

SCHEDULE 4
Student Conditions of Appointment

Contract Details:

(a)	Student's Full Name:	TBC					
(b)	Student ID:	TBC					
(c)	Student's email address (for receipt of notices):	TBC					
(d)	Academic Supervisor:	Associate Professor Namrata Bhattacharya Mis – Geography and Environment, School of Humanities and Social Sciences Dr Andrew Miles – Geography and Environment, School of Humanities and Social Sciences Dr Philip Marren – Geography and Environment, School of Humanities and Social Sciences					
(e)	Student Programme of Research:	PhD	☒	MPhil	☐	MRes	☐
(f)	Sponsor:	University of Chester, ANDEL Ltd & Herefordshire Council					
(g)	Sponsor's Representative:	Namrata Bhattacharya-Mis (University of Chester) Steve Hodges (Herefordshire Council) Tony Ward (Andel Ltd)					
(h)	Project Title:	Co-Designing Natural Flood Management: Understanding and aligning Community Priorities and Technological Pathways in UK Catchments					
(i)	Project Start Date:	2.2.26					
(j)	Project End Date:	31.1.29					
(k)	University's Internal Reference Number:	HCE25/09					

BACKGROUND

- (A) The University of Chester (**University**) and the Sponsor are party to a Postgraduate Research Studentship Agreement (**Head Terms**) which records their collaboration on a Postgraduate Studentship.
- (B) The Head Terms govern the funding and conduct of the Studentship with its main aim being to enable the Student to carry out a research project for the Sponsor and submit a related thesis for examination in accordance with the University's regulations governing postgraduate or doctoral study in fulfilment of the requirements of a higher degree of the University.
- (C) The University and the Sponsor acknowledge within the Head Terms that the research is intended to lead to academic publications relating to the results of the Project in furtherance of the Student's career.
- (D) The Student has been awarded the Studentship following a fair and open competition which accords to the University's Human Resources policies and procedures on recruitment and selection and the University and the Student enter into this Agreement in order to record the terms of the Studentship.

The criteria for award shall be determined by the University inter alia, shall require that the Student demonstrate that they meet the criteria for admission to the Student's Programme of Research.

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

Academic Supervisor, Head Terms, Project Start Date, Project End Date, Sponsor, Sponsor's Representative and University shall have the meanings ascribed to them above.

Agreement Commencement Date: shall be the same as the Project Start Date.

Background IPRs: means all Intellectual Property used in connection with the Project which has been generated prior to or outside the Project;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Confidential Information: means the Background IPRs, Results and Materials of the University or the Sponsor.

Project: means the programme of research with the Project Title and Project Description given above which has been approved by the University's Marketing, Recruitment and Admissions (**MRA**) or Registry Services as suitable for postgraduate or doctoral study (as applicable).

Project Period: means the period commencing on the Project Start Date and ending on the Project End Date, unless extended by agreement of the University and the Sponsor.

Intellectual Property: means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein (**IPRs**), including but not limited to patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trading names and service marks, and applications for any of the above;

Materials: means any materials provided by the University or the Sponsor for use in the Project;

Results: means all information, know-how, results, inventions, software and other Intellectual Property arising or developed in the course of the Project;

Sponsor Contribution: means the Sponsor's financial contribution to the Studentship as specified in the Head Terms to be paid by the Sponsor to the University in support of the Studentship in accordance with the Head Terms.

Student: means the student specified in the Contract Details above.

Studentship: means the funding provided to or in support of the Student during the Project Period.

Supervision: means the overseeing by the Academic Supervisor of the Project undertaken by the Student in accordance with the academic principles and regulations of the University and the provision of advice and guidance based upon the know-how of the Academic Supervisor but not including the undertaking of research activity by the Academic Supervisor and "supervise" shall be construed accordingly.

2. THE STUDENT

2.1 The Student acknowledges and agrees that:

- (a) the Student is a postgraduate research student and not an employee of the University and that nothing in this Agreement shall be construed as creating a relationship of employer and employee between the University and the Student;
- (b) the Student shall remain bound by all relevant University regulations throughout the Project Period including during any periods of attendance at the Sponsor's premises where such

- attendance has been scheduled as part of the Project. These terms shall apply in conjunction with the University's regulations as may be in force from time to time;
- (c) the award of the Studentship is made on condition that the Student registers for a higher degree of the University and cooperates with the University and the Sponsor in all matters relating to the Studentship.
 - (d) the Head Terms specify that the Student will not be an employee of the Sponsor during the Project Period and the Sponsor is not permitted to require the Student to sign any contract or employment or other such legally binding agreement. The Sponsor may however require the Student to sign a separate confidentiality agreement which does not conflict with the Head Terms;
 - (e) the University's sole responsibility to the Sponsor under the Head Terms is to supervise the Student's undertaking of the Project. Accordingly, the University is under no obligation to ensure that the Project or its outcomes will achieve any particular purpose, aim or target of or required by the Sponsor or the Student;
 - (f) the Sponsor is not permitted to enter into any financial arrangements with the Student additional to those contained in the Head Terms without the prior written consent of the University and the Student will immediately notify the University should the Sponsor seek to enter into such financial arrangements with the Student.
- 2.2 The Student has a commitment to investigations associated with the Project, to reading, to assessed work (where appropriate), to tuition via a programme of related studies and to general research training. The Student is expected to, as far as possible, adhere to the following: Full-time students: conduct work relating to their studies for a minimum of 35 hours per week over 46 weeks of the year. Part-time students: conduct work relating to their studies for a minimum of 16 hours per week over 46 weeks of the year.
- 2.3 The Student shall familiarise themselves and comply with the University's Regulations for the award of postgraduate or doctoral degrees (as applicable) of the University and with all University regulations concerning research and the supervision of research students. Copies of the relevant documents are made available at induction sessions which take place three times each Academic Year and are available on Portal.
- 2.4 The Student is permitted to undertake an appropriate amount of teaching and other Departmental duties as considered suitable by the Head of Department within which they work and by their supervisors. For such work, they will be paid as postgraduate demonstrators or part-time lecturers depending on the nature of the duties and, for a full-time student, such activities should not normally occupy more than six contact hours in total per week.
- 2.5 The Student is eligible for membership of the Student's Union of the University.
- 2.6 The duration of the Studentship appointment is normally 36 months (for full time study) from the Project Start Date, but this is dependent upon progress made, which will be reviewed regularly.
- 2.7 The University reserves the right at any time to terminate the Student's appointment in the event of research misconduct or other misconduct on the part of the Student, and at any time after the first six (6) months of the Studentship if the University 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 termination shall not take effect.
- 2.8 During any periods of suspension of studies or suspension or exclusion of the Student for other reasons, the Student shall not be entitled to receive any Studentship payments for the term of the suspension.
- 2.9 In the event that prior to the scheduled expiry date of the Studentship the Student withdraws from their Programme of Research or their registration is terminated by the University on account of research misconduct or other misconduct on the part of the Student or for lack of satisfactory academic progress, the Studentship and all associated payments will terminate with effect from the date of withdrawal or termination of registration.
- 2.10 In the event that the Student withdraws from their Programme of Research on unreasonable grounds (to include but not limited to - as a result of research misconduct or other misconduct on the part of the

Student or for lack of satisfactory academic progress) the University reserves the right to take all necessary steps to recover from the Student an appropriate proportion of the Studentship payments made to the Student prior to termination.

3. STUDENTSHIP FUNDING AND PAYMENTS

- 3.1 The Student will receive an annual tax-free stipend, which will be paid in arrears in monthly instalments on or before the 24th of the month. For the academic year 25/26, the stipend will be **£20,780**, as determined by the UKRI National Minimum Doctoral Stipend and will be subject to an inflationary increase in October each year up to a maximum of a 5% increase per annum. Additional (taxable) income, such as that deriving from teaching commitments, does not normally prejudice the tax-free status of the stipend.
- 3.2 Payment of tuition fees up to the UK rate is co funded by the University, Andel Ltd and Herefordshire Council. All fees due above the UK rate will normally be paid by the Student.
- 3.3 No funding will be available beyond the Project End Date. All fees due thereafter will normally be paid by the Student.
- 3.4 The Studentship, and all associated payments, will normally cease upon the date of submission of the thesis if this is earlier than the scheduled expiry date of the Studentship.
- 3.5 In the event that the Sponsor does not make any of the Sponsor Contributions for any reason, the University shall be entitled to withdraw the Studentship and to terminate this agreement.

