

# Parliamentary Academic Fellowship Scheme: Guidance Notes for Applicants

This document was last reviewed on 25 January 2024.

**Please read this document BEFORE submitting your application.**

The POST Parliamentary Academic Fellowship Scheme delivers opportunities for researchers to forge useful and lasting connections with decision-makers in Parliament.

The fellowship provides a unique opportunity for researchers to learn about how research feeds into practice and the challenges faced by decision-makers, as well as increasing opportunities for researchers from all disciplines to engage and connect with people in Parliament. If you are looking for development, interested in a new challenge, or searching for more ways to share expertise and undertake knowledge exchange - at any stage of your career - this could be for you.

The scheme has five main objectives:

1. To improve awareness of academic research within Parliament and more systematically learn about and benefit from its findings.
2. To support parliamentary offices to expand their engagement with academic stakeholders in order to enrich and promote law-making, scrutiny and democratic engagement.
3. To promote knowledge and public understanding of Parliament amongst the research community.
4. To grow an alumni network of fellows that can feed into Parliament's outreach and engagement work.
5. To enable projects identified as important by parliamentary offices to be undertaken, that would not have otherwise been possible due to capacity or resources constraints.

Former fellows report outcomes including:

- **Research impact**, for example through contributing to scrutiny, or changing processes in Parliament
- **Increased knowledge of Parliament**, for example about parliamentary processes and Parliament's use of research evidence
- **Developed networks**, for example amongst parliamentary staff, Members and other stakeholders
- **Impact on own research agenda**, for example, insights leading to new research questions
- **Publications**, for example peer reviewed journal articles or blogs
- **Impacts on teaching**, for example feeding into lectures and seminars
- **Impacts on career**, for example leading to professional recognition

This guidance provides further information about the following aspects of the Parliamentary Academic Fellowship Scheme:

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## 1. Timings

Indicative timescales will be outlined in the Fellowship Description document attached to the individual fellowship vacancy on our recruitment portal.

We are aware that adjustments of timing may be required for some applicants throughout this process including disabled people, those with caring responsibilities and those observing religious occasions or festivities. If you have any adjustment needs that will impact your participation in the timescales outlined, please let us know so that we can consider an adjustment for you.

## 2. Eligibility and security clearance

Applications are open to all UK-based university researchers who already have a PhD and are employed on an academic contract. Exceptionally, they are also open to those who don't have a PhD but have equivalent experience of a PhD and are employed on an academic contract. They are also open to university staff working in impact or knowledge exchange (including staff working in university libraries).

If successful in your application, you will be required to complete pre-employment checks. You must have permission to work in the UK, and will need to receive security clearance from UK Parliament to Counter Terrorist Check (CTC) level. You are required to pass these checks before an offer can be confirmed. You should be aware that if you have resided outside of the UK for a total of more than two of the last five years, you are not eligible to receive security clearance to work on the Parliamentary Estate. Find [information on the Government webpages on United Kingdom Security Vetting](#) and [information on the security vetting process in Parliament](#).

If you are unsure whether you are eligible to apply, please [get in touch with the Knowledge Exchange Unit at Parliament](#) to ask.

A condition of the fellowship is that you remain employed at your university or institution throughout the period of the fellowship.

Before submitting your application, you should confirm that you have support to undertake the project from your Head of Department at your university or institution. This support will be verified if you are invited to interview, before any interview takes place. If it cannot be verified, your application will be withdrawn.

## 3. Funding

You must seek funding to conduct the fellowship, including to cover your time, teaching cover, travel, subsistence, accommodation and any other associated expenses. Funds may be sought from research institutions or research funders. It is expected that funding will mainly come from impact funding sources such as Research Council Impact Acceleration Awards, HEIF funding or other specific university impact budgets. You may also seek funding from other research organisations or funders, for example research networks, charitable funding, learned society funding, or professional association funding. Fellowships may not be funded with private funding or funding from industry.

Before submitting your application, you should confirm that you have identified the funding support required to enable you to undertake the fellowship. This should include a conversation with the Budget Holder of your proposed funding source. If you are invited to interview, we will verify that you have applied for funding before any interview takes place. If you are offered the fellowship, you must confirm you have the funding support required within 4 weeks. If this cannot be verified, your application will be withdrawn.

#### 4. How to apply

Fellowship projects have been identified by teams at Parliament as a project on which academic input is needed. As such, new fellowship applications open on a rolling basis, as and when a need arises.

Each fellowship project has a Fellowship Description document available on Parliament's online recruitment portal. Each Fellowship Description document outlines:

- the aims, activities and outputs for that fellowship project,
- information on the host team at Parliament,
- location, timeline and working arrangements (NB we encourage flexible working, and this can be discussed with the parliamentary host team at interview stage), and
- the skills and experience required to apply
- the deadline for applications

You should consult the Fellowship Description document for the fellowship project you would like to apply to undertake.

To apply, you will need to complete an application for your chosen fellowship project on Parliament's online recruitment portal. This is not an employment recruitment process; an online recruitment portal is being used for best practice, including protection of your data and diversity monitoring.

The application requires you to detail how you meet the criteria laid out in the Fellowship Description document.

You also need to submit a sample of writing for a non-academic audience of between 500–1000 words, using the writing sample submission template which is available on the online recruitment portal. There is guidance on the writing sample submission template; please ensure you read this before you submit your writing sample. This should be uploaded with your application as an electronic copy and in Microsoft Word format.

Before submitting your application, you should confirm that you have support to undertake the project from your Head of Department at your university or institution, as well as from the Budget Holder of your proposed funding source. You will need to state this in the allocated spaces on the application. Your funding and institutional support will be verified if you are invited to interview, before any interview takes place. If it cannot be verified, your application will be withdrawn.

Please note that your application will be ineligible if any part of the application is left blank.

#### Conducting the fellowship with another person

You can apply to do this fellowship in collaboration with one other person. If you would like to put in a 'joint' application, please contact the recruitment team on [recruitment@parliament.uk](mailto:recruitment@parliament.uk) and the process will be explained. Please note, both applicants will need to submit an application.

