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**Template Work Based MSc Project** Agreement/Memoranda of Understanding

By signing this document the Student, the WBP staff and the Employer Organisation confirm that they will abide by the principles of the Quality Commitment for MSc Work Based Projects (WBPs) available [here](http://www.makingthemostofmasters.ac.uk/MMM_toolkit/employer_organisations/quality_commitment).

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| **THIS AGREEMENT** is made on the *{insert date}* |  |

**BETWEEN**

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| 1. University of XXXX

*{insert name of school}*  |  |

1. The Student *{insert name and address of the student}*

|  |  |
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1. The Employer Organisation *{insert name and address of Employer Organisation}*

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**REPRESENTATIVES**

|  |  |  |
| --- | --- | --- |
| The Organisation’s representative shall be: | **Name:** |  |
| **Position:** |  |
| **Email:** |  |
| **Telephone:** |  |

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| The University’s representative shall be: | **Name:** |  |
| **Position:** | University MSc Project Supervisor |
| **Email:** |  |
| **Telephone:** |  |

All communications between the University and the Organisation for the purpose of the project shall be through the representatives mentioned above. This Agreement is to be signed by the Employer Organisation, the Student and the University Supervisor at the stage where the initial project outlines are refined and **before commencement of the project**. The agreement represents the entire understanding between the parties and supersedes all other promises or arrangements. It is intended as a guidance document and is not legally binding.

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| **Signatures** | **Date** |
| University Representative |  |  |
| Organisation Representative |  |  |
| Student |  |  |





1. **WBP Project Plan**

This should be completed by the Student, in collaboration with the key contact in the Employer Organisation named below.

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| **Name and position of the key contact in the Employer Organisation:** |
| **Contact email and phone number:** |
| **Where will the student be working and approximate time spent in host Employer Organisation?** |
| **Title of proposed project:** |
| **Please describe the project in approx. 100-150 words outlining its context, aims and set objectives, and methodology and data (if known)** |
| **Any specific outputs required by the Employer Organisation (e.g. executive summary, presentation of results to particular stakeholders etc.)** |
| **Any additional requirements (e.g. specific skills/experience the student should have)** |
| **Do you foresee any Intellectual Property, or confidentiality issues? If so, what form might these take?** |

**2. Health and Safety**

* 1. The Employer Organisation shall comply with all health and safety laws, rules and guidelines and shall be responsible for the health and safety of the Student whilst on its premises or elsewhere in connection with the Employer Organisation’s business activities.
	2. It is recognised that the Student will not be familiar with the Employer Organisation’s premises and the Employer Organisation will adapt its procedures and supervision accordingly.
	3. Where required, the Employer Organisation will carry out a risk assessment, provide training and protective clothing and equipment, make the Student fully aware of any special hazards or dangers and immediately report any accidents involving the Student to the University.
	4. The Student is required to: take reasonable care to avoid injury to themselves and to others; not interfere with or misuse any clothing or equipment provided to protect their Health and Safety; and to report any accident or injury immediately following the Employer Organisation’s procedures.

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|  | **Pre-placement Health and Safety Checklist to be completed by the Organisation if the Student will spend time on-site or conducting fieldwork in relation to the WBP** | **YES** | **NO** |
| 1 | Do you have a written Health and Safety policy? |  |  |
| 2 | Do you have a policy regarding health and safety training? Will you provide all necessary health and safety training for the Student? |  |  |
| 3 | Is the Organisation registered with Health and Safety Executive or the Local Authority Environmental Health Department?  |  |  |
| 4 | **Insurance** |  |  |
|  | Is Employer and Public Liability Insurance held? |  |  |
|  | Amount of Indemnity held in £ (for example £5 million) | £ |
| 5 | **Risk Assessment** |  |  |
|  | Do you carry out risk assessments of your work practices? |  |  |
|  | Are the results of risk assessment implemented? |  |  |
| 6 | **Accidents and Incidents** |  |  |
|  | Is there a formal procedure for reporting and recording accidents and incidents? |  |  |
|  | Have you procedures to be followed in the event of serious and imminent danger to people at work?  |  |  |
|  | Will you report to the University *all* recorded accidents involving students? |  |  |
|  | Will you report to the University any sickness involving students which may be attributable to their work? |  |  |

The Organisation’s nominated contact for compliance with the requirements of health and safety legislation is:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** |  | **Position:** |  |
| **Email:** |  | **Telephone:** |  |





**QUALITY COMMITMENT FOR MSC WORK BASED PROJECTS (WBPS)**

The following is based on the principles of good practice outlined in the ASET Good Practice Guide for Work based and Placement Learning in Higher Education (September 2013) which maps to part B of the QAA UK Quality Code for Higher Education (2015).

**Responsibilities of the Student**

* Delivery of the project in the format determined either by the programme requirements or as agreed after discussion between relevant parties.
* The Student, in conjunction with the Organisation, will be responsible for appropriate sourcing and referencing of data, and handling commercially sensitive or confidential data in accordance with any required standard imposed by the Organisation.
* To act in a professional manner and be respectful of the culture and working practices of the Organisation, whilst representing the University.
* Attendance at the Organisation’s premises and other locations, as required, in order to complete the project.
* Compliance with all legal workplace standards as advised by the Organisation relating to quality assurance, environmental standards, health & safety, etc.
* Awareness of any issues relating to confidentiality, data protection, and intellectual property (IP) rights.
* If not based in the workplace, the Student should be aware that they may be expected to attend meetings as part of their project, to ensure delivery is on track with the Organisation’s expectations.
* Make the Organisation aware of any special requirements (e.g. relating to medical or additional support needs).

**Responsibilities of the Employer Organisation**

* To provide an Organisation Supervisor to act as the main point of contact for the student.
* To manage the Student’s delivery to ensure they receive their intended outputs from the project as agreed in the initial project plan.
* To indicate which data sources and information provided are confidential and should be suppressed in the final report, allowing the Student time to amend the project output accordingly. Confidential data provided by the company should be marked as such when provided to the Student.
* To provide on-site day-to-day supervision of the Student; or an agreed number of hours or guidance meetings during the project period.
* To provide the Student with an induction and relevant training, where applicable, and if based in the workplace, ensure that the Student is made aware of and complies with workplace regulations relating to quality environmental standards, health & safety, etc.
* To provide appropriate liability and insurance cover.
* To monitor the Student’s project inputs on an on-going basis, whilst ensuring that the project remains exclusively the work of the Student.
* To engage with the University Supervisor to provide feedback, which may or may not form part of the Student’s final assessment, as agreed at the outset.
* To contact the University Supervisor immediately, if there is a problem, complaint or grievance.
* The Student is not allowed to complete any tasks for the Organisation during the contracted period, except those which directly contribute to delivery of the titled project. In cases where other tasks are being undertaken, the Student must be paid in accordance with statutory UK law / minimum wage legislation.
* Provision of expenses – the Organisation should meet any expenses associated with the project / incurred by the Student during the project. This should be agreed at the project preparation stage.

**Responsibilities of the WBP Staff**

* Review the project scope with the Organisation to ensure it meets academic requirements and learning outcomes.
* Engage with the Student during the project to offer appropriate guidance.
* Engage with the Organisation in the case of concerns, where issues have been brought to attention by the Student or Organisation.
* Initiate communication with the Organisation Supervisor to coordinate an interim meeting or correspondence in order to assess the progress of the project.

**Responsibilities applicable to all parties**

**Project Ownership, Intellectual Property and Confidentiality**

* After discussion, it should be defined whether the ownership of the project, final report and any associated intellectual property will be held by the Student or the Organisation.
* Publication by either party in relation to the WBP shall be subject to the other party’s consent, such consent should not be unreasonably withheld.
* If the Student relies upon any intellectual property rights that belong to the University as part of their WBP, the Organisation may not use such rights without the consent of the University’s representative in writing. If use is permitted of any material then the Organisation uses such material at their own risk, all implied warranties are excluded. The Student and the University shall have no liability if such material is used by the Organisation.

**Liability**

* It is recognised that there will be instances where the original project plan may change throughout the project life cycle. Such delays and changes need to be discussed with the Student and, if required, the University Supervisor as soon as possible to avoid further delays and possible project failure. Unforeseen and extenuating circumstances do happen, but it is essential that the Organisation and Student seek to avoid these where possible.
* The Organisation has a duty to manage the Student’s delivery to ensure they receive their intended outputs from the project as agreed in the initial project plan. If the project cannot be completed, and following discussions a new project cannot be designed and undertaken in the time period, the Student and the University cannot be liable if the Organisation’s deadlines are not met. Conversely, the Organisation cannot be liable if the student’s deadline is not met and the idealised project outcome cannot be achieved due to reasons beyond their control.
* Any party may terminate the WBP if another party shall be in breach of their commitments. In such instances there is a mandatory one week notice period and it is necessary for either the Student or the Organisation Supervisor to notify the University’s representative by written communication.

