

THE UNIVERSITY OF OXFORD

TERMS & CONDITIONS FOR RECOGNISED STUDENTS



PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH THE UNIVERSITY

Contract with the University

1. The purpose of these Terms and Conditions is to set out the contractual basis for your relationship with the University, and to draw your attention to key terms.
2. Your contract with the University is made up of:
 - a. The documents provided with these Terms and Conditions. These include:
 - i. these Terms and Conditions;
 - ii. the Student Handbook; and
 - iii. the offer letter from your department.
 - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraph 10 below).
3. Your formal offer of a place at the University is set out in the offer letter from your department (the "Offer"). By accepting your Offer you enter into your contract with the University.

Conditions of your contract with the University

4. Your contract with the University may be subject to academic and/or financial conditions as set out in your Offer or accompanying documents and to a condition that you disclose any relevant unspent criminal convictions.
5. It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (ie does not omit information you have been asked to provide).
6. Breach of any condition has the following consequences:
 - a. if you have accepted your offer, but have not yet registered, your contract with the University may be terminated at the University's discretion; or
 - b. once you are a registered student, disciplinary proceedings may be brought against you under Statute XI, which may result in sanctions including suspension or expulsion.

Status of a Recognised Student

7. Recognised Students are students undertaking research who are normally registered with another university and who are admitted by a department or faculty at Oxford to undertake or contribute to a research project. In these Terms and Conditions the word "department" is used for both departments and faculties.
8. To be a Recognised Student you must be either:

- a. in a position such that none of your commitments to the University under this contract will conflict with any obligations to an employer or to any other party; or
 - b. in employment and have obtained your employer's agreement to your working at Oxford under the terms of your contract with the University.
9. As a Recognised Student you:
- a. will not matriculate or be a member of one of the University's constituent colleges, societies or permanent private halls;
 - b. will not be entitled to be a member of the Oxford University Student Union ("Oxford SU"), but will usually be able to be an associate member at Oxford SU's discretion;
 - c. will be entitled to be an external member of clubs and societies registered with the University;
 - d. will not become an alumnus/a of the University as a result of your studies, but will be entitled to "associate alumni" status; and
 - e. will not receive an Oxford qualification or any formal accreditation for your studies at Oxford.

University Statutes, Regulations and Policies

10. By accepting your Offer you agree to comply with the University's Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them. Links to these are set out at <http://www.admin.ox.ac.uk/statutes/>, <http://www.admin.ox.ac.uk/iso/statutes/> and <http://www.admin.ox.ac.uk/examregs/>. They include:
- a. the University's Code of Discipline under Statute XI. This sets out behaviour which is considered unacceptable by students and which may result in disciplinary action; and
 - b. other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection.
11. The key provisions which you need to be aware of are the Examination Regulations for Recognised Students, available at <http://www.admin.ox.ac.uk/examregs/information/contents/> and the other provisions summarised in your Student Handbook, your Offer and in these Terms and Conditions.
12. By accepting your Offer you agree that the University may take disciplinary action against you for breach of its Statutes and Regulations and the Statements and Codes of Policy, Practice and Procedure, including the Code of Discipline. Such action could result in sanctions including suspension or termination of Recognised Student Status.

Departmental Rules and Charges

13. By accepting your Offer you agree to comply with all departmental regulations, codes and guidelines published from time to time, and to pay any fees and charges which may be prescribed by the department for the facilities which you use.

Your Responsibilities

14. It is your responsibility:
- a. to act as a responsible member of the University's community, including treating other members of the community and the public with courtesy and respect.

- b. to progress your own academic studies.
- c. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. For academic issues please contact your Academic Adviser or department in the first instance. A wide range of support is available from your department, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook.
- d. to follow good academic practice, including following the University's policies on plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.8, 11.5 and 11.6 of the Student Handbook.
- e. to ensure that your fees and other charges are paid when they are due. You are responsible for any non-payment even if your fees are being paid by a third party.
- f. to obtain an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences.

Academic Adviser Arrangements

- 15. Your Offer will be based on your choice of subject area. If you later ask to change subject area or Academic Adviser, this will have to be approved by the relevant department(s) having regard to the availability of appropriate supervision either in your new subject or from an alternative Academic Adviser.

Fees and Payment

- 16. Details of the fees and charges you will have to pay the University are set out in your Offer.
- 17. Recognised Student fees and charges will usually increase annually.
- 18. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of supporting Recognised Students, and changes in Government funding. The increase will not exceed 6% each year, or the Consumer Price Index (CPI) if higher. The fees that you will need to pay in any one academic year will usually be published before the first application deadline for Recognised Student status. Normally this will be during September of the previous year.
- 19. You must usually pay your University fees in full for the term no later than 14 days after the start of term.
- 20. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of Recognised Student Status.

Living Expenses including Accommodation

- 21. If you live in Oxford you will need to pay for your living costs such as food, accommodation, and personal items.
- 22. Information on the likely range of living costs is set out at <https://www.ox.ac.uk/admissions/graduate/fees-and-funding/living-costs?wssl=1>. You should allow for an estimated increase in living expenses of 3% each year.

Events beyond our control

23. The University will not be liable to you for any loss caused to you under its contract with you which results from events which are beyond the University's reasonable control, such as: industrial action, acts of God, acts of terrorism, the unanticipated departure or absence of key members of University staff, or failure by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore usual teaching and services.

Intellectual Property

24. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook.

25. You must inform your department in advance and in writing about any materials owned by you or by a third party which you intend to introduce to the department.

26. By accepting your offer you agree not to:

- a. represent to any party that you are authorised to speak on behalf of the University or your department;
- b. sign any document on behalf of the University or your department; or
- c. use any of the names, marks, logos or letterheads of the University or your department except in the course of your participation in a University project and with the prior written permission of the Head of Department.

Business Purposes

27. By accepting your Offer, you agree not to use University facilities for your own business purposes.

Confidentiality

28. By accepting your Offer, you agree to treat details of any procedures, projects or research of which you become aware in the course of your work or your visits to the University as strictly confidential and not to disclose such information to any person without express written permission to do so, unless the information is already in the public domain.

Personal Data

29. The University will collect and use information about you in accordance with the principles set out in the University's Student Privacy Policy at <https://www.admin.ox.ac.uk/councilsec/compliance/gdpr/privacynotices/student/>. This includes ensuring that your data will only be used in a way which is fair, lawful and secure.

Complaints Procedure

30. The University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints should be made to the Proctors' Office. There may be a subsequent right to complain to the Office of the Independent Adjudicator.

Termination

31. Your contract with the University will end in the following circumstances:

- c. when your Recognised Student status terminates or if you withdraw and so cease to be a current Recognised Student;
- d. if you cease to be a current Recognised Student as a result of a University procedure such as the disciplinary procedure; or
- e. if you are found to be in breach of paragraph 4 or 5 above.

32. The following terms will survive termination of your contract with the University for any reason:

- a. terms relating to intellectual property as described at paragraphs 25-27 above;
- b. terms relating to confidentiality as described at paragraph 29 above;
- c. terms relating to personal data as described at paragraph 30 above; and
- d. terms relating to University procedures to the extent that they relate to events that occurred prior to termination including the complaints procedure, the disciplinary procedure, the harassment procedure and/or the academic integrity in research procedure

Jurisdiction

33. Your contract with the University and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.