

PHD STUDENTSHIPS
TERMS AND CONDITIONS
2023-24

1. Introduction

- 1.1 These terms apply where Bournemouth University (“BU” / “we”) offers you a research degree fee waiver and maintenance grant (a “**Studentship**”) for a full-time PhD project as set out in the BU advertisement.
- 1.2 Your Studentship is funded by BU and may also be part funded by an external sponsor
- 1.3 You will study for a PhD at BU.
- 1.4 BU is offering you this Studentship on the basis that you have confirmed that you:
- have met the academic entry requirements;
 - are able to demonstrate an excellent knowledge of the subject of the PhD project;
 - if your first language is not English, have a minimum IELTS (Academic) 6.5 overall (with a minimum score of 6.0 in each of the four component sectors) or equivalent; or any higher level stipulated in the advertisement;
 - are not:
 - already undertaking a PhD at BU;
 - receiving any other bursary or award (from BU or externally);
 - in full-time employment; or
 - studying for a PhD on a part-time basis.
- 1.5 Your Studentship is not transferable and will end if you withdraw or are withdrawn from BU for any reason.
- 1.6 Whilst undertaking the Studentship you understand you will not be a full-time or permanent employee of the University and will not be entitled to benefits associated with employment including but not limited to pension or death in service cover, if appropriate, you are responsible for seeking your own personal cover for these provisions.

2. Rules

- 2.1 To accept the Studentship, you must sign and return these Studentship terms and conditions. You must also:
- enter into the intellectual property agreement (“**IP Assignment**”) as described in paragraph 8 below;
 - agree to BU’s Student Agreement, which is sent with your offer and is available at www1.bournemouth.ac.uk/students/help-advice/important-information and which draws together all relevant Academic Policies and Procedures;
 - comply with the current version of the Code of Practice for Research Degrees (“**CoP**”) which is available at <https://intranet.sp.bournemouth.ac.uk/pandptest/8a-code-of-practice-for-research-degrees.pdf> under Research; and
 - comply with the terms and conditions of any third party funding arrangement that relates to the PhD project, including confidentiality, reporting and other provisions relevant to you while you are undertaking the Studentship.
- 2.2 If there is a conflict between these Studentship terms and conditions (including the IP Assignment) and the Student Agreement, these Studentship terms and conditions and the terms of the IP Assignment take priority.

3. Funding and Duration

- 3.1 BU will pay you a maintenance grant for 36 months (the “Award Period”), and BU agrees to waive the research degree fee for the Award Period. The maintenance grant will be at least £ 18,198 per annum during the Award Period. For subsequent years, BU may increase your total annual maintenance grant in line with any percentage increase in the UK Research and Innovation’s recommended minimum maintenance grant. Any such increase shall be at BU’s absolute discretion.
- 3.2 The Studentship is only available if you start your Studentship in the 2023-24 academic year. If you want to postpone the start of your studies, you must contact the Postgraduate Research Admissions Administrator as soon as possible using the details at the top of your offer letter, and your offer may be withdrawn or the Studentship may be ended if you are not able to start within the timetable set out in the offer letter.
- 3.3 The maintenance grant will be paid to you via BU’s payroll monthly in arrears in 12 instalments each year during the Award Period. This means that the first payment will be made one month after you start your Studentship.
- 3.4 If you complete your PhD before the end of the Award Period, the maintenance grant will end once you have been awarded your PhD.
- 3.5 If you do not complete your PhD within the Award Period, we may agree to extend your study period.
- A maximum study period is set out in the offer letter.
 - Maintenance payments are only made for the Award Period and no maintenance payments will be made during the extension.
 - The research degree fee waiver only applies to the Award Period, and you must pay the standard fees during the extension in accordance with the CoP. If you are still engaged in research activity or writing up at the end of the Award Period, you will be automatically transferred to Continuation Status (as defined in the CoP) and will be required to pay a Continuation Status fee as set out in the CoP to cover the 12 month period immediately following the end of the Award Period (“**Continuation Status Period**”). If you have not completed your PhD during that period, you may be liable to pay the full research degree fee, applicable at that time, for any additional study period. Information about any such fee shall be given to you prior to the end of the Continuation Status Period. These fees will be the standard fees that apply at that time for your additional study period. If you do not pay the Continuation Status fee or any research degree fee payable under this paragraph, we may withdraw you from BU.
- 3.6 Your BU Faculty will review your progress as described under the CoP. This will include a Probationary Review completed no later than 4 months; formal annual Re-enrolment Reviews; and a Major Review completed no later than 18 months from the start of the Award Period. If your BU Faculty decides that your progress is not satisfactory then you may be withdrawn from BU and your Studentship may be ended (see paragraph 9 below, Ending the Studentship).
- 3.7 Unless BU agrees otherwise in writing, your Studentship will be ended if you:
- stop studying towards a PhD but BU agrees that you may continue to study towards a lower award; or
 - stop studying for your PhD on a full-time basis,
- (see paragraph 9, Ending the Studentship).