4. PROJECT

- 4.1 The tasks to be undertaken by the Student for the Project are those allocated to the Student in the Project proposal. The Student agrees to perform such tasks with reasonable skill and care.
- 4.2 No modifications, deletions, expansions or extensions to the Project are permitted unless agreed in writing by the University and the Sponsor as permitted by the Head Terms.
- 4.3 The University will use reasonable endeavours to provide adequate facilities, to obtain requisite materials, equipment and personnel to support the Student to carry out the Project diligently and in accordance with the terms of this Agreement. However, the University provides no warranty and does not undertake that the work carried out by the Student will lead to any particular result, nor is the success of such work guaranteed.
- 4.4 The Student will conduct the Project under the main supervision of the Academic Supervisor. The project, supervision team and the general arrangements for the research to be undertaken are approved from time to time by MRA or Registry Services.
- 4.5 The Student will maintain regular and frequent contact with their supervisors and in particular, will promptly submit monitoring reports at least monthly and on an annual basis, no later than given deadlines. The University, through the Academic 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. The Student will attend such meetings as may be necessary for the purposes of the Project and will, at the reasonable request of the Sponsor, supplement such meetings (through the Academic Supervisor) with written reports.
- 4.6 The Project will be conducted mainly on the University's premises; however, where the Student's attendance at one or more of the Sponsor's premises has been scheduled as part of the Project, the Student will observe all works rules and other regulations communicated to them by the Sponsor (including those relating to health and safety) and which the Sponsor may reasonably prescribe during those periods.
- 4.7 The Student will, through the Academic Supervisor provide the Sponsor with a bound copy of the thesis prepared by the Student on the Project.

5. IPRs, PUBLICATION, THESIS

- 5.1 All Results created or produced by the Student together with all IPRs therein are the absolute property of the University and ownership and use of the Results are to be managed in accordance with the Head Terms.
- 5.2 The Student:
- (a) **HEREBY ASSIGNS** to the University, with full title guarantee, insofar as legally possible, their whole right, title and interest in and to any Results created by them for the full duration of such rights, wherever in the world enforceable and agrees to execute all documents and assignments and do all such things as may be necessary to perfect the University's title to the IPRs in the Results or to register the University as the owner of all registrable rights in such IPRs;
 - (b) shall at the request of the University execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the University to enable the University (or the nominee of the University) to enjoy the full benefit of the property and rights in the Results created by them, apply for a patent or other protection of such Results and ensure that such ownership of such Results shall vest wholly and exclusively in the University;
 - (c) hereby irrevocably appoints the University as their Attorney to execute and do any instrument or thing in the Student's name and on their behalf as may be reasonably required by the University to enable the University to enjoy the full benefit of the rights assigned by these conditions of appointment;
 - (d) undertakes to hold upon trust for the University absolutely the entire interest of the Student in and to all those IPRs in the Results which cannot be assigned hereunder together with the entire benefit of such rights.
- 5.3 The Student waives their moral rights in the Results to the full extent permissible by applicable laws.
- 5.4 In accordance with normal academic practice the Student is permitted, following the procedures laid down in clause 5.5 below, to publish Results or to discuss Results in internal seminars, and to give instructions within the University on questions related to such work.
- 5.5 Subject to clause 5.10, all proposed publications which propose to include the Results (including, but not limited to, scientific/academic publications, student projects and non-confidential presentations) of the University or the Sponsor, must be submitted in writing to the Sponsor and/or the University (as applicable) for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing party may require the deletion from the publication of any Results of the reviewing party, or an amendment to the publication through which the Results are disguised to the satisfaction of the reviewing party. The reviewing party may also request the delay of the publication if in its opinion the delay is necessary in order to seek patent or similar protection for the Results owned by the reviewing party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing party to obtain the required protection; and shall not exceed three (3) months from the date of receipt of the proposed publication by the reviewing party, unless otherwise agreed by the reviewing party and the publishing party (such consent not to be unreasonably withheld). Notification of the requirement for delay in publication must be received by the publishing party within twenty-eight (28) days after the proposed publication is issued to the reviewing party for review pursuant to this clause 5.5 (**Confidentiality Notice**), failing which the publishing party shall be free to assume that the reviewing party has no objection to the proposed publication.
- 5.6 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.
- 5.7 The Student is required to follow the University's regulations for the submission of the thesis or theses for examination. In any event, the Student must submit a draft thesis to the Academic Supervisor at least thirty (30) days prior to the date for submission for examination.
- 5.8 The Student may not, without the express written consent of the University and/or the Sponsor, include in any thesis any IPRs of the University or the Sponsor, which do not relate to the Project.

