



Collaborative Agreement

1. This Agreement is made between [your institution's full name] of [insert registered address], hereinafter referred to as [institutions short name] and the University of Bristol, of Senate House, Tyndall Avenue, Bristol, BS8 1TH, hereinafter referred to as "Bristol" (individually a "Party" and collectively, "the Parties")

2. WHEREAS:

a. The Careers in Research Online Survey ("CROS") is a sector-led survey of the experiences of research staff employed in higher education (HE).

b. The CROS Steering Group exists to ensure the appropriateness and sustainability of CROS and its associated activities on behalf of the HE sector.

c. Bristol, as a member of the CROS Steering Group has been funded by CRAC: The Career Development Organisation ("CRAC") through the Vitae programme to provide administrative services relating to CROS;

d. As part of this remit, Bristol, through its Institute for Learning and Research Technology ("ILRT") is seeking to enter into a series of collaborative agreements with Institutions wishing to participate in CROS;

e. the Parties to this Agreement wish to collaborate to facilitate participation in CROS; and

f. the Parties desire to agree upon the terms and conditions under which CROS will be carried out

3. NOW IT IS HEREBY AGREED AS FOLLOWS:

Definition of Terms

The following words and phrases shall have the following meanings.

Project

a. The Project Proposal entitled Contract Research Online Survey (CROS) Project particularly described in Appendix A hereto.

The Work

b. Each Parties share of work under the Project.

Funder

c. CRAC, as detailed in 2.a above

Institutions

d. All organisations undertaking and participating in CROS excluding the Funder

Steering Group

e. The Group listed within Appendix A

Results

f. Any Intellectual Property generated under CROS by the Institutions.

Intellectual Property

g. Intellectual Property shall include but not be limited to Inventions (whether patentable or not) Patents and applications thereof, designs (whether registered or



not) specifications, drawings, data, plans, copyright material including computer software, technical know-how and other information arising out of the Project.

Background

h. Any Intellectual Property made available by a Party for use in the Project but not generated under the Project and belonging to a Party or to which a Party has the necessary rights for the purpose of the Project. References to Background in this Agreement include only such material as which is made available before or during the Project or identified before the end of the Project.

Relationship of Parties

4. The relationship of the Parties is exclusively that of independent contractors and nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency or any other legal relationship between the Parties.

5. Each Party recognises that it has no authority to, and agrees that it will not, make or give any contract, representation, warranty, undertaking or other commitment on behalf of the other Party save as expressly authorised by that Party in writing.

Project Objectives

6. The objectives of CROS will be as defined in the CROS Code of Practice (“CCOP”), attached at Appendix B and may be altered during the lifetime of the Project subject to approval by the Steering Group.

Steering Group

7. Overall responsibilities for the co-ordination and control of CROS are through the CROS Steering Group and shall be as set out in Appendix A.

Confidentiality

8. Access to data and reporting of such shall be strictly in accordance with the CCOP, attached at Appendix B and each of the Parties hereto shall procure that any individual with access to data shall adhere to both the terms of this agreement and the CCOP.

9. Subject to clause 8, any information which is directly or indirectly communicated to the Project by a Party under the terms of this Agreement or otherwise in connection with the Project, shall not be disclosed to any person or organisation not participating in CROS without prior written consent from the CROS Steering Group.

10. Provided always that such undertaking shall not in any case be deemed to extend to any information which is:



- i. in the possession of Parties at the beginning of the project
- ii. already public knowledge (or otherwise than by reason of any breach by the Parties) becomes public knowledge
- iii. obtained by one of the Parties from another person in good faith without breach of a confidentiality obligation owed to the other Party
- iv. independently acquired by a Party as a result of work carried out by an employee or contractor to whom no disclosure of the relevant confidential information has been made
- v. required to be disclosed by law or a Party's regulatory body.

11. Without prejudice to the generality of Clause 10 each Party undertakes to establish suitable procedures for ensuring information of the other Party is restricted to those employees, or as the case may be, members of staff, university committees, or students, needing such information for the purposes of the duties assigned to them and that all such employees, members of staff, university committees and students are themselves subject to suitable obligation of confidence.

