

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”)**
- (2) A College Fellow spending time in a University Department (“You”) and**
- (3) 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 Host 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-only/offices/finance/procedures/expenses/index.html>
5. You will be responsible to the Host 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 Host'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 Host 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 Health 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/>, which You confirm that You have read and understood.

7. 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.
8. 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 Host may do so if required for the Activities.

Termination and its consequences

9. 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.
10. 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.
11. 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 Host or the Head of Department on termination or expiry of this Agreement, or upon request at any other time.

Liability

12. 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.
13. You undertake that You will undertake any Activities with reasonable skill and care, noting Your undertakings in paragraph 6.