

Ref

Date

**PRIVATE & CONFIDENTIAL**

NAME

ADDRESS

TOWN

POSTCODE

Dear NAME

Following your recent interview, I am pleased to offer you the position of TITLE within DEPARTMENT at the University of Bedfordshire with effect from a mutually agreed date.

Your starting salary will be at Grade \*\*, point \*\* of the National Pay Spine, currently remunerable at **SALARY** per annum. In accordance with University Policy you will be eligible for an increment in August 2008 and thereafter annually each August until you reach the top of the scale. Your next increment will be in **August XXXX**. 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.

During your employment with the University of Bedfordshire your Senior Manager, NAME must approve any additional work you undertake outside of the university.

All appointments are against the current Conditions of Service, a copy of which is enclosed for your information.

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

Enclosed are details of the Teachers' Pension Scheme. Under its regulations, entry is automatic unless employees state they do not wish to join. New employees who have been active members in the Universities Superannuation scheme (USS) in the 30 days prior to commencement at the University of Bedfordshire must continue their membership with the USS.

***(Take out this paragraph if new staff member is not joining the Post-Graduate Medical School)*** - New employees of the Post-Graduate Medical School, who were contributing to the National Health Service (NHS) Pension Scheme at some time within the 12 months prior to taking up their employment in the medical school, will be able to remain in the NHS Pension Scheme. Their employment with the medical school must not be as a result of reorganisation within the NHS.

**Also enclosed is a medical questionnaire, which you should complete and return with your acceptance.**

Please confirm your starting arrangements with NAME, TITLE on 01582 NUMBER or EMAIL ADDRESS

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. Your mentor will be MENTOR.

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.

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

The deadline for receiving new starter paperwork is the 12<sup>th</sup> 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 will be backdated accordingly.

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 **NAME, Human Resources Advisor** within the Human Resources Department.

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, contract of employment/Statement of Main Terms, Conditions of Employment. If you fail to do this your failure may lead to your employment not being continued.

May I congratulate you on your appointment to the University. We all look forward very much to you joining us in the near future.

Yours sincerely

Professor Les Ebdon  
**Vice Chancellor and Chief Executive**

I accept the appointment on the terms offered

Signed ..... Date.....  
**Name**

**UNIVERSITIES AND COLLEGES NATIONAL NEGOTIATING COMMITTEE**

**LECTURERS' COMMON INTEREST GROUP**

**UNIVERSITY OF BEDFORDSHIRE  
CONTRACT OF EMPLOYMENT FOR LECTURERS**

**1. The Employer**

The University of Bedfordshire

**2. The Employee**

<<name>>

**3. Date of Commencement of University Employment**

i <<Date from – Date to>>

**4. Continuous Employment**

Your date of commencement of continuous service is <<date>>. Continuous service with other HEFC institutions, UK Universities or Further Education establishments will be counted in calculating sickness and maternity entitlements. In the case of redundancy, payment will be calculated in accordance with the Redundancy Payment (Local Government) (Modification) Order 1983 as amended.

**5. Place and Type of Work (Mobility Clause)**

Your initial place of work will be XXXX. 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. Remuneration**

Your initial salary in this post is £salary per annum. It is payable on the 21st of the month for that month (or on the next working day), by direct transfer. In determining your salary review the Board of Governors will refer to national recommendations arising from negotiations between our national negotiating body and the recognised unions.

Full details of salary scales and their operation are set out in the Staff Website or such other handbooks as the university may issue from time to time.

**7. Duties and Hours of Work**

i You are employed as a <<post>>.

This is a full/part time post and its nature is such that you are expected to work such hours as are reasonably necessary in order to fulfil your duties and responsibilities. These duties include teaching and tutorial guidance, research and other forms of scholarly activity, examining, curriculum development, administration and related activities.

You are expected to work flexibly and efficiently, and to maintain the highest professional standards in discharging your responsibilities, and in promoting and implementing the corporate policies of the University.

- ii The make-up of your duties will be determined from time to time by your Dean in consultation with yourself, and will be reviewed regularly through the Career Review system. Guidelines for the determination of the duties of lecturing staff are set out in the Staff Handbook. In particular, when deciding upon your specific duties, your Dean will have regard to the matters set out under Heading 1.4 of those guidelines ('Factors to be taken into account'). Any dispute over duties or hours may, if not resolved in the first instance between you and your Dean, be referred to the Grievance Procedure.

## **8. Working Year**

Your teaching year will not normally exceed 37 weeks, of which 2 weeks will be spent on teaching-related administration. While some flexibility may be required in organising the teaching year, you will not (except with prior agreement) be required to undertake more than 14 consecutive weeks of teaching at any one time, and any significant variations to the normal pattern of the teaching year in the University will only be made after consultation with the staff and UCU.

## **9. Holidays**

- i The holiday year runs from 1 September to 31 August. In addition to statutory Bank Holidays, local discretionary holidays and days when the University is closed in the interests of efficiency, you are entitled to 35 working days pro rata paid holiday during the course of the holiday year. **Your entitlement from 1 September to 31 August will be XXX hours annual leave.**

Normally holidays should be taken within the holiday year. However, if you have prior written agreement from your Dean, you may carry forward up to 7 working days to be taken in the next holiday year; or you can anticipate up to 7 days holiday to be taken between 1 June and 31 August of the previous holiday year. This scheme cannot be extended.

