



**UK Research
and Innovation**



**Economic
and Social
Research Council**

Exemplar Fellowship Agreement: What Works Innovation Fellowships

1. Explanatory Notes and FAQ
2. Exemplar Fellowship Agreement

Explanatory Notes to 2023 UKRI What Works Innovation Fellowship Agreement.

Introduction

The What Works Innovation Fellowship Agreement is the agreement that governs the conduct of the 2023 What Works Innovation Fellowship Scheme. This is the agreement between the Host Party, UKRI (ESRC) as Funder, The Fellow and the Fellow's Employing Institution and gives the general rules and conduct of the fellowship including the different phases of the Fellowship, Employment relationship, Intellectual Property and Publication rights.

Questions

- Why is ESRC/UKRI a party to the Fellowship if they are just Funding the Fellowship?

5% of the Fellow's time during the Placement Phase will be spent on cohort activities with other Fellows on training and development activities in knowledge exchange in preparation for the Knowledge Exchange phase.

- What are the 3 Phases of the Fellowship?

The Fellowship will comprise of 3 Phases

- a. The Inception Phase normally based at the Employing Institute for up to 3 months.
- b. The Placement Phase which may be based at the Host (subject to confirmation) lasting up to 12 months.
- c. The Knowledge Exchange Phase normally back with the Employing institute for up to 3 months.

- Are the 3 phases for a fixed period of time?

No – these time limits are flexible and may start later than in the template – each final agreement will be amended for the correct dates.

- How will the Fellowship be funded?

The Fellowship is funded by a direct grant from ESRC/UKRI to the Fellow's Employing Institution

- Will the Fellow be employed by the Host?

No, The Fellow will remain employed by the Employing Institute at all times during the Fellowship. The Employing Institute will remain responsible for all Employment matters of the Fellow including payroll, pension, PAYE etc. The Employer will also be responsible for performance reviews but may ask the Host or ESRC/UKRI for input to such review.

- Will the Fellow be required to undertake any security checks?

Hosts may require that the Fellow undertakes checks to determine security clearance as they may be exposed to information of a highly sensitive nature. Please refer to the relevant opportunity template for further information. The Hosts will discuss the level of clearance required with the Fellow during the inception period. In all cases failure to attain security clearance, or loss of such security clearance will result in the termination of the Fellowship.

- Who is responsible for the Fellow's Health and Safety?

The Employing Institute is responsible for the Fellow's Health and Safety when the Fellow is based at the institution, the Host is responsible while the Fellow is based with the Host.

- Will the Fellow (and by Extension the Employing Institute) be able to use (publish) any of the outputs from the Fellowship?

The outputs from the Fellowship connected with the Fellow's work (Host Fellowship Outputs) for the Host will be subject to ownership of the Host and may only be published subject to review and permission of the Host.

Certain outputs from the Fellowship made by the Fellow such as Books, articles etc (Non-Host Fellowship Outputs) will be owned by the Fellow and their Employing Institute.

Prior to publication, the Fellow must submit to the Host line manager 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 line manager will respond in writing within 14 days after receipt and may require a delay in publication prior to consent to publication, for such period as the Host may reasonably require, and/or require amendments to the draft publication in order to protect the Host's Confidential Information or Intellectual Property Rights.

All outputs from the Fellowship will be cross licensed to each of the parties for non-commercial purposes.

Any models or methods created by the Fellow during the Fellowship will be owned by the Fellow's Employing Institute.

- Will the Fellow have any liability in connection with the Fellowship Agreement?

No, the parties undertake to not make any claim against the Fellow for breach of the agreement, unless a claim is based on fraud or wilful misconduct.

- Can the Fellowship be terminated early for convenience with no notice?

No, the Fellowship may however be terminated for any reason after a notice period (normally at least one month).

- Can the Fellowship be terminated early with immediate effect?

Yes, In the case of a severe breach of the agreement or where the Fellow's performance or conduct would warrant dismissal from the Host.

There are other circumstances which may result in the immediate termination of the Fellowship including conflict of interest and frustration due to long term sickness.

