

## APPENDIX 1: QUALITY COMMITMENT FOR COLLABORATIVE PROJECTS WITH BUSINESS (CPBS)

This document sets out the responsibilities 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.

### 1. Responsibilities applicable to all parties

- 1.1. Complete a Project Agreement for a Collaborative Project with Business (CPB).  
This should be completed, signed and submitted as required by the dates set by the degree programme and contain clear information of any outputs and their delivery dates required by the Student, Organisation and University.
- 1.2. Evaluation. If requested, complete an evaluation of their experience at the end of the CPB.
- 1.3. Project Ownership, Intellectual Property and Confidentiality
  - 1.3.1. Unless agreed otherwise in writing, the ownership of the project, final report and any associated intellectual property will be held by the Student.
  - 1.3.2. Nothing in this Agreement shall prevent or hinder the Student from submitting a project on information or results generated as part of the CPB.
  - 1.3.3. Subject to paragraph 1.3.1. above, publication by any stakeholder (other than the Student's final report, dissertation or thesis) in relation to the CPB shall be subject to the other stakeholder's consent, such consent should not be unreasonably withheld.
  - 1.3.4. If the Student relies upon any intellectual property rights that belong to the University as part of their CPB, the Organisation may not use such rights without the consent of the University's representative in writing. If use is permitted of any material then the 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 Organisation.
- 1.4. Liability**
  - 1.4.1. It is recognised that there will be instances where the original project plan may change throughout the project life cycle. Such delays and changes need to be discussed with all parties as soon as possible to avoid further delays, changes to outputs and possible CPB failure and the Project Agreement for CPBs updated.
  - 1.4.2. In the case of projects carried out in whole or part, at the Organisation, the Organisation 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 project cannot be completed, and following discussions a new project cannot be designed and undertaken in the time period, the Student and the University cannot be liable if the Organisation's deadlines are not met. Conversely, the Organisation cannot be liable if the student's deadline is not met and the idealized project outcome cannot be achieved due to reasons beyond their control.

1.4.3. Any party may terminate the 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 Organisation Supervisor to notify the University's representative by written communication.

#### **1.5. General Data Protection Regulations (GDPR)**

1.5.1. All stakeholders should ensure they are aware of, and are following the GDPR. As part of the arrangements for a CPB, the University will have to share personal information about the student with the Organisation for administrative purposes and possible employment purposes. Occasionally this may include special categories of personal data, such as health information, to ensure the Organisation can offer the necessary support and meet their obligations to the student. By signing up to this CPB Agreement, the student is agreeing to their personal data being shared with the Organisation. The Organisation is also confirming that they are compliant with GDPR requirements and have appropriate organisational and technical measures in place to ensure the personal information of the student is handled appropriately and stored securely.

#### **1.6. All EU and International CPB Opportunities**

1.6.1. Risk assessments must be made for all 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.

1.6.2. 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.

1.6.3. For CPBs outside the EU students should be aware that sharing their personal information with the Organisation 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.

1.6.4. 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

## 2. Responsibilities of the University Project Supervisor

- 2.1. To carry out appropriate risk assessment and ensure that students are adequately covered by University insurance for all aspects of their CPB especially when working out with University premises.
- 2.2. Review the project scope with the Organisation to ensure it meets academic and research requirements (including health & safety, and ethics) and learning outcomes.
- 2.3. Engage with the Student during the CPB to offer appropriate guidance.
- 2.4. Communicate with the Organisation 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.
- 2.5. Ensure that all parties are aware of the timelines involved e.g. project start and finish (submission) date and the format that the final project write-up will take e.g. dissertation, research paper etc.
- 2.6. Ensure that the Organisation receives any agreed outputs by agreed times.
- 2.7. To outline the consequences of failing to successfully complete the CPB to the student
- 2.8. Engage with the Organisation in the case of concerns, where issues have been brought to their attention by the Student or Organisation.
- 2.9. Tier 4 sponsors (the University) must continue to monitor the student's engagement whilst on a CPB. Faculties must therefore have mechanism in place for monitoring student engagement whilst they are on a CPB based at the Organisation. Any changes must be reported to UKVI through the Student Immigration Team. Any questions or queries should be directed to the Student Immigration Team ([internationaladvisor@stir.ac.uk](mailto:internationaladvisor@stir.ac.uk))
- 2.10. Ahead of the CPB starting Faculties must provide the following information, for Tier 4 students, to the Student Immigration Team to enable the University to report fully to UKVI:
  - Name of the CPB host Organisation
  - Address and contact number for the Organisation supervisor/mentor
  - Location of CPB if address of supervisor is different
  - Start date and end date of CPB
  - Details of how the CPB will be assessed

