Learning Agreement

Between

ORS (Outreach Rescue Medic Skills)

and

[Name of agent sponsoring the learning]

In relation to [Delete if/as appropriate]:

- Diploma Higher Education, Paramedic – Remote and Hazardous Environments
- BSc Paramedic – Remote and Hazardous Environments

This document contains two elements; the “Learning Agreement” is completed by the Sponsor and is found on pages 1 to 21, only one of these is required per sponsor. The second element is the "Work Based Learning Agreement" found on pages 22 to 24, we require one of these to be completed per student.

Please read the ‘Important information for Sponsors on pages 8 & 17 before completing this Agreement.

Please refer to the BSc Paramedic – Remote and Hazardous Environment Programme Guide for further information about the programme.

Please ensure you have carried out the following before returning this agreement:

- Completed date of learning agreement and Sponsor Details Page 4
- Completed legal representative details Page 14
- Completed and Signed Learning Agreement Page 16
- Completed and Signed Funding Agent Details Page 16
  Completed a Work Based Learning Agreement for each student for enrolment, Appendix 1, Page 22 to 24

Please return to:

ORMS Administrator, ORMS, Tan-y-Bwlch Centre, Llanllechid, Bangor, Gwynedd. LL57 3HY
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2 Date of Learning Agreement and Sponsor Details

This Agreement is entered into on the ................................................. [Date]

Between:
Outreach Rescue Medic Skills (ORMS); with its address at ORMS, Tan-y-Bwlch Centre, Llanllechid, Bangor, Gwynedd. LL57 3HY

and

The ‘Sponsor’:

Sponsor Name: ........................................................................................................

Sponsor Address: ........................................................................................................

...........................................................................................................................

...........................................................................................................................

...........................................................................................................................

...........................................................................................................................

Telephone No: ........................................................................................................

Email Address: ........................................................................................................

(each a “Party” and together the “Parties”).

WHEREAS:

• ORMS offers the Programmes (with the academic award from Robert Gordon University (RGU):
  o Certificate Higher Education, Technician – Remote and Hazardous Environments
  o Diploma Higher Education, Paramedic – Remote and Hazardous Environments
  o BSc Paramedic – Remote and Hazardous Environments

• the Sponsor would benefit from certain of its candidates undertaking the Award;

• the Sponsor is able to provide a competent Practice Placement Educator (PPEd) who, during work based practice, will mentor the student and assist them in the development of evidence for assessment by ORMS;

• the Sponsor is able to provide practice placement opportunities that enable the student to achieve the objectives of the programme; and

• the Parties wish to collaborate in the delivery of the Award to students selected from the Sponsor’s candidates.
3 Definitions

3.1 In this Agreement:

“Agreement” means this Learning Agreement together with any attached schedules;

“Assessment” means the methods by which a Student’s performance on the Programme is assessed and their final result determined;

“Award” means the successful completion Certificate of Higher Education, Technician – Remote and Hazardous Environments OR Diploma of Higher Education, Paramedic – Remote and Hazardous Environments OR BSc Paramedic Practice – Remote and Hazardous Environments. The Award from ORMS does not confer the title of Paramedic to the student; this can only be provided by The Health and Care Professions Council (HCPC) on successful application to them. As such, the following should be noted with regard to the awards:

- The Certificate of Higher Education, Technician – Remote and Hazardous Environments Award DOES NOT lead to eligibility for HCPC registration as a Paramedic.
- The Diploma of Higher Education Paramedic Practice – Remote and Hazardous Environments DOES lead to eligibility for HCPC registration as a Paramedic.
- The BSc Paramedic Practice – Remote and Hazardous Environment DOES NOT lead to eligibility for HCPC registration as a Paramedic prior to progression from the Dip HE stage to the BSc stage or prior to entering the programme for BSc study through Recognised Prior Learning.

“Background IPR” means all Intellectual Property Rights in Materials, products and software developed, created or acquired by the Parties independent of the Agreement;

“Commencement Date” means the date that the student confirms their enrolment within the first module undertaken within the programme;

“Continuous Assessment” means tutor-marked assignments (TMAs), computer-marked assignments (CMAs), projects, portfolios, or assessment of practical work that form the Continuous Assessment component of a Student’s overall Assessment result.

“Educational Audit” The audit aims to be a dynamic process that ensures collaboration between ORMS and the sponsor on an on-going basis. The purpose of the audit is to ensure that the practice placement environment is suitable and sufficient to enable the student to achieve the practice placement objectives.

“End of Module Assessment” means an assignment or assignments that form all or part of the Examinable Component of a Student’s overall Assessment result.

“Examinable Component” means a form of controlled assessment such as an Examination or an End of Module Assessment, which forms all or part of the final Assessment result.

“Examination” means an ORMS examination with an unseen question paper completed under invigilated conditions that forms all or part of the Examinable Component of a Student’s overall Assessment result.
“Expiry Date” means a maximum of five years after the commencement date;

“Fees” means the fees for the Module as set out in Schedule 2;

“Funding Agent” means the person or organisation that is responsible for payment of fees. This will usually be the Employer or Sponsoring organisation but may be an individual in the case of a self-funding student.

“Intellectual Property Rights” (“IPR”) means all intellectual property rights, including but not limited to patents, copyright and trademarks and any application for the registration of any patents and/or trademarks and all rights to confidential or proprietary information and all other rights of a similar nature throughout the world;

“Link Tutor” means a person from a relevant part of the HCPC Register (Paramedic) who is appointed by the Sponsor to supervise and guide Practice Placement Educators (PPEd). The Link Tutor must be suitably qualified/experienced the management of education delivery. Depending on the number of students enrolled on the course at any one time there may be the need to provide more Link Tutors. The Link Tutor joins the ORMS faculty and is a key element in the management of education in practice. The Link Tutor will receive additional education from ORMS.