## 5. Assessment and selection process

Your application will be assessed by the parliamentary team that proposed the fellowship project you apply to undertake. Assessment will be based on the degree to which you meet the criteria laid out in the Fellowship Description document.

If you are successful at the initial application stage, you will be invited to a phone or Microsoft Teams interview. Full details will be provided at that stage. Please note that the support from your Head of Department and funding from your Budget Holder will be verified at this point, before any interview takes place. If it cannot be verified, your application will be withdrawn.

If you are invited to interview, we will ask you a combination of competency questions and role specific questions based on the criteria in the Fellowship Description document. The interview panel will consist of staff from the parliamentary team that proposed the project.

We may also ask you to complete a test, presentation or other assessment as a part of your recruitment process. Any presentation or test requirements will be clearly communicated to you well in advance of your interview.

## 6. Our values

The House of Commons is proud of our organisational values, which will deliver our strategy.

We are looking for people who can bring these values to life:

**Inclusive:** We value everyone equally; We respect each other; We all have a voice.

**Courageous:** We try new things; We own our actions and decisions; We learn from our mistakes.

**Trusted:** We trust each other to do a good job; We are impartial; We build confidence in Parliament with our integrity.

**Collaborative:** We share our knowledge and experience; We work towards a shared vision; We know we work better in a partnership.

## 7. Reasonable adjustments and workplace adjustments

If you require any recruitment documentation in other formats or if you require reasonable adjustments to be made during the application process, please contact the recruitment team on [recruitment@parliament.uk](mailto:recruitment@parliament.uk) and/or specify this in the allocated place on the application.

The House of Commons supports individuals in need of workplace adjustments. The workplace adjustment process prevents, reduces or removes problems you might face during the course of your fellowship at Parliament. Adjustments can be requested to help with obstacles relating to mental health, and physical or non-physical requirements. You can request a workplace adjustment if you have a disability or suffer from a difficulty or disadvantage in your workplace.

The House of Lords uses an Inclusion Passport tool to support colleagues in need of workplace adjustments resulting from a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out day-to-day activities. This Inclusion Passport can be used to facilitate a conversation with your fellowship host about reasonable workplace adjustments, and flexible working. Other tools and information will be at your disposal on the House of Lords Flexible Working Hub and the intranet.

## 8. Ethics approval

If, as part of your fellowship, you propose to conduct research that raises ethical issues, such as the collection of data from human participants (including Parliamentarians, Members' staff and or parliamentary staff, or anyone else), you are responsible for obtaining ethics approval from the appropriate body prior to undertaking the research. This will usually be your university.

## 9. Fellow status

It is a condition of the Parliamentary Academic Fellowship Scheme that you remain employed by your university or institution whilst you carry out a fellowship. You will have the status of Parliamentary Academic Fellow for the duration of your fellowship, and at no point will hold the status of employee of the House.

## 10. Terms and conditions

If you are successful in your application, you will be required to enter into a formal Fellowship Agreement that sets out the specific terms governing your engagement in Parliament as a Fellow. You must also undergo security vetting. Your placement is conditional on the Fellowship Agreement being signed and security clearance being obtained.

A copy of the Fellowship Agreement is appended to these Guidance Notes. Please share this with the relevant parties in your university or organisation and seek their confirmation that they will sign the agreement if you are successful in your application to the role of Academic Fellow.

This Fellowship Agreement has been developed in consultation with legal teams from over 10 universities. Please note that the terms of the Fellowship Agreement are not open for negotiation and parties will be expected to sign the Agreement as drafted.

## 11. Contacts and sources of further information

For more information, please see the [Parliamentary Academic Fellowship Scheme webpage](#).

You can also find further information about fellowships in the [report on the Parliamentary Academic Fellowship Scheme pilot](#), which provides information about different kinds of projects, impacts of fellowships, and a number of detailed case studies and perspectives from parliamentary hosts.

For any remaining queries, please contact:

Knowledge Exchange Unit  
Parliamentary Office of Science and Technology  
London, SW1A 0AA  
Tel: 0207 7219 8542 Email: [keu@parliament.uk](mailto:keu@parliament.uk)

## Annex: Copy of the Fellowship Agreement

### POST'S PARLIAMENTARY ACADEMIC FELLOWSHIP SCHEME: FELLOWSHIP AGREEMENT

This agreement is dated: [insert the date that the last party signs the agreement]

#### Parties

This agreement is between:

1. [Insert name and address of Fellow] (the "**Fellow**").
2. [Insert name and address of University/EIRO/ERI] (the "**University/EIRO/ERI**").
3. The Corporate Officer of the House of Commons, of the Palace of Westminster, London, SW1A 0AA (the "**House of Commons**").

#### Background

- a) The Fellow successfully applied for a fellowship on the Parliamentary Academic Fellowship Scheme (the "**Fellowship**").
- b) The Fellow is employed by the University/EIRO/ERI, and it is intended that the Fellow will remain employed by the University/EIRO/ERI for the duration of the Fellowship.
- c) The Fellowship is contingent upon the University/EIRO/ERI and the Fellow securing adequate funding arrangements to cover the cost of the Fellow's time spent on the Fellowship.
- d) The University/EIRO/ERI is responsible for ensuring that the relevant funding arrangements are compliant with anti-slavery and human trafficking laws.
- e) This agreement sets out the terms and conditions that apply to the Fellowship.
- f) The Fellow and their Supervisor (as defined in clause 3.1 below) will populate the initial Shared Project Plan at Schedule 1 prior to this agreement being signed. It is understood by all parties that the Shared Project Plan will be a living document which might be updated by the Fellow and their Supervisor during the course of the Fellowship.

