EASTBIO Collaborative Placement

## Memorandum of Understanding

# EASTBIO Collaborative Placement Memorandum of Understanding

By signing this Memorandum of Understanding (Placement Agreement) the EASTBIO-funded Student, the University and the Host Organisation confirm that they will abide by the principles of the Quality Commitment Charter for work placements, as well as any additional requirements listed in this Memorandum of Understanding.

The PIPS Memorandum of Understanding is also read, acknowledged, and accepted by the Student’s PhD Supervisor and the East of Scotland Bioscience Doctoral DTP Manager as meeting the requirements of the UKRI BBSRC Doctoral Training Partnership Programme according to the funder’s Terms and Conditions.

“Internship” and “placement” are used in this MOU interchangeably to indicate a period during which the funded student spends time at the non-academic partner to complete a pre-agreed project according to the terms and conditions of the Collaborative Studentship Agreement between the academic and the non-academic PhD project partners.

**THIS PIPS MEMORANDUM OF UNDERSTANDING is made between**:

|  |  |
| --- | --- |
| **University** **Name** |  |
| Named University’s representative at the East of Scotland Bioscience Doctoral Training Partnership Manager, or the DTP Support Officer |   |
| Contact Email |  placements@eastscotbiodtp.ac.uk  |
| **PhD Student** **Name** |  |
| PhD Student Address |  |
| Contact Email |  |
| Year of PhD Study |  |
| **Host Organisation** **Name**  |  |
| Sector Type (please see <#CASEsectors>) |  |
| Host Organisation Website |  |
| Host Organisation Postal Address |  |
| Contact Email |  |

**ALL PARTIES AGREE AS FOLLOWS**

1. **DURATION of the Placement Memorandum of Understanding**

In accordance with the Placement Plan described in Section 2, the Host Organisation shall take the Student to complete the placement project at its premises, where the Student will undertake the agreed assignment(s) and the Host Organisation will provide the agreed supervision and training. Alternative arrangements for a hybrid or a remote placement should be clearly described below.

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| --- | --- |
| Placement Start Date (DD/MM/YY) |   |
| Placement End Date (DD/MM/YY) |   |
| Placement Format - continuous placement or carried out in tranches |   |
| Placement Format – full-time; part-time; other(please select from the options on the right) | Choose an item. |
| If ‘Other’ in above question, please provide further details of the arrangements agreed for this placement |  |
| Placement Structure – in person; remote; hybrid (please select from the options on the right) | Choose an item. |
| If there is agreement for a remote or hybrid internship, please provide specific details of expectations, including onboarding, calendar of meetings, agreed dates and frequency of travel to the host organisation’s premises, etc. |   |

The University agrees for the Student to carry out the placement within the Host Organisation, for the specified duration, in accordance with this Memorandum of Understanding, and as part of the East of Scotland Bioscience Doctoral Training Partnership contractual obligations to UKRI BBSRC. The Student will be on Absence of Leave from their host institution for the duration of the placement so that they can carry out the placement project full-time. The MOU parties are asked to provide confirmation of any alternative formats regarding the format and structure of the placement as discussed and agreed between them in advance of the commencement of the placement.

1. **Placement Plan**

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| ***The Placement Plan section is to be completed by the Student and the Host Organisation Supervisor/Mentor named below following negotiation and agreement.*** |
| **Name of person who has agreed to act as the key contact for the student during the internship (Host Organisation Supervisor/Mentor)** |  |
| **Position of the Supervisor** |  |
| **Contact email for Supervisor** |  |
| **Contact telephone for Supervisor** |  |
| **Internship project title**  |  |
| **Please give a brief description of the internship role (max 300 words)**  |
| **Please outline the main objectives of this placement project that should determine an assessment of its successful completion (max 300 words)**  |
| **Please explain what you the Supervisor hope the Student will contribute to the Host Organisation? (max 150 words)** |
| **Please detail what skills and attributes the Student has to offer this internship project? (max 150 words)** |
| **Please explain what skills and attributes you the Student are expected to develop during the placement (max 150 words)** |
| **Please explain how this placement project will align with the Student’s career goals? (max 150 words)** |
| **Please briefly describe any additional comments relevant to this internship; in particular details of expenses that the Host Organisation has agreed to reimburse the Student for travel and accommodation costs (please note that the Host Organisation is responsible to cover any consumables or in-kind requirements during the internship):** |