4. Duties and Responsibilities

- 4.1 You must attend all BU induction activities, plus relevant researcher development training.
- 4.2 It is a requirement of the Studentship that you work for your PhD under the direction and supervision of your supervisor, nominated by your BU Faculty.

- 4.3 You must provide your BU Faculty with periodic reports, which summarise the progress of your research, as requested by your BU Faculty.
- 4.4 If the PhD project has an external sponsor, you must
- meet with representatives of the sponsor when requested by the sponsor to discuss the progress and results of your research; and
 - if required to attend a sponsor's premises, comply with all rules and regulations in force at the sponsor's premises.
- 4.5 You are expected to engage in at least two public engagement/outreach events during the Award Period.
- 4.6 You must undertake any other research activities, including the dissemination of research findings, writing for publication and other wider dissemination as your supervisory team or your BU Faculty reasonably require.

5. Employment

- 5.1 The PhD programme is a full-time course. Studentships are not available to those in full-time employment (more than 35 hours a week). Your Studentship will end immediately and we can withdraw you from your PhD programme if you accept a full-time employed position (see paragraph 9, Ending the Studentship).
- 5.2 You must inform your BU Faculty and the Doctoral College immediately if you accept a position in full-time employment, including at BU.
- 5.3 You may undertake a limited amount of paid work while you are studying, but you must ensure that this does not impact the amount of time that you spend on your studies or your availability during normal working hours. You must ensure that you are available to attend BU, attend any sponsor's premises and meet any other requirements of your PhD programme.
- 5.4 It is expected that you will not undertake more than 6 hours of paid teaching or demonstrating work per week for BU. If you wish to do paid work for BU, you will need to get approval in advance from your supervisory team and inform your Postgraduate Research Administrator. Supervisors will advise the Deputy Dean for Research & Professional Practice if they consider that any paid employment is adversely affecting your studies and action may be taken under the [Employment of Postgraduate Researchers \(PGRs\) for Teaching or Demonstrating Duties - Guidelines](#) (CoP Appendix 1). Before doing any paid teaching or other work for BU, you must sign a separate employment contract with BU.
- 5.5 BU may take steps to recover any maintenance grant or fee waiver for any period when you have been in full-time employment or not engaging with your studies (see paragraphs 9, Ending the Studentship and 10.1 Payment and overpayment of maintenance grants).
- 5.6 If you are an international student, the terms of your visa may not allow you to undertake additional work. Where applicable, please contact your Postgraduate Research Administrator who will liaise with askBU for advice.

6. Leave and absence

- 6.1 You are entitled to a total of 6 weeks annual leave plus Public Holidays and any extra-statutory holidays and discretionary days designated as leave by BU during each 12 month period. Post Graduate Researchers ("PGRs") do not study to undergraduate semesters; you must agree the dates of your leave in advance with your supervisory team; and report agreed dates to your Postgraduate Research Administrator.
- 6.2 You must produce medical certificates if you are unable to attend BU and/or the sponsor because of sickness and you are absent for more than 5 days.
- 6.3 If you are unable to study because of an illness, you will normally continue to receive your maintenance grant as long as you have provided medical certificates, as applicable, but:

- maintenance grant payments will stop if you are absent for more than 13 weeks in any 12 month period; and
- subject to 6.4 below, your Award Period will not normally be extended to take account of any period of absence for sickness.