#### Agreed Terms

The parties agree as follows:

##### 1. Interpretation

- 1.1. The rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).
- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 2. Duration

- 2.1. The Fellowship shall commence on [insert start date of Fellowship] and shall continue until:
  - 2.1.1. [insert end date of Fellowship] when it shall terminate automatically without notice; or
  - 2.1.2. it is terminated before in accordance with clause 14.
- 2.2. The Fellowship may be extended by agreement of all three parties.
- 2.3. If the Fellow wishes to extend the Fellowship they must inform the University/EIRO/ERI and the House of Commons at the earliest opportunity.
- 2.4. Any extension to the Fellowship must be formally recorded as a variation to this agreement in accordance with clause 17 below.
- 2.5. For the avoidance of doubt any extension must comply with the funding obligations in clause 7 below.

## 3. Objectives, Outputs, Host Office, Supervisor and the Shared Project Plan

- 3.1. The Fellow will be assigned to [insert name of Host Office] as their Parliamentary host office (the “**Host Office**”) and allocated a supervisor (the “**Supervisor**”) for the duration of the Fellowship.
- 3.2. The House of Commons may at its discretion:
  - 3.2.1. change the Supervisor or Host Office during the course of the Fellowship; and

3.2.2. appoint more than one Supervisor.

The House of Commons will notify the Fellow of any such changes.

- 3.3. The objectives and outputs of the Fellowship are initially as detailed in Schedule 1: Shared Project Plan.
- 3.4. The content of the Shared Project Plan will be based on the information the Fellow provided in the Fellowship application form, the requirements of the Host Office, and discussions between the Fellow and the Host Office and the Supervisor.
- 3.5. The parties acknowledge that the Shared Project Plan will be a living document which may be updated during the course of the Fellowship.
- 3.6. Any changes to the Shared Project Plan must be agreed in writing between the Fellow and the Supervisor.
- 3.7. The University/EIRO/ERI acknowledges that it will not need to be informed of changes to the Shared Project Plan.
- 3.8. An up-to-date version of the Shared Project Plan will be made available to the University/EIRO/ERI upon request.
- 3.9. If there is an inconsistency between this agreement (which shall be deemed for the purposes of this clause to include all schedules except Schedule 1) and the Shared Project Plan; the terms of this agreement shall prevail.
- 3.10. The Fellow must comply with the House of Commons' reporting, monitoring and evaluation requirements.
- 3.11. The Fellow's performance will be evaluated against the Shared Project Plan by the House of Commons on an ongoing basis. If the House of Commons considers the Fellow's performance to be unsatisfactory, the Supervisor will discuss their concerns with the Fellow and/or the University/EIRO/ERI to agree a way forward with the Fellowship. Outcomes may include an improvement plan and/or more regular review processes. If in the House of Commons' absolute discretion, it considers that the Fellow's performance continues to be unsatisfactory, then the House of Commons may terminate the agreement in accordance with clause 14.

#### **4. Access and security**

- 4.1. The House of Commons will in its sole discretion grant the Fellow access to the Parliamentary estate and to Parliamentary information, processes, personnel and



business in accordance with the terms of this agreement to enable the Fellow to undertake the Fellowship.

- 4.2. Access remains conditional upon the Fellow passing the House of Commons' security vetting procedures.
- 4.3. Any decision to provide access may be revoked at any time in the House of Commons' absolute discretion and without notice or liability to the Fellow or to the University/EIRO/ERI.
- 4.4. The Fellow must at all times comply with the security and health and safety rules governing conduct on the Parliamentary estate and with the instructions of relevant Parliamentary and security personnel. The Fellow must have regard to their own safety at work and that of their colleagues.
- 4.5. The Fellow must safeguard their photo-identity and any other pass with which the Fellow may be issued during the Fellowship and observe any instruction relating to such passes issued by the House of Commons.
- 4.6. After the Fellowship's termination (howsoever arising) the Fellow must return to the Supervisor any passes issued to the Fellow. These remain at all times the property of the House of Commons.

## **5. Supervision**

- 5.1. The Supervisor will be the Fellow's principal channel of communication with the House of Commons and the Host Office throughout the Fellowship.
- 5.2. The Fellow must communicate adequately with the Supervisor on a regular basis during the Fellowship.
- 5.3. The Host Office will organise IT access, desk space and other resources for the Fellow as needed during the Fellowship.
- 5.4. The Supervisor will be responsible for supervising the Fellow's work throughout the Fellowship and for completing a brief evaluation after the Fellowship ends. The House of Commons will use this to evaluate the Parliamentary Academic Fellowship Scheme.
- 5.5. The Fellow's intended activities, work pattern, plans for working remotely, Supervisor's responsibilities and activities, and ways of working with the wider Host Office are further detailed in Schedule 1: Shared Project Plan.

## **6. Employment Status and Considerations**

- 6.1. The Fellow will remain employed by the University/EIRO/ERI for the full duration of the Fellowship and the Fellowship does not constitute any kind of employment contract between the Fellow and the House of Commons or between the Fellow and the House of Commons Commission.
- 6.2. The University/EIRO/ERI and the Fellow must inform the House of Commons of any significant matter that may arise relating to the Fellow or their employment status during the Fellowship. For example, but without limitation, if the Fellow's employment is to be terminated, the University/EIRO/ERI and the Fellow must inform the House of Commons at the earliest opportunity.
- 6.3. The House of Commons will provide to the University/EIRO/ERI such information and assistance as the University/EIRO/ERI may reasonably require to carry out its obligations as the Fellow's employer.
- 6.4. The Fellow and the University/EIRO/ERI acknowledge that the House of Commons has no employer obligations towards the Fellow.
- 6.5. Nothing in this agreement will be construed as creating a relationship of principal and agent between the Fellow and the House of Commons and the Fellow must not hold themselves out as being the House of Commons' agent.

## **7. Funding**

- 7.1. The Fellow and the University/EIRO/ERI are responsible for all matters that relate to the funding of the Fellowship, including any applications required to access such funding and full payment of all the Fellow's income tax liabilities and national insurance or similar contributions or liabilities that arise in consequence of the Fellowship or otherwise.
- 7.2. The University/EIRO/ERI must comply, and ensure that the funding of the Fellowship complies, with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.
- 7.3. The University/EIRO/ERI will notify the House of Commons as soon as it becomes aware of any actual or suspected breach of clause 7.2.
- 7.4. The Fellow and the University/EIRO/ERI acknowledge that the Fellow will receive no payment from the House of Commons except in accordance with clause 8 (Expenses).