For further information on Termination please see the provisions in the Fellowship Agreement at section 13

**If there are any further questions, or you need clarification please contact
ukripolicyfellowships@ukri.org**

PERSONAL AND CONFIDENTIAL

Copy:

Dear Sir or Madam,

ESRC WHAT WORKS INNOVATION FELLOWSHIP WITH *What Works Host*

On behalf of The *What Works Host* (“the Host”), I am pleased to confirm *Fellow* (“the Fellow”) will undertake an ESRC WHAT WORKS INNOVATION FELLOWSHIP (the “Fellowship”) with the (*Name of team*) team (*name of Fellowship*) ESRC What Works Innovation Fellowship). This letter and the attached agreement set out the terms and conditions that will apply to this Fellowship alongside, and in addition to the terms and conditions of the ESRC grant outlined in the grant offer letter and [UKRI grant terms and conditions as appended at Annex 1](#).

Duration of the Fellowship and Place of Work

The Inception Phase of the Fellowship will commence in *start date* for up to 3 months. The Fellow will be hosted by *Employing Institute* (the “Employer”) for the Inception Phase of the Fellowship.

The Fellow will be hosted by the Employer for the Knowledge Exchange Phase of the Fellowship of up to 3 months.

The Fellow will at all times during the Fellowship remain an employee of the University.

5% of the Fellows’ time during the Placement Phase shall be reserved for the Fellow to engage with the ESRC for the purpose of: engaging and developing in funder led KE activities, training and development opportunities; to provide input in monitoring and evaluation by the funders; to provide insights on the development of the Fellowship and future ESRC activity in regard to Fellowship schemes, policy engagement and Knowledge Exchange.

The Fellow will report into *Host Line Manager*. The Fellow will also need to maintain contact with the ESRC staff overseeing this programme.

The usual place of work during the Placement Phase of the Fellowship will be the [see relevant opportunity]

Financial arrangements

The Fellowship will be funded through a grant from the ESRC paid directly to the Employer and subject to the terms and conditions of that grant. At no time will the Fellow be included on the Host's payroll, or receive direct grant or salary payments from the Host.

Security Checks, IT Support, management and training

This Fellowship agreement is subject, to the Fellow obtaining security clearance where required by the Host. The Fellow is required to work with the Host in completion of any required security or disclosure barring service processes. Delays in returning the necessary documents may result in a late start date. Clearance, once granted can later be withdrawn if for example conduct, personal behavior or other personal circumstances cast doubt on the Fellow's reliability. Loss of clearance will mean that the Fellowship is terminated immediately.' [Please refer to the relevant opportunity template to find out if security clearance applies]

The Fellow will use their corporate IT issued by the Employer for the duration of this Fellowship, unless agreed otherwise with the Host

Further conditions relating to this Fellowship

Further details of the conditions of this Fellowship to the Host are contained in the schedule of terms and conditions attached to this letter (together, the "Agreement").

If you agree with the content of this letter covering the terms and conditions of the Fellowship, please can you print and sign and return directly to me at the address above.

Yours sincerely

Host Line Manager

Host

Inward Fellowship agreement

This Agreement is made between:

- I. *[Insert name of University]* (“the Employer”)
- II. And the Economic and Social Research Council, of Polaris House, Polaris Way, Swindon SN2 1UJ (‘ESRC’ or ‘the Funder’) which is part of UK Research and Innovation (UKRI).
- III. *And the [Insert name of Host]*(the Host)
- IV. *[And [Insert name of individual], (“the Fellow”)]*

1. *Fellowship and duration*

1.1. The Fellow will /undertake an ESRC What Works Innovation Fellowship commencing **start date** for up to [18] months unless terminated early under the terms of this agreement.

1.2. The Fellowship shall be delivered in 3 phases:

1.2.1. Inception Phase (up to 3 months) from **[to be confirmed]** (“Inception Phase”)

1.2.2. Placement Phase: (up to 12 months) (“Placement Phase”)

1.2.3. Knowledge Exchange Phase: (up to 3 months) (“Knowledge Exchange Phase”)

1.3. The Fellow will be permitted by the Employer to undertake the Placement Phase at the Host in the post of ESRC What Works Innovation Fellow, in the Host for up to 12 months. The Fellow’s line manager at the Host during the Fellowship will be **Host Line Manager**. If a change of line manager is necessary, the details will be given to the Fellow and the Employer.

