# Call specification and guidance to secondment applicants 2023: Probabilistic Programming

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## **Background**

The Alan Turing Institute is the UK's national centre for AI and data science and is currently developing a portfolio of research supporting emerging Fundamental AI research areas.

Our current Fundamental AI strategy aims to:

- pump prime promising and emerging areas of research with the aim of growing the UK's capacity in these areas
- support activities that require a national perspective, leveraging the Turing's role as the national centre

To this end, the Turing is pleased to announce funding for a portfolio of projects around the theme of **probabilistic programming**.

Probabilistic programming is an emerging research area that has attracted interest from the Artificial Intelligence (AI) and Machine Learning (ML) communities, as well as statistics and theoretical computer science/semantics. The basic concept of probabilistic programming is to

use ideas from programming languages to structure complex statistical models. Probabilistic programming has found applications in a range of settings, perhaps most notably in pandemic modelling.

## What we are looking for

In April 2023, Turing hosted a workshop on 'Probabilistic programming: its challenges and opportunities' where we consulted with the research community to identify research priorities that could move theory into practice and make Probabilistic programming more widely used and understood.

Stemming from the workshop we are now inviting applications for project proposals that promote the development, adoption, and awareness of probabilistic programming within the UK. We will fund a portfolio of projects with a particular emphasis on the following themes:

- Compositionality of probabilistic programs
- · Parallelization of probabilistic programs
- Programmable inference
- Semantics of probabilistic programs
- · Verification of probabilistic programs
- · Probabilistic programs and neural nets
- · Flagship applications of probabilistic programming
- Community projects to support dissemination/adoption of probabilistic programming technologies.

This list is non-exclusive, and we encourage applicants to think creatively about how they might address the requirements of this call.

Please note that you can apply even if you did not attend the workshop.

Please be aware that collaboration with the Turing community is key throughout the project lifecycle. All project teams selected from this call will be expected to engage with one another and with Turing researchers and staff to actively collaborate and help develop the "probabilistic programming" research theme within the Turing and grow a UK community. As part of your application, you will need to outline how you will contribute to the strategic development of this theme at the Turing.

This call is aimed at developing areas of work that are formative (i.e., pre-large scale funding stages), which do not fit standard funding calls, or which would benefit from the Turing being a national institute.

We are expecting to deliver these projects within the Turing, and therefore successful applicants and their teams (as applicable) will be onboarded into the Turing. Researchers will be engaged via a **secondment agreement** to Turing, which must be signed prior to the project starting, subject to the agreement of your employer. The project teams will have access to Turing resources and platforms and supported by the Turing operational and business teams. If new full-time employees are required for a project (e.g., postdoctoral research associates) they will be recruited and employed by the Turing.

Turing can offer support from our professional teams for your project, such as research engineers and data wranglers, if needed and fully justified by the project's objectives and methodology. If your project will require engagement of these teams, please contact us in a

timely manner and we can advise on costs, availability and scope for engaging members of these teams.

We anticipate that all project IP will be owned by Turing with the intention that outcomes will be published on an open-source basis under a creative commons license. Turing is committed to sharing algorithms and methods publicly.

## Who can apply

We invite researchers from any UK-based universities and research institutes to submit an application.

The lead applicant or Principal Investigator must be based in a UK university or research institute. The co-investigators do not have to be UK-based or based in a university.

All people named on the proposal must have permission from their organisation to apply to ensure the organisations agree to the Terms and Conditions, given via a <u>Submission</u> <u>Approval Letter</u> - see "How to apply section" for more information.

### Costs we will fund

A total of approximately £2.5M is available for this call. We expect to fund 3 to 5 projects for 24 to 36 months, but applications for smaller projects are welcome. Each proposal will be assessed on its own merits using the assessment criteria (given below) and in relation to the whole suite of submitted applications. If we receive multiple similar proposals, there may be a suggestion from the review panel to collaborate and develop a joint proposal.

All projects must start between 01 January 2024 – 01 March 2024.