## **8. Expenses**

- 8.1. If incidental expenses are likely to arise as a direct consequence of the Fellowship, for instance if the Fellow travels to interview third parties off the Parliamentary estate, the Fellow must discuss any such expenses in advance with the Supervisor. The expenses may be reimbursed at the Supervisor's discretion.
- 8.2. Daily living and travel costs are not 'incidental expenses' and will not be reimbursed.
- 8.3. The House of Commons will not reimburse any expenses that the Supervisor has not approved in advance.
- 8.4. The Fellow must comply with the instructions of the Host Office for how to claim agreed expenses.

## 9. Confidentiality

- 9.1. The Fellow must read and comply fully with the confidentiality conditions set out in Schedule 2.
- 9.2. The contents of this agreement are confidential to all of the parties.
- 9.3. The parties acknowledge that during the Fellowship the Fellow may have access to and acquire an intimate knowledge of the business of Parliament and obtain confidential information (the "**Confidential Information**") that includes but is not limited to:
  - 9.3.1. confidential personal information, data or material;
  - 9.3.2. any information, however it is conveyed, that relates to the proceedings, business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the House of Commons, the House of Lords, Parliamentary Digital Service or the Client Team, including all intellectual property rights, together with all information derived from any of the above;
  - 9.3.3. any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential"); and
  - 9.3.4. information, data or material which is confidential and belongs to the House of Commons, House of Lords, Parliamentary Digital Service, the Client Team, Government or Member of the House of Commons and/or a Member of the House of Lords.
- 9.4. The Fellow must keep the Confidential Information confidential indefinitely and not disclose the Confidential Information without the House of Commons' prior consent.

- 9.5. The House of Commons acknowledges that the Fellow may disclose Confidential Information if compelled to do so by law or in accordance with obligations owed to either House of Parliament. In that case, the Fellow will use their best endeavours to inform the House of Commons within a reasonable time before such disclosure.
- 9.6. The University/EIRO/ERI will not require the Fellow to disclose or use any Confidential Information.
- 9.7. If the University/EIRO/ERI obtains Confidential Information as a result of the Fellowship, it must comply with the provisions of this clause 9 and Schedule 2 as if it were the Fellow.

## **10. Fellowship Outputs and Intellectual Property Rights**

- 10.1. The term “**Intellectual Property Rights**” when used in this agreement means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright (excluding works to which Parliamentary Copyright applies), database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 10.2. Parliamentary Copyright, as defined in section 165 of the Copyright, Designs and Patents Act 1988, applies to any works made by the Fellow (whether solely or jointly with another person) in the course or arising out of the Fellowship under the direction or control of the House of Commons.
- 10.3. Any works made by the Fellow in the course or arising out of the Fellowship (including any made after the Fellowship is terminated) to which Parliamentary Copyright applies, or which is made for the benefit of either House of Parliament (for example works created as a result of a request by a member or member of staff of either House or for the assistance of Parliamentary business), shall be referred to in this agreement as “**Parliamentary Fellowship Outputs**”.
- 10.4. The parties agree that the House of Commons will own the Intellectual Property Rights in any Parliamentary Fellowship Outputs to which Parliamentary Copyright does not apply.
- 10.5. Copyright in Parliamentary Fellowship Outputs to which Parliamentary Copyright applies is owned by one of the two Houses of Parliament or, in some cases, by both Houses jointly: see sections 165 and 167 of the Copyright, Designs and Patents Act 1988.

- 10.6. Any works made by the Fellow in the course or arising out of the Fellowship (including any made after the Fellowship is terminated) which are not Parliamentary Fellowship Outputs, such as (but without limitation) books, articles, blogs based on information obtained during and as a result of undertaking the Fellowship, are referred to in this agreement as “**Non-Parliamentary Fellowship Outputs**”.
- 10.7. Non-Parliamentary Fellowship Outputs which the Fellow creates as the sole author shall be referred to in this agreement as “**Fellow’s Non-Parliamentary Fellowship Output**”.
- 10.8. Non-Parliamentary Fellowship Outputs which are created jointly by the Fellow and the House of Commons shall be referred to in this agreement as “**Joint Non-Parliamentary Fellowship Outputs**”.
- 10.9. The parties agree that the University/EIRO/ERI will own the Intellectual Property Rights in the Fellow’s Non-Parliamentary Fellowship Outputs in accordance with the terms set out in this agreement.
- 10.10. The parties agree that the University/EIRO/ERI and the House of Commons will jointly own the Intellectual Property Rights in Joint Non-Parliamentary Fellowship Outputs.
- 10.11. The University/EIRO/ERI and the House of Commons hereby grant each other a non-exclusive, indefinite, fully paid-up, royalty free licence to use the Joint Non-Parliamentary Fellowship Outputs in any way, for any purpose and in any medium throughout the world.
- 10.12. If there is an inconsistency between any of the provisions of this agreement and the provisions of any arrangement between the University/EIRO/ERI and the Fellow, the provisions of this agreement shall prevail.
- 10.13. Any use of the Non-Parliamentary Fellowship Outputs under this clause is subject to the conditions on confidentiality and publication set out elsewhere in this agreement.

## **11. Publication, Presentation and Impact**

- 11.1. The Fellow and/or the University/EIRO/ERI must comply with Schedule 3 – Publication and Presentation of Fellowship Outputs.
- 11.2. The Fellow and/or the University/EIRO/ERI must agree with the Supervisor a process for publishing and/or presenting Non-Parliamentary Fellowship Outputs.

The Fellow must record the process in either the Shared Project Plan or in writing and the University/EIRO/ERI must record the process in writing.