6.4 If you are absent for more than 13 weeks cumulatively in a 12 month period, due to illness, you must apply to interrupt your studies (see paragraph 7, Interruptions).

- Your Award Period will be extended to take account of the interruption period.
- We will not make maintenance grant payments for the interruption period.

If you are an international student, the terms of your visa may not allow you to interrupt. Where applicable, please contact your Postgraduate Research Administrator who will liaise with askBU for advice.

6.5 We may take action under the Support to Study Procedure (https://www1.bournemouth.ac.uk/students/help-advice/important-information_under_Conduct_and_Welfare) if we are concerned about you, for example if:

- your physical or mental health condition may impact upon your ability to fulfil your potential or the ability of others to fulfil their potential;
- we are concerned about your behaviour and it is not a disciplinary matter;
- we are concerned because you have been absent; or
- we are concerned about how you will manage your learning experience on a field trip, exchange or other trip abroad or whilst at the sponsor's premises.

Maternity, Paternity and Adoption Leave

6.6 If you fall pregnant and the expected week of childbirth is during the Award Period, you will be entitled to interrupt your studies for up to 52 weeks.

- You should inform your BU Faculty at least 3 months before the expected week of childbirth and supply a MATB1 form to qualify for maternity leave.
- If you intend to return to your studies within 12 months from the start of your maternity leave, we will pay your maintenance grant for the first 26 weeks of maternity leave.
- If you do not return to your studies within 12 months from the start of your maternity leave, you will be required to repay the maintenance grant paid for your maternity leave (see paragraphs 9, Ending the Studentship and 10.2 Payment and overpayment of maintenance grants).
- We will not make any payments to you for any period of maternity leave over 26 weeks.
- The anticipated end date of the Award Period shall be amended to reflect any period of maternity leave.
- You must notify your BU Faculty 1 month before you intend to return to your studies.

6.7 You will be entitled to a period of paid ordinary paternity leave of up to 10 days if your partner falls pregnant and the expected week of childbirth is during the Award Period. Ordinary paternity leave cannot start before the birth and must end within 56 days of the birth. Ordinary paternity leave must be taken all in one go and you must agree the dates of your ordinary paternity leave in advance with your supervisory team.

The anticipated end date of the Award Period shall be amended to reflect any period of ordinary paternity leave.

We will not make any payments to you for any period of ordinary paternity leave over 10 days.

- 6.8 Partners are also entitled to an extended period of unpaid parental leave, up to a maximum of 50 weeks, with the Award Period extended accordingly. Unpaid parental leave must be completed within 12 months of the birth of the child. This leave may be taken in up to three blocks of leave or all at once.
- 6.9 If you, as a single person, adopt a child, you will be entitled to adoption leave for up to 52 weeks on the same terms as maternity leave set out in paragraph 6.6 above. If you are part of a couple that jointly adopts a child, only one of you or your partner will be entitled to take adoption leave (you and your partner can choose which). The other adoptive parent will normally be entitled to take paternity leave as detailed in paragraph 6.7 above.
- 6.10 If you are an international student, the terms of your visa may not allow you to interrupt your studies. Where applicable, please contact your Postgraduate Research Administrator who will liaise with askBU for advice.

7. Interruption of Studies

- 7.1 If you wish to interrupt your studies for a period, you should discuss it with your supervisory team. It may not always be possible to do this, see Interruptions and Extensions (CoP section 4.7). Please also note paragraph 7.4 below.
- 7.2 Your request to interrupt your studies will be formally considered by your BU Faculty Research Degree Committee on behalf of Senate. The maintenance grant will not be paid during the period of interruption. The process for the approval of interruptions and returning to study after an interruption is set out in the CoP.
- 7.3 The total cumulative period of interruption of your studies for any reason must not exceed 12 months during the Award Period.
- 7.4 If you are an international student, the terms of your visa may not allow you to interrupt your studies. Where applicable, please contact askBU who will liaise with your Postgraduate Research Administrator for advice. BU may take steps to recover any maintenance grant or fee waiver for any period when you have been in breach of the terms of your visa (see paragraphs 9, Ending the Studentship and 10.1 Payment and overpayment of maintenance grants).
- 7.5 Where you are not allowed to interrupt your studies, anything in these terms that says you can interrupt your studies will not apply.

