

## Chester Internship Programme 2016/17

### Terms and Conditions of Agreement

This Agreement incorporating these terms and conditions (“Conditions”), specifies the obligations of the University and the Employer under the Chester Internship Programme to recruit to a graduate level internship, funded jointly by the Employer and Santander UK under the Santander Universities agreement with the University, or by the Employer and from University Funding.

#### 1. Definitions

In this Agreement, unless the context requires otherwise, the following definitions apply:

- 1.1. “this Agreement” means this agreement between the University of Chester and the Employer under the Chester Internship Programme.
- 1.2. “Applicant” means a current undergraduate or postgraduate (Masters Level) student of the University seeking an internship position with the Employer.
- 1.3. “Employer” means the organisation which has applied to participate in the Programme, is seeking to recruit a graduate level intern, and, in applying to participate in the Programme, has agreed to be bound by the terms of this Agreement.
- 1.4. “Intern” means the Applicant selected by the Employer to be appointed to the Internship, whose eligibility has been confirmed by the University, and who has accepted an offer and contract of employment for the Internship.
- 1.5. “Internship” means the graduate level work placement with the Employer co-funded under the Programme.
- 1.6. “Key Contact” means the representative of the Employer nominated by the Employer as the point of contact for the University with regards to the Employer’s participation in the Programme.
- 1.7. “Programme” means the Chester Internship Programme.
- 1.8. “Start Date” means the date agreed between the Intern and the Employer for the Intern to start work for the Employer pursuant to the Internship.
- 1.9. “University” means the University of Chester, whose address is Parkgate Road, Chester, CH1 4BJ.

#### 2. THE INTERNSHIP

- 2.1. The Internship is a temporary work placement with the Employer, which offers the Intern an opportunity to be employed at a graduate level.
- 2.2. In order to be eligible to participate in the Programme, the Employer must:
  - 2.2.1. have an annual turnover of less than £50 million; and
  - 2.2.2. have fewer than 250 employees.
  - 2.2.3. For fully funded internships, the Employer must meet the above criteria and be a charity, social enterprise or not-for-profit organisation.
- 2.3. Acceptance of an Employer and proposed Internship onto the Programme is subject to the approval of the University.
- 2.4. The Intern shall be a current undergraduate or postgraduate (Masters Level) student of the University of Chester.
- 2.5. The Internship shall commence no later than 30<sup>th</sup> September 2017 and will last for a period of ten weeks or four weeks (full-time equivalent). A limited number of charities, social enterprises and not-for-profit organisations can also have a two week fully funded internship. The University and Employer may agree to offer an Internship on a part-time basis over a longer period, pro rata.
- 2.6. The Intern shall receive a minimum salary of £300 per week (pro-rata for a part-time placement). Match-funding shall be provided by Santander UK under the Santander Universities agreement with the University, or from University funding. The remaining salary, plus all relevant employer costs, shall be paid by the Employer. The Employer is permitted to increase their contribution to offer the Intern a salary which exceeds the minimum. In addition, the Employer may provide reimbursement of legitimate expenses in line with their normal policy.

- 2.7. The Employer shall ensure that a named individual (e.g. line manager, supervisor, mentor) is available to support the Intern during the Internship, to deal with any concerns and/or enquiries that the Intern may have in respect of the Internship or their work.
- 2.8. The Employer shall take all reasonable steps to ensure that the Intern receives adequate guidance and supervision during the Internship.
- 2.9. At the end of the Internship, the Intern and Employer shall both provide an evaluation on the Internship to the University. If funding has been provided by Santander UK, these evaluations shall be forwarded to Santander Universities for information.
- 2.10. If, at the end of the Internship, the Employer wishes to extend the period of the Internship, or offer the Intern a further Contract of Employment, this will be a matter for negotiation between the Intern and the Employer. The Employer shall inform the University of any such extension or new contract.
- 2.11. The implementation and management of the Internship shall be guided by the principles set out in the Chartered Institute of Personnel and Development (CIPD) publication 'Internships that work: a guide for employers'.