- 11.3. The process in the Shared Project Plan and/or recorded in writing must comply with Schedule 3.
- 11.4. If there is an inconsistency between this agreement (which shall be deemed for the purposes of this clause to include all schedules except Schedule 1) and the Shared Project Plan; the terms of this agreement shall prevail.
- 11.5. The Fellow and the University/EIRO/ERI must not publish or present the Parliamentary Fellowship Outputs, unless they have been made available under the Open Parliament Licence<sup>1</sup> in which case the material concerned may be used in accordance with that licence.
- 11.6. The Fellow and/or the University/EIRO/ERI must report to the House of Commons any key impacts resulting directly or indirectly from the Fellowship up to seven years after the termination of the Fellowship.

## **12. Conduct**

- 12.1. The Fellow will be subject to the general rules, policies and procedures governing the House of Commons, as well as those of the University/EIRO/ERI. These are further detailed at Schedule 4. In the case of uncertainty or conflict, the House of Commons' rules, policies and procedures will take precedence over those of the University/EIRO/ERI.
- 12.2. The Fellow will be subject to the Independent Complaints Grievance Scheme (IGCS) during the Fellowship. The Fellow will be expected to work to Parliament's Behaviour Code, which provides clear guidelines around how the Fellow should be treated and how the Fellow should treat others. The Behaviour Code applies to everyone who works at or visits Parliament. The ICGS provides a framework which allows individuals to make complaints about breaches of the Behaviour Code; and for these complaints to be assessed and independently investigated. If the House of Commons receives notification from the ICGS, or another party linked to the ICGS process, that the Fellow's behaviour has been reported to the ICGS, or that the Fellow is subject to a live or completed investigation regarding the Fellow's alleged behaviour, the House of Commons may notify the University/EIRO/ERI and share information relating to the issue as the House of Commons deems appropriate. The House of Commons considers a breach of Parliament's Behaviour Code as a

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<sup>1</sup> [Open Parliament Licence - UK Parliament](#)

serious matter and will consider terminating the Fellowship in accordance with clause 14.

- 12.3. The Fellow must abide by the standards of conduct and behaviour expected at the House of Commons, including political impartiality.
- 12.4. If the Fellow wishes to participate in political activities during the Fellowship they must only do so if such participation has been approved in advance by the Supervisor.
- 12.5. The Fellow and the University/EIRO/ERI must declare any relevant interests, connections or relationships, financial or otherwise, that may have the potential to undermine the Fellow's impartiality during the Fellowship.
- 12.6. If an actual or potential conflict of interests exists at the time the parties execute this agreement, or arises during the Fellowship, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and the parties will attempt to manage the conflict appropriately. If this is not possible the Fellowship may be terminated in accordance with clause 14. The decision of the House of Commons on this matter will be final.
- 12.7. If the Fellow's conduct falls below acceptable standards as set out in these rules and policies, the Fellowship may be terminated in accordance with clause 14.

### **13. Liability**

- 13.1. No party will be liable to another party for loss of profits, business, or contracts or other indirect losses that are incurred through a breach of this agreement, a negligent act or omission relating to this agreement, or because the Fellowship was terminated before the date in 2.1.1.
- 13.2. The House of Commons will indemnify the Fellow in respect of all liabilities, costs and expenses in respect of claims brought against the Fellow by third parties where those claims arise directly from acts the Fellow have done in the performance of the Fellowship and which the Fellow have been specifically instructed to do by the House of Commons or by the Supervisor.
- 13.3. Each party's aggregate liability howsoever arising out of this agreement shall not exceed £500,000. For the avoidance of doubt, nothing in this agreement shall limit or exclude any liability of a Party to the extent that such limitation or exclusion is not permissible under applicable law.

## **14. Termination**

- 14.1. Any party may terminate the Fellowship at any time, with or without notice, by writing to the other parties and stating the intent to terminate and the date on which the Fellowship will end.
- 14.2. Upon termination of the Fellowship, the Fellow must return to the Supervisor any passes, equipment or materials (including copies) issued by the House of Commons to the Fellow.
- 14.3. After the Fellowship's termination (howsoever arising) the Parties must not hold the Fellow out as being a current holder of a Fellowship.
- 14.4. After the Fellowship's termination the Parties may state:
  - 14.4.1. that the Fellow was previously a recipient of the Fellowship and/or completed the Fellowship if the Shared Project Plan was successfully completed; or
  - 14.4.2. that the Fellow was previously a recipient of the Fellowship if the Shared Project Plan was not completed.
- 14.5. After the Fellowship's termination (howsoever arising) the Fellow and the University/EIRO/ERI must not, without the House of Commons' express written agreement, act in any way to suggest that any of the Fellow's work (even if commenced as part of the Fellowship) is produced as part of the Fellowship, or is supported, connected or sponsored by, the House of Commons.

## **15. Data Protection**

- 15.1. In this clause 15 Data Protection Legislation means (i) the UK GDPR (which has the meaning given in section 3 (10) of the Data Protection Act 2018) (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
- 15.2. Unless the context requires otherwise, terms defined in the Data Protection Legislation shall have the same meaning when used in this clause 15.
- 15.3. The parties agree that, for the purposes of Data Protection Legislation, the House of Commons and the University/EIRO/ERI process the Fellow's personal data as an independent data controller in its own right. Nothing in this agreement is intended to construe either the House of Commons or the University/EIRO/ERI as the data processor of the other or as joint data controllers with one another with respect to the Fellow's personal data.



- 15.4. The House of Commons and the University/EIRO/ERI shall process the Fellow's Personal Data in compliance with Data Protection Legislation.
- 15.5. The House of Commons will collect and process information relating to the Fellow in accordance with its privacy notice. A copy of the privacy notice will be made available upon request.
- 15.6. The Fellow acknowledges that the House of Commons will share with the University/EIRO/ERI information that the University/EIRO/ERI needs to carry out its obligations as the Fellow's employer.

## **16. Freedom of Information, Environmental Information Regulations and Disclosure to Parliament**

- 16.1. The House of Commons reserves the right to disclose such information as is necessary to meet legal, regulatory and public policy requirements and also any other duty it may have to provide information to Parliament.
- 16.2. All parties acknowledge that if a party to this agreement is considered a public authority within the meaning of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"), then all information received by that party may be subject to a future request under the FOIA or EIR and will be dealt with accordingly.
- 16.3. When considering a request under the FOIA or the EIR, the relevant party will carefully consider releasing any information it holds, giving due protection to confidential information and any other relevant exemptions. If a party provides information to another party they regard as confidential, the provider must clearly identify the confidential element(s) and explain why they consider each element to be of a confidential nature. Routine marking of the documents as being confidential will not be accepted and the relevant party will always be required to provide justification for non-disclosure. Each party acknowledges that receipt by a party of information marked as confidential or in any other way does not imply that receiving party accepts any duty of confidence by virtue of that marking nor any obligation not to disclose that information when required by the FOIA or the EIR or to provide information to Parliament.
- 16.4. Primary responsibility for decisions to disclose in response to a request under the FOIA or EIR will rest with the party who received said request. All parties acknowledge that decisions on disclosure under the FOIA or EIR are subject to the jurisdiction of the Information Commissioner, the General Regulatory Chamber of the First-tier Tribunal and ultimately the courts.

## **17. Variation**

- 17.1. Subject to clause 3 above, no variation of this agreement shall be effective unless it is in writing and signed by all three parties (or their authorised representatives).

## **18. Miscellaneous**

- 18.1. This agreement shall commence on the date when it has been signed by all the parties.
- 18.2. Subject to clause 18.3 this agreement shall automatically terminate when the Fellowship terminates.
- 18.3. The parties agree that the following clauses and schedules will survive the termination of this agreement for whatever reason: 4.6 (return of security pass), 9 (Confidentiality), 10 (Fellowship Outputs and Intellectual Property Rights), 11 (Publication, Presentation and Impact), 13 (Liability), clause 14 (Termination), 15 (Data Protection), clause 16 (Freedom of Information, Environmental Information Regulations and Disclosure to Parliament), this clause 18, Schedule 2 (Confidentiality) and Schedule 3 (Publication and Presentation of Fellowship Outputs).
- 18.4. The parties do not confer or purport to confer on any third party any benefit or right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 18.5. This agreement represents the entire understanding and agreement between the parties and supersedes all previous negotiations and understandings between the parties with respect to its subject matter. Further, this agreement supersedes all previous agreements between the parties with regard to its subject matter and those agreements are now terminated and of no further effect.
- 18.6. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part will to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement will not be affected.
- 18.7. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- 18.8. This agreement will be governed by, and interpreted in accordance with, the law of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.

By signing below the parties confirm that they have read and fully comprehend all the terms and conditions of this agreement including its Schedules and agree to abide by them at all times.

**Signed by Fellow**

Name .....  
Signature .....  
Address .....  
Date .....

**Signed on behalf of the University/EIRO/ERI by**

Authorised signatory .....  
Name .....  
Address .....  
Position .....  
Date .....

**Signed on behalf of the Corporate Officer of the House of Commons by**

Authorised signatory .....  
Name .....  
Address Palace of Westminster, London, SW1A 0AA  
Position .....  
Date .....

**Schedule 1 – Shared Project Plan****Name of Fellow:** \_\_\_\_\_**Host Office:** \_\_\_\_\_**Name of Supervisor:** \_\_\_\_\_

This document has been created as a result of feedback on the pilot fellowship scheme.

It is intended to help ensure clarity for both the Fellow and Supervisor around roles and responsibilities, expectations, working patterns, fellowship objectives and outputs.

The Supervisor and Fellow must complete this document together for inclusion in the agreement before the Fellowship commences. They may draw on content from the Fellowship application form, the requirements of the Host Office, and discussions between the Fellow and the Host Office and the Supervisor. The Supervisor and Fellow may complete the form with short or long answers, as desired, as long as they ensure shared understanding and agreement on each area.

Any variations to this Schedule must be agreed by the Supervisor and recorded in writing.

**Fellowship objectives****Here the Fellow, drawing on discussion with the Supervisor, should outline the objectives of the Fellowship: what are the intended aims of the project?****Fellowship outputs****Here the Fellow, drawing on discussion with the Supervisor, should list the minimum outputs the Fellow expects from the project. The Fellow should also list other non-essential, but ideal outputs, making the distinction between the two clear.**

**Fellow's activities**

**Here the Fellow, drawing on discussion with the Supervisor, should list the main activities the Fellow will undertake in their Fellowship and the key milestones in the project. The Fellow should also give indicative timings for key milestones, based on the agreed start and end dates for the Fellowship as detailed in the agreement.**

Please note that flexibility will be required throughout the project due to the nature of Parliamentary business and the need for Parliament to be responsive to current affairs. A Fellow may need to adjust or re-focus their projects based on the priorities and/or needs of Parliament.

**Additional activities**

**Here, drawing on discussion with the Supervisor, the Fellow should outline some potential other activities that the Fellow could explore doing as part of their Fellowship, for example: interacting with relevant POST, Library or Committee Staff, offering to do a talk or deliver training.**

**Fellow's working pattern**

**Here, drawing on discussion with the Supervisor, the Fellow should describe the way the Fellow will work, including: approximate time spent on the Fellowship each week; time / presence in UK Parliament and time / presence working from home institution.**

**Ways of working remotely**

**If the Fellow will not be based on the Parliamentary Estate for the Fellowship, here the Fellow, drawing on discussion with the Supervisor, should outline how the Fellow and Supervisor and team will work together remotely. The Fellow should agree on a plan for communication with the Supervisor to ensure regular contact.**

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**Supervisor's responsibilities and activities**

The Supervisor is responsible for ensuring the Fellow has security clearance, ICT and Network access, a laptop or computer, software and space to work when on the Parliamentary Estate.

The Fellow and Supervisor should also discuss the role and intended activities of the Supervisor during the Fellowship, e.g. providing training on using Parliamentary systems or writing for a Parliamentary audience, providing access to data, reviewing draft work, introductions to other internal teams etc, which the Fellow should outline here.

The Fellow/ Supervisor should provide an idea of what supervision will look like and also agree a plan for mutually agreeing deadlines.

