[College Fellow’s Letter]

# [Departmental Headed Paper]

## [Name]

[Dept Address]

Dear [Name]

**College Fellow’s Letter**

We are pleased to welcome you as a Fellow of [ ] College (“the College”) to the Department of [ ] in the University of Cambridge (“the University”).

The University and the College are separate institutions. The purpose of this letter is to explain the terms that will apply when you are accessing University (rather than College) facilities and premises for research or other activities.

We enclose with this Letter (and provide a link to) the standard terms and conditions for College Fellows using University facilities, which taken together with this Letter (and any Special Conditions set out in it) constitute the Agreement between you, your College and the University for your use of University facilities. This is a standard Agreement which College Fellows are asked to sign if it is clear they will access University facilities regularly and is necessary to ensure both the University and your College comply with their legal obligations.

We ask you to read the Agreement and sign below agreeing to its contents, and to return a copy of the signed Letter to [ ]. Please note that any Special Conditions must be fulfilled for your engagement to start.

My colleagues and I are very much looking forward to your time in the Department which we hope you will find enjoyable and productive.

**Your details:**

|  |  |
| --- | --- |
| **Name** |  |
| **Title** |  |
| **Residential Address while in Cambridge**  *[This will be the address used for future personal correspondence: it should not be the Department address.]* |  |
| **Home Address**  *(if your permanent residence is away from Cambridge)* |  |

# The Department and your Activities:

|  |  |
| --- | --- |
| **Department**  *(including full postal address for official correspondence)* |  |
| **Location of main Activities within**  **Department** (or elsewhere) |  |
| **Other places where Activities are likely to**  **be carried out** |  |
| **Supervisor within Department** |  |
| **Status within Department**  *(e.g. visiting researcher)* |  |
| **Activities and Resources provided by the**  **University** | **As set out below** |
| **Start Date** |  |
| **End Date** |  |
| **Hours of access to Department**  (Hours and Days per week) |  |

**The College**

|  |  |
| --- | --- |
| **College**  *(including full postal address for official correspondence)* |  |
| **College contact for this Letter** |  |
| (for Fellows from overseas)  **Details of medical insurance or financial**  **assurance as to payment of medical expenses**  *(this may be provided by the College)* |  |

|  |
| --- |
| **1. “THE ACTIVITIES”** |
|  |
| **2. THE RESOURCES TO BE PROVIDED BY THE UNIVERSITY** |
|  |
| **3. OWNERSHIP OF INTELLECTUAL PROPERTY** |
| Unless it contravenes the terms of any external research funding, the University and the College each have a non-exclusive royalty-free licence to use any intellectual property created in the course of the stated Activities for the purposes of teaching and research.  *(****In addition****, a statement about the ownership of revenue from intellectual property generated in relation to the stated Activities will need to be included here. The University Regulations state that for “University research projects”, the Fellow is bound by those Regulations and the subsequent ownership of IP and revenue, save that discussions are needed between the University and the College on the ownership of any central portion of revenue. The precise terms will depend on the respective contributions of the individuals involved in the Activities and the balance of resources contributed to the intellectual property generated (both stipend and other resources) and additionally may need to be amended in the light of the terms of any external research funding (secured by any one of the Parties) and/or the employment contract (if one exists) between the Fellow and the College.)* |

|  |  |  |  |
| --- | --- | --- | --- |
| **Special Conditions**: **[if any]** | | *(optional conditions are included in the Guidance)* |  |
|  | | | |
| **1.** |  | | |
| **2.** |  | | |

**Signed**

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

*For and on behalf the University of Cambridge (Head of Department of )*

I confirm that I agree to the terms set out in this letter and the Standard Terms and Conditions for College Fellows as attached.

Signed -------------------------------------------- Date ---------------------------------

Name (printed)

*Accepted for and on behalf of the College:*

I confirm that I agree to the terms set out in this letter and the Standard Terms and Conditions for College Fellows as attached.

Signed -------------------------------------------- Date ---------------------------------

Name (printed)

*Accepted by you:*

I confirm that I agree to the terms set out in this letter and the Standard Terms and Conditions for College Fellows as attached.

Signed -------------------------------------------- Date ---------------------------------

Name (printed)

### Standard Terms and Conditions for College Fellows

**Between:**

1. **The Chancellor Masters and Scholars of the University of Cambridge of the Old Schools, Trinity Lane,**

**Cambridge, CB2 1TN (“the University”)**

1. **A College Fellow spending time in a University Department (“You”) and**
2. **Your College (“the College”) Definitions:**

Defined terms are as set out in the College Fellow’s Letter provided to You. “This Agreement” shall mean the College Fellow’s Letter and these standard terms and conditions. “Activities” shall mean the Activities included in that Letter.

### General

* 1. While at and when engaging with the University, You will report to and be responsible to Your Supervisor and the Head of the Department for Your conduct and use of the University's facilities. You will otherwise remain responsible to the College in all other matters relating to Your Fellowship.
  2. This Agreement is deemed to have commenced on the Start Date and shall remain in force unless varied by mutual agreement in writing between the parties or terminated earlier in accordance with this Agreement.
  3. This Agreement shall not constitute a contract of employment and You are not an employee of the University. The College will inform the University immediately if You cease to be a Fellow of the College before the end date of the Agreement.
  4. The University will not make any payment to You, except that if agreed in advance it may reimburse expenses, subject to compliance with the University’s Financial Procedures Manual [http://www.admin.cam.ac.uk/cam-](http://www.admin.cam.ac.uk/cam-only/offices/finance/procedures/expenses/index.html) [only/offices/finance/procedures/expenses/index.html](http://www.admin.cam.ac.uk/cam-only/offices/finance/procedures/expenses/index.html)
  5. You will be responsible to the Supervisor and the Head of Department for the proper conduct of the Activities and must ensure that they approve all material aspects of Your Activities as set out in the Letter. In particular You must obtain the consent of the Head of Department to bring any other person onto the University's premises. If You wish to involve another person in the Activities, and the Head of Department consents, that person must sign an appropriate agreement with the University. For the avoidance of doubt You will not (without Your Supervisor’s or Head of Department’s prior written consent) commence any undertakings other than the Activities outlined in the Letter when in the Department.
  6. You undertake to comply with all the University’s and the Department’s works rules, and safety and other regulations, specifically including those which the Supervisor and/or the Head of Department may reasonably prescribe for Your Activities. The Department will likewise ensure it complies with the University and Department’s rules in its engagement with You. These include University policies relating to Heath and Safety, Bullying and Harassment, Equal

Opportunities, Good Research Practice, Use of Computer Facilities in the University, Data Protection, Insurance, and other policies or papers issued from time to time, as set out at [http://www.admin.cam.ac.uk/offices/hr/policy/,](http://www.admin.cam.ac.uk/offices/hr/policy/) which You confirm that You have read and understood.

* 1. You must not seek unauthorised access to any information stored on the University’s computer systems or other filing systems, or make unauthorised use of such information.
  2. Reasonable access to particular equipment or facilities for the purposes of the Activities may be given where agreed with the Department.

You are not able to commission work on behalf of the

University but Your Supervisor may do so if required for the Activities.

### Termination and its consequences

* 1. At any time the University may, by written notice to You, request a review of the Activities, to be held within one week of the date of that notice or such later date as may be agreed. At the end of the review or, if You do not co-operate in the review, the University will raise any concerns with the College under paragraph 10 below, and may suspend Your access to University facilities and premises until such time as such matters are resolved. The University may terminate this Agreement on giving You one week’s written notice if the concerns raised are serious and in its view are not capable of remedy.
  2. The University or the College may by written notice to all Parties (including You) terminate this Agreement with immediate effect without notice or payment in lieu of notice (1) in a case of serious misconduct and/or serious negligence and/or (2) on the termination of Your employment or office by the College and/or (3) if You or the College is guilty of any serious or (after warning) repeated breach of the terms of the Agreement and/or (4) a material change to the funding of the Activities as result of which they cannot be continued as planned and which cannot reasonably be addressed otherwise and/or (5) where necessary for reasons of security or health and safety. Any delay by either the University or the College in exercising such right to terminate shall not constitute a waiver of such right.
  3. All property and information, including confidential information, in whatever form, belonging to or in the trust of the University which may come into Your possession during the course of the Activities, must be surrendered by You to Your Supervisor or the Head of Department on termination or expiry of this Agreement, or upon request at any other time.

### Liability

* 1. The University shall fulfill all duties relating to Your health, safety and welfare as required to by law. It shall assist where possible with the Colleges’ reasonable requests in connection with the Colleges’ duties to You.
  2. You undertake that You will undertake any Activities with reasonable skill and care, noting Your undertakings in paragraph 6.
  3. Nothing in this Agreement excludes or restricts the liability of any party to any other for liability for any fraudulent misrepresentation by a party or death and personal injury caused by negligence of a party.
  4. In no circumstances will any party be liable to any other party for any indirect, incidental or consequential damage including any loss of profit, revenue, business opportunity or goodwill whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this Agreement.

### Confidential Information

* 1. From time to time You will receive or become aware of confidential information relating to the research, teaching, operations and activities of the University or of its staff, students or visitors or other third parties (“the Confidential Information”). Such information may be disclosed to You or in Your presence in any form, including orally or in writing, before, on or after the date of this Agreement. You undertake to keep such information secret and confidential and not to use or disclose the same to any other person, save that Confidential Information given to You for the purpose of the Activities may be used for that purpose only. Your undertakings regarding confidentiality and secrecy shall survive the termination of this Agreement for six years.
  2. Paragraph 18 shall not apply to information that:
     1. was, prior to Your receipt, in Your possession and at Your free disposal; or
     2. is or becomes available to the public without breach of paragraph 18; or
     3. is required by law or a competent court or regulatory authority to be disclosed provided that

You inform the University first and limit the disclosure to what is strictly required by the competent authority; or

* + 1. properly and lawfully becomes available to You

from sources independent of the University; or

* + 1. is independently developed by You or the College.

### Intellectual Property

* 1. The ownership of any intellectual property generated as a result of the Activities is outlined in the Letter. Otherwise, ownership of the intellectual property created by You shall be determined by the terms of any research grant associated with You or, if no such terms are imposed, by the terms of the University’s Ordinance on Intellectual Property Rights.
  2. If Your Activities are subject to the terms of a contrary agreement with a third party (such as a funder) You must bring this to the attention of Your College and Your Supervisor and include this in the Special Conditions in the Letter, failing which paragraph 20 shall prevail.

### Publication

* 1. Neither You nor Your College shall publish or publicly disclose the Results, without the prior written consent of the University not to be unreasonably withheld in accordance with paragraph 22.
  2. You shall submit to the Supervisor and/or the Head of Department for review, a copy of any proposed publication at least thirty (30) days in advance of the submission of the publication to a third party. The University may consent to publication or require a delay in publication for such period as the University may reasonably require, in order to allow the filing of patent applications or the taking of such other action as the University may reasonably require in order to protect any intellectual property in the Results. Further, the University may require amendments to the draft publication in order to protect the University’s Confidential Information or intellectual property. Unless otherwise agreed in writing, You undertake to acknowledge the Head of Department and the University of Cambridge in all publications made by You relating to the Results and/or the Activities.

### Miscellaneous

* 1. You are expected to acknowledge the University and the College by name in any presentation of your Activities. Otherwise, You shall not use the name or trade marks of the University without the express written consent of the University. You shall not hold Yourself out as an employee or representative of the University.
  2. This Agreement constitutes the entire agreement and understanding of the parties concerning its subject matter. No failure or delay by the University to exercise or enforce any right under this Agreement will operate as a waiver thereof.
  3. In the event of any dispute arising regarding this Agreement, You or if You choose, Your nominee shall use reasonable and good faith efforts to resolve such matter with the Head of Department within thirty (30) days of either party giving written notification to the other of the matter.
  4. This Agreement and all questions of construction, validity, and performance under this Agreement, shall be governed by English law, and subject to the exclusive jurisdiction of the English courts.
  5. This Agreement is not intended to confer a benefit on any person who is not a party to the Agreement whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
  6. All notices served under this Agreement shall be in writing and served by receipted delivery to the Party at the addresses in the College Fellow’s Letter.