

# ***University College Dublin***



## **Guide For Schools / Units Hosting Researchers / Persons On Work Experience / Volunteers**

**June 2015**

**Rev. 1**

***UCD Safety, Insurance Operation Risk and Compliance (SIRC) Office***

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## **Revision History**

- **Rev. 0;** Issued November 2013.
- **Rev. 1;** Issued June 2015. Minor changes made. Change in document title. References to hosting 'volunteers' added. Addition of Appendix 4.

## ***1. Hosting Schoolchildren / Young Persons (Under 18 Years Of Age)***

Units and Schools may accept schoolchildren or young persons (under 18 years of age) on work placements / work experience programmes. Due to the fact that these persons are under the age of 18 they are deemed to be minors and the university has a significant duty of care towards these individuals. Such children may be accepted as part of formal work experience schemes, or as part of informal work experience arrangements.

Any School / Unit accepting children under 18 years of age for work experience must ensure compliance with the latest UCD policies on Garda vetting for persons who supervise minors. The latest version of this policy can be obtained from UCD HR.

If accepting schoolchildren on formal transition year work experience programmes, or at the request of a secondary school, then the hosting university Unit or School must ask the secondary school for written evidence of their public liability insurance. The written evidence should be on broker or insurer headed paper and must (a) be valid for the period of the work experience; and (b) explicitly state that the policy extends to cover the school's legal liabilities in relation to the student's work placement. If you are in doubt as to the validity of such insurance then advice can be obtained from [insurance@ucd.ie](mailto:insurance@ucd.ie). For informal work experience arrangements which are not part of an approved programme such insurance confirmation is not required.

When accepting minors on work experience a designated member of staff must take full responsibility for the training, supervision and tasking of that young person. As these are children in legal terms the level of supervision and oversight that they require from the designated person is significant. Adequate supervision does not necessarily mean that they must be supervised on a continuous basis but that the level of supervision and oversight they receive reflects the nature of the work they are undertaking and the environment within which they are working. For example a transition year student on work experience in an open plan office is going to require less oversight than such a student placed in a research lab.

Every child on placement must be given some form of training / induction by the designated person. This should cover the basics around things like building evacuation, availability of first aid, acceptable behaviour on campus; right up to task specific training around equipment that they may be using. The relevant sections of the School / Unit Safety Statement must be brought to their attention. All such training must be provided in a form, manner and a language likely to be understood by the child. Records of this training should be kept by the designated person. A sample training record checklist can be found in Appendix 1.

When assigning tasks to a child on work experience the designated person must be cognisant of the potential cognitive limitations of younger persons. Complicated tasks that are safety critical should not be assigned to children; for example children must not be tasked with or allowed to operate hazardous workshop equipment or work with carcinogens. Similarly the physical limitations of younger persons should be considered when assigning physical tasks. Any task that involves a risk of accident which it may be assumed cannot be recognised or avoided by a child or young person owing to insufficient attention to safety or lack of experience or training must be avoided.

Young persons on work placement must be provided with all necessary safety equipment as required. For example children working in laboratory environments must be provided with lab coats and safety glasses if these are standard wear in that particular lab. The designated person must ensure that the child is wearing the supplied protective equipment as and when needed.

Units and Schools should be aware of the limitations that younger persons have in working what would be considered as 'normal working hours'. As a guide young persons should not be tasked with working more than their typical school day / week, and should be given frequent breaks.

There are certain types of work and materials that young person's should not be exposed to. These are listed in Appendix 2.

The designated person must, as part of the process of accepting young persons on work placements, complete a risk assessment for the tasks assigned to that child. A suggested template for doing so is in Appendix 3. A record of this risk assessment must be maintained by the designated person.

All work placements involving children must be notified to the university's Safety, Insurance, Operational Risk and Compliance (SIRC) Office by e-mail to [sirc@ucd.ie](mailto:sirc@ucd.ie) stating the name of the person, duration of placement, the name of designated person, details of any risk assessment completed, whether the arrangement is formal or informal and confirmation that insurance details have been checked where relevant.

## ***2. Hosting Persons Over 18 Years Of Age***

Schools and Units may host persons over the age of 18 as part of formal work / research placement agreements or they may host persons on an informal basis as 'volunteers'. Notwithstanding how the hosting of the person has been arranged, all persons hosted by the university in a working capacity must be treated equally.

When accepting over 18's on placements and as volunteers within the university the hosting School / Unit must treat that person in the same way that it would treat a salaried staff member when it comes to safeguarding their health and safety and providing them with suitable working conditions. Irrespective of the status of the arrangement, be it formal or otherwise, the hosting School / Unit has the same statutory duty of care towards such persons as it does towards their employees. The university's insurance programme treats such persons in the same way as it treats salaried members of staff.

