

Recruiting with King's Internships

Terms & Conditions of Engagement

This document builds upon the overarching King's Careers & Employability Statement of Professional Standards, Terms & Conditions and Privacy Statement for employers and partners

General terms

Please ensure you read this document in full and share with colleagues in your organisation who are involved in recruiting and managing current students and/or recent alumni from King's College London as part of our defined King's Internships portfolio.

Acceptance of these terms does not necessarily commit your organisation to participating in any of our programmes, but organisations cannot participate without the explicit agreement of this document.

For the purposes of this statement:

- 'Current student/student' refers to any currently enrolled individual from their confirmation of registration with King's College London to the completion of their studies (this is separate to their graduation date)
- 'Recent alumni/alumni' refers to graduates who have completed a course of study with King's College London in the last 24 months.
- These may be collectively referred to as 'candidates' or 'participants' in this document.
- 'Internship(s)' refers to any agreed work placement which the above might be undertaking with your organisation and where a contract of employment (whether oral or written) has been agreed to enable an internship, microplacement or consultancy project.
- 'Work shadowing' refers to any agreed bespoke provision which the above might be undertaking with your organisation for the purposes of career discovery, for example a work shadowing week or insight day.

Privacy statement

Our overarching privacy statement can be read in our King's Careers & Employability Statement of Professional Standards, Terms & Conditions and Privacy Statement for employers.

1. Advertising & Recruitment process

- Interns and work shadowing participants might be current undergraduates and/or postgraduate students or recent alumni at the time at which the opportunity both commences and ends.
- Depending on the specific scheme, King's Careers & Employability reserves the right to further define the eligible participants against a set of internally defined criteria to meet our aspirations and strategy.
 - King's Careers & Employability reserves the right to amend or adjust this eligibility criteria (e.g. year of study, programme, widening participation criteria) as it deems fit at any time, provided notice is given to host organisations and partners so as that it does not reasonably inadvertently impact their recruitment and remains lawful under the Equalities Act 2010.
 - King's Careers & Employability reserves the right to expect certain provision to be offered exclusively for King's College London students and/or alumni and this will be made clear to host organisations at the point of engagement.
- King's Careers & Employability will not charge any initial consultancy or advertising costs and no fees are payable by either party if you are unable to appoint as a result of your intended recruitment and/or associated activities.
- King's Careers & Employability will undertake to market, target, advertise and support organisations in finding suitable candidate(s) to fulfil their roles, as outlined in the specification template.
- King's Careers & Employability encourages and welcomes applications from across our diverse student and alumni population and ask that host organisations and hosts make appointments solely on merit against the job description and person specification advertised.
 - Organisations will not select a King's College London student/alum who has ever been a paid employee/intern in your organisation, a shareholder of your organisation and/or a relative to the owner(s)/director(s) of your organisation where applicable.
- Host organisations accept that no warranty as to the suitability of the candidate(s) or participant(s) can be given by King's College London.
 - Host organisations shall notify King's Careers & Employability immediately if it wishes to make an offer to the candidate(s) or if they wish to withdraw the opportunity and/or the position is filled through an alternative source.
 - There is no obligation for the organisation to appoint if no candidate(s) are deemed suitable.

- Where applicable, host organisations agree to receive a shortlist [or longlist] of candidates from King's Careers & Employability, comprising CVs and cover letters only
 - King's Careers & Employability is not responsible for conducting right to work checks or determining the legal status of a candidate's existing visa status and makes no representation to individual organisation's ability to recruit students requiring sponsorship
 - King's Careers & Employability reminds host organisations of their own role in ensuring compliance with relevant legislation in this area, namely that they are legally obliged to review applications from students who may not have their own existing means of visa sponsorship at the point of application.
 - King's Careers & Employability is unable to provide sponsorship to any participants on our programmes but host organisations are expected to support candidates with visa applications (if required) for a global internship where they may require temporary right to work.
- Host organisations will contact candidates to invite them to interview. Face-to-face, video or telephone interviews should be conducted, and direct contact established with potential participants.
- Host organisations will make any necessary adjustments to accommodate applications from students in the case of disability or additional needs.
- On receipt of the applications from King's Careers & Employability, the organisation agrees to inform King's Careers & Employability of their selected candidates for interview, within three working days. In addition, any candidates not chosen for interview, will be provided with brief feedback from the organisation (directly or through King's Careers & Employability) as to the reasons for this.
 - If the successful candidate does not wish to take up the offer, you may make the offer to an alternative candidate, assuming the above terms are met.
- Host organisations can request to see the full list of applications received in addition to the shortlist, where applicable.

2. Employment legislation

King's Careers & Employability supports the advice on internships (pdf) issued by the Universities and College Union (UCU) and National Union of Students (NUS) as well as the CIPD's "Internships That Work Guide".

King's Careers & Employability expects all organisations to ensure compliance with UK or European law, including the National Minimum Wage Act and relevant health and safety legislation and will not advertise unpaid work experience or internships other than where they meet relevant criteria for exemption, determined as:

- *Voluntary workers, under a contract of employment, with a charity, voluntary organisation, an associated fund-raising body, or a statutory body. Voluntary workers can expect to receive reasonable out of pocket expenses related to their work.*
- *Voluntary, and passing the 'worker test' as outlined within the advice above where there is no contract of employment (written, oral or implied) to perform work and where there is no obligation to undertake specific instruction.*
- *Placements defined as part of a student's programme of study and which do not exceed one year of employment.*
- *Work shadowing (including insight weeks), where the placement consists entirely of work shadowing with no performed work.*

For internships based outside of the UK, organisations are responsible for ensuring opportunities comply with employment law (including national or local minimum wage requirements) in the relevant jurisdiction. For countries without minimum wage legislation we require that organisations match the equivalent of the UK rate.

- King's Careers & Employability will not advertise internships or work experience which requires candidates to be of a particular nationality (unless a specific exemption applies in local legislation).

3. King's Host Agreement and data protection legislation

Host organisations recruiting interns for existing programmes, where there is no intervention from our team should undertake to ensure that a King's Host Agreement is completed insofar as this is reasonably possible.

When recruiting through our King's Internships portfolio of programmes, to comply with the General Data Protection Regulation (GDPR) [EU 2016/679] and associated national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK and its associated [Data Protection Act 2018](#), King's College London will:

- Have a valid legal contract and/or King's Host Agreement in place with all hosts and third-party organisations to enable us to legally share identifiable student/recent alumni data (including that which may contain special characteristics) from one data controller (King's College London) to another data controller (the host organisation/third-party)

- Only use shared data for the purposes of the management and administration of the opportunity, including any associated payment to the student/recent alumni and management of the relationship between the host organisation and the individual
 - *Whilst students/recent alumni provide active consent at the point of application for each opportunity, we process all applications on the lawful basis of public task.*
- Provide full information to any data subject whose personal data may be processed under this agreement of the nature of such processing, including providing notice that, on the termination of their King's Host Agreement, personal data relating to them may be retained by the host organisation.
- Not provide or disclose access to shared data to any third-party or provider unless they have signed our associated legal contract for provision of such data to be shared and disseminated, upon which point they assume associated responsibilities as a data controller in their own right.
- Ensure that our staff, third-party suppliers and representatives processing such data are subject to written contractual obligations concerning usage of shared data for the purposes of the opportunity only, as outlined in the King's Host Agreement.
- Ensure that it has in place appropriate technical solutions and/or associated organisational protocols for the provision of such data against unauthorised processing and/or accidental loss, interception, destruction or damage and ensure that hosts possess their own policies and protocols around this, once they assume the role of data controller.
- Not transfer any data outside the EEA unless the host organisation and/or third-party provider complies with the provisions of Articles 26 of the GDPR (in the event the third-party is a joint controller); and ensure that the transfer is to a country approved by the European Commission as providing adequate protection (e.g. EU-US Data Privacy Shield) pursuant to Article 45 GDPR and that appropriate safeguards are in place pursuant to Article 46 GDPR; or one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

At the point at which data is transferred from King's College London (as data controller) to the host organisation or third-party provider, you acknowledge that your organisation then legally becomes the data controller and King's College London will take no responsibility for any potential data breach(es) which may occur. Organisations in receipt of student/alumni applications and accompanying paperwork from King's College London therefore agree that such data will be processed in compliance with/adequacy with such legislation as detailed above.

In hosting an opportunity through our King's Internships programmes you agree to complete this contract with King's College London, and to ensure that your organisation has sufficient safeguards and policies in place to process and control data shared by King's College London. This will always include our King's Host Agreement, together with either our King's College London data protection (controller-controller) agreement *or* our King's College London partnership contract for third-parties (where applicable).

King's College London and our third-party partners/organisation hosts will both:

- Consult with the other party about any notices given to data subjects in relation to data shared.
- Inform the other party about the receipt of any data subject access request, providing the other party with reasonable assistance in complying with any data subject access request and not disclose or release any data in response to a data subject access request without first consulting the other party where possible.
- Notify the other party without undue delay on becoming aware of any breach of Data Protection Legislation in relation to shared data.
- At the written request of King's College London, agree to delete permanently any shared data and copies on termination of any agreements/contract in place unless required by law to maintain and store the data for other legal purposes.
- Maintain complete and accurate records and information to demonstrate its compliance with these requirements and enable audits by King's College London and/or its designated auditor.

For full details on how we use your information, please view our [King's Careers & Employability Confidentiality, Data & Privacy Statement](#) (pdf)

4. Appointment to programme portfolio delivery

- The organisation agrees to offer an opportunity which consists of a specific project or series of projects that will provide a meaningful, developmental learning opportunity for the student/alumni.
- Post recruitment, the organisation agrees to inform each candidate directly as to the decision within two working days, including positive and constructive feedback relating to their interview performance.
- The organisation agrees to complete the King's Host Agreement, including the Health & Safety Checklist, and comply with local health and safety obligations in relation to the opportunity(s).
- The organisation will, where necessary, sponsor the student for a visa covering the duration of the opportunity.
- The organisation agrees to assign a supervisor/line manager to the student/alumni who will be in regular contact throughout the duration of the opportunity.

- The organisation agrees to provide training and support where appropriate to ensure the student/alumni is learning new skills and gaining valuable new experiences.
- The organisation guarantees that the student/alumni will be working at a registered office space (co-working environments are acceptable).
- The organisation agrees to provide the student/alumni with an appropriate workspace at a registered office and provide the individual equipment necessary to carry out the opportunity project work.
- The organisation has both public and employer's liability insurance in place.
- The organisation will make any necessary adjustments to accommodate students/alumni in the case of disability or additional needs.
- King's Careers & Employability reserves the right to be in touch with the organisation and the student/alumni before, during or after the opportunity to ensure smooth running of process.

5. Completion of opportunity

- The organisation agrees to encourage the student/alumni to complete a reflective learning journal during their opportunity and enter the King's Experience Competitions & Awards.
- The organisation agrees to consider nominating the student/alumni for a King's Experience Award, and where possible attend the annual Awards ceremony with the individual.
- The organisation agrees to complete an evaluation form at the end of the opportunity a) to inform the improvement of our programmes and b) to help the intern student/alumni from their experience.
- The organisation agrees to conduct a wrap-up meeting with the student/alumni towards the end of the opportunity, encouraging constructive reflection on the experience for the benefit of both parties.

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Andrew Wright, Head of Employer Engagement

King's Careers & Employability draws guidance from the recognised policies and codes of best practice set out by the following professional bodies and organisations of which we are a member:

