

**FCDO Senior Research Fellowship 2023/24 (“Agreement”)**

This Agreement is made between:

1. FELLOW’S INSTITUTION (the “Employer”)
2. Foreign, Commonwealth & Development Office (“FCDO”)
3. International Initiative for Impact Evaluation (3ie) of 1111 19th Street, NW, Suite 700, Washington, DC 20036, USA (the “Funder and or 3IE”).
4. NAME SURNAME, (the “Fellow”)

Each a “Party” and together “the Parties”.

**Preamble**

The FCDO are partnering with 3ie through its Research Placement and Academic Advisory Programme (ReSAAP) to strengthen the use of research and expertise in the delivery of the UK’s foreign policy objectives.

The Fellow has been awarded a Senior Research Fellowship Grant from the Funder (3ie) to fund the Fellow to work at the FCDO for 24 months in a Senior Research Fellowship (“the Fellowship”). This Agreement sets out the rights and obligations of each of the Parties with regards to the Fellowship. The Fellow will at all times remain an employee of the Employer.

##  Definitions

**Award and or Senior Research Fellowship Grant** means the grant awarded by the Funder to the Fellow via their Employer to enable the Fellow to participate in the Senior ResearchFellowship the terms of which are set out in an Award Letter to follow.

**Background Intellectual Property (BIP)** means all Intellectual Property Rights which may be used in connection with the Project that are (a) owned or licenced by a Party before the Start Date; and/or (b) created, developed or licenced by that Party after the Start Date independently of this Fellowship;

**Confidential Information** means any information of a confidential, commercially sensitive or proprietary nature disclosed or made available by a Party ('Disclosing Party') to the other Party ('Receiving Party') in any form whatsoever and which is either marked as confidential or which ought reasonably to be regarded as confidential.

**Crown** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

**Funder Led Activities** means opportunities created by the Funder for the Fellow to participate which are relevant to the Award including but not limited to participation at events, input into monitoring and evaluation, providing insights in regard to policy engagement and knowledge exchange.

**Intellectual Property Rights** meansany invention, patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above**;**

**Je-S**: Joint Electronic Submissions system used for the submission of Grant related information.

**Senior Research Fellowship and or Fellowship** is the placement of the Fellow at the FCDO as per the terms of this Agreement.

## Fellowship and duration

## The fellow will undertake a Senior Research Fellowship with the FCDO commencing once security clearance has been completed. The Start Date can be XX if security clearance is completed before this date. If security clearance is not completed by XXX, you must notify 3ie as soon as possible to extend the start date period. The Grant Period is expected to last for 24 months subject to the terms and conditions in this Outcome Letter and those specified in the attached Award Terms unless terminated early under the terms of this Agreement.

##  The Fellow will work under the supervision of Antony Herrmann at the FCDO and carry out all reasonable instructions from the FCDO. The Fellow’s line manager at the FCDO during the Fellowship will be a member of staff from the Research and Evidence Directorate, if a change of line manager is necessary, the details will be given to the Fellow and the Employer.

## The Employer will maintain a sufficient level of insurance cover for loss, injury or damage caused to or by the Fellow in connection with the Fellowship.

## The Fellow will need to maintain contact with the Funder. The Funder provide a primary contact and email address. The Funder will contact the Fellow to notify them of upcoming Funder Led Activities and opportunities for engagement.

##  The Fellow will not, without the prior written approval of the FCDO, do any act, enter into any contract, make any representation, give any warranty, incur any liability, or assume any obligation, whether expressly or by implication, on behalf of the FCDO, or bind or hold themself out as capable of binding the FCDO in any way.

## The Fellow will remain the employee of the Employer for the duration of the Fellowship and will not become, or be regarded as, the employee of the FCDO. If the Fellow ceases to be employed by the Employer for any reason during the Fellowship then the Fellowship will terminate immediately, unless transfer to another eligible research organisation has been agreed under the Funder’s grant terms and conditions and with the FCDO.

## The FCDO shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Fellow’s employer.

##  The objectives and outputs of the Fellowship will be discussed, reviewed and updated between the Fellow and the FCDO on an ongoing basis. The FCDO is able to make reasonable changes to the objectives and outputs of the Fellowship in consultation with the Fellow.

