

Engaging & Developing Work-based Learning Initiatives

Policies and Terms & Conditions

This document builds upon the overarching King's Careers & Employability [Statement of Professional Standards, Terms & Conditions and Privacy Statement](#) for employers and partners which must be reviewed and followed in addition to these Terms for programming supported or delivered through our Work-based Learning Unit.

1. General terms

- 1.1 Please ensure you read this document in full and share with colleagues in your organisation who are involved in recruiting, on-boarding and managing Students from King's College London as part of our defined Work-based Learning programming.
- 1.2 Acceptance of these terms does not necessarily commit your Organisation to participating in any of our programmes, but Organisations cannot participate in Work-based Learning programming without the explicit review and acceptance of the terms outlined in this document.

2. Definitions (in alphabetical order)

For the purposes of these terms:

- 2.1 **Accredited** may refer to an Opportunity which a Student is required to undertake for credit, or for progression on their Course of Study.
- 2.2 **Accredited Internship Module** refers to a module supported by the King's Internships team, a part of our Work-based Learning unit, which is a module within several Undergraduate and Postgraduate Programmes – see our [Accredited Internships Modules \(pdf\)](#)
- 2.3 **Agent/Outsourcing Agent** means a supplier or intermediary who may be responsible for managing a campaign or creating opportunities on behalf of an end client – see our [Third Party, Recruitment & Outsourcing Agencies terms & conditions \(pdf\)](#).
- 2.4 **Applicant(s)** refers to any member of our Audience who apply to an Opportunity posted at King's College London.
- 2.5 **Applications(s)** refers to any application which a Student submits to Us or You for an Opportunity
- 2.6 **Associate Director (Employer Engagement & Work-based Learning)** refers to the postholder in King's Careers & Employability or their nominated deputy in their absence.
- 2.7 **Audience** may refer to our current Students and/or Recent Alumni.
- 2.8 **Business Trek** refers to our structured half-day/day site visits to named employers as part of our Work-based Learning programming.
- 2.9 **Candidate** refers to any member of our Audience who have been shortlisted for an Opportunity posted at King's College London.
- 2.10 **Contract** refers to a written or oral agreement between a Student and/or Recent Alumni for the purposes of an Opportunity.
- 2.11 **Course of Study or Programme** refers to any academic programme undertaken by a Student at King's College London.
- 2.12 **Data Controller** means a person, which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 2.13 **Data Processor** (which shall also be referred to as 'data process', 'data processes' or 'data processed') means a person which, alone or jointly with others, performs a set of operations relating to on Personal Data or sets of Personal Data.
- 2.14 **Data Protection Legislation** means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.
- 2.15 **Data Subject** means the individual to whom the Personal Data relates.
- 2.16 **Direct Opportunity(ies)** are those posted by a Host Organisation (or Agent for) promoting roles in their own Organisation.
- 2.17 **Employer Engagement** refers to the Employer Engagement teams of King's Careers & Employability, including Employer Relations & Development (ERD), Events & Experiential Learning (EEL) and Work-based Learning unit - King's Internships (KI) or Global Placements (GP).
- 2.18 **Event(s)** refers to the undertaking of an activity at, with or on behalf of King's College London by an Organisation. See our [Event Terms & Conditions \(pdf\)](#) for full details.

- 2.19 **Funding** refers to any monetary remuneration provided by King's Careers & Employability to support Host Organisations in undertaking to recruit a Student or Alumni from King's College London onto a ring-fenced Opportunity. It is neither guaranteed nor a defined value and We reserve the right to determine any value or provision to any Host Organisation and/or to amend this at any time.
- 2.20 **Global Placements** refers to our named provision of managed Industry Placement programming at King's College London on behalf of King's Business School and the Faculty of Natural, Mathematical & Engineering Sciences, or to the members of the Work-based Learning unit which comprises part of Employer Engagement.
- 2.21 **Head of Work-based Learning** refers to the postholder in King's Careers & Employability or their nominated deputy in their absence.
- 2.22 **Industry Placement(s)** may refer to a meaningful work Opportunity undertaken by our Audience as part of an Accredited programme of study for a minimum of nine months to help focus their understanding of an Organisation and where a contract of employment (whether oral or written) has been agreed to enable the work to occur.
- 2.23 **Insights** refers to a annual package of Work-related Learning opportunities which is managed by the King's Internships Team, a part of our Work-based Learning unit, which is targeted to our Undergraduate Final Year Students and Postgraduate Researchers who do not have prior work-experience.
- 2.24 **Internship(s)** may refer to a meaningful work Opportunity undertaken by our Audience to help focus their understanding of an Organisation and where a contract of employment (whether oral or written) has been agreed to enable work to occur.
- 2.25 **IT System(s)** refers to those systems hosted or owned by King's College London or You for the purposes of hosting an Opportunity or distributing this to our Audience.
- 2.26 **KEATS** refers to the online virtual learning environment hosted by King's College London and which is used to host careers information and resources.
- 2.27 **King's CareerConnect** refers to the brand of the careers service management system utilised by King's Careers & Employability to host Opportunities, organisation profiles and hold client information.
- 2.28 **King's Careers & Employability** (which shall also be referred to as 'our', 'we' and 'us') means the careers service of King's College London, used in this document interchangeably with 2.29.
- 2.29 **King's College London** (which shall also be referred to as 'university', 'our', 'we' and 'us') means King's College London, a university with charitable status, established under Royal Charter and having its registered office at Strand, London WC2R 2LS, United Kingdom, used in this document interchangeably with 2.28.
- 2.30 **King's Host Agreement** is a tripartite agreement between the Participant, the Host Organisation and the University, required for any member of our Audience to undertake an Opportunity through our Work-based Learning provision or where the Host Organisation requires the University to complete documentation confirming our support of any Opportunity.
- 2.31 **King's Internships** refers to our named provision of curated Internship Schemes at King's College London, or to the members of the Work-based Learning unit which comprises part of Employer Engagement.
- 2.32 **National Minimum Wage or Minimum Wage** refers to the legislated minimum payment an individual is entitled to receive for completion of an Opportunity. *In the United Kingdom, it refers to the [National Minimum Wage Act 1998](#) and the [National Minimum Wage \(Amendment\) Regulations 2022](#)*
- 2.33 **Opportunity(ies)** (which shall also be referred to as 'job(s)', 'role(s)' or 'advert(s)') refers to any job positions by external Organisations posted at King's College London.
- 2.34 **Organisation(s)** (which shall also be referred to as 'host', 'employer', 'agent', 'supplier', 'third-party', 'you' and 'your') refers to the person, firm or organisation which engages with us to promote Opportunities using our IT Platforms and recruit from our Audience, as set out in these Terms & Conditions.
- 2.35 **Participant(s)** refers to any member of our Audience who are successful in gaining an Opportunity posted at King's College London.
- 2.36 **Personal Data** means any information relating to an identified or identifiable living individual.
- 2.37 **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 2.38 **Placement(s)** are defined as an Accredited part of a Student's programme of study and which do not exceed the length of time specified by the Student's programme.
- 2.39 **Recent Alumni/Alumni/Alum** (which shall also be used interchangeably with 'Applicant' or 'Participant') refers to graduates of King's College London who have completed a Course of Study within the last two years.

- 2.40 **Registration** refers to the process of opening an account on King's CareerConnect to engage with King's College London.
- 2.41 **Scheme** (which shall also be referred to as 'programme' or by any of the formal names for our Work-based Learning portfolio) refers to the specific stream of our provision for which a Student is undertaking an Opportunity.
- 2.42 **Students** (which shall also be used interchangeably with 'Applicant', 'Candidate' or 'Participant') refers to currently enrolled Students of King's College London from their confirmation of registration to the completion of their studies (separate from their graduation date).
- 2.43 **Third Party** refers to any Supplier or Organisation with whom we work with that is not a direct Employer.
- 2.44 **User(s)** refers to individuals who act on behalf of their Organisation to Register and utilise King's CareerConnect and engages with King's College London.
- 2.45 **Vacation Period(s)** refers to formal periods outside of our term dates where Students are not expected to be focused on their Course of Study.
- 2.46 **Virtual** refers to any Opportunity which is hosted online or conducted remotely through our or your IT platforms.
- 2.47 **Voluntary** is defined as for the purposes of genuine volunteering, and passing the 'worker test' as outlined within the [advice on internships](#) (pdf) issued by the Universities and College Union (UCU) and National Union of Students (NUS) where there is no contract of employment (written, oral or implied) to perform work and where there is no obligation to undertake specific instruction.
- 2.48 **Voluntary Workers** are defined as 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.
- 2.49 **Work Shadowing** (which may also be defined as 'insight day/week') is where the Opportunity consists entirely of work shadowing with no performed work under a contract of employment.
- 2.50 **Work Simulation** is designed for educational purposes as a simulated experience where an Organisation inputs into the project, but where participants do not undertake genuine work that would ordinarily be undertaken by an employee.

3. Advertising & recruitment processes

- 3.1. Participants might be current undergraduates, postgraduate taught and postgraduate research Students, or Recent Alumni at the time at which the Opportunity both commences and ends.
- 3.2. Depending on the specific Scheme, King's Careers & Employability reserves the right to further define the eligibility of Participants against a set of internally defined criteria to meet our aspirations and strategy.
- 3.2.1. By choosing to offer Opportunities via Our Global Placement programming or King's Internships Team, the Host Organisation agrees to working with a defined cohort, as outlined in the definitions section of this document.
- 3.3. We reserve the right to amend or adjust this eligibility criteria (e.g. year of study, programme, widening participation criteria) as is deemed 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 Equality Act 2010.
- 3.3.1. We reserve 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, before promoting an Opportunity with Us.
- 3.4. We 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.
- 3.5. We will undertake to market, target, advertise and support Organisations in finding suitable Applicant(s) to fulfil their roles to our Audience.
- 3.6. We encourage and welcome applications from across our diverse Audience and ask that Host Organisations and Hosts make appointments solely on merit against the job description and person specification advertised.
- 3.6.1. Organisations engaging with our King's Internships offering, will not select an Applicant 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.
- 3.6.2. Organisations offering an Opportunity through Global Placements will not recruit a Student from outside of the Programmes supported by Global Placements
- 3.7. Host Organisations accept that no guarantee of the number, quality or suitability of the Applicant(s) or Participant(s) can be given by King's College London.
- 3.8. The Host Organisation will prepare and provide a full and complete contract of employment for any Opportunity as part of Global Placements or externally-hosted King's Internships scheme and provide this to the successful Candidate as part of the offer process

- 3.8.1. Host Organisations hiring via King's Internships shall notify King's Careers & Employability immediately if they wish to make an offer to the Applicant(s) or if they wish to withdraw the Opportunity and/or the position is filled through an alternative source.
- 3.8.2. There is no obligation for the Host Organisation to appoint if no Applicant(s) are deemed suitable.
- 3.9. Host Organisations will make any necessary adjustments to accommodate assessment and recruitment of Applicants from our Audience in the case of disability or additional needs.
- 3.10. Where applicable, and directed by a member of the Work-based Learning unit, Host Organisations agree to shortlist Applicants using the method designed by King's Careers & Employability to reduce unconscious bias, and to provide both successful and unsuccessful Applicants with developmental feedback gathered at the shortlisting and interview stages.
- 3.11. Organisations recruiting students for Accredited Internships agree to ensure their recruitment processes are inclusive and to provide both successful and unsuccessful Applicants with developmental feedback gathered at the shortlisting and interview stages. Advice can be provided by King's Careers & Employability upon request.
 - 3.11.1. We encourage all Host Organisations to review their recruitment processes, to ensure that they are inclusive by design.
- 3.12. Where feasible, Host Organisations will contact Applicants to invite them to interview or inform them they have been unsuccessful.
 - 3.12.1. Face-to-face, video or telephone interviews should be conducted, and direct contact established with potential Participants.
 - 3.12.2. On receipt of any applications directly from Us, the Host Organisation agrees to also inform King's Careers & Employability of their selected Applicants for interview, within three working days.
 - 3.12.3. If the successful Applicant does not wish to take up the offer, you may make the offer to an alternative Applicant, assuming the above terms are met.
- 3.13. Where needed, we are not responsible for conducting right to work checks or determining the legal status of an Applicant's existing visa status for any country which an Opportunity is in.
 - 3.13.1. We remind Host Organisations offering Opportunities as part of the Accredited Internships Module or Global Placement Programme 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.
- 3.14. King's Careers & Employability is unable to provide sponsorship to any participants on our programmes in the UK or internationally.
 - 3.14.1. Host Organisations are expected to support Applicants with visa applications (if required) for Opportunities outside the UK where they may require temporary right to work.

4. Onboarding process

- 4.1. The Host 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 Participant.
- 4.2. For Opportunities offered via Global Placements or the Accredited Internship Module, the Host Organisation agrees to assign a supervisor/line manager to the Participant who will be in regular contact throughout the duration of the Opportunity.
- 4.3. For Opportunities offered via our Insights programme, the Host Organisation agrees offer support as identified for the individual activity, note this is not an exclusive like of activities:
 - 4.3.1. For Business Treks, the Host Organisation will arrange an appropriate number of members of staff to facilitate the tour of the building and engage with Our Students.
 - 4.3.2. For Work Shadowing, the Host Organisation will arrange an appropriate number of members of staff to facilitate this activity for Students, including supervision if hosted at a registered office (or formal co-working environment).
 - 4.3.3. For Virtual Work Simulations, the Host Organisation will ensure a meaningful project or structure task load is arranged, and a supervisor is available for the Student(s) during the Opportunity.
- 4.4. Host Organisations agree that successful Participants will be working at a registered office (or formal co-working environment) for the duration of any Opportunity *or* that the Opportunity will be conducted Remotely from the location in which the Participant is based at the time of contract.
 - 4.4.1. For Opportunities being undertaking at a registered office (or formal co-working environment), it is the Host Organisation's responsibility to ensure risk assessments are completed and all mandatory training, including health and safety, is provided to the Student(s).
- 4.5. It is the responsibility of the Host Organisation to ensure that any provisions required to undertake the Opportunity (e.g. technical equipment) are provided to the successful Participant.
- 4.6. The Host Organisation must have both public and employer's liability insurance (or equivalent insurance if located outside of the UK) in place to cover the Participant throughout the duration of their Opportunity.
- 4.7. The Host Organisation must have adequate insurance for remote working where the Opportunity will be conducted Virtually.
- 4.8. The Host Organisation will make any necessary adjustments to accommodate Participants in the case of disability or additional needs.

- 4.9. For Opportunities offered through Our King's Internships team, we make no commitment to any visits or check-ins with the Participant and/or Host Organisation during the Opportunity itself, however we reserve the right to be in touch with the Participant and/or Host Organisation as may be necessary.
- 4.9.1. We will remain available to support both the Participant and/or Host Organisation before and during the Opportunity as may be required by either party, insofar as support that may be deemed appropriate or practical.
- 4.10. For Opportunities via Global Placements, there will be two virtual visits during the Opportunity, which both the Student and their supervisor/line manager will attend with a member of the Global Placements.

5. Funding

- 5.1. Where Funding is available for Host Organisations, we will publicise this in our communications to possible Hosts, however it is not guaranteed to be granted to any individual Host Organisation.
- 5.1.1. Host Organisations may submit to receive Funding for up to two Opportunities with King's College London.
- 5.1.2. If a singular submission is made for more than one Opportunity, we will consider Funding for each separately.
- 5.2. Host Organisations may be required to share details of their Organisation with our funders, for the purposes of our own reporting and commit to sharing or signing any such documentation, or funding may be withdrawn by Us.
- 5.3. Where Funding is provided to Host Organisations by Us, the Organisation agrees to complete the relevant documentation from King's College London to on-board the Organisation as a supplier on our system.
- 5.3.1. Host Organisations will submit an invoice for receipt of any confirmed Funding to King's College London.
- 5.3.2. We reserve the right to withdraw funding if the relevant documentation is not completed (or completed insufficiently) for us to process and support the Opportunity effectively.
- 5.4. Host Organisations in receipt of Funding must be aware of any associated minimum (or maximum) terms to comply with receipt of Funding, including (but not limited to) minimum number of hours worked, size of Organisation and location of Organisation.
- 5.4.1. Host Organisations are able to ensure flexibility with any minimum hours worked – and the Opportunity does not need to be provided full-time but may be spread out across a mutually agreeable duration with Us and the Participant.
- 5.4.2. Funding will cease as agreed with Us and cannot be guaranteed for any extension beyond the initial advertised Opportunity with Us – further remuneration under the National Minimum Wage Act (or equivalent local legislation) is the responsibility of the Host Organisation.
- 5.5. Where Funding is provided to Host Organisation by Us, the Opportunity must be exclusive to King's College London.
- 5.5.1. We will not provide Funding where a Candidate who is not part of our Audience is selected for the Opportunity.

6. Employment legislation

- 6.1. King's Careers & Employability supports the [AGCAS Work Experience Standard](#), [ASET Good Practice Guide for Work-based and Placement Learning in Higher Education](#), [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](#)".
- 6.2. King's Careers & Employability expects all Host Organisations ensure compliance with UK law, including the National Minimum Wage Act and relevant health and safety legislation and will not advertise unpaid Opportunities other than where they meet relevant criteria for exemption, determined as:
- 6.2.1. 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.
- 6.2.2. Voluntary, and passing the 'worker test' (page 9 of [advice on internships](#)) where there is no contract of employment (written, oral or implied) to perform work and where there is no obligation to undertake specific instruction.
- 6.2.3. Work shadowing and Work Simulation (including insight weeks), where the Placement consists entirely of Work Shadowing or Simulation with no performed work.
- 6.3. For Opportunities based outside of the UK, Host 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.
- 6.4. King's Careers & Employability will not advertise Opportunities which requires candidates to be of a particular nationality (unless a specific exemption applies in local legislation).

7. King's Host Agreement

- 7.1. All Host Organisations hiring King's Participants exclusively through one of our Schemes will require the completion of the tripartite King's Host Agreement to undertake any Opportunity.
- 7.1.1. The King's Host Agreement must be completed in full, by all three parties (Participant, Host Organisation, Us) to become valid in order to proceed with any Opportunities through our Schemes.

- 7.1.2. This requires both the main Agreement and the associated health and safety appendix to be reviewed and completed.
- 7.2. For Global Placement and Accredited Internship Module Opportunities, a King's Host Agreement is a required document which forms part of the Student's placement approval steps. Without an Agreement in place, which has been signed by all three parties, We cannot approve or recognise the Student's Placement.
- 7.3. Where necessary, all parties are required to review additional sections and/or fields which may be added by us considering changing circumstances relating to incidents outside our control, such as travel restrictions, natural disaster or health pandemics.
 - 7.3.1. The King's Host Agreement requires that Host Organisations commit to providing adequate training, development and support to ensure the Participant gains appropriate knowledge and skills, develops their attributes and builds a successful experience.
 - 7.3.2. The King's Host Agreement also outlines information relating to intellectual property during the Opportunity, confidential information as well as Student misconduct or termination of the Opportunity.
- 7.4. Host Organisations recruiting Participants for existing Opportunities where there is no intervention from King's Internships should ensure that a King's Host Agreement is completed insofar as this is reasonably possible.
- 7.5. Where our Audience self-source their own work Opportunity and the Host Organisation requires documentation to confirm either Student status or for any other purposes, the King's Host Agreement shall be the only documentation which the University can provide a formal signatory to.

8. Data Protection

- 8.1. To comply with the Data Legislation, including the Data Protection Act 2018 (incorporating the General Data Protection Regulation [GDPR]), King's College London acknowledges that:
 - 8.1.1. Where the University may be required to share Personal Data with a Host Organisation and/or Third-Party Agency in order to facilitate an Opportunity, both parties acknowledge and agree that in respect of Personal Data disclosed by one party to another in connection with these Terms & Conditions:
 - 8.1.1.1. King's College London is a Data Controller in respect of the Personal Data it Processes;
 - 8.1.1.2. The Host Organisation/Agency is a Data Controller in respect of the Personal Data it Processes;
 - 8.1.1.3. The parties are not joint Controllers; and
 - 8.1.1.4. Neither party Processes any Personal Data on behalf of the other party as Data Processor
 - 8.1.2. In respect of Personal Data a party may Process, that party will:
 - 8.1.2.1. Comply at all times with its obligations under Data Protection Legislation;
 - 8.1.2.2. Provide each Data Subject with a Privacy Notice under Data Protection Legislation 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;
 - 8.1.2.3. Ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of and/or accidental loss, destruction or damage to the Personal Data;
 - 8.1.2.4. Not provide or disclose access to Personal Data to any other Agency or Organisation;
 - 8.1.2.5. Notify the other party without undue delay after becoming aware of a Personal Data Breach; and
 - 8.1.2.6. Assist and co-operate fully with the other party to enable the other party to comply with their obligations under Data Protection Legislation (including, but not limited to keeping Personal Data secure, dealing with Personal Data Breaches, complying with the right of Data Subjects and carrying out data protection impact assessments.
 - 8.1.2.7. 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.
- 8.2. At the point at which Personal Data is Processed from King's College London to the Host Organisation and/or Agency, you acknowledge that your Organisation then legally becomes the Data Controller and King's College London will take no responsibility for any potential Personal Data Breach(es) which may occur.
- 8.3. If Personal Data is being Processed outside of the UK, King's will ensure that Host Organisations and/or Agencies have completed the relevant additional Standard Clauses for Data Controllers/Data Processors outside the UK before sharing Personal Data.

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

9. Completion of Opportunity

- 9.1. The Host Organisation agrees to complete an evaluation form at the end of the Opportunity.
 - 9.1.1. to inform the improvement of our Programmes; and
 - 9.1.2. to help the Participant learn from their experience.
- 9.2. The Host Organisation agrees to conduct a 'wrap-up meeting' or exit interview with the Participant towards the end of the Opportunity, encouraging constructive reflection on the experience for the benefit of both parties.
- 9.3. The Host Organisation agrees to consider nominating the Participant for a prize or award, and where possible attend the annual Awards ceremony with the Participant, as may be held by Us.

Updated: April 2023

Andrew Wright, Associate Director (Employer Engagement & Work-based Learning) & Melissa Ingleton, Head of Work-Based Learning

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:

