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5 June 2023

**Ref: Student Enterprise Programme Project ‘Surrey Digital Intern 2023’ (“the Project”) as more specifically detailed at Schedule 1**

Dear Sir/Madam,

I write in relation to the above referenced Project which is being undertaken by:

1. [insert name of student/graduate] (“the Intern”)

It has been agreed that the Intern will carry out the Project as part of a University of Surrey (“University”) funded Student Enterprise Programme with your company [Insert name of the Company] [Insert full company address and company number, if a charity insert address and charity number](“the Company”).

The Project will be undertaken between the dates [Insert commencement date] and [insert the completion date], with interactions with the Company likely to take place with immediate effect. The Intern may be undertaking the Project at the University, although may make ad hoc visits to certain sites of the Company (as agreed with the Company in advance) to undertake activities that are relevant to the Project. Alternatively, the Company may agree with the Intern that they will undertake the Project within the Company, this will be subject to the terms below.

The purpose of this letter of collaboration (“the Agreement”) is to record the agreement that the Company, the University and the Intern (together “the Parties”) have reached in respect of the Project. This Agreement shall be deemed effective from the date the Project commences.

The key contact at the University is:

Kat Mack, Student Enterprise Manager

The key contact at the Company is:

[Insert the company contact and contact information]

The Parties agree as follows:

GOALS FOR THE INTERNSHIP:

1. XX
2. XX
3. XX
4. **Obligations of the Parties**
   1. The University will:
      1. Provide appropriate support and guidance to the Intern;
      2. Pay the Intern £1000; to be paid in 2 instalments of £500, one at the midway point and one when they have successfully completed the Project. The Parties agree that there is no intention for the Intern to be deemed either an employee or a worker of the University. For the avoidance of doubt, no payments shall be due from the University to the Company under this Agreement.
   2. The Company will:
      1. Enable the Intern to have appropriate access, subject to all relevant security approvals and/or other consents to relevant Company information, premises and staff to enable the Intern to undertake the Project;
      2. Provide feedback of the work undertaken by the Intern during the Project as required by the University.

If the Intern is visiting Company premises:

* + 1. Carry out an appropriate risk assessment of the activities to identify potential risks to the Intern, in partnership with the Intern. Where risks are highlighted, the Company will put in place appropriate mitigating action and the University will be notified.
    2. Where the Intern is visiting the Company’s premises, provide the Intern with a full and clear induction to any relevant rules, policies and working practices, including but not limited to health and safety arrangements, fire precautions and emergency evacuation arrangements, how to report accidents, incidents and unsafe conditions;
    3. Provide access to facilities and equip the Intern with all training, equipment, materials and support (including, but not limited to, laboratories, computers and any safety equipment and clothing) that are required for the performance of the Project;
    4. Indemnify the Intern and University against any potential loss or liability caused to the Intern, University or any third party in relation to the Project whilst the Intern is under the Company’s supervision or guidance, during a site visit. The Company agrees to provide a copy of the relevant documents which demonstrates such indemnity, to the University on request, including but not limited to public liability insurance, employer’s liability insurance and professional indemnity insurance. The Company confirms that it will not require the Intern to partake in any activity outside of those stated in this Agreement.
  1. The Intern will:
     1. take responsibility for their work during the Project and behave responsibly and treat all persons with appropriate dignity and respect, and to not do anything which may bring the University and/or the Company into disrepute;
     2. Work diligently and complete the Project as set above;
     3. Maintain confidentiality during the Project in accordance with the obligations of confidentiality as set out herein;
     4. If the Intern is visiting the Company’s or third party premises, follow all reasonable instructions of the Company or the third party, particularly regarding health and safety requirements.