“Module Employee” means a member of staff employed by the parties to deliver the Module to Students;

“Module Lead” means the ORMS member of staff responsible for the Module;

“Module Materials” means the materials, software and services which are used in the teaching and support of the Module in whatever medium they are presented;

“Module Tutor” means a member of ORMS staff who is responsible for supporting Students’ learning;

“Module” means a defined set of learning activities that when combined with “Modules” form the programme.

“Other Entity” means an organisation such as a Strategic Health Authority or Trust (other than the Employer) which provides the finance to pay a Student’s Fees in association with the Sponsor;

“Practice Placement” means work-based learning placement that provides the Student with an opportunity to develop knowledge and skills relevant to their profession and is assessed by their Practice Placement Educator;

“Practice Placement Assessment” means a written endorsement of a Student’s competence which is provided at the end of the Module by the Practice Placement Educator, this is an indication of the PPEd’s agreement that the element has been completed successfully and is ready for submission to ORMS for verification against the Professional Practice Module assessed elements;

“Practice Placement Educator” (PPEd) means a person from a relevant part of the HCPC Register (Paramedic) who is appointed by the Sponsor to supervise and guide the Student and to carry out the Practice Placement Assessment. The PPEd must be suitably qualified/experienced in teaching, coaching and mentoring. The PPEd will also receive additional education from ORMS and will be required to register with ORMS.

“Programme” means the collection of modules to be followed by a Student to meet the requirements for award of Certificate of Higher Education, Technician – Remote and Hazardous Environments OR Diploma of
Higher Education, Paramedic – Remote and Hazardous Environments OR BSc Paramedic – Remote and Hazardous Environments;

“Sponsor” means an organisation that selects and supports the Students learning during participation in the Programme. The sponsor may or may not be the student’s employer;

“Student” means a candidate who is participating in the Programme and is registered with ORMS to study;

3.2 References
References to a clause or clauses or to a schedule or schedules are references to a clause or clauses or a schedule or schedules within this Agreement.

References to the male gender shall be deemed to include the female gender and neuter gender and references to the singular shall include the plural where the context so admits.

Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

The headings to these conditions shall not affect the interpretation thereof.

4 Human Rights Act 1998
ORMS and the Sponsor agree to observe and comply with their obligations under the Human Rights Act 1998.

5 Commencement and Duration
The Agreement shall be effective as from the Commencement Date and shall terminate on the Expiry Date unless previously terminated in accordance with clause 22 (Termination) or clause 24 (Force Majeure) set out below.

6 Audit and Review
ORMS and the Sponsor shall demonstrate a proper concern for quality, manifest through routine and systematic quality assurance processes as outlined in Schedule 8.

There shall be regular audits of practice provision in accordance with clause 8.11(Sponsor’s Responsibilities) and reports considered as part of a periodic contract review.

7 ORMS’s Responsibilities
ORMS shall:
1. appoint and oversee the work of Module Tutors to teach, support and assess Students registered on the Module;
2. arrange briefings and education for Students, Practice Placement Educators and Link Tutors;
3. provide Students, Practice Placement Educators and Link Tutors with access to Module Materials for the Module;
4. provide support and guidance for Practice Placement Educators and Link Tutors;
5. administer Assessment procedures;
6. ensure that practice placement settings have an up to date Educational Audit;
7. ensure that the ratio of students to PPEds does not exceed a ratio of 2:1;
8. maintain a record of the names, HCPC registration numbers and mentoring qualifications (completed or in progress) of all Practice Placement Educators;
9. ensure that each student who has been offered and has accepted a place on the programme has undergone an occupational health screening with an occupational health practitioner/GP. The cost incurred for screening will be the responsibility of the student. ORMS will ensure that the outcome of this screening is reported to the placement area before the student enters his/her first placement. The student will arrange for this health check (or the provision of suitable evidence) after a conditional offer of a space on the course is offered to them;
10. ensure that each student who has been offered and has accepted a place on the programme has undergone an appropriate criminal convictions check for their practice setting, including, Protecting Vulnerable Groups (PVG) enhanced disclosure / Disclosure and Barring Service (DBS) enhanced with lists check / AccessNI Northern Ireland Enhanced check. The cost incurred for these checks will be the responsibility of the student. Continued suitability under these checks is a condition of entry and continuance on the programme;
11. carry out regular audits of Practice Placements to ensure that the number, duration and range of placements is in keeping with current professional requirements and appropriate to the achievement of the Module’s learning outcomes. This information forms part of the educational audit process;
12. follow appropriate protocols to obtain Student consent for participation as patient or client in any practical or clinical teaching activity;
13. provide a suitable teaching venue and appropriate equipment to support the face to face teaching elements of the Programme including resources for skills teaching; ORMS will monitor the resources available and their use within the Programme;

