

AC/TB/TC5/Employee No. 050077/018447

This letter replaces our letter dated 20 November 2018

Form of Agreement between Lancaster University and Mrs Liqin Zheng dated 20 November 2018.

Dear Mrs Zheng

I am pleased to offer you an appointment as Visiting Researcher - Linguistics And English Language from 7 January 2019 until 6 January 2020.

This appointment carries no salary but a bench fee of £4000 will be payable to the University. The terms and conditions of appointment are set out in the accompanying document (TC5), which provides details of relevant local policies and procedures. Please note that in respect of clauses 4.1 and 4.7 'appointment' shall be taken to mean all that time spent in association with the work of the University whether paid or not. Compensation for relinquishing intellectual property will be determined in accordance with the procedures which apply to all salaried staff of the University.

Would you please confirm your acceptance of this appointment offered on the terms contained in this letter and in the enclosed document (TC5) by signing, scanning and returning the attached acceptance slip together with the enclosed equality and diversity monitoring form within 10 calendar days from the date of this letter to HR@lancaster.ac.uk.

I hope your association with Lancaster University will be mutually beneficial and rewarding.

Yours sincerely



Tracey Brockbank
HR Assistant

Email: hr@lancaster.ac.uk

Mrs L Zheng
Linguistics And English Language

050077/018447

I accept the appointment as detailed in the enclosed document (TC5) and your letter dated 20 November 2018.

Signed Dated

Please sign, scan and return your acceptance slip via email to HR@lancaster.ac.uk

**TERMS AND CONDITIONS OF APPOINTMENT OF HONORARY AND VISITING STAFF**

- 1.1 On appointment you will become a member of the University in order that you may undertake such work as may have been agreed with you by the Head of Department. It is hoped that you will be able to pursue advanced studies or research in your subject.
- 2.1 You must observe such ordinances, rules, regulations and orders as authorised by the Council or the Senate of the University.
- 3.1 The appointment may be terminated by not less than three months' notice given at any time by either side in writing.
- 4.1 Inventions made by you whether patentable or non-patentable are owned by the University if made in the course of this appointment, which means:
- (a) in the course of your normal work or in the course of work falling outside your normal work but specifically assigned to you where in the circumstances in either case an invention might reasonably be expected to result from the carrying out of that work, or
 - (b) in the course of your work where at the time of making the invention because of the nature of your work and the particular responsibilities arising from the nature of that work you had a special obligation to further the interests of the University.
- 4.2 Where an invention made by you is owned by the University as a result of the operation of the above provisions the University will consider the making of payments to you in accordance with the ex gratia compensation scheme approved from time to time by the Council. The existence of this scheme does not affect your statutory rights to compensation under s40 Patents Act 1977.
- 4.3 Copyright materials written by you in the course of your appointment are owned by the University except where the University has agreed otherwise and waived its right under the Copyright Designs and Patents Act 1988 and succeeding Acts. The University agrees to waive its rights in copyright in the following cases and will execute at no cost to you any necessary written confirmation of this waiver:
- (a) teaching materials for use in Lancaster University courses except where such materials are produced as part of a contract teaching course commissioned from the University by an outside body and subject to the exceptions set out below
 - (b) academic research publications except where such materials are produced as part of a research report made under a research contract between the University and an outside body and subject to the exceptions set out below
 - (c) academic teaching publications except where such materials are produced as part of a contract teaching course commissioned from the University by an outside body and subject to the exceptions set out below

These waivers will not apply for any of the above categories of material which are presented as:

- (i) computer software and computer generated works
- (ii) photographs, films, video or audio recordings
- (iii) designs for industrially produced products

- (iv) material forming part of or describing an invention or design for an industrially produced product owned by the University and of commercial use in protecting or exploiting that invention or design

and the University claims full rights of ownership of copyright in these categories of material.

This waiver is conditional on your agreement that if the production or recording of materials or publications involved the use of University equipment or other facilities the University may require you to agree to reimbursement from the benefits received by you from any sale or licensing of the copyright material so generated of the costs of provision of such University equipment or other facilities before giving its waiver.