12. Each Party shall be entitled at the completion of the Project to require delivery up of all copies of any information originating from it except information which the recipient in each case has a right to retain or use for the purposes of Clause 21.

Exchange of Information

13. Each Party undertakes to the other Party that it will use its reasonable endeavours to communicate fully and promptly to the other all such Background and Results as may be reasonably required for carrying out the Project.

Warranty and Liability

14. Each Party
- a. undertakes to use all reasonable endeavours to ensure the accuracy of all technical information provided by it pursuant to this Agreement. In the event of any error or other deficiency therein being notified to it, or coming to its notice, it will use all reasonable endeavours to supply the appropriate corrections within a reasonable time;
 - b. warrants its rights to disclose such information, and
 - c. undertakes that it will promptly disclose to the other Party any facts or circumstances which come to its attention indicating or suggesting any infringement or material risk of infringement of any patent or other Intellectual Property Right of any other person not being a party to this Agreement through the expected mode of use or exploitation of its own Results or Background provided always that this undertaking



shall not be deemed to impose or imply any specific obligation to undertake any patent searches of intellectual property rights or make any enquiries.

15. Notwithstanding the undertaking in Clause 14, each Party makes no warranty, express or implied, as to accuracy and completeness and shall not be held responsible for any consequence arising out of any inaccuracies defects or omissions unless such inaccuracies defects or omissions are the result of negligence on the part of that Party.

Results of the Project.

Intellectual property and user rights

16. For the avoidance of doubt nothing in this Contract shall be construed as affecting the ownership of Background Intellectual Property rights in existence prior to the commencement of the Project or generated after the commencement of the Project but outside the terms of this Contract. This clause relates to all Intellectual Property particularly in respect of copyright. Each Party hereby grants to the other Party a non exclusive royalty free licence to use its Background for the purpose and duration of the Project.

17. Notwithstanding clause 16., each Institution shall be required to sign a licence agreement in relation to the Bristol Online Survey (“BOS”) tool which shall be used to conduct the Project, a copy of which is attached at Appendix C.

18. Data ownership, access and reporting shall be in accordance with the CCOP at Appendix B.

19. In addition and without prejudice to its obligations under Clause 5 and except in the case of the Party’s own results, no Party hereto shall cause or permit the publication or release of any work, paper or presentation based on the work or any part thereof without the prior consent of the Steering Group which consent shall not be unreasonably withheld. The Party who wishes to publish should notify the Steering Group and provide a copy for review before publication. If the Party did not receive comments within 30 days of submission, then the Party has the right to publish without further consent. Any Party making a publication shall acknowledge the support of the other Party(ies) in that publication, unless requested to the contrary by the other Party(ies) with regard to itself.

20. This Agreement shall be effective from the date of signature by all the Parties and shall remain in force until the completion of the Project or until otherwise determined by written agreement between the Parties, or in accordance with the provisions of Clause 25 herein.

21. The Project start date is 1st March 2011

22. The Project end date shall be agreed by the Steering Group



Termination

23. A Party wishing to withdraw from the Project may do so on giving two months prior written notice to the Steering Group.
24. Except as provided for by Clause 25 herein, if a Party defaults in its obligation so as to jeopardise the objectives of the Project, and if the defaulting Party fails to remedy its default within thirty days of a written request from the Steering Group so to do, then the defaulting Party's right to continue participating in the Project shall be terminated.
25. In the event that the participation of the Party in default in the Project is terminated:
- a. rights granted hereunder to the other Party in relation to the Background, technical information and Intellectual Property of the Party in default shall continue for the duration of the Project;
 - b. the Party in default shall provide the other Party with a royalty free licence to use any of its Results necessary for the implementation of the Project, and shall also provide the other with a free licence to use its Results to the extent necessary for those others to exploit their own Results;
 - c. All rights acquired by the Party in default hereunder to Background and Results of other Party shall cease immediately but the obligations of the Party in default under Clause 5 shall remain in force and effect;
 - d. Any rights granted by the Party in default to the other Party may be extended on the same terms and conditions to any third party whose involvement in the Project is necessary for the Project's satisfactory completion whether such involvement be by the way of sub- contract or as a party to this Agreement.