## 3. Responsibilities of the Student

- 3.1. Delivery of the project in the format determined either by the programme requirements and/or as agreed after discussion between stakeholders.
- 3.2. The Student, in conjunction with the Organisation, 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 Organisation and the University.
- 3.3. 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/](#)) and any other codes of practice as set out by any external body that accredits their degree
- 3.4. Behave professionally while carrying out assigned tasks, including observance of any procedures or practices
  - 3.5. Be respectful of the culture and working practices of the Organisation, whilst representing the University.
  - 3.6. Attendance at the Organisation's premises and other locations, as required and agreed, in order to complete the project.
  - 3.7. Compliance with all relevant/applicable rules, legal workplace standards as advised by the Organisation relating to quality assurance, health & safety, environmental standards, confidentiality, data protection, and intellectual property rights.
  - 3.8. If not based in the workplace, the Student should be aware that they may be expected to attend meetings as part of their project, to ensure delivery is on track with the Organisation's expectations.
  - 3.9. Make the Organisation aware of any special requirements (e.g. relating to any disabilities, illnesses or special medical requirements or additional support needs).
  - 3.10. If using their own vehicle students have responsibility for ensuring that there is adequate insurance cover e.g. to commute to the Organisation or collecting samples. Students are recommended to discuss with their insurance provider.
  - 3.11. Ensure that the Organisation is aware of the timelines involved e.g. project start, finish (submission) dates and the format that the final project write-up for the University will take e.g. dissertation, research paper etc.
  - 3.12. Ensure that the Organisation receives any agreed outputs by agreed times.
  - 3.13. Inform the Organisation host supervisor/mentor as soon as possible if not able to attend their CPB through short term issues, such as illness
  - 3.14. Notify, as soon as possible, the module coordinator(s) and CPB supervisor(s) if there are any concerns about the project.

## 4. Responsibilities of the Organisation

- 4.1. To provide an Organisation 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.
- 4.2. To manage the Student's delivery to ensure they can fulfil the intended outputs and academic requirements.
- 4.3. To indicate which data sources and information provided are confidential and if required, should be suppressed in the final report, allowing the Student time to amend the project output accordingly. Confidential data provided by the company should be marked as such when provided to the Student.
- 4.4. To monitor the Student's project progress on an on-going basis, whilst ensuring that the project remains exclusively the work of the Student.
- 4.5. 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.

- 4.6. To contact the University Supervisor immediately, if there are any concerns, problems, complaints or grievances.
- 4.7. Ensure that the Student is not allowed to complete any tasks for the Organisation during the contracted period, except those which directly contribute to delivery of the CPB and/or are agreed in this Project Agreement to enhance their employability. In cases where other tasks are being undertaken, the Student must be paid in accordance with statutory UK law / minimum wage legislation.
- 4.8. Provision of expenses. The Organisation should contribute to expenses associated with the project as agreed at the project preparation stage and outlined in the Project Agreement for CPBs.
- 4.9. If the student is based at the Organisation:
  - 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 CPB.
  - The Organisation will provide a copy of the relevant insurance policies which covers the Student and their CPB to the University on request. The Organisation confirms that it will not require the student to partake in any activity that will not be covered by such insurance.
  - The Organisation 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 Organisation's business activities.
  - Recognise that the Student will not be familiar with the Organisation's premises and the Organisation 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. This 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