



Issued by the Royal Literary Fund (Registered Charity number: 219952). Queries and correspondence to the Fellowship Officer at the address below or at [rlitfund@btconnect.com](mailto:rlitfund@btconnect.com) - or on 020 7353 7160.

The terms of this **Memorandum of Agreement** between the **Royal Literary Fund** (hereinafter called the 'RLF') of **3 Johnson's Court, London EC4A 3EA**

and \_\_\_\_\_,

(hereinafter called the 'HEI'), for the appointment of the following **RLF Fellow(s)**

\_\_\_\_\_ ,

whose work will commence in the week beginning \_\_\_\_\_

and end in the week beginning \_\_\_\_\_, are hereby authorised by the

signatories below, the Agreement being issued by the RLF on \_\_\_\_\_.

*(note: any corrections/amendments to the handwritten entries in this section or in the main text of the Agreement must be initialled by signatories for both parties.)*

*For and on behalf of the RLF:*

*For and on behalf of the HEI \*:*

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**\* Note to HEI signatory:** please write your name, job title and the HEI address below -

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Please check that **the Co-ordinator for the Fellowship** (*see clause 7*) **has signed the Appendix**; once signed, please retain one set of this Agreement and return the second set to the RLF Fellowship Officer at the address above.

**The Terms of the Agreement are as follows:**

**1. Appointment of the Fellow(s):**

Appointments are made on the basis of the RLF's 'Guiding Principles' (as listed below): the HEI hereby agrees to implement the Fellowship in accordance with the 'Guiding Principles' –

- I. the aim of the RLF Fellowship is to foster good writing practice among students through one-to-one coaching;
- II. while working in a collaborative arrangement alongside staff at the HEI, the Fellow remains self-employed, working outside departmental lines of reporting;
- III. the work of the Fellow is designed to provide 'added value' to whatever systems of student support exist at the HEI; the promotion and operation of the Fellowship must reflect its independence from these other systems;
- IV. the details of the Fellow's work with each student are confidential and will not be shared with staff at the HEI without the express permission of the student; however, at the year end, a statistical overview of the students seen by the Fellow, along with anonymous case studies, will be provided to the host department;
- V. the Fellow will determine his/her own working practices (eg structure of timetable, method of taking appointments etc) although s/he shall always have due regard to the RLF's best practice guidelines and to the terms of the RLF letter of appointment;
- VI. while on site, the Fellow should show due regard for the HEI's equal opportunities/ diversity policies, its code of practice, regulations and its health and safety policies;
- VII. the Fellow will normally be expected to work with students on a one-to-one basis but may work with groups or deliver occasional seminars/ workshops/ lectures if s/he so wishes and with the consent of staff;
- VIII. the main focus of the Fellow's work will be on the development of student writing skills/ academic literacy (rather than on creative self-expression as with the conventional writer's residency);
- IX. the Fellowship service may be promoted to students at all levels of ability (above 'remedial') and across the disciplines;
- X. the Fellow is not required to undertake tasks beyond the remit of the Fellowship, for example, dyslexia support, and basic skills or EFL/ESL tuition – nor, at any time, to perform duties normally carried out by staff, such as, course design or delivery, marking, invigilating;
- XI. the Fellow is free to negotiate paid work from the HEI (or any other party) outside the days allocated to Fellowship work;
- XII. the Fellow retains all intellectual property rights in materials that s/he writes for use by students/staff at the HEI, except that the RLF shall have free and unrestricted (non-commercial) use of these materials (for its own purposes) in perpetuity.

**2. Payment of the Fellow(s):**

The RLF will pay the above-named Fellow(s) fees for the services performed on the RLF's behalf during the period of appointment. These services will be provided on a self-employed basis and nothing in this Agreement shall suggest an employment relationship between the Fellow(s) and the RLF (or HEI).

**3. Period of Appointment:**

The Fellowship will operate between the dates given above unless this Agreement is terminated earlier by no less than one month's written notice by either party or cancelled as a result of breach of contract (*see clause 13*).

**4. Timetabling:**

The Fellow(s) will be available on set Fellowship days during undergraduate term-time as follows:

Fellow 1: \_\_\_\_\_ for \_\_\_\_ day(s) a week

Fellow 2: \_\_\_\_\_ for \_\_\_\_ day(s) a week

The specific day(s) of the week for each Fellow and the advertised times for student consultations will be agreed by the Fellow with staff at the HEI prior to the start date.

**5. Office Provision:**

(i) The HEI agrees to provide an office **for exclusive use** by the Fellow(s) on each set Fellowship day. The office must conform to the following specifications: – it will be a self-contained room with natural light and a lockable door, large enough to contain a work-station for the Fellow and seating for at least two students/visitors; each Fellow using the office will be issued with their own set of keys to the door and to a lockable drawer or filing cabinet inside the office; windows will be fitted with blinds or curtains; the office will be equipped with an adequate heating system and, if there is no window that opens, an adequate cooling system. (ii) The HEI agrees to ensure that the office is cleaned on a regular basis, and that all office fittings, fixtures and furniture are maintained in a good state of repair throughout the period of occupation: these will include – a standard-sized (or larger) desk(s) or work-station(s) with appropriate and

comfortable seating; a pedestal with lockable drawer(s) or filing cabinet(s) which are lockable; chairs for at least two students/visitors. (iii) The HEI agrees to equip the office to include: a recent model of desktop or laptop computer with all software as would be standard for a member of staff; a recent model of printer connected to the afore-mentioned computer; internet connections; a phoneline and handset with voicemail/ answer-phone functions. (iv) The HEI agrees to ensure that the office is **fully-equipped and ready for use in time for the start date** and that the equipment in the office is maintained in good working order throughout the period of occupation. (v) The HEI will provide the Fellow(s) with: a university email account; an ID card as required for access to all parts of the campus and facilities as would be standard for a member of staff; all reasonable use of phone and internet; all reasonable use of stationery (including printer cartridges and paper) and of photocopying and postal facilities. (vi) The HEI will not enforce a change of office during the course of the year without prior written agreement from the RLF.

#### **6. Fees for Office Provision:**

The HEI agrees to provide all the facilities and services set out in clause 5 for the all-inclusive fee of £ \_\_\_\_\_ (VAT exempt). Payment will be made upon receipt of an invoice providing that the invoice is issued no sooner than the end date of the appointment specified above and no later than 90 days thereafter. In the event of failure to set up office provision and facilities/services as specified in clause 5 in time for the agreed start date – or in the case of any protracted failure of equipment or disruption to use of office facilities – the RLF will be entitled to withhold a portion of the fee equivalent to half the sum total of payments that the RLF makes to the Fellow(s) for every week during which the requirements of clause 5 are not fulfilled. Where no fee for office provision is payable under this clause, the RLF will be entitled to levy a penalty charge against the HEI for failure to set up the office and facilities/ services as specified in clause 5 in time for the agreed start date – or where use of the office is disrupted or where the work of the Fellow(s) is disrupted through protracted failure of equipment/ services; this charge will be equivalent to half the sum total of payments that the RLF makes to the Fellow(s) for every week during which the said problems persist.

#### **7. Role of the Co-ordinator:**

The HEI agrees to nominate a member of staff ('the Co-ordinator') to act as the principal point of contact for the RLF/Fellow(s) on all matters arising from the Fellowship and to delegate to that person the responsibilities set out in the Appendix below. The Co-ordinator's name is given in the Appendix. Any substitution during the course of the year must be agreed in advance with the Fellowship Officer.

#### **8. Publicity and Promotion:**

It is the responsibility of the HEI – not of the RLF or Fellow(s) – to promote (and to regularly re-promote) the Fellowship to its staff and students in order to generate sufficient and sustained interest among students throughout the year. It is incumbent upon the Co-ordinator to arrange timely publicity for the post by all appropriate means (including in handbooks/ on websites/ staff/student newsheets/ signage for the Fellowship office/ photos of the Fellow(s) on departmental noticeboard/ display of books published by the Fellow(s)/ via flyers and posters, etc); furthermore, the Co-ordinator should ensure that the Fellow(s) is introduced to all relevant staff early in the session and that regular meetings are scheduled with the Fellow(s) to monitor progress. The HEI will bear all costs associated with publicity. The RLF will contribute funds towards a reception event for the Fellow(s) upon request.

