|  |  |
| --- | --- |
| To: <Insert name and address> |  |

 Dear X

**TEMPORARY WORKER ASSIGNMENT**

We are pleased to confirm our offer of temporary work for the College.

This letter, together with the appended terms and conditions for temporary work and the Details of your Assignment(s) sets out the terms of the contract between you and the College during your engagement. Please note that this is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled).

In addition to the receipt of a signed copy of this letter, your Assignment is subject to you producing University original documents which evidence your right to work in the UK.

This offer is subject to all of the attached terms and conditions, and may therefore be withdrawn (or where applicable the Assignment terminated) if any of those terms and conditions are not satisfied. By accepting this offer, you confirm that you are able to accept this role and carry out the work that it would involve without breaching any legal restrictions on your activities.

If you wish to accept this assignment and agree to the terms and conditions set out in this letter, please sign and return a copy of this letter.

**Signed**

**For and on behalf the College**

Please sign and return one of the enclosed copies of this letter.

I confirm that I agree to the work set out in this letter and the attached terms and conditions.

**Signed** -------------------------------------------- **Date** ---------------------------------

**Name (printed)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms and Conditions for Temporary Work**

1. **General**
2. The College may from time to time offer you the opportunity to work on an ad hoc basis for a short term period (an **“Assignment”**). These terms and conditions apply to Assignments where you are engaged by the College to provide work on a casual basis.
3. You acknowledge that there will be periods when no work is available and that the College has no obligation to offer you any work or to provide a minimum number of hours of work in any day, week or month.
4. If you are a registered student of the University, you acknowledge that it is your personal responsibility to not accept work in excess of the maximum number of working hours permitted by the University’s Regulations. Please note that this is lower than the legal weekly working limit set out in the Working Time Regulations 1998, which you can otherwise legally opt out of by writing to the College.
5. You acknowledge that it is your responsibility to notify the College at once if you become aware of the termination of your right to work in the UK (most likely as a result of a change to your immigration status), or if you become aware of any breach of the conditions relating to your immigration status.
6. Pursuant to this relationship there is no mutuality of obligation. You are under no obligation to accept any Assignment that the College offers you and the College is not obliged to offer or provide any future work to you and is under no obligation to give any reasons for such decisions. However, if you accept an Assignment, you must inform the College immediately if you will be unable to complete it for any reason.
7. You agree with the College that your status for this Assignment is that of an occasional worker and that nothing in these terms and conditions or in the terms of this Assignment shall constitute an employment relationship between you and the College. Nothing in these terms and conditions shall alter or prejudice in any way the terms or status of any existing employment relationship you may have with the College separately from any Assignment.
8. Each piece of work by the College within this Assignment that you accept shall be treated as an entirely separate and severable engagement. These terms and conditions shall apply to each piece of work and the Assignment as a whole (as defined by the start and end dates) but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.
9. The fact that the College has offered you work, or offers you work more than once, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment. You warrant that you understand that as an occasional worker there are certain legal rights conferred on employees in respect of which you will not be entitled to bring any claims including but not limited to unfair dismissal.
10. The College reserves the right to terminate any offer of work within this Assignment at any time for operational reasons. You will be paid for all work done during the Assignment up to the time it is terminated.
11. Any Assignment offered will be a temporary assignment and will automatically terminate on its expiration or in accordance with clause 8 below.
12. **Conduct of Assignment**
13. The College may offer you work from time to time as part of this Assignment. You agree to undertake this work in line with the guidance outlined in the details of your Assignment or otherwise provided to you by the person you should report to.
14. The precise description and nature of your work may be varied with each piece of work and you may be required to carry out other duties as necessary to meet operational needs. You will be informed of any particular requirements at the start of each piece of work, if appropriate.
15. Whilst you are not obliged to accept any piece of work offered by the College, if you do, during every piece of work and afterwards, as appropriate, you will:
16. co-operate with the College’s staff and accept the direction, supervision and control of any responsible person in the College;
17. observe any relevant rules and regulations of the College to which your attention has been drawn or which you might reasonably be expected to ascertain;
18. behave appropriately towards all members of the College and any other people you come into contact with as part of any duties relating to the Assignment, and be subject to any relevant disciplinary procedures of the College. The College reserves the right to conduct investigations into allegations of misconduct, harassment and bullying, and/or sexual harassment and misconduct.
19. take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions on the Assignment, and comply with the Health and Safety Policy of the College, a copy of which is available on request;
20. not engage in any conduct detrimental to the interests of the College; and
21. return all relevant documents, materials and/or equipment to the College at the end of the Assignment, if requested to do so.
22. If you are unable to provide your services, you must notify the College as soon as practicable. You should notify the person to whom you are asked to report providing the reasons for your inability to provide the agreed piece of work. If you are absent due to ill health and you qualify for statutory sick pay and have complied with the workers sickness absence policy, you will be entitled to receive statutory sick pay at the prevailing rate in respect of any period of sickness or injury during an Assignment.
23. **Place of Work**