Eligible costs include:

- Salary of personnel working directly on the project this could include, for example, PIs, Co-PIs, postdoctoral research associates, research assistants.
   Full salary and on-costs of seconded researchers will be paid to the university, prorated to %FTE and duration of secondment. VAT at the standard 20% rate is applicable to secondments.
- Salary or costs of technical or professional personnel allocated to the project from the Turing – this can include for example, data managers/wranglers, data scientists or software engineers.
- Travel and subsistence for project researchers (e.g., attending conferences, travelling to/from the Turing/other collaborators)
- Conference or event attendance fees (where conference/event is directly applicable to the research project)
- As a Turing member of staff, you can purchase cloud computing resources
  which provide services such as virtual machines, databases storage as well as
  targeted services in fields including analytics, machine learning, and internet of
  things.
- Other costs which are specifically justified for the project e.g., books, events or catering costs, specific laptops (laptops will be provided by Turing for researchers 100% FTE seconded to Turing and do not need to be costed in)
- Open access publication costs.

Note that overheads will **not** be paid as part of the Secondment Agreements.

Requested costs must be pre-approved by the university, so please ensure to include this statement of approval as part of the <u>Submission Approval Letter</u>.

Any Turing-related costs (e.g., computing resources, research engineers, etc) must be discussed and pre-approved by the Turing team. Please contact the programme manager (Ruth Drysdale: rdrysdale@turing.ac.uk) in a timely manner to discuss and arrange this.

Please note, the budget may not be funded to the maximum requested amount. The Turing leads may work with applicants to build collaborative projects which may involve updating costs for projects.

As secondees, researchers can request to receive access passes to use the Turing office space in the British Library, London and its meeting rooms.

## How to apply

Applications must be submitted via the online portal at (call ID: 12056 Probabilistic Programming) <a href="https://ati.flexigrant.com/startapplication.aspx?id=12056">https://ati.flexigrant.com/startapplication.aspx?id=12056</a>

If you have not already done so you must first register on the Flexigrant system.

If you have any questions regarding the application form or using the online system, please contact the Research Project Manager: Chiara Sbruazzo <a href="mailto:csbruazzo@turing.ac.uk">csbruazzo@turing.ac.uk</a>

Applications must be submitted by 13:00 on 10<sup>th</sup> October 2023.

In addition to the FlexiGrant form (Appendix 1), the application requires the submission of **four types of documents in PDF format:** 

- 1. **CV(s)** (up to 2 pages each) of the lead applicant/PI and each of the named researchers, which should clearly demonstrate their track record relevant to the call.
- 2. **Proposal** (up to 4 pages) to include these sections:
  - **Summary** of the proposed project (100 words)
  - Project objectives
  - **Description** of the work you propose to undertake, clearly outlining how it fits to the call, and addressing potential risks and mitigation
  - Expected outputs and impact (e.g.: research results; software; website; datasets; etc)
  - You may include references, if needed, as an additional half page maximum (in addition to the 4-page limit of the proposal)
- 3. **Submission Approval Letter(s),** up to 1 page each, on headed paper, from the head of department or deputy / equivalent at the institution/s where the PI and any Co-Is (or other team members) are based, that includes;
  - support for the proposal
  - confirmation of the requested costs
  - confirmation that the university will be willing to second the team members to Turing, under the <u>terms and conditions outlined in the Secondment Agreement.</u>

The Principal Investigator must ensure that a <u>Submission Approval Letter</u> is submitted for all universities on multi-party applications. There is suggested text in the <u>Submission Approval Letter</u> template.

4. Budget costings (<u>download spreadsheet from Turing PP Call webpage</u>) See <u>Appendix 1 for the full application</u> form that will be available on FlexiGrant.

## How we will assess your application

#### **Assessment process:**

- 1. A basic eligibility check will be carried out by the Research Project Manager
- 2. All eligible applications will undergo individual review and scoring by review panel members
- 3. A panel meeting to decide the final outcomes which may be; unsuccessful, revise and resubmit, or successful
- 4. If applicable, detailed feedback will be sent to any proposals that were recommended for "revise and resubmit" (with the option for a discussion meeting) to revise the proposal and resubmit on FlexiGrant.
- 5. Final Panel outcomes will be communicated to all applicants

#### Assessment criteria:

- 1. Scientific Novelty, Timeliness and fit to call
  - What element(s) of the project are novel, how do they include new method(s) or new application(s) that lead to new knowledge discovery and how do they contribute to scientific progress?
  - How does the project fit within the remit of this call and the overall priorities of the Turing for the Probabilistic programming area?
- 2. Research team's engagement with the Turing
  - Extent to which the project benefits from working within the Turing as a National Institute and could not have been delivered within a single academic institution otherwise.
  - Added value of the combined expertise of the co-investigators
  - Engagement of the PI with Turing and potential for supporting Turing leadership in developing the Probabilistic Programming Theme

#### 3. Impact

- The likely academic, societal, economic, or environmental impacts of the project
- The mechanisms that will be put in place to enable continued delivery of benefits following the end of the project
- 4. Feasibility and value for money
  - Can the proposed idea be implemented within the time frame?
  - · Are the requested resources appropriate given the scope of the project?
  - Does the project represent good value for money?

#### **Terms and conditions**

The university/research institution of the successful lead applicants will be required to sign a **secondment agreement** for staff directly employed on the project before the project can start. Acceptance of the secondment terms and conditions is a precondition of this funding.

Following the review Panel's final decision, successful applicants will be sent an offer letter via email, along with the full Turing secondment agreement to be completed and signed by their university/organisation. This offer will be open for a period of forty-five (45) calendar

days from the date of the Offer Letter, after which the offer will lapse. Turing reserves the right to terminate the process and retract offer letters if contractual agreements can't be reached within this timeframe.

A copy of the terms and conditions are available appendix 2.

Prior to the start of your project, you will be asked to complete a Background IP register to log any IP you propose to bring to the project, which will be reviewed by Turing staff.

## **Key dates**

- 10 October 2023: The deadline for submissions is 10 October 2023: 13:00 BST
- **06 November 2023**: the review panel decisions will be shared with applicants for any invitations to "revise and resubmit".
- By 30 November 2023: Final decisions will be communicated to all applicants and offer letters/contracts will be issued for signature
- 01 January 2024 01 March 2024: Projects must start between 01 January 2024 and 01 March 2024, as soon as the contracts have been signed

#### Contacts

If any candidates want to request reasonable adjustments, or if you have any other queries about the call process, please contact the team via Chiara Sbruazzo <a href="mailto:csbruazzo@turing.ac.uk">csbruazzo@turing.ac.uk</a> (Research Project Manager)

If you have queries on the scope and remit of the call, of resourcing and budgets, please contact the scientific lead via Ruth Drysdale <a href="mailto:rdrysdale@turing.ac.uk">rdrysdale@turing.ac.uk</a> (Al programme manager)

Thank you and good luck with your application!

#### **Our Values**

The Alan Turing Institute is committed to equality diversity and inclusion and to eliminating discrimination. All employees and secondees are expected to embrace, follow and promote our EDI Principles and Our Values.



## **Appendix 1: FlexiGrant online form content**

#### Call for proposals 2023: Turing Probabilistic Programming

- Name of lead applicant / PI:
- To demonstrate your interest/expertise in this research area please submit the CVs (up to 2 pages each) of the lead applicant/PI and each of the named researchers
- What is the name of the current university, research institute or employer of the lead applicant/PI?
- What is the current job title of the lead applicant/PI?
- In which country is the lead applicant/PI based?

With this call we seek to promote the development, adoption, and awareness of probabilistic programming within the UK. We will fund a portfolio of projects with a particular emphasis on the following themes:

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- o Parallelization of probabilistic programs
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- Semantics of probabilistic programs
- o Verification of probabilistic programs
- Probabilistic programs and neural nets
- o Flagship applications of probabilistic programming
- Community projects to support dissemination/adoption of probabilistic programming technologies.

This list is non-exclusive, and we encourage applicants to think creatively about how they might address the call.

# Your proposal will be evaluated based on the following assessment criteria, so please make sure they are all addressed in your proposal:

- Scientific Novelty, Timeliness and fit to call
- Research team's engagement with the Turing
- Impact
- Feasibility and value for money

Further details on the assessment criteria can be found in the call submission guidelines document.

Please upload your 4-page proposal You need to include the following sections:

- **Summary** of the proposed project (100 words)
- Project objectives
- **Description** of the work you propose to undertake, clearly outlining how it fits to the call, and addressing potential risks and mitigation
- Expected outputs and impact (e.g.: research results; software; website; datasets; etc)
- You may include references, if needed, as an additional half page maximum (in addition to the 4-page limit of the proposal)

Please upload your proposed Budget Costings after it has been approved by your organisation.

Please download the spreadsheet attached to the Turing call webpage and use it to upload your Budget Costings.

