

Standard Terms and Conditions for Temporary Work

Between:

- (1) The Chancellor Master and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge, CB2 1TN (“the University”), and
- (2) a person undertaking a Temporary Workers Assignment in the University (“You”)

1. Basis of Engagement

- a. These terms and conditions apply to occasions where you are engaged by the University to provide work on a casual basis. The University may from time to time offer you the opportunity to work on an ad hoc basis for a short term period (an “Assignment”).
- b. You acknowledge that there will be periods when no work is available and that the University has no obligation to offer you any work or to provide a minimum number of hours of work in any day, week or month.
- c. Pursuant to this relationship there is no mutuality of obligation. You are under no obligation to accept any Assignment that the University offers you and the University is not obliged to offer or provide any future work to you and is under no obligation to give any reasons for such decisions. However, if you accept an Assignment, you must inform the University immediately if you will be unable to complete it for any reason.
- d. You agree with the University that without prejudice to 1(l) your status is that of an occasional worker and that nothing in these terms and conditions or in the terms of any Assignment shall constitute an employment relationship between you and the University.
- e. You agree that the terms set out in these terms and conditions will apply to any Assignment you accept but you agree that this does not constitute a “global” or “umbrella” contract between you and the University. Each offer of work by the University which you accept shall be treated as an entirely separate and severable engagement. These terms and conditions shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.
- f. The fact that the University has offered you work, or offers you work more than once, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.
- g. You warrant that you understand that as an occasional worker there are certain legal rights conferred on employees in respect of which you will not be entitled to bring any claims including but not limited to unfair dismissal.
- h. If you are unable to provide your services at the agreed times, you must notify the person to whom you are asked to report of the reason for your absence as soon as possible but no later than 15 minutes prior to your agreed starting time on the first day of absence. If you are absent due to ill health and you qualify for statutory sick pay and have complied with the workers sickness absence policy, you will be entitled to receive statutory sick pay at the prevailing rate in respect of any period of sickness or injury during an Assignment. You will not otherwise be eligible to receive payment in respect of this period.
- i. If the University wants to offer you work it will write to you with details of the Assignment being offered.
- j. The University reserves the right to terminate an Assignment at any time for operational reasons. You will be paid for all work done during the Assignment up to the time it is terminated.
- k. Any Assignment offered will be a temporary assignment and will automatically terminate on its expiration or in accordance with clause 9 below.
- l. Nothing in these terms and conditions shall alter or prejudice in any way the terms or status of any existing employment relationship you may have with the University separately from any Assignment.

2. Conduct of Assignment

- a. The University may offer you work from time to time. The precise description and nature of your work may be varied with each Assignment and you may be required to carry out other duties as necessary to meet operational needs. You will be informed of the requirements at the start of each Assignment.
- b. Whilst you are not obliged to accept any Assignment offered by the University, if you do, during every Assignment and afterwards, as appropriate, you will:-
 - i. co-operate with the University's staff and accept the direction, supervision and control of any responsible person in the University's organisation;
 - ii. observe any relevant rules and regulations of the University to which your attention has been drawn or which you might reasonably be expected to ascertain;
 - iii. unless arrangements have been made to the contrary, conform to the normal hours of work currently operated at the University;
 - iv. take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions on the Assignment, and comply with the Health and Safety Policy of the University, a copy of which is available online at <http://www.admin.cam.ac.uk/cam-only/offices/safety/publications/hsd016m/hsd016m.pdf>;
 - v. not engage in any conduct detrimental to the interests of the University; and
 - vi. return all relevant documents materials and/or equipment to the University at the end of the Assignment.
- c. Before undertaking any Assignment you will provide the University with original documents which evidence your right to work in the UK. If you are subject to immigration control, this will include evidencing your permission to work in the UK, as conferred by UK Visas and Immigration and you agree to notify the University immediately if you cease to be so entitled at any time.

3. Place of Work

The University may offer you work at various locations. You will be informed of the relevant place of work for each Assignment. You will not normally be required to work outside the UK.

4. Hours of Work

Your hours of work on any Assignment may vary according to the requirements of that particular Assignment. Details of the hours of work in relation to a particular Assignment will be as agreed between you and the University.

If you hold leave to enter or remain as a Tier 4 (General) student, your working hours are restricted by law. You must not work more than 20 hours per week during term-time, with full-time work permitted only in vacation periods. The University may operate more stringent working restrictions depending on your course and progress of study and any work you undertake must be with the agreement of your academic supervisor.

If it is found that you have breached your permitted working hours, this agreement will be terminated with immediate effect. We are also required to report any breach of working hours to UK Visas and Immigration. This may affect your immigration status.

5. Pay

You will be paid only for hours worked on the Assignment as agreed between you and the University and specified in the Temporary Worker Assignment letter. Payment for any work carried out will be made fortnightly in arrears on submission of a claim form and will be paid into your bank account. The University will make all necessary deductions from payments as required by law and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the University at any time.

6. Holidays

- a. You agree that (without prejudice to any separate employment relationship you may have with the University) you are not an employee of the University by virtue of these terms and conditions but you may be considered a "worker" for the purposes of the Working Time Regulations 1998.
- b. Your holiday entitlement of 5.6 weeks per year will depend on the number of hours that you actually work and be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each full holiday year

(including all public holidays in England and Wales). Your holiday entitlement is therefore equivalent to 12.07% of the hours that you actually work.

- c. At the end of each Assignment, the University will pay you in lieu of any accrued but untaken holiday in respect of that Assignment.
- d. Any requests for leave must be approved in writing in advance by your line manager, but leave will not normally be approved during working hours. If you have taken more holiday than your accrued entitlement at the date this contract terminates, we shall be entitled to deduct from any payments due to you the excess holiday pay calculated on the basis set out in this clause 6.

7. Incapacity

- a. If you are absent from work due to incapacity you must notify your line manager of the reason for your absence as soon as possible but no later than [TIME] on the end of the first day of absence.
- b. In all cases of absence, a self-certification form, which is available [on the Company's intranet OR from your line manager] must be completed on your return to work and supplied to your line manager [POSITION]. For any period of incapacity which lasts for seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to your line manager [POSITION]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- c. If you are absent from work for four or more days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to statutory sick pay. Your qualifying days for statutory sick pay purposes are the working days set out in the "Work Hours" section of your Temporary Worker Assignment letter.
- d. During any period of absence due to incapacity, the level of contributions in respect of your membership of the pension scheme referred to in Clause 17 may continue, subject to the relevant pension scheme rules in force at the time of your absence.

8. Other paid leave

You are not entitled to any other paid leave.

9. Training

The University does not require you to undertake mandatory training.

10. Benefits

You are not entitled to any benefits during your engagement other than as set out in this Agreement.

11. Confidentiality

- a. From time to time in the course of your Assignment at the University, you may receive information of a confidential and/or sensitive nature relating to the operations and activities of the University or of its staff, students or visitors or intellectual property belonging to them or to third parties engaging with the University. This information may be disclosed to you orally or in writing or via restricted web access and may not always be labelled "Confidential". You agree to keep this information secret and confidential and not to disclose it to any other person (except to the extent that the information becomes publicly available through no fault of your own) and only to use it for the purpose of carrying out your Assignment. You also agree to take all reasonable measures to ensure the confidentiality of the information and to return any documents containing confidential or sensitive information at the end of your Assignment or earlier at the University's request. Your undertakings regarding confidentiality and secrecy will continue indefinitely beyond the end of your Assignment.
- b. The restriction in this clause does not apply to:

- i. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- ii. use or disclosure that has been authorised by the University or is required by law or in the course of your duties.

12. Intellectual Property

- a. For the purposes of this clause **IP Rights** means all intellectual property rights in any part of the world which subsist or will subsist now or in the future, in any information, work, results, inventions, software, lectures, course notes, exercises, assessments or other intellectual property in any form, which are **created by you in the course of the Assignment** including without limitation patents, trade marks, service marks, registered designs, copyright and rights in copyright, database rights, design rights, rights in design, tradenames and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, confidential information (including knowhow and trade secrets), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extension of, such rights and all similar or equivalent rights or forms of protection;
- b. Unless otherwise agreed in writing all rights, title and interest in and to IP Rights shall be governed by the University's policy on Intellectual Property Rights (as published in Ordinances, Chapter XIII) as if you were an employee of the University.
- c. You shall be responsible for obtaining any necessary third-party consents in respect of any intellectual property incorporated into the IP Rights by you.

13. Termination

Either party may terminate an Assignment at any time, for any reason, with immediate effect and without liability by giving notice to the other that they no longer wish to continue with the terms of these terms and conditions. Payment will be made for any work undertaken and holiday accrued to the date of termination, unless you are subject to an immigration condition which restricts your working hours and you breach those conditions. In those circumstances, no payment will be made for work undertaken in breach.

14. Changing Terms and Conditions

The University may review its requirement for occasional workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage temporary workers, the University may terminate an Assignment with immediate effect by giving notice in writing to you and you may, at the University's absolute discretion, be offered a new Assignment for casual work on the amended terms.

15. Data Protection

By signing this Contract you understand that the University will need to process your personal data, including sensitive data, for the purposes of managing your Assignment(s), as described at <https://www.hr.admin.cam.ac.uk/hr-staff/hr-data/how-we-handle-your-personal-data>.

16. Grievance and discipline

Your attention is drawn to the Conduct provisions, the Complaints procedures and Mutual Respect policy referred to in the Handbook for Workers, which is available at https://www.hrsystems.admin.cam.ac.uk/files/workers_handbook_final_dec_16_update.doc. These procedures do not form part of this contract.

17. Pension

Your attention is drawn to the pension provisions in the Handbook for Workers, which is available at https://www.hrsystems.admin.cam.ac.uk/files/workers_handbook_final_dec_16_update.doc

18. Collective Agreements

There is no collective agreement which directly affects your engagement as a worker.

19. Totality of Terms

This Contract is intended to fully reflect the intentions and expectations of both parties as to our future dealings and in the event of any dispute regarding your engagement as a casual worker by the University it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this Contract will only be valid where it is recorded in writing and signed by both parties. For the purpose of this clause 'Contract' shall mean the Temporary Worker Assignment Letter together with these Standard Terms and Conditions for Temporary Work. In the event of any conflict between the terms of the Temporary Worker Assignment Letter and these terms and conditions, the former shall prevail.

20. Governing Law

This contract will be governed by English law.

Signed



[Susan Wan]

For and on behalf the University of Cambridge

Please sign and return one of the enclosed copies of these terms and conditions with the signed Temporary Assignment Letter. I confirm that I have read and agree with all the terms and conditions stated above and in the Temporary Assignment Letter.

Signed



Date

08/07/2021

Name (printed) Yu Yang Tony To