8 Sponsor’s Responsibilities
The Sponsor shall work with ORMS to:
1. identify and select potential candidates to become Students according to criteria in Schedule 1;
2. arrange that, whether by paying the Fees directly or arranging payment by another Entity, Fees for the Student are paid in accordance with Schedule 2;
3. ensure that each Student which it supports shall be fully informed and kept aware of the conditions of the support including the provisions of the relevant terms of this agreement and shall enter into an agreement with the Sponsor which reflects these terms;
4. provide the Student with a designated Practice Placement Educator who meets the criteria specified in Schedule 4;
5. advise ORMS of any change of a designated Practice Placement Educator within 28 days of such a change taking place;
6. provide suitable Practice Placements that enable the Student to complete Continuous Assessment and the Module Placements as described in Schedule 5;
7. provide staff with appropriate expertise to supervise, support and monitor the Student during the Practice Placements, maintaining a register of such staff (giving name and HCPC registration number which can be reported to ORMS as part of the Annual Educational Audit Process; and inform ORMS of any changes to staffing in the interim which may be relevant to the students’ supervision and support;

8. complete a risk assessment for each Practice Placement prior to its commencement and at regular intervals thereafter and provide evidence to ORMS as part of the Annual Educational Audit Process;

9. provide the Student with access to computing facilities, enabling them to gain access to the online resources at http://campusmoodle.rgu.ac.uk and http://moodle.orms247.co.uk enabling the Student to access online Module Materials and module forums, and use interactive Module Materials;

10. work with the student to release them for the attendance portion of modules they are enrolled on if employed by the sponsoring organisation;

11. participate in the quality assurance process associated with the Programme;

12. provide input for reviews of the Programme;

13. provide equipment as used in the employers practice environment to ORMS to facilitate the teaching of the practical elements of the programme. E.g. Moving and handling equipment, Clinical equipment specific to the employer.

9  Management of Students and Implementation of the Programme

1. If employed by the Sponsor; notwithstanding their status as employees of the Sponsor, Students shall be enrolled with ORMS and shall be bound by the regulations of Robert Gordon University (RGU) and ORMS in the normal way.

2. In the event that the Sponsor exercises its right to terminate in respect of a Student or where a Student withdraws or is deregistered for any reason at any time, the ORMS rules as set out in the schedule 2 shall apply as regards any refund to the Sponsor or to the Other Entity of Fees paid.

3. If an employed Student’s status as employee ends for whatever reason the Employer or Other Entity shall remain liable for the Fees for the affected Student. Likewise, self-funded students will be liable.

4. ORMS shall present the Programme in accordance with its own academic and teaching methods and procedures and those of RGU. ORMS shall have absolute discretion as to content and presentation of the Module.

5. The Parties shall make their Module Employees available for regular meetings to oversee the Programme as required.

10  Confidentiality

1. Neither Party shall, other than with the prior written consent of the other Party, disclose directly or indirectly to any person, firm, company or third party and shall only use for the purposes of this Agreement, any information relating to this Agreement, its business, trade secrets, customers, subsidiaries, suppliers, affairs or any other information of whatever nature and in whatever form received or obtained by the other Party as a result of entering into or performing this Agreement.

2. The Parties may disclose information which would otherwise be confidential if and to the extent that:

2.1. the disclosure is required by law or applicable regulatory requirements;

2.2. the information has come into the public domain through no default of the other Party;
2.3. it is disclosed on a "need to know" basis to that Party’s professional advisers, auditors and bankers or to the Party’s employees subject to such persons entering into a confidentiality undertaking in terms equivalent to this clause.

2.4. the restrictions contained in sub-clauses 10.2.1 10.2.2 10.2.3 above shall continue to apply for a period of 2 years after termination of this Agreement.

11 Quality Assurance
1. The Parties acknowledge the important role that quality assurance procedures play in producing and delivering the Programme to the quality necessary to maintain and enhance the good reputations enjoyed by the Parties.

2. Each Party shall therefore ensure as a minimum that its standard quality assurance procedures are built-in to each stage of the development, production and delivery of the Module Materials and Programme to be provided under the Agreement to ensure that they are of the highest quality within the available funding.

12 Dispute Resolution
Any dispute between the Parties relating to the performance of this Agreement which cannot be resolved by escalation within their respective organisations within 30 days (or such other period as may be agreed) of notice of the dispute being served by one Party on the other shall then be referred to mediation or other alternative dispute resolution procedure as agreed between the Parties, each acting in good faith. Unless otherwise agreed the Parties shall share equally the costs of mediation. The outcome of any matter referred to mediation or other agreed alternative dispute resolution procedure shall be final and binding on the Parties.

13 Publicity
1. Neither Party shall use any trademark nor trade name of the other Party, refer to the other Party nor this Agreement, directly or indirectly, in connection with any product, promotion or publication without the prior written consent of the other Party. In addition neither Party shall issue any public statements nor communications regarding the fact that the Parties have entered into this Agreement without the other Party’s written agreement, such agreement should not to be unreasonably withheld or delayed.

2. The Parties may refer to the collaboration between the Parties in their own internal newsletters and in materials designed to provide information to prospective Students provided that no confidential information is disclosed.

14 Ownership of Module Materials
Subject to clause 15 (Background IPR) Intellectual Property Rights (IPR) in all Module Materials developed under this Agreement shall be owned by ORMS or RGU dependant on the original creator.

15 Background IPR
1. The Parties agree that all Background IPR shall reside in the Party who has developed, created or acquired the relevant Module Materials.
2. Each Party may provide Background IPR for inclusion in the Module Materials and in this event the providing Party shall grant the other Party a licence to use its Background IPR to the extent set out in clause 16 (Reciprocal Licence Grant).

16 Reciprocal Licence Grant
Each Party grants to the other Party in respect of its Background IPR included in the Module Materials a personal, non-transferable, non-exclusive, royalty-free licence to use its said Background IPR included in the Module Materials for the purposes of the Agreement.

17 Third Party Materials
1. The Parties acknowledge that third party materials may be included in the Module Materials. Third party materials shall continue to belong to the originator or licensor as appropriate.
2. ORMS shall obtain all necessary permissions from the originator or licensor of any third party materials prior to their inclusion in the Module Materials.
3. Each Party shall indemnify the other Party against any and all liability, loss, damage, costs and expenses which are incurred or suffered as a direct result of a breach of the above clause 17.2 or where a Party has represented to the other Party in writing (including minutes of meetings) that it has obtained all necessary clearances for the use of any third party materials.

18 Intellectual Property Indemnity
1. Each Party shall indemnify the other Party against all actions, claims, proceedings, damages, costs and expenses arising from or incurred by reason of any infringement or alleged infringement by any of its Background IPR which has been used in accordance with the provisions of the Agreement.
2. Each Party shall notify the other Party promptly in writing of any infringement or alleged infringement referred to above of which they are aware.
3. In the event of any such infringement or alleged infringement, the infringing Party shall at its own expense:
   3.1. secure an appropriate licence at no cost to the other Party allowing use of the infringing IPR in accordance with the provisions of the Agreement; or
   3.2. modify the Module Materials so that the infringing item is removed at no cost to the other Party and so avoid the claim of infringement and any injunction or court order; and
   3.3. negotiate for settlement of or defend the claim and hold the other Party harmless from any judgement, order or settlement.
4. Unless otherwise agreed in writing the infringing Party shall conduct all negotiations and litigation in relation to any such infringement or alleged infringement and be responsible for all costs and expenses incurred.

19 Non-Discrimination
1. Neither Party shall unlawfully discriminate in any way in relation to this Agreement within the meaning or scope of any UK statute relating to discrimination in employment on grounds of race, ethnicity, gender, religion, sexuality, disability, age, or social or economic class.
2. The Parties shall comply in all matters relating to this Agreement with the non-discrimination statement in Schedule 6.

20 Rights of Third Parties
Nothing in this Agreement shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

21 Assignment and Sub-Contracting
1. Neither Party shall assign the benefits or obligations of the Agreement to any other party (other than an entity in which it has a controlling interest) without the written consent of the other Party, such consent not to be unreasonably withheld or delayed.
2. Each Party may sub-contract parts of their responsibilities under the Agreement without the consent of the other Party. Notwithstanding that parts of the work under the Agreement may be sub-contracted; each Party shall remain responsible for payment and supervision of any sub-contractors and for performance of its responsibilities under the Agreement.

22 Termination
1. Each Party may by notice in writing immediately terminate this Agreement in the following circumstances:
   1.1. if the other Party commits a material breach of any term of this Agreement and which, in the case of a breach capable of remedy, shall not have been remedied within 28 days (or such longer period as may be agreed) of a written request to remedy the same, such request to contain a warning of the intention to terminate;
   1.2. if the other Party shall be incompetent, guilty of gross misconduct or any serious or persistent negligence in respect of its obligations under this Agreement;
   1.3. if the other Party fails or refuses after written warning to carry out the duties reasonably and properly required of it under this Agreement;
   1.4. if the other Party becomes bankrupt or insolvent or enters into liquidation or is unable to honour its commitments as they become due.
2. Either Party may terminate this Agreement in accordance with Clause 24 (Force Majeure).
3. Any termination of this Agreement shall be without prejudice to any rights or remedies the Parties may be entitled to hereunder or at law and shall not affect any accrued liabilities of the Parties nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

23 Consequences of Termination
1. Termination of this Agreement shall not affect the rights of either Party accrued prior to termination. The provisions of Clauses 10 and 15 shall survive termination of this Agreement in any event.
2. Subject to clause 23.3 below on termination each Party shall promptly deliver up to the other any material, data or documents containing or disclosing any Confidential Information, together with all documentation, records, equipment, software (including source code), or other items which are the
property of the other Party and which have been loaned to that Party for or in connection with the Agreement.

3. In the event of termination of the Agreement the Parties shall each use their best efforts and shall take such reasonable steps as are necessary to enable Students who are enrolled prior to the date of termination to complete the Programme.

24 Force Majeure

1. Neither Party will be liable to the other Party for any breach of any term of the Agreement or any failure or delay in performance under the Agreement due to circumstances beyond its reasonable control.

2. The Agreement shall be suspended during the continuance of any force majeure event and should this continue for longer than 60 days the non-affected Party shall be entitled to terminate the Agreement immediately by notice in writing.

3. In the event of either Party becoming aware of any delay or likely delay falling within the provisions of this clause it shall immediately notify the other Party and both Parties shall consult together to agree an acceptable programme for alternative performance of the work affected by the force majeure under the Agreement. The Party affected by the delay shall use its reasonable endeavours to limit and remove any adverse effect on the Agreement and the other Party shall use its reasonable endeavours to mitigate the effects of any delay.

25 Liability

1. Each Party accepts:

   1.1. liability for death or personal injury to persons caused by its negligence or the negligence of anyone for whom it is responsible;

   1.2. liability for direct loss or damage to property caused by its negligence or the negligence of anyone for whom it is responsible in connection with the Agreement to a maximum of 1,000,000 (one million) pounds sterling for each event or series of related events up to a maximum aggregate value of 5,000,000 (five million) pounds sterling;

2. For clarification, the limits of liability set out in this clause do not apply to the provisions of clause 18, Intellectual Property Indemnity.

3. To the fullest extent permissible by law the Parties exclude liability whether arising as a result of negligence, breach of contract or in any other way whatsoever for any indirect or consequential loss or damage including without limitation loss of data, loss of profit, revenue or anticipated savings even if the Party in default could reasonably have foreseen or has been advised of the possibility of such loss or damage.

4. Save for clause 18, Intellectual Property Indemnity, this clause states the entire liability of the Parties under the Agreement.

26 Insurance

1. Each Party shall ensure that it has, and warrants that it has, appropriate and adequate insurance in respect of itself, its staff and anyone for whom it is responsible whether working on its own premises, the premises of the other Party or a third party for the purpose of performing the work required under the Agreement to enable it to meet its legal responsibilities and liabilities under the Agreement.
2. Each Party shall ensure that it has in place professional indemnity insurance in respect to its staff who may visit the Student’s workplace for the purposes of direction and assessment of candidates and Students.

27 Notices

Any notices to be served under the Agreement shall be sent by first class recorded delivery post or courier service to the address set out below or such other address as either Party may designate by notice given in accordance with the provisions of this clause.

To ORMS:
The Commercial Director,
ORMS,
Tan-y-Bwlch Centre,
Llanllechid,
Bangor,
Gwynedd.
LL57 3HY

To Sponsors Legal or Administrative representative:

Name: 

Address: 

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28 Staff

1. Those persons performing work under or in connection with the Agreement shall remain bound by the terms and conditions of employment of the respective Party with which their contract of employment exists or by terms detailed between the sponsor and the sponsored.

2. Employees of either Party whilst working on the premises of the other shall be subject to and abide by all reasonable rules and instructions in force imposed by the other Party and which have been made known to him, including but not limited to any reasonable rules and instructions relating to safety, security and computer virus control measures.

3. Either Party may request the removal from its premises of any member of the other Party’s staff, who in its absolute discretion it deems undesirable or unfit to be on its premises. In the event of such request, the Party employing the affected member of staff shall immediately remove such member of its staff and with the agreement of the Party making such a request substitute an acceptable member of staff in
his stead. The Party requiring the removal of staff shall, upon request from the other Party, supply its reasons in writing.

29 Amendments
Amendments or changes to the Agreement shall only be valid if made in writing and signed by duly authorised representatives of each of the Parties.

30 Survival
All provisions of the Agreement which by their nature must survive termination or expiry of the Agreement in order to achieve the fundamental purposes of the Agreement shall survive any termination or expiry of the Agreement.

31 Severability
If any provision of the Agreement is declared by any competent authority to be void, voidable, illegal or otherwise unenforceable then that part shall be deleted and replaced where agreed by the Parties with a valid provision reflecting as far as possible the Parties original intention. The invalidity or unenforceability for any reason of any provision of the Agreement shall not prejudice or affect the validity or enforceability of its other provisions.

32 Non-Waiver
Any waiver of any breach of any term of the Agreement shall not prevent the subsequent enforcement of that term and shall not be treated as a waiver of any subsequent breach.

33 No Agency
Nothing in the Agreement shall cause the Parties to constitute or be deemed to constitute a partnership (in the legal sense entailing joint and several liability) or agency between the Parties and neither of them shall have nor represent that they have any authority to bind the other in any way.

34 Costs
The Parties shall be responsible for their own Fees and costs incurred in connection with entering into the Agreement. Where the student is responsible for their own course fees the employer will bear no responsibility for that portion of the costs. The party paying the course fees (Funding Agent) must be stated in clause 36.

35 Governing Law
The Agreement is made under and shall be construed in accordance with the Laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
36 Learning Agreement
The Parties acknowledge that this Learning Agreement contains the whole agreement between them relating to the subject of the Agreement and supersedes all previous agreements whether express, implied, written or oral between the Parties relating to the subject matter of the Agreement.

**IN WITNESS WHEREOF** the Parties have executed the Agreement on the dates set out below.

<table>
<thead>
<tr>
<th>For and on behalf of:</th>
<th>For and on behalf of the Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach Rescue Medic Skills (ORMS)</td>
<td></td>
</tr>
</tbody>
</table>

Signed:  
Name:  
Title:  
Date:  

Signed:  
Name:  
Title:  
Date:  

37 Course Fees are to be borne by the undersigned (Funding Agent):

<table>
<thead>
<tr>
<th>The Sponsor:</th>
<th>The Student:</th>
<th>Other (Please State):</th>
</tr>
</thead>
</table>

Name:  
Address:  
Telephone:  
Email:  
Signature:  

Requires Completion
38 Important information for Sponsors

The level of student support expected of the sponsor is considerable. The sponsor must ensure that it is able to provide suitable and sufficient practice placement opportunities, mentorship and support through practice placement educators and submit to the sponsor responsibilities stated in this Agreement. ORMS must be assured of this prior to student enrolment, this assurance may require ORMS to audit the employer for suitability; should ORMS find that the employer cannot fulfil the responsibilities then the student(s) will not be allowed to enrol on the programme.

This Agreement is a legally binding document. Please consider its content carefully before completing to ensure you are fully aware of your responsibilities to your student(s) during the course of study.

A completed Learning Agreement is mandatory for students studying the programmes within this document.

All sections of this form must be completed in full before being returned to ORMS at the address given on the front page. This should be done before returning any other registration documents. Registration may be delayed if we receive an incorrect or incomplete Learning Agreement.

When should you complete a Learning Agreement?
The completion of a Learning Agreement is an essential requirement for registration of new students onto the programmes from an individual sponsor. A Learning Agreement is not required for registration onto the other component modules within the Programme.

