**Honorary/Visiting Academic Contract Letter**

This letter should only be sent after reading the University’s [Honorary and Visiting Academics and Associates guidance](https://www.bristol.ac.uk/hr/policies/how-engage-honorary-associate.html).

Instructions for completion of this contract letter:

* To be issued on UoB/Faculty/School letter template including **date** and **email address** of role holder.
* Yellow highlighted text = edit/replace as appropriate and remove highlighting
* Blue highlighted text = optional paragraphs. Delete the text that does not apply and remove highlighting from the remaining text.
* **RED TEXT** is instructional. Delete once instructions have been followed.
* **All highlighting** to be removed from final version (‘select all’ > ‘font’ > ‘text highlight colour’ > ‘no colour’).

Dear [Name]

**Re: [Honorary/Visiting Academic Title or Personalised Title where applicable]**

I am very pleased to welcome you as [an Honorary/Visiting Academic TITLE - or Personalised Title where applicable] to the University of Bristol (“the **University**”).

Your activities, while at the University are as follows:

“[Insert the scope of work to be undertaken by the role holder as provided by the Sponsor in the Request Form]”(“the **Purpose**”).

Your University sponsor is [**Name**] and you will be based in [**Location**].

**EITHER:**

You are currently an employee of [name of employer] (“the **Employer**”) and your [Honorary/Visiting - delete as applicable] status is subject to you remaining employed by the Employer. Please inform us if there is a change in your employment status.

**OR:**

Your [Honorary/Visiting - delete as applicable] status is based on the understanding that you are not subject to a contract of employment. Please let us know if your status changes.

**ALL:**

In consideration of the award of honorary/visitor status you agree to the following:

**Start date**

Your role commences on [DATE] and will end on [DATE] but can be withdrawn sooner (for whatever reason) by the University. The honorary arrangement may also be extended by mutual agreement.

**E-mail**

You will be granted a University of Bristol IT account which will give you access to a range of University IT facilities, including a University email address. To gain access to this you will need to obtain your username and set your password. For information on how to do this, please see <http://www.bristol.ac.uk/it-services/info/newstaff.html>.

Your access and use of the University's information and information systems and networks is subject to the University's Information Security policy (see <http://www.bristol.ac.uk/infosec/policies/>).

**Note that IT access will only be initiated once a signed copy of this letter has been returned.**

**Identity Card**

You will be issued with a University UCard (an identity card), which provides access to University buildings, services and facilities. To obtain a University identity card please follow the instructions on this webpage: <http://www.bristol.ac.uk/cardservices/other-cardholders>.

**Note that UCard provision will only be initiated once a signed copy of this letter has been returned.**

**Confidential Information**

You shall not use or disclose to any person, either during or at any time after your association with the University any confidential information about the University or any of its subsidiaries, staff, students or about any other matters which may come to your knowledge as a result of your role at the University.

For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain and which relates to the University or any of its subsidiaries, staff or students.

The restriction in this clause does not prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

**University Property**

All documents, hardware and software provided for your use by the University or any data or documents (including copies) produced, maintained or stored on the University’s computer systems or other electronic equipment (including mobile phones), remain the property of the University.

Any University property in your possession and any original or copy documents obtained by you during your role at the University shall be returned to your sponsor at any time on request and in any event at the end of your role.

**Data Protection**

Please see the University’s [Top Level Data Protection Notice](http://www.bristol.ac.uk/secretary/data-protection/policy/staff-processing-notice/) which sets out how it uses the data belonging to staff and associated groups.

**Intellectual Property Rights**

In this clause “**Intellectual Property Rights**” (“**IPR**”) means patents, rights to any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**RETAIN ONLY *ONE* OF THE *THREE* FOLLOWING OPTIONS. DELETE ALL RED TEXT. See MyERP Request Form > Additional Information tab > IP Owner**

**Option 1: If the University is to own the IP:**

The IPR in all works created by you in carrying out the Purpose shall be vested in the University.

To the extent that such IPR in works created by you in carrying out the Purpose do not automatically vest in the University:

* you hereby assign and agree to assign; or
* (if you are employed) you will procure that your Employer assigns,

by way of present and where possible future assignment, all such IPR to the University.

You shall, and shall use all reasonable endeavours to procure that any necessary third party (such as your Employer) shall, promptly execute and deliver such documents and perform such acts as may reasonably be required by the University for the purpose of giving full effect to this agreement.

You waive any moral rights in all works created by you in association with the University to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

Background IPR means IPR and know-how (i) belonging to a party prior to the commencement of this agreement or (ii) developed by a party other than directly in connection with the performance of this agreement.

Where the Purpose requires you to use your background IPR, you hereby grant the University an irrevocable worldwide non-exclusive licence in perpetuity for the University to use such background IPR in so far as the same are necessary for carrying out the Purpose and exploiting any IPR vested in the University under this agreement. You will continue to own your background IPR.

