



Memorandum of Understanding

Between Tower Hamlets Education Business Partnership and the Employer providing a Work Experience Placement

Dear Sir/Madam,

To ensure that the principal conditions of the Work Experience Scheme and the arrangements between the Employer and Tower Hamlets Education Business Partnership (THEBP) are fully understood, I should like to set out the following points:

1. **The Job** – The student will carry out meaningful work, as described in an agreed Job Description. The employer will ensure that the work will be planned by a responsible person and the student will receive appropriate induction, instructions and supervision during the period of the work experience.
2. The student will not receive any payment for this work in accordance with education (Work Experience) **ACT 1973**. The employer can however make a contribution directly to the student towards costs of meals and travelling.
3. The student will work the hours shown on the agreed job description.
4. **Health, Safety, Welfare and Security** – The employer will ensure that the student does not operate any hazardous machinery, or carry out work of an unsuitable nature, and that any protective clothing/equipment is supplied where necessary and instruction given on its use. The employer undertakes to restrain any animal likely to cause harm to a student while undertaking work experience. The employer recognises that a student on work experience is regarded as an employee for the purpose of Health and Safety Legislation and the associated duty of care.
5. The employer recognises the need for risk assessments to be carried out for students before the placement and THEBP will convey this to the parents/guardians by agreement.
6. The allocated supervisor is responsible for students even if there are multiple sites. If another employee takes responsibility for a student, the employer will ensure THEBP has the name of this employee and their contact details so THEBP can send them safeguarding guidance.
7. The student's parent or guardian will confirm that he/she is not suffering from any complaint which may cause a hazard to either the student or those working with him/her. THEBP will advise the employer of any known details concerning the student which may require special attention to ensure a successful placement.
8. Students/parents are asked to notify employers/THEBP if they will be late or absent due to sickness.

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9. In case of accidents or sickness on site, the employer will immediately notify THEBP on 020 7655 0312 and process any necessary reports.
10. THEBP has a responsibility towards all students they place with employers. If the student has not arrived within an hour of their agreed start time, the employer will notify THEBP on 020 7655 0312 so THEBP can establish that they are safe.
11. **Safeguarding and Child Protection** – The employer is reminded of their duty of care towards young people and to consider the suitability of staff who will work with young people.
12. THEBP has a Safeguarding Policy and requires employers to follow the procedures set out in the THEBP Safeguarding Policy and Procedures, which can be found on our website: <http://thebp.org/resources/2-safeguarding-policy-and-procedures/>
It is important that you know what to do should a safeguarding matter arise.
13. **Insurance** – The employer has to have Compulsory Employers Liability Insurance, Public liability Insurance and will confirm that the students on work experience are covered by each policy. The employer will accept or insure against liability or loss, damage or injury caused by the student, whilst on work experience with the organisation, to the employer's property (material damage), other employees or third party, in the same way as for paid employees.
14. **Data Protection** – The employer gives permission for THEBP and the appropriate education establishment to process employer personal details for the purposes of work experience placements in accordance with the **Data Protection Act 1998**. Student's personal details are confidential and should be safeguarded in accordance with the **Data Protection Act 1998**.
15. **Monitoring** – The employer will permit access for a teacher to visit the student for monitoring purposes.
16. **Statutory Obligations** – The employer will observe the relevant legislation contained in the **Health and Safety at work etc Act 1974** and associated regulations, the **Sex Discrimination Act 1975**, **The Race Relations Act 1976(as amended)**, **The Protection of Children Act 1978 and 1999** and the **Disability Discrimination Act 2000**.

I would be grateful if you could confirm that this letter of understanding is acceptable to you by signing below.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Helen Sanson'.

Helen Sanson, Director

Tower Hamlets Education Business Partnership



Employer Declaration

I confirm that:

- A) I have read this Memorandum of Understanding and Child Safeguarding Guidance and all the points are acceptable to me.
- B) I have read the Employer Visit Form and have agreed to implement any action points before any students join me for work experience.
- C) I have discussed Health and Safety and Safeguarding matters, with respect to possible work experience placements, with a THEBP representative.

Please complete the below in **BLOCK CAPITALS**:

FULL NAME:	
POSITION:	
ORGANISATION:	
SIGNATURE:	DATE:

Please return a copy of this document to:
Work Experience Team, Tower Hamlets EBP
First Floor, Norvin House, 45-55 Commercial Street, London E1 6BD

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