1.4. During the Placement Phase, the Fellow will work under the supervision of the Host and carry out all reasonable instructions from the Host. The Employer will maintain a reasonable level of insurance cover for loss, injury or damage caused to or by the Fellow in connection with the Fellowship.

1.5. The Fellow will not, without the prior written approval of the Host, do any act, enter into any contract, make any representation, give any warranty, incur any liability or assume any obligation, whether expressly or by implication, on behalf of the Host, or bind or hold themselves out as capable of binding the Host in any way.

1.6. The objectives and outputs of the Fellowship will be discussed, reviewed and updated between the Fellow and the Host on an ongoing basis.

1.7. The objectives and outputs of the Fellowship must align with the Funding Agreement and the requirements of the Funder.

1.8. The Fellow will remain the employee of the Employer for the duration of the Fellowship and will not become, or be regarded as, the employee of the Host. If the Fellow ceases to be employed by the Employer for any reason during the Fellowship period then the Fellowship will terminate immediately, unless transfer to another eligible research organization/employer has been agreed under the Funder’s grant terms and conditions and with the Host. In the event of the Fellow’s resignation or other termination of their employment, the Fellowship and Funder’s grant will terminate automatically.

1.9. The Host shall provide the Employer with such information

and assistance as it may reasonably require to carry out its obligations as the Fellow's Employer.

2. Location and hours of work

2.1. During the Inception Phase of the Fellowship the Fellow will be expected to be based at the Employer, unless otherwise agreed by the Parties.

2.2. During the Placement Phase of the Fellowship the Fellow will be expected to be based at *Host Address*. When visiting Host, the Fellow's place of work will be at *Host address if different*, subject to any reasonable office relocation.

2.3. 5% of the Fellows' time during the Placement Phase shall be reserved for the Fellow to engage with the ESRC for the purpose of: engaging and developing in funder led KE activities, training and development opportunities; to provide input in monitoring and evaluation by the funders; to provide insights on the development of the Fellowship and future ESRC activity in regard to Fellowship schemes, policy engagement and Knowledge Exchange.

2.4. During the Knowledge Exchange Phase of the Fellowship the Fellow will be expected to be based at the Employer, unless otherwise agreed by the Parties.

2.5. The Fellow's normal working week will be as agreed in the Funder's grant offer letter.

3. Remuneration and Expenses

3.1. The Fellowship, and any travel subsistence and other expenses incurred in delivering agreed activities, will be funded through a grant to the Employer from the ESRC ("the Funder") and subject to the terms and conditions of that grant – please refer to the grant offer letter and Funder's grant terms and conditions (see <https://www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/>).

3.2. During the Fellowship the Employer will continue to pay the Fellow their normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).

3.3. The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Fellow's remuneration. Any pay rises during the Fellowship will be determined by the Employer in the normal way.

3.4. The Host will not be required to make any payment to reimburse the Employer directly and will not be subject to compensate the Employer directly for the services provided during the Fellowship. The Host will provide the support to the Fellow to deliver the agreed activities effectively on site and remotely.

4. *Pensions - automatic enrolment*

4.1. The Employer remains responsible for automatically enrolling the employee under legislation.

5. *Performance Management; performance-related pay*

5.1. During the Fellowship, the Employer will continue to conduct performance reviews of the Fellow in accordance with its procedures.

5.2. The Host will provide the Employer with appropriate input for these purposes.

5.3. The Host and ESRC (where appropriate) will assist the Employer as appropriate with any post-Fellowship performance review which includes work done during the Fellowship.

6. *Health and safety*

6.1. During the Placement Phase of the Fellowship, the Host will be responsible for the Fellow's health and safety insofar as this is within the Host's control. The Host will ensure that the Fellow is only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

6.2. During the Inception Phase and Knowledge Exchange Phase the Employer will be responsible for the Fellow's health and safety.

7. *Leave and associated pay*

7.1. During the Fellowship, the Fellow will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in their terms and conditions of employment with the Employer.

7.2. In line with the Funder's Fellowship grant terms and conditions, the Fellowship may be extended to cover familial leave, extended jury service or paid sick leave after the Official Start Date for a period in line with the Terms and Conditions of the Fellow's employment. For further information, see the Funder's Grant Guidance document.

7.3. The Fellow must book leave with and report any sickness or other absence to both the Employer and the Host as soon as reasonably practicable.

7.4. In line with the Funder's Fellowship grant terms and conditions the Fellow is entitled to take sick leave in accordance with the Employer's terms and conditions. If requested, the Funder and the Host will consider allowing the Fellowship/ Fellowship grant to be placed in abeyance during the absence of the Fellow due to sick leave, and the period of the Fellowship extended by the period of sick leave. The additional salary costs for the Fellow (pro rata to their percentage FTE on the fellowship grant) should be claimed from the Funder, as necessary, at the end of the extended period under the Funder's grant terms and conditions.

7.5. The Fellow is entitled to take parental leave in accordance with the terms and conditions of their employment and the Funder's grant terms and conditions.

7.6. The Funder and the Host will consider requests for the Fellowship to be placed in abeyance during the absence of the Fellow for parental leave, and the period of the Fellowship extended by the period of leave. The Funder, the Host, and the Employer will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Fellow to meet caring responsibilities.

8. *Information and monitoring of leave*

8.1. The Employer will monitor and record annual leave, sick absence and other leave. The Employer and the Host will each provide the other with any information the other needs in order to manage the Fellow, both during the Fellowship and for a reasonable amount of time after it ends.

8.2. The Fellow must notify the Host if their home address changes during the Fellowship.

9. *Standards and training*

9.1. The Host will not require the Fellow to disclose or use any information which is confidential to the Employer. Any information the Host does acquire as a result of the Fellowship will be kept confidential.

9.2. The Employer will not at any time require the Fellow to disclose or use any information which is confidential to the Host, and will at all times keep confidential any confidential information it acquires as a result of the Fellowship.

9.3. If a perceived, potential or actual conflict of interest arises during the Fellowship, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be

terminated in accordance with the termination clause in this agreement. Fellows and their Line Managers in the Host must have regard to the Host's policies and processes on the declaration and management of outside interests.

9.4 During the Fellowship, the Fellow will:

- a. discharge such duties and responsibilities as the Host may reasonably require for the purposes of its business and functions;
- b. be responsible to and act in accordance with the instructions only of the Host or its authorised representatives, reporting to the Fellow's line manager at the Host;
- c. be released by the Host for any mandatory training which the Employer requires, provided the Fellow gives their line manager in the Host reasonable prior notice. The Host will provide the Fellow with any training required for the proper performance of their services to the Host and included in the ESRC What Works Innovation Fellowship programme.

9.5 Where required by the Host, the appointment is subject to the satisfactory completion of routine enquiries which are made into the background of all new members of staff and Fellowship holders. During the Fellowship, the Fellow will also be subject to any and all security procedures put in place by the Host and applied to its entire staff and others engaged on work in the Host's premises. From time to time this may include the need to search bags carried by individuals.

9.6. During and after the Fellowship the Fellow may not, without the prior written permission of the Host, disclose or make use of any confidential information received in the course of their Fellowship. For the removal of doubt, information that is publicly available would not be considered confidential. If there is any question around information that could be confidential, the Fellow should check with the Host line manager.

10. *Discipline and grievances*

10.1. The Fellow will continue to be subject to the disciplinary and grievance procedures of the Employer during the Fellowship. The Host will co-operate with the Employer in such matters, including by providing any necessary information.

10.2. The Host and the Employer will notify each other promptly if they become aware of any disciplinary issue or grievance.

11. *Policies and procedures*

11.1. Except as otherwise provided in this agreement, the Fellow will continue to be subject to the Employer’s policies and procedures during the Fellowship.