### **3. RECRUITMENT, SELECTION AND EMPLOYMENT**

- 3.1. The Employer shall provide to the University, via the Internship Information Form, complete and accurate information about the Employer, the role and responsibilities the Intern shall undertake during the Internship, the qualifications and experience required by the Intern and the experience and skills the Intern can expect to gain during their Internship.
- 3.2. The Internship shall be advertised by the University on its Careers and Employability vacancies portal. The University shall promote the Internship to relevant students of the University, but is under no obligation to guarantee that applications for the Internship will be forthcoming.
- 3.3. The University shall receive all applications and will send these to the employer following the application closing date.
- 3.4. The Employer shall select a preferred candidate in accordance with its normal recruitment and selection process.
- 3.5. The Employer shall inform the University of the outcome of its recruitment and selection process.
- 3.6. The University shall be responsible for confirming the eligibility of the preferred candidate, prior to the Employer making an offer of the Internship.
- 3.7. The Employer shall provide the Intern with a Contract of Employment which shall set out, inter alia, information on start and end dates, working hours, remuneration, holiday allowances (where applicable), benefits, absence pay, flexible working arrangements, pension schemes (where applicable) and disciplinary and grievance procedures. The salary rate, duration of the Internship and the requirement to provide a report at the end of the Internship shall form part of the Contract of Employment.
- 3.8. The Employer shall provide written confirmation to the University that the Intern has started the Internship.
- 3.9. The Employer shall provide the Internship as described in the Internship Information Form, internship advert and job description.
- 3.10. At the start of the Internship the Employer shall notify the Intern of all policies, rules and procedures operated by the Employer and shall (if required by the Intern and/or University) undertake such training with the Intern as is required to ensure that the Intern is able to comply with such policies, rules and procedures.
- 3.11. The Employer shall provide the facilities and equipment needed to enable the Intern to undertake the Internship.
- 3.12. The Employer shall be responsible for paying the Intern's salary (and, where appropriate, legitimate expenses) through its normal payroll processes. The Employer shall be responsible for all tax and national insurance matters and making the appropriate deductions from the Intern's gross salary, where applicable. For the avoidance of doubt, the Employer is liable to pay, in addition to the Intern's salary, any value added tax or other duty due and all taxes, duties and other liabilities, howsoever the same arises in relation to the Internship.
- 3.13. It is the sole responsibility of the Employer to ensure that all applicable legislation has been complied with in connection with the Internship including, without limitation, all employment laws and regulations. Neither the University nor any of its employees, students, agents or appointees shall be responsible for, nor do any of them accept any responsibility for, any breaches of such laws or regulations nor do any of the aforementioned make any representations as to whether or not the Internship complies with such laws or regulations.

### **4. FUNDING AND INVOICING**

- 4.1. The contribution of funding from the Programme towards the Intern's salary shall be reserved for the Internship upon approval by the University of a completed Internship Information Form.
- 4.2. The funding shall be released to the Employer upon receipt by the University of both:
  - 4.2.1. written confirmation from the Employer that the Intern has started the Internship; and
  - 4.2.2. a valid invoice for the full contribution.
- 4.3. Participation by the Employer in the Programme does not normally constitute a taxable supply of service and the funding provided is normally outside the scope of VAT. The invoice from the Employer should not normally include VAT.
- 4.4. The invoice should refer to the University of Chester Internship Programme and be sent for the attention of:
  - 4.4.1. Careers and Employability, University of Chester, Parkgate Road, Chester, CH1 4BJ.

## **5. HEALTH AND SAFETY**

- 5.1. The Employer shall be responsible for the observance of all safety precautions and other action necessary for the health, safety, protection and welfare of the Intern while undertaking the Internship, including all action required to be taken under any Act of Parliament including any regulations or bye-law of any local or other authority.
- 5.2. The Employer shall immediately report to the University any accidents involving the Intern which ordinarily are required to be reported in accordance with the Health & Safety at Work etc Act 1974 or any regulations made thereunder.

