Insurance) to the University. The University's Insurers may be prepared to cover these placements on an individual basis subject to prior notification: contact the University's Insurance Office.

Injuries to the student during the course of work on placement – international placements

When students are placed overseas the position becomes more complex. In France for example, placement students are subject to a Convention de Stage agreement under which they are regarded as employees and the placement provider generally accepts *résponsibilité civile* for them under French law. However, some non-French organisations providing placement opportunities in France may refuse to accept this responsibility and attempt to transfer the risk to the University. Insurers can cover these placements on an individual basis subject to prior notification and depending on the contract terms: contact the University's Insurance Office in advance of the placement.

When seeking information regarding a placement overseas, ask placements providers if their insurance covers liability for injuries or sickness suffered by placement students attributable to their duties with the organisation.

'No' answers will need to be referred to the University's Insurance Office with details of the placement. If there is no requirement in the country concerned for EL type insurance then the student needs to be advised accordingly by the placement organiser. The student needs to register their trip online at https://intranet.birmingham.ac.uk/finance/travel/index.aspx and they will be covered by the travel policy within its terms and conditions and note this policy does include Legal Expenses cover within it

A few countries may require EL type insurance (also known as Workers' Compensation Insurance) to be placed locally. A notable example is Australia. This is likely to be cost-prohibitive; so unless the placement provider can offer the necessary cover, or the Workers' Compensation bought/funded, the placement cannot go ahead.

Cover for the legal liability of the student

The personal liability of the student is operative within the travel cover on a legal liability basis and within the limits applicable on the business travel policy. The University's own Public Liability policy will provide :

i) Indemnity to students;

ii) Extend the personal liability overseas cover to indemnify students including whilst working as long as a Student Placement Provider Form is completed

Anyone driving a motor vehicle will normally require compulsory motor vehicle third party insurance, although this may be provided by the placement provider if the student is driving on the provider's business. Students driving their own vehicles or a relative's for work purposes need to check they have insurance that covers 'business purposes' and not just 'social domestic and pleasure' use of the vehicle.

Students' liability for Injuries and/or property damage that they may cause - UK placements Within the UK, employers are vicariously responsible for the negligent acts of their employees including students on placement, if such acts cause injury to others. This liability will be covered by the placement provider's EL policy (see above).

Vicarious liability does not apply if the student acts in a wholly unpredictable and irresponsible manner, in which case the individual student may be held personally liable.

In most circumstances, as the provider is responsible for supervising the placement student during their duties, then there is no liability on the part of the student or the University in the event of damage to the provider's property or that of any third party where the student is working under the supervision of the provider. The only exception is where the student acts with deliberate malicious intent or in a wholly irresponsible way.

The University holds Public Liability ('third party') Insurance to indemnify the University in the eventuality that it is held legally liable for a student's actions (e.g. if an HEI tells a placement provider that a student has certain skills or training that they do not have) and such actions cause injury or property damage. This insurance may also indemnify the student in circumstances where the University would have been responsible had the case been brought against it rather than the individual student.

Such insurance will not indemnify students for the consequences of any deliberate malicious or irresponsible acts on their part.

Students' liability for injuries and/or property damage that they may cause – international placements
The University Business Travel Policy has Personal Liability within the cover which will respond if we are deemed legally liable to pay damages in respect of accidental bodily injury (including death and illness) to any person or accidental loss of or damage to material property

However, such insurance will not indemnify students for the consequences of any deliberate malicious or irresponsible acts on their part.

Personal accident, travel and health insurance
Although not a substitute for liability cover, personal accident insurance does provide 'no-fault' compensation in the event that the student suffers injury or death as the result of an accident, whether occurring as part of the placement or otherwise. This cover is included with the travel insurance policy, or might be provided by the placement provider. The student must register

their trip online for the travel insurance as previously stated at https://intranet.birmingham.ac.uk/finance/travel/index.aspx. The University's travel policy provides:-

Free emergency assistance and advice, and

- Insurance cover for:
    - Emergency medical expenditure (N.B. an emergency means anything that is unexpected (as opposed to regular treatment for an existing condition); it does not have to be a serious or life-threatening event).
    - Emergency repatriation expenses.
    - Loss of personal belongings, baggage and money.
    - Cancellation and curtailment costs.
    - Personal liability.
    - Legal expenses.
    - Emergency evacuation expenses.
    - Recreational activities (although specific hazardous activities may be excluded).
    - Limited personal accident benefits.

The medical cover is for Emergency Medical and Dental treatment and the full policy document is held within the Insurance Office if queries arise. However the student is advised to take copies of the relevant summary and contact information from the website with them.

Students on overseas placements should be advised to take out appropriate and adequate insurance if they intend being involved with personal activities such as extreme sports etc as these are not included in the University policy

It is necessary to consider policy exclusions that apply on the University policy some of which are noted below:-

- Life-style exclusions (claims arising whilst under the influence of drugs/alcohol).
- Claims relating to suicide or attempted suicide, or deliberate exposure to danger
- Activity exclusions (excluding claims arising from 'dangerous' activities – the definition of 'dangerous' varies but may include motor cycling as well as winter sports, i.e. exclusions are not limited to just parachute or bungee jumping).

Some universities and other organisations in the USA require that the student pay for US medical healthcare insurance. This is common in California. Prices vary from institution to institution, but typically will not be less than $500 (US). If a student comes across this they may wish to contact the insurance office for clarification as there is always a worry of double insurance here

Professional liability

General

Students training for a profession may be held legally liable for professional risks. Insurance for professional or business activities undertaken as part of the placement would normally be covered by professional indemnity insurance or in appropriate cases medical malpractice insurance. This can also be known as clinical negligence, or errors and omissions insurance.

The University does have Medical Malpractice cover within the Public Liability Policy provided the individual is working under the supervision of a Medically Qualified Practitioner, this covers claims made against the University, Employees and its students

Medical students

Students working within NHS hospitals in the UK are covered for professional risks under the Clinical Negligence Scheme for Trusts. The practice's medical malpractice cover should cover those placed with the GP's practice in the UK.

If the placement is in a private hospital, hospice or nursing home, the placement organiser needs to ask the provider if their insurance covers the liability of the student for injuries to third parties, including clinical errors, or property damage arising from their duties within the organisation. If the provider answers 'No' to this question, the placement should be referred to the University's Insurance Office for further advice.

Medical students can join a professional body (e.g. the MDU or MPS) that will provide discretionary medical malpractice benefits for their elective periods on request if they are not being supervised as noted in the Medical Malpractice note above

Placement providers overseas should be asked if their insurance cover liability includes the student for any damage arising from their duties within the organisation. 'No' answers should be referred to the University's Insurance Office with full details of the placement, as the University's insurers may need to consider their position here. Proposed placements in Australia should ask the provider if their insurance covers the liability of the student for injuries to third parties, including clinical errors, or property damage arising from their duties within the organisation. If the provider answers 'No' to this question, the placement cannot go ahead.