

Date:



CLINICAL EXCELLENCE, QUALITY & SAFETY

Agreement in relation to Unpaid Work Experience or Other Placement

NAME:

You are undertaking a period of work experience at the Trust. The work of the Trust involves health and safety critical environments and also, in its dealings with the public, the handling of highly sensitive and confidential information. For these reasons, it is necessary to ask you to sign this document, to ensure you act appropriately within the Trust and respect Trust staff and patients. The Trust requires that you maintain the confidentiality of any information you may acquire during the course of, or arising from your work experience placement.

During the period of your work placement you will not be regarded as an employee of the Trust, or be eligible for remuneration or other employee benefits.

This document covers you for the entire period of your unpaid work experience with the Trust, between the following dates (not to include Saturday or Sunday).

From: [insert DATE]

To: [insert DATE]

Department: [insert DEPARTMENT NAME]

Authorised by Work Placement Manager:

Print Name:

Date:

Please read the attached pages carefully, sign both copies of this agreement, and then return **one** copy to the placement manager (in the envelope provided).

AGREEMENT IN RELATION TO UNPAID WORK EXPERIENCE OR OTHER PLACEMENT

This agreement in relation to unpaid work experience or other placement (“the Agreement”) is made between **NAME** and Luton & Dunstable University Hospital NHS Foundation Trust (“the Trust”).

This agreement sets out the main terms on which you will undertake duties at the Trust.

1. On behalf of the Trust, I am pleased to set out your right to attend at the premises of the Trust for the purpose of a work experience placement, commencing on **[insert date]** and ending on **[insert date]** unless the agreement is terminated earlier in accordance with the clauses below.
2. You have the right to attend at **[insert department]** for the purpose only of performing **[Drafting Note: include description of the role and duties to be undertaken/such duties at such times and dates as have been specified and confirmed in writing by the Trust on [insert date]]**. This right does not entitle you to exclusive possession of any part of any premises of the Trust at any time.
3.
 - (a) For the avoidance of doubt, there is no contract of employment between you and the Trust nor any contract for services and your status is purely that of a licensee on the premises.
 - (b) You are not entitled to any remuneration or any other payment whatsoever (including but not limited to salary, pension contributions, paid holidays, bank holidays or sick pay) from the Trust as a result of performing the duties referred to in paragraph 2 above.
 - (c) While attending the Trust’s premises, you will be accountable to **[insert head of relevant Trust department]** and you will follow the reasonable day-to-day instructions of **[insert placement manager name]** or those given on [his/her] behalf in relation to the terms of this agreement.
4. The following conditions apply to this agreement:
 - (a) You are required to satisfy the Trust that your health does not constitute a risk to patients of the Trust, Trust employees or visitors to Trust premises and you may be required to undergo such medical examination and/or provide such other information regarding your health as the Trust may reasonably require, both prior to the commencement of your attendance and at any time during the course of your attendance. By signing this agreement you consent to the results of any such assessment being passed to the Human Resources Department at the Trust.
 - (b) You must complete and return the Trust’s Occupational Health screening questionnaire. This is attached to this agreement and should be sent directly to the Occupational Health department. It is essential that the questionnaire is completed prior to the commencement of a work experience placement, as the placement will not start until this is received.
 - (c) No liability will be accepted for loss or damage to your personal property whilst on Trust premises whether as a result of burglary, fire, theft or otherwise. You are advised not to bring personal property with you other than that necessary to carry out any duties assigned to you. You may wish

to provide your own insurance cover for any property you do bring with you to the Trust. Under no circumstances must Trust property be removed from the premises unless it is with the prior approval of the line manager. It is strongly suggested that you do not bring anything of value with you to the Trust, as there may not be a secure place for you to lock any items away.

- (d) All information you obtain during your work placement is confidential. In particular, information relating to the diagnosis and treatment of patients, individual staff and/or patients records, and details of contract prices and terms must under no circumstances be divulged or passed on to any other unauthorised person. Patients must be treated with dignity and respect at all times. You must not discuss the names of patients with anyone outside the department in which you are placed. If you are given any documents that contain patient information, you should ensure this patient information is handed back to an appropriate person or put into confidential waste before you leave the department. You must not photocopy or keep copies of any such document.
 - (e) Personal data must also be collected, handled and used in accordance with the Data Protection Act 1998. By signing this agreement you consent to the processing of your personal data by the Trust. Any third party request for any confidential information must be directed to your Trust supervisor. Unauthorised disclosure of confidential information may result in the Trust terminating this agreement with immediate effect and may also lead to personal liability under the Data Protection Act 1998. The Trust will not indemnify you against any liability incurred as a result of any breach by you of confidentiality or breach of the Data Protection Act 1998.
 - (f) It is a requirement that every person displays an identification badge when working on any site associated with the Trust. The person responsible for your supervision will issue this to you on arrival. You must display this at all times whilst on Trust premises.
 - (g) If you are not provided with a uniform you need to remember that what you wear reflects your school/college and the Trust. Clothing should be of a smart, professional appearance; **denim, leather and suede are not suitable and are not permitted**. Minimal jewellery should be worn. Shoes should be comfortable, with a low heel and the toe covered, no sling backs. Trainers may be permitted in some areas but please check with your line manager prior to commencing your work placement. Hair should be tidy. Long hair should be securely tied back. Protective clothing such as aprons and gloves must be worn in accordance with Trust policies in relation to infection control and food handling.
 - (h) The Trust is unreservedly opposed to any form of discrimination whether on the grounds of gender or marital/civil partnership status, sexual orientation, disability, race, religion or belief, colour, creed, ethnic or national origin or age. Discrimination by you towards staff, patients or visitors to the Trust on any of the above grounds may result in the termination of this agreement with immediate effect. Your attention is also drawn to the Trust's Equal Opportunities Policy, a copy of which is available from the Trust's Human Resources Department.
 - (i) You are required to comply with such of the Trust's procedures and policies as are applicable to your attendance at the Trust's premises in accordance with this agreement. You should ensure that you are familiar with the Trust's policies and procedures.
 - (j) You are required to co-operate with the Trust in discharging its duties under the Health and Safety at Work Act 1974 and other health and safety legislation and to take reasonable care for the health and safety of yourself and others while on Trust premises. You are required to familiarise yourself with, and abide by, the Trust's Health and Safety Policy.
- 5.
- (a) This agreement will automatically terminate at the end of your work placement.

- (b) The Trust may also terminate your work placement at any time if you are in breach of any of the conditions of this agreement or if you commit any act which the Trust reasonably considers to amount to serious misconduct or to be disruptive and/or prejudicial to the interests and/or business of the Trust or if you are convicted of any criminal offence.
 - (c) On completion of your work placement, you will immediately deliver to the Trust all documents, papers, drawings and copies relating to the Trust's activities as well as keys, security and identification badge, equipment and other property of the Trust which may be in your possession or control.
6. The Trust requires you to disclose any criminal convictions that you have in accordance with the Rehabilitation of Offenders Act 1974 prior to commencing this agreement. Under the Rehabilitation of Offenders Act 1974 (Exceptions Order) 1975, you are also required to disclose any spent convictions prior to commencing this agreement. Failure to do so may result in this agreement being terminated immediately and without notice.
 7. You must not accept from any company or representative or supplier organisation with which the Trust engages in business transactions any gifts of value, including but not limited to money, merchandise, gifts, weekend or vacation trips. If you are made such an offer, you should report the incident to the Trust immediately. You must not engage in any activity which might adversely affect the Trust's interests.
 8. This agreement shall be in substitution for any previous agreement, whether by way of letter, agreement or arrangement, whether written, oral or implied in relation to your attendance of the Trust's premises for the performance of the duties referred to in paragraph 2 above. This agreement may only be varied with the express written agreement of the parties.

If you wish to accept the conditions of this agreement, please sign the form at the foot of this letter and return the letter to **[insert role and Department]** by **[insert date]** after which date the Trust's offer to attend its premises will lapse. A second copy of this letter is attached for your retention.

Yours sincerely

for and on behalf of

Luton & Dunstable University Hospital NHS Foundation Trust

DO NOT DETACH

I accept the agreement of a work experience placement at the Trust on the conditions set out above

Signed: Date:

Student