8. Intellectual Property Rights

- 8.1 You must assign to BU all the intellectual property that you generate as part of your research under the Studentship (the “**New IP**”) by entering into an IP Assignment in the form attached at Schedule 1 to these Studentship terms and conditions.
- 8.2 The IP Assignment must be signed before the start of the Award Period.
- 8.3 If you use any pre-existing intellectual property for your research under the Studentship and it is included in the New IP, you must have permission from the owners of the pre-existing intellectual property to use it and to assign it to us in the IP Assignment.
- 8.4 Our [IP Policy](https://intranetsp.bournemouth.ac.uk/policy/Intellectual-Property-Note-for-Students.pdf) at <https://intranetsp.bournemouth.ac.uk/policy/Intellectual-Property-Note-for-Students.pdf> provides more information about how we handle intellectual property and your rights in relation to the IP you create.

9. Ending the Studentship

- 9.1 We may end your Studentship and withdraw you from BU as set out in the Student Agreement and in particular if:
- you provided inaccurate or incorrect information during application or enrolment stage;
 - you do not meet the conditions of your offer, including signing the IP Assignment and these Studentship terms and conditions;

- you have not met the requirements of your PhD, including the academic requirements; or
- we require you to withdraw under:
 - (a) the Support to Study Procedure,
 - (b) the Fitness to Practise Procedure,
 - (c) the Student Disciplinary Procedure,
 - (d) the Research Misconduct Policy and Procedure, or
 - (e) you fail to pay any relevant fees that are payable (such as tuition or Continuation Status fee).

9.2 We may withdraw you from BU under the Engagement Monitoring and Withdrawal Procedure and end this Studentship if:

- you accept a full-time employed position; or
- you do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your PhD (including concerns about your lack of contact or lack of progress); or
- where applicable, you do not have or maintain the correct visa or other immigration status to allow you to study at BU or fail to comply with any conditions attached to your visa. We will need to report to the Home Office if we withdraw you for this reason.

9.3 In some cases, you may have a right to appeal a decision to require you to withdraw as described in the relevant policy. Guidance and support is available from askBU (call 01202 969696, email askBU@Bournemouth.ac.uk, or visit the Student Advice Centre <http://studentportal.bournemouth.ac.uk/help/askbu/>) and from SUBU Advice (01202 965779 or email subuadvice@bournemouth.ac.uk).

9.4 This Studentship will automatically terminate on the date that you are withdrawn from BU.

9.5 You may end your Studentship and withdraw from BU by completing a [Withdrawal Form](#) in accordance with the Engagement Monitoring and Withdrawal Procedure (<https://www1.bournemouth.ac.uk/students/help-advice/important-information>, under Conduct and Welfare).

9.6 Unless we agree otherwise in writing, the Studentship will terminate if you stop studying towards your PhD but BU has agreed in writing that you may continue to study towards a lower award. The Studentship will terminate on the effective date on the Change of Registration Form.

9.7 Unless we agree otherwise in writing, the Studentship will terminate immediately if we agree in writing that you may study for your PhD on a part-time rather than a full-time basis. If you wish to transfer your studies to a part-time basis, you should submit a written request to your supervisory team and the Deputy Dean for Research and Professional Practice of your BU Faculty, giving the reasons.

9.8 When your Studentship ends you will (as soon as reasonably practicable) return all property belonging to:

- BU (including any IT equipment we have provided to you, access pass and materials containing the New IP) to your BU Faculty; and
- the sponsor to their nominated contact.

10. Payment and Overpayment of Maintenance Grants

10.1 If you are paid the maintenance grant while your studies are interrupted (for example, if you interrupt your studies for a reason other than paid maternity, adoption or paternity leave), or for any other period when you were not entitled to interrupt it (as set out in paragraph 5.5, Employment, paragraph 7.4 Interruption of Studies), BU will ask you to return the overpayment. BU may take steps to recover outstanding amounts if you do not pay them when asked.