1. **PAYMENT to the Student**

For the duration of the placement, the Student will be in receipt of their PhD stipend from the University (at a level confirmed annually by the UKRI BBSRC). If the Host Organisation agrees to pay the student an internship salary that is at least equal to the PhD stipend, this may affect the PhD salary payment. If the student lives more than 50 miles from the organisation, we encourage a contribution from the Host Organisation towards their travel or accommodation costs. Any additional payment of expenses, indemnity or otherwise from the Host Organisation to the Student should be agreed separately from this Memorandum of Understanding and in advance between the Student and the Host Organisation. To find out more about employment rights and pay for interns please refer to the website:

<https://www.gov.uk/employment-rights-for-interns> (section ‘Student Internships’).

1. **HEALTH AND SAFETY REQUIREMENTS for the Student**

The Student is required to:

* Take reasonable care to avoid injury to themselves and to others
* Abide to the Host Organisation’s Health and Safety Policy
* Be aware of the risk assessment carried out by the Host Organisation on the planned PIPS
* Comply with any training, protective clothing, equipment identified as necessary in the risk assessment
* Not interfere with or misuse any clothing or equipment provided by the Host Organisation
* Report any accident or injury immediately following the Host Organisation’s procedures
* Report any accident or injury to the University
* The Student will make the Host Organisation aware of any disabilities, illnesses or special medical requirements that they may have
* The Student will make the University aware of any disabilities, illnesses or special medical requirements
1. **HEALTH AND SAFETY REQUIREMENTS for the Host Organisation**

The Host Organisation is required to:

* Communicate its Health and Safety Policy to the Student and make reasonable effort to enforce this policy
* Carry out a risk assessment of the work that will be carried out by the Student during the placement and act on this information by making the Student fully aware of any special hazards or dangers incurred by the PIPS
* Provide training, protective clothing, and equipment identified as necessary by the risk assessment.
* Report any accidents involving the Student immediately to the University representative.

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| ***Health and Safety check list to be completed by the Host Organisation*** | **YES** | **No** |
| 1 | Does the Host Organisation have a written Health and Safety policy? |   |   |
| 2 | Does the Host Organisation have a policy regarding health and safety training? Will you provide all necessary health and safety training for the student on placement? |   |   |
| 3 | Is the Host Organisation registered with Health and Safety Executive or the Local Authority Environmental Health Department?  |   |   |
| 4 | If the internship is outside the UK, is the Host Organisation registered with the relevant government body/authority in your country? |   |   |
|  | **Risk Assessment** |   |   |
| 5 | Does the Host Organisation carry out risk assessments for its work practices? |   |   |
| 6 | Are risk assessments kept under regular review? |   |   |
| 7 | Are the results of risk assessment implemented? |   |   |
| 8 | Will the Student be informed of the precautions to take and of what to do in the case of an emergency? |   |   |
|  | **Accidents and Incidents** |   |   |
| 9 | Is there a formal procedure for reporting and recording accidents and incidents in accordance with RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1955) or your countries equivalent?  |   |   |
| 10 | Has the Host Organisation procedure to be followed in the event of serious and imminent danger to people at work?  |   |   |
| 11 | Will the Host Organisation report to the University *all* recorded accidents and occupationally-related ill health involving students? |   |   |
| 12 | Will you report to the University any sickness involving students which may be attributable to their work? |   |   |
| *If the answer to any of the above questions is NO, please state why and provide further details to allow EASTBIO to carry out its due diligence review process.*  |

The Host Organisation’s nominated contact for compliance with Health and Safety legislation is:

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

1. **INSURANCE AND LIABILITY for the Host Organisation**

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| --- | --- | --- |
| ***Insurance and Liability check list to be completed by the Host Organisation*** | **YES** | **No** |
| 13 | Does the Host Organisation hold Employer and Public Liability Insurance (or your countries equivalent)? |   |   |
| 14 | Amount of Indemnity held by the Host Organisation in £ (for example £10 million) | £  |
| 15 | Will the Host Organisation hold insurance to cover legal liability incurred by a student as a result of his/her duties as an intern? |   |   |
| *If the answer to any of the above questions is NO, please state why and provide further details to allow EASTBIO to carry out its due diligence review process.*  |

The Host Organisation’s nominated contact for compliance with Insurance and Liability is:

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

* 1. The Host Organisation confirms that it has in place comprehensive public liability insurance that will cover liability for (a) death or bodily injury to the Student and (b) death or bodily injury to any other person or damage to third party property arising from the Student’s actions whilst on the internship.
	2. The Host Organisation shall comply with all local national 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 Host Organisation’s business activities.
	3. It is recognised that the Student will not be familiar with the Host Organisation’s premises and the Host Organisation will adapt its procedures and supervision accordingly.
	4. The Host Organisation warrants that all the information it has provided to the University and the Student regarding the conditions of the placement is accurate and complete.
1. **The University’s Health and Safety Requirements and Liabilities**
	1. The Student is undertaking the placement as part of their curricula and, upon satisfactory completion, the training period will be recorded in the student’s transcript of records.
	2. The University will be responsible for the Student whilst on the placement.
2. **REPRESENTATIVES, COMMUNICATIONS AND REPORTING**
	1. The Host Organisation’s representative shall be

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

* 1. The University’s representative shall be

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** |  | **Position:** | EASTBIO Doctoral Training Partnership Manager, or DTP Support Officer |
| **Email:** | placements@eastscotbiodtp.ac.uk  | **Telephone:** | +0131 650 5549 |

* 1. During the placement all communications relevant to this Memorandum of Understanding between the Student, the University and the Host Organisation shall be through the representatives mentioned above.
	2. The Student will comply with the reasonable instructions, policies, guidelines, and rules of the Host Organisation.
	3. If any difficulties arise during the placement, including concerns about health and safety, or the Student’s behaviour, these shall be raised by the Host Organisation as soon as possible with the University representative, the designated EASTBIO DTP representative.
	4. The University representative will initiate communication with the Student and Host Organisation Supervisor in order to monitor the Student’s attendance and placement progress. This may involve requesting visiting arrangements to be set in place to discuss and optimise the learning process surrounding the Internship.
	5. Within 3 months of ending the PIPS and before month 36 of the PhD, the Student agrees to complete and submit to the UKRI BBSRC an online Placement Report and inform the EASTBIO DTP Manager of doing so. The Student also agrees to provide feedback detailing their experiences of their Internship and indicate their commitment to present on this to further student cohorts at EASTBIO training events. The guidance from EASTBIO includes a clause about the student’s obligation to seek confirmation from the PIPS Host Organisation before any confidential information regarding the placement project can be shared publicly.
1. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
	1. Ownership of any new intellectual property rights that arise from the placement should be agreed in advance. If Intellectual Property is required this will be dealt with on an individual basis and on a separate document.
	2. If the Student relies upon any intellectual property rights that belong to the University as part of their internship, the Student must first gain the written permission of the University and the Host Organisation may not use such rights without this consent.
	3. If use is permitted of any material, then the Host 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 Host. The Student upon request shall identify any relevant University material (if necessary with the co-operation of the University).
	4. The Student mustmaintain confidentiality, during and after the internship, of the Host Organisation’s data and information where such information is not already within the public domain and is indicated or understood to be confidential.
	5. The Student mustmaintain confidentiality, during and after the internship, of the University’s data and information where such information is not already within the public domain and is indicated or understood to be confidential.
2. **EQUAL OPPORTUNITIES**

9.1 The Host Organisation shall not illegally discriminate against the Student and shall indemnify the University against any costs that may arise from such discrimination.

9.2 The Host Organisation will be aware of their responsibility for the implementation of reasonable adjustments under the 2010 Equality Act, which stipulates that an organisation is required to make reasonable adjustments to any of its activities which place a disabled person at a substantial disadvantage compared to non-disabled people.

1. **GENERAL**
	1. It is recognised that there will be instances where the original Placement plan may change throughout the PhD life cycle. Such delays and changes need to be discussed with the Student and, if required, the University’s representative, EASTBIO DTP Manager, as soon as possible to avoid further delays and avoid failure to carry out the placement. Although unforeseen and extenuating circumstances do happen, it is essential that the organisation and intern seeks to take measures to avoid these where possible.
	2. This Agreement represents the entire understanding between the parties and supersedes all other promises or arrangements.
	3. This Agreement may only be varied with the written consent of all parties.
	4. If any party shall at any time decide temporarily not to impose a term of this Agreement, this shall not constitute a waiver and shall not prejudice such parties’ right to enforce such term at a later date.
	5. Any party may terminate the internship 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 Host Organisation Supervisor to notify the University’s representative, EASTBIO DTP Manager, by written communication.

**This Agreement is to be signed by the Student, the Host Organisation, and the Student’s PhD Supervisor at the stage after the Placement Plan has been refined and agreed by all parties. The Student must return the completed form with all necessary signatures to the University’s representative, EASTBIO DTP Manager at placements@eastscotbiodtp.ac.uk for approval *before* the beginning of the internship.**

By signing below, the parties acknowledge the information set out in this Collaborative Placement Memorandum of Understanding.

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| Signed by **the Student**“I confirm there will be no academic conferences, University training or activities related to my PhD research during this internship unless by prior agreement with the host organisation and EASTBIO.” |
| Signature |   |
| Name |   |
| Date (DD/MM/YY) |   |
| Signed on behalf of **the Host Organisation** by |
| Signature |  |
| Name |  |
| Position |  |
| Date (DD/MM/YY) |  |
| Read, Acknowledged and Accepted by the **Student’s PhD Supervisor**“I confirm there will be no academic conferences, University training or activities related to the students PhD research during this internship unless by prior agreement with the host organisation and EASTBIO.” |
| Signature |  |
| Name |  |
| Date (DD/MM/YY) |  |
| Approved on behalf of the University by the **East of Scotland Bioscience Doctoral Training Manager**, or the **DTP Support Officer** |
| Signature |   |
| Name |   |
| Date (DD/MM/YY) |   |

**EASTBIO Doctoral Training Partnership Manager**

**Email:** placements@eastscotbiodtp.ac.uk

University of Edinburgh, School of Biological Sciences, King’s Buildings, Mary Brück, Edinburgh

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| **Categories for non-academic collaborative partners** |
| Research and experimental development on biotechnology |
| Other research and experimental development on natural sciences and engineering |
| Research and experimental development on social sciences and humanities |
| Computer programming, consultancy and related activities |
| Crop and animal production, hunting and related service activities |
| Fishing and aquaculture |
| Forestry and logging |
| Human health and social work activities |
| Manufacture of basic pharmaceutical products and pharmaceutical preparations |
| Manufacture of beverages |
| Manufacture of chemicals and chemical products |
| Manufacture of computer, electronic and optical products |
| Manufacture of food products |
| Other professional, scientific and technical activities |
| Public administration and defence; compulsory social security |
| Sports activities and amusement and recreation activities |
| Veterinary activities |
| Water supply; sewerage, waste management and remediation activities |
| Other (describe in comments) |