

## **TERMS AND CONDITIONS FOR UNIVERSITY POSTGRADUATE RESEARCH STUDENTSHIPS**

*These terms and conditions apply to PhD studentships funded by Schools or Faculties at the University of East Anglia (UEA). Separate terms and conditions apply to NRP studentships, teaching studentships, Research Council funded studentships and PhD studentships from other funders.*

### **General conditions**

Studentships will normally be held on a full-time, fees and maintenance basis, but may, under certain circumstances be held on a part-time pro-rata basis. Some of these conditions will not apply to part-time awards. Where a condition does not apply to awards on one of these bases, this is indicated.

### **1 Duration**

Studentships will be funded for a total period of up to 36 months on a full-time basis, subject to satisfactory progress monitored by the relevant School of Study 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 Termination or continuation of award**

The University may terminate this award 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 an award at the conclusion of the University's Disciplinary Procedures associated with General Regulation 13 (Engagement). (Decisions reached through the University's Disciplinary Procedures are subject to appeal, as set out in the University Calendar.)

Continuation of the award is dependent on the award holder successfully completing their probationary period.

The award holder is able to terminate this award with one month's written notice to supervisor and the Faculty Associate Dean for Postgraduate Research, detailing the reasons for termination.

### **3 Maternity Leave**

University studentship 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 to Statutory Maternity Pay. Requests for paid maternity leave as detailed above will be approved, subject to the approval of a corresponding period of interruption to study which must commence before the end of the award holder's period of study. A mother must take a minimum of 2 weeks' maternity leave following the birth. There is no qualifying period for maternity leave.

The award holder should apply to their School for the period of intercalation 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.

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 to study. The process for the approval of interruptions is set out in the Code of Practice for Research Degrees.

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 Paternity and Shared Parental Leave**

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.

During the tenure of the award a total of 10 days Ordinary Paternity Leave may be taken at any time by the award holder by arrangement with their supervisor, during their partner's pregnancy or within three months of childbirth. Paid Ordinary Paternity Leave will not result in additional payment or an extension to the award holder's period of study.

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 full-time 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.

The award holder should apply to their School for a corresponding period of interruption to study with Shared Parental Leave, at least eight weeks before they wish the Shared Parental Leave period to commence. The award holder should

supply a copy of their child's birth certificate and the employment details of their partner.

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>.

Where an award holder is paid a maintenance stipend during their 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 Shared Parental Leave.

## **5 Adoption leave**

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

## **6 Payment of maintenance stipend during certificated illness**

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. However, 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, they should apply for a suspension to their award. Maintenance payments will not be available from the scheme during a period of interruption.

## **7 Suspension of award**

The award will normally be suspended during a period of interruption formally approved by the award holder's School or the Academic Director of UEA Doctoral College Executive on behalf of Senate. The process for the approval of interruptions is set out in the Code of Practice for Research Degrees.

In all of the above cases the total cumulative suspension for any reason must not normally exceed 12 months over the period of the award.

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

The University will 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).

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 the Faculty Associate Dean for Postgraduate Research if they consider that paid employment is adversely affecting the studies of an award holder and the Faculty Associate Dean will consider whether the award will be continued.

## **9 Annual leave entitlement**

A maximum of eight weeks' annual leave (including public holidays and closure days at UEA or the Institute at which the student is based) during any 12 month period may be taken with prior arrangement with your supervisory team.

## **10 Intellectual Property Rights**

The University's Intellectual Property Regulations apply to all University Studentship awards. The Regulations are set out in the UEA Academic Calendar [www.uea.ac.uk/calendar](http://www.uea.ac.uk/calendar).

## **11 Payment and overpayment of maintenance stipends**

Maintenance stipends will normally be paid on a monthly basis, 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 their study for a reason other than paid maternity leave), or if other overpayment occurs, the University will ask the award holder to return the overpayment. The University will take steps to recover any outstanding amounts that remain unpaid. Where a studentship is terminated by the University or by the award holder (for example where an award holder withdraws from a programme), the University 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 with a formal leave date of 1 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 University Degree Regulations**

The University's Regulations for the Degree of Master of Philosophy or Doctor of Philosophy (as appropriate) will continue to apply to award holders.

## **13 International students**

If the award holder requires UK immigration permission (a visa) to study in the UK, they must meet all relevant immigration requirements set by UK Visas and Immigration.

Where primary legislation or subsequent amendments conflict with any term of this Agreement the legislation or amendment will supersede the Agreement term. The award holder will not normally receive financial or other compensation as a consequence.

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 visa or immigration permission.

## **14 Modification of Agreement**

The University reserves the right to amend these terms and conditions, in accordance with UK law including immigration law, and with University Regulations, Policies and Procedures. Supplement, amendment, or modification of this Agreement shall normally be binding on all parties. No financial or other compensation will normally be offered in such circumstances.

Print Name	
Signature	
Date	