

DRAFT v7

Undergraduate Optometry Clinical Placement Agreement (short-placements) between

**The School of Optometry and Vision Sciences, Cardiff University
and [\[Name of the Placement Provider\]](#)**

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This Agreement shall commence on (or shall be deemed to have commenced on) the Commencement Date (***date agreement signed***) and shall continue until terminated by either Party in accordance with Clause 4 below.

Parties:

- A. the **[Name of Placement Provider]** (*known as the "Placement Provider"*). If the Placement Provider so wishes, this Agreement can be signed by Optometry Wales, on behalf of the Placement Provider. However, the Placement Provider must complete and sign the 'Placement Operational Agreement' and the 'Placement Provider Questionnaire and Risk Profiling' form and submit to Cardiff University, in advance (normally not less than 10 working days) of the placement taking place. **[Placement Provider Address]**

and

- B. the Head of School, School of Optometry and Vision Sciences, Cardiff University, (known as "*Cardiff University*") Maindy Road, CF24 4HQ, Email: optomplacements@cardiff.ac.uk. Cardiff University is a registered charity, number 1136855 whose administrative office address is 7th Floor, McKenzie House, 30-36 Newport Road, Cardiff CF24 0DE.

1. Purpose of this Agreement

- 1.1 The General Optical Council (GOC) requires that optometry schools should have agreements/contracts with external placement providers. <https://www.optical.org/>.

The purpose of this Agreement is to set out the respective roles and responsibilities of *Cardiff University* and the *Placement Provider* in the provision by the latter of clinical placement experience for registered optometry Students, specifically those Students enrolled in Years 1,2 and 3 of their undergraduate academic programmes, at *Cardiff University*.

- 1.2 1.2 Definitions

Cardiff University	the organisation responsible, as per GOC course requirements, wholly responsible for the student's academic study and pastoral requirements, which provides policies and procedures through a framework for the development, management and delivery of the programme of study at Cardiff University.
Patient	means a member of the public attending the Placement Provider's Practice for an eye examination and/or eye-care service.
Placement Co-ordinator	or nominee, is the responsible staff member of the School of Optometry and Vision Sciences, Cardiff University who co-

	ordinates the Placements with the Placement Providers.
Placement Provider	is an optometric Practice that agrees to take students under supervision on placement where students have access to patients receiving eye care service for their learning in practice. The optometric Practice setting may include domiciliary working and/or an experiential learning site.
Placement Supervisor(s)	means the responsible person for the Student who is appropriately qualified and registered by the GOC, such as an Optometrist, Dispensing Optician, Contact Lens Optician at the Placement Location on the day(s) of the Placement. Any Practice staff member may oversee individual tasks of the Student on a day-to-day basis but the Student's Workbook(which includes attendance and engagement records),must be signed, and dated by the Placement Supervisor/s. .
Placement Tutor	means the responsible staff member of Cardiff University who provides day-to-day academic oversight of the Placement and pastoral requirements of the students.
Placement Operational Agreement	means the agreement between the Placement Provider and Cardiff University for Students on short-placement in Year 1, 2 and/or 3 that outlines: the maximum number of Students that a Placement Provider can accept on Placement for the Academic Year; the placement dates and locations; the placement activities that Students are required to undertake as part of their clinical learning in practice whilst on placement and the non-compulsory/optional activities that a practice can if it wishes incorporate into the placement; placement assessment. It is expected that the Placement Operational Agreement will be updated on an annual basis, with all updates provided to the Placement Provider in advance of the annual placements scheduled in a given Academic Year.
Placement	means clinical learning in an optometric practice through work, and/or learning at work. It consists of authentic structured opportunities for learning, as detailed in the 'Placement Operational Agreement'. The Placement Operational Agreement shall

	contain compulsory learning activities required of each Student and non-compulsory/optional activities that a practice can, if it wishes, incorporate into the Operational Placement Agreement, agreed by the Placement Co-ordinator or nominee.
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1.2 Introduction

The General Optical Council (GOC) has the responsibility for setting the standards and requirements for the delivery of all stages of optometric education and training. The General Optical Council Quality Assurance Handbook (<https://www.optical.org/>) sets out the standards and learning outcomes that it expects organisations responsible for educating and training optometric Students in the UK to meet.

