

Summer Academic Experience Courses 2021 Mutual Responsibilities Agreement

This agreement is framed in terms of the mutual responsibilities of parties involved in the Summer Academic Experience Courses (SAEC) to be held at the University of St Andrews in July 2021. The success of SAEC is dependent on the acknowledgement and assumption of mutual responsibilities by all parties (the University, students, parents), and attendance is conditional upon all parties signing this agreement.

'SAEC' refers to the Summer Academic Experience Courses (July 2021), organised by International Education Institute at the University of St Andrews.

'IE' refers to the International Education Institute at the University of St Andrews, the organisers of the SAEC.

'University' refers to the University of St Andrews and all of its associated buildings and institutions.

'Student' refers to the student who has been accepted to study on the SAEC.

'Staff' refers to all staff working on the SAEC. This includes the IE staff, Residential Assistants (RAs), teaching and administrative staff, and other contracted University staff.

'Halls of Residence' refers to the halls in which the students will be staying. In 2021 this will be Andrew Melville Hall or Agnes Blackadder Hall.

Section A: Responsibilities to be assumed by the University of St Andrews

The University of St Andrews has a duty of care towards all staff and students, particularly those regarded by law as being most vulnerable. Although in Scotland a person is considered an adult from the age of 16, the Protection of Vulnerable Groups (Scotland) Act 2007, concerning the duty of care for children and vulnerable adults, applies to anyone under the age of 18. The University will take reasonable steps to protect the young people on the SAEC.

Staff provision, vetting and training

1. The University agrees to provide staff for the SAEC, to fulfil the roles of administration and teaching (University academic staff) as well as the organisation of social and sporting activities, and to provide pastoral care and in-hall supervision and assistance throughout the SAEC (the RA team).
2. The University will comply fully with the Protection of Vulnerable Groups Act 2007 to request that pastoral care staff who live on site with young persons as part of their role with the SAEC undergo the appropriate disclosure checks.
3. First Aid training will be provided to the RA team, as well as additional training in emergency and other policies and procedures relevant to the SAEC.

Disability Policy

4. The University provides support to students who declare a disability and have a range of reasonable adjustments that can be put in place. Please inform us soon as possible of any requirements. If the University has not been made fully aware of the requirements of a student with a disability during initial communications with the University, it cannot guarantee that suitable resources will be available on the student's arrival in St Andrews - although of course, every reasonable attempt shall be made.

Safety Information

5. The University agrees to take reasonable care to ensure that the SAEC students are informed of any possible risks and dangers during their time on the SAEC. An induction session, on or shortly after the day of arrival, will set out various procedures in relation to the premises to be used and the behaviour expected of the student, including but not limited to health and safety procedures, fire drills, rules relating to absence, discipline and sickness.

Travel and excursions

6. As part of the course fee, the University agrees to provide the SAEC students with transport to and from Edinburgh International Airport, Glasgow International Airport, or Leuchars Train Station on the official SAEC dates of arrival and departure only, with an official transport or taxi provider. Where this is not possible, the University will seek parental consent for any alternative arrangement. Students will not be collected from Edinburgh train stations or from Glasgow Prestwick airport. Students will not be accompanied by SAEC staff on these journeys, but the RA team aims to meet students on arrival at the approved airports and train station mentioned above.

7. The SAEC students will be accompanied by the SAEC staff on journeys to destinations listed in the social programme. Students will be permitted to explore the destination

unsupervised, although they will be expected to remain in groups of two or more and must return to the designated meeting point on time. The RA team will request contact numbers, and students will be expected to carry a working and charged mobile phone with them at all times.

Accommodation and University Buildings

8. The SAEC students will be provided with full-board accommodation in Andrew Melville Hall or Agnes Blackadder Hall, in Multiple Occupation (HMO) Licensed University Halls of Residence that follow strict guidelines to ensure the Health and Safety of its residents. The hall catering staff will provide packed lunch in lieu of lunch in the hall itself, to facilitate a flexible day for students and staff.

Discipline

9. The University reserves the right to take disciplinary action if a student fails to meet the University's expectations of conduct or fails to adhere to the SAEC Mutual Responsibilities Agreement (MRA). Disciplinary procedures will follow the principles of privacy and confidentiality.
10. Disciplinary procedures take into account the short length of the SAEC and seek to ensure that, as far as possible, disciplinary matters are addressed within the duration of the programme. Any, or any combination of the following penalties may be imposed by the University for misconduct:
 - oral reprimand, which may or may not be recorded in a student's file;
 - request for compensation, in money or money's worth representing the value of any property damaged and/or a fine;
 - suspension or dismissal from the SAEC at the discretion of the Short Courses Manager.

