**THIS AGREEMENT** is made the Day of Month Year between

1. The University of Birmingham of Edgbaston, Birmingham, B15 2TT, United Kingdom ("the University"); and
2. [Insert name of Employer] (registration no: [insert]) of [insert address] (“the Employer”); and

(3) [Insert name of Intern] of [insert address] (the “Intern”).

(individually a “Party” and collectively the “Parties”).

**WHEREAS**

1. The Intern is a student, or recent graduate, of the University.
2. The University has advertised on behalf of the Employer, the Intern has applied for, and the Employer has selected the Intern for, the Internship.
3. The Internship does not form part of the programme of study being (in the case of a current student), or having been (in the case of a recent graduate), undertaken by the Intern at the University.
4. The University will fund the Internship by way of the University Contribution.
5. The Parties agree that the Intern will undertake the Internship on the terms and conditions of this Agreement.
6. **DEFINITIONS**
   1. In this Agreement the following expressions shall have the following meanings:
      1. “Contract of Employment” means the contract of employment to be entered into between the Employer and the Intern in connection with the Internship.
      2. “Intellectual Property Rights” means any and all of copyright, patent, registered design, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
      3. ‘Materially Breaches’ means a breach (including an anticipatory breach) which is not minimal or trivial in consequences to the Party terminating for material breach. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
      4. “Internship” means the activities undertaken at the Employer as more particularly described in the job description created by the Employer and advertised by the University on its behalf and in the Contract of Employment.
      5. “Internship Period” means [insert] days, to take place between [insert] and [insert] on a schedule as agreed in writing between the Parties.
      6. "Law" means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales and in particular (but not limited to) any competition law provisions that apply to the employment sector;
      7. “University Legislation” means the Charter, Statutes, Ordinances, Regulations and Codes of Practice of the University from time to time.
      8. “University Contribution” means the sum of [insert] payable by the University to the Intern in accordance with clause 3.
      9. The University Contribution shall be inclusive of any and all expenses (whether incurred by the Intern or otherwise), VAT, National Insurance contributions and any other taxes and contributions payable by the University.
7. **THE Internship** 
   1. The Internship shall, subject to the remaining provisions of this Agreement, run for the Internship Period.
   2. The Employer and the Intern shall enter into a contract of employment which covers the duration of the Internship, requires the Intern to work not less than the working hours set out at clause 1.1.5, complies with all applicable employment legislation, and shall not be inconsistent with this Agreement.
   3. The Parties acknowledge that the University makes no representation, warranty or other assurance as to the accuracy of the job description created by the Employer and advertised by the University on its behalf or the eligibility or suitability of the Intern for the Internship.
   4. The Internship will typically be conducted in the offices of the Employer or such other locations as may be specified in the Contract of Employment, including, potentially, the Intern’s home if the internship is undertaken as a ‘virtual internship’.
   5. The Employer shall provide the Intern with an induction to the Employer’s lawful rules, policies and procedures, and safety and other regulations (making clear what are appropriate to the Intern e.g. Safeguarding Processes, expenses reclaim, Lone Working, Child Protection, Health and Safety, Equality and Diversity) and other areas as determined by the Employer.
   6. The Intern and the Employer shall each comply with all lawful rules, policies and procedures, and safety and other regulations, communicated to the Intern by the Employer and/or which the Employer may reasonably prescribe during the Internship Period. Without prejudice to the generality of the foregoing, the Employer and the Intern shall each comply with all such rules, policies, procedures, regulations, and with all applicable legislation, in connection with all matters arising out of or otherwise connected with either severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or COVID-19 (the official designation of the disease which can be caused by coronavirus).
   7. The Employer shall in cases of accidents or incidents involving the Intern or breaches of discipline by the Intern, advise and consult with the University on the basis that such accidents, incidents and breaches be dealt with in accordance with the Contract of Employment and the Employer's contracts of employment and rules, policies and procedures, and safety and other regulations (as appropriate).
   8. The Employer and the Intern shall each immediately notify the University in writing if the Internship terminates before the end of the Internship Period.
   9. The Intern shall complete and provide to the University:
      1. the [bank details and pre-internship evaluation form](https://uobasops.formstack.com/forms/work_experience_bank_account_details_form) prior to the commencement of the Internship Period;
      2. the post-internship evaluation forms within 14 days of the completion (or any earlier termination) of the Internship

If you have any issues accessing the above forms, the intern may email [internships@contacts.bham.ac.uk](mailto:internships@contacts.bham.ac.uk).