Work experience / research persons may be accepted as part of formal programmes from other universities, government organisations, etc. When accepting such persons as part of a formal arrangement or programme, organised via or in conjunction with an external third party, then the hosting School / Unit should ensure the following:

- That a formal contract of placement exists between the UCD host and the external sponsor of the work experience person. The formal contract should be approved by the UCD Legal Office.
- That the external sponsor provides written evidence of their public liability insurance. The written evidence should be on broker or insurer headed paper and must (a) be valid for the period of the work experience, and (b) explicitly state that the policy extends to cover the sponsors legal liabilities with respect to work placements. If you are in doubt as to the validity of such insurance then advice can be obtained from [insurance@ucd.ie](mailto:insurance@ucd.ie).

For informal work experience set ups which are not part of any structured programme involving an external sponsor (including the use of unpaid volunteers) insurance confirmation is not required. Schools / Units can accept over 18's on informal work placements subject to the host School / Unit satisfying itself that the person concerned is suitably qualified / experienced to undertake the tasks that they will be given during the placement; or that they are capable of

receiving and understanding the necessary training required to complete the tasks that will be given to them.

UCD has developed a standard visiting researcher / work experience agreement that such persons should be asked to sign in the absence of any formal agreement with a third party. This is available in Appendix 4 below and should be used whenever no other formal agreement exists.

In all cases the person must be assigned an immediate supervisor. That supervisor must take responsibility for ensuring that the person is adequately trained, supervised and tasked during their time with the School / Unit. As referred to above the work experience person / volunteer must be treated and afforded the same level of protection as a salaried member of staff, and this extends to issues such as the provision of safety equipment, working hours, access to welfare facilities, access to safety training, etc. The designated supervisor has the legal responsibility for ensuring that the safety of the work experience person / volunteer is safeguarded.

The designated supervisor must bring the relevant sections of the School / Unit Safety Statement to the attention of the person. All such training must be provided in a form, manner and a language likely to be understood. Records of this training should be kept by the School / Unit in the same way as they are for other staff.

When tasking such persons the supervisor may take account of previous experience and education held by that person when deciding on the level of training and supervision required. However it is recommended that complicated tasks that are safety critical should not be assigned to the work experience persons / volunteers until such time as they have received specific in-house training.

Unless the tasks assigned to the person are not covered as part of the risk assessments contained within the School / Unit Safety Statement, and as long as the person receives all necessary training, then there is no need to carry out any additional risk assessments for these

sorts of arrangements unless the makeup of the individual themselves renders this a necessity. Further advice can be obtained from [sirc@ucd.ie](mailto:sirc@ucd.ie).

All work placements must be notified to the university's Safety, Insurance, Operational Risk and Compliance (SIRC) Office by e-mail to [sirc@ucd.ie](mailto:sirc@ucd.ie) stating the name of the person, duration of stay, name of designated supervisor, whether the arrangement is formal or informal, and where relevant confirmation that insurance details have been checked and a formal contract of placement is in place.



## Appendix 1. Sample Training Checklist For Under 18's On Work Placement

Name Of Host School / Unit:

Name Of Designated Person:

Ext:

Name Of Work Experience Student:

Date:

Item	Completed Yes / No	Comments
The name of my supervisor is:		<i>Insert name and contact number</i>
If I am unsure about a health and safety issue then I must contact:		<i>Insert name and contact number</i>
If I have an accident at work then I must contact:		<i>Insert name and contact number for local first aider</i>
Emergency procedures have been explained to me and in the event of a fire I must:		<i>Insert details</i>
I have been shown a copy of the local area Safety Statement and I can see a copy at any time at:		<i>Insert location</i>
It has been agreed and explained to me that I am allowed carry out the following tasks and enter the following areas:		<i>Insert details</i>
It has been agreed that I am prohibited from carrying out the following tasks and entering the following areas:		<i>Insert details</i>
I have been given the following task specific training:		<i>Insert details</i>

Signed:

\_\_\_\_\_

Designated Person

\_\_\_\_\_

Work Experience Student

## **Appendix 2: Activities That Under 18's May Not Engage In**

- Any task that involves a risk of accident which it may be assumed cannot be recognised or avoided by a child or young person owing to insufficient attention to safety or lack of experience or training.
- Work with ionising radiation
- Work with Class 3 biological agents
- Work with biological agents where vaccinations are required
- Work the following types of chemical / chemicals exhibiting the following characteristics:
  - Carcinogens
  - Mutagens
  - Teratogens
  - Extremely flammable agents
  - Extremely toxic agents
  - Materials that can cause severe burns
  - Sensitising agents
  - Heavy metals
  - Compressed gases or cryogenic liquids
- Work with potentially dangerous animals
- Work with live electrical supplies
- Work with machinery with the potential to cause injury due to fast moving parts, exposed cutting blades, heavy moving components, etc.

### Appendix 3: Risk Assessment Template For Under 18's On Work Placement

Important Note
<p>This document should be completed by the designated person responsible for managing a young person during their work experience in UCD. If necessary they should seek assistance from within their School or Unit.</p> <p>It is not necessary to complete a risk assessment for every young person undertaking work experience <i>per se</i>; it is acceptable to complete a general risk assessment for low risk type work placements. For example it is acceptable to complete a general risk assessment for the use of young persons on work experience engaged in standard office duties in a particular School or Unit. A person specific risk assessment is however required when the young person on work placement has characteristics that make a specific risk assessment necessary; or if the young person is being placed into a potentially hazardous area such as a lab or a workshop. Further information and advice is available from <a href="mailto:sirc@ucd.ie">sirc@ucd.ie</a>.</p>
Introduction
<p><b>Hazard</b></p> <p>A hazard is something that has the potential to cause harm. These include things such as workplace equipment, chemicals, other workers, etc. Details of the hazards applicable to a particular School or Unit and which a young person may be exposed to may be found in the relevant Safety Statement. You should also consider the hazards posed by other persons and their activities working in the vicinity of the young person.</p> <p><b>Control Measures</b></p> <p>These are the steps that must be taken to protect the young person from the identified hazards. These can include things such as close supervision, prohibition in certain activities, training, the wearing of safety equipment, etc. At a minimum control measures must include supervision and training as outlined in the <a href="#">UCD Guide For School / Units Hosting Researchers / Persons On Work Experience / Volunteers</a></p> <p><b>Residual Risk</b></p> <p>The residual risk from a hazard is the likelihood that the hazard in question will actually cause harm to the young person after all control measures have been put into place. Residual risk can be graded as either 'low', 'medium' or 'high'. All necessary steps must be taken to ensure that all workplace hazards have been reduced to a 'low' level of residual risk for young persons on work placement.</p>

<b>Date Of Assessment</b>		<b>Completed By</b>	
<b>Hazard</b>	<b>Measures Required To Reduce Risk</b>		<b>Residual Risk</b>
<b>Are All Residual Risks Acceptable</b>		<b>Signed</b>	
<b>Revision History</b>			

## Appendix 4: Visiting Researcher / Work Experience Agreement

This Agreement is made and this [ ] day of [ ] 201

### By and between

1. University College Dublin, National University of Ireland, Dublin, Belfield, Dublin 4, Ireland  
("UCD")  
And
2. [ ] having an address at [ ]  
(the "Visitor")

### Whereas

1. The Visitor is employed/funded by [insert details of funder/employer if relevant – if not relevant delete clause].
2. The Visitor is not an employee of UCD.
3. UCD agrees to host the Visitor as a visiting researcher / work experience person (delete as appropriate) at UCD during the Term to gain access to certain facilities and resources to further scholarship and research / their work experience (delete as appropriate) in the [ ] (insert the name of the School) and under the supervision of [ ] (insert UCD supervisor name) ("UCD Supervisor").
4. UCD and the Visitor wish to enter into this Agreement in order to set out their respective rights and obligations under this arrangement.

### Definitions:

**"Confidential Information"** means all documents, materials and other information which are disclosed to or obtained by the Visitor in the course of the Purpose and/or to which the Visitor has access (whether in oral, written, electronic or any other form) which may be disclosed by UCD employees, staff or personnel in connection with, or during the course of and for twelve (12) months after the commencement date of the Purpose. By way of example, Confidential Information may include, but not be limited to, intellectual property rights owned by or licensed to UCD, information (whether technical, commercial, scientific or other information), current or historical data, techniques, know-how, practices, trade secrets, reports, forecasts, ideas, designs, plans, processes, drawings, sketches, specifications, models, samples, material compositions, circuit schematics, manufacturing techniques, devices, computer programs, pro formas or documentation, business plans, research and development activities, proposals or projects, and all other technical, financial or business data.

**"Intellectual Property"** means discoveries, inventions, improvements; copyrightable materials, computer software, semiconductor maskworks, designs, know-how, tangible research property, confidential information and trademarks.