- 10.2 If you are paid the maintenance grant whilst on maternity or adoption leave (as set out in paragraph 6.6) if you do not return to your studies within 12 months from the start of your maternity or adoption leave, you will be required to repay the maintenance grant paid for your maternity or adoption leave.
- 10.3 In addition to the right to recover overpayments under paragraphs 10.1 and 10.2, if the Studentship ends for any reason (for example if you withdraw from BU), and you have been paid the maintenance grant for a period after the withdrawal date, BU will seek repayment of any overpayment. For example, if you withdraw from BU with a formal leaving date of 1 November you would be expected to repay the proportion of any maintenance grant already received in advance for the period of study following that date, but would not be expected to repay any maintenance grant paid for the period before that date.

11. Law and Jurisdiction

- 11.1 These Studentship terms and conditions and any dispute or claim arising out of, or in connection with, them are governed by and construed under English Law and subject to the exclusive jurisdiction of the English courts.

12. Sharing of Personal Data

- 12.1 We and any sponsor will process, and may share information about you, including limited information subject to special protections under data protection laws as necessary for the purposes of administering the Studentship, monitoring the progress of your PhD project and your attendance. We and the sponsor may also share information about any disciplinary issues that may relate to your project or the continuation of your Studentship.
- 12.2 Our Student Privacy Notice at www.bournemouth.ac.uk/student-privacy-notice provides more information about how we handle student personal data and your rights in relation to the personal data we hold about you.

Acceptance of Studentship terms and conditions

By signing these Studentship terms and conditions you accept the offer of a Studentship and agree to these Studentship terms and conditions.

Student's Name : _____ **Date:** _____

Student's Signature : _____ **Start Date*:** _____

(*Enrolment/Registration Date)

Schedule 1 – Form of IP Assignment

IP ASSIGNMENT

PARTIES

(1) (name) of (address) (the “**Student**” / “**you**” / “**your**”);

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 the Studentship terms and conditions signed on BU has offered the Student a fee waiver and maintenance grant (the “**Studentship**”). The Studentship is provided to support the Student in studying for a PhD at BU as part of a research project that is described in the offer letter (the “**Project**”).

(B) It is a requirement of the Studentship terms and conditions 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

IPR means intellectual property rights generated by you before, on and after the date of this Assignment because of or in connection with your involvement in the Project. In particular, IPR includes copyright and related rights and all similar or equivalent rights or forms of protection that subsist or will subsist, now or in the future, in any part of the world.

2. ASSIGNMENT

2.1 In consideration of BU providing the Studentship to you, you agree and by this Assignment assign to BU absolutely with full title guarantee all of your 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 the IPR that occurred before the date of this Assignment.

2.2 You must sign all other documents as BU may from time to time reasonably require to give BU the full benefit of this Assignment, and must arrange for third parties to sign any documents if BU requires them. BU will be responsible for the reasonable costs and expenses of arranging for these documents.

3. WAIVER OF MORAL RIGHTS

You waive absolutely your 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 you may have in any territory of the world in relation to the IPR.

4. WARRANTIES

You warrant that, at the date of this Assignment:

- (a) you are the sole owner of all IPR;
- (b) you have not licensed or assigned any of the 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. LICENCE

BU hereby grants you a non-exclusive, perpetual, royalty free licence to use any IPR that you have assigned to BU to enable you to work on the Project and for non-commercial research purposes and your personal use.

6. **INDEMNITY**

You must indemnify BU against all and any loss, damages or costs sustained by BU arising out of any breach by you of any of the warranties given above. At the request of BU and at your own expense, you must provide all reasonable assistance to enable BU to resist any claim, action or proceedings brought against BU because of that breach.

7. **CONFIDENTIALITY**

You must not use BU's confidential information for any other purpose than to carry out the Project and your obligations under the Studentship and in this Assignment.

8. **VARIATION**

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

9. **GENERAL**

9.1 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.

9.2 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.

9.3 No third party has any right to enforce any of the terms of this Assignment.

10. **GOVERNING LAW AND JURISDICTION**

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

10.2 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:

Signed for and on behalf of BU:

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Name:

Name:

Date:

Date:

Title: Head of Doctoral College