Assignment and Sub-contracting

26. This Agreement may not be assigned or otherwise transferred by one Party in whole or in part without the express prior written consent of the other Party which consent shall not be unreasonably withheld.
27. No Party shall sub-contract any part of the work under the Project assigned to it without the prior written approval of the other Party. No such approval shall relieve the Party requiring approval from any of its obligations under this Agreement which consent shall not be unreasonably withheld. Pursuant to this, if any Party sub-contracts any work under the Project it shall ensure that the sub-contractor enters into an appropriate confidentiality and restricted use agreement and it shall further ensure that it acquires the right to disclose and



sub license Results generated under the sub-contract to the same extent that it can disclose and license its own Results.

28. A Party shall not sub-contract any work under the Project requiring the use of Background belonging to another Party without the prior written consent of the Party owning such Background who may require that the sub-contractor enters into an appropriate licence agreement which may be on normal commercial terms and shall be non-exclusive and non-transferable.

Force Majeure

29. A Party shall not be liable for failure to perform its obligations under this Agreement, nor give rise to any claim for compensation or damage nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances reasonably beyond the control of that Party. Each Party shall use its reasonable endeavours to inform the other Party of an instance of Force Majeure and, in the event that the Force Majeure cannot be rectified with a 30 day period, shall cooperate with the other Party in deciding an appropriate course of action in accordance with the terms of this agreement

Notices

30. Any notice required to be given hereunder may be given by pre-paid letter sent by recorded delivery electronic facsimile, or e-mail to the party to whom it is addressed at the address recorded herein and shall be deemed to have been served on the day of receipt.

Amendment to the Agreement

31. No amendment or variation to this Agreement or any of the rights and obligations of the parties hereunder shall be effective unless expressed in writing signed by the authorised representatives of the Parties hereto.

Headings and Severability

32. The clause headings are for convenience only and shall not affect their interpretation. If any part of this Agreement shall be held to be unenforceable to any extent, the remainder of the Agreement shall nevertheless remain in full force and effect.

Non-Waiver

33. Failure to terminate this Agreement following a breach or other failure to comply shall not be deemed to be a waiver of a Participant's defences, rights or causes of action arising from such or any future breach or non-compliance. Nor shall failure on the part of a Party to



enforce or require the strict adherence and performance of any of the terms and conditions affect or impair its right to enforce such terms and conditions in any way.

Survival

34. The provisions of the following clauses shall remain binding upon the Parties after the expiry or any termination under this Agreement, 8-24

Entire Agreement

35. This Agreement, including its appendices represents the entire agreement between the Parties relating to the Project and shall supersede all representations, agreements, statements and understandings prior to the date of this Agreement whether oral or in writing other than those representations, agreements, statements and understanding which have been expressly incorporated into this Agreement.

36. If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Party shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced. No Party shall hold another Party liable for any damages, dispute or injury arising during the undertaking of the Project unless caused by the negligence of that Party. Neither shall any Party be liable to another for indirect or consequential loss or damage arising from their use of the Results.

37. Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.

Governing Law

38. This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.



Careers in Research Online Survey (CROS) –
Collaborative Agreement

We agree to the conditions of the Collaborative Agreement describing the terms for participation in the Contract Research Online Survey (CROS) Project.

Signed on behalf of: (Institution Name)

Name: (Please print)

Signature:

Date:

Please return (post or fax) a signed copy of this page to:

Dr Mike Gulliver
Institute for Learning and Research Technology (ILRT)
University of Bristol
8-10 Berkeley Square, Bristol, BS8 1HH
Web: www.ilrt.bristol.ac.uk

Tel: 0117 331 4395

Fax: 0117 331 4396



Appendix A

CROS/PIRLS Steering Group

Remit

The Careers in Research Online Survey and Principal Investigators and Research Leaders Survey (CROS/PIRLS) Steering Group exists to ensure the appropriateness and sustainability of CROS and PIRLS and their associated activities in collecting and reporting the views and experiences of researcher staff, principal investigators and research leaders employed in higher education (HE).

Terms of Reference

1. Ensure that CROS meets the needs of the HE sector in collecting research staff views of their career development needs and opportunities and in making these views available to the sector.
2. Ensure that PIRLS meets the needs of the HE sector in collecting the views and experiences of principal investigators in developing research leaders in HE and in making these views available to the sector.
3. Provide sector and key stakeholder input to the ongoing development of CROS and PIRLS, consulting with the sector where appropriate.
4. Promote the value of CROS and PIRLS to the sector, encouraging institutional engagement and the sharing of practice.
5. Responsible for the control and coordination of CROS and PIRLS, including the timings and frequency of operation.
6. Work with the Institute of Learning and Research Technology (ILRT), a department of the University of Bristol and Vitae, to ensure the availability of sufficient resources, administrative support and appropriate protection of the CROS and PIRLS data.
7. Be the custodian of the CROS and PIRLS data, including overseeing the specification and production of any reports of the aggregate CROS and aggregate PIRLS results by Vitae and responding appropriately to requests for access to the results.
8. Work with Vitae to ensure appropriate links with the implementation of the Concordat principles and other relevant policy developments.

Operation

The CROS/PIRLS SG will have an independent Chair from amongst the members.

The CROS/PIRLS SG will meet twice a year. Additional meetings will be arranged as appropriate.

Additional tools will be available for internal communication between meetings, e.g. access to a specific workspace on the Vitae Basecamp.

Vitae will provide travel costs, administrative support and resources for the Steering Group and any CROS and PIRLS reports, and any other costs agreed.

ILRT, University of Bristol will host and administer CROS and PIRLS on the Bristol Online Survey tool (BOS).



The remit and role of the CROS/PIRLS Steering Group should be reviewed in summer 2011, ie before the end of the Vitae contract with RCUK, or before as appropriate.

Membership

Representatives from a cross-section of institutions participating in CROS and PIRLS

Representatives from a cross-section of key stakeholders, eg RCUK, ReSDAG, UCU, UHR

Representative from Vitae

Representative from ILRT



Appendix B

CROS Code of Practice

Purposes of CROS

The purposes of CROS (Careers in Research Online Survey) are to:

- Support those working with research staff by making available up-to-date information on the experiences of research staff and by encouraging the sharing of good practice
- Provide information to assist in monitoring the implementation of the Concordat

Code of Practice

This Code of Practice outlines how CROS is designed to be used, who has responsibility for and ownership of different elements of it, and how the information generated by CROS is to be made available and used.

Who is responsible for CROS?

The survey

The format, content and questions of the survey have been designed and developed by the long-standing CROS Steering Group, which comprises representatives of major stakeholder groups including institutions. This group will continue to oversee activities related to CROS; its membership will be revised to reflect the range of HEIs involved.

The online survey instrument

CROS is hosted on BOS (Bristol Online Survey). The Institute for Learning and Research Technology (ILRT) at Bristol University is responsible for practical aspects of the instrument.

Running CROS within institutions

The decision on whether, and how often, to use CROS, and its administration within institutions, is the responsibility of the individual institution. Institutions can add their own logos and questions to CROS.

Reporting on aggregate data

The research and development unit of Vitae, under the direction of the CROS Steering Group, is responsible for producing an annual report based on the aggregate data and working with institutions to share effective practice.

Who can use CROS?

Any higher education institution or research institute (HEI) in the UK with a BOS licence can use CROS. Most UK HEIs have BOS licences, but information on registration and costs go to www.survey.bris.ac.uk



When will CROS happen?

CROS will be run every year during a three-month season, typically from March to June. Institutions are free to choose how frequently they make use of CROS.

How is CROS funded?

The initial work on CROS was funded by HEFCE. Current costs of the technical system are covered by institutional subscriptions to BOS (Bristol Online Survey). Costs of reporting and administration costs for Steering Group meetings are covered by Vitae.