Patient safety is at the core of these standards and organisations that educate, and train optometric Students must make the care of their patients as their first concern.

2. The Clinical Placement

- 2.1 The GOC recognises that it is important that optometry Students receive clinical experience, which must include work-based placement learning in optometric practices.

Each Student requires a prescribed number of clinical experience hours, as detailed by the GOC. These clinical hours and activities required of the Student, and prescribed by *Cardiff University*, will be agreed, in advance of a Placement taking place, between *Cardiff University* and the *Placement Provider*, in accordance with the '*Placement Operational Agreement*' Appendix 1.

Cardiff University currently receives no funding for placements and that discussions are ongoing in relation to payment to Placement Providers for future years.

- 2.2 A mechanism must be in place to record the Student's engagement such as patient experience gained during their work-based placement and attendance, through a Workbook of all patients and conditions seen by the Student supported by a reflective commentary. This Workbook will be issued by *Cardiff University* to each Student before the commencement of the placement, a copy of which will be provided by *Cardiff University* to the *Placement Provider*.
- 2.3 The Parties acknowledge and agree that Placements should only be undertaken in optometric practices, which can also include experiential learning/domiciliary sites approved between both Parties. The Placement

Provider will indicate when completing the 'Operational Placement Agreement' if the full/part placement is to be conducted in an experiential learning and/or domiciliary working. If domiciliary working is required the Placement Provider will be required to complete and submit to the Placement Co-ordinator (optomplacements@cardiff.ac.uk) a 'Placement Provider Questionnaire Risk Profiling – Domiciliary Working' form before the placement takes place.

- 2.4 This agreement will form part of a programme that will be reviewed on an annual basis between Cardiff University and the *Placement Provider*, as detailed in the '*Placement Operational Agreement*' Appendix 1.

Responsibilities of the *Placement Provider*.

- 2.5 The Parties acknowledge and agree that there is no obligation for the *Placement Provider* to provide any Placements and that no transfer of monies is involved in this arrangement. However, any variation to a '*Placement Operational Agreement*', once this written arrangement has been signed, in writing, between the *Placement Provider* and *Cardiff University* to take Student/s on placement, the *Placement Provider* will provide *Cardiff University* with 21 business days' notice in writing, before any changes to the Student's placement takes place, unless there are exceptional circumstances, such as staff sickness (for additional examples see clause 4.1).
- 2.6 If the *Placement Provider* agrees to offer a Placement, the dates of the Placements, locations and the number of Students that can attend the *Placement Provider's* optometric practice/s will be mutually agreed, in advance, between the *Placement Provider* and *Cardiff University*, in writing. For the avoidance of doubt, although, the Placement Locations and the number of students that can attend a Placement are to be mutually agreed, the period and duration of each placement should be during the *Cardiff University* Academic Year, as it is defined in the teaching timetable, and cannot be revised.
- 2.7 Where the Student is subject to formal suspension of Placement, and/or is withdrawn from the Placement/Cardiff University, and/or other material reason that affects the Placement, *Cardiff University* will provide the Placement Provider of any changes giving 21 business days' notice, in writing.
- 2.8 The Student will produce a list of activities completed and conditions seen in the Student's Workbook. The Placement Supervisor/s will be required to sign once, and date the Workbook that the Student has undertaken the prescribed number of working hours and activities/conditions seen as set by the *Placement Provider*.

Type of patients: Typically, Students should be exposed to a range of patient types and ocular conditions. *The Placement Provider* will take all reasonable steps to ensure that the Students are exposed to the range and types of ocular conditions, as detailed in the Student's Workbook (see example contained in the Operational Agreement) and ensure that the Student group size is appropriate for the activity/ies being undertaken. Cardiff University will provide guidance on group size for particular activities in the Operational Agreement. However,

the activity will be at the discretion of the Placement Provider. Any queries or concerns regarding group size can be directed to the Placement Co-ordinator at Cardiff University.