#### **9. Role of the Fellowship Officer:**

The RLF scheme is administered by the Fellowship Officer and all correspondence arising from this Agreement should be addressed to the Fellowship Officer at the address above.

#### **10. Reporting:**

The University agrees to provide a written report on the strengths and weaknesses of the post within one month of the end of the appointment. The report shall conform to specifications that the Fellowship Officer will issue in due course.

#### **11. Insurance:**

The RLF will arrange appropriate insurance cover for the Fellow(s) while in post to include provision for personal public liability. The office, its fixtures and equipment will be insured by the HEI; neither the RLF nor the Fellow(s) will be liable for accidental damage to any of the items on hire to it under this Agreement.

#### **12. Complaints:**

If the HEI is unhappy about the performance or conduct of a Fellow, it should write at the earliest opportunity to the Fellowship Officer setting out the full detail of the complaint.

#### **13. Termination:**

This Agreement may be terminated by either party with one month's written notice. In the event that the HEI fails to fulfil any of its obligations under this Agreement (especially in respect of clauses 5 and 8), the RLF reserves the right to cancel the Agreement and to withdraw the Fellow(s) without any notice or further liability – in which circumstances the RLF will not be liable to pay any office fees for the period during which a breach of the Agreement has occurred.

## APPENDIX

*The Appendix sets out the responsibilities of the Co-ordinator (see clause 7 above) and it should be **signed below** by the member of staff taking up that role on behalf of the HEI:*

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**(Please sign and print your name & job title)**

As the member of staff assigned the role of Co-ordinator, I agree to act as the principal point of contact for the RLF Fellow(s) and RLF Fellowship Officer on all aspects of the scheme's implementation at the HEI. In so doing, I acknowledge that I have read and understood the RLF's *Guiding Principles* for its Fellowships which are set out in clause 1 of this Agreement and that I will ensure that the HEI's implementation of the post conforms to these principles. I have also read and understood the key clauses of the Agreement (clauses 5 and 8) concerning office provision and the HEI's responsibility for publicity and promotion. Furthermore, I undertake the following responsibilities: ~

Pre-session:

- during the final term of the preceding academic year, to meet with the Fellow(s) and/or RLF staff on one or more occasions, as required, to agree detailed arrangements for the launch of the post

In the weeks prior to the new session:

- to ensure that the office and all facilities (including IT equipment/connections/user accounts), as specified in clause 5, are made ready **by the agreed start date of the post**
- to contact the Fellow(s) to make arrangements for the first day/ be available to welcome the Fellow(s), provide access to the office, ensure library card is obtained and other necessary administrative tasks (including configuring email and internet access) completed **in good time for the start date**
- to liaise with the Fellow(s) over the introduction of an appropriate and effective appointments system for students
- to arrange **timely publicity for the post** by all appropriate means (including in handbooks/ on websites/ staff/student newsheets/ signage for the Fellowship office/ photos of the Fellow(s) on departmental noticeboard/ display of books published by the Fellow(s)/ via flyers and posters, etc)

In the first weeks of semester one:

- to introduce the Fellow(s) to relevant staff and student groups/ invite the Fellow to attend relevant induction events and to sit in on classes where appropriate
- to ensure that the Fellowship timetable is publicised by every means possible
- to organise a reception event (note: the RLF will contribute to food and drinks costs upon request)

Throughout the year:

- to ensure all equipment in the Fellow's office is maintained in full working order
- to regularly re-promote the Fellowship, especially by encouraging staff to recommend the Fellowship service to their students
- to hold regular progress meetings with the Fellow(s)
- to seek agreement with the Fellow(s) for any necessary change to the normal timetable, and to do so with reasonable notice
- to co-operate with whatever systems the RLF introduces for keeping record of the students who see the Fellow(s) and with the RLF's mentoring system
- to attend a formal review meeting on campus if requested to do so by the RLF
- to respond to calls, emails, correspondence promptly whether they be from the Fellow(s) or RLF staff
- to let the RLF know, at the earliest opportunity, of any problems or concerns that arise at any time during the year
- to maintain confidentiality when requested by another party
- to negotiate formal amendment of the Agreement if and when required, and to not withhold agreement unreasonably from any proposal for amendment made by the Fellow(s) or the RLF.