1. **Confidential Information** 
   1. Confidential Information means any and all technical, financial and/or other information which is proprietary to the Disclosing Party (or which the Disclosing Party is obliged to keep secret but entitled to disclose hereunder) including without limitation, information relating to Intellectual Property, trade secrets, analyses, compilations, forecasts, studies, inventions, designs, drawings, and other material related to the same, non-public financial information including without limitation, business and marketing plans, business methods, pricing policies, product ideas, and other business, technical, marketing or operating information, whether disclosed orally or in written hard copy or electronic form or in or on any other media or format.
   2. All Confidential Information which the Intern, the University and the Company (each “the Recipient” as applicable) receives from another Party (“the Disclosing Party”) which the Disclosing Party specifically designates to be confidential prior to the disclosure whether in tangible or visible form or whether communicated orally, or where the Recipient would normally consider such information to be confidential shall be treated by the Recipient as Confidential Information. The Recipient shall use all reasonable endeavours to procure that the same be kept confidential and will not disclose the same to any other person without prior written consent of the Disclosing Party in each case except to the extent that it is reasonably necessary in or for the purposes of the exercise of the rights and licences granted to it pursuant to this Agreement.
   3. These obligations shall not apply to data or information which the Recipient can clearly demonstrate:
      1. was known to the Recipient prior to disclosure; or
      2. was or becomes in the public domain through no fault of the Recipient; or
      3. becomes available to the Recipient by an unconnected third party with the lawful right to make such a disclosure; or
      4. has been independently developed or conceived by the Recipient; or
      5. the Recipient is required to disclose by law (including pursuant to the Freedom of Information Act 2000), regulation or an order of a court.
   4. The Company understands that the Intern is permitted to make reference, in generic terms, to the type of work or tasks that the Intern has done as part of the Project for employability purposes e.g. on future internship or job applications. The Intern understands however that if they wish to provide specific details and/or Confidential Information, i.e. about the nature or specific steps undertaken on the Project, they will need to seek permission from the Company, giving written details of the information they wish to disclose. Provided the disclosure does not contain Confidential Information, consent will not be unduly withheld.
   5. For the avoidance of doubt, the obligations set out in this Confidentiality section will continue to apply for a period of 3 years following termination or expiry of this Agreement.
2. **Intellectual property**
   1. All patents, registered designs, copyright database rights, know-how, applications for any of the above and any similar right recognised from time to time in any jurisdiction (“Intellectual Property”), produced or developed by the Intern during the Project, (“Arising IP”) shall belong to the Company and the Intern hereby assigns all such existing and future Arising IP and all materials embodying these rights to the Company to the fullest extent permitted by law.
   2. The Intern undertakes to do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.
   3. Nothing contained in this Agreement or any licence agreement pertaining to this Project shall affect the absolute and unfettered rights of each Party in any Intellectual Property controlled or owned by a Party prior to the date of commencement of the Project (“Background IP”).
   4. The Company grants to the Intern a non-exclusive, perpetual, royalty-free licence (without the right to sub-licence), subject to any existing third party obligations and obligations of confidentiality, to use its relevant Intellectual Property for the purpose of the Project and other non-commercial purposes only, such as those related to their programme of study at the University.
   5. The Company grants to the University a non-exclusive, royalty-free licence (without the right to sub-licence), subject to any existing third party obligations and obligations of confidentiality, to use its relevant Intellectual Property for the purpose of supporting the Intern in delivering the project.
3. **Publication and Reporting** 
   1. The Company should be aware this Project is taking place in the context of a wider project, which is being funded by Santander (“the Funders”). Within this context the University will be required in line with the terms of its agreement with the Funders to provide details to the Funders about the Project being undertaken by the Intern.
   2. At the end of the wider project, the University is required to produce a report to the Funders regarding the wider project and the University may include details of individual projects in that report as case studies. Should this Project be selected as a case study the University will inform the Company and the Intern of this.
   3. The University may also wish to publish this scheme more widely, should it wish to publish details of this particular Project, the University will contact the Company and the Intern and seek their permission before making such a publication.
4. **Sharing of Personal Data**
   1. It is intended that the Intern, Company and the University will share certain personal data with each other by consent for the duration of the Project. This is necessary to enable the delivery, support and monitoring of the Project.
   2. All Parties shall observe and comply with the provisions of the data protection laws including the Data Protection Act 2018 and UK General Data Protection Regulations (UK GDPR), and will ensure that any Personal Data, as defined in the UK GDPR, exchanged between the Parties is only held, used and disclosed solely for the purpose of delivery of this Agreement.
   3. Intern
      1. The Intern will share their personal data directly with the University and the Company.
      2. If the Intern has a student visa, the Intern will need to ensure that their attendance and engagement on the Project do not exceed the permitted working hours whilst on the Intern’s Student Visa.
      3. During the Project, the Company may be asked to share personal data about the Intern with the University to enable the University to support the Intern in their placement.
      4. The Company will be able to advise the Intern as to how they will process the Intern’s personal data including where they store it, how long they keep it, who they share it with and how they destroy it.
      5. If the Intern would like more information as to how the University processes the Intern’s data and the Intern’s rights under the data protection legislation, please see the University’s Student Privacy Notice at: <https://www.surrey.ac.uk/student-privacy-notice>.
      6. The Intern must keep their personal details up to date with the Company and the University to ensure that it is accurate.
   4. Company
      1. The University may require the Company to share personal data about the Intern with the University when one or more of the following conditions are applicable:
         1. To inform the University of the Intern’s progress;
         2. In cases of serious breaches of discipline to advise and consult with the University primary point of contact;
         3. In the case of international students with a Student visa, to monitor the attendance and engagement of the Intern during the Project;
         4. To notify the relevant University primary point of contact in the event of the Intern being absent without explanation.
      2. The Company undertakes that it will:
         1. Only share the Intern’s personal data:
            1. for the above purposes; or
            2. where necessary for the administration of the Project; or
            3. where there is a legal or statutory reason for doing so;
         2. Maintain accurate records so that the reporting of any breaches etc. by the University can be fulfilled;
         3. Keep the Intern’s data on secure systems;
         4. Only keep the Intern’s personal data for as long as it is necessary for the purposes of administering this programme and that the Company will destroy it securely in line with the Company’s retention policies.
         5. Accept liability for any breach of these undertakings.
   5. University
      1. As a placement provider for the Intern, the University will process the name, position and email address of the designated staff member of the Company and the Company details.
      2. As an Intern, the University will process the Intern’s personal data in relation to their progress.
      3. The University undertakes to:
         1. Maintain accurate records in respect of the Intern’s data;
         2. Keep the Intern’s data on secure systems and destroy it securely in line with the University’s retention policies;
         3. Accept liability for any breach of these undertakings.
   6. In relation to the processing of the personal data under this Agreement, the Company and the University shall have the following roles:
      1. The Company is the [data controller](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) where they process Intern [personal data](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/what-is-personal-data/) in relation to the employment or similar setting and monitoring of work performance in the Project.
      2. The University is the [data controller](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) in relation to Intern performance and Intern journey at the University.
      3. Where the Company is processing and sharing Intern personal data on behalf of the University for the above purposes they are acting as [data processor](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) on behalf of the University. Each party will comply with their respective obligations under data protection legislation.
   7. Any suspected or actual data breach can be reported by any party to this Agreement at: <https://www.surrey.ac.uk/form/data-breach-form>.
   8. **The responsibilities of the University, Company and Intern are detailed above. By signing this Agreement, respective parties undertake to abide by these requirements.**
5. **Termination**
   1. This Agreement may be terminated by either Party on the following basis:
      1. In the event that the Intern leaves the Project;
      2. For any breach of the obligations set out in this Agreement, within the period of the Project then written notice to the other Parties of its intention to terminate is required. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the duration of the Project, then the termination shall not take effect;
      3. If the breach is of a nature such that it can be fully remedied but not within the duration of the Project, then the Agreement is not terminated if the Party in breach begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully; or
      4. If the breach is incapable of remedy, then the termination shall take effect on the date detailed within the notice.
6. **General**
   1. The Company shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Company shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
   2. The Company shall not, in the performance of its obligations under the Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. In addition to having its own adequate procedures in place, the Company shall comply with any policy or procedure governing anti-bribery imposed by the University and warrants that in performing its obligations under this Agreement, it will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this clause to act improperly shall be interpreted in accordance with the Bribery Act 2010. The University shall be entitled to terminate the Agreement immediately and to recover from the Supplier the amount of any loss resulting from a breach of this Clause 7.2.
   3. In performing its obligations under the Agreement, the Company shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Agreement. The University shall be entitled to terminate the Agreement immediately and to recover from the Company the amount of any loss resulting from a breach of this Clause 7.3.
   4. In performing its obligations under the Agreement, the Company shall comply with all applicable anti-facilitation of tax evasion laws and regulations including the Criminal Finances Act 2017. The Company shall not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017. The University shall be entitled to terminate the Agreement immediately and to recover from the Company the amount of any loss resulting from a breach of this Clause 7.4.
   5. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the Parties within this capacity, whether oral or in writing.
   6. No Party shall hold itself out as having authority to negotiate, settle and/or commit another Party to any legally binding agreement or act, and nothing in this Agreement shall render the Intern to be an employee of the Company or the University and the Intern shall not hold himself/herself out as such.
   7. This Agreement is made solely and specifically between the named Parties for their sole benefit. This Agreement is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Right of Third Parties) Act 1999 or otherwise.
   8. Any obligations set out in this Agreement which are either expressed to survive termination or expiry of this Agreement or, from their nature or context are intended to survive termination or expiry, shall survive termination or expiry of this Agreement, however arising. For the avoidance of all doubt the sections of this letter relating to Intellectual Property and Confidentiality shall survive termination.
   9. Any variation of or amendment to this Agreement shall only be effective if it is in writing and signed by all Parties.
   10. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.
   11. If any dispute arises between the Parties out of this Agreement, representatives of the Parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, work together in good faith effort to resolve the dispute. Where the dispute involves the Intern, the Intern may nominate a representative to discuss the issue on their behalf.
   12. Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits to the jurisdiction of the English Courts.

|  |  |
| --- | --- |
| For and on behalf of the University of Surrey  Signed………… …………………….  Dated | For and on behalf of the [insert name of company]  Signed……………………………….  Name  Position  Dated………………………………… |

Signed by the Intern undertaking the Project:

|  |
| --- |
| Signed……………………………….  Name  Dated………………………………… |

**SCHEDULE 1**

[Insert Student’s project title]

[Insert details about the student’s project]