12. *Data protection*

“Data Protection Legislation” means the UK General Data Protection Regulations (as defined in section 3(10) of the Data Protection Act 2018 (as supplemented by section 205(4)), the Data Protection Act 2018 to the extent that it relates to data protection and privacy, and all applicable law about processing of personal data and privacy, as amended from time to time.

12.1. By signing this agreement the Fellow agrees to appropriate information and personal data (as defined in the Data Protection Legislation as amended from time to time) about the Fellow being passed between the Employer and the Host and the Funder and being held, processed and accessed by them, both manually and by electronic means, for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance. For the purposes of this clause, “personal data” includes “sensitive personal data” (as defined by the Data Protection Legislation as amended from time to time) about the Fellow that may be held by the Employer and may be transferred to the Host and the Funder where necessary (noting that processing of sensitive personal data may require more specific consent from the Fellow). Such information will be held securely in compliance with General Data Protection Regulation (GDPR).

12.2. The Fellow will comply with the Host’s data protection policy when handling personal data relating to any client, supplier or person employed by the Host or any data collected as part of their research.

12.3. Failure to comply with the Host’s data protection policy will be immediately referred to the Employer and may result in the termination of the secondment.

12.4. In the interests of open government and public access to information, the Funder may need to disclose details of Fellows from non-Civil Service employers, including the Fellow’s name, the name and address of the Employer, the nature of the work done and the sums paid to the Employer by the Funder. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or policy on disclosure. The Employer and the Fellow consent to such disclosure. In deciding what disclosure should be made, the Funder will take account of their obligations under the UK GDPR and Data Protection Act 2018.

13. *Early termination of the Fellowship.*

13.1. The Fellowship may be terminated by either the Employer, the Funder or the Host for any reason by giving [insert a suitable period, e.g. one month] notice in writing to the other parties. If the Fellowship is terminated or reduced in value, no liability for payment, redundancy or any other compensatory payment for the dismissal of staff funded by the Funder will be accepted, but negotiations will be held with the Funder with regard to other contractual commitments and concerning the disposal of assets acquired under the grant (see the Funder's grant terms and conditions).

13.2. The Fellowship to the Host may be terminated by the Host with immediate effect where:-

(a) The Fellow's performance or conduct (whether or not in connection with the Fellowship) during the Fellowship is such that the Host would be entitled to issue a formal warning and/or dismiss the Fellow if the Fellow were employed by the Host;

(b) The Fellow commits a serious and fundamental breach of their terms and conditions of employment with the Employer;

(c) The Fellow commits a serious and fundamental breach of these terms and conditions;

(d) The Fellow behaves (including being convicted of a criminal offence) in a manner, which, in the reasonable opinion of the Host's Director will or is likely to seriously prejudice the interests or reputation of the Host or the Employer;

(e) The Fellow materially breaches any of the Host's policies or procedures which are applicable to employees of the Host and are referred to in clause 9.1 above.

13.3. Either the Employer or the Host may terminate the Fellowship if a conflict of interest arises which cannot be appropriately managed, by written notice to the other, with immediate effect.

13.4. If there is a review of the Fellowship due to long term absence without agreement with the Host and the Funder, and the Host considers it reasonable to end the Fellowship early, the Host may terminate the Fellowship by written notice to the Employer and ESRC with immediate effect.

14. Return of property

14.1. At the end of the Fellowship or at any time on request, the Fellow and the Employer will return all property supplied by the Host and all documents (including copies) which the Fellow has received or obtained from the Host in connection with the Fellowship (excluding Publications), and will irretrievably delete any electronic copies thereof.

15. Intellectual property

15.1. The term “Intellectual Property Rights” when used in this agreement means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

15.2. The Fellow and the Employer acknowledge that all Intellectual Property Rights generated through the work, deliverables and results described in the grant offer, during the Term of the Fellowship which arise from or are connected with the Fellow’s work for the Host (“Host Fellowship Outputs”), shall automatically, on creation, vest in the Host absolutely, whenever they arise. To the extent that they do not vest automatically, the Fellow and the Employer will hold them on trust for the Host. The Fellow and the Employer agree promptly to execute all documents and do all acts as may, in the opinion of the Host, be necessary to give effect to this sub-clause.

