

Industrial Secondment Scheme

Agreement

1. Parties to Agreement

1.1 This agreement is made between the Royal Academy of Engineering ("The Academy") and the Secondee's Higher Education institution ("The Employer") for an Award under the Industrial Secondment Scheme.

2. Purpose of Agreement

2.1 The aim of the award is to provide funding to enable a member of staff teaching engineering in an engineering department in a United Kingdom (UK) Higher Education Institution to spend three to six months in industry (out of academia) with a view to improving the quality and industrial relevance of the teaching of engineering on his/her return through the acquired hands-on industrial experience.

2.2 The purpose of the Agreement, therefore, is for the completion of the work outlined in the agreed (by the industrial partner ("The Host") and the Award Holder ("The Secondee")) work plan, which is subject to the terms and conditions of this Agreement.

3. Period of the Secondment

3.1 The Award will provide for the support of a secondment to The Host for the duration of three to six months on a full-time basis or for a longer period on a part-time basis (subject to earlier termination of this Agreement in accordance with its terms).

4. Obligations of The Academy

4.1 The Academy undertakes to pay 85% of the approved costs to The Employer -to enable The Employer to recruit a temporary replacement for the teaching duties of the approved Secondee- on receipt of an invoice **within three months from the date of notification of the award** and the remaining 15% on receipt of an invoice from The Employer **no later than three months of the completion of the secondment**, subject to the submission of the End-of-Secondment reports mentioned in [5.3].

4.2 The award is intended to pay all or a proportion of the costs.

4.3 The Academy undertakes to provide guidelines for writing secondment reports and to send the reports submitted by The Secondee and The Host for evaluation and feedback to the Members of the Industrial Secondment Scheme's Steering Group for approval and as a measure of the success of the scheme.

4.4 The Academy undertakes to monitor the progress, conduct and development of The Secondee through a visit to The Host organised by the Secondee and the Host at a mutually agreed (by The Academy, The Host and The Secondee) date and through formal/informal feedback from The Host.

4.5 The Academy may withhold and/or demand repayment of all or any part of the Award, at its absolute discretion,

4.5.1 If the secondment does not start within 12 months of the date of the award

4.5.2 If The Secondee fails to complete the secondment on time or within a period agreed with The Academy.

4.5.3 If the Secondee and Host reports are not submitted to The Academy within the deadlines stated in [5.3] and [5.4].

4.6 The funds awarded by The Academy for each Secondee are not transferable and are given to The Employer in respect of the named Secondee and the named Host for the agreed period.

5. Obligations of The Employer

5.1 The Employer undertakes to provide The Academy with a written statement of the teaching and teaching-related duties of The Secondee and the funds required to find a replacement for The Secondee's teaching (and teaching-related) duties in his/her absence at the application stage.

5.2 In the event of termination of the secondment, The Employer will reimburse The Academy for that part of the award, which is outstanding on a pro-rata basis.

5.3 The Secondee and The Host will submit to The Academy within one month of the completion of a secondment confidential reports describing how the opportunity provided by the Secondment was used.

5.4 The Secondee undertakes to provide The Academy with a short (one to two A4 pages long) report one year after the return to the HE institution describing how the secondment experience was used in teaching activities.

5.5 The Employer undertakes to give to The Academy a 10 % refund of the award if The Secondee and The Host reports in [5.3] are

5.5.1 Not submitted to The Academy.

5.5.2 Of unacceptable quality.

5.6 The Employer undertakes to give to The Academy a 5 % refund of the award if The Secondee's End-of-Year report in [5.4] is

5.6.1 Not submitted to The Academy.

5.6.2 Of unacceptable quality.

5.7 The Host undertakes to provide The Academy a completed Third Party Income form within one month of the completion of a secondment.

5.8 If the secondment does not start, within 12 months of the date of the award, The Employer must send The Academy a written report of the reasons for the delay as soon as practicable (and not later than one month after the expiry of such 12 month period) and, if reasonably ascertainable, the proposed date of commencement.

5.9 The Secondee will remain an employee of The Employer and will be subject to that organisation's normal terms and conditions. Notwithstanding that, The Secondee will be subject to the rules of conduct of The Host (including those related to attendance, absence, holiday entitlement/time off and problem-solving procedure) during the period of secondment.

5.10 The Employer undertakes to support and enable the Secondee –on his/her return- to take maximum advantage of the secondment experience gained.

5.11 The Academy may ask The Secondee to be involved in a presentation of the results of the secondment to a selected audience or to take part in the promotion of the scheme and its results. The Employer undertakes to support The Secondee in the scheme's dissemination activity.

5.12 The Employer (and The Secondee) must acknowledge the financial support of The Academy in any materials/publications related to the Secondment and in written and spoken presentations about the secondment and its outcomes.

5.13 Patent and intellectual property rights should be negotiated between The Employer, The Host and The Secondee. It is recommended that an agreement is drawn up between these parties prior to the start of the secondment to protect individual interests.

5.14 The Employer undertakes to submit to The Academy an invoice for 85% of the Award value no later than three months from the date of notification of the Award and an invoice for the remaining 15% of the award value no later than three months from the date of completion of the secondment.

6. Termination

6.1 This agreement may be terminated by either party giving to the other not less than one month notice in writing, which will include an explanation of the reasons for termination.

6.2 The secondment will be considered completed only after The Secondee and The Host reports described in [5.3] and [5.4] have been completed to The Academy's satisfaction.

7. Amendment or Variation

7.1 The prior consent of The Academy must be obtained before any change is made to the secondment as described in the Agreement and further detailed in The Secondee's Application Form and supporting documentation. This applies irrespective of whether or not these changes relate to any additional funding requests.

7.2 This agreement may only be varied by agreement in writing by both parties.

8. Breach

8.1 Either party may terminate this Agreement with immediate effect in the event of a breach of any of its terms by the other party.

8.2 The Academy will terminate this Agreement if the secondment period is used for purposes other than those approved by the scheme's Selection Panel.

9. Date of Agreement

The Agreement shall be deemed to take effect from the date of the Secondment award.

Authorised to Sign for and behalf of The Employer:

Signature: Date:

Name (in capital letters):

Position:

Organisation:

Authorised to Sign for and behalf of The Academy:

Signature: Date:

Name (in capital letters):

Position:

Secondee Declaration:

I have read and understood the obligations listed in this Agreement. I agree to act in accordance therewith.

Signature: Date:

Name (in capital letters):