

Standard Placement Agreement

between

[Placement Provider]

and

[Education Provider]

DRAFT

This Placement Agreement is made on [INSERT DATE]

Between

[the EDUCATION PROVIDER] whose head office is at [insert address] (“Education Provider”); and

[the PLACEMENT PROVIDER] whose head office is at [insert address] (“Placement Provider”);

each a Party and together the Parties.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Placement Agreement, unless the context otherwise requires:

- 1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Funding Agreement.
- 1.1.2 References to Schedules shall be references to Schedules in the NHS Education Funding Agreement.
- 1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.
- 1.1.4 The headings in this Placement Agreement will not affect its interpretation.
- 1.1.5 Where either the Education Provider or the Placement Provider has entered into a TPA as well as this Placement Agreement, the terms of the TPA shall prevail. If there is any conflict between the terms of the TPA and the terms of the NHS Education Funding Agreement, the terms of the NHS Education Funding Agreement will prevail.

Action Plan	means the action plan to be prepared and implemented by the Education Provider and the Placement Provider; and
Attendance Arrangements	means an arrangement by which a member of Education Provider Staff shall attend the Placement Providers Premises to facilitate learning which may be through an honorary contract or licence to attend or a similar form of arrangement.

2 EDUCATION PROVIDER RESPONSIBILITIES

The Education Provider shall, in addition to its responsibilities set out under its NHS Education Funding Agreement with NHS England and any TPA that it enters into between NHS England and a Placement Provider, comply with the following obligations:

2.1 Facilitation and assessment of practice learning

- 2.1.1 nominate a “lead” or “leads” who will be the key contact point(s) at the Education Provider for the Placement Provider and inform the Placement Provider of the identity and contact details of such lead or leads. A “lead” may be the same individual appointed by the Education Provider as the Provider Representative under clause 24.2 of its NHS Education Funding Agreement;
- 2.1.2 provide information to the Placement Provider Staff involved in the facilitation and assessment of practice learning on the specific requirements of the practice learning component of each relevant Programme and Placement;
- 2.1.3 provide education resources and/or study days for Placement Provider Staff to develop the competencies that they require to facilitate learning and carry out assessment of Learners in the Premises;
- 2.1.4 ensure that it will engage with a representative sample of senior Placement Provider Staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) to review:
 - 2.1.4.1 the Education Provider’s recruitment and selection policies and criteria;
 - 2.1.4.2 the curriculum as set by the Education Provider;
 - 2.1.4.3 the occupational health or DBS check clearance processes that the Education Provider has in place to screen Learners before they are admitted on a Placement in accordance with clauses 12 and 13 of the NHS Education Funding Agreement; and
 - 2.1.4.4 the information submitted by the Education Provider to the Placement Provider in accordance with Schedule 6 (Exchange of Information between NHS England and the Provider) of the NHS Education Funding Agreement, as required by NHS England as part of its Quality and Performance Requirements process, to confirm that the information submitted contains no material inaccuracies;
- 2.1.5 ensure that Learners are adequately prepared to carry out skills appropriate to the course they are undertaking prior to commencing a Placement;
- 2.1.6 ensure that Learners have met appropriate standards in relation to clinical knowledge and skills commensurate with the Placement undertaken and their stage in their Programme; and

2.1.7 support Placement Provider Staff to represent the Placement Provider in the delivery of the Education Provider's practice learning and assessment processes.

2.2 Health and Safety, Occupational Health and Disclosure and Barring Service (DBS)

2.2.1 agree with the Placement Provider the responsibility for any necessary work related checks and clearances, such as occupational health checks, right to work checks, Regulator checks, including any necessary DBS checks as in accordance with Applicable Law and Guidance; and disclosure from the Learner of any criminal convictions that might not be disclosed under the DBS checks;

2.2.2 receive and evaluate the outcome of the checks and requests for clearances described at clause 2.2.1 above, and shall take any necessary action in relation to any Learner before that Learner commences a Placement. The Education Provider shall confirm to the Placement Provider that the necessary checks have been performed and are up-to-date;

2.2.3 the Education Provider shall ensure that Learners have received manual handling, basic life support training, and any other mandatory training in accordance with the Regulator; curriculum requirements; as agreed with the Placement Provider; and in accordance with the Education Providers requirements.

