

**BOURNEMOUTH UNIVERSITY VC SCHOLARSHIPS**  
**TERMS AND CONDITIONS**  
**2014-15**

**1. General**

1.1 The Term 'Bournemouth University VC Scholarship' ("Scholarship" 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 (and exceptionally part-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 students are not eligible to apply for a Scholarship.

1.4 Scholarships are not transferable. Once an Award Holder ceases to be registered at BU (for whatever reason) the Scholarship 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 Scholarship covers a waiver of the full-time, or exceptionally the part-time research student fee.

3.2 Scholarships will be awarded on a full-time basis for a period of 36 months or a part-time basis for a period of 48 months.

3.3 Should the Award Holder successfully complete their studies within the 36 month period the Scholarship will cease on the award of their PhD or MPhil.

3.4 Should the Award Holder's progress be such that they do not complete their studies within the period of the Scholarship 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 be required to pay the fees, for the additional study period.

- 3.5 Continuation of the Scholarship 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 Scholarship may ultimately be terminated (see 11 Termination of Scholarship).

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

- 4.1 The Award Holder must attend the Graduate School Induction, 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 Scholarship.
- 4.2 BU may offer, at its sole discretion, the Award Holder a small amount of paid academic work (e.g. teaching, demonstrating activities, research assistantship activities) within BU. This will be in line with the Guidelines - Employment of Postgraduate Researchers (PGRs) for Teaching or Demonstrating Duties (within the CoP). Any Award Holder who wishes to undertake paid work for BU 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 employment contract shall take precedence.
- 4.3 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.
- 4.4 It is a requirement of the Scholarship 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.
- 4.5 The Award Holder shall provide BU with periodic reports which summarise the progress of the research, at such intervals as requested by BU.
- 4.6 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.
- 4.7 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 The Award Holder is entitled to a total of eight weeks (40 days) annual leave (which includes public holidays and BU closures) during any 12 month period. Leave shall be taken by prior arrangement with the Award Holder's supervisory team.

#### **6. Certificated Illness**

- 6.1 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.
- 6.2 In all cases BU will require the Award Holder to produce medical certificates for each absence lasting more than 5 days.
- 6.3 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. Maternity Leave**

- 7.1 If the Award Holder falls pregnant and the expected week of childbirth is during the period of the Scholarship, 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. The Award Holder should apply for a suspension to their registration. Fees will not be payable during any period of suspension so the fee waive would be suspended accordingly.

## **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. Paternity leave must be taken by arrangement with the Award Holder's supervisory team.
- 8.2 The Award Holder should apply for a suspension to their registration. Fees will not be payable during any period of suspension so the fee waive would be suspended accordingly. They will subsequently be required to notify their BU Academic School 1 month before they intend to return to their studies.

## **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 Scholarship award will be suspended. Fees will not be due 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 Scholarship 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 Scholarship. It is a condition of accepting the Scholarship that the Award Holder signs an Assignment before or on the commencement of the Scholarship. In exceptional circumstances, a modified version of the IP Assignment will apply.

## **11. Termination of Scholarship**

- 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 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 the CoP, or the Student Disciplinary Procedures 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 Scholarship 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 their BU supervisory team and the Head of the Graduate School, detailing the reasons for termination.

## 12. Jurisdiction

12.1 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 Scholarship and agrees to abide by these terms and conditions.

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

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

(\*Start date of Scholarship)

## **Schedule 1 – Form of IP Assignment**

## IP ASSIGNMENT

### PARTIES

- (1) ..... of ..... (the "Student"); and
- (2) Bournemouth University Higher Education Corporation whose administrative offices are at Talbot Campus, Fern Barrow, Poole, BH12 5BB ("BU").

### BACKGROUND

- (A) Under the terms of a VC PhD Scholarship Agreement (the "Student T&Cs") signed on ..... BU has offered the Student a fee waive (the "Award") to support the Student in studying for a PhD at BU (the "Project").
- (B) It is a requirement of the Student T&Cs that the Student enter into this Assignment to assign the intellectual property rights arising from the Project to BU as set out in this Assignment.

### AGREED TERMS

#### 1. INTERPRETATION

The definition in this clause applies in this Assignment.

IPR means intellectual property rights generated by the Student before, on and after the date of this Assignment as a result of or in connection with his/her involvement in the Project and especially copyright and related rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

#### 2. ASSIGNMENT

In consideration of BU offering the Student the Award, the Student agrees and by this Assignment assigns to BU absolutely with full title guarantee all of their right, title and interest in the following rights:

- (a) all IPR;
- (b) the right to sue for damages and other remedies for any infringement of any of the IPR which occurred prior to the date of this Assignment.

#### 3. LICENCE

BU hereby grants to the Student a non-exclusive, perpetual, royalty free licence to use any IPR assigned to it by this Assignment for all research purposes and the Student's personal use.

#### 4. WARRANTIES

The Student warrants that, at the date of this Assignment:

- (a) the Student is the sole owner of all IPR;
- (b) it has not licensed or assigned any IPR to any third party in any part of the world; and
- (c) the use of the IPR by BU, its employees, agents, or appointees does not infringe the statutory or common law rights of any third party.

#### 5. INDEMNITY

The Student shall indemnify BU against all and any loss, damages or costs sustained by BU arising out of any breach by the Student of any of its warranties under this Assignment. At the request of BU and at the Student's own expense, it shall provide all reasonable assistance to enable BU to resist any claim, action or proceedings brought against BU as a consequence of that breach.

#### 6. WAIVER OF MORAL RIGHTS

The Student, being the sole owner of the IPR, waives absolutely his/her moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he/she may have in any territory of the world.

**7. CONFIDENTIALITY**

The Student shall not use the University's confidential information for any other purpose than to perform his/her activities in the Project and his/her obligations in this Assignment.

**8. VARIATION**

This Assignment may only be amended by a document in writing signed by each party.

**9. FURTHER ASSURANCE**

The Student shall, at the cost and expense of BU, do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as BU may from time to time reasonably require in order to give BU the full benefit of this Assignment.

**10. ENTIRE AGREEMENT**

10.1 This Assignment and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Assignment.

10.2 Each of the parties acknowledges and agrees that, in entering into this Assignment and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Assignment or not) other than as expressly set out in this Assignment as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of this Assignment. Nothing in this clause shall operate to limit or exclude any liability for fraud.

**11. RIGHTS OF THIRD PARTIES**

No term of this Assignment shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**12. GOVERNING LAW AND JURISDICTION**

12.1 This Assignment shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Assignment.

This Assignment will become effective when signed by both parties.

**Signed by the Student:**

.....

Name: .....

Date: .....

**Signed for and on behalf of BU:**

.....

Name: .....

Date: .....

Title: .....