## The objectives and outputs of the Fellowship referred to in clause 2.8 must align with the Award specifically the requirement to engage with Funder Led Activities.

## In the event that the Award is terminated by the Funder at the end of the first 12 months this Agreement will also terminate effective immediately.

##  Location and hours of work

##  The Fellow is required to undertake tasks under the direction of the FCDO for 0.4 FTE of the hours contracted to the University for the duration of the Fellowship. The Fellow will be expected to be physically present at an FCDO Offices at either or both King Charles Street London and East Kilbride for a number of days per month as agreed with the Research and Evidence Team – (NAME OF FCDO TEAM). The location and exact timings of this will be determined in conjunction with their line manager at the FCDO.

## Where relevant opportunities arise, the Fellow may be required to engage with the Funder for the purpose of engaging in Funder Led Activities. The FCDO agrees to release the Fellow for any Funder Led Activities which the Funder, acting reasonably, requires, provided the Fellow gives their line manager in the FCDO reasonable prior notice.

* 1. The Fellow may be asked by the FCDO to undertake foreign travel in the course of the Fellowship. The FCDO will not require the Fellow to travel to any country or region within a country in relation to which FCDO travel advice warns the British public against travel. Expenses for such travel would be covered by the FCDO with the exception of travel and medical insurance which would be covered by the Employer as per clause 4.6.

## Remuneration and Expenses

## Subject to the exception in clause 3.3. any reasonable UK travel, subsistence and other expenses incurred in the course of the Fellowship, will be funded through the Award to the Employer and subject to the terms and conditions of that Award.

## During the Fellowship the Employer will continue to pay the Fellow their normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).

## The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Fellow’s remuneration. Any pay rises during the Fellowship will be determined by the Employer in the normal way.

## The FCDO will not be required to reimburse the Employer and will not be subject to compensate the Employer for the services provided during the Fellowship.

## The FCDO will provide the necessary equipment to the Fellow to deliver the agreed activities effectively on site and remotely, including an FCDO laptop and access to the FCDO’s intranet (subject to appropriate security clearance as required in these terms and conditions). Any such equipment shall be returned to the FCDO promptly upon expiry of the Fellowship.

* 1. The Employer will be responsible for the medical, travel and other insurance of the Fellow during the term of their Fellowship.

## Official Development Assistance

* 1. The FCDO must ensure the research that is undertaken by the Fellow is compliant with ODA rules and regulations as set out by the OECD. [More information can be found here.](https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/officialdevelopmentassistancedefinitionandcoverage.htm) <https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/officialdevelopmentassistancedefinitionandcoverage.html>.
	2. In order to provide assurance to ODA compliance, the Fellow will work with FCDO to submit an ODA Compliance Statement to the Funder 3 months after the commencement of this Agreement. The Statement should outline how the activities being undertaken directly and primarily benefit developing countries.
	3. Any proposed changes to the Fellowship that could affect the ODA compliance of the research must be reported to the Funder at the earliest opportunity. The Funder, in consideration with the FCDO, will then consider whether such changes are permissible and inform the other Parties of their decision.

## Pensions - automatic enrolment

## The Employer remains responsible for automatically enrolling the employee under legislation.

## Performance Management; performance-related pay

## During the Fellowship, the Employer will continue to conduct performance reviews of the Fellow in accordance with its procedures.

## The FCDO will provide the Employer with input for these purposes.

## The FCDO will assist the Employer with any post-Fellowship performance review which includes work done during the Fellowship by provision of a short letter covering the Fellow’s performance during the period of the Fellowship.

## Health and safety

## During the Fellowship, the FCDO will be responsible for the Fellow’s health and safety whilst engaged in work for the FCDO or on FCDO premises. The FCDO will ensure that the Fellow is only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

## Leave and associated pay

##  During the Fellowship, the Fellow will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in their terms and conditions of employment with the Employer.

## In line with the Award terms and conditions, the Fellowship may be extended to cover familial leave, extended jury service or paid sick leave after the Start Date for a period in line with the Terms and Conditions of the Fellow’s employment, and with the agreement of the FCDO in relation to absence during the placement phase.

## The Fellow must agree leave with and report any sickness or other absence to both the Employer and the FCDO as soon as reasonably practicable.

