**Outbound Secondment Agreement Template – Marie Sklodowska Curie fellows**

Version date: 23 January 2020. See full version history further below.

**About this template:**

This template is to be used when a University employee who is employed as a Marie Sklodowska Curie fellow will be seconded to perform work for another institution or company (the ‘Host’) for a limited period. The University will continue to pay its employee and some particular terms apply related to the underlying European Union funding scheme. Employees that participate in the Global Mobility Fellowship subset of the scheme work on a seconded basis with a third party for two years, before returning to the University for the final year.

Items in yellow in the template are to be completed, items in blue indicate a choice of different options. Drafting notes regarding the options and the agreement more generally are set out further below.

Information about the process of awarding secondments is available on the HR Support website ([*https://hr.admin.ox.ac.uk/secondments*](https://hr.admin.ox.ac.uk/secondments)), and the most up-to-date version of this template is available from your HR Business Partner.

**Advice on using this template:**

Please let your HR Business Partner know whenever this secondment agreement is being used. In particular, please seek guidance before entering into an agreement with any substantive amendments to the template terms, or in the following circumstances:

* The secondment is not part of the Marie Sklodowska Curie fellowship scheme (instead request a general template from your HR Business Partner).
* An employee of a third party institution or company will be seconded to perform work at the University (instead, use the Inbound Secondment Agreement available from your HR Business Partner).
* The University employee will end their employment with the University and start a new employment (and be paid by) the third party. Such agreements are sometimes entered into for employees moving from roles with the University to a College. Contact your HR Business Partner if this is the case.
* The University employee will be based outside the UK. In addition to the requirement to work with the Staff Immigration Team on any visa requirements, advice may be required on whether any local tax, social security or employment law provisions will apply to the Secondee which need to be considered.

**Version history**

Before using this template, check with your HR Business Partner as to whether a more up to date version of the template is available.

|  |  |
| --- | --- |
| **Date** | **Changes** |
| 23 January 2020 | Additional template based on October 2019 outbound secondment agreement drafted for specific use with Marie Sklodowska Curie fellows |
| 22 October 2019 | Template reviewed and amended by LSO to re-order clauses and delete repetition. Updated data protection and IP terms. Updated and included further options for terms on University work during secondment; payment, termination, liability and posted workers to reflect issues raised when agreements are negotiated.  |
| December 2013 | Template reviewed and amended by Lewis Silken  |

**Drafting notes**

Drafting notes regarding different clauses of the template are as follows:

| **Clause** | **Drafting notes** |
| --- | --- |
| 6a) | This clause assumes that the Secondee will only be performing work on the specified project. If the Secondee may do other general duties for the Host, the words in brackets should be deleted (and it may need to be considered whether there is a separate approach to IP for project vs general work).  |
| 12 - Expenses | Options have been provided for the University or the Host to be responsible for the costs of expenses. In any event, it is worth clarifying with the Secondee in advance whether travel costs from their home to the Host or other likely expenses will be awarded by the University or Host.  |
| 18 – No Host instructions to breach Contract | To allow the Host to comply with this clause, the University would need to provide the Host with a copy of the Secondee’s Contract (including any variations thereof). This would be particularly important where for example the Secondee has contractually agreed hours of work.  |
| 20 – Posted Worker | If the Secondee will be based outside the UK, but within the EU, they may have the benefit of core minimum employment terms in that country in regards to minimum pay, minimum holidays, minimum rates of pay, health and safety at work, protection for women who are pregnant or have given birth and against sex discrimination. If so, this clause should be included and the Host should be requested to provide information about these minimum terms in advance. Whilst unlikely, if these minimum terms are greater than what the University employee already receives, the University will be required to provide the enhanced benefits during the period of the Secondment. As described above, please inform your HR Business Partner generally if a secondment is overseas, as there may also be additional tax, social security or additional employment law requirements.  |
| 27 – Confidentiality  | Whilst this clause defines ‘other confidential information’ broadly, if there are particular types of confidential information which are especially important, they can be added to the non-exhaustive list of example of confidential included in the clause.  |
| 39 – Host Termination | This optional clause provides additional circumstances in which the Host may terminate the agreement immediately. These clauses would not normally be offered initially, but may be agreed as part of negotiations.  |
| 42 – Insurance | Note that the Host may seek to make the obligation to insure (which is currently on the Host) mutual, but this should not be agreed as the University’s insurances will not normally cover its employees during an external secondment (exposing the University to significant potential liability if it is therefore in breach of this newly agreed mutual obligation).  |
| 44 – Liability | This optional clause commits the University to indemnify the Host in relation to certain types of claims by the Secondee. It would not normally be offered initially, but could be agreed as part of negotiations if required.If the clause is included, clauses 45 to 47 should also be included to limit the University’s liability and give the University more control over any claims under the indemnity. The limit on the University’s liability will need to be determined by the relevant Department. Whilst the smaller the cap the better, it is likely that any indemnity cap placed on the University’s indemnity would also be insisted upon by the Host on their liability. Conversely, the Department should not agree any cap that is greater than their financial resources (if the indemnity were called upon), or agree to a University indemnity without a cap at all. Optional language is also included in clauses 45 and 48 to give the same limitations and controls to the Host. Depending on the bargaining position between the parties, it is likely that the same arrangements would be applied to both the University and the Host.  |

[*GENERAL NOTE****:*** Before finalising the agreement, press CTRL+A, then F9 to automatically update clause reference. Any new clause references which have been added to the template manually will need to be checked separately.]

**SECONDMENT AGREEMENT FOR [*EMPLOYEE NAME*]**

THIS AGREEMENT is made between:

1. **The Chancellor, Masters and Scholars of the University of Oxford**, whose administrative offices are at Wellington Square, Oxford, OX1 2JD (the “**University**”);
2. [***Insert full legal name of external organisation***] of [*insert address*], [*if limited company, insert company registration number*] (the “**Host**”); and
3. [***Insert employee name***], of [*Department*], University of Oxford (the “**Secondee**”),

together, the “**Parties**”, separately, a “**Party**”.

**RECITALS**

1. The Secondeeis employed by [*insert Department*] of the University as [*insert* *job title*] under the terms of a contract of employment dated [*insert date*] (as subsequently amended, if applicable) (the “**Contract**”).
2. The University has agreed that the Secondee shall be seconded to the Host for the period and the purpose set out in this Agreement, subject to the terms and conditions of this Agreement.

**THE PROJECT**

1. [*For Global Mobility Fellows*] [The University and the Host are carrying out a Marie Skłodowska-Curie [*insert type of project*] project entitled [*insert project title*] (*the “***Project**”), pursuant to the EC Grant Agreement dated [*insert date*] (the “**Main Agreement**”).]

OR

1. [*For other Fellows working within ITNs*] [The University and the Host are collaborating within a Marie Skłodowska-Curie [*insert type of project*] project entitled [*insert project title*] (*the “***Project**”), pursuant to the EC Grant Agreement dated [*insert date*] (the “**Main Agreement**”).]

**THE SECONDMENT**

1. The Secondee shall be seconded for the purposes of the Project to the Host for the period between [DATE] and [DATE] or such earlier termination date as may arise by operation of this Agreement, or such later date as is agreed in writing by all the Parties (the “**Secondment**”). If this Agreement is entered into after the start date of the Secondment specified above, it shall apply retrospectively to work carried out during the Secondment from such start date.
2. Further details regarding the expected programme of work that the Secondee shall perform in relation to the Project is set out in **Schedule** [**1**]. A career development plan must be agreed with the Secondee at the outset of the Secondment.
3. During the Secondment, the Secondee shall hold the role title of [*insert role title*], reporting to [*insert name, job title, department*], (“**Host Contact**”).
4. During the Secondment the Secondee shall:
5. carry out any tasks that are reasonably requested by the Host in conjunction with the Project (and shall not carry on any work at the Host that is not connected to the Project);
6. carry out such tasks with all due care and skill;
7. report on day-to-day matters to the Host Contact;
8. continue to report to and be managed by [*insert name*], [*insert title*/*Departmen*t] (the “**University Contact**”) and inform the University Contact as soon as reasonably practicable if they have any issues or concerns about the Secondment or the work that they are doing; and
9. obtain the prior approval of the University Contact in the usual way before taking any holiday or other approved absences and at the same time as seeking the University’s approval, notify the Host Contact of the proposed dates of the leave.
10. It is acknowledged that the Secondee may be required to carry out duties or attend meetings or calls for the University from time to time during the Secondment, but time spent on these matters should not be such that they adversely affect the Secondee’s work for the Project. The Secondee shall notify the Host Contact and University Contact if the University work is expected to require more than a total of [1] hour in any week.

**LOCATION**

1. During the Secondment, the Secondee shall be based at the Host’s premises at [*insert address*], which shall become the Secondee’s normal place of work for the duration of the Secondment only. The Secondee may also be required to undertake travel on business for the Project (or in relation to their ongoing employment with the University).

**EQUIPMENT**

1. The Secondee shall be entitled to use the existing equipment and facilities of the Host, subject to the same restrictions which apply to Host employees on the use and sharing of that equipment and facilities. The Secondee shall only use that equipment and facilities for the Project.

**PAYMENT**

1. The University shall continue to pay the Secondee’s remuneration and provide any benefits pursuant to the Contract. Where applicable, the Secondee will remain in the relevant University or NHS pension scheme and service whilst on the Secondment will be treated in all respects as continuous service with the University.
2. Any payments and funding due to the University or the Host (if at all) in respect of the Secondee’s work are as set out in the Main Agreement and **Schedule [2]** to this agreement. As such, [unless expressly stated elsewhere,] this Agreement itself does not create any rights between the University and the Host to claim from the other any costs of employing or hosting the Secondee.

**EXPENSES**

1. [The Secondee shall continue to apply to the University for the payment of any necessary travelling and work expenses incurred during the Secondment in accordance with the University’s normal expenses procedures. [*Optional – see drafting notes*][For the avoidance of doubt, the Secondee’s costs of travel between their home and the new normal place of work described above in clause 8 shall not be recoverable as an expense.]

OR

1. [The Host shall reimburse the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee in connection with the Secondment, if such expenses are approved in advance and are evidenced in such manner as the Host may specify from time to time.] [For the avoidance of doubt, the Secondee’s costs of travel between their home and the new normal place of work described above in clause 8 [shall/shall not] be recoverable as an expense.]

**MANAGEMENT DURING THE SECONDMENT**

1. At all times during the Secondment, the Secondee shall be and remain an employee of the University. Except as expressly set out in this Agreement, the Secondee shall remain subject to the Contract in accordance with its terms and shall continue to comply with any policies and procedures issued by University from time to time. For the avoidance of doubt, the Secondee shall not by virtue of this Agreement or the relationship it establishes be an employee or worker of the Host.
2. Whilst the Host shall have day-to-day oversight of the Secondee’s activities in respect of the Project, the University shall continue to deal with any Management Issues concerning the Secondee. For the purposes of this Agreement, “**Management Issues**” shall be all those matters regarding the management of the employment relationship between the University and the Secondee including (without limitation) appraisals and performance issues; pay reviews; approvals for periods of annual, sick or other leave; grievances raised by the Secondee and disciplinary matters.
3. Where a Management Issue may affect the work the Secondee is doing in relation to the Project, the University shall consult with the Host before taking any formal action or approving any leave (or when it is not reasonably practicable to consult before taking the action, notify the Host as soon as possible that the action has been taken).
4. The Host shall notify the University of any issues that may be relevant to a Management Issue (including without limitation any performance concerns, any disciplinary or grievance matters and/or any breach of the University or the Host’s policies and procedures). The Host shall provide the University with such further information and assistance as the University may reasonably require to deal with any Management Issues or to carry out its obligations as the Secondee's employer.
5. The Host shall not, and shall not require the Secondee to do anything that shall, breach the Contract or the Main Agreement. The Host shall have no authority to vary the terms of the Contract or make any representations to the Secondee in relation to the terms of the Contract.
6. The Parties shall each notify each other if they identify any potential conflicts between the Secondment and the Secondee’s obligations as an employee of the University.
7. [*Optional – see drafting notes*] [If the Secondee shall be based outside the United Kingdom, but within the European Union, and the Posted Workers Directive 96/71/EC applies to the Secondment, the Host shall notify the University prior to the commencement of the Secondment of the minimum local terms of employment that will apply to the Secondment under the Directive.]

**HOST POLICIES AND PROCEDURES**

1. In the course of the Secondment, the Secondee shall also abide by all relevant standards, policies, codes of practice and regulations governing the conduct of the staff of the Host where applicable as if the Secondee were an employee of the Host including but not limited to the Host’s policies concerning health and safety, equal opportunities, standards of conduct, bullying and harassment, academic integrity, use of IT facilities, data protection, confidentiality, and conflicts of interest. Whilst the Secondee is required to comply with these policies and procedures, the terms of the same do not though form part of this Agreement or the Contract.
2. During the Secondment, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was the Secondee’s employer and the Host shall comply with the University’s reasonable requests in connection with the University’s duties in relation to the health and safety of the Secondee.

 **INTELLECTUAL PROPERTY**

1. During the Secondment, the terms of the University’s Statutes and Regulations, as may be amended by the University from time to time (the “**Statutes**”) relating to intellectual property shall continue to apply to the Secondee. The University will therefore be entitled to claim ownership of intellectual property created by the Secondee during the Secondment. Accordingly, the University may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for such intellectual property, including filing and prosecuting patent applications for any such intellectual property and taking any action in respect of any alleged or actual infringement of any such intellectual property.
2. Whenever the Secondee participates or is engaged in research work within the University being research work which is funded in whole or in part by an outside body on terms that any intellectual property devised, made or created in the course of such work shall be patented, dealt with or otherwise used or exploited in such manner as the outside body may direct, any such intellectual property shall be subject to the terms of the agreement with the outside body and the Secondee is required to comply with all obligations (including those of confidentiality) imposed by that agreement.
3. Notwithstanding the above, and unless expressly agreed otherwise, the Main Agreement’s provisions with respect to intellectual property ownership as between the Host and the University will take precedence. Each of the Host and the University will (and will ensure that its directors employees, consultants and sub-contractors will) take any action and execute any document reasonably required to give effect to such agreed-upon intellectual property ownership position (including executing confirmatory assignments for filing or maintenance of patent applications), or to enable its registration in any relevant territory provided the requesting party pays the other party’s reasonable expenses.

**CONFIDENTIALITY**

*Confidential Information regarding the Project*

1. The provisions of the Main Agreement governing confidentiality shall apply in respect of information defined in the Main Agreement as Confidential Information. The Secondee shall comply with these provisions whether or not the Secondee is a party to the Main Agreement. A copy of the relevant provisions is contained in **Schedule** [**3**] of this Agreement.

*Other Confidential Information*

1. In this Agreement “**Other Confidential Information”** means all confidential information and trade secrets of the Host, which includes but is not limited to information relating to the Host’s research and development, financial affairs, staff, operations, processes, know-how, design rights, trade secrets, market opportunities and business, academic or research affairs, but excluding information governed by the Main Agreement.
2. The Secondee shall keep any Other Confidential Information of which they become aware strictly confidential, shall not disclose it to the University or any other party, shall not use it for any purpose other than the Secondment and shall not keep any copies of it after the end of the Secondment.
3. The University shall keep confidential and if requested return any Other Confidential Information of which it becomes aware, and shall notify the Host if it becomes aware that the Secondee is acting in contravention of clause 28.
4. Clauses 28 and 29 shall not apply to information which:
	1. is in or comes into the public domain (unless it is in the public domain due to the Secondee or University being in breach of any obligation of confidentiality);
	2. the Secondee or University (as applicable) can show was already known to it (or had been independently generated by it) prior to its receipt or disclosure;
	3. is approved for release in writing by an authorised representative of the Host; or
	4. the Secondee or University (as applicable) is required to disclose by law or regulation or by order of a competent authority (including any regulatory or governmental body); provided that, where practicable, the Host is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligation of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance.
5. Nothing in this agreement shall prevent the Secondee from: disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998 (provided that this disclosure is made in accordance with the provisions of the Act); making a disclosure to a regulator regarding any misconduct, wrongdoing or breach of regulatory requirements; reporting a criminal offence to any law enforcement agency; co-operating with a criminal investigation or prosecution; making a disclosure required by law or disclosing information to the Secondee’s regulated legal or health care professional.

**DATA PROTECTION**

1. In order for the Parties to enter into and perform their respective obligations under this Agreement:
	1. the University will need to provide the Host with certain personal data relating to the Secondee. This information shall be provided in accordance with the University’s data protection policy;
	2. the Host will need to collect from the Secondee and receive from the University certain personal data relating to the Secondee. This information shall be processed in accordance with the Host’s data protection policy and the Host’s privacy statement, which the Host shall make available to the Secondee.
2. Both the Host and the University acknowledge that certain personal information relating to their staff and students, including but not limited to the Secondee, may be shared between them pursuant to this Agreement. Each of the Host and the University will be responsible for determining the purpose and means of processing of that personal data, and will do so in accordance with applicable data protection legislation. With respect to any personal data shared between them pursuant to this Agreement, the Host and the University shall:
	1. share personal data with each other, and process such shared personal data, only for the purposes of entering into and performing their respective obligations, and exercising their respective rights, under this Agreement, not retaining such personal data for any longer than is necessary for such purposes;
	2. implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of the Secondee’s personal data and against accidental loss and destruction of or damage to the Secondee’s personal data;
	3. ensure the reliability of any of its personnel who have access to such personal data received from the other Party and ensure that such personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
	4. co-operate with each other as reasonably necessary in order to enable each Party to comply with its respective obligations under applicable data protection legislation, including:
		1. providing each other with reasonable assistance in complying with any data subject request (including access, rectification, or deletion requests) and queries or complaints made under applicable data protection laws;
		2. providing each other with reasonable assistance in complying with any obligations under applicable data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		3. notifying each other without undue delay on becoming aware of any breach of applicable data protection legislation in relation to the shared personal data (to the extent such breach has an effect on the other Party’s compliance with such legislation) and provide assistance to the other Party as is necessary upon reasonable request to facilitate the handling of any data security breach relating to such personal data in an expeditious and compliant manner; and
	5. ensure that data subjects have a right to access personal data relating to them and to have such personal data rectified, erased or blocked if the processing is not in accordance with this clause 33 (particularly if the personal data is incomplete or inaccurate), and to object to the processing of personal data relating to them on compelling legitimate grounds.
3. Without limitation to clause 33, with regard to the processing of personal data pursuant to this Agreement, each of the University and the Host will deal promptly and properly with any reasonable inquiries from the other or from any data subject, cooperate with relevant supervisory authorities, and cooperate with each other in the event of a complaint, dispute or claim, with a view to resolving it amicably and in a timely manner.
4. The Secondee shall comply with the Host’s data protection policy when handling personal data relating to any employee, worker, contractor, student, study participant, client, supplier or agent of the Host.

**TERMINATION**

1. The Secondment may be terminated at any time by the University or the Host giving [three months’] notice in writing to the other Parties. The Secondee shall have no right to terminate the Secondment before its end-date.
2. This Agreement shall automatically terminate without the need for notice:
	1. on the expiry of the Secondment as described in clause 3; or
	2. if and on the date the Secondee’s employment with the University is terminated for any reason.
3. Either the Host or the University may terminate this Agreement immediately by serving written notice having immediate effect if:
	1. the Main Agreement is terminated for any reason;
	2. in the terminating Party’s reasonable opinion, the Secondee has committed a disciplinary offence that would justify dismissal;
	3. the other Party has committed a material breach of this Agreement, the first party has already served written notice allowing at least one calendar month for the breach to be remedied, and the breach has not been remedied within this time; or
	4. the other Party becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.
4. [*Optional – see drafting notes*] [The Host may also terminate the Agreement immediately by serving written notice having immediate effect if:
	1. [the Secondee has committed a material breach of this Agreement, the Host has served written notice allowing at least one calendar month for the breach to be remedied (where remediable) and the breach has not been remedied within this time; or]
	2. [the Secondee has been or has notified that they will be absent for a period of more than [25% of the duration of the Secondment *OR* more than [50] working days in any 52-week consecutive period] and the Host has first provided the University with 10 working days’ notice of its proposed termination; or]]
	3. [the Host reasonably considers that the Secondee is not performing the Project with due care and skill, or is not making the progress in the Project that would reasonably be expected, and the Host has first provided the University with 10 working days’ notice of its proposed termination.]
5. Any delay by the University or by the Host in exercising the right to terminate shall not constitute a waiver of such rights.
6. On termination of the Secondment howsoever arising the Secondee shall vacate the Host’s premises and, unless permitted otherwise by the Main Agreement, deliver to the Host any property of the Host which remains in their possession.

**LIABILITY**

1. The Host shall take out and maintain in full force with a reputable insurance company for the duration of the Secondment adequate insurance cover for any loss, injury and damage caused by or to the Secondee during the Secondment, and shall produce evidence of such cover on request.
2. The Host shall indemnify the University fully and keep the University indemnified fully at all times against any claims arising from any loss, injury, damage or costs suffered, sustained or incurred by:
3. the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees, contractors or agents during the Secondment; or
4. a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee in the course of performing the Secondment.
5. [*Optional – see drafting notes*] [The University shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the University or its termination during the Secondment, including without limitation any claims against the Host arising from the Secondee not being properly paid by the University during the Secondment or any claims that the Secondee has become an employee of the Host or that the Secondee has been unfairly dismissed (except for any claim relating to any act or omission of the Host or its employees, contractors or agents that is not contemplated by this Agreement).]
6. [*Optional – see drafting notes. Only include clauses 45 to 47 if the University indemnity in clause 44 is being included*] [Subject to clause 46, the University’s liability to the Host under clause 44 [and the Host’s liability to the University under clause 43] shall not exceed [£100,000 (one hundred thousand pounds)].
7. The limitation in clause 45 shall not apply to:
	1. any deliberate default by the Party claiming the benefit of the limitation; or
	2. any liability which cannot be legally limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
8. If the Host becomes aware of any claim or other circumstances which may reasonably be considered likely to give rise to a liability under the indemnity in clause 44 (a “**Claim**”), then as a condition of the Host being able to be indemnified in respect of the Claim under clause 44, the Host shall:
	1. as soon as reasonably practicable, give written notice of the Claim to the University, specifying the nature of the Claim in reasonable detail;
	2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the University (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Host may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the University, but without obtaining the University's consent) if the Host reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
	3. subject to any limitations required by law, give the University and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers to obtain information from them to assess the Claim, and to any relevant assets, accounts, documents and records within the power or control of the Host, so as to enable the University and its professional advisers to examine them and to take copies (at the University's expense) for the purpose of assessing the Claim; and
	4. subject to the University providing security to the Host to the Host's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the University may reasonably request to avoid, dispute, compromise or defend the Claim.]
9. [*Optional even if clause 45 and 47 is included*][If the University becomes aware of any claim or other circumstance which may reasonably be considered likely to give rise to a liability under the indemnity in clause 43, then as a condition of the University being able to be indemnified in respect of that claim under clause 43, the University shall take such steps as set out in sub-clauses 47(a) to 47(d) above (with references to the ‘University’ being read as the ‘Host’ and vice versa).]

**RESTRICTIVE COVENANTS**

1. [*For Global Mobility Fellows:*] The Secondee is obliged under the terms of the Main Agreement to return for a mandatory period of 12 months to the University. Therefore, the Host shall not at any time during the Secondment or within twelve months of its termination, directly or indirectly, induce or seek to induce the Secondee to leave employment with the University, or employ or engage the Secondee without the University’s prior written consent.

 [OR]

1. [*Optional for other MSC fellow*] The Host shall not at any time during the Secondment or within six months of its termination, directly or indirectly, induce or seek to induce the Secondee to leave employment with the University, or employ or engage the Secondee without the University’s prior written consent.

**NOTICES**

1. The University’s representative for the purpose of receiving notices shall until further notice be [*insert name of department administrator*] of [*insert department*] of [*insert business address*], [*insert email address*].
2. Notices to the Secondee shall be delivered to the Secondee directly, in person or at [*insert email address*].
3. The Host’s representative for the purpose of receiving notices shall until further notice be [*insert Host representative name and title*], of [*insert business address*], [*insert email address*].
4. Notices must be in writing and may be served in person, by recorded or registered post or by electronic mail.

**MISCELLANEOUS**

1. Reflecting audit requirements that must be met under the Main Agreement, the Host must allow access to its sites and premises, including to external personal and bodies, for on-the-spot reviews and must ensure that information requested is readily available.
2. Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
3. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University and the Host or the relationship between them of principal and agent.
4. Neither the University nor the Host shall use the name of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other.
5. This Agreement constitutes the entire agreement between the Parties in relation to the Secondment and no statements or representations made by any Party have been relied upon by the others in entering into this Agreement. Any variation shall be in writing and signed by authorised signatories for all Parties.
6. A person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
7. This Agreement may be executed in two or more counterparts, each of which will constitute an original but which, when taken together, will constitute one instrument.
8. This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

This Agreement has been entered into on the date that it has been executed by all the Parties.

**University**

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** | )))) |  |
| Name: |  |
| Position: |  |
| Date: |  |

**Host**

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **[*Insert Host legal entity name***] | )) |  |
| Name: |  |
| Position: |  |
| Date: |  |

**Secondee**

|  |  |  |
| --- | --- | --- |
| **SIGNED** by [***Insert name of Secondee***] | )) |  |
| Date: |  |

 [**Schedule 1**

**Programme of Work**]

[*Complete with description of the work that the Secondee will perform*]

[**Schedule 2**

**Financial arrangements**]

**[Schedule 3**

**Confidentiality provisions of the Main Agreement]**