* 1. The Intern shall, if and while a registered student of the University, be subject to all University Legislation. The Intern will inform the University of any personal factors (e.g. health, disability, linguistic or cultural) that may affect the level of risk or may require adjustments for the Internship. The Intern will report any incidents in which the Intern is involved and any injury and/or health and safety concerns to the University that are not addressed by the Employer.
  2. The Intern will not do anything which may bring the University and/or the Employer into disrepute. The Intern will act appropriately and professionally whilst on Internship and in line with the Internship’s Provider’s policies and instructions.

1. **Financing of the Internship**
   1. Subject to confirmation in writing of the Intern’s bank details, the University will pay the University Contribution to the Intern within 30 days from the date of this Agreement.
   2. In the event of termination, for any reason, of the Internship and/or the Contract of Employment and/or this Agreement before the end of the Internship Period (which shall for the avoidance of doubt include the period of time before the commencement of the Internship Period), the Intern shall within 30 days of the date of termination repay to the University a pro-rata portion of the University Contribution calculated by reference to the period of time between the date of termination and the end of the Internship Period.
   3. The Intern acknowledges that:
      1. they shall not be entitled to recover from the University any expenses incurred by them in connection with the Internship; and
      2. any entitlement of theirs to recover from the Employer any expenses incurred by them in connection with the Internship will be set out in the Contract of Employment.
2. **INTELLECTUAL PROPERTY**
   1. The Parties agree that any Intellectual Property created by the Intern in the course of their employment during the Internship shall vest in the Employer.
3. **CONFIDENTIALITY**
   1. For the purpose of this clause “Confidential Information” shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, data, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Internship.
   2. Subject to the provisions of paragraph 6.3 below, information and materials which are marked as confidential (“Confidential Information”) by a Party to this Agreement who is disclosing them (“the Disclosing Party”) and received by another Party hereto (the “Receiving Party”) shall not be disclosed by such Receiving Party to any third party without the written consent of the Disclosing Party, or used by such Receiving Party for any purpose other than that of progressing a Internship. In the event that Confidential Information is disclosed to a third party by the Receiving Party, such disclosure shall be made under written terms of confidentiality no less stringent than the terms set out in this Clause 5 and with the agreement of the Disclosing Party. This obligation of confidentiality on the Receiving Party shall extend for a period of 5 years from the end of the Internship Period.
   3. The undertaking in Clause 5.2 above shall not apply to Confidential Information:
      1. which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
      2. which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
      3. which a Party can demonstrate was known to them or subsequently independently developed by them and not acquired as a result of participation in the Internship, nor using, derived from, referring to or in any way relates to the Confidential Information;
      4. lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or
      5. required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.
   4. If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is another Party’s Confidential Information, it will notify the other Party and will consult with the other Party. The Party will respond to the University within 5 days after receiving the University’s notice if that notice requests the other Party to provide information to assist the other Party to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.
4. **TERMINATION**
   1. If any Party Materially Breaches any provisions of this Agreement, or in the case of the University or the Employer passes a resolution for its winding-up or if a court of competent jurisdiction makes an order for its winding-up or dissolution the other Parties may by agreement between them terminate this Agreement.
   2. This Agreement shall automatically terminate on the termination, for any reason, of the Internship and/or the Contract of Employment, and the Internship shall automatically terminate on the termination, for any reason, of this Agreement.
   3. Upon termination or expiry of this Agreement howsoever arising all rights and obligations of the Parties shall cease to have effect immediately save to the extent that they are either expressly or by implication intended to continue in force.
5. **LIMITATION OF LIABILITY INSURANCE AND VISA REQUIREMENTS**
   1. No Party excludes or limits its liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or for any other matter for which it would be unlawful for the Parties to exclude liability
   2. Subject to clause 7.1, the University shall not be liable to the Employer and the Intern or either of them for any claim arising out of or otherwise connected with the Employer’s and Intern’s acts and omissions during the course of the Internship, and its liability to the Employer and the Intern shall be limited in the aggregate to the University Contribution .
   3. The Employer will hold and maintain adequate public liability, employer’s liability, and such other appropriate insurance as is necessary to cover the Employer, its staff, the Intern and the University in respect of personal injury or death, or injury, loss or damage to property, and vicarious liability.
   4. The Intern acknowledges that they will not be covered by the University’s insurance during the Internship, and that they are responsible for their own safety and wellbeing during the Internship.
   5. The Intern and the Employer must, if the Intern is a non-UK national, check and satisfy themselves as to the terms of the Intern’s visa in order to determine whether the Intern is eligible to undertake the Internship and (without prejudice to the generality of clause 2.3) the University shall have no liability to the Employer and the Intern and either of them if it transpires that the Intern is not so eligible.
6. **NOTICES**
   1. The Intern’s contact details for the purpose of receiving Internship-related communication shall until further notice be:

[Insert email address]

The University’s representative and contact details for the purpose of receiving Internship-related communication shall until further notice be:

Sarah Garner – internships@contacts.bham.ac.uk

The University’s representative for the purpose of receiving any legal notices shall be:

The Registrar and Secretary, The University of Birmingham, Edgbaston, Birmingham B15 2TT

The Employer’s representative and contact details for the purpose of receiving Internship-related communication and any legal notices shall until further notice be:

[Insert name and email address]

* 1. Notices may be served by hand, or registered or recorded delivery post and will be deemed to have been served as follows: if delivered by hand or registered post: at the time of delivery provided it is delivered before 5.00pm on a business day (being a week day other than a bank holiday or University Closed Day (as published)) and, if not, on the next business day. In the case of the University, all legal notices must be copied to legalservices@contacts.bham.ac.uk. Save as aforesaid, service of notices by email or fax is not permitted.

1. **DISPUTE RESOLUTION**
   1. If the Intern has any concerns in respect of the Internship, resolution should be sought through open discussions and active problem solving with their line manager within the Employer.

* 1. If any dispute arises out of or in connection with the subject matter of this Agreement between the University and Employer, the University and the Employer will first attempt to resolve the matter informally through designated senior representatives of the University and the Employer to the dispute, who are not otherwise involved with the Internship. If the University and the Employer are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure with each party bearing their own costs of mediation.
  2. The Employer shall ensure that it has well defined procedures for investigating and addressing allegations of misconduct and other disciplinary concerns that may arise in the Internship and provide the same on request to the University and/or Intern. Such procedures will be brought by the Employer to the attention of the Intern during the Intern’s induction. Where such allegations or where concerns ever arise leading to a subsequent formal investigation, the Employer shall inform the University in writing. The Employer shall investigate such concerns and notify the University of the outcome in writing. The Employer shall cooperate with the University in relation to any fitness to practise or misconduct proceedings instigated by the University arising out of the Internship and if necessary provide witness statement, supporting documentation for the allegations or concerns and attend a subsequent hearing if reasonably requested.

1. **GENERAL**
   1. No party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control but not limited to acts of God, government restrictions, wars, insurrections, national emergency, epidemic, pandemic (including matters arising out of or otherwise connected with either severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or COVID-19 (the official designation of the disease which can be caused by coronavirus), industrial action, government restriction, unforeseen closure of the University, unauthorised occupation of the University’s premises by third parties, power outage, adverse weather and/or any other cause beyond the reasonable control of the affected Party (hereinafter “Event of Force Majeure”), provided the same arises without the fault or negligence of such party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided always that if any Event of Force Majeure continues for a period of 3 (three) months or more, any of the Parties shall have the right to terminate this Agreement forthwith by written notice to the other parties. All parties shall use their reasonable endeavours to minimise the effects of any force majeure.
   2. The University and the Employer each agree to comply with the Data Protection Act 2018 and General Data Protection Regulation, and undertake to observe and abide by the provisions of Schedule 1 in relation to all personal data and sensitive personal data held in relation to the Intern undertaking the Internship either directly or indirectly related to the performance of this Agreement.
   3. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, ethnic or national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 or any re-enactment thereof and all legislation and directives relating to equality and discrimination.
   4. The Parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.
   5. The Parties agree to comply with, and to the other party fulfilling its obligations under, the Counter-Terrorism and Security Act 2015, and the University’s Code of Practice on Freedom of Speech on Campus (in each case as amended from time to time), and all related laws, regulations and codes.
   6. Clause headings are inserted into this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
   7. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University or the Intern and the Employer or the relationship between them of principal and agent or employers and employee.
   8. The University, Intern nor the Employer shall not use the name, crest, logo or registered image of the other Party in a press release or promotional materials, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed; provided, however, the publication of the sums received from the Employer in the University’s Annual Report and similar publications shall not be regarded as breach of this clause.
   9. Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
   10. This Agreement and its Schedule (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Internship. Any variation shall be in writing and signed by authorised signatories for both parties.
   11. This Agreement shall be governed by English Law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
   12. If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the parties.
   13. Neither Party shall assign or transfer its rights under this Agreement in whole or in part to any third party which may acquire a direct interest in the Employer or business to be acquired without the prior written consent of the other Party
   14. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.
   15. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
   16. No failure or delay by either Party in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other further exercise of such rights.

