

**Waiver for private work of staff of wishing to accept Directorships, Partnerships, Consultancies, Trade Engagements, Other Remunerated Engagements (the “Appointment”)**

**Name of Applicant** \_\_\_\_\_

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**Department/Division** \_\_\_\_\_

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The College encourages liaison between outside organisations and members of staff. College Members acting in a personal capacity must obtain the written permission of the College through their Head of Department/line manager before accepting an Appointment. Permission will normally be given so long as acceptance does not prejudice the efficient discharge of the College Member’s College and Faculty/Departmental/Divisional duties.

To safeguard its own position the College will, however, only give its permission for work in a personal capacity on the understanding that the terms and conditions set out below in this schedule shall apply. To establish the legal position, a copy of this schedule should be signed by the external organisation and referred to in, and appended to, any Agreement or Exchange of Letters which covers the appointment between the external organisation named below and the member of staff which covers the Appointment.

An external organisation seeking to engage a member of staff of the College in a personal capacity is advised, and with the intention of being legally bound, agrees that:

1. The member of staff named above is acting entirely in a personal capacity and not for or on behalf of the College nor is subject to the control of the College in this respect and shall not hold him or herself out as such.
2. The College accepts no liability for the acts or defaults of the member of staff, to the fullest extent permitted by law, whether negligent or otherwise nor does it extend any indemnity or insurance to the staff member and the external organisation agrees to and shall procure that its employees, agents and sub-contractors waive any claim against the College arising as a consequence of the Appointment of the member of staff.
3. Neither the College Crest, the College name, the College address nor the name of its departments/divisions may be used on any letterhead or similar document in connection with the engagement with the external organisation.
4. The unauthorised use of any College resources or facilities in connection with an Appointment is not allowed. In this context the term College resources or facilities does not include reasonable use of a College computer provided to an individual for work and personal use nor reasonable incoming telephone calls.

- 5 Intellectual property rights arising from the work of staff in the course of their College duties belong to the College. Intellectual property rights arising from the work of a member of the College whilst engaged in a personal capacity in work for an external organisation would normally belong to the external organisation. However, where intellectual property is generated by a member of the College staff who is working in the same area of technology, both in the course of College duties and pursuant to the Appointment with an external organisation, in order to determine whether intellectual property arose from College duties, or from the work of the external organisation or from the combination of the two, the member of staff and the external organisation shall promptly inform the College and the College will then approach the external organisation with a view to assessing the prospects of commercial exploitation to mutual benefit.
- 6 Fees will be paid in full by the external organisation direct to the member of staff.

On behalf of \_\_\_\_\_ (*external organisation*)  
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I, \_\_\_\_\_ (*name*) as an authorised signatory of the organisation  
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Confirm the acceptance of these terms and conditions.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_