

Health and Safety Tripartite Agreement between the Student, the Placement Provider and Manchester Metropolitan University :

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

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

The Placement Provider will treat the Student as 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 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.

This is an agreement between the Student, the Placement Provider and the Manchester Metropolitan University. 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:

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.
- 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.
- Ensure they have adequate Employers' Liability and Public Liability (or the international equivalent) insurance in place to cover injury/illness to the student as a result of the placement activity, and loss/damage to a third party caused by the student as a result of the placement activity.

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

For MMU students arranging placements in the UK, placement organisations need to have their own insurance in place as the students will be classed as an employee during the time that they are on placement. This means confirmation will need to be sought, that the student is covered under the placement organisation's Employers' Liability policy and a copy of their insurance certificate should be requested:

- Employers Liability insurance – (£5 million minimum and compulsory for companies in the UK under the Employers Liability Act 1969)

Overseas Placements

Insurance for Placements abroad

Insurance provided by MMU

MMU provides worldwide travel insurance for students travelling on placements. This provides cover for travel related risks, such as medical expenses, cancellation or curtailment and loss of personal belongings.

Students must register online for the University's travel insurance, even if they already have their own personal insurance policy.

If a student is travelling within the European Economic Area, they should arrange for a European Health Insurance Card (EHIC). More details can be found at <http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about-the-ehic.aspx>

Insurance provided by the Placement Organisation

The student should be covered by the placement organisation's Employers' Liability or Public Liability (or equivalent international insurance) for accident, injury or illness caused by the placement organisation's negligence. The insurance should also include cover loss or damage to a third party caused by the student whilst carrying out their placement activities. Confirmation that this insurance is in place must be sought prior to agreeing the placement.

Placements over 365 days

The University must notify its insurers of placements longer than 365 days. If a student is going to be away for more than 365 days, please email the Insurance Officer (insurance1@mmu.ac.uk) with the following information:

1. Name of student
2. Dates the student will be on placement (inclusive)
3. Activities the student will undertaking
4. Company/organisation the student will be on placement with
5. Country and address of the organisation where the student will be placed

- 6. MMU contact
- 7. Department the student is based in

Placements in High Risk Destinations

If a student intends to carry out a placement in a high risk travel destination, the student’s Faculty should assess the risk. A risk assessment template is available for this and can be obtained from the Insurance Officer. Information on travel destinations can be obtained from the Foreign and Commonwealth Office website (<https://www.gov.uk/foreign-travel-advice>).

[For further help or advice on insurance for placements, please contact the University’s Insurance Officer \(insurance1@mmu.ac.uk\).](mailto:insurance1@mmu.ac.uk)

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	
Job Title and Contact Details	

Signed Student’s Name	
Date	