**THIS AGREEMENT** is made on [ ] between:

**UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK** of Western Road, Cork (“**UCC**”); and

[ ] having its address at [ ] (the “**Employer**”) and

[Insert Name of Researcher] having its address at [ ] (the “**Visiting Researcher**”).

**IT IS AGREED AS FOLLOWS:**

1. This Agreement shall apply to the Visiting Researcher at UCC as identified and described in the Statement of Research Visit attached at Appendix 1 (the “**Research Visit**”).
2. UCC agrees to be responsible for directing and supervising the Visiting Researcher for the periods and at such locations specified in the Statement of Research Visit to enable the Visiting Researcher achieve the learning objectives set out therein. UCC confirms in doing so: (a) it can and will provide the necessary expertise and supervision; and (b) it will provide a safe place of work in accordance with its obligations under the Safety, Health and Welfare at Work Act 2005 (as amended or updated from time to time).
3. The Employer agrees to permit and facilitate the Visiting Researcher undertake the Research Visit at UCC to enable the Visiting Researcher achieve the learning objectives set out therein, and to provide any reasonable assistance as may be reasonably requested by the Visiting Researcher and/or UCC for the purposes of the Research Visit. The Employer confirms that it is satisfied the Visiting Researcher is suitable and has the necessary expertise to undertake the Research Visit.
4. The Visiting Researcher agrees to undertake the Research Visit at UCC to best of his/her ability with a view to achieving the learning objectives set out therein, to at all times follow directions of his/his Supervisor at UCC (as set out in the Statement of Research Visit), and to take reasonable care for the safety and health of themselves and others. The Visiting Researcher also acknowledges and agrees that, for the purposes Research Visit he/she is subject to UCC’s policies and procedures including, but not limited to, those relating to data protection: <http://www.ucc.ie/en/ocla/comp/data/> child protection <http://ocla.ucc.ie/dataprotection/dataprotectionpolicy.pdf;child>; duty of respect and right to dignity: <http://www.ucc.ie/en/hr/equality/policies/>, <http://www.ucc.ie/research/rio/pdf/Policies/CONFLICT%20OF%20INTEREST.pdf>. , health and safety <https://www.ucc.ie/en/policiesandprocedures/healthandsafety/> and code of research conduct <https://www.ucc.ie/en/media/research/researchatucc/policiesdocuments/UCCCodeofResearchConductV2.2FINAL141218.pdf>
5. It is acknowledged and agreed that the Visiting Researcher is and shall remain an employee of the Employer whilst on the Research Visit and that the Visiting Researcher shall not receive any wages, salary or other compensation from UCC (nor is the Visiting Researcher eligible for UCC employment benefits, including but not limited to annual leave, expenses, sick leave, retirement, tuition benefits or health insurance). In the event that the Visiting Researcher breaches or is alleged to have breached any disciplinary code or procedure of UCC or is otherwise alleged to have been engaged in misconduct of any kind, this shall be promptly brought to the attention of the Employer. Disciplinary matters will be dealt with in accordance with the Employer and UCC policies.
6. The Visiting Researcher and UCC agree that, except with the prior written consent of the Employer, any intellectual property belonging or licensed by the Employer will not be used during the Research Visit. Any intellectual property created by the Visiting Researcher in the course of carrying out Research Visit activities at UCC shall belong to UCC. Where the Visiting Researcher is working on a particular project, at either UCC or the Employer’s request, a separate Intellectual Property Agreement shall be agreed between UCC and the Employer.
7. UCC and the Employer shall both have and maintain public liability, employer’s liability and professional indemnity insurance policies insurance cover for the duration of the Research Visit. Upon request, UCC and the Employer shall provide the other with evidence of such insurance cover.
8. It is acknowledged the Visiting Researcher may see and/or gain access to: (i) personal data and/or (ii) information relating to UCC, the projects or programmes in which it is involved and other information that is not in the public domain (“**Confidential Information**”). The Visiting Researcher must hold all Confidential Information in the strictest confidence and in particular must: (a) not use Confidential Information for your own purposes or indeed any purpose other than for performance of the Research Visit (“**Specified Purpose**”); (b) not discuss or disclose the Confidential Information with or to any third party (which shall mean any person not directly employed by UCC) without the prior written consent of UCC; (c) copy or reproduce Confidential Information without the prior written consent of UCC; and (d) take all precautions as are reasonable to protect the Confidential Information.
9. It is also acknowledged that UCC may collect and process personal data about the Visiting Researcher for the purposes of facilitating and administering his/her Research Visit. It will not be disclosed to any third parties save that the Employer will be updated on the Research Visit. The Visiting Researcher has a right to ask for a copy of any personal data held about him/her by UCC and to correct inaccuracies in such data.
10. The Visiting Researcher and Employer acknowledge the Visiting Researcher shall be fully responsible for the safety of his/her belongings, and nothing in this Agreement renders UCC responsible for the security, safekeeping, insurance, storage or preservation of any of his/her belongings nor for any injury or damage caused his/her belongings. The Visiting Researcher agrees to take reasonable care not to cause damage to UCC’s property and if the Research Visit requires that he/she be given keys or other UCC property, he/she will return such property upon the termination of the Research Visit or earlier upon request.
11. Should any issues arise during the term of this Agreement, these will be dealt with by the representatives of both parties, who are named in the “Contact Details” section in the Statement of Research Visit (or their replacements).
12. This Agreement may be terminated by agreement between UCC, the Visiting Researcher and the Employer. Furthermore, in the event of an incident of gross misconduct by the Visiting Researcher, UCC this agreement may be terminated by UCC immediate effect.
13. This Agreement is governed by the laws of Ireland and the Irish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with it.

**APPENDIX 1**

 **STATEMENT OF RESEARCH VISIT**

|  |  |
| --- | --- |
| Name of Visiting Researcher |  |
| Start Date |  |
| End Date |  |
| Working days and hours |  |
| Location of Research Visit |  |
| UCC Supervisor |  |
| Please describe the main activities in which the Visiting Researcher will be engaged (job specification may be attached separately) |  |
| **CONTACT DETAILS** |  |
| UCC contact person: |  |
| Position |  |
| Tel: |  |
| Email |  |
| Employer contact person: |  |
|  |  |
| Tel: |  |
| Email: |  |
| Visiting Researcher mobile tel. number |  |
| Visiting Researcher email |  |

**SIGNATURES**

These signatures cover the Visiting Researcher Agreement, the Statement of Work and the Learning Objectives as set out above.

**Signed For and On Behalf of UCC:**

(Authorised Signatory)

(Print Name)

Date of Signature

**Signed For and On Behalf of the Employer:**

(Signature)

(Print Name)

Date of Signature

**Signed For and On Behalf of the Visiting Researcher:**

(Signature)

(Print Name)

Date of Signature