

Health and Safety Tripartite Agreement between the Student, the Placement Provider and University of Leeds:

Placement of (Student's name and ID Number)		
At (Placement Provider)		
Dates of Placement		

The University of Leeds, the Student and the Placement Provider have a role in the Student's health, safety and welfare whilst on placement.

### In the UK

The Placement Provider will treat the Student as they would one of their employees with regard to the Student's health, safety and welfare; fulfilling the obligations of the Health and Safety at Work (etc) Act 1974. Therefore the primary statutory duty of care and consequent liabilities rest with the Placement Provider.

The Student will behave as if an employee of the organisation and will therefore abide by duties outlined in Sections 7 and 8 of the Health and Safety at Work (etc.) Act 1974.

#### **Overseas**

The Placement Provider will treat the Student as if they were one of their employees for the limited purposes of the Student's health, safety and welfare; and will fulfil the obligations of the Health and Safety Legislation in the Country where the placement is to take place. The primary statutory duty of care and consequent liabilities rest with the Placement Provider.

The Student will behave as if an employee of the organisation and will therefore abide by duties outlined in the Health and Safety Legislation in the Country where the placement is to take place.

This is an agreement between the Student, the Placement Provider and the University of Leeds. In consideration of the reciprocal commitments and obligations undertaken by each party, this document shall be regarded as a legally binding agreement. It is agreed as follows that:

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# The University will:

- Prepare the Student for the placement and ensure they are aware of general health and safety aspects; it should be noted this is only general in nature and will not cover any of the specific information needed for any particular job or workplace.
- Provide the opportunity for the Student to feedback to the University any problems they have encountered or concerns they have prior to, during or following a placement with regard to health, safety and welfare.
- Respond to any positive and negative feedback relating to health, safety and welfare during their placement by informing the Placement Provider.
- Where deemed necessary, appoint a tutor to visit the Placement Provider prior to the placement and / or to visit the Student during the period of the placement (this will be agreed with the Placement Provider dependent on level of risk).
- Undertake a risk management action plan; this will be available to both the Placement Provider and the Student.

### The Student will:

- · Behave in an effective, safe and reliable way.
- Inform the Placement Provider and the University of any personal factors, health (including mental health) concerns or disabilities that may require specific adjustment(s).
- Attend any briefing sessions given by the University or Placement Provider and familiarise themselves with any information provided before the placement begins.
- Inform the University of their contact details for the duration of the placement.
- Follow the rules, practices and processes regarding health and safety of the Placement Provider, including any training and instruction that is required.
- Carry out the work specified under the appropriate supervision of nominated individuals of the Placement Provider.
- Inform the Placement Provider of any concerns with regard to health and safety.
- Consult and inform the University of any changes to the conditions of the placement.
- Report any accidents or near misses to the Placement Provider and the University as soon as possible.
- Inform the University if any concerns with regard to Health and Safety that have been raised with the Placement Provider are not addressed.

## The Placement Provider will:

- Sign and return this agreement to the University's named Placement Coordinator.
- Provide the Student with an induction in the workplace health and safety arrangements, including
  arrangements in the event of a fire; in the event of an accident or incident and with regard to the
  specific hazards that may be encountered in the workplace and the health and safety precautions.
- Have a plan of the work to be undertaken by the Student and associated health and safety training to be undertaken.
- Ensure the Student has a Supervisor within the work environment and that the Student knows who to contact in the workplace regarding any health, safety and welfare issues.
- Comply with appropriate health and safety legislation.
- Include the Student in the risk assessment process for the activities they are involved in, taking into consideration that the Student may lack experience in the activity.

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- Ensure the Student is made aware of the risk and control measures associated with the activities, by way of a suitable risk assessment process.
- Provide appropriate information, instruction, training and supervision in working practices and in the relevant control measures as identified by your risk assessments to allow them to fulfil their role.
- Have a system for recording and investigating accidents and incidents.
- Notify the named Placement Coordinator at the University of any accidents and incidents involving the Student, as soon as possible.
- Facilitate access to Students for visits by their nominated tutor, by prior agreement.
- In cases of serious breaches of discipline by the Student inform the named Placement Coordinator at the University.
- Inform the Academic Tutor or Placement Coordinator if a student fails to attend as agreed.

The Student is not deemed to be an agent of the University and the University will not be liable for the actions / inactions of the Student.

# Insurance

### **UK Placements**

The University of Leeds requires that the Placement Provider will have effective liability insurance(s) in place for the period of the placement and that these will apply to the placement student in the same way that they would for a member of staff. The insurance cover must provide an indemnity in respect of damages awarded to a student for personal injury, loss or damage sustained by the student. If this creates any questions or problems please contact the University of Leeds named contact.

# **Overseas Placements**

The University of Leeds requires the Placement Provider to provide details of its liability insurance, indicating the extent (and any limitations) of the cover that it will provide to the student whilst on a work placement.

The Placement Provider should discuss any queries or difficulties with the named University of Leeds Placement Coordinator, in the first instance. If the University of Leeds Placement Coordinator has any concerns about the level of cover being offered, they should discuss this with the Insurance Officer or Legal Adviser (in the Secretariat) or with their Health and Safety Manager.

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# **Jurisdiction**

This Agreement remains subject to English law and the non-exclusive jurisdiction of the English Courts.

Signed Placement Provider's Nominee	
Name and Job Title	
Contact Details	
Date	
Signed University Nominee	12.11./h
Job Title and Contact Details	INDUSTRIAL PLAZEMENT TUTOK a.l. Pickles @leeds. ac. UK
	a. r. pickles a leeds. ac. UK
Signed Student's Name	
Date	

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