This is the schedule referred to in the foregoing fellowship agreement between the SPCB, the University and the Fellow.

Schedule Part 1

TERMS AND CONDITIONS

1. Period of Fellowship and Working Hours

    1.1. The period of the Fellowship and any working hours will be as stated in the Agreement. This period can, however, be amended on the mutual agreement of the parties.

    1.2. The Fellow is expected to meet the agreed time commitments and to give reasonable notice when this is not possible.

2. Location

    2.1. The Fellow will be based at the University and the work programme will mainly be carried out remotely. The Fellow will, however, visit the Parliament as specified in the Agreement in order to liaise with parliament staff.

3. Role

    3.1. The Project the Fellow will undertake during the Fellowship (the "**Fellowship Work**") will be in accordance with the Proposal as detailed in Schedule Part 2 to the Agreement as amended to take into account any new timetable, scope or outputs agreed in the section of the Agreement above entitled "Role". The fellow will produce the outputs as specified in the Agreement to the timetable agreed on in the Agreement.

    3.2. The precise scope of the Project may vary depending on the SPBC's needs and the parties will agree on the precise scope of the Project following further discussions.

4. Liability and Insurance

    4.1. The SPCB will be responsible for liability to any third party that may arise in connection with duties performed by the Fellow for the SPCB during the Fellowship.

    4.2. The SPCB will provide adequate insurance cover for the Fellow while under the direct control and supervision of the SPCB and while working for the SPCB in connection with the Fellowship.

5. Annual Leave

    5.1. The Fellow will continue to be entitled to the annual leave, public and privilege holidays to which they are entitled at the University. Requests for periods of

leave from the Fellowship Work must be made by the Fellow in advance to their supervisor at the SPCB and will not be unreasonably refused.

6. Funding

6.1. The Agreement will indicate whether or not the SPCB will provide funding for the Fellowship.

6.2. If SPCB funding is provided, invoices addressed to Simon Hilton, the Finance Office, The Scottish Parliament, Edinburgh, EH99 1SP should be emailed to us. The SPCB will pay all sums properly due within 30 days of receipt from the University of a valid invoice.

7. Fellow's Pay and Expenses

7.1. Throughout the Fellowship, the Fellow will remain an employee of the University. The Fellow will continue to be paid by the University, their salary will remain the same and they will receive any pay increases they would have been entitled to in the University (including performance pay if appropriate). The Fellow's service with the SPCB will qualify in the University for continuous service. The Fellow's existing pension arrangements will not be affected by this Fellowship.

7.2. The University will continue to meet the Fellow's entitlement to Statutory Sick Pay and any contractual sick pay. Any sick absences while on the Fellowship must be notified by the Fellow to the University in line with the University's reporting procedures. The Fellow must also ensure that the SPCB is informed of any sick absences as soon as possible.

7.3. The Fellow shall continue to be eligible for holiday pay and any other leave-related pay entitlements in accordance with their employment with the University.

7.4. Nothing in this Agreement creates an employment relationship between the SPCB and the Fellow.

8. Supervision and Support

8.1. During the Fellowship the SPCB will provide such assessments of the Fellow's performance as may be reasonably required by the University.

8.2. The SPCB will be responsible for ensuring that the Fellow receives any relevant training to enable them to undertake their Fellowship duties and will be responsible for the cost of any such training.

8.3. The Fellow's supervisor during the Fellowship is as stated in the Agreement. The supervisor will:

8.3.1. provide a thorough induction to the Fellowship role, explain the standards the SPCB works to and support the Fellow to achieve and maintain them;

8.3.2. meet with the Fellow regularly to discuss progress;
8.3.3. work with the Fellow to attempt to resolve fairly any concerns, complaints and difficulties the Fellow may have during the Fellowship;
8.3.4. ensure that the principles of fairness and equal opportunity are applied at all times; and
8.3.5. support the Fellow's personal development through the experience gained in the Fellowship role.

8.4. During the Fellowship the Fellow will be subject to and undertakes to abide by the SPCB's policies, rules and procedures, including but not limited to:
8.4.1. the SPCB's data protection policy (https://www.parliament.scot/privacy)
8.4.2. the SPCB's health and safety policy (https://www.parliament.scot/about/how-parliament-works/parliament-policies/health-and-safety)
8.4.3. the SPCB's policy on the acceptable use of IT (https://www.parliament.scot/careers/employee-handbook/policies/use-of-it-and-social-media/acceptable-use-of-it-policy); and
8.4.4. the SPCB's policy on dignity at work (https://www.parliament.scot/careers/employee-handbook/policies/dignity-at-work)

8.5. The day-to-day management of the Fellow's attendance, performance, and health and safety whilst at the Scottish Parliament is the responsibility of the SPCB.