## In line with the Award the Fellow is entitled to take sick leave in accordance with the Employer’s terms and conditions. If requested, the Funder and the FCDO will consider allowing the Fellowship/ Fellowship grant to be placed in abeyance during the absence of the Fellow due to sick leave, and the period of the Fellowship extended by the period of sick leave. The additional salary costs for the Fellow (pro rata to their percentage FTE on the fellowship grant) should be claimed from the Funder, as necessary, at the end of the extended period under the Funder’s grant terms and conditions.

## The Fellow is entitled to take parental leave in accordance with the terms and conditions of their employment and the Funder’s grant terms and conditions.

##  The Funder and the FCDO will consider requests for the Fellowship to be placed in abeyance during the absence of the Fellow for parental leave, and the period of the Fellowship extended by the period of leave. The Funder, the FCDO, and the Employer will also consider requests to continue the Fellowship on a flexible or part-time basis to allow the Fellow to meet caring responsibilities.

## Information and monitoring of leave

## The Employer will monitor and record annual leave, sick absence and other leave. The Fellow should report sick absences and seek leave from their Employer, keeping the FCDO informed. The Employer and the FCDO will each provide the other with information the other reasonably requires in order to manage the Fellow, both during the Fellowship and after it ends.

## Standards and training

## The Fellow will observe the provisions of the [Civil Service Code](https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code) and the Official Secrets Acts 1989 in relation to all matters concerning their work for the FCDO and information gained thereby. They are also subject to the provisions of certain other Acts which prohibit unauthorised disclosure of various categories of information, as well as all the FCDO’s rules, policies and procedures relating to conduct and standards, including confidentiality and security. This will also apply after the Fellowship has ended, in relation to any continuing obligations, including confidentiality. Fellows will owe duties of confidentiality to the FCDO during the Fellowship and are required to exercise care in handling information which they acquire in the course of their official duties, and to protect information which is held in confidence.

## In the event of any breach of this clause, the FCDO will inform the Funder and the Employer, and may terminate the Fellowship early as set out in the termination clause (clause 17) in this agreement.

## The FCDO and Funder will not require the Fellow to disclose or use any information which is confidential to the Employer. Any such information the FCDO does acquire as a result of the Fellowship will be kept confidential subject to statutory disclosure requirements.

## The Employer and Funder will not at any time require the Fellow to disclose or use any information which is confidential to the FCDO, and will at all times keep confidential any Confidential Information it acquires as a result of the Fellowship.

## It is a condition of the Fellowship that the Fellow is obliged to respect the provisions of the Official Secrets Act and observe the duties of propriety and confidentiality during and after the fellowship period. This means consulting the FCDO before undertaking activities involving: (a) the disclosure of British Government official information; and (b) the publication or disclosure of material liable to affect the Government’s relations with other countries. An FCDO-nominated contact will be responsible for the sensitivity review of all publications prior to their submission for publication. However, the Fellow will not be obliged to make amendments to the content unless publications contain information that is in breach of the Official Secrets Act (as laid out in the Civil Service Code), or a confidentiality agreement, or which could disclose sensitive, classified and/or personal information, or affect the Government’s relations with other countries.

## For the duration of their Fellowship, Fellows shall comply with the [Civil Service Code](https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code) and the [Civil Service Management Code](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F566900%2FCSMC_November_2016.docx&wdOrigin=BROWSELINK) (CSMC). The Fellow’s attention is drawn in particular to CSMC Section 4.4 relating to political activities.

## During the Fellowship, the Fellow will:

1. discharge such duties and responsibilities as the FCDO may reasonably require for the purposes of its business and functions;
2. be responsible to and act in accordance with the instructions only of the FCDO or its authorised representatives, reporting to the Fellow’s line manager at the FCDO;
3. undertake any FCDO training required for the proper performance of their services to the FCDO.
	1. During the Fellowship, the FCDO agrees to release the Fellow for any mandatory training which the Employer, acting reasonably, requires, provided the Fellow gives their line manager in the FCDO reasonable prior notice.
	2. During the Fellowship, the Fellow will also be subject to any and all security procedures put in place by the FCDO and applied to its entire staff and others engaged on work in the FCDO’s premises. From time to time this may include the need to search bags carried by individuals.

