### **Guidance document 3: Stakeholder roles and responsibilities**



**Guidance document 3: Stakeholder Roles and Responsibilities**

This document sets out the responsibilities and expectations of all stakeholder representatives both collectively and individually. It is based on the principles of good practice outlined in the ASET Good Practice Guide for Work-based and Placement Learning in Higher Education which maps to the QAA UK Quality Code for Higher Education and the University Work Placement and Project Policy (**WPPP**).

1. **Responsibilities applicable to all parties**
	1. Complete ***all*** relevant paperwork referred to in the WPPP for both Work Placements (WPs) or Collaborative Projects with Business (CPBs). This should be completed, signed and submitted as required by the dates set by the module co-ordinator/degree programme director, and contain clear information of any outputs and their delivery dates required by the Student, the business and University.
	2. Stakeholders should be aware of each other’s availability throughout the placement/project’s duration, particularly if the WP or CPB is being undertaken remotely. Creating a plan of how and when communication and ongoing placement/project reporting is going to be carried out is particularly important to ensure that meetings can be scheduled and urgent matters can be dealt with accordingly.
	3. Evaluation of the experience is gathered at the end of the WP and the CPB.
	4. Project Ownership, Intellectual Property and Confidentiality
		1. ***Unless agreed otherwise in writing***, the ownership of the project, final report and any associated intellectual property will be held by the Student.
		2. Nothing in the WP Agreement or the CPB Project Agreement shall prevent or hinder the Student from submitting a project on information or results generated as part of their experience.
		3. Publication by any stakeholder (other than the Student’s final report, dissertation or thesis) in relation to the WP or the CPB shall be subject to other stakeholder’s consent, such consent should not be unreasonably withheld.
		4. If the Student relies upon any intellectual property rights that belong to the University as part of their WP or CPB, the business may not use such rights without the consent of the University’s representative in writing. If use is permitted of any material then the business 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 business.
	5. **Liability**
		1. It is recognized that there will be instances where the original project plan may change throughout the placement/project life cycle. Such delays and changes need to be discussed with all parties and the relevant paperwork updated as soon as possible to avoid further delays, changes to outputs, and possible WP or CPB failure.
		2. In the case of placement/projects carried out in whole or part, on-site at the Business, the Business has a duty to manage the Student’s delivery to ensure they receive their intended outputs from the project as agreed in the initial project plan. If the placement/project cannot be completed, and following discussions a new placement/project cannot be designed and undertaken in the time period, the Student and the University cannot be liable if the Business’s deadlines are not met. Conversely, the Business cannot be liable if the Student’s deadline is not met and the idealised outcome cannot be achieved due to reasons beyond their control.
		3. Any party may terminate the WP or CPB if another party is in breach of their commitments. In such instances there is a mandatory two-week notice period and it is necessary for either the Student or the Business Supervisor to notify the University’s representative by written communication.
	6. **General Data Protection Regulations (GDPR)**
		1. All stakeholders should ensure they are aware of, and are following GDPR legislation. As part of the arrangements for a WP or CPB, the University will have to share personal information about the Student with the Business for administrative purposes and possible employment purposes. Occasionally this may include special categories of personal data, such as health information, to ensure the Business can offer the necessary support and meet their obligations to the Student. By signing up to this WP/CPB Agreement, the Student is agreeing to their personal data being shared with the Business. The Business is also confirming that they are compliant with GDPR requirements and have appropriate business and technical measures in place to ensure the personal information of the Student is handled appropriately and stored securely.
	7. **All EU and International WP or CPB Opportunities**
		1. Risk assessments must be made for all WP or CPBs taking place abroad. The nature and complexity of the risk assessment will vary with the type of activity intended and in many cases the work itself will not be unusually hazardous and consideration will primarily need to be given to local conditions. The assessment should be based on previous knowledge, information from the Foreign Office, travel agents and contacts in the place being visited. The Foreign Office, Reuters or the travel agent dealing with the booking will be able to provide information on the necessary vaccinations, local politics, and areas to avoid.
		2. The findings and conclusions drawn from the Risk Assessment should be made familiar to all participants with any significant factors being relayed in writing whenever possible.
		3. For WPs or CPBs outside the EU Students should be aware that sharing their personal information with the Business will involve a transfer outside the EU and that the data protection laws in some overseas countries may not provide the same level of protection as the EU legislation.
		4. Students must be briefed prior to departure and this should include:

Travel arrangements and accommodation

Personal safety

Climatic conditions

Health risks and up to date vaccinations

Cultural differences

Obtaining medical or other emergency assistance

Contacts back in UK

Their personal data may be at higher risk in countries outside the EU which have different data protection standards