- Please describe how your project proposal will benefit from being embedded
  within the Turing as a UK national research centre, how you will help grow the UK
  research community in this area and how you will contribute to the strategic
  development of the probabilistic programming research theme within the Turing and
  beyond.
- Please upload a Submission Approval Letter, up to 1 page each on headed paper from the head of department or deputy / equivalent at the institution/s where the PI and any Co-Is (or other team members) are based, that includes:
  - o support for the proposal
  - o confirmation of the requested costs
  - confirmation that the university will be willing to second the team members to Turing, under the terms and conditions outlined in the Secondment Agreement attached to the Turing call webpage

Please use the Submission Approval Letter template attached to the Turing call webpage

What is the total value sought for this proposal?

## **Appendix 2: Secondment Agreement Terms and Condition**

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#### SECONDMENT AGREEMENT

## THE UNIVERSITY OF [XXXX] and THE ALAN TURING INSTITUTE

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#### THIS AGREEMENT is made on [xxx] 2023

#### **Parties**

- 1. The University of [NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS (the Employer).
- 2. The Alan Turing Institute, a company registered in England and Wales (company registration number: 09512457) and a charity registered in England and Wales (charity number 1162533) whose registered office is at The British Library, 96 Euston Road, LONDON, NW1 2DB (the Host).

#### Recitals

- 1. The Employer employs the Secondee as [ROLE].
- 2. The Employer intends to second the Secondee to the Host in order to perform the Services.

## **Agreed terms**

1. Interpretation

1. The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

"Background IPR"	means any Intellectual Property Rights owned by the Employer (including any such Intellectual Property Rights used by the Secondee in the course of providing the Secondment Services) other than the Foreground IPR.
"Confidential Information"	means information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.
"Employment Contract"	means the terms of employment between the Employer and the Secondee at the date of this Agreement, a copy of which is attached, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.
"Group Company"	means the Employer, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
"holding company"	has the meaning given in <i>clause 1.7</i> .

"Intellectual Property Rights"

means all intellectual property rights in any part of the world which subsist or will subsist now or in the future, in any information, work, results, inventions, software or other intellectual property in any form created by the Secondee in the course of the Secondment including without limitation patents, trade marks, service marks, registered designs, copyright and rights in copyright, database rights, design rights, rights in design, tradenames and domain manes, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, confidential information (including knowhow and trade secrets),

applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extension of, such rights and all similar or equivalent rights or forms of protection.

"Foreground IPR" means any Intellectual Property Rights created by the Secondee directly in the course of providing the Secondment Services.

"Management Issues" means all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).

"Secondee"

means [SECONDEE'S NAME].

"Secondment" means the secondment of the Secondee by the Employer to the Host on the terms of this Agreement.

"Secondment Period" means the period of this Agreement as defined in clause 2.2.

"Services" means [DETAILS OF THE SERVICES TO BE PROVIDED BY THE SECONDEE] or such other services as may be agreed by the parties from time to time.

"subsidiary"

has the meaning given in clause 1.7.

- 2. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 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.
- 4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 6. 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.
- 7. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

#### 2. Secondment

- The Employer shall second the Secondee to the Host on [an exclusive and fulltime basis OR insert details on which secondment is based, specifying days and hours if on a part-time] for the Secondment Period to provide the Services in accordance with the terms of this Agreement.
- 2. The Secondment Period shall commence on [DATE] and shall continue until:
  - 1. [DATE]; or
  - 2. terminated by either party giving not less than [one] month's prior written notice at any time; or
- 3. terminated in accordance with clause 12.

#### 3. Services

- The Employer shall procure that the Secondee shall provide the Services at the Alan Turing Institute at The British Library, 96 Euston Road, London, NW1 2DB or such other place within Greater London as the Host may reasonably require for the proper performance and exercise of the Services.
- 2. The Secondee may be required to travel on the Host's business to such places (whether within or outside the United Kingdom) by such means and on such occasions as the Host may from time to time require.
- 3. The Secondee shall not be required to work outside the United Kingdom for more than one month during the Secondment.
- 4. The Employer shall procure that the Secondee shall work such hours as are reasonable and necessary for the proper performance of the Services.
- 5. The Employer shall procure that the Secondee shall during the Secondment:
  - 1. unless prevented by incapacity, devote the whole of their working time, attention and abilities to the Services [except for any work to be done for the Employer under clause 4.7];
  - 2. faithfully and diligently serve the Host and use their best endeavours to promote, protect, develop and extend the Host's business;
  - 3. not enter into any arrangement on behalf of the Host which is outside the normal course of business or their normal duties or which contains unusual or onerous terms; and
  - promptly make such reports to the Host on any matters concerning the affairs of the Host and at such times as are reasonably required.

