**Guidance for Departments on Honorary Research Agreements**

1. **Introduction**

There are circumstances in which researchers who are not employed by the University perform research at the University, on a purely voluntary basis, using University facilities and in connection with a University research project.

For example:

* researchers whose formal secondment arrangements have come to an end but who require a short additional period of time to complete the writing up and publication of their research outcome;
* former employees of the University who have retired from employment and who wish, on a voluntary basis and in a manner which does not undermine the Aims of the EJRA, to continue their involvement in research and/or to provide advice to DPhil students whom they used to supervise.

Such researchers are referred to throughout this guidance as ‘Honorary Researchers’, but may also be referred to as ‘Honorary Research Fellows’ or ‘Honorary Research Investigators’.

Honorary Researchers must sign an Honorary Research Agreement (HRA) to ensure that the interests of both parties are protected. The HRA is a formal University document intended to provide clarity and security for both parties. Along with the HRA, departments may wish to provide individuals with a customised cover letter (template provided). Departments should also meet with individuals considering an HRA to answer any questions or address any concerns they might have.

When considering an HRA for a retired member of staff, departments may also wish to consult the [Retirement Guidance for Staff and Managers](https://hr.web.ox.ac.uk/retirement). This guidance includes further details about other ways retirees can stay connected to the University, eg through use of the Retirees’ Bodleian card, continued membership in Congregation (up to age 75 for some staff), etc.

The following guidance is intended to provide further clarity for departments (or equivalent) on the clauses included in the HRA.

1. **Honorary Research Agreements**

An Honorary Research Agreement *(*the *‘Form of Agreement for Signature by Honorary Researchers Working in Departments’* or *‘HRA’)* sets out the terms on which Honorary Researchers may use University facilities. It is not intended, in any case, to create or record an employment or worker relationship with the University, or to indicate that an employment or worker relationship will or may be created in the future *(HRA clause 2, 4).*

It should be emphasised that an Honorary Researcher is not an employee, worker or agent of the University, and should not receive any remuneration for the voluntary work they undertake in a department (*HRA clause 4, 17*). There is no obligation on the Honorary Researcher to undertake any work or research for the University or for the University to make any work or research available.

As non-employees, Honorary Researchers may not be returned in the Research Excellence Framework, or similar exercises, although they may be returnable as a retired member of staff depending upon the rules in operation at that time.

1. **Responsible to the Head of Department**

The decision whether to offer an Honorary Research Agreement rests with the Head of Department. At all times Honorary Researchers will be responsible to the Head of Department, and through them to any sponsor, for their conduct and for any activities connected to their research and for the management of grant funds *(HRA clause 1).*

If any difficulties or concerns arise for the Honorary Researcher during the course of the Honorary Research Agreement, these should be raised with the Head of Department. Equally, should any difficulties or concerns arise concerning the Honorary Researcher and their conduct or activities, these should be raised with the Head of Department who will be responsible for addressing them.

1. **Staff management**

Where appropriate, Honorary Researchers may be expected to provide day-to-day guidance to staff in relation to research activities. However, responsibility for formal management of staff and employment matters will rest with the Head of Department or their nominee *(HRA clause 3)*.

Honorary Researchers must comply with the University’s harassment policy, as well as all other relevant policies *(HRA clause 4).*

1. **University Statutes and intellectual property**

Honorary Researchers must comply with the relevant terms of the University’s Statutes, Decrees and Regulations (“the University Statutes”) and honour relevant codes of practice, including in particular those concerning health and safety, the ethics and practice of research, the use of IT equipment and information security, equal opportunities, and financial matters *(HRA clauses 4, 6-8, Annexe A).*

Honorary Researchers must also comply with all relevant departmental codes and guidelines which may be published from time to time *(HRA clause 7)*.

Honorary Researchers must accept that they are bound by the University Statute (Section 6 of Statute XVI) relating to intellectual property, and that the University will be entitled to claim ownership of the intellectual property that they produce *(HRA clause 10)*.

Should questions arise regarding University policies and codes of practice, Departments are encouraged to seek advice as appropriate from Personnel Services or Research Services.

1. **Facilities**

The Head of Department may, at his or her discretion, allocate space and other facilities to Honorary Researchers in respect of the activities that form part of their agreed research (*HRA clause 2*). Space allocated to an Honorary Researcher should not adversely impact on the allocation of space to academic and research staff employed in the Department.

Honorary Researchers should pay bench fees or charges, where appropriate, for the facilities that they use (*HRA clause 7*). These may be paid from the Honorary Researcher’s grant, if permitted by the relevant funding agreement. Honorary Researchers must not at any time use University or departmental facilities for their own personal or business purposes, or for the purposes of others, or do any work other than that specified in the HRA (*HRA clause 14*).

Honorary Researchers must comply with the University’s Trade Mark and Domain Name Policy, and make use of any University or Department names, marks, logos or letterheads only in connection with the work specified in the HRA. In appropriate contexts, Honorary Researchers must make clear that their association with the University is as an Honorary Researcher and not as an employee, worker or agent of the University (*HRA clause 18*). Honorary Researchers must not sign any document on behalf of the University or department (*HRA clause 19*).

If their research involves access to confidential records or documents of any kind, Honorary Researchers must observe the section on confidentiality in the HRA *(HRA clause 11).*

1. **Expenses**

Honorary Researchers with research grants to cover expenses are expected to abide by the terms of their funding agreements. The Honorary Researcher shall use funds from the research grant to pay the receipted costs and/or expenses associated with their voluntary work, if appropriate, but funding must not be used for the purposes of remunerating the Honorary Researcher including providing any stipend or any sums of money that are not a direct reimbursement for receipted costs and/or receipted expenses

Honorary Researchers will not receive any payment from or through the University, whether for activities connected with the research that they are undertaking or for any other reason (*HRA clause 17*).

1. **Applications for external grant funding**

Honorary Researchers may apply for external grant funding to support costs associated with their agreed research project through the University’s usual research funding procedure provided that they first obtain written approval from the Head of Department *(HRA clause 15).* Honorary Researchers must make clear that they are applying as a non-employee. They may be named on research grants but should not normally be Principal Investigators. No application should be made which includes any request for funds to support payments of any sort to the Honorary Researcher, other than allowable expenses *(HRA clause 17).*

1. **Visa and regulated activity checks**

Honorary Researchers must hold the right to work on a voluntary basis in the UK and, where necessary, hold the appropriate visa for their stay. Any questions about right to work or visas should be referred to the Staff Immigration Team prior to the commencement of the arrangement *(HRA clause 20).*

For research projects that involve regulated activity with children or adults at risk, appropriate Disclosure and Barring Service checks should be made through the Oxford Security Service Vetting and Screening team, prior to the commencement of the arrangement *(HRA clause 20).*

1. **Health and safety**

Honorary Researchers are subject to the University’s health and safety rules and policies *(HRA clause 21)*.

1. **Insurance**

Honorary Researchers will be covered by the University’s liability insurances whilst they are undertaking agreed University research activities in their voluntary research role (*HRA clause 22*).

1. **Termination**

The University may remove permission for anyone to act as an Honorary Researcher at any time and without notice by informing them in writing. Similarly the Honorary Researcher may choose to no longer be considered an Honorary Researcher and no longer use the facilities made available to them without notice. The Honorary Researcher is asked to inform the Head of Department in writing should they no longer wish to undertake research in the Department.

1. **Further help**

If you would like further help or advice about Honorary Research Agreements, please contact your HR Business Partner or a member of the HR Policy Team.

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