**Signed for and on behalf of [Employer]**

Signature:

Name:

Title:

Date:

**Signed for and on behalf of The University of Birmingham**

Signature:

Name:

Title:

Date:

**Signed by the Intern**

Signature:

Name:

Date:

**SCHEDULE 1**

1. Data Protection Schedule
2. Definitions

In this Schedule and its Appendix (together "this Schedule") the following definitions shall apply:

|  |  |
| --- | --- |
| **"Controller", "Processor" "Data Subject" and "Data Protection Officer"** | shall have the meaning given to those terms in the applicable Data Protection Laws. |
| **"Data Protection Laws"** | means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, the GDPR, the Data Protection Act 2018 (“**DPA**”) and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time. |
| "**Data Processing Particulars**" | means, in relation to any Processing under this Agreement:   * the subject matter and duration of the Processing; * the nature and purpose of the Processing; * the type of Personal Data being Processed; and * the categories of Data Subjects   as set out in the Appendix to this Schedule. |
| **"Data Subject Request"** | means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object. |
| **"GDPR"** | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016. |
| **"Good Industry Practice"** | means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading school or university seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws. |
| "**ICO**" | means the UK Information Commissioner's Office, or any successor or replacement body from time to time. |
| "**ICO Correspondence**" | means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data. |
|  |  |
| **"Losses"** | means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. |
| **Permitted Recipients**" | means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in the Appendix to this Schedule (*Data Processing Particulars).* |
| **"Personal Data"** | means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in the Appendix to this Schedule (*Data Processing Particulars*)). |
| **"Personal Data Breach"** | has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph 2.2.2(d). |
| **"Processing"** | has the meaning set out in the Data Protection Laws (and "**Process**" and "**Processed**" shall be construed accordingly). |
| **"Restricted Country"** | means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable). |
| "**Security Requirements**" | means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable. |
| **"Sensitive Personal Data"** | means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR. |
| "**Third Party Request**" | means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation. |