3 PLACEMENT PROVIDER RESPONSIBILITIES

3.1 The Placement Provider shall, in addition to its responsibilities set out under its NHS Education Funding Agreement with NHS England and any TPA that it enters into between NHS England and an Education Provider, comply with the following obligations:

3.2 Facilitation and assessment of Practice Learning

3.2.1 ensure that all relevant Staff are competent to support Learner learning and assessment, meet Regulator requirements and/or are required to commence a programme of continuing professional development after recruitment and preceptorship in order to achieve these competencies (as appropriate);

3.2.2 have appropriate educational responsibilities included in their job descriptions and appropriate competencies defined in their job specifications;

3.2.3 are appropriately monitored, appraised and reviewed by the Placement Provider in relation to the provision of these responsibilities;

3.2.4 ensure that the Learners receive:

- 3.2.4.1 an appropriate induction and orientation, including local policies and procedures relevant to each Placement; and
- 3.2.4.2 feedback on their performance in a time frame appropriate to the activity performed to meet the specified learning outcomes set by the Education Provider with which such Learners are enrolled;
- 3.2.5 immediately notify the Education Provider of any Service provision changes that might affect Learners ability to meet the learning outcomes agreed with that Education Provider and offer alternative Placements if possible;
- 3.2.6 ensure that the assessment of Learners is appropriately moderated as agreed between each Education Provider and Placement Provider;
- 3.2.7 make appropriate and sufficiently qualified Staff available to ensure Learners receive an educationally relevant experience through effective facilitation and assessment of Placements. This will allow the development and testing of the competencies required to meet the Placement outcomes;
- 3.2.8 encourage and support sufficient and appropriate Staff to undertake education and development in the facilitation and assessment of Placements;
- 3.2.9 ensure that Education Provider Staff are granted access to the Learners' on Placements at Placement Provider Premises in order to conduct the assessments referred to in clause 3.2.8 (provided that the relevant Education Provider Staff give reasonable notice to the Placement Provider);
- 3.2.10 encourage and support Staff to participate in any disciplinary and appeals process relating to a Learner at the invitation of the Education Provider;
- 3.2.11 make available facilities to support Learners undertaking Placements in their clinical practice and/or service areas, including access to multi professional learning resource centres and information services where available;
- 3.2.12 ensure that Learners have, where reasonably practical, similar work facilities and amenities to those available to Placement Provider Staff;
- 3.2.13 ensure that all Premises, facilities and equipment are suitable for the performance of the Services and comply with any applicable health and safety legislation;
- 3.2.14 provide access to its Premises to external approving bodies (e.g. Health and Care Professions Council, Nursing and Midwifery Council) where it is necessary to inspect Placement provision pertaining to named courses;

3.3 Health and Safety, Occupational Health and Criminal Records Bureau Screening

- 3.3.1 ensure the health, safety and welfare of Learners undertaking Placements, as they would for Staff;
- 3.3.2 provide appropriate information on Placement Provider health and safety policy as part of the induction to the Placement;
- 3.3.3 provide appropriate information to Learners about uniform policy or expected dress code, how to raise a matter of concern and enable Learners to contact senior Staff efficiently;
- 3.3.4 notify the Education Provider of any serious untoward incidents where involvement of any Learner calls into question their fitness for training; or incidents which may adversely affect health or wellbeing of the Learner; within a timescale appropriate to the seriousness of the situation and in any event within two (2) Business Days; and
- 3.3.5 satisfy itself that the procedures adopted by the Education Provider to undertake the checks and clearances are appropriate and accept as valid the DBS checks and occupational health checks carried out by each Education Provider.

4 JOINT RESPONSIBILITIES

- 4.1.1 The Placement Provider and the Education Provider shall, in addition to its responsibilities set out under their respective NHS Education Funding Agreements with NHS England and any TPA they enter into with NHS England, comply with the following joint obligations:

4.2 Disciplinary Procedure and Fitness to Practice

- 4.2.1 Either Party reserves the right to remove a Learner from a Placement in any case where a Party reasonably considers it necessary, having regard to the Learner's conduct or professional suitability. The decision to remove a Learner from a Placement shall only be made by appropriate senior members of Staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) and, wherever possible, shall only be made following consultation between the relevant Education Provider (with whom the Learner is enrolled) and Placement Provider.
- 4.2.2 Where it is deemed necessary by the Education Provider (with whom the Learner is enrolled) or by the Placement Provider (as appropriate) a Learner may be removed from participation in a Placement to allow for the proper investigation of the conduct or professional suitability of that Learner. Such a removal will be investigated by the Education Provider, and the Education Provider will take any necessary action using a decision-making process in collaboration with the Placement.

- 4.2.3 In any event, where the Education Provider or the Placement Provider (as appropriate) removes a Learner from a Placement, then it shall inform the Placement Provider or relevant Education Provider (as appropriate) as soon as is reasonably possible that it has taken such action, and shall make a written record of the reasons for taking such action which shall record all appropriate discussions and consultations and in particular those discussions and consultations between relevant senior members of staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) that resulted in such action being taken.
- 4.2.4 The Placement Provider shall co-operate with the Education Provider in relation to any disciplinary proceedings or fitness to practice proceedings taken in connection with a Learner.
- 4.2.5 The Education Provider acknowledges that Placement Provider Staff shall have the right to support a Learner, and inform the Education Provider to ensure adequate support is offered from all parties.
- 4.2.6 In any case where disciplinary action is contemplated by the Placement Provider the matter shall be referred to the Education Provider (with whom the Learner is enrolled), and, wherever possible, such referral shall be made within two (2) Business Days by the Placement Provider.
- 4.2.7 The conduct of any disciplinary or Fitness to Practise proceedings will be the sole responsibility of the Education Provider who shall determine the processes to be followed in accordance with its own, and Regulator policies and procedures.
- 4.2.8 The Parties shall agree to a joint review of policies and procedures at regular intervals to ensure appropriateness and clarity of responsibilities.

4.3 **Service User Complaints**

- 4.3.1 The Education Provider and the Placement Provider shall co-operate in answering any complaints raised by Service Users in relation to Learner conduct.

4.4 **Training, Feedback and Quality Assurance**

The Placement Provider and the Education Provider shall:

- 4.4.1 ensure Learners receive theoretical training by the Education Provider and practical training by the Placement Provider on using any equipment specific to the Placement safely;
- 4.4.2 collect and collate feedback from all Learners, facilitators and a representative sample of relevant Staff on the quality of Learners preparation for practice and the learning opportunities available in practice;

- 4.4.3 review audits and any relevant Action Plans to address any issues raised between Placement Provider and the Education Provider;
- 4.4.4 agree an Action Plan for each Programme or Placement to address any areas of risk identified as part of the audit process;
- 4.4.5 attend any meetings in relation to the Placements or pre-qualification programmes undertaken by Learner within the Education Provider;
- 4.4.6 endorse/sign off the educational audits and Action Plans for each practice learning area as agreed between the Parties at any such meeting; and
- 4.4.7 be involved in delivering any matters set out in the Action Plans.
- 4.4.8 The Parties acknowledge that each Education Provider and Placement Provider shall consult at least annually and in advance to agree and identify any Learners attending Placements from each Education Provider during the following year.

4.5 Unlawful Discrimination

- 4.5.1 With respect to any Education Provider Staff who will facilitate Learners during Placements, the relevant Education Provider and Placement Provider shall agree that those members of Education Provider Staff shall each:
 - 4.5.1.1 enter into Attendance Arrangements or develop and implement within a reasonable period of time Attendance Arrangements with the Placement Provider; and
 - 4.5.1.2 have specific duties and obligations as regards Learner in relation to the facilitation of learning as appropriate.
- 4.5.2 The Placement Provider and the Education Provider shall indemnify one another and keep each indemnified for placement activity at all times against any costs, claims or liabilities which may arise or are sustained by the other party in consequence of any neglect, act or omission and/or breach of this Placement Agreement by the Placement Provider or the Education Provider (as appropriate) which results in:
 - 4.5.2.1 any claim for, or in respect of, the death and/or personal injury of any employee or agent the Education Provider or the Placement Provider or any Learner;
 - 4.5.2.2 any claim for, in respect of, the death and/or personal injury of any third party arising out of or in the course of the Services save to the extent caused by any neglect, acts or omissions of the Education Provider or the Placement Provider (as appropriate), breach of any express provision of this Placement Agreement by the Education Provider or the Placement Provider (as appropriate) or any deliberate act or omission of the Education Provider; and

- 4.5.2.3 any claim by a Learner arising out of or in the course of the delivery of the Services.

4.6 Termination

- 4.6.1 This Placement Agreement may be terminated immediately by agreement of the Parties where:

- 4.6.1.1 the Placements are no longer offered by the Placement Provider or have ceased to be required by the Education Provider; or

- 4.6.1.2 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Funding Agreement, TPA or Placement Agreement that adversely impacts on the other party; or

- 4.6.1.3 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Funding Agreement, TPA or Placement Agreement that adversely impacts on the other party; or

- 4.6.1.4 a dispute is not remedied to the satisfaction of the Placement Provider or the Education Provider within three (3) months of a notice in writing to the Placement Provider or the Education Provider (as appropriate) requesting its/their remedy.

- 4.6.2 In the event of early termination in whole or in part, the Placement Provider will be required to share such information as the Education Provider deems relevant to any successor organisation.

4.7 Confidential Information

The terms of clause 33 of the NHS Education Funding Agreement shall apply between the Parties as if incorporated in this Placement Agreement.

4.8 Data Protection

The terms of clause 32 of the NHS Education Funding Agreement shall apply between the Parties as if incorporated in this Placement Agreement.

4.9 Freedom of Information

The terms of clause 31 of the NHS Education Funding Agreement shall apply between the Parties as if incorporated in this Placement Agreement.

4.10 Agreement duration

This Placement Agreement shall take effect for the Term of the NHS Education Funding Agreement.

4.11 Disputes

4.11.1 The Education Provider and the Placement Provider will attempt in good faith to resolve any Dispute or claim arising out of or relating to this Placement Agreement promptly through negotiation between their authorised representatives.

4.11.2 The Parties may follow the process set out in clause 62 of the NHS Education Funding Agreement for resolving any Disputes.

4.12 Variation

This Placement Agreement may be amended in whole or in part at any time by an agreement in writing, as per Annex 1

5 Governing law

5.1 This Placement Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6 Jurisdiction

6.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Placement Agreement or its subject matter or formation.

This Placement Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF EDUCATION PROVIDER]

Signature:

Date:

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF PLACEMENT PROVIDER]

Signature:

Date:

Annex 1

Change Control Notice Number:

Title of Change	
------------------------	--

Change Control Notice (CCN to the following agreement):		
Agreement name		Date of Agreement
Placement Agreement		
Date Change Requested	Date CCN Raised	Expiry date of CCN

Contact Information for the proposed change	
Originator	Other Parties
Name: Company: Telephone: Email:	Name: Company: Telephone: Email:

Clauses and Schedules affected

Associated Change Control Notices

CCN No.	Name of Agreement	Date of Agreement

Reason for change

--

Description of Change

--

Changes to contract

--

Impact of change on other agreement provisions

--

Timetable for implementation

Acceptance				
<table border="1"><tr><td>Signed for and on behalf of EDUCATION PROVIDER</td><td>Signed: Print name: Title: Date:</td></tr><tr><td>Signed for and on behalf of PLACEMENT PROVIDER</td><td>Signed: Print name: Title: Date:</td></tr></table>	Signed for and on behalf of EDUCATION PROVIDER	Signed: Print name: Title: Date:	Signed for and on behalf of PLACEMENT PROVIDER	Signed: Print name: Title: Date:
Signed for and on behalf of EDUCATION PROVIDER	Signed: Print name: Title: Date:			
Signed for and on behalf of PLACEMENT PROVIDER	Signed: Print name: Title: Date:			

DRAFT