## During and after the Fellowship the Fellow may not, without the prior written permission of the FCDO, disclose or make use of any confidential information received in the course of their Fellowship. For the removal of doubt, information that is publicly available would not be considered confidential. If there is any question around information that could be confidential, the Fellow should check with the FCDO line manager.

## Safeguarding

* 1. FCDO and 3IE both have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment (“SEAH”) and will take all reasonable and adequate steps to prevent SEAH of any fellow by both its employees and any of the Parties to this Agreement respond appropriately when reports of SEAH arise , which in 3IE’s case will be in line with their Preventing Harm policy. 3IE will apply the IASC Six Core Principles relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.
	2. The Employer is expected to take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters), as appropriate and when safe to do so, after considering the wishes of the survivor. When the Employer becomes aware of reasonable suspicions or complaints of SEAH related to this Memorandum, it will promptly contact FCDO at reportingconcerns@fcdo.gov.uk.
	3. The Employer will subsequently investigate the allegation according to their own policies and procedures. Should the allegation be upheld, it should be reported to the Funder.
	4. The Funder will also promptly report to FCDO any upheld allegations of SEAH that would be of significant impact to the partnership with FCDO. It is understood and accepted that 3IE arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

## Equality and Diversity

* 1. The FCDO and the Funderwill endeavour to promote equitable, inclusive and positive research cultures and environments which seek to ensure the equality of opportunity and the elimination of unlawful discrimination, harassment and victimisation.

## Policies and procedures

## Except as otherwise provided in this agreement, the Fellow will continue to be subject to the Employer’s policies and procedures during the Fellowship.

## Duty of care

## The Employer retains responsibility for the duty of care to the Fellow.

## Data protection

“Data Protection Legislation” means the legislation referred to in section 3(9) of the Data Protection Act 2018 together with all applicable law about processing of personal data and privacy, as amended from time to time.

## By signing this agreement, the Fellow agrees to necessary information and personal data (as defined in the Data Protection Legislation) about the Fellow being passed between the Employer and the FCDO and the Funder and being held, processed, and accessed by them, both manually and by electronic means, for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance. For the purposes of this clause, “personal data” includes “special category personal data” (as defined by the Data Protection Legislation) about the Fellow that may be held by the Employer and may be transferred to the FCDO and the Funder where necessary (noting that processing of sensitive personal data may require more specific consent from the Fellow). Such information will be held securely. A privacy notice containing further details about treatment and protection of personal data of Fellows can be found in annex 1.

## In the interests of open government and public access to information, the FCDO and the Funder may need to disclose details of Fellows, including the Fellow’s name, the name and address of the Employer, the nature of the work done, and the sums paid to the Employer by the Funder. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or FCDO policy on disclosure. In deciding what disclosure should be made, the FCDO and the Funder will consult with each other at the time before complying with their obligations under the Data Protection Legislation and acting in accordance with their data protection policies.

13.3. The Parties acknowledge that each of 3IE, the Employer and the FCDO is a public authority for the purposes of the Freedom of Information Act 2000 and may receive requests for information relating to the Fellowship scheme. Those Parties will respond to such requests after consulting the other public authority Parties on the request and the content of the response, and on whether an exemption to disclosure is relevant. Where exemptions of the 2000 Act may be in question the FCDO will make the final decision on disclosure after discussion with 3IE and the Employer (to the extent possible in the light of national security and Official Secrets Act requirements).

## Termination

## The Fellowship may be terminated by either the Employer, the Funder or the FCDO without cause on reasonable notice. Save where any of sub-clauses 17.2 to 17.4 apply, such termination shall be upon 4 weeks’ notice in writing,

## The Fellowship may be terminated by the FCDO with immediate effect where:-

(a) The Fellow’s performance or conduct (whether or not in connection with the Fellowship) during the Fellowship is such that the FCDO no longer wish to continue the placement;

(b) The Fellow commits a serious and fundamental breach of these terms and conditions;

(c) The Fellow behaves (including being convicted of a criminal offence) in a manner, which, in the reasonable opinion of the FCDO will or is likely to seriously prejudice the interests or reputation of the FCDO.

