



May 2011

To whom it may concern

As a Non-Departmental Public Body (NDPB) funded by grant in aid, STFC is exempt from the Employer's Liability (Compulsory Insurance) Regulations 1988 and we therefore don't take out commercial Employer's Liability cover. STFC does carry Public Liability cover but only in respect of our commercial activities. We are able to rely on the Crown Indemnity scheme to cover the risks relating to our Government-funded activities which would normally be covered by commercial Employer's and Public Liability policies.

The form says that we will look after the students, provide them with a healthy and safe environment during the placement and supervise them responsibly. In return we ask the school to vet the students and only send sensible, responsible students.

We therefore need the County Solicitor of the Local Authority (or the Headteacher or Bursar of an Independent school) to sign an indemnity form. For Oxfordshire, the contact is Jayne Fathers, County Legal Services, Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND

If you have any questions regarding the Indemnity Form please contact me directly and I will happily discuss it with you. Otherwise I would be grateful if you could complete the attached form, pass it to the appropriate person to **sign** and return it **by post** or **fax** at the address below.

With kind regards,

Mrs Jo Lewis

Science and Society
Rutherford Appleton Laboratory
Harwell Science and Innovation Campus
Chilton, Didcot, OX11 0QX

Fax: 01235 446665

AGREEMENT AND INDEMNITY FOR WORK EXPERIENCE STUDENTS AT STFC

Name and address of Local Education Authority [or Independent School] ("The Organiser"):	
Name of the student ("the Student")	
Date of birth of student	
Will the student be above or below the Minimum School Leaving Age at the time of the placement?	
Name of the school/college	
Address	
Contact name at school	
Telephone	
Fax	
E-mail	
Name of parent/guardian	
Dates of placement	
Details of any relevant medical conditions eg colour- blindness, allergies etc	

LIABILITY AND INDEMNITY

1. The STFC undertakes to comply with all its obligations under the Health and Safety at Work Regulations, to provide a safe working environment for the Student, and to provide the student with appropriate training for their well being and those of others with whom they may be working; insofar as they are reasonably able to do.
2. The Organiser agrees that it has used an appropriate selection procedure (approved by the STFC) in sending the Student to the STFC for work experience and any changes to the selection procedure will only be made with the prior written approval of the STFC.
3. The STFC agrees to indemnify the student and/or organiser for all reasonable costs and settlements arising from any claim which is caused by any act or omission of the student whilst working under the direct control and supervision of the STFC, where such act or omission is caused by or results from any failure in procedures or actions or lack of actions by the STFC.
4. In consideration of the STFC agreeing to provide assistance for the Student, the Organiser agrees to indemnify the STFC for:
 - a) any loss or damage to equipment or other property suffered by the STFC; and
 - b) any financial losses of any kind (including settlements and costs) suffered by the STFC in respect of third party claim against the STFC in respect of personal injury, death, damage to or loss of property;

arising out of the wilfully malicious or negligent act or omission of the Student other than those arising under 3 above, where such loss, damage or injury is due to the negligence of the Organiser, its employees, servants or agents.
5. The STFC agrees to keep the Organiser fully informed of any such third party claim and to discuss with the Organiser any proposed settlement in respect of a claim in advance.
6. The STFC confirms that full written risk assessments of the students workplace(s) have been completed and the Organiser confirms they have accepted the written risk assessment of the appropriate work areas and that these documents are to be considered in conjunction with this contract and in the indemnities provided therein.
7. The Organiser warrants that it has appropriate insurance arrangements in place to cover its obligations under 4 above and has agreed to provide evidence of this. We agree with the above terms.

Signed for and on behalf of the Organiser

Signed:..... **Date:**.....
County Solicitor /Designated Officer

Name:..... **Position:**.....