Where the Purpose requires you to use third party background IPR, (for example IPR which belongs to your Employer) you undertake to ensure that an appropriate licence agreement exists between the University and the owner (or third party which controls) the IPR before you use it or allow it to be disclosed to the University employees, students or contractors.

Where the Purpose requires you to use background IPR belonging to the University, the University hereby gives you permission to use such background IPR for the Purpose only.

**Option 2: If the honorary/visiting academic or their employer will own the IP:**

 The IPR in all works created by you in carrying out the Purpose shall be vested in you or (if employed) your Employer pursuant to your terms of employment, as appropriate. This does not extend to IPR in any work created by University employees.

Background IPR means IPR and know-how (i) belonging to a party prior to the commencement of this agreement or (ii) developed by a party other than directly in connection with the performance of this agreement.

Where the Purpose requires you to use your background IPR, you hereby grant the University an irrevocable worldwide non-exclusive licence in perpetuity for the University to use such background IPR in so far as the same are necessary for carrying out the Purpose. You will continue to own your background IPR.

Where the Purpose requires you to use third party background IPR, (for example IPR which belongs to your Employer) you undertake to ensure that an appropriate licence agreement exists between the University and the owner (or third party which controls) the IPR before you use it or allow it to be disclosed to the University employees, students or contractors.

Where the Purpose requires you to use background IPR belonging to the University, the University hereby gives you permission to use such background IPR for the Purpose only.

**Option 3: If the work being undertaken by the individual will be governed by an IP clause in a separate agreement:**

The terms governing the IPR in all works created by you in carrying out the Purpose are set out in a separate agreement between the University and you (or your Employer).

**ALL:**

**Rules, Procedures and Essential Training**

In being granted honorary/visitor status, you agree to abide at all times with the University’s rules, regulations, policies and procedures, including but not limited to:

* Equality and Diversity Policy: [http://www.bristol.ac.uk/inclusion/governance-policy-and-guidance/edi-policy-statement/](%20http%3A/www.bristol.ac.uk/inclusion/governance-policy-and-guidance/edi-policy-statement/)
* Anti-Corruption and Bribery Policy: <https://www.bristol.ac.uk/media-library/sites/secretary/documents/policies-and-forms/briberypolicy.pdf>
* Health and Safety Policy: <http://www.bristol.ac.uk/safety/policies/>
* Information Security Policy and associated policies: <http://www.bristol.ac.uk/infosec/policies/>
* Freedom of Speech Policy: <https://www.bristol.ac.uk/media-library/sites/secretary/documents/student-rules-and-regs/Freedom-of-Speech-Policy.pdf>

All honorary/visiting academics are required to undertake the following mandatory training modules on commencement of this honorary contract:

* CyberSecurity and Data Protection Essentials
* Health & Safety Essentials
* Workstation and Display Screen Equipment (DSE)
* Fire Safety
* Equality, Diversity and Inclusion (EDI) Essentials
* Fraud Awareness

You can access all mandatory training modules by logging on to Develop here:

[Develop - University of Bristol - External Dashboard page](https://develop.bristol.ac.uk/ilp/pages/external-dashboard.jsf?menuId=1104&locale=en-GB#/?dashboardId=6). These modules will all show up on a search for ‘mandatory training’.

Mandatory training requirements are regularly reviewed and you will be required to refresh your essential training each year.

**Visa and ATAS requirements**

If you are coming from outside the UK it is your responsibility before travelling to check if you need a visa and/or an ATAS certificate for the purpose of your visit. You must comply with any relevant UK visas, immigration, and ATAS requirements throughout your engagement with the University whilst you are in the UK. You will be required to provide us with evidence of your compliance before commencement and if circumstances change. For information about visitor visas see <https://www.gov.uk/standard-visitor>. For information about ATAS see: <https://www.gov.uk/guidance/academic-technology-approval-scheme>

**Miscellaneous**

You shall notify the University if you identify any actual or potential conflict of interest between you/your Employer and the University while you hold honorary/visiting status at the University.

You shall not use the name or trademarks of the University in any circumstances without the express written consent of the University. You shall not hold yourself out as an employee or representative of the University.

If you need any guidance please contact your University Sponsor who will assist you.

The award of honorary/visitor status is not intended to establish and shall not be construed by either you or the University in the future as having established an employment or other working relationship between us.

Where applicable, by signing this letter, you confirm that the terms of this letter do not conflict with your contract of employment with any employer(s).

We look forward to welcoming you to the University and wish you a happy and fulfilling association with us.

Yours sincerely

……………………………………

**[Name of HoS or delegate]**,on behalf of the University of Bristol

I understand and accept the contents of this letter

…………………………………... signed **[Name]**

…………………………………… date