The location of your work is set out in the Details of the Assignment.

1. **Fees**

You will be paid only for pieces of work as agreed between you and the College. Payment for any work carried out will be made on submission of a claim form and will be paid into your bank account. The College will make all necessary deductions from payments as required by law.

1. **Holidays**
2. You agree that (without prejudice to any separate employment relationship you may have with the College) you are not an employee of the College by virtue of these terms and conditions but you may be considered a “worker” for the purposes of the Working Time Regulations 1998.
3. Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each full holiday year (including all public holidays in England and Wales). Your holiday entitlement is therefore equivalent to 12.07% of the hours that you actually work.
4. At the end of each Assignment, the College will pay you in lieu of any accrued but untaken holiday in respect of that Assignment.
5. **Confidentiality**
6. From time to time in the course of your Assignment, you may receive information of a confidential and/or sensitive nature relating to the operations and activities of the College or of its staff, students or visitors or intellectual property belonging to them or to third parties engaging with the University. This information may be disclosed to you orally or in writing or via restricted web access and may not always be labelled “Confidential”.  You agree to keep this information secret and confidential and not to disclose it to any other person (except to the extent that the information becomes publicly available through no fault of your own) and only to use it for the purpose of carrying out your Assignment.  You also agree to take all reasonable measures to ensure the confidentiality of the information and to return any documents containing confidential or sensitive information at the end of your Assignment or earlier at the College’s request.  Your undertakings regarding confidentiality and secrecy will continue indefinitely beyond the end of your Assignment.
7. The restriction in this clause does not apply to:
	1. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
	2. use or disclosure that has been authorised by the College or is required by law or in the course of your duties.
8. **Intellectual Property**
	1. For the purposes of this clause **IP Rights** means all intellectual property rights in any part of the world which subsist or will subsist now or in the future, in any information, work, results, inventions, software, lectures, course notes, exercises, assessments or other intellectual property in any form, which are **created by you in the course of the Assignment** including without limitation patents, trade marks, service marks, registered designs, copyright and rights in copyright, database rights, design rights, rights in design, tradenames and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, confidential information (including knowhow and trade secrets), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extension of, such rights and all similar or equivalent rights or forms of protection.
	2. Unless otherwise agreed in writing all rights, title and interest in and to IP Rights shall be governed by the College’s policy on Intellectual Property Rights.
	3. You shall be responsible for obtaining any necessary third party consents in respect of any intellectual property incorporated into the IP Rights by you.
9. **Termination**

There is no probation period for this Assignment. Either party may terminate this Assignment at any time, for any reason, with immediate effect and without liability by giving one week’s written notice to the other that they no longer wish to continue with the Assignment. Payment will be made for any work undertaken and holiday accrued to the date of termination, unless you are subject to an immigration condition which restricts your working hours and you breach those conditions. In those circumstances, no payment will be made for work undertaken in breach.

1. **Changing Terms and Conditions**

The College may review its requirement for temporary workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage temporary workers, the College may terminate an Assignment with one week’s notice in writing and you may, at the College’s absolute discretion, be offered a new Assignment for temporary work on the amended terms.

1. **Data Protection**
	1. Your personal data: you acknowledge that, in the course of this Assignment, the College must hold and process, both electronically and manually, personal data that it collects about you, in the course of your working relationship with the College, for the purposes of the administration and management of its staff and business and for compliance with applicable laws, procedures and regulations and to the transfer, storage and processing by the College of such data outside the European Economic Area. A full data protection statement covering your status as a worker is available from the College on request.
	2. Please also check the Details of your Assignment for any additional data protection matters.
2. **Totality of Terms**

For the purpose of this clause (and clause 12 below) “**Contract**” shall mean the entirety of this letter and the accompanying terms and conditions. The Contract is intended to reflect fully the intentions and expectations of both parties as to our future dealings and in the event of any dispute regarding your engagement as a temporary worker by the College it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a temporary work relationship. Any variation to the Contract will only be valid where it is recorded in writing and signed by both parties. In the event of any conflict between the terms of the Contract, the former shall prevail.

1. **Governing Law**

This Contract will be governed by English law.

**Details of the Assignment**

**Job title** Supervisor of undergraduate students for the College

**Report to** Senior Tutor/College Director of Studies/Tutorial Manager

(*delete as appropriate*)

**Duties** To conduct pieces of work (undergraduate supervisions) for the College agreed with a Director of Studies of the College, up to the maximum number of working hours permitted by the University’s Regulations.

**Specific guidance** Over and above any specific directions from the person you report to (see above), you are expected to conduct your work also in accordance with guidance approved from time to time by the Senior Tutors’ Committee and which can be accessed at:

<http://www.seniortutors.admin.cam.ac.uk/files/supervisors_guidance.pdf>

You should arrange supervision times and locations directly with your allocated students. If you are unable to give your supervisions at the time(s) agreed with the student(s), you must notify the student(s) who you are supervising no later than 15 minutes prior to your agreed starting time. You should seek to rearrange supervision times with the undergraduate students being supervised. Please note that payment is made only for supervisions actually delivered.

In the case of incapacity likely to last for more than a few days, the relevant Director of Studies should be informed in order to decide what arrangements to make to ensure the continuity of the students’ supervision.

Personal data of students you supervise: you acknowledge that, in the course of this Assignment, you are acting as a worker for the College and, consequently, the College remains the data controller of any and all personal data you process or create in relation to the undergraduate students you supervise. You agree that you will abide by the data protection policies and systems of the College, which are available to you on request.

You should not have a close personal relationship, or a sexual encounter, with any students that you supervise. You also should not supervise any student with whom you have had a previous close personal relationship, or a previous sexual encounter.

**Place of Work** You are expected to make your own arrangements for the locations of any supervisions. Assistance can be provided by the Colleges of your students, normally via the Porter’s Lodge or through the Director of Studies.

**Start Date** 1 October [year]

**Expected End Date** 30 June [year]

**Numbers of Supervisions** Enter any minimum or maximum numbers of supervisions here, if appropriate.

**Work Hours** You are expected to make your own arrangements for the timings of any supervisions. Working hours are variable and at your discretion. It is normally expected that supervisions will be conducted within Full Term, and on dates and at times agreed with the individual students.

**Payment** Pay will be at the following rates for each hour of supervision according to the number of pupils in the class:

Number of pupils: 1 2 3 4 or more

 Payment: £29.08 £34.36 £39.65 £41.99

 Holiday Payment: £ 3.51 £ 4.15 £ 4.79 £ 5.07

 Total: £32.59 £38.50 £44.43 £47.06

You will be paid for supervisions that you have confirmed you have completed, subject to any minimum or maximum number specified above.

Holiday pay is calculated at 12.07% of your earnings in lieu of holidays, and is paid termly/annually. You are not entitled to any other worker payments or benefits as part of this Assignment.

 Payments are made at the end of each University Term and are subject to the submission of corresponding supervision reports through CamCORS.