

**Undergraduate Optometry Clinical Placement Agreement between
The School of Optometry and Vision Sciences, Cardiff University
and [Name of the Placement Provider]**

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This Agreement shall commence on (or shall be deemed to have commenced on) the Commencement Date (***date agreement signed***) and shall continue until terminated by either Party in accordance with Clause 4 below.

Parties:

A. ***the [Name of Placement Provider]*** (known as the “Placement Provider”)
Address

and

B. the Head of School, School of Optometry and Vision Sciences, Cardiff University, (known as “*Cardiff University*”) a registered charity, number 1136855 whose administrative office address is 7th Floor, McKenzie House, 30-36 Newport Road, Cardiff CF24 0DE.

1. Purpose of this Agreement

1.1 The General Optical Council (GOC) requires that optometry schools should have agreements/contracts with external placement providers. <https://www.optical.org/>.

The purpose of this Agreement is to set out the respective roles and responsibilities of *Cardiff University* and the *Placement Provider* in the provision by the latter of clinical placement experience for registered optometry Students, specifically those Students enrolled in Years 1,2 and 3 of their undergraduate academic programmes, at *Cardiff University*.

1.2 Introduction

The General Optical Council (GOC) has the responsibility for setting the standards and requirements for the delivery of all stages of optometric education and training. The General Optical Council Quality Assurance Handbook (<https://www.optical.org/>) sets out the standards and learning outcomes that it expects organisations responsible for educating and training optometric Students in the UK to meet.

Patient safety is at the core of these standards and organisations that educate and train optometric Students must make the care of their patients as their first concern.

2. The Clinical Placement

2.1 The GOC recognises that it is important that optometry Students receive clinical experience, which must include work-based placement learning in optometric practices.

Each Student requires a prescribed number of clinical experience hours, as detailed by the GOC. These clinical hours and activities required of the Student, and prescribed by *Cardiff University*, will be agreed, in advance of a Placement taking place, between *Cardiff University* and the *Placement Provider*, in accordance with the '*Placement Operational Agreement*' Appendix 1.

- 2.2 An effective feedback mechanism must be in place to record the Student's patient experience gained during their work-based placement, for example, through a portfolio/record of all patients and conditions seen by the Student supported by a reflective commentary. This portfolio/record will be issued by *Cardiff University* to each Student before the commencement of the placement, a copy of which will be provided by *Cardiff University* to the *Placement Provider*.
- 2.3 The Parties acknowledge and agree that Placements should only be undertaken in optometric practices/experiential learning sites approved between both Parties.
- 2.4 This agreement will form part of a programme that will be reviewed on an annual basis between *Cardiff University* and the *Placement Provider*, as detailed in the '*Placement Operational Agreement*' Appendix 1.

Responsibilities of the *Placement Provider*.

- 2.5 The Parties acknowledge and agree that there is no obligation for the *Placement Provider* to provide any Placements and that no transfer of monies is involved in this arrangement. However, any variation to a '*Placement Operational Agreement*', once this written arrangement has been signed, in writing, between the *Placement Provider* and *Cardiff University* to take Student/s on placement, the *Placement Provider* will provide *Cardiff University* with 21 business days' notice in writing, before any changes to the Student's/s placement takes place.
- 2.6 If the *Placement Provider* agrees to offer a Placement, the dates of the Placements, locations and the number of Students that can attend the *Placement Provider's* optometric practice/s will be mutually agreed, in advance, between the *Placement Provider* and *Cardiff University*, in writing. For the avoidance of doubt, although, the Placement locations and the number of students that can attend a Placement are to be mutually agreed, the period and duration of each placement should be during the *Cardiff University* Academic Year, as it is defined in the teaching timetable, and cannot be revised.
- 2.7 Where the Student is subject to formal suspension of Placement, and/or is withdrawn from the Placement/*Cardiff University*, and/or other material reason that affects the Placement, *Cardiff University* will provide the *Placement Provider* of any changes giving 21 business days' notice, in writing.

- 2.8 All Placements will be observational, and activity based. All activities undertaken by the Student will be risk assessed by the *Placement Provider*, in advance, of any activity taking place by the Student.
- 2.9 The *Placement Provider* agrees to provide all suitable, sufficient and necessary health, safety and welfare arrangements for the Student when present at the *Placement Provider's* property.
- 2.10 *Cardiff University* will provide the *Placement Provider* with the 'Placement Provider Questionnaire' who will complete and return this questionnaire to *Cardiff University*, in advance of the placement commencement date.
- 2.11 As soon as reasonably possible and no later than 24 hours from the date of incident, the *Placement Provider* will notify *Cardiff University* representative of any complaints or concerns relating to the Student whilst on the Placement, including but not limited to attendance (including any instances of unauthorised non-attendance), poor performance, incidents or accidents, and misconduct; and (see Clause 2.17 '*Fitness to Practice*')
- 2.12 Use best efforts to procure that the *Placement Provider* acts in accordance with this Agreement.