## **6. INTELLECTUAL PROPERTY**

- 6.1. All new intellectual property rights arising exclusively from carrying out the Internship shall become the property of the Employer unless agreed otherwise in writing between the Parties. Any background intellectual property shall remain the property of the originating Party.
- 6.2. The Employer shall provide the Intern with the same rights, recognition and reward as provided to other employees of the Employer in respect of any arising intellectual property developed by the Intern in the course of their Internship.

## **7. CONFIDENTIALITY AND DATA PROTECTION**

- 7.1. Both Parties shall use reasonable endeavours to ensure that any information disclosed by the other Party pursuant to this Agreement will be kept confidential, except where the information:
  - 7.1.1. is in the possession of, and is at the free disposal of, the receiving Party and its employees or agents or is published or is otherwise in the public domain prior to the receipt of such information by the receiving Party;
  - 7.1.2. currently is or becomes available through no fault of the receiving Party or its servants or agents;
  - 7.1.3. is received in good faith by the receiving Party or its servants or agents from a third party; or
  - 7.1.4. is required to be disclosed by law.
- 7.2. The Employer shall:
  - 7.2.1. keep any personal data on the Intern disclosed to it secure and only use it for the purposes of administering the Internship;
  - 7.2.2. define to the Intern the information it considers to be confidential upon the disclosure of that information;
  - 7.2.3. notify the Intern of the ongoing duty of confidentiality at the end of the Internship.
- 7.3. The University shall keep any personal or commercial data on the Intern or Employer disclosed to it secure, and only use it for the purposes of administering the Programme (such purposes to include, inter alia, providing details of the Intern and Employer to Santander Universities, if they have provided the match-funding).
- 7.4. The University shall not be liable for any breach of confidentiality by the Intern arising from the Internship.

## **8. INSURANCE**

- 8.1. The Employer shall hold adequate Employer's Liability and Public Liability insurance to cover the Intern and any potential loss or liability and will provide a copy of the relevant insurance policy or policies on request to the University.
- 8.2. The Employer shall not require the Intern to participate in any activity that would not be covered by Employer's Liability and/or Public Liability insurance.
- 8.3. The Employer shall (during and after termination of the Internship) indemnify the University against all losses, claims, damages, costs and expenses, and any other liabilities arising directly or indirectly as a result of or in connection with any act or omission of the Intern or the Employer whilst participating in the Programme, and against all damages, losses, costs and expenses for which the University may be liable as a result of

death/bodily injury to the Intern or any other person and/or damage to property arising out of any breach of this Agreement or out of any negligent act or omission of the Employer, its servants and agents.

## **9. LIMITATION OF LIABILITY**

- 9.1. The University shall not be liable to the Employer, Intern or any third party for any damage or loss, costs, expenses or other claims for compensation which arise out of the Intern's or Employer's participation in the Programme, including without limitation any liability for the provision of adequate health and safety instruction, equipment and supervision.
- 9.2. No warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of any information or materials that the University contributes to the Programme or to any information or material created by the Intern during the Internship. The Employer shall be entirely responsible for the use to which it puts such information and materials.
- 9.3. Neither the University nor the Intern makes any representation or warranty that advice or information given by the Intern or any of the University's employees, students, agents or appointees, or the content or use of any materials, works or information provided in connection with the Programme of Internship, will not constitute or result in infringement of third-party rights.
- 9.4. The University shall be under no obligation to ensure that the Internship, or its outcomes, will achieve any particular purpose, aim or target of or required by the Employer or Intern.
- 9.5. The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of profits; loss of business; loss of goodwill, reputation and/or similar loss; loss of anticipated savings; loss of goods; loss of use or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, suffered by the other Party.
- 9.6. The University's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement shall not exceed the value of the payments to be made to the Employer under clause 4. For the avoidance of doubt, nothing in this clause shall be deemed to exclude or limit in any way the University's liability for intentional wrongdoing or the University's statutory liability in respect of death or personal injury caused to any person as a result of the University's negligence.

