

Terms of Engagement - UCL Careers Shortlisting Services

These Terms of Engagement are for UCL Careers shortlisting services which help source relevant UCL candidates for your opportunities. Candidates will decide to apply based on the vacancy description. These Terms of Engagement are in addition to our usual advertising guidance at

https://www.ucl.ac.uk/careers/recruiters/sites/careers_recruiters/files/advertising_policy_and_guidance_sept_2019-info_for_website.docx.pdf and our advertising portal. Please note, we are unable to provide a full recruitment

service so **you** will be responsible for complying with any legal requirements related to recruiting a candidate. We are not acting as an agency of your behalf and the legal responsibility to check immigration and/or visa status rests with the employer and not with UCL

We will:

- provide you with the opportunity to define which type of students you are looking for. We do not assess candidates' competency for the role.
- market the opportunity to relevant UCL students and recent UCL graduates making clear your selection criteria
- match applications against criteria provided by you to form a shortlist of potentially suitable individuals (**Candidates**) and send this to you together with CVs and cover letters.
- take a minimum of 10 working days from when we process the vacancy to do this (if you require Candidates to complete any tasks as part of their application, the number of days we will require to create a shortlist may be longer)
- share the name, address, education and employment records and curriculum vitae (**Shared Data**) of shortlisted Candidates with you in connection with the shortlisting services.

NB: for UCL internal departments we will only be able to source internship candidates – see policy at <https://www.ucl.ac.uk/human-resources/internships-work-experience-and-volunteering-policy>)

We will not:

- accept advertisements that contain a blanket ban on overseas recruitment (unless they are exempt from discrimination provisions under the Equality Act etc.) as this would be discriminatory.
- advertise vacancies that contain the phrase 'candidates must have permission to work in the UK' or similar as permission status can change between advertisement and job start date.
- promote opportunities that do not comply with National Minimum Wage (NMW) legislation. For more information please follow this link: <https://www.gov.uk/national-minimum-wage/who-gets-the-minimum-wage>
- promote international opportunities that do not comply with labour legislation for the country they are based in.
- shortlist on criteria that indicates, or could reasonably indicate, an intention to discriminate against protected characteristics
- take care of any of the legal issues of recruiting or carry out other recruitment services such as pre-employment checks or payroll
- arrange the interviews or interview on your behalf (telephone, or in person)
- carry out other recruitment services such as pre-employment checks, payroll etc.
- guarantee, or be held responsible for the performance of students / graduates in the roles

By agreeing to these Terms of Engagement you will:

- ensure the vacancy complies with UCL's and [The Careers Group's policies and statements for employers](#) and additional guidelines from UCL Careers at https://www.ucl.ac.uk/careers/recruiters/sites/careers_recruiters/files/advertising_policy_and_guidance_sept_2019-info_for_website.docx.pdf
- ensure the vacancy complies with all relevant UK Employment legislation including: Right to Work legislation and the Equality Act (2010), so all adverts and selection criteria are not unlawfully discriminatory
- comply with the host country's relevant labour legislation if your vacancy is based outside the UK
- provide full details of the vacancy/opportunity
- specify search criteria about the student as requested
- let us know if any students from our shortlist have been contacted for interview and / or offered the role
- provide feedback about why any students from our shortlist were unsuccessful

- take responsibility for complying with any legal requirements related to recruiting an employee including verification of their eligibility to work in the country where the opportunity is based
- acknowledge that UCL does not guarantee that any suitable candidates for the role will be found
- acknowledge that UCL will not have any liability to you (save in respect of liability that cannot be limited or excluded at law) in particular but without limitation if it emerges that any student shortlisted by UCL is not suitable for the role.
- comply with the Data Protection Requirements set out below.

NB: If one of our candidates secures a position with you, we may contact you to request a case study.

Data Protection Requirements – to be reviewed alongside signing UCL Standard Clauses for data being controlled/processed outside of the UK

The following terms have the following meanings:

- (i) **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
 - (ii) **Data Protection Laws** means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
 - (iii) **Data Subject** means the individual to whom the Personal Data relates;
 - (iv) **Personal Data** means any information relating to an identified or identifiable living individual;
 - (v) **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly; and
 - (vi) **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- (a) The parties may need to share Personal Data with each other in order to facilitate this service. The parties acknowledge and agree that in respect of the Personal Data disclosed by one party to the other in connection with this Agreement:
- i. UCL is a Controller in respect of the Personal Data it Processes;
 - ii. the Organisation is a Controller in respect of the Personal Data it Processes;
 - iii. the parties are not joint Controllers; and
 - iv. neither party Processes any Personal Data on behalf of the other party as a Processor.
- (b) In respect of the Personal Data a party Processes the party shall:
- (i) comply at all times with its obligations under the Data Protection Laws;
 - (ii) provide each Data Subject with a privacy notice under Data Protection Laws;
 - (iii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of and/or accidental loss, destruction or damage to the Personal Data;
 - (iv) notify the other party without undue delay after becoming aware of a Personal Data Breach; and
 - (v) assist and co-operate fully with the other party to enable the other party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
- (c) The parties shall work together to ensure that each of them is able to Process the Personal Data it Processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each party to comply with the Data Protection Laws.