1. Data Protection
   1. Nature of the Processing
      1. The Parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:
         1. the Parties shall each Process the Personal Data;
         2. each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
            1. the University shall be a Controller where it is Processing Personal Data in relation to Interns for the purpose of advertising the Internship, administering its obligations under this Agreement, and all aspects of the Internship;
            2. the Employer shall be a Controller where it is Processing Personal Data in relation to Interns for the purpose of undertaking human resources functions and all aspect of the Internship; and
            3. the University and the Employer shall be Controllers in common.
         3. notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(d) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.
      2. Each of the Parties acknowledges and agrees that the Appendix to this Schedule (*Data Processing Particulars*) is an accurate description of the Data Processing Particulars.
      3. Each of the Parties acknowledges that:
         1. the Data Protection Officer for the University is Carolyn Pike OBE, Director of Legal Services, The University of Birmingham, Edgbaston, Birmingham B15 2TT (email: [*dataprotection@bham.ac.uk*](mailto:dataprotection@bham.ac.uk) tel: 0121 414 3916); and
         2. the Employer will notify the University of the name and contact details of its Data Protection Officer.
   2. Data Controller Obligations
      1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
      2. Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
         1. where required to do so make due notification to the ICO;
         2. ensure it is not subject to any prohibition or restriction which would:
            1. prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
            2. prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
            3. prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement.
         3. ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;
         4. ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements;
         5. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
         6. use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
         7. notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
            1. implement any measures necessary to restore the security of compromised Personal Data; and
            2. support the other Party to make any required notifications to the ICO and/or other
            3. equivalent relevant Regulator and affected Data Subjects;
         8. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
         9. not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
         10. not transfer any Personal Data it is processing to a Restricted Country;
         11. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
         12. not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation).
   3. Data Processor Obligations
      1. To the extent that either Party Processes any Personal Data as a Processor for and on behalf of the other Party (as the Controller) it shall:
         1. only Process the Personal Data for and on behalf of the Controller for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any documented instructions from the Controller;
         2. keep a record of any Processing of the Personal Data it carries out on behalf of the Controller;
         3. unless prohibited by law, notify the other party immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Applicable EU Law to act other than in accordance with the instructions of the Controller, including where it believes that any of the Controller's instructions under Paragraph 2.3.1(a) infringe any of the Data Protection Laws;
         4. take, implement and maintain appropriate technical and organisational security measures and where requested provide to the Controller evidence of its compliance with such requirements;
         5. within thirty (30) calendar days of a request from the Controller, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Controller (and/ or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Schedule, and provide reasonable information, assistance and co-operation, including access to relevant Personnel and/ or, on the request of the Controller, provide the Controller with written evidence of its compliance with the requirements of this;
         6. not disclose Personal Data to a third party (including a sub-contractor) in any circumstances without the Controller's prior written consent, save in relation to Third Party Requests where the Processor is prohibited by law or regulation from notifying the Controller, in which case it shall use reasonable endeavours to advise the Controller in advance of such disclosure and in any event as soon as practicable thereafter;
         7. promptly comply with any request from the Controller to amend, transfer or delete any Personal Data;
         8. notify the Controller promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or ICO Correspondence and shall:
            1. not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence without first consulting with and obtaining the Controller's prior written consent; and
            2. provide the controller with all reasonable co-operation and assistance required in relation to any such Data Subject Request or ICO Correspondence;
         9. notify the Controller promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach in relation to the Personal Data (and follow-up in writing) and shall:
            1. conduct or support the Controller in conducting such investigations and analysis that it reasonably requires in respect of such Personal Data Breach;
            2. implement any actions or remedial measures necessary to restore the security of compromised Personal Data; and
            3. assist the Controller to make any notifications to the ICO and affected Data Subjects;
         10. comply with the obligations imposed upon a Processor under the Data Protection Laws;
         11. use all reasonable endeavours, in accordance with Good Industry Practice, to assist the Controller to comply with the obligations imposed on the Controller by the Data Protection Laws, including:
             1. compliance with the Security Requirements;
             2. obligations relating to notifications required by the Data Protection Laws to the ICO and/ or any relevant Data Subjects;
             3. undertaking any Data Protection Impact Assessments; and
             4. without undue delay and where feasible not later than 72 hours after having become aware of it notify Personal Data Breaches to the ICO unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons.
         12. upon the earlier of:
             1. termination of this Agreement; and
             2. the date on which Personal Data is no longer relevant to, or necessary for, the purposes set out in the Appendix to this Schedule

the Processor shall cease Processing all Personal Data and return and/ or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Controller) all Personal Data and all copies in its possession or control and, where requested by the Controller, certify that such destruction has taken place except to the extent required by Applicable EU Law to retain the Personal Data;

* + - 1. not make (nor instruct or permit a third party to make) a transfer of any Personal Data to a Restricted Country except with the prior written consent of the Data Controller and in accordance with any terms the Data Controller may impose on such transfer as the Data Controller deems necessary to satisfy the requirements to ensure that transfers of Personal Data outside of the EEA have adequate protections in place as set out in the Data Protection Laws;

**APPENDIX TO SCHEDULE 1**

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| Subject matter of the Processing | An Internship with the Employer undertaken by an Intern e as set out in this Agreement |
| Duration of the Processing | For the duration of the Internship and such reasonable period thereafter as necessary to comply with the terms of this Agreement |
| Nature and purposes of the Processing | All Processing undertaken in connection with the Agreement including collection, recording, storage, retrieval, disclosure by transmission, destruction.  The purpose of the Processing is to provide the Intern with practice experience and employment as set out in this Agreement |
| Type of Personal Data | Name, year of study, Internship dates, reasonable adjustments for any disability, conduct of and incidents arising in connection with Intern during the Internship |
| Categories of data subject | The Intern |