- 5.9 The Student is not permitted to make use of the University or Sponsor's name(s), identifiers or logo(s) or the name of any of its employees or students in any press release or product advertising, or for any other purpose, without first obtaining the consent of the relevant party.
- 5.10 Clauses 5.5, 6.1, 6.2 and 6.3 shall not apply to the submission of the Student's thesis. Nothing in this Agreement shall prevent or hinder the Student from submitting for degrees of the University a thesis based on the Results or from following the University's procedures for examination and for admission to postgraduate degree status (such procedures to include provisions to place the thesis on restricted access within the University's library).

6. USE OF MATERIALS AND CONFIDENTIALITY

Materials

- 6.1 If necessary for the purposes of undertaking the Project, the Sponsor provides the Student with any proprietary Materials, the Student acknowledges and agrees:
- (a) that they are only permitted to use the Materials under the supervision of the Academic Supervisor and only for the sole purpose of the Project and for no other purpose;
 - (b) that they will only use the Materials for the purposes for which they were designed;
 - (c) that the definition of Confidential Information includes the Materials and as such clauses 6.2 to 6.3 below also extend to the Materials;
 - (d) that they are not permitted to reverse engineer or otherwise analyse the Materials except in accordance with the provisions of this Agreement and to the extent applicable by law; and
 - (e) that on expiry or termination of this Agreement (for whatever reason), the Student shall immediately discontinue their use of the Materials.

Confidentiality

- 6.2 Subject to clause 5.10, the Student agrees not to disclose to any third party nor use for any purpose, except as expressly permitted by this Agreement, any of the University or Sponsor's Confidential Information. The obligations relating to Confidential Information contained in this Agreement shall survive the expiry or termination of this Agreement for any reason but shall not apply in relation to Confidential Information excluded by clause 9.2 of the Head Terms.
- 6.3 The Student will not be in breach of clause 6.2:
- (a) where the Student has complied with clause 5.5 and has received no Confidentiality Notice within the period stated in that clause;
 - (b) by making Confidential Information available to any student or employee of the University (including the Academic Supervisor) who strictly need to know the same in order to exercise the rights granted by the Head Terms and by this Agreement provided those persons are bound by terms of confidentiality equivalent to those contained herein.

7. LIMITATION OF LIABILITY

- 7.1 The Student undertakes not to knowingly introduce third party materials (including third-party IPRs) into the Project where there is no third-party authority to do so.
- 7.2 Subject to clause 7.1, neither the University nor the Student make any representation or provide any warranty that advice or information given by the Student, the Academic Supervisor or any other of the University's employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 7.3 The University and the Student accept no responsibility for any use which may be made of any work carried out during the Project, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 7.4 Pursuant to the Head Terms, the Sponsor has undertaken to make no claim in connection with the Studentship against the Student, the Academic Supervisor or any other employee, student, agent or

appointee of the University **apart from claims based on fraud, the Student's wilful misconduct or a breach by the Student of clauses 6.1, 6.2, 6.3, 5 or 7.1.** For the avoidance of any doubt, clauses 5.5, 6.1, 6.2 and 6.3 shall not apply to the submission of the Student's thesis as provided in clause 5.10.

8. QUERIES

Any queries relating to the University's regulations or to the conditions attaching to the Studentship or its payment should be made to the Academic Supervisor.

STUDENT ACKNOWLEDGEMENT AND DECLARATION

I hereby acknowledge and declare:

- that I have read and understood the above conditions and agree to be bound by and comply with them
- that the Sponsor has (pursuant to the Head Terms) agreed not make any claim in connection with the Studentship against myself apart from claims based on fraud, wilful misconduct or breach of clauses 6.1, 6.2, 6.3, 5 or 7.1.
- that any Results developed by me in the course of the Project will be owned by the University
- all information and materials which I come across may be confidential in nature and must be treated as such
- that I have been provided with an opportunity to raise questions regarding the conditions attached to the Studentship prior to signing these Student Conditions of Appointment
- this is a legally binding document, and the University recommends that I take independent legal advice

I confirm that these Student Conditions of Appointment are hereby accepted and agreed

Name of Student (BLOCK CAPITALS):

Signature:

Date:
