**UNIVERSITY OF CHESTER**

**POSTGRADUATE RESEARCH STUDENTSHIP (MRes) – CONDITIONS OF APPOINTMENT AGREED BETWEEN THE UNIVERSITY OF CHESTER AND THE STUDENT NAMED BELOW**

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| **Student:** |  | **Student Id:** |  |
| **Programme of Study:** | Master by Research (MRes) | | |
| **Programme Leader:** |  | | |
| **Sponsor:** |  | | |
| **Start Date:** |  | | |
| **Anticipated End Date:** |  | | |

**DEFINITIONS**

1. “Affiliate” means any organisation which directly or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with the University or a Sponsor.
2. “Arising Intellectual Property” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Programme of Study and the Intellectual Property Rights therein.
3. “Background Intellectual Property” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in, or disclosed in connection with the performance of, the Programme of Study and the Intellectual Property Rights therein.
4. “Intellectual Property Right” means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
5. “The Project” means a programme of research which is undertaken by the Student in fulfilment of the dissertation module of their Programme of Study (the “Dissertation”) and is described in a project proposal.

**THE STUDENT**

1. The Student is a postgraduate student (not an employee) of the University. The Student to whom the Studentship shall be awarded is chosen following a fair and open competition which accords with the University’s Human Resources policies and procedures on recruitment and selection. The criteria for award shall be determined by the University and, inter alia, shall require that the Student demonstrates that s/he meets the criteria for admission to the Programme of Study.
2. The Student agrees to undertake full-time commitment to studies associated with the Programme of Study (including, inter alia, attendance at lectures/seminars, reading and assessed work).
3. The Student agrees to enrol as a postgraduate student of the University and register for all modules of the Programme of Study.
4. The Student shall familiarise himself or herself and comply with the Principles and Regulations and policies and procedures of the University of Chester. Copies of the relevant documents are available from the University intranet.
5. The Student will receive an annual tax-free Stipend, which will be paid in monthly instalments. For the term of the Studentship, the annual Stipend shall be a fixed £15,000 (pro rata for part time students). Additional (taxable) income, such as that deriving from teaching commitments, does not normally prejudice the tax-free status of the Stipend.
6. Payment of tuition fees by the Student up to the UK/EU rate is normally waived. Such fees are normally paid by the Sponsor. All tuition fees due in excess of the UK/EU rate, any additional fees due from the Student (including, but not restricted to, reassessment fees) and the costs of typing and binding their dissertation shall normally be paid by the Student.
7. The Student is eligible for membership of the Students’ Union of the University.
8. The duration of the Studentship appointment is normally one year from the Start Date taking into account any periods of suspension of studies, but this is dependent upon progress made, which will be reviewed regularly. The University reserves the right at any time to withdraw the Studentship in the event of research misconduct or other misconduct on the part of the Student, and at any time after the first assessment period if it does not reasonably consider that satisfactory academic progress is being made. If satisfactory academic progress is demonstrated within a ninety-day notice period, then the withdrawal of the Studentship shall not take effect.
9. During any periods of suspension of studies or suspension or exclusion of the Student for other reasons, for the term of the suspension the Student shall not be permitted to conduct any activities forming a part of the Programme of Study and will not be entitled to receive any payments or other privileges provided by the Studentship.
10. If, prior to the end of the term of the Studentship, the Student withdraws from the Programme of Study or their registration is terminated by the University on account of research misconduct or other misconduct on the part of the Student, the Studentship will be withdrawn with effect from the date of the Student’s withdrawal from the Programme of Study or the termination of their registration.
11. In the event that the Student withdraws from their Programme of Study on unreasonable grounds, the University reserves the right to take all necessary steps to recover from the Student an appropriate proportion of the tuition fees paid on their behalf by the Studentship.
12. The Studentship, and all associated payments, will normally cease upon the date of submission of any dissertation prepared by the Student in fulfilment of the requirements of their Programme of Study if this is earlier than the scheduled expiry date of the Studentship.
13. In the event that the Sponsor does not make any of the payment due to the University for any reason, the University shall be entitled to withdraw the Studentship and to terminate this Agreement.

