

Annex 1: Statement of Understanding on Liabilities and Indemnities between the University and Practice Education Providers hosting UEA Student Placements as set out under the terms of the UEA-Placement Provider Agreement

This statement determines liability for pre-registration ('Students') on practice education placement ('Placement') with Practice Education Providers (PEP) as required by the University of East Anglia ('the University'). Supervision of the student to be undertaken by a relevantly qualified Mentor / Practice Educator (M/PE).

It is understood as follows:

1. The University shall hold Public Liability, Employers' Liability and Professional Indemnity insurances with limits of liability of not less than £10,000,000 for Public and Employers' Liabilities and £5,000,000 for Professional Indemnity.
2. The University shall indemnify the PEP against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the PEP arising out of or in connection with any claim made against the PEP for death, personal injury or damage arising out of the Placement of a Student to the extent to which such injury, loss or damage is attributed to the act, neglect or default of the University. This indemnity shall not cover the PEP to the extent that a claim under it results from the PEP's negligence or wilful misconduct.
3. The PEP shall hold Public Liability, Employers' Liability and Professional Indemnity insurances with the limits of liability of not less than £5,000,000 for Public and £10,000, 000 for Employers' Liabilities and £1,000,000 for Professional Indemnity insurance.
4. The PEP shall indemnify the University against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the University arising out of or in connection with any claim made against the University for death, personal injury or damage arising out of the Placement of a Student to the extent to which such injury, loss or damage is attributed to the act, neglect or default of the PEP. This indemnity shall not cover the University to the extent that a claim under it results from the University's negligence or wilful misconduct.
5. The PEP shall notify insurers of the Placement and ensure that whilst the Students are participating in the Placement:
 - (a) The Employers' Liability insurance will cover against accident or injury caused to the student by any act, neglect or default of the M/PE(s) or another partner, agent or employee of the PEP;
 - (b) The Employers' Liability, Public Liability and Professional Indemnity insurances will provide cover against claims arising out of any act, neglect or default of the Student in the same way that any act, neglect or default of paid employees is covered by these insurances;
 - (c) Property owned by, or the responsibility of, the PEP is insured against, or the PEP accept responsibility for, loss or damage caused by any act, neglect or default of the Student; and
 - (d) The risk assessment procedures of the PEP account for the presence of Students on practice premises.
6. On the written request of the University, the PEP shall provide the University with a copy of each insurance policy referred to in paragraph 3 and any additional documentation required to evidence compliance with the obligation in paragraph 5 of this Annex.

NB UEA contact details can be found on the main agreement document