Data ownership, access and reporting

Types of data

- Personal data are anonymous demographic data about the individual, collected on a voluntary basis at the end of the survey
- Quantitative data are the coded responses to questions in the body of the survey
- Free-text information is that entered by the respondent, usually at the end of each section

Data ownership and safe-keeping

The data belong to the individual institutions that collected them. They will be held by ILRT on behalf of the institutions and ILRT will comply with data protection legislation with regards to standards of safekeeping.

Access to the data

Institutions will have full access to all their own data and the comparative national aggregate. ILRT and the research and development unit within Vitae, acting on behalf of and under the direction of the CROS Steering Group, will have access to anonymous demographic (age, gender, etc) and quantitative data to enable them to produce an annual report described below. No other body, including the CROS Steering Group, will have access to the data. Institutions using CROS in any year will be told which other institutions are also using CROS that year.

Analysis of an individual institution's data

Analysis of each institution's data will fall to the institution. BOS provides in-built reporting facilities plus the means to export results to be used within other software packages.

Analysis of a benchmarking club's data

Institutions are encouraged to join benchmarking clubs to share their data, experiences and effective practice on a confidential basis. Analysis of such clubs' data will be provided on the same basis as in d. above. Dependent on demand CROS may set up some standard benchmarking clubs, eg the Russell Group, 94 Group. The aggregate results of these 'standard' benchmarking clubs may be published in the annual report. Institutions are free to set up their



own 'private' benchmarking clubs with other participating institutions: there may be a small cost for doing this through BOS.

Analysis of aggregate data

The research and development unit within Vitae, under the guidance and control of the CROS Steering Group, will analyse the aggregate personal and quantitative data and produce an annual report. This will not refer to any categories containing fewer than ten responses. The report will not identify individual institutions or their results.

Identification of good practice

The research and development unit of Vitae will, as part of their analysis and again under the guidance and control of the CROS Steering Group, identify institutions manifesting good or distinctive practice and will invite these institutions to produce case studies to enable their practice to be shared.

Data protection and Freedom of Information (Fol)

Data and results from individual institutions, as well as overall data and results, will be stored securely on the ILRT server. Under Data Protection Act 1998 ILRT (University of Bristol) will meet Data Processor requirements. Individual institutions will be Data Controllers.

Data and results from individual institutions

No body, other than the institution, ILRT or the research and development unit of Vitae, will have access to that institution's data or results, or is permitted to identify or publish those data or results, without the prior consent of the institution. Data from individual institutions will not be released by CROS or its agents to any third party. Any persons making a Fol request to ILRT will be directed to make their requests to individual institutions. Under the Freedom of Information Act, an institution can be asked to share its results, but not the underlying data. CROS, which is not gazetted under the Freedom of Information Act, cannot be required to release data or results from individual institutions.

Overall data and results

It is a condition of using CROS that the institution allows their personal and quantitative data to be pooled with others, on an anonymous basis, to create the overall dataset, which will be used to create the comparative national aggregate and analysed for the annual report. No body other than the CROS Steering Group is permitted to publish the national aggregate results, or subset of, without prior consent from the CROS Steering Group, which will not be unreasonably withheld.

Use of data and results

Any use of CROS data and results will be informed by the following guidelines of best practice:



Each institution is free to use its own data and results for its own purposes. The use of CROS data and results in public statements, advertisements or promotional activities will be only for the purpose of assisting the public to develop informed judgements, opinions and choices.

CROS data and results will not be used in false, deceptive or misleading ways, either because of what is stated, conveyed or suggested, or because of what is omitted.

Institutions and other users must not knowingly use CROS data and results to undermine the reputation and standing of institutions.

The use of, or referral to, institutions' CROS data and results beyond that which is in the public domain requires the prior consent of the institution(s), and prior consultation to ensure accuracy.

Public comment on any CROS data or results must be supported by appropriate interpretation of the data and results, with any necessary qualifications (such as survey size, response rate, cell size, special local issues) spelled out explicitly.

Anonymity and confidentiality

The rights of the respondent must be respected and no name or individual identifier will be collected. Free text comments may make individuals identifiable but such information should be treated as strictly confidential and no presentation of the CROS results should allow individuals or small groups to be identified.

Optimal use of results

The greatest value of CROS data and results is likely to be derived when the data and results are considered over a period of years within an institution.