## **10. EQUALITY**

In performing their obligations under this Agreement, the Parties shall:

- 10.1. comply with the provisions of the Equality Act 2010 and statutory codes of practice applicable from time to time relating to equality;
- 10.2. not unlawfully discriminate against any person or subject any person to harassment or victimisation because of a protected characteristic;
- 10.3. cooperate to ensure that appropriate action is taken in respect of any breach or alleged breach of the foregoing provisions, including but not limited to:
  - 10.3.1. provision of any information requested in the timescales allotted;
  - 10.3.2. requiring their staff to attend any meetings and/or to appear as witnesses in any ensuing proceedings;
  - 10.3.3. taking disciplinary or other appropriate action in respect of their staff;
  - 10.3.4. in respect of any member of their staff, temporarily or permanently removing him or her from, or denying him or her access to, any premises or settings in which any breach or alleged breach may have occurred;
  - 10.3.5. promptly allowing access to and investigation of any relevant documents or data;
  - 10.3.6. cooperating fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

## **11. TERMINATION**

- 11.1. This Agreement may be terminated by either the Employer or the University for any breach of the obligations set out in this Agreement, by giving two (2) weeks written notice to the other Party of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the notice period, then termination shall also not be effected if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the notice period in any event.
- 11.2. This Agreement shall terminate automatically:

- 11.2.1. at the end of the Internship;
- 11.2.2. should the Employer enter into liquidation, administration and/or administrative receivership.
- 11.3. During the Internship should the Employer or the Intern wish to terminate the Internship for any reason, notice must be given as specified in the Contract of Employment between the Employer and the Intern. The University must also be notified immediately of any such notice to terminate.
- 11.4. In the event that the Internship is terminated pursuant to clause 11.3, then the Parties may agree in writing:
  - 11.4.1. to seek to appoint a replacement Intern to fulfil the remaining period of the Internship on the same, or substantially similar, terms to this Agreement; or
  - 11.4.2. to terminate this Agreement by mutual agreement with immediate effect, in which event the Employer will repay to the University within thirty (30) days of the date of termination of the Agreement that proportion of the payment made to the Employer to which the unexpired portion of the Internship relates.
- 11.5. In default of agreement between the Parties for 28 days after termination by the Employer or the Intern of the Internship, clause 11.4.2 shall apply with the consequence that the Agreement will be deemed to be terminated by mutual agreement.
- 11.6. Clauses 6 to 9 inclusive and clause 13 shall survive termination, for whatever reason, of this Agreement.

## **12. NOTICES**

All correspondence and notices relating to the Agreement should be addressed

- 12.1. in the case of the University to Careers and Employability, University of Chester, Parkgate Road, Chester, CH1 4BJ;
- 12.2. in the case of the Employer to the Key Contact.

## **13. GENERAL**

- 13.1. No Party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of this Agreement by the other Party (hereinafter "Event of Force Majeure"), provided the same arises without the fault or negligence of such Party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of three (3) months or more, either Party may terminate this Agreement forthwith by written notice to the other Party. Each Party shall use reasonable endeavours to minimise the effects of any Force Majeure.
- 13.2. Clause headings are inserted into this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- 13.3. The masculine shall include other genders and vice versa and the singular the plural and vice versa.
- 13.4. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University and the Employer or the relationship between them of principal and agent or employers and employee.
- 13.5. Neither the University nor the Employer shall use the name, crest, logo or registered image of the other or the other's Affiliates in a press release or promotional materials, without the prior written consent of the other.
- 13.6. Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
- 13.7. This Agreement constitutes the entire agreement between the Parties under the Programme. Any variation shall be in writing and signed by authorised signatories for both Parties. Each of the Parties acknowledges that it has not entered into this agreement in reliance on any representation, reassurance or undertaking given by the other Party.
- 13.8. This Agreement shall be governed by and construed in accordance with English Law. The English Courts shall have non-exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
- 13.9. If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.