(d) The Fellow materially breaches any of the FCDO’s policies or procedures which are applicable to employees of the FCDO and are referred to in clause 11 above;

(e) The Fellow’s security clearance is not granted, or having been granted, is withdrawn.

## Either the Employer or the FCDO may terminate the Fellowship if a conflict of interest arises which cannot be appropriately managed, by written notice to the other, with immediate effect.

## If there is a review of the Fellowship due to long term absence without agreement with the FCDO and the Funder, and the FCDO consider it reasonable to end the Fellowship early, the FCDO may terminate the Fellowship by written notice to the Employer and 3IE with immediate effect.

17.5 If Funder terminates the Award due to lack of funding after the initial 12 month period this Agreement will terminate in unison.

## Return of property

## At the end of the Fellowship or at any time on request, the Fellow and the Employer will return all property supplied by the FCDO and all documents (including copies) which the Fellow has received or obtained from the FCDO in connection with the Fellowship (excluding any publications referred to in Clause 9.5 and 17) and will irretrievably delete any electronic copies thereof.

## Intellectual property

##  All Intellectual Property Rights generated through the work of the Fellow for the FCDO during the term of the Fellowship, shall automatically, on creation, vest in FCDO absolutely, whenever they arise. To the extent that they do not vest automatically, the Fellow and the Employer will hold them on trust for FCDO. The Fellow and the Employer agree promptly to execute all documents and do all acts as may, in the opinion of the FCDO, be necessary to give effect to this sub-clause.

## All Intellectual Property Rights generated by the Fellow during the Fellowship which arise from or are connected with the Fellow’s obligations to 3IE under this Agreement and the Award shall automatically, on creation, vest in the Employer, absolutely, whenever they arise.

## The Fellow and the Employer hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which either of them has or will have in any existing or future works in relation to which Intellectual Property Rights subsist.

## Any models or methods created by the Fellow in the course of the Fellowship will vest in the Employer who will provide a non-exclusive, worldwide license in perpetuity to the FCDO, to use as is necessary to exploit the Intellectual Property Rights referenced in 19.1.

## During the Fellowship, the Fellow shall not access or use for the benefit of the FCDO, or the Funder, any of the Employer’s Background Intellectual Property. For the avoidance of doubt, the Employers Background Intellectual Property remain owned by the Employer (or the Employer’s licensors, as appropriate).

##  For the purposes of sub-clauses 19.1 and 19.2 above, the question of whether the relevant intellectual property right arises from, or is connected to, the Fellow’s work for the FCDO or for the Funder will be determined by identifying which of those two Parties was responsible for direction and management for the piece of work in question.

## Publication

## No party will use the other’s name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining that party’s written consent.

## The Fellow or Employer shall not publish or publicly disclose the results without the prior written consent of the FCDO in accordance with conditions outlined in 11.1 and 11.5.

## Unless otherwise agreed in writing, the Fellow will acknowledge the FCDO and the Funder in all publications made by the Fellow relating to the Fellowship.

17.4. The Fellow must report to the FCDO any key impacts resulting directly or indirectly from the Fellowship up to seven years after the termination of the Fellowship.

## Liability

## The FCDO and Funder acknowledge that the Employer is not responsible for the work, deliverables and results produced by the Fellow in relation to the Fellowship and during the Fellowship Term, and the FCDO and Funder waive all and any claims that it may have against the Employer arising out of any act or omission of the Fellow in relation to the Fellowship and during the Fellowship Term.

## The FCDO shall indemnify and hold harmless at all times the Employer from and against any and all claims and demands, whether made by the Fellow or a third party where such liability results from any act or omission, or negligence of, or a breach of contract by the FCDO, its employees, servants or agents, whether authorised or not by the FCDO.

## The Employer shall indemnify and hold harmless at all times the FCDO and Funder against any claim or demand by the Fellow arising out of their employment by the Employer or its termination during the Fellowship Term.

## The Employer remains solely responsible for the Fellow, their salary, benefits, income tax and national insurance contributions and any claims which may arise in relation to the Fellow arising out of their employment by the Employer or its termination during the Fellowship period.

21.5 The Liability of the Funder is limited, except where it cannot be limited by law, to the value of the Award. The FCDO will indemnify the Funder against any claims, expenses or charges that result from this Agreement or the Award.

## Assignment

## This agreement may not be assigned by any party to the agreement without the agreement of the other three Parties.

## The Employer may not transfer its rights or obligations under this Agreement without the prior written consent of the FCDO and the Funder, except that the Employer may transfer its rights and obligations to any legal entity established or authorised to take over all or part of the Employer’s business (the “Successor”). Such transfer shall be affected by the Employer and the Successor jointly serving notice on the other party in which the Successor agrees to be bound by the terms of this Agreement in place of the Employer with effect from the date specified in such notice.

## Governing law

## This Agreement and the Fellowship created by it is governed by and shall be construed in accordance with the laws of England. In the event of dispute, the Parties shall attempt to resolve the dispute in good faith by senior level negotiations. Where all concerned Parties agree that it may be beneficial, the Parties shall seek to resolve the dispute through mediation. Nothing in this clause shall preclude the right of either party to seek injunctive relief. If the dispute is not resolved through negotiation or mediation, the Parties agree that the English Courts shall have exclusive jurisdiction in connection with the resolution of the dispute.

## Miscellaneous

## During the Fellowship and for a period of six months after its termination or expiry, the FCDO shall not solicit directly or indirectly the services of the Fellow. Neither the Employer nor the Fellow will induce (or attempt to induce) any of the FCDO’s staff with whom the Fellow has worked to leave the FCDO or take up employment with the Employer.

## This clause will not restrict the FCDO from employing the Fellow as a result of an unsolicited application in response to a general advertising or other general recruitment campaign.

## No waiver or amendment of any term of this letter shall be effective unless made in writing and signed by a duly authorised representative of the FCDO, the Funder and the Employer. The Fellow is not an authorised representative of either party for this purpose.

## Variation

## The terms of this agreement may only be varied by agreement in writing by all Parties.

|  |  |  |
| --- | --- | --- |
| **Signed by:** | **On behalf of:** | **Date:** |
|  | **The FCDO** |  |
|  | **The Funder/3IE**  |  |
|  | **The Employer**  | DD MM YYYY |
|  | **The Fellow** | DD MM YYYY |

# Annex 1 – Privacy Notice

**Foreign, Commonwealth and Development Office**

**Privacy Notice for FCDO-3IE Senior Research Fellows**

Date last modified January 2022

**Who we are**

Foreign, Commonwealth and Development Office

King Charles Street

London

SW1A 2AH

The Foreign, Commonwealth & Development Office (FCDO) pursues our national interests and projects the UK as a force for good in the world. We promote the interests of British citizens, safeguard the UK’s security, defend our values and tackle global challenges with our international partners. In doing so we process personal data for the purposes of performing our duties as a ministerial department. In doing so we process personal data.

We will ensure that we will treat all personal information in accordance with data protection legislation, including the UK General Data Protection Regulation and Data Protection Act 2018.

**The FCDO’s data protection role**

The FCDO is a data controller which means that we hold and use personal information about you. It is important that we ensure the security and privacy of this information, in order to comply with legislation and to ensure the rights of individuals. The FCDO complies with data protection law which says that personal data we hold about you must be:

1. Processed lawfully, fairly and in a transparent manner.

2. Collected for specific purposes which we have explained to you, and will not be used in any other way which is incompatible with those purposes.

3. Relevant to the purposes we have told you about and limited to those purposes only.

4. Accurate and kept up to date.

5. Kept only for as long as is necessary for the purposes that we have told you about.

6. Processed or held in a way that ensures security.

**Who this notice applies to**

This notice applies to ESRC/AHRC Policy Fellows of the 2022 cohort. It does not form part of any contract of employment or contract to provide services. We may also collect, store, and use personal information about you and your dependants or other family members.

**What is personal data?**

Personal data is any information from which an individual can be identified. This does not include personal data where the individual’s identity has been removed (also known as anonymous data). Special categories of information are particularly sensitive information which requires a greater level of protection.