Responsibilities of the Parties

- 2.13 A representative of *Cardiff University* will arrange with the *Placement Provider* the maximum number of Students to be placed with the *Placement Provider* on an annual basis, by an agreed date, in advance of the placement/s taking place.
- 2.14 *Cardiff University* will ensure that there is a system in place for the Student to record the Student's own patient experience gained during the work-based placement for example, through a portfolio/record of all patients and conditions seen by the Student, supported by a reflective commentary.
- 2.15 *Cardiff University* acknowledges that the Student will, in the course of the Placement, come into contact with Patients and *Cardiff University* agrees that it will, prior to the commencement of the placement:
- (a) use all reasonable endeavours to ensure that the Student complies with the relevant obligations and restrictions contained in this Agreement;
 - (b) remind the Student to abide by the GOC Standards of Practice for Optical Students that includes proper and professional behaviour;
 - (c) procure that the Student undertake mandatory training regarding the importance of maintaining proper and professional behaviour (including but not limited to training in respect of data protection and information governance), and general health and safety training related to optometric practice (this training is not specific to any *Placement Provider's* optometric practice);

- (d) ensure that an enhanced Disclosure and Barring Service, Protecting Vulnerable Groups membership or Access NI (as appropriate) is completed for all Students prior to any Students being enrolled at the University;
 - (e) use reasonable endeavours to ensure that the Student complies with any applicable policies and procedures of the *Placement Provider* as determined, in writing to *Cardiff University*, by the *Placement Provider* in respect of the specific Placement. The *Placement Provider* agrees to provide *Cardiff University* in reasonable time before the placement, with all applicable policies and procedures and in turn *Cardiff University* will brief each Student on them before they commence the Placement. The Students may be required by the *Placement Provider* to read, sign and adhere to any relevant standard operating procedures, supplied by the *Placement Provider*.
 - (f) inform the Student that if any of the Students wish to collect any data anonymised or otherwise, produce documents, reports, spreadsheets or other materials in support of their studies and/or wish to submit any such information for publication or any other form of disclosure, they must notify the *Placement Provider* in advance and submit a request to the *Placement Provider* in advance of the Placement for approval in writing. Patient data must be collected under the supervision of the *Placement Provider*, in the appropriate manner as dictated by the *Placement Provider*, through a patient consent form.
- 2.16 *Cardiff University* acknowledges that any Student who is subject to, or becomes subject to, a fitness to practice investigation (whether initiated by *Cardiff University* or the relevant regulatory body), where there is a risk identified to their own safety or that of others, including patients, may be suspended from the placement and/or academic studies until the investigation is completed and a decision made. In such circumstances, the *Placement Provider* will inform *Cardiff University*, in writing, that the Student's placement is suspended or discontinued no later than 24 hours from the date of such incident. *Cardiff University* may also suspend or discontinue a placement, in line with Cardiff University Academic Regulations, in which case, *Cardiff University* will notify, in writing, the *Placement Provider* of such action.
- 2.17 *Cardiff University* will provide the details to the *Placement Provider* of the required hours of attendance and expected activities of each Student for the Placement. For the avoidance of doubt, the hours of attendance and expected activities, will be provided by *Cardiff University* to the *Placement Provider* and agreed between the Parties in writing, prior to the commencement of a Placement.
- 2.18 *Cardiff University* shall ensure that Students are given a copy of the Placement Providers store guides upon receipt of such guides and other relevant documentation from the Placement Provider, as appropriate. Store guides and other placement documentation should be supplied by the *Placement Provider* to *Cardiff University* in reasonable time ahead of the Placement.

2.19 The Placement Provider agrees to:

- 2.19.1 carry out an appropriate risk assessment of the placement which should identify all potential risks upon the Student and put in place a plan to prevent or minimise any such risks identified; and
- 2.19.2 ensure that the Student properly understands and agrees the content of their role; and
- 2.19.3 ensure the content of the placement is of sufficient standard and quality as required by the University for the degree programme that the Student is undertaking; and
 - 2.19.3.1 ensure the content of the placement and any necessary goals with the Student and the University prior to the commencement of the work placement; and
 - 2.19.3.2 to assign a supervisor to the Student who will provide the Student with a suitable induction to the Placement Provider's Organisation including but not limited to any applicable rules and regulations, and the placement role and to provide support throughout the placement to the Student; and
 - 2.19.3.3 provide the Student with an appropriate level of feedback/appraisal of the work undertaken during the placement; and
 - 2.19.3.4 liaise with the Student's Placement Supervisor where appropriate to enable the University to properly monitor the Student's progress; and
 - 2.19.3.5 provide training opportunities/opportunities for skills development for the Student where appropriate; and
 - 2.19.3.6 to complete any Student monitoring forms required by the University; and
- 2.19.4 to adhere at all times to relevant/applicable employment related legislation, and ensure that the Student is at all times treated with appropriate dignity and respect; and
- 2.19.5 not to take any disciplinary or similar action or invoke any formal procedures in relation to the Student without prior notification to the University and, unless prohibited by legislation, to facilitate the University's active involvement in any such procedures (if the University wishes to pursue such involvement); and
- 2.19.6 to notify the University of any grievance raised by the Student in relation to the Placement per clause 2.12; and
- 2.19.7 to allow the Student to take any bank holidays which fall within the placement period and to benefit from additional statutory leave entitlement or any other holidays recognised by the Placement Provider or from which their own staff benefit, in the same way that an employee would, and to

notify the Student of their holiday entitlement and any other benefits which they may be afforded during the placement; and

- 2.19.8 to notify the University of all absences from the placement on the part of the Student; and
- 2.19.9 owe an appropriate duty of care to the Student, take all reasonable steps to ensure their Health and Safety and make the student aware of any health and safety regulations, fire drills, emergency and accident reporting procedures; and
- 2.19.10 report any accident to the student in the work place to the named University contact; and
- 2.19.11 provide for adequate supervision and alert the University, as soon as reasonably possible, of any potential problems with the placement

Placement Review

- 2.20 The Parties acknowledge that this Agreement and its provisions may be subject to review by *Cardiff University* and/or the *Placement Provider* every two years and more regularly, as required.

A review/feedback between representatives of the *Cardiff University* and the *Placement Provider* will be held after each annual placement block has taken place.

Placement Concerns

- 2.21 Either Party may terminate a Student's placement if:

- (a) it is agreed upon mutual consultation between the Parties that there are serious concerns around the Student's competence, behaviour, appearance and/or punctuality;
- (b) the Student ceases to be a Student of *Cardiff University* (for whatever reason);
- (c) it is agreed upon mutual consultation with Cardiff University that the Student has committed an act of misconduct; or
- (d) the Student becomes subject to a fitness to practice investigation (see Clause 2.17 '*Fitness to Practice*'); or
- (e) there are serious risks to the Student at the Placement Provider's premises

- 2.22 In consultation with Cardiff University, the *Placement Provider* may increase the level of supervision required, decline to involve the Student in any particular activities or if, in their professional judgement, they deem a lack of competence or any other issue with a Student.

- 2.23 It is reasonable to expect that the *Placement Provider* will be able to manage the day-to-day supervision of Students. However, should the *Placement Provider* experience concerns/issues relating to the Student, these will be reported, within 24 hours, to the representative of *Cardiff University*. *Cardiff University* will report to the *Placement Provider* any action taken in a reasonable time
- 2.24 All Students must adhere to the Academic Regulations of *Cardiff University*, that includes (inter-alia) study, assessment and conduct. As a consequence, all concerns/issues raised by the *Placement Provider* that impact on a Student's study at *Cardiff University*, will be managed by *Cardiff University*.

3. Governance and Compliance

Personal Data

- 3.1 In the course of the Placement, the *Placement Provider* shall have access to data, supplied by *Cardiff University*, concerning the Student. The *Placement Provider* shall store such data securely.

The *Placement Provider* shall process Personal Data relating to the Student as is reasonably required in connection with the Placement.

The Parties shall ensure that the necessary lawful basis is in place to enable the *Placement Provider* to process Personal Data relating to the Student.

- 3.2 The *Placement Provider* shall not disclose Personal Data to any third parties other than:
- to staff members of the *Placement Provider*, or
 - to the extent required by applicable laws, under a court order or governmental body, or authority of competent jurisdiction.
- 3.3 To the extent that either Party processes Personal Data relating to the other Party, it shall at all times comply with the Data Protection Laws. Each Party shall ensure that it has the necessary lawful basis in place to enable such Processing.
- 3.4 The Parties shall ensure that appropriate technical and organisational measures are in place to ensure the security of the Personal Data relating to the Student and that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.
- 3.5 For the avoidance of doubt, in relation to any Processing of Personal Data relating to the Student, each Party will be acting as an independent Data Controller.

Freedom of Information

- 3.6 Each Party recognises that the other Party may be subject to legal duties which may require the release of information under the Freedom of Information Act 2000 (the “**FOIA**”), the Environmental Information Regulations 2004 (the “**EIRs**”), or any other applicable legislation governing access to information, and that each Party may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

Each Party will take reasonable steps to assist the other to enable it to comply with its obligations. In the event that either Party receives a request for information under the FOIA, the EIRs, or any other applicable legislation governing access to information, it will provide reasonable support and assistance to the other.

Intellectual Property

- 3.7 Save as granted elsewhere in this Agreement, neither Cardiff University nor the Placement Provider shall acquire any right, title or interest in the other's Pre-Existing IPR.
- 3.8 If, subject to the prior written consent of Cardiff University, the Student is required to use any Cardiff University Pre-Existing IPR during the Placement, the University shall licence to the Placement Provider a non-exclusive, royalty-free, non-transferrable licence to use its Pre-Existing IPR solely in connection with the Placement. Any licence granted under this Clause shall automatically terminate upon the expiry of this Agreement.
- 3.9 If the Student or Cardiff University shares any Cardiff University Pre-Existing IPR with the Placement Provider in connection with the Placement, it will be subject to the confidentiality obligations set out in Clauses 3.13 to 3.18 ‘*Confidentiality*’.
- 3.10 Cardiff University shall ensure that the Student shall not produce any thesis, publication or dissertation that includes the Placement Provider’s Intellectual Property Rights without the Placement Provider’s prior written consent. The Parties acknowledge that any new Intellectual Property Rights created as a result of or in connection with this Agreement will vest entirely in the Placement Provider. Cardiff University shall, and shall procure that the Student shall, take all necessary steps and take all necessary actions required by the Placement Provider to ensure such IPR vests in the Placement Provider. Subject to the terms of this Agreement and for the avoidance of doubt, this does not include any workbook completed by the Student containing learnings or reflections in connection with the Placement.
- 3.11 Neither Party will use the other’s name or the name of any of the Student provided by the other Party or the other Party’s logo in any press release or

product advertising, or for any other promotional purpose, without first obtaining the other Party's written consent..

Confidentiality

- 3.12 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other Party.
- 3.13 The Parties may disclose Confidential Information to an employee, consultant, staff member, or agent (in the case of its Affiliates) to the extent necessary for the performance of the Agreement provided such disclosure is subject to confidentiality obligations equivalent to those set out in this Agreement. Each Party shall use its best endeavours to procure that any such employee, consultant, staff member, or agent complies with such obligations. Each Party shall be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made for the duration of 4 years following the termination of this Agreement.
- 3.14 The obligations of confidentiality in this Clause do not extend to any Confidential Information which the Party that wishes to disclose or use can show:
- is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
 - was or is disclosed to it by a third party entitled to disclose the same;
 - the Parties agree in writing is not Confidential Information or may be disclosed; or
 - is required to be disclosed under any applicable laws, or by order of a court or governmental body or authority of competent jurisdiction.
- 3.15 *Cardiff University* shall procure that the Student shall keep secret and confidential all Confidential Information relating to the *Placement Provider* and shall procure that the Student shall not use nor disclose the same save for the purposes of the proper performance this Agreement or with the prior written consent of the *Placement Provider*.
- 3.16 *Cardiff University* acknowledges that the Student will, in the course of the Placement, come into possession of Personal Data relating to Patients and the business processes of the *Placement Provider* and *Cardiff University* agrees that it will:

- prior to the Placement, make the Student aware of the importance of confidentiality in relation to Personal Data relating to Patients and any Confidential Information of *Placement Provider*;
- use all reasonable endeavours to ensure that the Student maintains confidentiality in respect of any Personal Data relating to Patients and Confidential Information of;

3.17 *Cardiff University* undertakes to use all reasonable endeavours to ensure that it and the Student maintain the confidentiality of all materials produced by the Student in connection with the Placement.

Anti-Bribery

3.18 The Parties shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including but not limited to any Anti-Corruption Legislation;
- (b) not engage in any activity, practice or conduct which: (i) constitutes, or would constitute, if carried out in the UK, an offence under sections 1, 2 or 6 of the Bribery Act 2010 (ii) could implicate the other Party in an offence under the Bribery Act 2020; or (iii) is otherwise contrary to any Anti-Corruption Legislation;
- (c) have, and shall maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
- (d) comply with any policies on anti-Bribery, ethical business practice or similar implemented by the *Placement Provider* and *Cardiff University* will use its best endeavours to ensure the Student complies with such policies;
- (e) have and shall maintain in place throughout the duration of this Agreement its own policies and procedures and will enforce them where appropriate;
- (f) promptly report to the other Party if, in connection with the performance of this Agreement, it: (i) receives any request or demand for any undue financial or other advantage of any kind; and/or (ii) it learns of or suspects a possible violation of any Anti-Corruption Legislation; and
- (g) from time to time, at the reasonable request of the other Party, it shall confirm in writing that it has complied with its obligations under this Clause and shall provide access to such people and/or information reasonably requested by the other Party in support of such compliance.