9. Confidentiality and Use of Official Information

9.1. The Fellow and the University will be expected to abide by the rules on confidentiality which exist in both the University and the SPCB, as applicable. Except as permitted by the Intellectual Property clauses of this agreement, the Fellow and the University must keep confidential all information obtained in the course of the Fellowship, other than that contained in authorised and publicly available documents, unless the SPCB's prior written consent has been obtained, and, in particular, the Fellow and the University must not exploit for personal advantage any such information whether or not in the public domain.

9.2. All information of a confidential nature pertaining to the Project and the Fellowship Agreement is confidential to all parties. The parties undertake to hold such information in confidence and not to publish or disclose it in any way other than to persons in their employment who shall likewise be bound by these obligations of confidentiality.

9.3. The undertaking in paragraph 9.2 above shall not apply to information:
9.3.1. Which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
9.3.2. Which the parties agree in writing is not confidential or may be disclosed;

9.3.3. Which a party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project or Fellowship Agreement;
9.3.4. Lawfully acquired by a third party who did not obtain it from any party hereto; and
9.3.5. Is required to be disclosed by any court of competent jurisdiction or by any law or regulation.

9.4. The parties acknowledge that the University and SPCB are subject to the requirements of the Freedom of Information (Scotland) Act 2002 ("**FOISA**") and the Environmental Information (Scotland) Regulations 2004 ("**EIRs**"). Each party shall:

9.4.1. Advise the other party in the event that a request for information regarding the Project is received by that party; and
9.4.2. Provide all necessary assistance and cooperation as reasonably requested by the other party to enable that party to comply with its obligations under FOISA and EIRs.

9.5. Each party acknowledges that the other party shall be responsible for determining in its absolute discretion whether any information (in respect of a request for information that is received by that party) is exempt from disclosure in accordance with the FOISA and/or the EIRs.

10. Conflict of Interest

10.1. During the Fellowship the Fellow will be required to follow the standard procedures which exist in both the SPCB and the University for registering any conflicts of interest.

10.2. During the Fellowship the Fellow must not engage in activities which have the potential to conflict with their duties as a Fellow or the interests of the Scottish Parliament or SPCB, except with the prior written consent of the SPCB.

11. Security Clearance and Security Pass

11.1. This Fellowship is conditional on the Fellow obtaining security clearance as required by the SPCB.

11.2. In order to be able to use our IT systems, the Fellow will need security clearance and will be issued with a security pass for the duration of the Fellowship. This pass is issued subject to the Fellow's conduct, i.e. that they adhere to the SPCB's policies, rules and procedures including those referred to in paragraph 8.4 of this agreement.

12. Conduct

12.1. Whilst the SPCB recognises the importance of the principles of academic freedom and freedom of expression, it is essential that the SPCB is, and is seen to be, politically neutral. Therefore, Fellows are required to conduct themselves in a politically impartial manner when acting in or in relation to their

Fellowship role. For the duration of the Fellowship the Fellow should refrain from making party political or other comments in the media, social media or other public fora which could bring the Scottish Parliament into disrepute or could otherwise damage the reputation of the Scottish Parliament, the SPCB or the Scottish Parliament Academic Fellowship scheme.

12.2. The Fellow is not permitted to seek to garner the support or influence of any Member of the Scottish Parliament on any issue of personal or political interest whilst acting in their capacity as a Fellow.

12.3. During the Fellowship the Fellow must not bring the SPCB into disrepute by publicly making any adverse, derogatory or objectionable comments in relation to individuals (whether Members of the Scottish Parliament, colleagues or others), political parties or any other organisation.

12.4. During the Fellowship the Fellow must comply with the SPCB's policies, rules and procedures noted at clause 8.4 of this agreement.

12.5. Should the Fellow's conduct fall below a standard considered acceptable to the SPCB or should the SPCB have a reasonable belief that the Fellow's conduct may have been unacceptable, the SPCB reserves the right to rescind the Fellow's access to the Parliamentary campus and to withdraw their security pass without warning.

12.6. If the Fellow has any grievances relating to their Fellowship, they should follow the SPCB's internal complaints procedure, a copy of which will be given to them at the outset of the Fellowship. The Fellow should also make any concerns known to the University and depending on the nature of the complaint, such issues may require to be resolved between the University and SPCB.

13. Intellectual Property and Publication

13.1. In this Agreement "**Intellectual Property Rights**" means any and all intellectual property rights including patents, trademarks, registered designs, copyrights and other similar rights.

13.2. The Fellow must not breach the Intellectual Property Rights of any third party while carrying out their Fellowship role.

13.3. All Intellectual Property Rights in any briefings, reports or other material published by the SPCB to which the Fellow contributes, will belong to the SPCB. All Intellectual Property Rights in any pre-existing material which the Fellow provides to the SPCB in connection with the Fellowship will remain the Fellow's or the University's property, as the case may be. The Fellow and/or the University agree to promptly execute all documents and do all acts as may, in the opinion of the SPCB, be necessary to give effect to this paragraph.

13.4. During the course of the Fellowship, the Fellow may generate certain material such as data which the Fellow collects or working papers which the Fellow drafts for the SPCB. The Intellectual Property Rights in materials and data collected or drafted for the SPCB shall be jointly owned by the SPCB and the University. The SPCB and the University shall each be entitled to use such

material for their own research, teaching or other purposes without permission or consent from the other.

13.5. The SPCB is committed to publicising Fellows' research within the Parliament. However, in exceptional cases where the research in question clearly does not reach the standards and/or timeframe agreed on in the Fellowship Agreement, and where a solution cannot be found to such concerns, the SPCB retains the right not to publicise the Fellowship Work in the Parliament (for example by not publishing a briefing on the SPCB's website). In such cases, the SPCB will act reasonably after first discussing its concerns with the Fellow and will provide an explanation in writing to the Fellow for any such decision.

13.6. The SPCB recognises that the University and/or the Fellow may also wish to publish, or otherwise disseminate, the findings of the Fellow's research outside of the Parliament. The SPCB is committed to the Fellow's academic freedom to publish such research. However, the University and the Fellow agree not to publish or otherwise disseminate, the findings of the Fellow's research outside of the Parliament unless the SPCB is given the opportunity to publicise the research within the Parliament first. Any such publication by the Fellow and/or the University must also comply with the confidentiality and/or intellectual property requirements in this agreement.

13.7. This paragraph 13 shall remain in full force and effect after termination of this Agreement.

14. Data Protection

14.1. The SPCB's policy in relation to personal data is set out in its Privacy Statement available here: Privacy statement - Scottish Parliament | Scottish Parliament Website. By signing this Agreement, the Fellow confirms that they have read and understood the Privacy Notice at Schedule Part 3 of this Agreement and acknowledges that the SPCB will hold and process data which relates to the Fellow (which may include special category data). The Fellow accepts that the Privacy Notice may be updated from time to time and the updated version can be found on the Scottish Parliament's website.

15. Termination

15.1. This Agreement may be terminated by either party giving the required notice as specified in the Agreement.

15.2. The Fellow will return to the service of the University on the termination or expiry of this Agreement.

15.3. If the Fellow ceases to be an employee of the University, this Agreement will end on the date of that event unless agreed otherwise by the SPCB in writing.

15.4. The SPCB reserves the right to terminate the Fellowship in the following instances:

15.4.1. Following discussions with the University, if the attendance, conduct, or

performance of the Fellow proves not acceptable to the SPCB; or

15.4.2. In the event of a serious breach by the Fellow of the terms of the SPCB's code of conduct or the SPCB's policies, or in the event that the Fellow's performance falls significantly below the standard required by the SPCB, this Agreement may be terminated with immediate effect.

16. Return of Equipment

16.1. At the end of the Fellowship or at any time on request, the Fellow will return all property supplied by the SPCB which the Fellow has received in connection with the Fellowship.

17. Governing law and Jurisdiction

17.1. This Agreement and any disputes arising in relation to it shall be governed by and construed in accordance with the Law of Scotland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

18. Variation

18.1. The terms of this Agreement may only be varied in writing between all parties.

19. Entire Agreement

19.1. This Agreement (together with the schedules, all documents attached to or referred to within it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between the parties, whether written or oral, relating to its subject matter.

Schedule Part 2

PROPOSAL