Only one Client Learning Agreement is required per Sponsoring Organisation.
This will cover all students, both sponsored and self-funding, for their learning activities on these programmes and until such time as they have completed the programme. If you have already submitted a Learning Agreement but wish to register additional students there is no need to complete another Learning Agreement, simply complete a “Work Based” learning agreement (Appendix 1) for the new student.

Upon receipt of the returned Learning Agreement this will be signed on behalf of ORMS and a copy sent back to you. If you would prefer an original agreement for your records please send two agreements to us in the first instance.
39 Schedules

39.1 Schedule 1: Student selection
The Sponsor should select potential students who have demonstrated the potential to complete the Programme successfully. The student will also be required to pass a selection process administered by ORMS. The student will be required to provide a full medical examination and been passed fit for work (occupational health check) and be willing to apply for PVG/DBS check as described in the student handbook. Any change in the student’s health status that may in any way impact on his/her ability to achieve the learning outcomes of the programme should be reported immediately to the student’s Practice Placement Educator, who must ensure the student has also reported the changes to ORMS.

Students are expected to complete some self-directed studies and should therefore, have demonstrated an ability to manage workloads effectively.

39.2 Schedule 2: Timing of payment of Fees
Fees must be paid in full before a Student can commence studies within the programme. The Fees can be paid in a variety of ways. The ORMS administration team can advise on options available and provide details of the ORMS cancellation policy, they are contactable on 01248 603012.

39.3 Schedule 3: Guidance for English language requirements
The Sponsor should ensure that any potential Student has a good command of written and spoken English language skills. Students who do not speak English as their first language will be required to provide evidence that they are able to communicate at a level of IELTS level 7 with no element below 6.5 (or equivalent) to enrol on the programme.

39.4 Schedule 4: Practice Placement Educator (PPEd) Criteria
The PPEd is required to have an appropriate mentoring qualification, such as:

- a Degree level mentorship module
- ENB 998
- C&G 730
- Certificate in Education / PGCE
- TDLB Assessor Awards
- Practice Placement Educator Training (Approved by ORMS)

PPEds for Student Paramedics must be HCPC registered Paramedics themselves. They should be competent in the clinical area to be assessed e.g. in resuscitation / emergency care and for the particular speciality that the Student is undertaking. A maximum of 2 students per PPEd is allowed.

In some exceptional circumstances appointments with no mentor qualifications would be considered for registered Paramedics who have received in-house training and who have substantial experience of mentoring. The confirmation of such an appointment would be at ORMS’ discretion and it is essential that in such cases the Sponsoring Organisation / Employer testify to the PPEd’s suitability.

Where an organisation sponsors more than 2 students at any one time then an individual within the organisation must be designated as a “Link Tutor”. The Link Tutor will be essential for ensuring lines of
communication and quality are maintained between ORMS and the PPEds. The Link Tutor will be expected to participate in Link Tutor Training and regular meetings with ORMS for updating.

The nominated link tutor for this agreement is (if applicable):

<table>
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<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Workplace address:</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Phone:</td>
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39.5 Schedule 5: Practice Placements

Practice placements are an integral part of the learning for the programmes within this agreement. However, ORMS does not provide practice placements directly to the students, this element is provided through the Sponsoring organisation through this Learning Agreement and the Memorandum of Understanding within the Educational Audit procedure.

The availability, quality and appropriateness of placements are essential to the programme, therefore, it is imperative that all practice placements undergo an educational audit prior to a student being offered a confirmed space on the programme. A copy of the ORMS Educational Audit can be found in Appendix 2. It is vital to the success of the programme that ORMS maintains a firm collaboration with the placement area, Practice Placements Educators, Link Tutors and the students.

ORMS provides training to the Link Tutor and PPEds to ensure that the practice placement element of the programme is suitable, of high quality and sufficient to meet the learning objectives.

39.5.1 Link Tutors

The Link Tutor must be a HCPC registered Paramedic appointed by the Sponsor to supervise and guide Practice Placement Educators (PPEd). The Link Tutor must be suitably qualified/experienced in the management of education delivery.

The Link Tutor joins the ORMS faculty (as an honorary member) and is a key element in the management of education in practice. The Link Tutor will receive additional education from ORMS and will be required to participate in regular meetings with ORMS. Meetings will include face to face, video conference and telephone meetings to ensure the Link Tutor is kept up to date with programme developments, student progress and arising issues.

The Link Tutor education package will comprise of the PPEd Education Package, Plus:

- Educational Audit Facilitation
- Supporting the Practice Placement Educator
- Supporting the Failing Student
39.5.2 Practice Placement Educators (PPEds)

The “Practice Placement Educator” (PPEd) must be a HCPC registered Paramedic who is appointed by the Sponsor to supervise and guide the Student and to carry out the Practice Placement Assessment task. The PPEd must be suitably qualified/experienced in teaching, coaching and mentoring. The PPEd will also receive additional education from ORMS and will be required to register with ORMS.

The PPEd education will comprise of:

- Programme specific structure and guidance
- Educational Theories and Practice
- Assessment Techniques
- Mentorship, Preceptorship and Coaching
- Reflective Practice
- Developing a Portfolio of Evidence

The PPEd will also register with ORMS. This enables ORMS to further support the PPEd with additional education, updating of changes within the programme, support with student related issues and development of an ORMS PPEd community of practice.

Whilst supporting the student in practice, ORMS/PPEd/Student contact is maintained through regular meetings by video/telephone conference to ensure parity of assessment and equity of opportunity from one PPEd to another.

39.5.3 Practice Placement Environments

Programmes within this learning agreement require the student to engage in various practice placement activities. ORMS uses a Hub and Spoke arrangement for practice placements. The hub is defined as the primary workplace for the sponsor. The Spokes are defined as the other relevant areas for Paramedic development where learning objectives can be better supported, allowing for a broader scope of experiences within the programme.