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**Ways of working with the wider host team**

The Fellow and Supervisor should agree on how the Fellow will work with the wider team, which the Fellow should outline here. Will they be expected to attend team meetings? Will they be part of the team email distribution list? Where will they work when they are on the Parliamentary Estate?

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**Publication and Presentation of Non-Parliamentary Fellowship Outputs**

The Fellow and Supervisor should discuss the Fellow's proposals for publishing and presenting Non-Parliamentary Fellowship Outputs at the earliest opportunity.

The Fellow should include here details of any intended proposed publications and/or presentations.

The Fellow must obtain approval from the House of Commons in accordance with the approval process outlined in Schedule 3 for any publication or presentation of Non-Parliamentary Fellowship Outputs.

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**Both the Fellow and Supervisor should familiarise themselves with the Fellowship Outputs and Intellectual Property Rights, and Publication provisions (in particular please see clause 10, clause 11 and Schedule 3) set out in the rest of this agreement which take precedence over this Shared Project Plan.**



## **Schedule 2 – Confidentiality**

Through the Fellowship the Fellow may acquire Confidential Information as defined in clause 9 (Confidentiality) relating to either the House of Commons, the House of Lords, the Parliamentary Digital Service and/or the Client Team.

The Fellow must keep Confidential Information safe and observe any policies and procedures that apply to the handling or storage of such information, and any cybersecurity measures. If the Fellow is not sure about these policies and procedures, the Fellow must ask the Supervisor for further guidance.

The Fellow must not disclose Confidential Information unless the Fellow is given express authority to do so. Such authority may arise from an express written instruction by the Supervisor or Host Office.

The Fellow must continue to keep such information confidential even after the Fellowship has ended.

If, during the Fellowship, the Fellow uses or gains access to any hard copy or electronic documents which were created by and belong to the House of Commons, the House of Lords, the Government, a Member of the House of Commons, a Member of the House of Lords, Parliamentary Digital Service, the Client Team and/or any member of Parliamentary staff, these will remain the relevant entity's or individual's property and the relevant entity or individual will retain the Intellectual Property in those documents. The Fellow must return all such documents to the Host Office when the Fellow leaves, together with any copies or extracts which the Fellow may have made, and the Fellow must delete any electronic copies from the Fellow's own systems.

The above provisions do not apply to information which is already in the public domain, providing that it has not come into the public domain as a result of an unauthorised disclosure.

### Select Committees

*Confidentiality of Committee papers and proceedings in the House of Commons and the House of Lords:*

The Fellow must comply with the obligations of confidentiality set out below in relation to any Select Committee papers or proceedings to which the Fellow has access to as a result of the Fellowship.

The details of any Committee's private deliberations, are confidential to the Committee until and unless they are reported to the House. Papers created for or received by Select Committees are confidential until published by order of the Committee. It is open to a Committee to give witnesses permission to publish evidence themselves, but in the absence of

such a decision the Fellow is under an obligation to treat all Select Committee papers including evidence as confidential until made public by order of the Committee.

Disclosure of a document which has not yet been formally reported to the House is a contempt of the House. In particular, any disclosure of a draft report, or an agreed report which has not yet been reported to the House or published, even to another Member of the House, is unacceptable, and anyone coming into possession of such a document is under an obligation to make no use of it and return it to the Clerk at once.

Witnesses before a select committee are protected by Parliamentary privilege. Any attempt to intimidate or influence a witness before a Committee, including by threat of legal action, is a contempt.

**If any difficulties arise at any time in connection with Committee papers or proceedings or with Parliamentary privilege, the Fellow is advised to consult the Clerk of the Committee as soon as possible.**

#### Personal Information

The Fellow must read and comply fully with the House of Commons' Data Protection policies for the duration of the Fellowship, and for as long as the Fellow has access to any personal data obtained in the course of the Fellowship.

The Fellow must seek advice from the Supervisor as to which policies apply.

If in the course of the Fellowship the Fellow becomes aware of personal information about a living individual:

- the Fellow must not gain access to, use or pass on this information to any person unless the Fellow has or is given authority to do so;
- the Fellow must not allow another person to gain access to, use or pass on this information to any person unless the Fellow has or is given authority to do so; and
- the Fellow must not destroy any record containing personal information about a living individual unless the Fellow has or is given authority to do so.

#### Classified Information

During the Fellowship the Fellow may come into contact with or acquire information which has a confidentiality or privacy marking (restricted, confidential, secret, top secret, in confidence or similar). It is the Fellow's responsibility to keep this information safe. In particular, the Fellow must not talk about the information outside the Fellow's immediate workplace, and the Fellow must not pass it on to anyone else unless the Fellow is given authority to do so, either in accordance with this agreement or through an express instruction from the Host Office.

#### Information Subject to the Official Secrets Act

If the Fellow acquires information which is covered by the Official Secrets Act 1989, it may be an offence to disclose that information to any person not authorised to receive it. This also applies to information covered by the Official Secrets Act 1989 which is provided to the Fellow by a person acting in breach of the Act.

## **Schedule 3 – Publication and Presentation of Fellowship Outputs**

### General Rules

The House of Commons recognises that the Fellow and/or University/EIRO/ERI will wish to make Non-Parliamentary Fellowship Outputs publicly available:

- in written publications, which shall include, without limitation, books, articles, blogs, online posts (“**Publications**”); or
- in oral presentations, which shall include, without limitation, talks, lectures, interviews, podcasts and workshops (“**Presentations**”).

The Fellow and/or University/EIRO/ERI, as appropriate, will be referred to in the remainder of this Schedule 3 as the ‘Disclosing Party’.

The Disclosing Party must not make Non-Parliamentary Fellowship Outputs publicly available either by Publication or Presentation without the House of Commons’ express written authorisation as detailed below.

The Disclosing Party must not, in any work the Disclosing Party does in a capacity outside the Fellowship or after the Fellowship is terminated, do anything to suggest that the Disclosing Party is acting with the authority, or tacit approval, of the House of Commons or the Host Office.

The Disclosing Party must make clear that any views the Disclosing Party expresses are based on the Disclosing Party’s own opinions and interpretations and not the House of Commons or those of the Host Office.

### Approval process: Proposed Publication or Presentation of Non-Parliamentary Fellowship Outputs does not include Confidential Information or material subject to Parliamentary privilege

Where the Disclosing Party’s proposed Publication or Presentation does not include or rely on Confidential Information or material subject to Parliamentary privilege, they must follow the steps outlined below.

For either Presentations or Publications which include or rely on Non-Parliamentary Fellowship Outputs the Disclosing Party must alert the Host Office at least 8 weeks (or such longer period as may be agreed by the Disclosing Party and the House of Commons) prior to (a) the Presentation or (b) prior to submitting for publication, public dissemination, or review by a publication committee any Publication.

The Disclosing Party must make available either a detailed breakdown of the proposed Presentation or a copy of the proposed Publication when alerting the Host Office.

If upon review, the Host Office requests changes to the proposed Presentation or Publication, the Disclosing Party must ensure the Presentation accommodates these changes or update the proposed Publication to accommodate these changes. The Host Office will notify the Disclosing Party of any required changes within 6 weeks of receipt of the proposed Presentation or Publication.

In the case of Publications the Disclosing Party must then send an updated version of the proposed Publication to the Host Office for approval.

The Disclosing Party must ensure that the final version of the proposed Publication is approved by the Host Office prior to publication.

Approval process: Proposed Publication or Presentation of Non-Parliamentary Fellowship Outputs does include Confidential Information, material subject to Parliamentary Privilege

Where the Disclosing Party's proposed Publication or Presentation does include or rely on Confidential Information or material subject to Parliamentary privilege, the Disclosing Party is reminded that such Publication or Presentation must comply with the Fellow's confidentiality obligations as set out in clause 9 (Confidentiality) and Schedule 2 (Confidentiality) of this agreement. For the avoidance of doubt the University/EIRO/ERI must comply with the provisions of clause 9 and Schedule 1 as if it were the Fellow.

In addition, the Disclosing Party must comply with the approval process in section A below.

If the Disclosing Party is doing work for a Select Committee, or intending to publish information relating to a Select Committee, the Disclosing Party must in addition to complying with section A also comply with the specific conditions set out in section B.

*A – Approval Process*

For either Presentations or Publications which include or rely on Non-Parliamentary Fellowship Outputs the Disclosing Party must alert the Host Office at least 10 weeks (or such longer period as may be agreed by the Disclosing Party and the House of Commons) prior to (a) the Presentation or (b) prior to submitting for publication, public dissemination, or review by a publication committee any Publication (**“the Review Period”**).

The Disclosing Party must make available either a detailed breakdown of the proposed Presentation or a copy of the proposed Publication when alerting the Host Office.

The Disclosing Party must incorporate all reasonable comments made by the Host Office in relation to the proposed Publication or Presentation.

If upon review, the Host Office requests changes to the proposed Presentation or Publication, the Disclosing Party must ensure the Presentation accommodates these changes or update the proposed Publication to accommodate these changes. The Host Office will notify the Disclosing Party of any required changes within 8 weeks of receipt of the proposed Presentation or Publication.

In the case of Publications the Disclosing Party must then send an updated version of the proposed Publication to the Host Office for approval.

The Disclosing Party must ensure that the final version of the proposed Publication is approved by the Host Office prior to publication.

During the Review Period, the Host Office will be entitled to make a reasoned request that the Disclosing Party delay the Presentation or Publication, for up to 6 months from the start of the Review Period (a “**Confidentiality Notice**”) so that the Host Office may take steps to protect the House of Commons’ Confidential Information, Intellectual Property Rights and/or other rights. The Disclosing Party will not unreasonably withhold their consent to such a request. The deadline for issuing a Confidentiality Notice is 30 days after the start of the Review Period.

The Host Office will be entitled to request an exceptional additional delay after the Confidentiality Notice has expired if, in its reasonable opinion, Confidential Information and copyright or other rights might otherwise be compromised or lost. The Disclosing Party will not unreasonably withhold or delay their consent to such a request.

Should such approval be denied, the Disclosing Party must keep the information confidential. Failure to do so will be a breach of this agreement and may be a contempt of Parliament.

#### *B – Select Committees*

The Disclosing Party must obtain the approval of the Host Office, in this case the Clerk of the relevant Select Committee, before the Disclosing Party makes public any information that is confidential to the Committee or that is covered by Parliamentary privilege (see Schedule 2 for details).

Should such approval be denied, the Disclosing Party must keep the information confidential. Failure to do so will be a breach of this agreement and may be a contempt of Parliament.

#### **Schedule 4 – Conduct**

The Fellow will abide by the standards of conduct and behaviour expected at the House of Commons, including political impartiality, and including without limitation, complying with:

- the House of Commons Staff Handbook (as far as it is applicable to the Fellowship);
- the policies and procedures listed below and any other relevant policies and procedures as reasonably requested; and
- any relevant training as required by the House of Commons.

The House of Commons Staff Handbook and all the relevant policies and procedures can be found on the House of Commons intranet. It is the Fellow's responsibility to ensure that they have read and understood these documents at the start of their Fellowship. During the Fellowship, if the Staff Handbook, or policies and procedures are updated, or additional ones introduced; the Fellow will also need to understand and comply with these. If the Fellow has any questions regarding these documents, or requires assistance locating these documents, they should raise this in the first instance with the Supervisor.

The Fellow will be required to comply with the standards of conduct and behaviour expected at the House of Commons, including without limitation complying with:

- the House of Commons Staff Handbook (as far as it is applicable to their Fellowship);
- the policies and procedures relevant to their Fellowship, including without limitation:
  - Safeguarding Policy
  - Finance Rules
  - Parliament's Behaviour Code
  - Anti-bribery policy
  - Conduct, Conflicts of Interest, Personal Interests and Business Appointment Rules
  - Disclosing Malpractice or Impropriety 'Whistleblowing' Policy
  - Social Media Policy
  - all Safety and Wellbeing policies and procedures
  - all IT, records management and data security policies and procedures; and
  - any relevant training as required by the House of Commons.