

Standard Terms and Conditions for Visitors

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 the Isaac Newton Institute for Mathematical Sciences (“You”).**

Background and Definitions:

You have been provided with a Confirmation of Resources Letter setting out the particulars of Your visit (“Your Resources Letter”). “This Agreement” shall mean Your Resources Letter and these standard terms and conditions. The following definitions apply in this Agreement:

“Activities” means the activities You are undertaking at the Institute as set out in Your Resources Letter or as otherwise agreed between the parties;

“Director” means the Director of the Institute from time to time;

“End Date” means the final date of your visit as set out in Your Resources Letter;

“Institute” means the Isaac Newton Institute for Mathematical Sciences;

“Start Date” means the first date of your visit as set out in Your Resources Letter

General

1. While a Visitor at the University, You will report to and be responsible to the Director for Your conduct and use of the Institute’s facilities.
2. This Agreement is deemed to have commenced on the Start Date and shall remain in force until the End Date unless 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 reimburse Your reasonable expenses as stated in Your Resources Letter. The University is not obliged to make any additional payment to You.
5. The period of Your attendance in the Institute is as stated in Your Resources Letter. You will be responsible to the Director for Your conduct.
6. You undertake to comply with all the Institute’s work rules, safety and other regulations. 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 <https://www.hr.admin.cam.ac.uk/policies-procedures> 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 Institute. You are not able to commission work on behalf of the University but the Director may do so if required for the Activities.

Termination and its consequences

9. At any time the University may, by 30 days 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, or otherwise where it is reasonable to do so, at the University’s discretion.
10. 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.
11. 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 the Director on termination or expiry of this Agreement, or upon request at any other time.
12. Clauses 16 (Confidential Information) and 19 (Publication) shall survive expiry or earlier termination of this Agreement and continue in force. Expiry or earlier termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or earlier termination.

Liability

13. 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.
14. Subject to paragraphs 13 and 15, 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.
15. Subject to paragraph 13, 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

16. From time to time You may 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.
17. Paragraph 16 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 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

18. 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.

Publication

19. You will, when publishing research involving work undertaken as part of the Activities and/or your visit to the Institute, include the following acknowledgement:

"The author(s) would like to thank the Isaac Newton Institute for Mathematical Sciences for its support and hospitality during the programme [insert programme name] when work on this paper was undertaken. This work was supported by: EPSRC grant number [insert grant reference] as per guidance provided by the Institute"

Miscellaneous

20. You shall not use the name or trade marks of the Institute or 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.

21. 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.
22. 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 Director within thirty (30) days of either party giving written notification to the other of the matter.
23. 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.
24. 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.
25. All notices served under this Agreement shall be in writing addressed to the following addresses:
You: the address stated in Your Resources Letter
The University: director@newton.ac.uk,
or such other addresses as the parties may notify to each other from time to time.