#### 4. Secondee's employment

1. The Employment Contract shall remain in force during the Secondment Period.

- 2. The Employer has made the necessary changes to the terms of the Employment Contract so that it can second the Secondee to the Host to provide the Services in accordance with the terms of this Agreement.
- 3. The Employer has amended the Employment Contract to require the Secondee to comply with the Host's procedures in place from time to time.
- 4. The Employer shall comply with the terms of the Employment Contract during the Secondment Period.
- 5. The Host shall not, and shall not require the Secondee to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.
- 6. The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.
- 7. The Secondee shall [not be required to undertake any work for the Employer during the Secondment Period **OR** be required to undertake [details of any work to be done during the secondment period e.g. working on hours they are not seconded] during the secondment period.
- 8. Any change in the Employment Contract during the Secondment Period shall be subject to the Host's prior approval, such approval not to be unreasonably withheld or delayed.
- 9. If the Secondee is held to be employed by the Host at any time during the Secondment Period then the Host may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.
- 10. All documents, manuals, hardware and software provided for the Secondee's use by the Host, and any data or documents (including copies) produced, maintained or stored on the Host's computer systems or other electronic equipment (including mobile phones), remain the property of the Host.

#### 5. Payments

- 1. The Employer shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.
- 2. The Host shall pay the Employer £[AMOUNT] a month (inclusive of VAT) during the Secondment Period for the provision of the Secondee's services.
- 3. The Host shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee during the Secondment Period in or in connection with the exercise of the Services, if such expenses are evidenced in such manner as the Host may specify from time to time.
- 4. Any sums due to the Employer under this Agreement shall accrue from day to day and shall be payable monthly in arrears into [BANK ACCOUNT].
- 5. The Employer shall send the Host an invoice on or about the [DATE] of each month of the Secondment Period, addressed to [NAME] and specifying the payment due under this Agreement in relation to the preceding month and the amount of VAT due on the payment. Such invoices shall be payable by the Host within 31 days of receipt of the invoice.
- 6. Any fees earned by the Secondee during the Secondment Period shall be paid to the Host.

#### 6. Management during the secondment

- 1. The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.
- 2. The Host shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court or tribunal. The Employer will reimburse the reasonable costs and expenses incurred by the Host in doing so subject to the prior approval of the Employer.
- 3. The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.
- 4. Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.
- 5. The Employer shall procure that the Secondee shall notify the Host and the Employer if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer during the Secondment Period.

#### 7. Leave

- 1. The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.
- 2. If the Secondee is off work for any reason other than holiday for more than 10 days in any calendar year during the Secondment Period, the payment due to the Employer shall be adjusted accordingly for each additional day.
- 3. The Employer shall consult with the Host before approving any holiday request made by the Secondee.
- 4. If the Secondee takes more or less than their pro rata entitlement to holiday during the Secondment Period, the payment due to the Employer shall be adjusted accordingly.
- 5. The Employer shall notify the Host if the Secondee is or shall be absent from work for any reason as soon as reasonably practicable.
- 6. If the Secondee is going to be off work for more than 20 days the Employer and Host may enter into an agreement under which the Employer provides a substitute.

#### 8. Data protection

The Employer needs to provide relevant information about the Secondee to the Host in connection with the secondment and a privacy notice setting out what personal data relating to the Secondee the Employer needs to process, and why, is attached to this Agreement. In addition, during the secondment:

- 1. The Host will collect and process information relating to the Secondee in accordance with the Host's privacy notice which is annexed to this Agreement.
- 2. The Secondee will comply with the Host's privacy standard and data protection policy as in place from time to time when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Host. The Secondee will also comply with the Host's IT and communications systems policy and Social media policy.

3. Failure to comply with any of the policies referred to in *clause 8.1.2* may be dealt with as a disciplinary matter and referred to the Employer and, in serious cases, may result in the termination of the secondment or even the Secondee's employment.