- 2.9 All Placements will be observational, and activity based. All activities undertaken by the Student will be risk assessed by the *Placement Provider*, in advance, of any activity taking place by the Student.
- 2.10 The *Placement Provider* agrees to provide all suitable, sufficient and necessary health, safety and welfare arrangements for the Student when present at the *Placement Provider's* property.
- 2.11 *Cardiff University* will provide the *Placement Provider* with the 'Placement Provider Questionnaire'.
The *Placement Provider* will complete and submit the 'Placement Provider Questionnaire' to Cardiff University in advance of the placement commencement date annually prior to the start the start of the Academic Year.
- 2.12 As soon as reasonably possible and no later than 24 business hours from the date of incident, the *Placement Provider* will notify *Placement Co-ordinator, Cardiff University* of any complaints or concerns relating to the Student whilst on the Placement, including but not limited to attendance (including any instances of unauthorised non-attendance), poor performance, incidents or accidents, and misconduct; and (see Clause 2.17 '*Fitness to Practice*')
- 2.13 Use best efforts to procure that the *Placement Provider* acts in accordance with this Agreement.

Responsibilities of Cardiff University and the Student

- 2.14 A representative of *Cardiff University* will arrange with the *Placement Provider* the maximum number of Students to be placed with the *Placement Provider* on an annual basis, by an agreed date, in advance of the placement/s taking place.
- 2.15 *Cardiff University* will ensure that there is a system in place for the Student to record the Student's own patient experience gained during the work-based placement for example, through a Workbook of all patients and conditions seen by the Student.
- 2.16 *Cardiff University* acknowledges that the Student will, in the course of the Placement, come into contact with Patients and *Cardiff University* agrees that it will, prior to the commencement of the placement:
 - (a) use all reasonable endeavours to ensure that the Student complies with the relevant obligations and restrictions contained in this Agreement;
 - (b) remind the Student to abide by the GOC Standards of Practice for Optical Students that includes proper and professional behaviour;

- (c) procure that the Student undertake mandatory training regarding the importance of maintaining proper and professional behaviour (including but not limited to training in respect of data protection and information governance), and general health and safety training related to optometric practice (this training is not specific to any *Placement Provider's* optometric practice);
- (d) ensure that an enhanced Disclosure and Barring Service, Protecting Vulnerable Groups check is completed for all Students prior to any Students commencing their programme of study at the School of Optometry and Vision Sciences, University;
- (e) use reasonable endeavours to ensure that the Student complies with any applicable policies and procedures of the *Placement Provider* as determined, in writing to *Cardiff University*, by the *Placement Provider* in respect of the specific Placement. The *Placement Provider* agrees to provide *Cardiff University* in reasonable time before the placement, with all applicable policies and procedures and in turn *Cardiff University* will brief each Student on them before they commence the Placement. The Students may be required by the *Placement Provider* to read, sign and adhere to any relevant Standard Operating Procedures, supplied by the *Placement Provider*.
- (f) the Student of the method of anonymising the patient experience contained in the Student's Workbook.

2.17 *Cardiff University* acknowledges that any Student who is subject to, or becomes subject to, a fitness to practice investigation (whether initiated by *Cardiff University* or the relevant regulatory body), where there is a risk identified to their own safety or that of others, including patients, may be suspended from the placement and/or academic studies until the investigation is completed and a decision made. In such circumstances, the *Placement Provider* will inform *Cardiff University*, in writing, that the Student's placement is suspended or discontinued no later than 24 hours from the date of such incident. *Cardiff University* may also suspend or discontinue a placement, in line with Cardiff University Academic Regulations, in which case, *Cardiff University* will notify, in writing, the *Placement Provider* of such action.

2.18 *Cardiff University* will provide the details to the *Placement Provider* of the required hours of attendance and expected activities of each Student for the Placement. For the avoidance of doubt, the hours of attendance and expected activities, will be provided by *Cardiff University* to the *Placement Provider* and agreed between the Parties in writing, prior to the commencement of a Placement.

2.19 *Cardiff University* shall ensure that Students are given a copy of the Placement Providers Practice Guides upon receipt of such guides and other relevant documentation from the Placement Provider, as appropriate. Practice Guides and other placement documentation should be supplied by the *Placement Provider* to *Cardiff University* in reasonable time ahead of the Placement.

Note paragraphs below 2.20, 2.21 are awaiting confirmation of wording from the University Lawyer.

2.20 Will be liable to the *Placement Provider* for any loss suffered up to a total value of £X, as a direct result of any improper or unprofessional conduct by the Student.

2.21 Will be liable to the *Placement Provider* for any costs up to the value of £X, fines, charges or other liabilities arising from any claims or complaints brought in relation to any conduct of the Student during the Placement; and use all reasonable endeavours to ensure that the Student attends the Placement.