- ii In the holiday year in which your employment commences or terminates, your holiday entitlement will accrue on a pro-rata basis for each complete month of service. On the termination of your employment, holiday pay will be worked out on a similar basis.
- iii The timing of your holidays is subject to the agreement of your Dean. Subject to the organisational requirements of the University, you may request that up to 6 weeks of your normal holiday entitlement be taken in one continuous period and such a request will not be unreasonably refused.
- iv Wherever possible, detailed holiday schedules for individual lecturers will be made as soon as reasonably practicable after the beginning of each academic year. In determining holiday schemes, special regard will be given to lecturers with family responsibilities and those who wish to attend conferences or courses that are held in normal holiday periods.

## **10. Research and Scholarly Activity**

- i As part of your duties you will normally be expected to engage in research and scholarly activity. The nature and extent of this will vary with the nature of the subjects you teach and the full range and balance of your duties and other commitments. In this context, 'scholarly activities' includes the production of books, contributions to books, articles and conference

papers and is to be construed in the light of the common understanding of the phrase in higher education.

- ii While it is in the nature of research and scholarly activity that it may take place throughout the year and be integrated into the overall pattern of your activities, it is envisaged that normally the periods of the year outside normal teaching weeks (clause- "Working Year") and your holiday entitlement (clause - "Holidays") will primarily be devoted to research and scholarly activity.
- iii Your research and scholarly activity will be principally self-managed. In addition, these activities (and their relationship with your other duties) will be considered as a part of the staff Career Review and development system, under which objectives for the coming year can be set and the achievements over the past year can be assessed. The University undertakes to give you such support as is reasonable in the circumstances in order to help you realise the objectives so set.

#### **11. 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. Full details of your entitlements are included in the Staff Website.

#### **12. Maternity Leave**

Your contractual entitlement to maternity leave is in accordance with the procedures contained in the Staff Website.

#### **13. Career Review**

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

#### **14. Exclusivity of Service**

- i. You must not engage in any operation or task which is directly competitive with the work of the University, or which could weaken or undermine the University's commercial viability, or which would cause you not to discharge your duties effectively.
- ii. You are required to notify your Dean of Faculty/Head of Centre of any operation or task which might fall into the above categories. The Dean/Head has the authority to require you to cease or curtail such work if it is found to be in contravention of (i)
- iii. In the event of an individual disagreeing with the decision, the Dean/Head will discuss this with UCU. If there continues to be disagreement, normal University procedures will commence.

## 15. Patents and Inventions

- i 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.
- ii 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.
- iii Any matter or thing capable of being patented under the Patents Act 1977, made or developed or discovered by you either alone or in concert, whilst in the performance of your normal duties, duties specifically assigned to you or arising out of anything done by you to which paragraph ii 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.
- iv 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:-
  - iv.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;
  - iv.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;
  - iv.3 to bring any proceedings for infringement of any such patent, registered design or other protection;
  - iv.4 the University hereby undertakes to indemnify you in all respect of costs, claims and damages, howsoever and wheresoever incurred, in connection with the discharge by you of any and all such requests under iv.1, iv.2 and iv.3.
- v.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.
- v.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.
- v.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.
- v.4 Where the University objects under v.3 you hereby undertake in consideration of the payment of compensation to be determined under v.5 below, not to proceed to apply for patent of the invention concerned nor to assist any other person to do so.

- v.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.

## **16. Confidential Information**

- i 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.
- ii 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.
- iii 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.
- iv 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.

## **17. Copyright**

- i Subject to the following provisions, the University and you acknowledge sections 11 and 15 of the Copyright, Designs and Patents Act 1988.
- ii 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.
- iii 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.
- iv The copyright in any material produced by you for your personal use and reference, including as an aid to teaching will belong to you.

- v 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.
- vi The above sub-clauses (iii)-(v) 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.

## **18. Pension**

- i You are entitled to participate in the Teachers' Superannuation 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 Superannuation Scheme you must join the State pension scheme or take out a personal pension. New employees who have been active members in the Universities Superannuation scheme (USS) in the 30 days prior to commencement at the University of Bedfordshire must continue their membership with the USS.
- ii 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.

## **19. Introductory Period**

For new entrants to teaching and for lecturers taking on significantly different job responsibilities.

- i The first 12 months of your employment will be an introductory period, during which your suitability for the position to which you have been appointed will be assessed. The University reserves the right to extend your introductory period if, in its opinion, circumstances so require.
- ii During the introductory period your employment may be terminated by the University on giving one month's written notice.

## **20. Discipline**

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

## **21. Grievance**

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

**22. Termination of Employment**

Your appointment will be terminable, except in the case of probation 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.

**23. 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 acknowledge receipt of my Statement of Particulars.

Signature ..... Date .....  
**Name**

### **Staff ID Cards**

All members of staff who are on permanent or fixed term contracts must have a valid ID card with them at all times. This card will have a photograph of the member of staff. As well as being identification that you are a member of staff, this card can be used to gain access to Learning Resources facilities if applicable (access will be arranged by your line manager).

ID cards are produced in the Student Centre, Vicarage Street (for Luton campuses) and the Student Services Centre, building H, Polhill (for the Bedford campuses). ID cards can only be produced once your details are on the system. This will usually happen during the week you start employment with the University of Bedfordshire (if you have provided all required information to the HR department on your first day), however, this could take up to two weeks. Therefore at the bottom of this page you will find a staff ID slip valid for the first two weeks of your employment.

If you require access to Learning Resources facilities you will be issued a day pass on production of the ID slip below.

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#### **Staff ID**

This slip is to be used as staff ID until you have obtained your permanent card. This ID will be valid for two weeks from your start date of employment. You may use it to obtain a day pass for the Learning Resources Centres. It is only valid as ID if signed by an authorised person. It must be produced as identification if asked for by a member of the Security team.

Name: <<name>>

Start of employment: <<date>>

Authorised by:

Valid until: <<date>>