XXX

**University of XXX**

XXX

XXX

**09/02/2023 Our ref: XXX**

Dear XXX

**HDR UK Wellcome Biomedical Vacation Scholarships Programme**

I am writing to confirm the terms on which HDR UK and XXX (the “**Host Institution**”) have agreed to collaborate to deliver HDR UK Wellcome Biomedical Vacation Scholarships Programme (the “**Programme**”).

1. **Background**
   1. HDR UK has been awarded a grant from the Wellcome Trust (the “**Funder**”) to provide a total of 30 Wellcome Biomedical Vacation Scholarships for the summer vacation periods over the course of 2020-2024. In 2020 and 2021 COVID-19 restrictions meant that HDR UK was unable to deliver the Programme and accordingly the 30 HDR Wellcome Biomedical Vacation Scholarships (the “**Scholarships**”) will be awarded over the period 2022-2024.
   2. HDR UK is partnering with a number of universities and research institutions that will act as host institutions and propose projects, provide academic supervision, and employ successful student applicants for the Programme.
   3. The number of projects to be awarded to each host institution under the Programme is not fixed and is likely to vary from year to year.
   4. Host Institution has agreed to participate in the Programme as set out in this letter.
2. **Framework**
   1. This letter sets out:
      1. the terms and conditions that will apply to the Host Institution’s participation in the Programme; and
      2. the process for HDR UK and Host Institution to agree the vacation scholars to be employed by the Host Institution and funded by HDR UK as part of the Programme (“**Vacation Scholar(s)**”).
   2. HDR UK and Host Institution shall each appoint a Programme manager (the “**Programme Manager**”) who will be authorised to:
      1. agree and approve each new Vacation Scholar by signing the Vacation Scholar Details Forms in the form set out in Annex 2 for and on behalf of HDR UK and Host Institution as applicable;
      2. agree and approve the format and content of the Programme Scholarship opportunities to be advertised and offer letters to be issued to successful student candidates and any other joint documentation to be issued as part of the Programme; and
      3. take decisions in relation to any matters that come up relating to the participation of the Host Institution or any individual Vacation Scholar in the Programme.
   3. The first Programme Managers shall be:
      1. for HDR UK, Christopher Yau, [XXX@hdruk.ac.uk](mailto:XXX@hdruk.ac.uk); and
      2. for Host Institution, XXX, XXX; and

any replacement for these Programme Managers will be notified by HDR UK to the Host Institution or by the Host Institution to HDR UK as applicable in writing.

* 1. All Vacation Scholar Details Forms signed by both Programme Managers will be subject to the terms and conditions of this letter and will form part of the agreement between HDR UK and Host Institution for the Programme as if they were set out in this letter.
  2. The Programme Managers will each keep copies of the fully signed version of this letter and all Vacation Scholar Details Forms.

1. **Responsibilities**
   1. HDR UK and Host Institution agree to comply with the Programme Funder terms and conditions, a copy of which is attached as Appendix 3 (“**Funder Terms**”).
   2. HDR UK and Host Institution shall carry out the Programme activities allocated to them as set out in Appendix 1 to this letter.
   3. Host Institution will employ Vacation Scholars on Host Institution’s standard terms and conditions for employees at the Host Institution.
   4. Host Institution shall be solely responsible for the conduct of the Vacation Scholar as an employee of the Host Institution. Host Institution shall inform HDR UK of any issues or concerns related to the conduct of the Vacation Scholar which may result in disciplinary action or dismissal promptly upon becoming aware of any such issue.
   5. Host Institution will ensure that all Vacation Scholars employed by them comply with all of the Funder Terms which are applicable to the Vacation Scholars.
   6. Host Institution will provide the reports set out in Appendix 1 to HDR UK in a timely manner.
2. **Payments**
   1. For each Vacation Scholar, HDR UK will pay to Host Institution the:
      1. salary;
      2. travel and accommodation costs; and
      3. project expenses;

in the amounts set out in the applicable Vacation Scholar Details Form signed by both Programme Mangers.

* 1. Host Institution will invoice HDR UK and HDR UK will pay Host Institution as set out in Appendix 3 Administration of Funding.
  2. If:
     1. a Vacation Scholar who has accepted the offer of a Scholarship, subsequently does not proceed with the Scholarship; or

* + 1. a Vacation Scholar does not complete the Scholarship;

the Programme Managers will agree the amount of any refund from Host Institution to HDR UK, if any.

1. **Intellectual Property**
   1. HDR UK and Host Institution will each own all intellectual property rights in materials created by them in carrying out their activities for the Programme and hereby grant to each other a non-exclusive, royalty-free licence to use each other’s intellectual property rights for the purpose of delivering the Programme.
   2. As employer of the Vacation Scholar, Host Institution will own all intellectual property rights in materials created by the Vacation Scholar and will manage such intellectual property rights in accordance with the Funder terms and conditions and its own internal intellectual property policies.
2. **Publication** 
   1. Any publication of work carried out by the Student will be made in accordance with standard academic practice and will include the acknowledgement of the Programme set out in Appendix 1 to this letter.
3. **Communications and Branding**
   1. The Programme Managers will agree the content and timing of any public communications and announcements relating to the Host Institution’s and Vacation Scholars’ participation in the Programme, or work carried out by Vacation Scholars.
   2. The Programme Mangers will ensure that all communications and announcements comply with the applicable branding guidelines of HDR UK, the Funder and the Host Institution.
4. **Confidentiality**
   1. HDR UK and Host Institution will keep confidential any information of a confidential nature disclosed to them by the other and will only use this confidential information for the purposes of carrying out their activities for the Programme.
   2. This obligation of confidentiality will not apply to any information which:
      1. is, or subsequently becomes, publicly available other than through breach of these terms;
      2. the receiving party can demonstrate was known to it or subsequently independently developed by it;
      3. was lawfully acquired without an obligation to keep it confidential from a third Party who did not obtain it from the receiving party;
      4. is required to be disclosed by law or to any regulatory authority or court of competent jurisdiction; or
      5. is required to be disclosed pursuant to a request under applicable freedom of information law.
5. **Data Protection**
   1. HDR UK and Host Institution acknowledge that, under the Funder terms and conditions, they are obliged to collect and share sensitive personal data relating to student applicants to the Programme with each other and the Funder for the purposes of complying with the widening participation and reporting obligations.
   2. Each of HDR UK and Host Institution will act as independent controllers in relation to all personal data processed by them in carrying out their activities for the Programme and shall comply with their respective obligations under applicable data protection laws.
   3. Each of HDR UK and the Host Institution will promptly provide the other with such reasonable cooperation, notification, information, and assistance as required from time to time to enable them to comply with their obligations under applicable Data Protection Laws.
6. **Liability**
   1. Subject to clause 9.3, the total aggregate liability of each of HDR UK and Host Institution to the other for any breach of the terms of this letter or arising in any other way out of the subject matter of this letter shall not exceed the total aggregate sums payable by HDR UK under Vacation Scholar Details Forms signed by the Programme Managers.
   2. Subject to clause 9.3, the liability of each of HDR UK and Host Institution to the other for any breach of the terms of this letter or arising in any other way out of the subject matter of this letter, will not extend to:
      1. loss of business;
      2. loss of profit; or
      3. any indirect, special, or consequential damages or losses.
   3. Nothing in this letter limits or excludes either HDR UK’s or Host Institution’s liability for:
      1. death or personal injury resulting from negligence; or
      2. any fraud; or
      3. any other liability which, by law, cannot be limited or excluded.
7. **Term and Expiry**
   1. The terms set out in this letter shall take effect from the last date of signature of this letter (and in respect of each Vacation Scholar from the last date of signature of the applicable Vacation Scholar Details Form) and shall expire on XXX.
8. **General**
   1. Except as set out in this letter, no third party may enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
   2. This letter and the Vacation Scholar Details Forms signed by the Programme Managers shall be governed by, and construed in accordance with, the laws of England and Wales and the parties agree to the exclusive jurisdiction of England and Wales.
   3. This letter and the Vacation Scholar Detail Forms may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one document. No counterpart shall be effective until each party has executed at least one counterpart.
   4. Signed copies of this letter and the Vacation Scholar Details Forms delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

Please confirm acceptance to the terms of this letter by having an authorised signatory countersign below and returning a copy of the fully signed letter to HDR UK at [XXX@hdruk.ac.uk](mailto:XXX@hdruk.ac.uk).

|  |  |
| --- | --- |
| Signed ……………………………………………………  Authorised Signature for and on behalf of  **Health Data Research UK**  Name:  Position:  Dated: | Signed ……………………………………………………  Authorised Signature for and on behalf of  **XXX**  Name:  Position:  Dated: |

Appendix 1

HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME

Programme Activities

In each year HDR UK and Host Institution will carry out the activities allocated to them by the applicable due date as set out in the table below, or such other due dates as may be agreed in writing by the Programme Managers:

|  |  |  |
| --- | --- | --- |
| Activity | | Annual Indicative Due Date |
|  |  |  |
| Recruitment | | |
|  | Host Institution will propose potential projects with details of:   * the title * the name and title of the project supervisor * the activities the Vacation Scholar will carry out * the start and end dates * any specific skills to be required of applicant students e.g. specific coding skills and * their proposed advertisement for each project for posting on the Wellcome Biomedical Scholarships webpage   to HDR UK | 31st January |
|  | HDR UK and the Host Organisation shall jointly develop and approve potential projects, agree on the format and content and platforms for the advertisement of the project descriptions. | 7th February |
|  | HDR UK will post the approved advertisements for approved Host Institution projects in the HDR UK section on the Wellcome Biomedical Scholarships Webpage. | 14th February |
|  | HDR UK will carry out an initial review of all applications received by it from students for Host Institution projects. | 21st March |
|  | HDR UK will send a shortlist of up to 7 candidates for each Host Institution project to the Host Institution. | 21st March |
|  | Host Institution will review the shortlisted candidates, select its preferred candidates, confirm their eligibility and availability for the Programme, and notify HDR UK of their preferred candidate. | 30th April |
|  | Host Institution and HDR UK will jointly agree on the content of the cover letter for offer letters provided by Host Institution to selected candidates. | 30th April |
|  | Host Institution will issue offer letters to the successful candidates and employ them as a Host Institution fixed term employee. | 31st May |
|  | If a candidate does not accept the offer from the Host Institution the Programme Managers will agree whether to:   * make an offer to another candidate or * not proceed with the relevant Project in that year. | 31st May |
|  | The Programme Managers will:   * complete and sign a Vacation Scholar Details Form for each Vacation Scholar to be appointed * keep copies of the signed forms together with a copy of the signed version of this letter themselves * send copies of all signed Vacation Scholar Details Form to their internal contracts or legal team contact for filing along with the signed version of this letter in their applicable institution contracts systems. | 15th June |
| Carrying out of the Project | | |
|  | Host Institution will provide all facilities, equipment, supervision, and training required for the Vacation Scholars to carry out their projects. | Start of Vacation Scholar project |
|  | Host Institution will ensure that all Vacation Scholars write up a report on their projects and submit this to their project supervisor. | 30th September |
| Publications | | |
|  | Host Institution will ensure that all publications of work carried out by the Student contain the following acknowledgement:  *“[Insert name] was supported by a Wellcome Biomedical Vacation Scholarship awarded by Health Data Research UK (Grant Reference: XXX).”* | N/A |
| Reporting | | |
|  | Host Institution will provide a report to HDR UK for each Vacation Scholar containing:   * Start date * End date * Scientific abstract * Description of the research undertaken * Summary of project outcomes * Evaluation of the work performance of the Vacation Scholar   And any further details that maybe required by Wellcome as communicated by HDR UK from time to time. | 30th October |
| Reports need to be submitted by the 30th October immediately after each Project ends. | 30th October |

|  |  |  |
| --- | --- | --- |
| Invoicing | | |
|  | Host Institution will invoice HDR UK for the total of each fully signed Student Details Form, quoting the reference number in the relevant Student Details Form.  Invoices must be submitted to [XXX@hdruk.ac.uk](mailto:XXX@hdruk.ac.uk) | 30th October |

Appendix 2

HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME

Template Vacation Scholar Details Form

**HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME**

Vacation Scholar Details Form

HDR UK Reference Number XXX

This Vacation Scholar Details Form is entered into between:

**Health Data Research UK**, a registered charity No. 1194431 and registered company No: 10887014 in England and Wales with its registered office at Gibbs Building, 215 Euston Road, London NW1 2BEand

**XXX**

in accordance with and subject to the terms and conditions set out in the HDR UK Wellcome Biomedical Vacation Scholarships Programme letter agreement dated XXX (“**Programme Letter**”).

Terms set out in the Programme Letter shall have the same meaning in this Vacation Scholar Details Form.

HDR UK and Host Institution hereby agree that HDR UK will fund and Host Institution will employ a Vacation Scholar to carry out a project at Host Institution as part of the Programme as set out in the table below:

|  |  |
| --- | --- |
| Vacation Scholar |  |
| Project Title |  |
| Project Supervisor |  |
| Start Date |  |
| End Date |  |
| Salary (inclusive of holiday pay and NI contributions) |  |
| Accommodation and Travel Expenses | £1,500 |
| Project Expenses | £500 |

|  |  |
| --- | --- |
| Signed ……………………………………………………  Authorised Signature for and on behalf of  **Health Data Research UK**  Name:  Position:  Dated: | Signed ……………………………………………………  Authorised Signature for and on behalf of  **XXX**  Name:  Position:  Dated |

Appendix 3

HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME

Financial Arrangements

* 1. Host Institution will invoice HDR UK for the total amount of the Salary and the Expenses for each Vacation Scholar after the applicable Vacation Scholar Details Form has been signed by both Programme Managers.
  2. Invoices should be sent by Host Institution to the attention of HDR UK’s Executive Director of Finance quoting HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME and reference 2021.0172 via: [finance@hdruk.ac.uk](mailto:finance@hdruk.ac.uk).
  3. HDR UK will pay Host Institution within 30 days of receipt of an invoice from Host Institution.
  4. Host Institution will only use the funds received for the purposes of paying the Vacation Scholar’s salary and expenses for the Programme.
  5. Host Institution will:
     1. pay the Vacation Scholar regularly throughout their Vacation Scholarship, at least monthly;
     2. provide access to accommodation and travel costs at the start of their scholarship and
     3. use the expenses to provide materials and consumables for use by the Vacation Scholar.
     4. Provide HDR UK with a final report of total spend for each Vacation Scholar upon completion of their Project.

Appendix 4

HDR UK WELLCOME VACATION SCHOLARSHIP PROGRAMME

Funder Terms and Conditions

