

**BOURNEMOUTH UNIVERSITY PhD STUDENTSHIPS**  
**TERMS AND CONDITIONS**  
**2014-15**

**1. General**

1.1 The Term 'Bournemouth University PhD Studentship' ("Studentship" throughout this document) refers to a financial award made by Bournemouth University ("BU") to eligible students studying for a PhD at BU.

1.2 A limited number of awards will be made annually. The awards will be made at the point of entry to a Research Degree Programme to applicants for particular full-time PhD projects and who meet the following criteria:

- they have a minimum of a first or second class honours degree or equivalent or a Master's degree awarded by a UK university or an overseas equivalent; and
- they are able to demonstrate an excellent knowledge of their chosen project's subject area.

Additionally applicants whose first language is not English must have a minimum IELTS (Academic) 6.5 or equivalent; for some subjects a higher level may be required.

1.3 Current BU postgraduate research students are not eligible to apply for a Studentship.

1.4 Studentships are not transferable. Once an Award Holder ceases to be registered at BU (for whatever reason) the Studentship will cease.

**2. Rules**

2.1 The Award Holder shall abide by the BU Rules and all associated Student Policies, Regulations and Procedures. These are available on the BU Portal at <http://portal.bournemouth.ac.uk/StudentRegulations>.

2.2 The Award Holder shall abide by the current version of the Code of Practice for Research Degrees ("CoP").

2.3 BU's Regulations for the Degree of Master of Philosophy or Doctor of Philosophy (as appropriate) will apply to the Award Holder.

**3. Funding and Duration**

3.1 The Studentship covers a maintenance grant plus a waiver of the full-time research student fee.

3.2 Studentships will be awarded on a full-time basis for a period of 48 months.

3.3 The maintenance grant payable to the Award Holder taking up the Studentship in the 2014-15 academic year will be £14,000 per annum for the duration of the award.

3.4 Payment will be made monthly in 12 equal instalments per annum via BU's payroll in arrears.

3.5 Should the Award Holder successfully complete their studies within the 48 month period, the Studentship will cease on the award of their PhD or MPhil.

- 3.6 Should the Award Holder's progress be such that they do not complete their studies within the period of the Studentship award, the study period may be extended provided the timescale is within the maximum permitted by BU Regulations. In these circumstances, the Award Holder will not receive any maintenance payment and will also be required to pay the fees for the additional study period.
- 3.7 Continuation of the Studentship will be subject to satisfactory progress monitored by the relevant Academic School through the annual review of Award Holder's progress. If progress is not deemed satisfactory then the Award Holder's registration and Studentship may ultimately be terminated (see 11 Termination of Studentship).
- 3.8 The Studentship cannot be received in conjunction with any other bursary or award (BU or external) or wages from full-time employment. It is the Award Holder's responsibility to inform the Graduate School if they gain full-time employment, failure to do so may result in BU taking steps to recover any overpayment (see 12.1 Payment and overpayment of maintenance grants).
- 3.9 If the Award Holder is required to work unsocial hours as part of their clinical duties, the Award Holder will complete the required hospital documentation and submit the claim to Portsmouth Hospitals NHS Trust.

#### **4. Duties and Responsibilities**

- 4.1 The Award Holder must attend the Graduate School Induction and induction to each Clinical Placement environment as directed by Portsmouth Hospitals NHS Trust . The Award Holder must also ensure to undergo any mandatory training required, plus relevant Researcher Development Training as appropriate to the research project. Failure to attend these programmes will normally be deemed to reflect unsatisfactory performance and would be dealt with under the Student Disciplinary Regulations which may ultimately lead to termination of the Studentship.
- 4.2 The Award Holder is required to devote forty per cent (40%) of the Award Holder's time to clinical duties for Portsmouth Hospitals NHS Trust and shall commit the other sixty per cent (60%) of their time during ordinary working hours to the academic element of the Studentship.
- 4.3 BU and Portsmouth Hospitals NHS Trust may offer, at its sole discretion, the Award Holder additional paid academic and/or clinical work (e.g. teaching, demonstrating activities, research assistantship activities, clinical practice) within BU and Portsmouth Hospitals NHS Trust. This will be in line with the BU's Guidelines - Employment of Postgraduate Researchers (PGRs) for Teaching or Demonstrating Duties (within the CoP) and any other guidelines as directed by Portsmouth Hospitals NHS Trust for clinical practice. Any Award Holder who wishes to undertake paid work for BU or Portsmouth Hospitals NHS Trust will be issued with a separate employment contract in respect of this. In the event of any conflict between these terms and conditions and the employment contract, the relevant employment contract shall take precedence.
- 4.4 It is expected that any paid work (whether inside or outside BU) undertaken by the Award Holder would not normally exceed, in aggregate, 6 hours per week and is subject to the approval of the Award Holder's BU supervisory team. Supervisors will advise the Head of the Graduate School if they consider that paid employment is adversely affecting the studies of an Award Holder.
- 4.5 It is a requirement of the Studentship that the Award Holder performs the research under the direction and supervision of their supervisor, nominated by BU. Where required to attend a sponsor's premises, the Award Holder shall comply with all rules and regulations in force at the sponsor's premises.
- 4.6 The Award Holder shall provide BU with periodic reports which summarise the progress of the research, at such intervals as requested by BU.
- 4.7 The Award Holder will meet with representatives of the sponsor at times and places mutually agreed upon to discuss the progress and results of the research.

- 4.8 The Award Holder is expected to engage in at least two Public Engagement/Outreach events during the course of their registration.

## **5. Annual Leave Entitlement**

- 5.1 Annual Leave entitlement is detailed in BU's Code of Practice for Research Degrees (current version). The Award Holder may, only with the prior agreement of their supervisory team (both academic and clinical) take holiday for each year of their Studentship. Holidays must be taken on a pro-rata basis between academic and clinical time.

## **6. Payment of Maintenance Grant During Certificated Illness**

- 6.1 In the event the Award Holder is prevented from studying due to certificated illness the Award Holder will normally continue to receive their maintenance grant for a cumulative total of 13 weeks within any 12 month period. Such periods will be treated as part of the tenure of the Studentship, and the maintenance grant associated with the Studentship will not be extended correspondingly.
- 6.2 If the Award Holder is absent for more than 13 weeks cumulatively in a 12 month period, due to illness, the Award Holder shall apply for a suspension to their award. Maintenance grants will not be paid by BU during any period of suspension (except as outlined in Section 9).
- 6.3 In all cases BU will require the Award Holder to produce medical certificates for each absence lasting more than 5 days.
- 6.4 If BU considers the Award Holder is prevented from studying due to illness, then action may be taken in line with BU's Fitness to Study Policy and Procedure.

## **7. Paid maternity Leave**

- 7.1 If the Award Holder falls pregnant and the expected week of childbirth is during the period of the Studentship, the Award Holder will be entitled to suspend their studies for up to 12 months. They will subsequently be required to notify their Academic School 1 month before they intend to return to their studies.
- 7.2 The Award Holder should inform their BU Academic School at least 3 months before the expected week of childbirth and supply a MATB1 form to qualify for maternity leave. Applications for paid maternity leave will in all cases be forwarded by the Academic School to the Head of the Graduate School for ratification.
- 7.3 The maintenance grant will continue to be paid for the first 6 months of maternity leave, however the Award Holder will be required to repay this should they decide not to return to their studies after maternity leave. Such periods will be treated as part of the tenure of the Studentship, and the maintenance grant associated with the Studentship will not be extended correspondingly.  
Any period of maternity leave over 6 months will be unfunded.

## **8. Paternity Leave**

- 8.1 The Award Holder will be entitled to suspend their studies for up to 12 months for a period of paternity leave if their partner falls pregnant and the expected week of childbirth is during the period of the Studentship. They will subsequently be required to notify their BU Academic School 1 month before they intend to return to their studies.
- 8.2 The Award Holder will be entitled to paid paternity leave of 6 months at any time during their partner's pregnancy or within 6 months of childbirth. Paternity leave must be taken by arrangement with the Award Holder's supervisory team.

- 8.2 The maintenance grant will continue to be paid for the first 6 months of paternity leave, however the Award Holder will be required to repay this should they decide not to return to their studies after paternity leave. Such periods will be treated as part of the tenure of the Studentship, and the maintenance grant associated with the Studentship will not be extended correspondingly. Any period of paternity leave over 6 months will be unfunded.

## **9. Suspension of Award**

- 9.1 The Award Holder may suspend their studies for a period formally approved by the Award Holder's Academic School or Research Degree Committee on behalf of Senate. In such cases, the Studentship award will be suspended. Fees will not be due and the maintenance grant will not be paid during the period of suspension. The process for the approval of suspensions is set out in the CoP.
- 9.2 The total cumulative suspension for any reason (excluding any period of maternity leave) must not normally exceed 12 months over the period of the award.

## **10. Intellectual Property Rights**

- 10.1 The Award Holder shall assign to BU with full title guarantee all of the intellectual property that he/she generates by virtue of the Studentship by entering into an IP Assignment in the form attached at Schedule 1 to these Terms and Conditions (the "Assignment"). The Award Holder shall also grant such licences over any pre-existing intellectual property as are necessary to the extent it has been used in the creation of the intellectual property generated by virtue of the Studentship. It is a condition of accepting the Studentship that the Award Holder signs an Assignment before or on the commencement of the Studentship. In exceptional circumstances, a modified version of the IP Assignment will apply.

## **11. Termination of Studentship**

- 11.1 BU may terminate the Award Holder's registration in the following circumstances:

- there is a lack of academic progress;
- there is a loss of contact;
- the Award Holder refuses to sign the Assignment upon request; and/or
- the Award Holder's behaviour (Academic or Clinical) is deemed to be unsatisfactory and the Award Holder is required to withdraw their registration for their programme of study at the conclusion of BU's Disciplinary Procedures.

In all cases the procedures outlined in BU's CoP, and/or the Student Disciplinary Procedures or Portsmouth Hospitals NHS Trust's policies, as applicable, will be followed before termination of the Award Holder's registration. The Award Holder shall have the right of appeal in respect of any decision to withdraw them.

- 11.2 The Studentship will automatically terminate at the same time as the Award Holder's registration ends.
- 11.3 The Award Holder may terminate their award by giving 1 month's written notice to supervisory team and the Head of the Graduate School, detailing the reasons for termination.

## **12. Payment and Overpayment of Maintenance Grants**

- 12.1 If a maintenance grant is received for a period during which the Award Holder's registration has been suspended (for example, if the Award Holder suspends their studies for a reason other than paid

maternity leave), or if other overpayment occurs, BU will ask the Award Holder to return the overpayment. BU may take steps to recover any outstanding amounts that remain unpaid.

- 12.2 Where a Studentship is terminated by BU or by the Award Holder (for example where an Award Holder withdraws from a programme), BU will not seek repayment of any of the maintenance grant received to that point, except in cases where there has been overpayment. For example, the Award Holder withdrawing from BU with a formal leaving date of 1 November would be expected to repay the proportion of any maintenance payment already received in advance for the period of study following that date, but would not be expected to repay maintenance payment for the period preceding that date.

### **13. Research Council Equivalency**

- 13.1 Where an issue is not covered by these terms and conditions, the terms and conditions for the appropriate Research Council studentship will be considered to apply. In the event of any conflict between these terms and conditions and the terms of conditions of the appropriate Research Council, these terms and conditions shall take precedence.

### **14. Jurisdiction**

- 14.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales in connection with any matter arising out of or in connection with these terms and conditions.

### **Acceptance of Terms and Conditions**

The Award Holder accepts the offer of a Studentship and agrees to abide by these terms and conditions.

**Name of Award Holder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Award Holder:** \_\_\_\_\_ **Start Date\*:** \_\_\_\_\_

(\*Start date of Studentship)

**Schedule 1 – Form of IP Assignment**