**What data we process and why**

In particular, the FCDO processes personal data for the purposes of the fellowship. In this regard we may collect, store, and use the following categories of personal information about you:

* Personal contact details such as: name, title, addresses, telephone numbers, and personal email addresses
* Dates of birth
* Gender
* Next of kin and emergency contact
* Bank account details
* Start date, leaving date
* Location of workplace
* Information included in a CV or cover letter or as part of the application process
* Performance and appraisal information
* Disciplinary and grievance information
* CCTV footage and other information obtained through electronic means such as swipe card records
* Information about your use of our information and communications systems
* Photographs
* Occupational health records, accident book, first aid records, injury at work and third party accident information
* Confirmation of your security clearance. This can include passport details, nationality details and information about convictions/allegations of criminal behaviour
* Evidence of your right to work in the UK or elsewhere/immigration status

We do so for the following purposes:

* Making a decision about your fellowship
* Determining the terms of your fellowship
* Checking you are legally entitled to work in the UK or elsewhere and to provide you with the security clearance appropriate for your role. Checking your eligibility to become and remain a fellow
* Taking steps to ensure staff and dependents’ safety
* General administration of the contract we have entered into with you
* Business management and planning, such as accounting, auditing and the provision of IT equipment and services
* Organisational development planning and activity, including but not limited to alignment with other government partners, organisational restructuring, reconfiguration of premises and location of work, relocation
* Conducting performance reviews, managing performance and determining performance requirements
* Making decisions about compensation
* Assessing qualifications for a particular job or task
* Gathering evidence and any other steps relating to possible grievance or disciplinary matters and associated hearings
* Making decisions about your continued engagement
* Making arrangements for the termination of our working relationship
* Education, training and development requirements
* Dealing with legal disputes involving you, or employees, workers and contractors, such as accidents at work
* Ascertaining your fitness to work, managing sickness absence
* Complying with health and safety obligations
* To prevent fraud
* To monitor your business and personal use of our information and communication systems to ensure compliance with our IT policies.
* To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
* To conduct data analytics studies to review and better understand employee retention and attrition rates
* Equal opportunities monitoring
* Meeting our obligations under any legal and government-wide obligations

**Change of purpose**

FCDO will only use your personal data for the purpose for which it was collected unless we reasonably consider that we need to use it for another purpose and that purpose is compatible with the original purpose. If we need to use your personal information for an unrelated or new purpose, we will notify you and we will explain the legal basis which allows us to do so.

FCDO will if necessary, process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

**Special category data**

In addition we may also process certain special category data about you and, in some circumstances your dependents, as listed below:

* Information about race or ethnicity, religious beliefs, sexual orientation and political opinions
* Information about your health, including any medical condition, health and sickness records

Where we process special category data, we do so:

* + - 1. In certain circumstances with your explicit consent.
			2. Where the processing of such data is necessary in order to comply with our legal obligations and such processing is in line with our data protection policy.
			3. We also process such data where it is necessary in the substantial public interest to do so for the following purposes:

• performing our official functions as a Government Department

• equal opportunities monitoring

• administering our pension scheme

• preventing or detecting unlawful acts

In such cases we will process such data in line with our data protection policy.

* + - 1. Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
			2. Where it is necessary in relation to legal claims.
			3. Where it is necessary to protect your vital interests (or someone else's interests) and you are not capable of giving your consent.
			4. Where you have already made the information public.
1. In addition, where we process criminal data we do so with your consent in certain circumstances.

We also process such data where it is necessary to do so for the following purposes:

* + performing our official functions as a Government Department
	+ preventing or detecting unlawful acts
	+ where it is necessary in relation to legal claims
	+ where it is necessary to protect your vital interests (or someone else's interests) and you are not capable of giving your consent
	+ where you have already made the information public.

**Information relating to criminal convictions or offences**

In order to conduct vetting we will process data relating to offences committed or alleged to have been committed by you.

During the fellowship, we may process such data in order to deal with disciplinary matters.

**Legal basis for the processing**

We will only use your personal information when the law allows us to. In particular we will process personal data about you in the following circumstances:

* + - 1. Where it is necessary for performing a contract we have entered into with you.
			2. Where it is necessary in order to take steps at your request prior to entering into a contract with you.
			3. Where we need to comply with a legal obligation to which we are subject.
			4. Where the processing is necessary for the performance of our official functions as a government department.
			5. There can be rare occasions where it becomes necessary to use your personal information to protect your vital interests (or those of another person).