15.3. All intellectual property rights generated through the work, deliverables and results in the Fellowship outputs, during the Term of the Fellowship which arise from or are connected with the Fellow’s work for ESRC (“ESRC Outputs”) shall automatically, on creation, vest in ESRC, absolutely, whenever they arise. To the extent that they do not vest automatically, the Fellow and the Employer will hold them on trust for ESRC. The Fellow and the Employer agree promptly to execute all documents and do all acts as may, in the opinion of ESRC Host, be necessary to give effect to this sub-clause.

15.4. Any works made by the Fellow in the course or arising out of the Fellowship (including any made after the Fellowship is terminated) which are not Host Fellowship Outputs, such as (but without limitation) books, articles, blogs based on information obtained during and as a result of undertaking the Fellowship, are referred to in this agreement as “Non-Host Fellowship Outputs”.

15.5. Non-Host Fellowship Outputs which the Fellow creates as sole author shall be referred to in this agreement as “Fellow’s Non-Host Fellowship Output”.

15.6. Non-Host Fellowship Outputs which are created jointly by the Fellow and the Host shall be referred to in this agreement as “Joint Non-Host Fellowship Outputs”.

15.7. The parties agree that the Employer will own the Intellectual Property Rights in the Fellow's Non-Host Fellowship Outputs in accordance with the terms set out in this agreement.

15.8. The Host hereby grants each of the Employer and ESRC a non-exclusive, indefinite, fully paid-up, royalty free licence to use the Host Fellowship Outputs in any way, for non-commercial purposes and in any medium throughout the world, subject to the conditions on confidentiality and publication set out elsewhere in this agreement..

15.9. ESRC hereby grants each of the Employer and the Host a non-exclusive, indefinite, fully paid-up, royalty free licence to use the ESRC Outputs in any way, for non-commercial purposes and in any medium throughout the world, subject to the conditions on confidentiality and publication set out elsewhere in this agreement.

15.10. The Employer hereby grants each of the Host and ESRC a non-exclusive, indefinite, fully paid-up, royalty free licence to use the Non-Host Fellowship Outputs in any way, for non-commercial purposes and in any medium throughout the world, subject to the conditions on confidentiality and publication set out elsewhere in this agreement.

15.11. Any models or methods created by the Fellow to produce the deliverables and results will vest in the Employer who will provide a non-exclusive, worldwide license in perpetuity to the Host, and ESRC, to use as is necessary to exploit the deliverables and results.

15.12. During the Fellowship, the Fellow shall not, without the express written permission of the Employer, access or use for the benefit of the Host, or ESRC, any of the Employer's Pre- Existing Works. For the avoidance of doubt, the intellectual property rights in the Employer's Pre-Existing Works remain owned by the Employer (or the Employer's licensors, as appropriate). "the Employer's Pre-Existing Works" means any text, diagrams, software, models, inventions, materials, methodology, engagement tools, methodologies and protocols, designs and other works created by or licensed to the Employer prior to or outside the scope of this Fellowship.

15.13. During the Fellowship, the Fellow shall not, without the express written permission of the Host, access or use for the benefit of the Employer, or ESRC, any of the Host's Pre- Existing Works. For the avoidance of doubt, the intellectual property rights in the Host's Pre-Existing Works remain owned by the Host (or the Host's licensors, as appropriate). "the Host's Pre-Existing Works" means any text, diagrams, software, models, inventions, materials, methodology, engagement tools, methodologies and protocols,

designs and other works created by or licensed to the Host prior to or outside the scope of this Fellowship.

16. PUBLICATION

16.1. No party will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining that party's written consent

16.2. The Fellow or Employer shall not publish or publicly disclose the results, without the prior written consent of the Host.

16.3. The Fellow must submit to the Host line manager 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 line manager will respond in writing within 14 days after receipt and may require a delay in publication prior to consent to publication, for such period as the Host may reasonably require, and/or require amendments to the draft publication in order to protect the Host's Confidential Information or Intellectual Property Rights.

16.4. Unless otherwise agreed in writing, the Fellow will acknowledge the Host and the Funder in all publications made by the Fellow relating to the Fellowship.