Authority to Contract

3.19 The *Placement Provider* acknowledges that the Student shall have no authority contractually to bind *Cardiff University* or give consent for and on behalf of the University. *Cardiff University* acknowledges, and shall procure that the Student acknowledges, that neither *Cardiff University* or Student will have any authority to contractually bind the *Placement Provider* or give consent for and on behalf of the *Placement Provider*, and agree that they will not at any time hold themselves out as having such authority.

Insurance

3.20 The Placement Provider will ensure that it holds public liability insurance employers' liability insurance and such other insurances that it deems appropriate in respect of the Students whilst on Placement at the Placement Location in order to meet its obligations under this Agreement or as are required by law.

Liability

3.21 Subject to Clause 13.22 and 3.23 below, the Parties shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of anticipated savings, or indirect or consequential losses thereof.

3.22 Nothing in this Agreement limits or excludes the liability of the Parties:

- (a) for death or personal injury resulting from negligence;
- (b) for any damage or liability incurred by a Party as a result of fraud or fraudulent misrepresentation by the other Party;
- (c) in the case of the University, as provided for in Clause 3.21 above; or
- (d) for any other liability which cannot be lawfully limited or excluded.

3.23 The maximum liability of any Party under or otherwise in connection with this Agreement shall not exceed £100,000.

Costs

3.24 Each Party shall pay the costs and expenses incurred by it in connection with the preparation, negotiation and implementation of this Agreement.

No Partnership, Agency or Employment

3.25 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties or create the relationship of employer and employee between the Parties.

Third Party Rights

3.26 No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

Counterparts and Amendments

3.27 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

Waiver

3.28 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

Publicity

3.29 Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

Governing Law and Jurisdiction

3.30 All Parties will comply with all applicable laws, statutes and regulations including without limitation the Equality Act.

This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales and the Parties irrevocably agree that the English and Welsh courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Notices of Communication

3.31 All correspondence relating to the Placements shall be in writing and sent to either the Cardiff University representative or the Placement provider, as appropriate.

3.32 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other Party at the following addresses:

- (a) For the University: the University Contact at the address set out at the start of the Agreement, or as otherwise specified by the University by notice in writing.
- (b) For the Placement Provider, the Provider's Contact Name, with a copy to its Company Secretary, at the address set out at the start of the Agreement, or as otherwise specified by the Provider by notice in writing to the University.

4. Termination and Dispute Resolution

Force Majeure

4.1 The Parties reserve the right to terminate this Agreement, if they are prevented from, or delayed in, carrying on their business by acts, events, omissions or accidents beyond their reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of either Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Dispute Resolution

4.2 If the Parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to [insert officer] in the case of the Institution, and to [insert officer] in the case of the Placement Provider in an attempt to resolve the issue within 21 days after the referral. Either Party may bring proceedings in accordance with clause 3.30 if the matter has not been resolved within that 21. day period, and either Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction, whether or not any issue has been escalated under this clause.

Termination

4.3 Either Party may for any reason terminate this Agreement by giving six (6) weeks' written notice to the other Party.

4.4 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:

- (c) commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty(30) days of that Party being notified in writing of the breach;
- (d) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- (e) is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.

4.5 On termination of this Agreement for any reason the accrued rights, obligations and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

4.6 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:

- Clause 3.1 to 3.5 Personal Data
- Clause 3.7 to 3.12 Intellectual Property
- Clause 29 Publicity

4.7 For the University: the *Cardiff University* Contact at the address set out at the start of the Agreement, or as otherwise specified by the University by notice in writing.

4.8 For the *Placement Provider*, the *Placement Provider's* Contact Name, with a copy to its Company Secretary, at the address set out at the start of the Agreement, or as otherwise specified by the *Placement Provider* by notice in writing to *Cardiff University*.

5. Signatures

As witness whereof the parties hereto have executed this Agreement:

Signed on behalf of: School of Optometry and Vision Sciences, Cardiff University	Signed on behalf of: [Placement Provider]
Name: Title:	Name: Title:
:/ /	:/ /

END