#### 9. Confidentiality

- The Employer has amended the Employment Contract to require the Secondee not to:
  - 1. (except in the proper course of the Services, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the use or communication of) any Confidential

Information relating to the Host that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Secondee's unauthorised disclosure; or

- 2. make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host by the Secondee on the termination of this Agreement or at the request of the Host at any time during the Secondment Period.
- Nothing in this Agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.
- 3. The Employer shall:
  - 1. keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;
  - 2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;
  - 3. use its best endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and
  - 4. inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

#### 4. The Host shall:

- 1. keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;
- not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;
- 3. use its best endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

#### 10. Intellectual property

- 1. All Background IPR will remain the property of the Employer. Except as expressly set out in this clause 10, the Host will not acquire any right, title or interest in or to the Background IPR.
- 2. Subject to Clause 10.4 all Foreground IPR will be owned by the Host. The Employer and the Employee hereby assign all right, title and interest in and to the Foreground IPR to the Host.
- 3. The Host grants to the Employer a non-exclusive, irrevocable, royalty-free, nontransferable licence to use the Foreground IPR for academic teaching and research.
- 4. If any of the parties reasonably anticipate that the Employee will create any Foreground IPR then they shall promptly notify the other parties. If they receive notice under this Clause 10.4, the Employer and the Host shall discuss and use reasonable endeavours to agree how best to exploit the Foreground IPR. Any agreement in relation to the ownership and/or exploitation of the Foreground IPR resulting from such discussions will be the subject of a separate agreement.

#### 11. Summary termination

- 1. The Employer may terminate the Secondment with immediate effect without notice or payment in lieu of notice:
  - 1. on the termination of the Employment Contract as a result of the Secondee's gross misconduct, resignation or retirement;
  - 2. if the Host is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; or
  - 3. if the Host becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

- 2. The Host may terminate the Secondment with immediate effect without notice or payment in lieu of notice:
  - 1. on the termination of the Employment Contract;
  - 2. if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; or
  - 3. if the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such . rights.

#### 12. Obligations following termination

On termination of the Secondment howsoever arising the Employer shall use its reasonable endeavours to procure that the Secondee shall:

- deliver to the Host all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during the Secondment and relating to the business or affairs of the Host or its or their clients, customers or suppliers and any other property of the Host which is in their possession, custody, care or control;
- irretrievably delete any information relating to the business of the Host stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Host; and

3. confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this *clause 12*.

#### 13. Liability

- 1. During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.
- 2. The Employer shall use its reasonable endeavours to procure that the Secondee shall provide the Services with reasonable skill and care.
- 3. The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents).
- 4. Nothing in this Agreement will limit the Employer's liability under Clause 13.3.

#### 14. Notices

- 1. Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:
  - 1. if delivered personally, at the time of delivery; and
  - 2. in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
- 2. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

#### 15. Limitation on Liability

- Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 2. Under no circumstances shall either party be liable to the other for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other.
- 3. Subject clause 15.1 and 15.2, the Host's total liability to the Employer in respect of all losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall be limited to fifty thousand pounds sterling (£50,000).
- 4. Except if expressly excluded by applicable law any dispute or claim made against the Host arising out of or in connection with this Agreement must be made either; (i) within 12 months from the date on which the cause of action occurred; or (ii) within 12 months from the termination of this Agreement, whichever is earlier.
- 5. This clause 15 shall survive termination of the Agreement.

#### 16. Entire agreement

- This Agreement together with any documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.
- Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 3. The only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement.
- 4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 5. Nothing in this Agreement shall limit or exclude any liability for fraud.

#### 17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 18. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

#### 19. Third party rights

- A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

#### 20. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### 21. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by The University of [XXX]	
Date	
Signed by The Alan Turing Institute	
Date	

Ito be completed

#### **SCHEDULE 2 – HOST'S PRIVACY NOTICE**

[to be completed]

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## **Appendix 3: Submission Approval Letter template**

#### Institution header

The Alan Turing Institute British Library, 96 Euston Road London NW1 2DB

#### [Email date]

Re: Turing Probabilistic Programming Call for Proposals - Submission Approval Letter

Dear Ruth Drysdale,

We are pleased to confirm [name of the employee] and team have the necessary approvals from [name of the institution] to submit the proposal titled "[title of the project]" for the abovenamed call.

- 1) The necessary approvals include **confirmation of the project's budget, including salary costs and anticipated FTE** presented in the proposal.
- 2) We have reviewed the terms and conditions provided on the open call guidance document, including **confirmation that the contractual method will be Secondment Agreement for these researchers;** [name of the PI and other researchers included in the proposal].

We agree to these terms should the proposal be successful.

Yours sincerely,

[Name and Signature]

[Role]