

Standard Terms and Conditions for Student Visitors

Between:

(1) The Chancellor Masters and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge, CB2 1TN (“the University”)

(2) A Student visitor spending time in a University Department (“You”) and

(3) Your Home Institution

Terminology defined in Your Student Visitor’s Letter will have the same meaning in this document. “Your Agreement” means the Student Visitor’s Letter together with these standard terms.

General

1. While You are a Student Visitor, You will report to and be responsible to Your Supervisor and the Head of the Department for Your conduct and use of the University's facilities.
2. As a Student Visitor, You will not receive any qualification awarded by the University of Cambridge. You will not be an employee or representative of the University. You will inform the University immediately if You cease to be a student of Your Home Institution.
3. The University will not make any payment to You, except that if agreed in advance it may reimburse expenses, subject to compliance with the University’s Financial Procedures Manual.
<http://www.admin.cam.ac.uk/cam-only/offices/finance/procedures/expenses/index.html>.
4. You and Your Supervisor or the Head of Department will agree the periods of Your attendance in the Department. You will be responsible to Your Supervisor and the Head of Department for Your attendance and conduct. You must agree with them all of Your Activities and how they will be undertaken. You must not do anything which has not been agreed with Your Supervisor.
5. You must obtain the consent of Your Supervisor to bring any other person onto the University's premises. If You wish to involve another person in Your Activities, and Your Supervisor consents, that person will have to sign an agreement with the University.
6. You undertake to comply with all the University’s and the Department’s rules and regulations, including those which Your Supervisor and/or the Head of Department apply to Your Activities. These include University policies relating to Health and Safety, Bullying and Harassment, Equal Opportunities, Good Research Practice, Use of Computer Facilities in the University, Data Protection, other policies or papers issued from time to time, as set out at www.admin.cam.ac.uk/offices/hr/policy/.
7. You must not try to access any information stored on the University’s computer systems, or other filing systems, or use that information unless You have the permission of Your Supervisor.

Termination and its consequences

8. At any time the University may request a review of Your Activities. If the review is unsatisfactory or, if You do not co-operate in the review, the University may terminate this Agreement on giving You one week’s written notice.
9. At any time the University may, by one month's written notice to You, terminate this Agreement where the University has an urgent need for the accommodation or facilities which You are using.

10. The University may by written notice to You immediately terminate this Agreement in case of (1) serious misconduct, and/or negligence and/or (2) where You or Your Home Institution has breached this Agreement and/or (3) where it is required for security or health and safety reasons.
11. When this Agreement terminates, or on request at any time, you must return to your Supervisor all property and information which has come into Your possession during the course of the Activities, unless your Supervisor gives You permission to keep it.

Liability

12. Your Home Institution shall indemnify and keep indemnified the University, its employees and students against any costs, loss, damages or expense suffered by them or any third party claim made against them, as a result of Your breach of this Agreement or Your negligence in connection with Your Activities or Your presence in the University.
13. Nothing in this Agreement excludes or restricts the University's liability for death or injury caused to You by its negligence, or for fraud. All other liability of the University or its staff or students to You or Your Home Institution is limited for one incident (or series of incidents) to £5000.

Confidential Information

14. If You receive confidential information relating to the research, teaching, operations and activities of the University or of its staff, students or visitors or other third parties, You must keep it secret and confidential and not use or disclose it to any other person. If it is given to You to use in Your Activities, You may only use it for that purpose. This paragraph does not apply to information that:
 - i. You already knew before You received that information or
 - ii. is or becomes lawfully available to the public
 - iii. You receive lawfully from another person.

Intellectual Property

15. Your Agreement does not change the ownership of any Background Intellectual Property used in connection with Your Activities. "Background Intellectual Property" means intellectual property owned by, and/or at the free disposal of You, Your Home Institution or the University, which is not generated as a result of Your Activities.
16. Unless otherwise agreed in Your Visitor's Letter, all intellectual property, results, documents, and other information generated by You while undertaking Your Activities ("the Results"), shall be owned by the University. Where it is agreed pursuant to any Special Condition that the Results shall not be owned by the University, the University has an automatic non-exclusive royalty-free licence to use the Results for the purposes of teaching and academic research.

Publication

17. Neither You nor Your Home Institution shall publish or publicly disclose the Results, without the prior written consent of Your Supervisor.

Immigration

19. You are responsible for ensuring you have the correct immigration permission to undertake a period of study in the UK. The University reserves the right to terminate this agreement if You enter the UK illegally or with an immigration status that does not permit You to undertake Your Activities.

Miscellaneous

20. You shall not use the name or trademarks of the University without Your Supervisor's permission.
21. In the event of a dispute, You shall try in good faith to resolve matters with Your Supervisor or the Head of Department.
22. This Agreement shall be governed by English law, and subject to the exclusive jurisdiction of the English courts.