There will be an overall liability cap in relation to the liabilities arising under this arrangement.

Placement Review

2.22 The Parties acknowledge that this Agreement and its provisions may be subject to review by *Cardiff University* and/or the *Placement Provider* every two years and more regularly, as required.

A review/feedback between representatives of the *Cardiff University* and the *Placement Provider* will be held after each annual placement block has taken place. Further details will be made available in the Placement Handbook.

Placement Concerns

2.23 The *Placement Provider* may terminate a Student's placement if:

- (a) it is agreed upon mutual consultation with Cardiff University that there are serious concerns around the Student's competence, behaviour, appearance and/or punctuality;
- (b) the Student ceases to be a Student of *Cardiff University* (for whatever reason);
- (c) it is agreed upon mutual consultation with Cardiff University that the Student commits an act of misconduct; or
- (d) the Student becomes subject to a fitness to practice investigation (see Clause 2.17 '*Fitness to Practice*').

2.24 In consultation with Cardiff University, the *Placement Provider* may increase the level of supervision required, decline to involve the Student in any particular activities or if, in their professional judgement, they deem a lack of competence or any other issue with a Student.

2.25 It is reasonable to expect that the *Placement Provider* will be able to manage the day-to-day supervision of Students. However, should the *Placement Provider* experience concerns/issues relating to the Student, these will be

reported, within 24 business hours, to the *Placement Co-ordinator of Cardiff University*. Cardiff University will report to the *Placement Provider* any action taken in a reasonable time.

- 2.26 All Students must adhere to the Academic Regulations of *Cardiff University*, that includes (inter-alia) study, assessment and conduct. As a consequence, all concerns/issues raised by the *Placement Provider* that impact on a Student's study at *Cardiff University*, will be managed by *Cardiff University*.

3. Governance and Compliance

Personal Data

- 3.1 In the course of the Placement, the *Placement Provider* shall have access to data, supplied by *Cardiff University*, concerning the Student. The *Placement Provider* shall store such data securely.

The *Placement Provider* shall process Personal Data relating to the Student as is reasonably required in connection with the Placement.

The Parties shall ensure that the necessary lawful basis is in place to enable the *Placement Provider* to process Personal Data relating to the Student.

- 3.2 The *Placement Provider* shall not disclose Personal Data to any third parties other than:
- to staff members of the *Placement Provider*, or
 - to the extent required by applicable laws, under a court order or governmental body, or authority of competent jurisdiction.

- 3.3 To the extent that either Party processes Personal Data relating to the other Party, it shall at all times comply with the Data Protection Laws. Each Party shall ensure that it has the necessary lawful basis in place to enable such Processing.

- 3.4 The Parties shall ensure that appropriate technical and organisational measures are in place to ensure the security of the Personal Data relating to the Student and that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

- 3.5 For the avoidance of doubt, in relation to any Processing of Personal Data relating to the Student, each Party will be acting as an independent Data Controller.

Freedom of Information

- 3.6 Each Party recognises that the other Party may be subject to legal duties which may require the release of information under the Freedom of Information Act

2000 (the “FOIA”), the Environmental Information Regulations 2004 (the “EIRs”), or any other applicable legislation governing access to information, and that each Party may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

Each Party will take reasonable steps to assist the other to enable it to comply with its obligations. In the event that either Party receives a request for information under the FOIA, the EIRs, or any other applicable legislation governing access to information, it will provide reasonable support and assistance to the other.

Intellectual Property

- 3.7 Save as granted elsewhere in this Agreement, neither Cardiff University nor the Placement Provider shall acquire any right, title or interest in the other's Pre-Existing IPR.
- 3.8 If, subject to the prior written consent of Cardiff University, the Student is required to use any Cardiff University Pre-Existing IPR during the Placement, the University shall licence to the Placement Provider a non-exclusive, royalty-free, non-transferrable licence to use its Pre-Existing IPR solely in connection with the Placement. Any licence granted under this Clause shall automatically terminate upon the expiry of this Agreement.
- 3.9 If the Student or Cardiff University shares any Cardiff University Pre-Existing IPR with the Placement Provider in connection with the Placement, it will be subject to the confidentiality obligations set out in Clauses 3.13 to 3.18 ‘*Confidentiality*’.
- 3.10 Cardiff University shall ensure that the Student shall not produce any thesis, publication or dissertation that includes the Placement Provider’s Intellectual Property Rights without the Placement Provider’s prior written consent. Cardiff University shall, and shall procure that the Student shall, take all necessary steps and take all necessary actions required by the Placement Provider to ensure such IPR vests in the Placement Provider. Subject to the terms of this Agreement and for the avoidance of doubt, this does not include any workbook completed by the Student containing learnings or reflections in connection with the Placement.
- 3.11 Neither Party will use the other’s name or the name of any of the Student provided by the other Party or the other Party’s logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other Party’s written consent.

Confidentiality

- 3.12 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use

nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other Party.

3.13 The Parties may disclose Confidential Information to an employee, consultant, staff member, or agent (in the case of its Affiliates) to the extent necessary for the performance of the Agreement provided such disclosure is subject to confidentiality obligations equivalent to those set out in this Agreement. Each Party shall use its best endeavours to procure that any such employee, consultant, staff member, or agent complies with such obligations. Each Party shall be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made for the duration of 4 years following the termination of this Agreement.

3.14 The obligations of confidentiality in this Clause do not extend to any Confidential Information which the Party that wishes to disclose or use can show:

- is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement;
- was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
- was or is disclosed to it by a third party entitled to disclose the same;
- the Parties agree in writing is not Confidential Information or may be disclosed; or
- is required to be disclosed under any applicable laws, or by order of a court or governmental body or authority of competent jurisdiction.

3.15 *Cardiff University* shall procure that the Student shall keep secret and confidential all Confidential Information relating to the *Placement Provider* and shall procure that the Student shall not use nor disclose the same save for the purposes of the proper performance this Agreement or with the prior written consent of the *Placement Provider*.

3.16 *Cardiff University* acknowledges that the Student will, in the course of the Placement, come into possession of Personal Data relating to Patients and the business processes of the *Placement Provider* and *Cardiff University* agrees that it will:

- prior to the Placement, make the Student aware of the importance of confidentiality in relation to Personal Data relating to Patients and any Confidential Information of *Placement Provider*;
- use all reasonable endeavours to ensure that the Student maintains confidentiality in respect of any Personal Data relating to Patients and Confidential Information of;

Note paragraphs 3.16 below are awaiting confirmation of wording from the University Lawyer.

- will be liable to the *Placement Provider* for any loss up to the maximum value of £X suffered as a result of any unauthorised disclosure of Personal Data relating to Patients or Confidential Information of the *Placement Provider* by the Student during or after the Placement; and
- will be liable to the *Placement Provider* up to the maximum value of £X for any costs, fines, charges or other liabilities arising from any claims or complaints brought by the Patient in relation to any unauthorised disclosure of Personal Data relating to Patients or Confidential Information of the *Placement Provider* by the Student during or after the Placement.

There will be an overall liability cap in relation to the liabilities arising under this arrangement.

3.17 *Cardiff University* undertakes to use all reasonable endeavours to ensure that it and the Student maintain the confidentiality of all materials produced by the Student in connection with the Placement.

Anti-Bribery

3.18 The Parties shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including but not limited to any Anti-Corruption Legislation;
- (b) not engage in any activity, practice or conduct which: (i) constitutes, or would constitute, if carried out in the UK, an offence under sections 1, 2 or 6 of the Bribery Act 2010 (ii) could implicate the other Party in an offence under the Bribery Act 2020; or (iii) is otherwise contrary to any Anti-Corruption Legislation;
- (c) have, and shall maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
- (d) comply with any policies on anti-Bribery, ethical business practice or similar implemented by the *Placement Provider* and *Cardiff University* will use its best endeavours to ensure the Student complies with such policies;
- (e) have and shall maintain in place throughout the duration of this Agreement its own policies and procedures and will enforce them where appropriate;
- (f) promptly report to the other Party if, in connection with the performance of this Agreement, it: (i) receives any request or demand for any undue financial or other advantage of any kind; and/or (ii) it learns of or suspects a possible violation of any Anti-Corruption Legislation; and

- (g) from time to time, at the reasonable request of the other Party, it shall confirm in writing that it has complied with its obligations under this Clause and shall provide access to such people and/or information reasonably requested by the other Party in support of such compliance.

Authority to Contract

3.19 The *Placement Provider* acknowledges that the Student shall have no authority contractually to bind *Cardiff University* or give consent for and on behalf of the University. *Cardiff University* acknowledges, and shall procure that the Student acknowledges, that neither *Cardiff University* or Student will have any authority to contractually bind the *Placement Provider* or give consent for and on behalf of the *Placement Provider*, and agree that they will not at any time hold themselves out as having such authority.

Note paragraphs 3.20, 3.21, 3.22 below are awaiting confirmation of wording from the University Lawyer.

Indemnity

3.20 The University shall, subject to Clauses 3.22 to 3.33 below, will be liable to the *Placement Provider* up to the maximum value of £X for liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by *Placement Provider* arising out of or in connection with the Placement or any acts or omissions as a direct result of the Student during the course of the Placement with the *Placement Provider* pursuant to this Agreement.

Liability

3.21 Subject to Clause 13.22 above, the Parties shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of goods, loss of anticipated savings, damage to software or hardware, or indirect or consequential losses thereof.

3.22 Nothing in this Agreement limits or excludes the liability of the Parties:

- (a) for death or personal injury resulting from negligence;
- (b) for any damage or liability incurred by a Party as a result of fraud or fraudulent misrepresentation by the other Party;
- (c) in the case of the University, as provided for in Clause 13 above; or
- (d) for any other liability which cannot be lawfully limited or excluded.

Costs

3.23 Each Party shall pay the costs and expenses incurred by it in connection with the preparation, negotiation and implementation of this Agreement.

No Partnership, Agency or Employment

3.24 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties or create the relationship of employer and employee between the Parties.

Third Party Rights

3.25 No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

Counterparts and Amendments

3.26 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

Waiver

3.27 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

Publicity

3.28 Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

Note paragraphs 3.29 below are awaiting confirmation of wording from the University Lawyer.

Governing Law and Jurisdiction

- 3.29 All Parties will comply with all applicable laws, statutes and regulations including without limitation the Equality Act.

This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales and the Parties irrevocably agree that the English and Welsh courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Notices of Communication

- 3.30 All correspondence relating to the Placements shall be in writing via email and sent to either the Cardiff University representative or the Placement provider, as appropriate.
- 3.31 Any notice required to be given under this Agreement shall be in writing and via email, details will be provided within the Operational Agreement.

4. Termination and Dispute Resolution

Force Majeure

- 4.1 The Parties reserve the right to terminate this Agreement, if they are prevented from, or delayed in, carrying on their business by acts, events, omissions or accidents beyond their reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of either Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Dispute Resolution

- 4.2 If the Parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to the **Pro Vice-Chancellor (TBC)** of the College of Biomedical and Life Sciences, Cardiff University in the case of the Institution, and to [insert officer] in the case of the Placement Provider in an attempt to resolve the issue within 21 days after the referral. Either Party may bring proceedings in accordance with clause 3.30 if the matter has not been resolved within that 21-day period, and either Party may bring proceedings to

protect its Intellectual Property Rights or Confidential Information in any jurisdiction, whether or not any issue has been escalated under this clause.

Termination

- 4.3 Either Party may for any reason terminate this Agreement by giving six (6) weeks' written notice to the other Party.
- 4.4 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:
- (e) commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
 - (f) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - (g) is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
- 4.5 On termination of this Agreement for any reason the accrued rights, obligations and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 4.6 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:
- Clause 3.1 to 3.5 Personal Data
 - Clause 3.7 to 3.11 Intellectual Property
 - Clause 3.28 Publicity
- 4.7 For the University: the *Cardiff University* Contact at the address set out at the start of the Agreement, or as otherwise specified by the University by notice in writing.

4.8 For the *Placement Provider*, the *Placement Provider's* Contact Name, with a copy to its Company Secretary, at the address set out at the start of the Agreement, or as otherwise specified by the *Placement Provider* by notice in writing to *Cardiff University*.

5. Signatures

As witness whereof the parties hereto have executed this Agreement:

Signed on behalf of: School of Optometry and Vision Sciences, Cardiff University	Signed on behalf of: [Placement Provider]
Name: Job Title:	Name: Job Title:
Date: //	Date: //

END