

**Letter of Understanding between EBP South and Employers Providing Work Experience**

To ensure that the principle conditions of the Work Experience Programme and the arrangements between the Employer and EBP South are fully understood, Employers are asked to confirm acceptance of the following essential points.

1. The student will carry out worthwhile and meaningful work, as described in the agreed job description. The Employer will ensure that the work is planned by a responsible person. The student will be given an effective Health and Safety induction before starting work and will receive appropriate instructions and supervision during the period of work experience.
2. Supervision will be provided by a suitable, responsible and competent named person.
3. The Employer will ensure that the student does not operate machinery unless adequate instruction and competent supervision can be provided in order for it to be used safely. The Employer shall not require the Student to carry out work of an unsuitable or inappropriate nature. The Employer will ensure that the Student wears protective or special clothing/protective equipment as and when necessary. All prohibitions will be recorded on or attached to the Job Description / Health and Safety Statement.
4. The Employer will inform EBP South if there have been any significant changes since the last use of the work placement.
5. The Student will not receive any payment for their work. Employers are not obliged to assist with expenses but may, if they so wish, make a contribution directly to the Student towards the extra cost of meals and travel expenses.
6. The Student will work the hours shown on the Work Experience Own Placement Form / Agreement Form.
7. The Student will be required by EBP South to sign an Agreement stating that they will
  - not disclose any information confidential to the Employer
  - follow all safety, security and other instructions given by the Employer
  - pass on to their parents or guardians any information from the Employer regarding arrangements for their personal health, safety or welfare (including Risk Assessment information)
8. The Student's parent or guardian will confirm that they do not suffer from any complaint which may cause a hazard either to the Student or those working with him or her. The school will be required to inform the Employer of any known details requiring special attention in order to secure a successful placement.
9. The Employer undertakes to ensure appropriate Employer Liability Insurance cover against accident or injury caused to the Student by the negligence of the Employer or the Employer's servants. The Employer will accept (by way of insurance or otherwise) liability for loss, damage or injury caused by the Student in carrying out the tasks allocated to her/him in accordance with the Employer's instructions.
10. All parties, in accordance with normal practice, will observe all current relevant legislation, including approved codes of practice relating to Health and Safety, Equal Opportunities and Child Protection.
11. The Employer will provide a safe and healthy working environment which covers
  - Welfare facilities
  - Equipment
  - Safe Systems of work
  - Emergency Arrangements
  - Risk Assessments as necessary
12. The Employer agrees to provide reasonable access for the purpose of monitoring the student.
13. In cases of accident or sickness occurring to the Student whilst under the supervision of the Employer, the Student will be allowed to use whatever first aid facilities the Employer provides. The Employer will notify EBP South without delay and arrange for appropriate action to be taken.
14. The Employer will provide EBP South with an accident report, in writing, following any accident which causes injury to a Student on work experience and will report the accident to the enforcing authority, if appropriate, within the time limit stipulated.

Student's name		
School		
Job Title		
No of working days	Start date	End date

**GDPR:**

We hold personal data securely in order to deliver the Work Experience programme in line with the UK Statutory Retention Period – Records Relating to Children and Young Adults:

- Until the child/young adult reaches the age of 21.
- See: Limitation Act 1980.

EBP South is the Data Controller for this information. Veryan is the Data Processor for this information acting on EBP South's instructions for the purpose of delivering a contract around the hosting and supporting EBP South's Work Experience Data in the Link2 Work Experience Software, which we use to store the information provided to us, as identified under this privacy notice. Forms will also be stored on EBP South's SharePoint system which is supported by Aerial Direct IT.

**The categories of information that we collect, hold and share:**

The following personal information is processed:

- Employer name, address and contact details
- Job description related to the work experience opportunity

**CHILD PROTECTION GUIDANCE FOR PLACEMENT PROVIDERS**

For adults working with young people, particularly those still of compulsory school age, it is important to be aware of potentially difficult situations. By following the simple guidance outlined below it should be possible to ensure that the placement is a secure and productive environment for both the provider and the student.

- **Behaviour**

Whilst it is important to reassure a young person who may be nervous in a new placement and reliant on your guidance, you should avoid being over familiar. Never permit 'horseplay' which may cause embarrassment or fear. Staff language and behaviour in the workplace needs to be compliant with company policy. Placement supervisors and students should be made aware of the expectations as part of the induction process. It is good practice to let students know if they have any concerns, who they should report these to.

- **Environment**

Where possible avoid being on your own in an isolated or closed environment with a young person.

- **Touch**

There may be occasions when you need to touch a young person (e.g. When you are guiding them in carrying out a technical operation) but these should be kept to a minimum.

- **Mentor**

Those placed immediately in charge of young people should be competent in their work-role, mature in their attitudes, and yet, at the same time, be at ease with them and without favour or bias, regardless of the pupils age, culture, race, caste, disability, gender or sexuality, in line with the company's equal opportunities procedures.

- **Travel**

Ensure that there is a known destination and check-in times with a third party in situations where a young person will be travelling alone with an adult during the placement. It is a good idea to make available a mobile phone (or equivalent) in such situations. Parental permission will be required.

- **Disclosure**

Occasionally young people may disclose confidential information to a work colleague that gives rise to concern for their physical or emotional safety. In such situations you should speak to your line manager and share your concern with an appropriate representative of the education provider (usually this will be a school's work experience co-ordinator or the head teacher) or the EBP.

Employers should seek advice in confidence from the Education Business Partnership about any problems with which they feel uncomfortable.

- **Disqualification**

You are reminded that you are required by law to protect children from harm and that any employees are required, under the Criminal Justice and Court Services Act, to declare that they are disqualified from working with children.

- **DBS Disclosures**

Anyone who will be supervising a person on work experience could require an Enhanced DBS Check if the person on work experience is under the age of 18 and particularly if a supervisor spends every day or long periods of time alone with that child under age 18.

**Please note: Anyone who has 'supervision of young people' written into their job description is required by law to be DBS checked**