

REF

DATE

Private & Confidential

NAME

ADDRESS

POSTCODE

Dear NAME

Following your recent interview, I am pleased to offer you the position of POST within DEPARTMENT at the University of Bedfordshire within effect from DATE.

Your starting salary will be at £ which is Grade ***, point *** of the National pay spine. In accordance with University Policy you will be eligible for an increment in August 200X and thereafter annually each August until you reach the top of your scale. Your salary will be paid by direct transfer on the 21st of each month, or if this falls on a weekend or Bank holiday, the next working day. All appointments are against the current Conditions of Service, a copy of which is enclosed for your information.

The holiday year runs from 1 September to 31 August and you are entitled to 25 days *pro rata* per annum. In addition to statutory Bank Holidays, local discretionary holidays and days when the institution is closed in the interests of efficiency During your employment with the University of Bedfordshire your Senior Manager must approve any additional work you undertake outside of the university. You will be entitled to DAYS holiday between START DATE and END DATE.

This offer of appointment is subject to our receipt of references satisfactory to us, and if you have not yet done so you should please furnish the names of two referees, to include your current employer where relevant.

I would be grateful if you would complete the enclosed medical questionnaire and return it to the Human Resources Department with your acceptance. Enclosed are details of the Teachers' Pension Scheme. Under its regulations, entry is automatic unless employees state they do not wish to join. I would be grateful if you would confirm whether you wish to join by completing the enclosed form.

You will be responsible in the first instance to your Director of Studies, NAME, with whom you should communicate direct with regard to your duties and your starting arrangements.

Would you please confirm your starting arrangements with NAME, NUMBER

All new staff who have joined the University, are required to attend the New Staff Conference, arrangements for your attendance will be finalised at a later date. I can also confirm that your mentor is NAME, NUMBER

On the day you commence employment, you must come to the Human Resources department by 10am. Please bring the following information:

- * A Passport Sized Photograph
- * P45 from your previous employer
- * Birth certificate and marriage certificate (if applicable)
- * National Insurance Number
- * Qualifications
- * The completed enclosed forms

Failure to produce this information will result in your details not being entered on to the payroll system.

The Asylum and Immigration Act requires the University to be sure you are eligible to work in the United Kingdom. You must therefore produce evidence of this. Please see the enclosed list for documents that will be accepted as proof of eligibility to work in the UK. Failure to provide this information will result in the University of Bedfordshire having to cease your employment until the evidence is available.

The deadline for receiving new starter paperwork is the 12th of each month. If your employment with the University starts after this date, then your information will not be processed in time for payroll. In this instance you will be paid the following month and your salary backdated

We have a positive policy of supporting staff development and training. This is a major investment for the University. We therefore reserve the right to require reimbursement in full or part of the fees and expenses we have paid on your behalf, if you should leave the University during the course of a programme or shortly after completion up to a maximum of two years. The requirement to reimburse will be at the discretion of the University and will take account of all the factors involved.

Please confirm your acceptance of this offer by signing and returning the enclosed copy of this letter and all completed documentation by **DATE**. The envelope should be marked for the attention of the Human Resources Department, University of Bedfordshire, Room A414, Park Square, Luton LU1 3JU.

In addition to your acceptance of the post it is a condition of your contract of employment that you sign and return the copy of the offer of appointment and statement of particulars. If you fail to do this your failure may lead to your employment not being continued.

May I take this opportunity to welcome you and to wish you a long and happy association with the University of Bedfordshire.

Yours sincerely

Professor Les Ebdon
Vice Chancellor and Chief Executive

I accept the appointment on the terms offered

Signed Date

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR RESEARCH STAFF

1. The Employer

The University of Bedfordshire

2. The Employee

NAME

3. Date of Commencement

DATE

4. Date of Termination

Although this is a fixed term contract the University reserves the right to terminate the contract before the end of the fixed term where it has good reason for doing so and this would include capability, ill health and conduct.

5. Place and Type of Work (Mobility Clause)

Your initial place of work will be PLACE. However, the University reserves the right to move you to any of its locations, based in Park Square, Bedford, Putteridge Bury, NHS sites, plus any other sites the University may acquire in the future.

6. Continuous Employment

For the purpose of calculation of sickness and maternity entitlements continuous service commences on «CED». Continuous service with other HEFC(E) institutions, UK universities or Further Education establishments will be counted in calculating sickness and maternity entitlements. Subject to paragraph 4 above which takes precedence, in the case of redundancy, payment will be calculated in accordance with the Redundancy Payment (Local Government) (Modification) Order 1983 as amended.

7. Duties and Hours of Work

7.1 You are employed as a «Post». This is a full time post and your hours of work are 35 per week, to be arranged with your Dean/Head.

7.2 The make up of your duties will be determined from time to time by your Dean in consultation with yourself. The main activity of research is that of research/consultancy. In addition it is reasonable to expect some research staff to take part in student teaching. Limits are set on the hours you may be asked to teach for:

Research Students	6 hours per week
Researchers	4 hours per week
Senior and Principal Researchers	6 hours per week

8. Holidays

8.1 The holiday year runs from 1 September to 31 August. In addition to statutory Bank Holidays, local discretionary holidays and days when the institution is closed in the

interests of efficiency, you are entitled to the following working days paid holiday during the course of the holiday year:

Research Student/Research A/B & Senior Principal Researchers 25 days

Unused holiday entitlement may not be carried forward into the next holiday year, except by agreement with your Dean or Head, and then only a maximum of five days, which must be taken within two months of the end of the holiday year.

8.2 The timing of your holidays is subject to the agreement of your Dean.

9. Remuneration

Your initial salary in this post is «Salary» p.a. in accordance with «Points Range» point «Point». It is payable on the 21st of the month for that month (or the next working day), by direct credit transfer. In determining your salary review the Board of Governors will refer to national recommendations arising from negotiations between UCU and the recognised unions.

10. Sickness

Subject to the provisions of the Sick Pay and Sick Leave Scheme, you are contractually entitled to time off with pay if you are absent from work due to illness or injury.

11. Staff Appraisal

In relation to the performance of your duties you will be required to participate in an appraisal scheme approved by the Board of Governors.

12. Exclusivity of Service

12.1 External work which is supportive of your professional responsibilities is encouraged by the University. Before you enter into an obligation to undertake any external work, including consultancy, you must inform the University.

12.2 The University will then decide (within 5 working days or whatever other period may be agreed as reasonable in all the circumstances) if that work will:

12.2.1 interfere with the performance of your professional responsibilities, or

12.2.2 compete or conflict with the interests of the University, in which case the University may at its sole discretion require you not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with yourself and, if made, will be accompanied by full written reasons for it.

12.2.3 Where it is intended to use the facilities of the University in connection with external work, then prior approval is required in accordance with procedures set out in the Staff Website.

13. Patents and Inventions

13.1 The provisions of sections 39, 40, 41, 42, and 43 of the Patents Act 1977 relating to the ownership of employees inventions and the compensation of employees for certain inventions are acknowledged by the University and by you.

- 13.2 You agree that by virtue of the nature of your duties and the responsibilities arising from them you have a special obligation to further the interest of the University.
- 13.3 Any matter or thing capable of being patented under the Patents Act 1977, made or developed or discovered by you alone or in concert, whilst in the performance of your normal duties, duties to which paragraph 13.2 applies, will forthwith be disclosed to the University and subject to the provision of the Patents Act will belong to and be the absolute property of the University.
- 13.4 You will (and notwithstanding the termination of your employment) sign and execute all such documents and do all such acts as the University may reasonably require:-
- 13.4.1 to apply for and obtain in the sole name of the University, unless it otherwise directs) patent registered design or other protection of any nature whatsoever in respect of the inventions in any country throughout the world and, when so obtained or vested, to renew and maintain the same;
 - 13.4.2 to resist any objection or opposition to obtaining, and any petitions or applications for revocation of any such patent, registered design or other protection;
 - 13.4.3 to bring any proceedings for infringement of any such patent, registered design or other protection;
 - 13.4.4 the University hereby undertakes to indemnify you in all respect of all costs, claims and damages, howsoever and wheresoever incurred in connection with the discharge by you of any and all such requests under 13.4.1, 13.4.2 and 13.4.3.
 - 13.5.1 The University acknowledges section 7 and 42 of the Patents Act. In respect of any invention which belongs to the University, by virtue of section 39 of the Patents Act, it will be for the University in the first instance to decide whether to apply for patent or other protection.
 - 13.5.2 In the event that the University decides not to apply for patent or other legal protection you have the right to be notified of that decision so soon as is reasonably practicable thereafter.
 - 13.5.3 If, following such a decision by the University, you wish to apply for Patent either yourself or with another you must first inform the University of your intention to do so. Within a reasonable period of time following such notification the University must tell you whether it would object to your proposed application. The sole ground for such objection is that the patenting of the invention will involve or result in the disclosure to third parties of trade secrets or other confidential information belonging to the University and that such disclosure may damage the interests of the University.
 - 13.5.4 Where the University objects under 13.5.3 you hereby undertake in consideration of the payment of compensation to be determined under 13.5.5 below, not to proceed to apply for patent of the invention concerned nor to assist any other person to do so.
 - 13.5.5 The calculation of compensation referred to above will have regard to those factors set out in section 41 of the Patents Act. In the event that the University