- 4.4 Designs for industrially produced products whether aesthetically appealing or purely functional, including design rights in semiconductor chip topographies, created by you in the course of your employment are owned by the University under the terms of the Registered Designs Act 1949 and under the Copyright Designs and Patents Act 1988. However, the University will in its discretion apply the same ex gratia compensation scheme to you in respect of any such designs as to inventions.
- 4.5 You are required to report to the University and not to disclose to others except in confidence any inventions you make in the course of your appointment which in your opinion may be patentable or protectable as commercial trade secrets or otherwise or commercial significance or protectable as designs for industrially produced products.
- 4.6 Where the University owns intellectual property rights in materials produced by you in the course of your appointment and has not waived its rights in them in these terms and conditions of appointment but does not wish to exploit them, the University will in its discretion grant a free assignment of those rights to you upon request.
- 4.7 Where you are the owner of intellectual property rights you may not in publishing or exploiting those rights make use of any intellectual property rights held by the University or make use of or disclose any confidential information held by the University and acquired by you in the course of your appointment or otherwise from the University.
- 5.1 A copy of the University's Health and Safety Policy Statement and further guidance is available at <http://www.lancaster.ac.uk/depts/safety/>.
- In addition, documentation specific to your area of work will be held by your Head of Department.
- 5.2 The University has a policy concerning the use of its computer equipment, a copy of which can be found in the Head of Department manual or obtained from Human Resources.
- 5.3 You shall not either during your employment (except in the performance of your duties) or at any time after its termination, use for your own purposes (or for any purposes other than those of the University) or divulge to any person or organisation any confidential information belonging to the University or to any subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. A policy on the disclosure of personal information is available on the Human Resources website.
- 6.1 These terms and conditions of your appointment, together with the letter under cover of which they are sent, constitute the sole authoritative statement of the University's obligations to you. No written or oral additions to or subtractions from these documents have any validity insofar as your terms and conditions of appointment are concerned unless they are confirmed in writing by the Director of Human Resources or his/her nominee.



Equality & Diversity Monitoring Form

Diversity information is used for anonymous monitoring only and it helps the University to fulfil its duties under the Equality Act 2010.

Title (e.g. Dr. Mr. Ms.)		Mrs	Post title		Visiting Researcher
First forename		Li Qin	Date of birth		
Other forenames			Nationality		
Surname		Zheng			
Tick below	What is your gender?		Tick below	Is your gender identity the same as you were originally assigned at birth?	
	Female			No	
	Male			Prefer not to answer	
				Yes	
Tick below	What is your ethnic origin?		Tick below	What is your religion?	
	Arab			Any other religion	
	Asian or Asian British - Bangladeshi			Buddhist	
	Asian or Asian British - Indian			Christian	
	Asian or Asian British - Pakistani			Hindu	
	Black or Black British - African			Jewish	
	Black or Black British - Caribbean			Muslim	
	Chinese			No religion	
	Gypsy or Traveller			Prefer not to answer	
	Mixed-White and Asian			Sikh	
	Mixed-White and Black African			Spiritual	
	Mixed-White and Black Caribbean		Tick below	What is your sexual orientation?	
	Other Asian Background			Bisexual	
	Other Black Background			Gay man	
	Other Ethnic Background			Gay woman/lesbian	
	Other Mixed Background			Heterosexual	
	Prefer not to answer			Other	
	White			Prefer not to answer	
Tick up to 2 boxes below	Do you have an impairment, health condition or learning difference?				
	Blind or serious visual impairment				
	Deaf or serious hearing impairment				
	General learning disability e.g. Downs				
	Long-standing illness/health condition				
	Mental health condition e.g. depression				
	No known disability				
	Other disability/impairment/medical condition				
	Physical impairment/mobility issues				
	Prefer not to answer				
	Social/communication impairment				
	Specific learning disability e.g. dyslexia				

Please return this form with your acceptance to HR@lancaster.ac.uk