16.5. The Fellow must report to the Host and ESRC any key impacts resulting directly or indirectly from the Fellowship up to seven years after the termination of the Fellowship.

17. Liability

17.1. The Host and Funder acknowledges that the Employer is not responsible for the work, deliverables and results produced by the Fellow during the Fellowship period and the Host and Funder waive all and any claims that it may have against the Employer arising out of any act or omission of the Fellow during the Fellowship period.

17.2. The Host shall indemnify and hold harmless at all times the Employer from and against any and all claims and demands, whether made by the Fellow or a third party, including for the avoidance of doubt any claim in tort or under employment related legislation or in relation to any injury or injury resulting in death or in any way connected with the Fellowship where such liability results from any act or omission, or negligence of, or a breach of contract by the Host, its employees, servants or agents, whether authorised or not by the Host.

17.3. Each Party undertakes to make no claim in connection with this Agreement or its subject matter against the Fellow (apart from

claims based on fraud or wilful misconduct). This undertaking is intended to give protection to the Fellow: it does not prejudice any right which either Party might have to claim against the other.

17.4. The Employer shall indemnify and hold harmless at all times the Host and Funder against any claim or demand by the Fellow arising out of their employment by the Employer or its termination during the Fellowship period.

17.5. The liability of either the Host or Employer for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

17.6. The maximum aggregate liability of either the Host or the Employer to the other under or otherwise in connection with this Agreement shall not exceed £ 300,000. For the avoidance of doubt, nothing in this clause 17 shall be deemed to exclude or limit in any way either Party's liability for intentional wrongdoing, for fraud or for death or personal injury caused to any person as a result of its negligence.

17.7. The Employer remains solely responsible for the Fellow, their salary, benefits, income tax and national insurance contributions and any claims which may arise in relation to the Fellow arising out of their employment by the Employer or its termination during the Fellowship period.

18. Assignment

18.1. This agreement may not be assigned by any party to the agreement without the agreement of the other three parties.

18.2. The Employer may not transfer its rights or obligations under this Agreement without the prior written consent of the Host and the Funder, except that the Employer may transfer its rights and obligations to any legal entity established or authorised to take over all or part of the Employer's business (the "Successor"). Such transfer shall be effected by the Employer and the Successor jointly serving notice on the other party in which the Successor agrees to be bound by the terms of this Agreement in place of the Employer with effect from the date specified in such notice.

19. Governing law

19.1. This Agreement and the Fellowship created by it is governed by and shall be construed in accordance with the laws of England and Wales. In the event of dispute, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial, the

parties shall seek to resolve the dispute through mediation. Nothing in this clause shall preclude the right of either party to seek injunctive relief. The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

20. Miscellaneous

20.1. Paragraphs 20.2 and 20.3 will apply during the Fellowship and for six months after its termination.

20.2. The Host will not induce (or attempt to induce) the Fellow to leave the Employer or take up employment with the Host.

20.3. Neither the Employer nor the Fellow will induce (or attempt to induce) any of the Host’s staff with whom the Fellow has worked to leave the Host or take up employment with the Employer.

20.4. This clause will not prevent either the Host or the Employer from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

20.5. This agreement and all documents referred to in it contain all the terms of the agreement between the Employer, the Funder and the Host relating to the Fellowship. No waiver or amendment of any term of this letter shall be effective unless made in writing and signed by a duly authorised representative of the Host, the Funder and the Employer. The Fellow is not an authorised representative of either party for this purpose.

21. Variation

21.1. The terms of this agreement may only be varied by agreement in writing between the Employer, the Funder and the Host.

Signed by:	On behalf of:	Date:

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This Agreement is made between:

- I. **[Insert name of University]** (“the Employer”)
- II. The **[Insert name of Host]** (“The Host”)
- III. The Economic and Social Research Council (“the Funder”)
- IV. **[Insert name of individual]** (“the Fellow”)

Enclosures with this letter

1. Grant offer letter/intention to award letter

Annex 1

ESRC Policy Fellowship - UKRI Grant Conditions