**"Purpose"** means [Insert details of Visitors purpose at UCD]

**"Term"** means [insert start and end dates]

## **1. Obligations of UCD**

Subject to the terms of this Agreement, UCD agrees to host the Visitor as a **visiting researcher / work experience person (delete as appropriate)** at UCD during the Term to gain access to certain facilities and resources to further **scholarship and research / their work experience (delete as appropriate)**.

## **2. Obligations of Visitor**

In consideration of my visit to UCD to participate in the Purpose, I hereby agree as follows:

2.1 I undertake to comply with all policies, procedures and guidelines issued by UCD from time to time (including all policies relating to Intellectual Property and the use of equipment).

2.2 I undertake to use Confidential Information received from UCD solely for the purpose of carrying out the Purpose. I agree to hold in confidence and not publish or disclose to any other party any of the Confidential Information of UCD without the prior written consent of UCD. My obligations concerning nondisclosure of Confidential Information contained in the above paragraphs shall continue for five (5) years from the date hereof, and then terminate.

This Agreement is not intended to restrict use or disclosure of any portion of such information which:

(a) is now or later made known to the public through no default by the Visitor of his/her obligations under this Agreement;

(b) the Visitor can show was lawfully in his/her possession prior to the earliest disclosure by UCD, as evidenced by written documents;

(c) is rightfully received by the Visitor from a third party having no obligation of confidentiality to UCD and or any other party;

(d) is disclosed by the Visitor after receipt of written permission from UCD.

2.3 In the event that I conceive or first reduce to practice in whole or in part, any Intellectual Property in the course of my UCD activities, my participation in research projects at UCD or with use of UCD resources, I agree that UCD will own all Intellectual Property so developed, but I recognise that:-

(a) my inventorship will be acknowledged in accordance with Irish patent law, and I will be awarded in respect of any commercialisation of any inventions in accordance with UCD's Intellectual Property Policy;

(b) UCD will not assert ownership on scholarly publications or books; and

(c) authorship of any publications will be in accordance with standard scientific practice.

Having said the above, I am aware that certain projects may be subject to terms imposed on UCD by a third party (eg a funder or collaborator). I am aware that some of these terms may include certain restrictions relating to the research results (such as restrictions with respect to publication and on-going use of research results). I agree to comply these terms, and to sign such documents and do such other things as may be necessary to enable UCD to comply with such terms.

- 2.4 I agree that while I am associated with UCD, I will comply with the UCD's rules and policies including health and safety policies applicable to its faculty and staff, even though I am not an employee of the UCD and I will follow the directions and guidance of my UCD Supervisor and other authorised UCD personnel.
- 2.5 I understand that these undertakings will continue in force notwithstanding the termination or completion of my activities at UCD.
- 2.6 I agree to indemnify UCD against any claims, losses or associated expenses arising out of my association with or presence at the UCD, except to the extent caused by the UCD's sole gross negligence or wilful misconduct.
- 2.7 I understand that my status at UCD is not that of an employee and I do not expect any compensation, remuneration, pension or benefits of any kind in connection with my activities at UCD. I understand that I will also not be entitled to the reimbursement of any expenses except as specifically agreed in advance and in writing by UCD.
- 2.8 I understand that nothing in this Agreement shall prevent my employer (if any) from complying with all laws, including employment, data protection and health and safety laws.
- 2.9 I confirm that [insert name of employer/funder] has seen and endorsed the commitments above, has consented to my proposed activities at UCD. I confirm that I will comply with the terms and conditions of the [insert name of employer/funder] set out in its letter of [XXXX]. (for persons coming to UCD under a formal agreement with a third party – if not relevant delete clause)
- 2.10 I confirm that I am suitably experienced and qualified to undertake any tasks related to the Purpose, and to undertake any other tasks related to my time in UCD that I will be given by UCD during the Term.
- 2.11 I confirm that I have sufficient competence in the English language to understand and receive any training or instruction provided by UCD.
- 2.12 I also understand that I have the right to obtain independent legal advice before signing this Agreement.

### 3. Term

This Agreement shall commence on [ ] (the “Effective Date”) and shall continue in force until [ ] (the “Term”).

#### **4. Termination**

Under this Agreement, both parties are allowed to terminate the Purpose early, but one month written notice must be given by either party.

#### **5. Law**

This Agreement is governed by Irish law, and is subject to the exclusive jurisdiction of Ireland.

IN WITNESS WHEREOF, the undersigned  
have executed this Agreement on the date  
first written above

#### **University College Dublin**

By: \_\_\_\_\_

Name:

Title: Head Of School / Unit

#### **Visitor**

By: \_\_\_\_\_

Name: