

**Standard Terms and Conditions for Visitors
(Independent)**

Between:

- (1) **The Chancellor Masters and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge, CB2 1TN (“the University”) and**
- (2) **A visitor spending time in a University Department (“You”).**

Definitions:

Defined terms are as set out in the Visitors Letter provided to You. “This Agreement” shall mean the Visitor’s Letter and these standard terms and conditions

General

1. While a Visitor at 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.
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.
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. The periods of Your attendance in the Department will be agreed between You and the Supervisor or the Head of Department. You will be responsible to the Supervisor and the Head of Department for Your conduct and must ensure that they approve all material aspects of Your Activities. 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) undertake any activities other than the Activities when in the Department.
6. You undertake to comply with all the University’s and the Department’s works rules, safety and other regulations specifically including those which the Supervisor and/or the Head of Department may reasonably prescribe for Your Activities. 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 Supervisor 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 may terminate this Agreement on giving You one week’s written notice.
10. At any time the University may, by one month’s written notice to You, terminate this Agreement where the University has an urgent need for the accommodation or facilities You are using as part of the Activities.
11. The University may by written notice to You immediately terminate this Agreement in case of (1) serious misconduct and/or serious negligence and/or (2) where You have materially breached this Agreement and the breach is irremediable or (where the breach is remediable) You have failed to remedy that breach within thirty days of the date of service of a written notice specifying the breach and requiring that it be remedied and/or (3) where necessary for reasons of security or health and safety.
12. 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

13. You will indemnify and keep indemnified the University against any and all loss or damage suffered by the University as a result of Your breach of this Agreement or Your negligence.
14. 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.
15. Subject to paragraphs 14 and 16, any liability of the University, its employees, agents and students to You for direct loss in contract, tort or otherwise arising out of or in connection with this Agreement is limited for one incident or a series of incidents to the sum of £5,000.
16. Subject to paragraph 14, in no circumstances will the University, its employees, agents or students be liable to You 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

17. 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.
18. Paragraph 17 shall not apply to information that:
 - a. was, prior to Your receipt, in Your possession and at Your free disposal; or
 - b. is or becomes available to the public without breach of paragraph 17; or
 - c. 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
 - d. properly and lawfully becomes available to the You from sources independent of the University; or
 - e. is independently developed by You and where the independent development can be proven by contemporaneous written documentation.

Intellectual Property

19. For the avoidance of doubt, all Background Intellectual Property used in connection with the Activities shall remain the property of the party introducing the same. "Background Intellectual Property" means intellectual property owned by, and/or at the free disposal of a party, and not generated in the performance of the Activities.
20. All intellectual property, results, documents, and other information (other than Background Intellectual Property) generated by You as a result of undertaking the Activities ("the Results"), shall be owned by the University, and in accepting these Terms and Conditions You undertake to do all such things necessary to vest title in the Results and all rights therein, in the University or as otherwise agreed. 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 Supervisor and include this in the Special Conditions in the Visitor's Letter, failing which this paragraph 20 shall prevail. Where it is agreed pursuant to any Special Condition that the Results shall not be owned by the University, the University is hereby granted a non-exclusive royalty-free licence to use the Results for the purposes of teaching and academic research.

Publication

21. You shall not publish or publicly disclose the Results, without the prior written consent of the University in accordance with paragraph 22.
22. 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

23. You shall not use the name or trade marks 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. All notices served under this Agreement shall be in writing and served by pre-paid registered post to the party at the addresses in the Visitor's Letter. All such notices shall be deemed served within (two) 2 working days (in the UK) after being sent if the address of both parties is in the UK or 5 working days (in the UK) if not.