1. **Responsibilities of the University Project Supervisor**
	1. To carry out appropriate risk assessment and ensure that Students are adequately covered by University insurance for all aspects of their WP or CPB especially when working out with University premises.
	2. Review the placement/project scope with the Business to ensure it meets academic and research requirements (including health & safety, and ethics) and learning outcomes.
	3. Engage with the Student during the WP or CPB to offer appropriate guidance.
	4. Communicate with the Business Supervisor/Mentor to coordinate meeting(s) or correspondence in order to continually review the progress of the project and to gather feedback from all stakeholders.
	5. Ensure that all parties are aware of the timelines involved e.g. start and finish (submission) date and the format that the final project write-up will take e.g. report, dissertation, research paper etc.
	6. Ensure that the Business receives any agreed outputs by agreed times.
	7. Outline the consequences of failing to successfully complete the WP or CPB to the Student.
	8. Engage with the Business in the case of concerns, where issues have been brought to their attention by the Student or Business.
	9. Placement/Project Supervisors should be aware that the University (as a Tier 4 sponsor) are required to monitor the Student’s engagement whilst on a WP or CPB. Ahead of the start date, Faculties must provide the following information, for Tier 4 Students who are on-sire at a business, to the Student Immigration Team to enable the University to report fully to UKVI:
* Name of the host Business
* Address and contact number for the Business supervisor/mentor
* Location if address of supervisor is different
* Start date and end date
* Details of how it will be assessed

Any questions regarding this should be directed to the Student Immigration Team via internationaladvisor@stir.ac.uk

1. **Responsibilities of the Student**
	1. Delivery of the project in the format determined either by the module/programme requirements and/or as agreed after discussion between stakeholders.
	2. The Student, in conjunction with the Business, will be responsible for appropriate sourcing and referencing of data, and handling commercially sensitive or confidential data in accordance with any required standard imposed by the Business and the University.
	3. To present themselves and behave in a professional manner at all times in accordance with the University of Stirling Student Code (see [https://www.stir.ac.uk/campus-life/Student-code/](https://www.stir.ac.uk/campus-life/student-code/)) and any other codes of practice as set out by any external body that accredits their degree.
	4. Behave professionally while carrying out assigned tasks, including observance of any procedures or practices.
	5. Be respectful of the culture and working practices of the Business, whilst representing the University.
	6. Attendance at the Business’s premises and other locations, as required and agreed, in order to complete the placement/project.
	7. Compliance with all relevant/applicable rules, legal workplace standards as advised by the Business relating to quality assurance, health & safety, environmental standards, confidentiality, data protection, and intellectual property rights.
	8. If not based in the workplace, the Student should be aware that they may be expected to attend meetings as part of their placement/project, to ensure delivery is on track with the Business’s expectations.
	9. Make the Business aware of any special requirements (e.g. relating to any disabilities, illnesses or special medical requirements or additional support needs).
	10. If using their own vehicle Students have responsibility for ensuring that there is adequate insurance cover e.g. to commute to the Business or collecting samples. Students are recommended to discuss with their insurance provider.
	11. Ensure that the Business is aware of the timelines involved e.g. project start, finish (submission) dates and the format that the final placement/project write-up for the University will take e.g. report, dissertation, research paper etc.
	12. Ensure that the Business receives any agreed outputs by agreed times.
	13. Inform the Business host supervisor/mentor as soon as possible if not able to attend their WP or CPB through short term issues, such as illness
	14. Notify, as soon as possible, the module coordinator(s) and WP or CPB supervisor(s) if there any concerns about the placement/project.
2. **Responsibilities of the Business**
	1. To provide a Business Supervisor/Mentor to act as the main point of contact for the Student with the time and experience to take responsibility for the day to day supervision and support of the Student.
	2. To work with the Student to plan and manage key placement/project milestones to ensure that University and Business agreed outputs are delivered by the given deadlines.
	3. To ensure that all resources are ready for the given start date e.g. office accommodation, data, access to appropriate IT facilities/software, employment legalities.
	4. To highlight if any data sources and/or information provided which are confidential and need to be suppressed in the final report.
	5. Whilst the Business is expected to support the Student throughout, it is important that any agreed final project outputs are exclusively the work of the Student.
	6. To engage with the University Supervisor to provide feedback, which may or may not form any part of the Student’s final assessment, as agreed at the outset.
	7. To contact the University Supervisor immediately, if there are any concerns, problems, complaints or grievances.
	8. To ensure that any tasks undertaken by the Student for the Business directly contribute to the delivery of the WP or CPB and are agreed in the relevant Agreement Form. Time should be permitted within the duration of the placement/project to enable the Student to deliver their academic outputs by the agreed deadlines.
	9. Provision of expenses. The Business should contribute to expenses associated with the project as agreed at the placement/project preparation stage and outlined in the relevant Agreement Form.
	10. Insurance and health and safety:
* Maintain adequate and up-to-date Employer’s Liability and Public Liability insurance to cover the Student and any potential loss or liability caused by or to the Student in relation to the WP or CPB.
* The Business will provide a copy of the relevant insurance policies which covers the Student and their WP or CPB to the University on request. The Business confirms that it will not require the Student to partake in any activity that will not be covered by such insurance.
* The Business shall comply with all health and safety laws, rules and guidelines and shall be responsible for the health and safety of the Student whilst on its premises or locations in connection with the Business’s business activities.
* Recognise that the Student will not be familiar with the business’s premises and the business should adapt its procedures and supervision accordingly.
* To provide on-site day-to-day supervision of the Student
* To provide the Student with an induction, provide any relevant training, and ensure that the Student is made aware of, and complies with, workplace regulations.
* Undertake a Covid 19 induction and be provided with appropriate guidelines to mitigate risk
* Inductions should include:
* Health and Safety arrangements and relevant risk arrangements
* Fire precautions and emergency evacuation arrangements
* How to report accidents, incidents and unsafe conditions
* Dress code
* Absence requirements
* Breaks/lunch-times
* Working Hours