RESEARCH STUDENTSHIP AGREEMENT (TEXT)

SUMMARY OF CHANGES

General changes
This document was previously published as version 5 Appendix I, UPR AS/D/4.

(Amendments to version 5 Appendix I, UPR AS/D/4 are shown in italics.)

The following is the full text of the Agreement which will apply to University of Hertfordshire Research Studentships commencing on or after 1 September 2008.

"You are strongly advised to read this document carefully before completing and signing the declaration.

(This section is to be completed in full by the appointing Faculty/Research Institute before it is sent to the offeree (the applicant) for acceptance/signature.)

A Full name of Studentship Holder:

........................................................................................................................................................................

B Day, month and year on which this Studentship commences:

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C Day, month and year on which this Studentship terminates:

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D The Research Degrees Board is expected to appoint:

........................................................................................................................................................................
as Principal Supervisor or another person with similar expertise. The name of the proposed Principal Supervisor given above (D) should be regarded as provisional until the appointment has been confirmed by the Research Degrees Board (section 1, iii, refers).

E Faculty/School (Department)/Research Institute:

........................................................................................................................................................................

1 DEFINITIONS

For the purposes of this Agreement the following definitions will apply:

i 'Holder':

the person named as the 'Studentship Holder' above (A);

ii 'University'

the University of Hertfordshire;

iii 'Research Degrees Board':

the Research Degrees Board of the Academic Board;
iv ‘Research Committee’:
the Research Committee of the Academic Board;

v ‘satisfactory academic progress’:
a satisfactory outcome of the annual Progress Assessment required under the terms of Schedule A to UPR AS10¹;

vi ‘full-time’:
  thirty-five (35) hours per week, forty-four (44) weeks per year.

2 TERM OF STUDENTSHIP

2.1 The term of the Studentship shall be for a period of <one², two², three²> years from the day, month and year specified above (B) to the day month and year specified above (C) subject to satisfactory academic progress by the Holder.

2.2 The Holder will normally be expected to undertake his or her Studentship in one continuous period unless a suspension is granted (section 9, refers).

3 ANNUAL PROGRESS ASSESSMENT

3.1 It is a condition of this Studentship that the Holder undergoes an annual Progress Assessment in accordance with the requirements of Schedule A to UPR AS10¹.

3.2 It is a condition of this Studentship that the outcome of each Progress Assessment is satisfactory.

3.3 Where the outcome of the annual Progress Assessment is satisfactory the University shall continue the Studentship for the remainder of the term (section 1, refers) unless the Holder otherwise fails to meet the conditions of this Studentship.

4 BURSARY

4.1 A Bursary will be paid by the University to the Holder monthly in arrears, for the term of this Studentship (unless the Studentship is suspended temporarily or terminated prematurely) specifically to contribute towards the Holder’s living and daily travel expenses and the cost of typing and binding his or her Submission.

4.2 The University will make no further payments to the Holder under the terms of this Agreement.

4.3 Over-payment of the Bursary
The University shall take all necessary steps to recover any over-payment of the Bursary to the Holder howsoever caused.

5 EMPLOYMENT

5.1 It is a condition of this Studentship that at the commencement of this Studentship (B) the Holder leaves any full-time employment and that the Holder does not enter full-time employment for any part of the term of this Studentship (section 2, refers).

¹ UPR AS10 ‘Research Degrees – Generic Institutional Regulations’
² Delete as appropriate
5.1 Where the Holder commences full-time employment in breach of this condition (5.1) the Studentship shall be terminated on the day, month and year on which that employment commenced.

5.2 It is a condition of this Studentship that at the commencement of this Studentship (B) the Holder leaves any part-time employment that might reasonably be deemed to interfere with his or her programme of supervised research training (section 5.3, refers) and that for the whole term of this Studentship (section 1, refers) the Holder does not enter any part-time employment that might reasonably be deemed to interfere with his or her programme of supervised research training.

5.3 Part-time work for the University including teaching and demonstrating

Subject to the following conditions, the Holder will be permitted to undertake teaching and demonstrating work for the University on a part-time basis:

i the Holder is required to obtain the prior written consent of his or her Principal Supervisor who will give this consent only where he or she is satisfied that the proposed work will not interfere with the Holder's programme of supervised research training and

ii the proposed work (including preparation time for teaching or demonstrating and marking time) does not exceed an average of six (6) hours per week up to a maximum of 180 hours in any one academic year and

iii the Holder is to be paid at the standard rate for the work or task determined from time to time by University management.

6 ENROLMENT AS A FULL-TIME STUDENT OF THE UNIVERSITY

6.1 It is a condition of this Studentship that the Holder enrolls as a full-time student of the University on or before the date on which this Studentship commences (B) and that he or she continues to be a full-time student of the University for the entire term of the Studentship (section 2, refers).

6.2 The Holder's enrolment as a full-time student of the University will be subject to all of the terms and conditions applying to enrolment and to the student contract which are determined from time to time by the University save that the Holder is not required to pay University research degree registration fees for the term of the Studentship ((B) and (C)).

6.3 Inter-relationship of this Agreement with the Student Contract

This Agreement is wholly separate from the student contract which is created between the Holder and the University at the time at which the Holder enrolls as a full-time student of the University (section 6.1, refers) and it is a condition of this Studentship that the Holder fulfills his or her obligations under the student contract.

7 REGISTRATION AS A CANDIDATE FOR A RESEARCH DEGREE

7.1 It is a condition of this Studentship that where the Holder has been awarded a three-year Studentship, he or she applies to the Research Degrees Board to register as a candidate on an approved programme of supervised research training, under the provisions of UPR AS10, within six (6) months of the commencement of this Studentship.

7.2 It is a condition of this Studentship that where the Holder has been awarded a one or two-year Scholarship, he or she will already have registered with the Research Degrees Board as a candidate on an approved programme of supervised research training, under the provisions of UPR AS101 or, where the Holder is transferring from another institution, he or she will do so immediately.
7.3 It is condition of this Studentship that for the term of the Studentship the Holder undertakes full-time study on this programme of supervised research training (sections 7.1 and 7.2, refer).

7.4 The Research Degrees Board, acting on the University's behalf and at its absolute discretion reserves the right to withdraw the Holder's registration with immediate effect on the following grounds:

i failure by the Holder to fulfil his or her obligations under the terms and conditions of the student contract (this would include failure by the Holder to comply with University regulations);

ii failure by the Holder to comply with the terms and conditions of the Studentship Agreement;

iii an unsatisfactory outcome in an annual Progress Review;

iv failure by the Holder to take, by the stipulated deadline, the remedial action which has been agreed following an unsatisfactory annual Progress Review;

v unauthorised absence;

vi where the Holder has provided false information or has otherwise sought to deceive the University;

vii withdrawal of the Holder's registration either by the Holder or by the Research Degrees Board of the Academic Board;

viii research misconduct.

8 ABSENCE AND LEAVE

8.1 Unauthorised absence

i Absence by the Holder which is neither certificated (section 8.2, refers) nor taken with the prior written consent of the Holder's Principal Supervisor (section 8.3, refers) shall for the purposes of this Agreement be regarded as unauthorised absence.

ii The University reserves the right to terminate the Studentship with immediate effect in the event that the Holder is absent from the University without the required authority (sections 8.2 and 8.3, refer).

iii The Holder shall not be entitled to any payment of the Bursary for any period of unauthorised absence.

8.2 Sickness absence

i The Holder shall notify his or her Principal Supervisor of the nature and likely duration of any absence because of sickness.

ii The Holder shall provide his or her Principal Supervisor with a doctor's medical certificate if the absence is for longer than five (5) consecutive working days.

iii During periods of certificated absence the University will in any one twelve month period of the Studentship pay the bursary to the Holder in full for a period of four (4) weeks from the commencement of the Holder's absence (8.2, i, refers) and thereafter at 50% for a further four (4) weeks.
iv During all other periods of certificated absence during that twelve-month period (section 8.2, iii, refers) the Holder shall not be entitled to any payment of the Bursary and the University reserves the right to suspend the Studentship (section 10, refers).

8.3 Holiday leave

i The Holder is entitled to a maximum of forty (40) days' leave in each year of the Studentship which shall include Public Holidays and University Holidays as defined in the University Calendar and any other University Holidays which may be agreed from time to time by University management.

ii The Holder is required to obtain the prior written consent of his or her Principal Supervisor for all holiday leave.

iii Where the Holder completes his or her degree prior to the conclusion of this Studentship (C) but has not taken all of the holiday leave to which he or she is entitled (section 8.3, i, refers) the University will continue payment of the Bursary to the Holder for that period where this does not have the effect of extending payment of the Bursary beyond the term of the Studentship.

8.4 Maternity leave

During the term of this Studentship, the Holder is entitled to paid maternity for a period not exceeding four (4) months.

9 SUSPENSION OF THE STUDENTSHIP

9.1 This Studentship shall be suspended automatically for the entire period of any suspension of the Holder's registration approved by the Research Degrees Board.

9.2 The University reserves the right to suspend the Studentship on the grounds given in section 8.2, iv.

9.3 Where the Studentship is suspended, the Holder shall not be entitled to receive any Bursary payments for the whole term of the suspension.

9.4 Periods of suspension shall be limited to a maximum total of twelve (12) months during the term of the Studentship.

9.5 Other than on the grounds set out in section 9.6, the University shall not agree to suspend the Studentship at the request of the Holder for the purposes expeditions not related to the Holder’s research topic, employment, temporary lectureships, exchanges, voluntary service, entertainment or sport.

9.6 Suspension of the Studentship at the request of the Holder

At the request of the Holder, the Research Committee, acting on behalf of the University, may agree to suspend the Studentship to allow the Holder to visit a centre of excellence (normally at the Holder’s own expense) for a purpose not related directly to the Holder’s research topic but which the Research Committee considers will be beneficial to the Holder’s research training. A suspension of the Studentship at the request of the Holder will normally require the prior approval by the Research Degrees Board to a concurrent suspension of the Holder’s registration (section 9.1, refers).
10 TERMINATION

10.1 This Studentship shall terminate automatically on the day, month and year given at (C), or on the day month and year on which the Holder's award is confirmed by the Research Degrees Board (whichever is the sooner) and no further payments shall be made to the Holder after the termination of the Studentship unless 8.3, iii, applies.

10.2 Exclusion from the University

This Studentship will terminate automatically on the day, month and year of any exclusion of the Holder from the University (section 7.4, v, refers).

10.3 Failure to complete prior to termination

Where the Holder has not completed his or her programme of study before the termination of the Studentship he or she may elect to continue enrolment with the University on a part-time basis in which case he or she will not be liable to pay fees to the University for the four-month period immediately following the termination of the Studentship. Thereafter the Holder will be liable to pay fees to the University every four (4) months on the same basis as other research students until the completion of the examination process.

10.4 Premature termination of the Studentship by the University

i Other than in circumstances where the University exercises its right to terminate this Studentship with immediate effect in accordance with the terms and conditions set out elsewhere in this Agreement, the University shall give the Holder four (4) weeks' notice in writing of the premature termination of the Studentship.

ii The Research Committee, acting on the University's behalf and at its absolute discretion reserves the right to terminate this Studentship prematurely and/or with immediate effect on any of the following grounds:

a failure by the Holder to fulfil his or her obligations under the terms and conditions of the student contract (this would include failure by the Holder to comply with University regulations);

b failure by the Holder to comply with the terms and conditions of this Agreement;

c where the outcome of an annual Progress Review is unsatisfactory;

d failure by the Holder to take, by the stipulated deadline, the remedial action which has been agreed following an unsatisfactory annual Progress Review;

e unauthorised absence;

f where the Holder has provided false information or has otherwise sought to deceive the University;

g withdrawal of the Holder's registration either by the Holder or by the Research Degrees Board;

h research misconduct.

10.5 Premature termination of the Studentship by the Holder

It is a condition of this Agreement that where the Holder wishes to terminate the Studentship prematurely he or she shall give four (4) weeks' notice in writing to his or her Head of Department/Head of Research Centre/School and will provide the Deputy Registrar (Research) with a copy of his or her written notice.
### 11 ADMINISTRATIVE REQUIREMENTS

#### 11.1 Financial Schedule

Having accepted this Studentship the Holder is required to complete and return the form ‘Financial Schedule for a University of Hertfordshire Research Studentship’ in accordance with the instructions set out in the offer letter and the Holder is required to inform the Faculty Research Administrator in his or her Research Institute/Faculty/School immediately of any changes in the information given in the Schedule (this will include any changes to the information provided by the Holder concerning the Bank or other account to which Bursary payments are to be made by the University).

#### 11.2 Personal information

Having accepted this Studentship the Holder is required to ensure that he or she notifies the Deputy Registrar (Research) through the Research Administrator in his or her Faculty/School/Research Institute concerning any changes in his or her personal information (this will include information concerning the Holder's current home and/or term time address to which information concerning Bursary payments and/or formal notifications associated either with this Agreement or with the Holder's registration will be sent by the University).

### 12 GOVERNING LAW

This Agreement is governed by English law. All disputes relating to this Agreement will be heard in the English courts.

### 13 REQUIRED METHOD OF ACCEPTANCE

The offeree shall accept this offer in writing by signing the declaration below and returning this Agreement to the University in accordance with the instructions given in the offer letter.

**ACCEPTANCE OF THE STUDENTSHIP AND THESE TERMS AND CONDITIONS**

I accept the offer of a University of Hertfordshire Research Studentship and the Terms and Conditions set out in this Agreement.

I also confirm that I have received a copy of the University’s ‘Handbook for Research Students’.

Signed: .............................................................. Date: ..............................................

Print name…………………………………………………………………………………………

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**Office Use Only**

1. Original to be retained in the Holder's file by the Faculty/School/Research Institute Research Administrator
2. Copy to Candidate
3. Copy to the Deputy Registrar (Research), University Research Office
4. Copy to the Chairperson of the relevant Sub-Board of the Research Degrees Board
5. Copy to Principal Supervisor

P E Waters
Secretary and Registrar
Signed: 1 August 2008