**THE PROJECT**

1. The Student will conduct the Project under the main supervision of the Principal Supervisor. The project, supervision team and the general arrangements for the research to be undertaken are approved from time to time by Marketing, Recruitment and Admissions (MRA) or Registry Services.
2. The Student will maintain regular and frequent contact with their supervisors. The Student will attend such meetings as may be necessary for the purposes of the Project. The University, through the Principal Supervisor and the Student are required to inform the Sponsor of the progress of the Project at meetings normally held at intervals of not more than six months. At the reasonable request of the Sponsor, the University, through the Principal Supervisor and the Student, are required to supplement the meetings with written reports, and the Student is required to provide the Sponsor with a bound copy of their thesis. The Student will attend such meetings as may be necessary for the purposes of the Project.
3. The University and the Student shall be under no obligation to ensure that the Project will achieve any particular purpose, aim or target of or required by the Sponsor.

**INTELLECTUAL PROPERTY, PUBLICATION, DISSERTATION**

1. All ideas, materials or work produced by the Student during the Programme of Study and all Arising Intellectual Property therein are the absolute property of the University (and/or the Sponsor in the case of intellectual property generated or developed jointly with the Sponsor).
2. In accordance with normal academic practice the Student is permitted, following the procedures laid down in Clause xxiv, to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, and to give instructions within the University on questions related to such work.
3. All proposed publications arising from the Project (including, but not limited to, scientific/academic publications, patent applications and non-confidential presentations), must be submitted in writing to the Sponsor for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The Sponsor may require the deletion from the publication of any Background Intellectual Property of the Sponsor, or an amendment to the publication through which commercially sensitive Background Intellectual Property is disguised to the satisfaction of the Sponsor. The Sponsor may also request the delay of the publication if in the Sponsor’s opinion the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property owned by the Sponsor. Any delay imposed on publication shall not last longer than is reasonably necessary for the Sponsor to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the University within thirty (30) days after receipt of the proposed publication by the Sponsor, failing which the University is free to assume that the Sponsor has no objection to the proposed publication.
4. Any publication in a scientific/academic journal must give due acknowledgement to the financial and/or intellectual contribution of the University and Sponsor in accordance with standard academic practice.
5. The Student shall follow the University’s regulations for the submission of the Dissertation or Dissertations for examination. In any event, the Student shall submit a draft Dissertation to the Academic Supervisor at least thirty (30) days prior to the date for submission for examination.
6. The Student may not, without the Sponsor’s express written consent, include in any Dissertation any Background Intellectual Property or Arising Intellectual Property belonging solely to the Sponsor.

**CONFIDENTIALITY**

1. The Student is required to undertake to use reasonable endeavours to keep confidential and not to disclose to any third party or to use themselves other than for the purposes of the Programme of Study or as permitted under clauses xxviii–xxx of these conditions any confidential or secret information in any form directly or indirectly belonging or relating to the University, the Sponsor, or their Affiliates, business or affairs disclosed to or received by the Student in the course of the Programme of Study, including without limitation any Background Intellectual Property or Arising Intellectual Property of the University or Sponsor or any jointly owned Arising Intellectual Property (“Confidential Information”).
2. The Student will use reasonable endeavours not to disclose Confidential Information of the University or Sponsor except to those officers, employees, students, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes of the Programme of Study and to ensure that all such personnel are bound by terms of confidentiality equivalent to those contained herein.
3. The obligations relating to Confidential Information contained in these conditions shall survive the expiry or termination of the Studentship for any reason, but shall not apply in relation to Confidential Information excluded by the contract between the University and the Sponsor.

**QUERIES**

1. Any queries relating to the University’s Principles and Regulations or to the conditions attaching to the Studentship should be made to the Academic Supervisor.

**I acknowledge that I have read and understood the above conditions and agree to be bound by and comply with them.**

Signature

Date: Name: