

TERMS AND CONDITIONS FOR NORWICH RESEARCH PARK POSTGRADUATE RESEARCH STUDENTSHIPS (ROTATION PROGRAMME)

These terms and conditions apply to Rotation Programme PhD studentships in Plant Sciences and Microbiology funded by the John Innes Foundation, the John Innes Centre, The Sainsbury Laboratory and the Earlham Institute.

Definitions

“award holder” means each postgraduate student in receipt of a “Rotation PhD Studentship” award.

“Institute(s)” means any or all the following three institutes located on the Norwich Research Park: John Innes Centre, The Sainsbury Laboratory and Earlham Institute.

“relevant Institute” shall mean the primary Institute at which the postgraduate student is based during the period of their award.

“Rotation Programme” means the “Four-year PhD Programme with a Rotation Year” as defined in the Award Regulations of the University of East Anglia. The programme has a first year comprising three short research projects and a period when the student defines their own main research project for the remaining three years.

“University” means University of East Anglia

1. General conditions

- 1.1. Studentships will normally be held on a full-time, fees and maintenance basis, but may, under certain extenuating circumstances be held on a part-time pro-rata basis. Some of these conditions will not apply to part-time awards. An award holder, will be registered at the University of East Anglia as a full-time or part-time postgraduate student for a higher degree by research and thesis under the University’s degree regulations and its “General Regulations”. In addition to these terms and conditions, all award holders will be subject to the “General Terms and Conditions” that apply to all postgraduate students (non-staff) based at an Institute. International students should note section 14.

2. Duration

- 2.1. Studentships will be funded for a total period of up to 48 months on a full-time basis, subject to satisfactory progress monitored by the relevant Institute through the annual review of research student progress. The period of award may not exceed the period of study of the student: the funding period does not include any period of registration only (the ‘writing up’ period). The period of award will cease at the end of the calendar month of the date of the first submission of a thesis for examination if this is before the end of the award holder’s period of study.

- 2.2. In some cases, students may submit their thesis prior to the end of their award. Where the student continues to undertake work that is directly linked to their thesis, consideration may be given for the doctoral award to continue for up to three months beyond the date of first submission but not beyond the original award period. Students wishing to extend their award in this way must apply to the Rotation Programme Tutor in writing to make a case for any continuation of the award under these circumstances. If the student submits on or after the original end date then the funding must cease on the award end date.

3. **Termination of award**

- 3.1. This award may be terminated with one month's notice if the student's behaviour or progress is deemed to be unsatisfactory and the award holder is required to withdraw their registration for a degree at the conclusion of the University's disciplinary procedures. For the University, these procedures are associated with General Regulation 13 (Attendance, Engagement and Progress). (Decisions reached through UEA's disciplinary procedures are subject to appeal, as set out in the University Calendar.)
- 3.2. Continuation of the award is dependent on the award holder successfully completing their probationary period.
- 3.3. Award holders are expected to fully engage with the key elements of the Rotation Programme. These include the Rotation Programme Retreat, the three 10-week mini-projects and the writing of associated scientific reports, the journal club, the writing of a research proposal in the fourth rotation, and the giving of presentations at the end of each of the four rotations. In addition, the Rotation Programme Tutor, together with the PGR Directors (PGRD) of the Institutes, reserve the right to request revision of mini-project proposals and the main project proposal outlines to satisfy the academic standards expected of postgraduate research degrees.
- 3.4. The award holder can terminate this award with one month's written notice to their supervisor and the Rotation Programme Directors, detailing the reasons for termination.

4. **Maternity leave**

- 4.1. Award holders are entitled to 52 weeks of maternity or shared parental leave. If the award holder becomes pregnant with an expected week of childbirth ("EWC") during the period of award, they will be entitled to 26 weeks maternity leave on full stipend, with the following 13 weeks paid at a level commensurate with employee entitlements subject to the approval of a corresponding period of interruption from study which must commence before the end of the award holder's period of study. A mother

should take a minimum of 2 weeks maternity leave following the birth. There is no qualifying period for maternity leave.

- 4.2. The award holder should apply to the University for the period of interruption with paid maternity leave at least three months before the EWC and supply a MATB1 form to qualify for maternity leave. Maternity leave may commence at any time between the 11th week before the EWC and the birth of the child.
- 4.3. Where an award holder is paid a maintenance stipend during their maternity leave and then decides not to return to study or returns for a period of less than 12 weeks, they will normally have to pay back the stipend payments received during the period of maternity leave in full.
- 4.4. In addition to paid maternity leave, requests for unpaid maternity leave up to a further 13 weeks will be approved, subject to the approval of the corresponding period of interruption from study. The process for approval of interruptions is set out in the University's "Code of Practice for Research Degrees".

5. Paternity leave and Shared Parental Leave

- 5.1. Paternity leave may be taken by award holders as long as they are the biological father of the child, or the mother's husband or partner (including same-sex relationships) and they must provide a written statement from the mother to confirm this.
- 5.2. During the tenure of the award, students who qualify for Paternity Leave, as described above are entitled to up to a total of 10 working days Ordinary Paternity leave on full stipend by arrangement with the award holder's supervisor, during their partner's pregnancy or within three months of childbirth.
- 5.3. Award holders may be entitled to up to 50 weeks of Shared Parental Leave (which may include paid and unpaid leave) if their partner has returned to work (or to fulltime study in the case that both partners are in receipt of PhD studentship funding) without exercising the full entitlement to maternity or adoption leave or pay.
- 5.4. The award holder should apply to their Institute for a corresponding period of interruption from study with paternity or shared parental leave, at least eight weeks before they wish the leave period to commence. The award holder should supply a copy of their child's birth certificate and, for shared parental leave, the employment details of their partner.
- 5.5. While recognising that research students are not employees, the duration of the Shared Parental Leave will be calculated on the same basis as an employee with an employment contract (excluding the qualifying period). Further information can be

found on the government website: <https://www.gov.uk/shared-parental-leave-and-pay-employer-guide/overview>

- 5.6. Where an award holder is paid a maintenance stipend during their Paternity or Shared Parental Leave and then decides not to return to study or returns for a period of less than 12 weeks, they will normally have to pay back the stipend payments received during the period of Paternity or Shared Parental Leave.

6. **Adoption leave**

- 6.1. Adoption leave will be granted on the same basis as maternity and paternity leave (please see above). Award holders must supply a “matching certificate” from an adoption agency to qualify for adoption leave.

7. **Payment of maintenance stipend during certificated illness**

- 7.1. Periods of illness for a continuous period of 7 days or more require medical certification and should be reported to the supervisor and the relevant Institute’s PGRD. Award holders prevented from studying due to certificated illness will normally be paid at the normal rate of maintenance stipend for the first **thirteen weeks** within any 12-month period. Such periods will be treated as part of the tenure of the award, and the award will not be extended correspondingly. Award holders may apply for a corresponding extension to their final submission deadline at the time of the illness. If the award holder’s illness lasts for more than thirteen weeks, the award will be suspended. However, should any single period of illness be expected to exceed 4 weeks, award holders are advised to request a period of interruption. Maintenance payments will not be available from the studentship award during a period of interruption.

8. **Suspension of award**

- 8.1. The award will normally be suspended during a period of interruption formally approved by the relevant Institute’s PGRD or the University’s Academic Director of Research Degree Programmes on behalf of the Senate. The process for the approval of interruptions is set out in the “Code of Practice for Research Degrees”.
- 8.2. In all the above cases the total cumulative suspension for any reason must not normally exceed 12 months over the period of the award.
- 8.3. The award will normally be suspended if the award holder does not complete the academic registration task at the beginning of each academic year by the deadline specified by the University.

8.4. If an award holder takes up full-time employment whilst in receipt of a studentship, the studentship will be terminated as of the first day of employment.

9. **Undertaking of paid work during the award (not applicable for part-time award holders)**

9.1. The Institutes each permit award holders to undertake small amounts of academic work as part of their training, subject to the approval of the award holder's supervisor. The time spent carrying out teaching, demonstrating activities, research assistantship activities, or other paid work should not **normally** exceed six hours a week, and should not exceed 180 hours **in total** per year (including preparation and marking).

9.2. Award holders are not normally expected to undertake other paid work, and will be expected to advise their supervisory team if they do so. Supervisors will advise their Institute's PGRD and the Rotation Programme Tutor if they consider that paid employment is adversely affecting the studies of an award holder and the Rotation Programme Directors will consider whether the award will be continued.

10. **Annual leave entitlement**

10.1. A maximum of eight weeks paid annual leave (including public holidays and Institute closures) may be taken with prior agreement from the supervisory team. Award holders should note that the Institutes and University have different closure periods and should familiarise themselves with these. University support services are not available when the University is closed. Annual leave years will run for 12-month periods from the date of registration. Leave not taken in any annual leave year may not be carried over to the following annual leave year.

10.2. Students are reminded that they should take any pro rata annual leave entitlement before submitting their thesis. Once they submit their thesis all rights to annual leave will cease.

10.3. Students requiring a visa to attend the University should be aware of the current immigration rules when using annual leave allowance, especially Tier 4 students wishing to take annual leave of greater than twenty-eight (28) calendar days, e.g. approximately twenty (20) days of annual leave. Such students must seek visa advice from the University before submitting a request to their supervisor, even if the annual leave is to be taken within the United Kingdom. Similarly Tier 4 students considering an absence from the United Kingdom for a period greater than twenty-eight (28) calendar days, for any reason (even if the absence is due to a combination of study and annual leave) must seek advice from the University before

commencing/booking such a trip. Failure to seek advice may result in the student's visa being revoked.

11. Payment and overpayment of maintenance stipends

- 11.1. Maintenance stipends will normally be paid monthly, in advance. If a maintenance stipend is received for a period during which the award holder is not formally in study (for example, if an award holder interrupts for a reason other than paid maternity leave), or if other overpayment occurs, the Rotation Programme will ask the award holder to return the overpayment. The Institute that granted the award to the award holder will take steps to recover any outstanding amounts that remain unpaid. Where a studentship is terminated by the funder or by the award holder (for example where an award holder withdraws from the Rotation Programme), the Rotation Programme will not seek repayment of any of the maintenance stipend received to that point, except in cases where there has been overpayment or where the award holder has decided not to return to study after maternity, paternity and adoption leave (see above). For example, an award holder withdrawing from the University and Rotation Programme with a formal leave date of 15 November would be expected to repay the proportion of any maintenance payment already received in advance for the period of study following that date, but would not be expected to repay maintenance payment for the period preceding that date.

12. Intellectual Property Rights

- 12.1. The University's and Institute's Intellectual Property Regulations apply to all Rotation PhD awards and award holders. The Regulations are set out in Section 6 of the Research Degree Policy Documents of the University and the Institutes' General Student Terms and Conditions.

13. University Degree Regulations

- 13.1. The University's Regulations for the Degree of Doctor of Philosophy, Master of Philosophy, or Masters by Research (as appropriate) will apply to award holders.

14. International students

- 14.1. New immigration regulations for non-EEA full-time students studying in the UK were introduced by the UK Government on 31 March 2009. These regulations and subsequent amendments to the regulations cover all new students enrolling from October 2009 onwards and all existing students seeking to extend their current student visa. Where primary legislation, or subsequent amendments conflict with any terms of these terms and conditions, these terms and conditions shall be modified to the minimum extent necessary to ensure compliance with the legislation or amendments.

The award holder will not normally receive financial or other compensation as a consequence.

- 14.2. It is the responsibility of the award holder to ensure that they comply with all legislative requirements of the UK Government and the conditions of their Tier 4 Visa.

15. Use of Student Data

- 15.1. Students should familiarise themselves with the University and Institute data sharing policies that apply to them as a registered student.
- 15.2. The Rotation Programme funders place a responsibility on the programme and the Institutes and University to provide information about students and their projects. The Rotation Programme, the Institutes and the University will use information provided about students in receipt of an award from the Rotation Programme and their supervisors for monitoring purposes and policy studies in relation to their involvement in postgraduate training, including statistical analyses in relation to the evaluation of research and the study of trends.
- 15.3. Information may also be used to contact Rotation Programme students.
- 15.4. The Rotation Programme will provide to the funders, on request to the University and the Institutes a description of a student's area of study (updated abstract) and this may be included in any of the Institutes' publications, such as Annual Reports or on their websites.
- 15.5. The following information about the Rotation Programme and funded students will routinely be made available publicly and to the sponsors:
- Student name
 - Aggregated information regarding student numbers, stipend levels, qualifications, age at start, migration levels (from first degree university to another), etc.
 - Name(s) of project partner organisations and supervisors, project titles and topics
 - Project summaries
 - Numbers of students in each Institute or department
 - Registration and expected submission dates.
- 15.6. Information will be retained, after completion of the Masters or PhD, for policy studies involving analyses of trends in postgraduate training and reporting on these to government bodies such as the Department for Business, Innovation and Skills. The Rotation Programme and the University

will pass personal details on to the sponsors or the Institutes for the above purposes and as detailed above.

16. Use of Rotation Programme Data

16.1. The sponsors will use information provided on the annual reports, or equivalent in relation to the administration of the Programme, for the award of any subsequent funding, and for the payment, maintenance and review of Programme funding.

16.2. Use of submitted data may include:

- Registration and processing of funding proposals
- Operation of funding processing and management information systems
- Preparation of material for use by reviewers and peer review panels
- Administration, investigation and review of grant proposals
- Sharing proposal information on a strictly confidential basis with other funding organisations
- To seek contributions to the funding of proposals
- Statistical analysis in relation to the evaluation of postgraduate training trends
- Policy and strategy studies
- Meeting the Institutes' or University's obligations for public accountability and the dissemination of information.
- Making it available on the Institutes' web sites and other publicly available databases, and in reports, documents and mailing lists.

17. Public Engagement

17.1. It is the responsibility of the student and supervisors to actively communicate their research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest.

18. Modification of Terms and Conditions

18.1. These terms and conditions may be amended from time to time in accordance with UK law including immigration law, and with appropriate and University Regulations, Policies and Procedures. Any supplement, amendment, or modification of or to these terms and conditions shall normally be binding on all parties. No financial or other compensation will normally be offered in such circumstances.