Delivery of the Summer Academic Experience Courses

11. The University endeavours to deliver the SAEC as it is set out in the brochure and online. In certain circumstances, the University may consider it appropriate to make changes to the individual courses within the SAEC, including cancellation of that course in exceptional circumstances. Should any student be affected by such changes the student will be given the option to continue with the amended course, or transfer to another course.
12. The University will not refund any tuition fees which may have been paid if such cancellation or variation of the SAEC is as a result of the occurrence of extraordinary events or circumstances beyond the University's reasonable control, including acts of God, terrorism, industrial disputes (including industrial disputes from University employees), fire, flood, tempest and national emergencies.



Data Protection

13. Any information collected by the University is used fairly, stored safely and not disclosed to any other person unlawfully, in compliance with the data protection principles that are set out in the GDPR and the Data Protection Act 2018. Unless the University is informed otherwise, in writing:

- the student's personal information will be retained for the purpose of distributing marketing information or other information that the University might normally send to alumni;
- at the end of the course the student will be asked to complete anonymous evaluation surveys, which may be circulated to relevant members of staff.
- video and photographic images of students attending the SAEC programme might be used for promotional campaigns and social media.

For more information please go to <https://www.st-andrews.ac.uk/terms/data-protection/>

Medical Treatment

14. The SAEC RA team will be trained in basic First Aid procedures, and in procedures for contacting healthcare professionals in the case of a medical emergency.

15. In the rare event that the student is unable to give consent for emergency medical treatment and the parent/guardian cannot be contacted, the University will assume responsibility to act on medical advice in the best interest of the student.

Agreement to Responsibilities: The University

I, Eoin Jordan (IE Director), understand and agree to assume the above responsibilities on behalf of the University.

Date: January 2021

Section B: Responsibilities to be assumed by the Student

The SAEC students must agree to observe all aspects of Scottish law, the University's Code of Conduct, the SAEC MRA and any other SAEC rules and regulations communicated to students at the induction, in order to ensure the safety and wellbeing of all participants. In case of failure to observe the code of conduct or rules and regulations, the University reserves the right to take disciplinary action.

Scottish Law

1. The student must agree to all statutory requirements placed upon them while in the UK. The student should be aware that from the age of 16 they will be considered an adult in Scotland, which means that, amongst other things, they will:

- be deemed capable of signing a legally binding contract
- have the right to consent to medical, surgical or dental treatment

It is the responsibility of the student to be aware of how these aspects of Scottish law might affect them or any decisions they might make while in Scotland.

2. Students must observe Scottish law in all respects, including but not limited to:

- **Alcohol, Tobacco, Drugs:** • In the UK it is illegal for anyone under the age of 18 to buy or to be bought alcohol or tobacco, and it is a criminal offence to smoke in premises open to the public. The use of illegal drugs may result in police involvement and dismissal from the SAEC programme. The use of alcohol and tobacco is not permitted on the SAEC programme, even for those students aged 18. The use of alcohol or tobacco may result in dismissal from the SAEC programme.
- **Bullying and harassment:** bullying is a criminal offence in Scotland, and the ill-treatment of others will be taken very seriously.

Code of Conduct

3. The University's Code of Conduct is based on principles such as accountability, respect, collegiality, and sustainability. The SAEC student must agree to observe the same standard of behaviour as matriculated students of the University of St Andrews: <https://www.st-andrews.ac.uk/students/rules/conductdiscipline/conduct/>

Rules and Regulations

4. **Halls of Residence:** The SAEC student must agree to observe the rules and regulations of the Hall of Residence, which will be provided on arrival. These rules and regulations pertain to:

- **Tidiness.** Rooms must be kept clean and tidy. Students are liable for any damage caused.
- **Behaviour.** The student is to keep noise to a minimum at all times and respect the other students and staff living and working around them. The student is forbidden from sitting on window ledges and roof-tops, from dropping, pouring, or throwing objects or materials out of windows.

- **Curfew and signing in/out.** The student must agree to observe the nightly curfew of 10pm. All visitors who are not SAEC students must be signed in to the hall.
- **Visiting other students' rooms.** The student may not enter the room of another student after the curfew.
- **Personal Possessions.** The student's personal belongings and valuables are their responsibility and the student is strongly advised to lock their bedroom door whenever they are not in their room.
- **Fire Regulations.** The student must comply fully with all fire regulations which apply to campus premises including but not limited to those which relate to fire prevention, keeping escape routes clear, and the evacuation of premises.
- **Waste disposal and recycling.** The student will be expected to uphold the University's principles of environmental sustainability.

Supervision

5. The student may not leave St Andrews at any time during the SAEC without permission. During scheduled excursions outside of St Andrews that are part of the SAEC programme, such as city visits, students must agree to remain in groups of 2 or more, to arrive back at the designated meeting point on time and take with them the RA team's 24-hour emergency mobile phone number and a working and charged mobile phone of their own.

Illness

6. The student should inform a staff member immediately if they are feeling unwell. The SAEC staff are not permitted to administer any medications to the student, and it is important that the student brings any regularly taken medication with them, and that they store and administer this themselves.

Attendance and Punctuality

7. Students are expected to attend all classes and compulsory activities and to arrive punctually for the specified start time and with all the equipment they need.

Dress Code

8. The dress code is based upon the premise that dress and appearance shall not be such as would impede or be disruptive to the educational process.

General Behaviour on the course

9. The student must behave in an orderly, responsible and sober manner, and respect the rights and views of others at all times. The student shall refrain from committing any criminal or civil offence, creating mess or rubbish, graffiti, unauthorised use of electrical and media devices, sending messages or images by electronic means which the University considers to be inappropriate, swearing or bad manners, throwing projectiles inside any premises or in other places not designated for lawfully carrying out such activities.

Academic Requirements

10. The student is expected to participate fully in all academic activities and to complete any assignments within the allotted time. All courses are taught in English and students are expected to use English at all times while participating in course activities to ensure that others are also able to participate.

Liability

11. The student and their parent or legal guardian will be liable for the payment of tuition fees in advance of the SAEC commencing. The University reserves the right to withdraw the place of the student if fees are not paid by the specified deadline.
12. The student and their parent or guardian must ensure that they purchase Travel Insurance that would normally include cover for, amongst other things, medical expenses, repatriation, cancellation, and personal liability.
13. The student and their parent or guardian will be liable for any damage or loss that the University might incur as a result of any unlawful, negligent, unreasonable or unwarranted action, behaviour, omission or decision on the part of the student.

Medical Treatment

14. The student must notify the SAEC staff of any qualifying medical conditions or disabilities they might have at the time of application, to enable the University to put in place any reasonable adjustments that will facilitate access to services.
15. The student and their parent/ guardian must ensure that they have adequate medical insurance for the duration of their stay in the UK. The National Health Service (NHS) is the primary medical service in the UK, although healthcare available to international students is dependent on visa status and any reciprocal health arrangements which the UK might have in place with another country.
16. It is the responsibility of the student to buy or bring, and to administer, any medication they might need while in St Andrews. The SAEC staff cannot administer any medication to students, including over-the-counter medications such as analgesics, decongestants, or antihistamines. If the student decides to purchase their own medication at a pharmacy, it is strongly recommended that the student consult their parent/ guardian or ask the advice of a healthcare professional.

Agreement to Responsibilities: The Student

I, _____ (Student), understand and agree to assume the above responsibilities.

Student signature: _____

Date: _____

Section C: Responsibilities to be assumed by the Parent or Legal Guardian**Parental Responsibility and Consent**

1. The University will not act *in loco parentis* (in the place of a parent), and the student's parent or guardian will normally remain primarily responsible for the welfare of the student.
2. The student's parent or guardian will be responsible for providing consent if needed at any stage of the organisation, travel, or visa application process.
3. The student's parent or guardian will normally be responsible for the personal welfare of the student, including but not limited to the provision of relevant information pertaining to travel, UK law, medical care, details about the course, as well as access to funds for miscellaneous expenses while on the programme.
4. The student's parent or guardian must sign the "Letter of Consent for Students Travelling to the UK" and will ensure that this letter is carried by the student during travel to the UK, as it might be requested by the authorities on arrival in the UK.

Law, Code of Conduct, Rules and Regulations

5. The student's parent or guardian should ensure that the student understands that all the SAEC students are expected to observe Scottish Law, the University's Code of Conduct and additional SAEC Rules and Regulations, and that failure to abide by these rules could result in disciplinary action or possible expulsion from the programme.

Fees and Insurance

6. The student's parent or legal guardian agrees to act as guarantor for the payment of the student's tuition fees and any other sums owed to the University relating to the student's participation in the SAEC and is liable for any damage or loss that the University might incur as a result of the student's behaviour.
7. The student's parent or guardian should ensure that the student has adequate Travel Insurance for the duration of the SAEC.

Emergency Contact

8. The student's parent or guardian agrees to provide contact details to the University so that it knows who to contact in the event of a medical or other emergency.

Medical Treatment

9. The student's parent or guardian must ensure that the student has adequate medical insurance for the duration of their stay in the UK, and that the student understands the limits of what can freely be provided by the NHS with regard to visa restrictions.



10. The student's parent or guardian agrees that, in the event of an emergency where the student is unable to consent and if it is not possible to contact the student's parent or guardian, The University of St Andrews may authorise emergency medical treatment, acting on medical advice in the best interests of the student.

Emergency contact's name	
Emergency contact's relationship to student	
Emergency contact's phone number (include international dialling code)	
Emergency contact's email address	

<p>Agreement to Responsibilities: The student's parent or guardian</p> <p>I, _____ (Parent/Guardian of the Student), understand and agree to the above responsibilities.</p> <p>Parent/Guardian signature: _____</p> <p>Date: _____</p>
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