**Hub - Prehospital Practice Placements** provide the opportunity to develop skills and competencies in clinical practice, under the direct range of emergency and urgent calls and consolidation of theoretical knowledge into practice.

It is recognised that the traditional environment for this is on an emergency ambulance. However, it is also recognised that the range of cases attended to by Paramedics on Search and Rescue (SAR) aircraft reflects those of an emergency ambulance though there is a variation in frequency. For this reason, it must be stressed that the duration of practice placement stated, is the minimum required to achieve the learning objectives.

Students utilising SAR as their Hub will be monitored through the practice support meetings to ensure they are gaining appropriate experience. If it is found that the student is not gaining sufficient exposure to certain areas of practice, then a remedial action plan is developed, requiring the student to spend more time in an emergency ambulance setting.

Competencies are assessed by the PPEd and are an essential component to the programme. It is a programme requirement that the student is directly supervised by their PPEd for a minimum of 25%
of the time in practice and that the student does not carry out interventions that they are still learning without direct supervision.

**Spoke - Other Practice Placements** are required following specific points in the programme and are designed to ensure the student embeds theory and skills learned during the attendance portion of a module into practice. The placement requires the student to achieve certain competencies that are assessed by suitably qualified senior clinicians (e.g. Anaesthetist for intubation). Commonly these competencies are achieved in the hospital environment or areas such as control rooms, non-urgent ambulance operations, community clinics, etc

**Practice Placement Duration**

The student must complete at least 375hrs of practice placement per year with at least half of those hours in the Prehospital environment.

The programme stipulates a minimum number of hours to be spent in each of the practice environments, the objective of each placement is to achieve the practice competencies to ensure safe and effective practice. If the student has not managed to achieve all of the competencies through lack of exposure to opportunities to practice, then it is expected that the duration of placement be increased. More details on specific practice environments and duration can be found in the accompanying document “ORMS Practice Placement Handbook”.

**39.6 Schedule 6: Non-discrimination statement**

The Parties to this Agreement have a policy of non-discrimination and equal opportunity. The Programme seeks to ensure that in all aspects of its development and delivery individuals associated with it will enjoy equal rights (subject to their special needs) and that their uniqueness and diversity will be welcomed. Furthermore, the Programme undertakes not to discriminate against anybody on the grounds of their race, ethnicity, gender, religion, sexuality, disability, age or social and economic class.

Therefore, the Programme will:

- seek to ensure that selection and assessment procedures promote equal opportunity;
- ensure that all Module Materials and all learning experiences both adequately reflect the ORMS equal opportunity policy and also promote and ensure that Students practice in an anti-discriminatory way;
- expect that all Staff and Students teaching or learning on the programme will adopt a value base which leads to their working in a way that welcomes diversity and uniqueness in other people, that promotes their rights and appropriately counters unfair discrimination, racism, sectarianism, disadvantage and injustice.
- The Employer will be mindful that no Students are disadvantaged by the physical and organisational environment in which he or she may be required to work. This is in accordance with the principles of the Disability Discrimination Act (Part IV)
39.7 Schedule 7: Work Based Learning Agreement (Appendix 1)
The Sponsor shall ensure that a “Work Based” Learning Agreement has been completed and signed by the Student and the Sponsor at the outset of the Programme so that consent is documented prior to participation as patient or client in any practical or clinical teaching activity. A copy of the “Work Based” Learning Agreement must be sent to ORMS, a copy should be retained by the sponsor and a copy by the Student.

39.8 Schedule 8: Quality assurance
1. Documentary evidence will be provided by the Sponsor to ORMS (at the commencement of this agreement via the Work Based Learning Agreement, and then by means of regular updates within the framework of Educational Audits) to verify completion of the following for each student:
   1.1. Student consent
   1.2. PVG/DBS check
   1.3. Health check
   1.4. PPEd particulars
2. An educational audit will be conducted periodically to assess all aspects of practical provision including:
   2.1. Risk assessments to ensure safe and effective work practices
   2.2. Resources (including IT resources)
   2.3. Sponsor’s internal monitoring record
   2.4. Provision for delivering the required learning outcomes through the use of appropriate learning and teaching approaches
3. Where an ORMS representative is undertaking the audit they will be accompanied by a Sponsor’s representative, it is anticipated that the sponsor representative will be a Link Tutor. The cost of these educational audits will be borne by the funding agent.
**40 Appendix 1 – Work Based Learning Agreement (1 per student)**

<table>
<thead>
<tr>
<th>Student / Practice Placement Educator (PPEd) Details</th>
<th>Please complete in CAPS</th>
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</thead>
<tbody>
<tr>
<td>Student Name:</td>
<td>Date of Birth:</td>
</tr>
<tr>
<td>RGU/ORMS Student ID (if known):</td>
<td>Contact Email:</td>
</tr>
<tr>
<td>Job Title:</td>
<td></td>
</tr>
<tr>
<td>Organisation Name:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Sponsor address:</td>
<td></td>
</tr>
<tr>
<td>Postcode:</td>
<td>Phone:</td>
</tr>
<tr>
<td><strong>PPEd Details (A maximum of 3 students may be supported per PPEd at the same location)</strong></td>
<td></td>
</tr>
<tr>
<td>PPEd Name:</td>
<td>Date of Birth:</td>
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<tr>
<td>Email:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Workplace address:</td>
<td></td>
</tr>
<tr>
<td>Postcode:</td>
<td>Phone:</td>
</tr>
<tr>
<td><strong>Mentoring Qualification/s: (Please refer to schedule 4 or contact ORMS for further guidance)</strong></td>
<td>Date/s Passed:</td>
</tr>
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</table>

**Sponsor Declaration**

I confirm that the above named student:

<table>
<thead>
<tr>
<th>Is fit for operational duties in their field or work</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will be supported by means of suitable placements</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><em>Has received an DBS/PVG check as part of their employment in their current role (if employed)</em></td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

I understand that ORMS may contact me to confirm the authenticity of the details given above. I understand that if any of the information I have provided is inaccurate this may lead to penalties including students being unable to complete enrolment. I confirm that I have signed a Learning Agreement.

Signed:  
Print Name:  
Date:  
Job Title:  
Phone:  
Email:  

Requires Completion
40.1 Student Consent

Please read the following statements and confirm your agreement by signing below:

- I understand the range of practical activities and I agree to participate in practical classes and clinical placements in a variety of settings.
- I confirm that apart from health issues that have been disclosed, I am in good health.
- I understand that should any information regarding my health status come to light during a practical procedure, it is my responsibility to seek appropriate advice. This may include referral to my General Practitioner or other appropriate health professional. ORMS will keep such information confidential unless I have given explicit permission for the information to be divulged to another party.
- I understand that it is my responsibility to inform my Sponsor of any change in health status that may occur subsequent to my completion of this Work Based Learning Agreement. I am aware that neither my Employer nor ORMS shall be liable if I have failed to declare any change in health status.
- I understand that it is my responsibility to inform my Sponsor of any disability. Neither my Sponsor nor ORMS shall be liable where there has been incomplete or non-disclosure of any disability.
- I understand that it is my responsibility to complete any study required, as directed, in advance of undertaking any practical procedure. I also undertake to query any aspects of the knowledge base or procedure if I am in any way uncertain.
- I understand that it is my responsibility to be aware of the precautions and contraindications for each practical activity.
- I understand that it is my responsibility to inform my PPEd, Link Tutor and/or Module Tutor if I am unable to undertake any of the activities, for whatever reason (including health status), and to ensure that this is recorded in my student file.
- I understand that it is my responsibility to inform the practitioner should I experience any untoward symptoms during a procedure. I acknowledge that it is the responsibility of the practitioner to stop the procedure immediately should I indicate such symptoms or request that it should be stopped.
- I agree to ORMS providing information on my progress on the modules associated with my chosen Programme, such as my assignment results, to my Sponsor on request.
- I understand that I have the right to decline to be used personally as a patient or client in practical and clinical teaching demonstrations.
- I understand that ORMS requires the information requested in this form to assess my suitability for the module and I consent to them using the information for that purpose.
- I consent to my Sponsor disclosing the information requested above to ORMS.

**Student Declaration**

I have read and understood the above, and declare that I am willing and able to take part in all practical components of my chosen Programme. I also confirm that I have read the module descriptors and other relevant documentation and I understand the registration requirements. I confirm that the information provided on this form is accurate, and understand that this declaration applies to all work based learning activities within the Programme. I agree to abide by the ethical guidelines set out for this Programme, and to protect the anonymity of individuals and organisations in my assignments. If I move location before or during the course of the Programme I will re-negotiate these agreements and inform ORMS of the changes.

**Student signature:**

**Witness signature:**

**Print name:**

**Print name:**

**Date:**

**Date:**

DEVELOPING HAZARDOUS ENVIRONMENT MEDICINE
Information for students and employers
The aim of the form is to ensure that students satisfy certain requirements, have the permission of their sponsoring organisation and to undertake module activities in a suitable environment.

Students will be looking at current policy and practice within their work setting so access to relevant policy documents is required, as is permission to discuss module issues with their ORMS Tutor, their PPEd and, where appropriate, with colleagues. This means that they need to be sensitive to the way other staff, colleagues, patients and PPEds are consulted and to any points raised about day-to-day practice. They must protect the anonymity of individuals and organisations within the material that they submit for assessment.

40.2 Completing this Work Based Learning Agreement

Students
You should fill in the Student Details and Consent sections of this form before passing to your sponsor for completion.

Self-funding students: you must ensure that your sponsor has sent a signed Learning Agreement to ORMS before returning your registration documents, as without this you will be unable to complete the work-based learning elements within the Programme. Once you have confirmed this submission with your sponsor, you should return the fully completed Work Based Learning Agreement along with your registration forms and fee payment to ORMS.

Funded students: your funding agent will return your Work Based Learning Agreement to ORMS along with any other registration documents on your behalf.

Sponsors
You should fill in the Student/PPEd Details and Sponsor Declaration sections of this form before passing to the student for completion. Work Based Learning Agreements for self-funded students will need to be sent back to the student after completion for return to ORMS. It is essential that you also submit a signed Learning Agreement to ORMS, as without these students will be unable to complete the work based learning activities.

YOU SHOULD RETAIN A COPY OF THIS FORM AS THE ORIGINAL WILL NOT BE RETURNED TO YOU.
41 Further Information

Further information about the Programmes and requirements for registration can be obtained from:

Programme Administrator,
Outreach Rescue Medic Skills (ORMS),
Tan-y-Bwlch Centre,
Llanllechid,
Bangor,
Gwynedd.
LL57 3HY

http://www.orms247.co.uk
enquiries@orms247.co.uk
Tel: 01248 603012
SEE ORMS EDUCATIONAL AUDIT FOR PLACEMENT DOCUMENT