cannot agree the amount of compensation, it will be competent for either you or the University to apply to the President of the Law Society to appoint an arbitrator under the terms of the Arbitration Act, whose decision will be binding.

14. Confidential Information

- 14.1 You will not, except as authorised by the University or required by your duties hereunder, use for your own benefit or gain, or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to the University or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction will cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure. This clause does not preclude the legal rights of UCU.
- 14.2 All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment will be the property of the University and must be returned to it on the termination of your employment.
- 14.3 Confidential information must be determined in relation to individual employees according to status, responsibilities and the nature of the duties. However it will include all information which has been specifically designated as confidential by the University and any information which relates to the commercial and financial activities of the University, the unauthorised disclosure of which would embarrass, harm or prejudice the University. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means. UCU will be consulted in advance about the proposed categories of information which are to be designated as confidential.
- 14.4 Notwithstanding the above, the University affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at the University.

15. Copyright

- 15.1 Subject to the following provisions, the University and you acknowledge sections 11 and 15 of the Copyright, Designs and Patents Act 1988.
- 15.2 All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made or acquired by you in the course of your employment will be the property of the University. The copyright in all such original records, documents and papers will at all times belong to the University.
- 15.3 The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work produced in furtherance of your professional career will belong to you. 'Scholarly work' includes items such as books, contributions to books, articles and conference papers and will be construed in the light of the common understanding of the phrase in higher education.
- 15.4 The copyright in any material produced by you for your personal use and reference, including as an aid to teaching will belong to you.

15.5 However, the copyright in course materials produced by you in the course of your employment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University will belong to the University, as well as the outcomes from research specifically funded and supported by the University.

15.6 The above sub-clauses 15.3-15.5 will apply except where agreement to the contrary is reached by you and the University. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between you and your Dean. By way of example, this sub-clause would apply where any question of assignment of copyright or of joint copyright may arise; other examples and guidance may be contained from time to time in the Staff Website.

16. Pension

16.1 You are entitled to participate in the Teachers' Pension Scheme subject to its terms and conditions from time to time in force. The scheme is contracted out of the State Earnings Related Pension Scheme. Should you choose not to join the Teachers' Pension Scheme you must join the State pension scheme or take out a personal pension.

16.2 You will normally be required to retire at the end of the term during which you reach the age of 65. By mutual agreement your service may be extended.

17. New Entrants to Research

17.1 The first 12 months of your employment will be used to determine your suitability for the position to which you have been appointed. The University reserves the right to extend this period if, in its opinion, circumstances so require.

17.2 During this period your employment may be terminated by the University on giving one month's written notice. In the case of fixed term contracts, no damages will be payable due to early termination as a result of unsatisfactory performance.

18. Discipline

Details of the Disciplinary Procedure are included in the Staff Website and will be subject to variation from time to time by agreement between the University and UCU.

19. Grievance

If you have a grievance relating to your employment you are entitled to make use of the Grievance Procedure which is explained in the Staff Website. The procedure will be subject to variation from time to time by agreement between the University and UCU.

20. Termination of Employment

Your appointment will be terminable, except in the case of the introductory period or dismissal for gross misconduct by you giving the University two months' notice in writing; or by the University giving you three months' notice in writing, except where a termination date is specified in clauses 3 and 4, subject to paragraph 17 taking precedence.

21. Variation

Agreements reached as a result of national or local negotiations between the employers and the recognised unions will, after adoption by the Board of Governors, be automatically incorporated into your contract.

This contract may be varied with the agreement of the University and UCU.

I accept the appointment on the terms offered

Signed Date
«Title» «Christian» «Surname