**Consequences of not providing personal data**

There may also be circumstances in which your failure to provide certain information when requested, means that we will not be able to fully perform the contract we have entered into with you (such as compensating you or providing a benefit), or we could be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

**Data Processors**

Third party suppliers may process some of the personal data listed above.

Third parties include service providers such as designated agents or contractors, and other entities within the Civil Service. These third parties may carry out activities such as:

* + Security vetting
	+ Support for recruitment and workforce planning processes (Cabinet office host our recruitment platform and we use an external agency to map our workforce plans.
	+ Quality Assure our early talent development programmes
	+ Provide training and learning opportunities
	+ Facilitate the annual People Survey
	+ Legal advice
	+ Technology and telephony services administration
	+ Training and Awareness services
	+ Travel booking services
	+ Estates Management
	+ Health and Safety administration or consultation
	+ Occupational Health Services
	+ Security Services
	+ Workforce Planning
	+ Improved communications and efficiency across government

All our third-party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

**Data sharing**

There may be circumstances in which we may lawfully share your data with third parties where, for example, we are required to do so by law, by court order, or to prevent fraud or other crimes. Where we share data, however, we shall do so in accordance with applicable data protection laws.

**Data sharing with other civil service departments**

We will share your personal information with other Civil Service organisations as part of our regular reporting activities on departmental performance, in the context of a business reorganisation or restructuring exercise, for system maintenance support and hosting of data, business planning/talent management initiatives, succession planning, statistical analysis, and general management and functioning of the Civil Service. Personal data is also shared with the Office for National Statistics, mainly for statistical purposes.

Your name, position and other personal details may be made available in the public domain as part of your official role.

**Data sharing with third countries**

We will in some circumstances transfer your personal information to countries outside the UK. This would be in limited circumstances only such as diplomatic accreditation and otherwise personal information would be held inside our overseas Posts. Countries which have adequacy decisions under the General Data Protection Regulation (GDPR) are listed here. For others where there is no adequacy agreement the transfer is necessary for important reasons of public interest.

**Automated decision making**

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

Where we have notified you of the decision and given you 21 days to request a reconsideration of the decision.

Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.

In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you. This includes our HR eligibility checkers.

**How long we keep your data**

We will retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our retention policies which are available from the FCDO intranet site. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we will anonymise your personal information so that it can no longer be associated with you, in which case we will use such information without further notice to you. Once you are no longer a fellow we will retain and securely destroy your personal information in accordance with our data retention policy and/or applicable laws and regulations.

**Your rights**

You have the right to:

* + Object - where we process your data on the basis that it is necessary for the exercise of our official functions, you are entitled to request that your data is not processed for certain purposes
	+ Erasure – in certain circumstances you are entitled to request that your personal data is erased where one of the statutory grounds applies.
	+ Data portability – the right to obtain and reuse your personal data for your own purposes across different services in certain circumstances.
	+ Restrict processing - request that the processing of your personal data is restricted in certain circumstances – for example, where accuracy is contested.
	+ Rectification - request that any inaccuracies in your personal data are rectified without delay. Request that any incomplete personal data is completed, including by means of a supplementary statement.
	+ Access - request information about how your personal data is processed and to request a copy of that personal data.

If your personal data is processed on the basis of consent, you have the right to withdraw consent to the processing of your personal data at any time.

**How to contact us**

If you have any questions about anything in this notice, or if you consider that your personal data has been misused or mishandled, or if you would like to exercise any of your rights, you can contact us at: data.protection@fcdo.gov.uk

You can also contact the Data Protection Officer at the Foreign, Commonwealth and Development Office:

Data Protection Officer

Knowledge Management Department

Knowledge and Technology Directorate

Room WHG.127

Foreign, Commonwealth and Development Office

King Charles Street

London

SW1A 2AH

Email: data.protection@fcdo.gov.uk

Tel: 020 7008 1500

**Complaints**

You may also make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire SK9 5AF

Email: casework@ico.org.uk

Tel: 0303 123 1113

**Changes to this notice**

We may modify or amend this privacy notice at our discretion at any time. When we make changes to this notice, we will amend the last modified data at the top of this page. Any modification or amendment to this privacy notice will be applied to you and your data as of that revision date.