

## The University of Oxford Student Relationship Agreement Matriculated Non-award Students<sup>1</sup>

# Please read this document carefully. It contains important information about your relationship with the University

## **Relationship with the University**

- 1. As a student at Oxford University you will be a member of one of the University's colleges, societies or permanent private halls. For convenience, this document refers to permanent private halls, societies and colleges as "colleges".
- 2. Your main relationship will be with your college, but you will also have a separate relationship with the University in relation to your use of University facilities and services.
- 3. As a matriculated student you are formally a member of the University under the University's Statutes.
- 4. The purpose of this agreement is to explain the key aspects of your relationship with the University. These are set out in:
  - a. The documents provided with this agreement. These include:
    - i. this agreement;
    - ii. the Student Handbook;
    - iii. the core information about your course of study provided by your college; and
  - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraph 8 below).
- 5. You agree to abide by the terms of this agreement by taking up your place at the University.

#### University and College

6. Your continuing relationship with the University is linked to your continuing relationship with your college.

<sup>&</sup>lt;sup>1</sup> For exchange students who do not pay fees to their college (whether directly or through an intermediary) or Visiting Students, please refer to the Exchange Student Agreement or the Visiting Students Agreement.

7. If your offer of a place at your college, or your college membership is terminated (eg for submitting false information or omitting material information in your application, failing to meet a condition of admission or for breach of college rules and regulations) your relationship with the University will also end. If you are suspended by your college, or subject to other disciplinary or procedural measures, the University may impose similar steps.

## **University Statutes, Regulations and Policies**

- 8. 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 that are made under them. Links to these on the University website are available at the <u>Governance and Planning 'Legislation' pages</u> and the <u>Examination Regulations search page</u>. 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;
  - b. other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to examinations (if applicable), 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; and
  - c. any Health and Safety Instructions ('HSI') setting out standards of behaviour required of you during any pandemic (including Covid-19), epidemic or local health emergency. The term 'HSI' includes any University code, policy or guidance, as introduced or updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. You are required to comply with any HSI as a condition of being permitted access to in-person teaching and facilities and failure to comply may result in loss of that access and/or disciplinary action.
- 9. The key provisions that you need to be aware of are summarised in your Student Handbook and in this agreement.
- 10. 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 and any HSI. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

## Your Responsibilities

- 11. 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. This will include submitting work when required to do so, meeting deadlines and attending tutorials, classes and lectures.
  - c. to comply with any measures or instructions given by the University or your college to reduce risk of transmission of any illness or infection and behave in accordance with any HSI. This may include imposing specific requirements such as the wearing of face masks, or safety measures such as use of hand

sanitiser or distancing procedures. You must also immediately declare to your college if you have, or suspect you have, symptoms of Covid-19, or if you have received a positive test for Covid-19, or if you have any other serious and easily transmissible infectious illness.

- d. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. A wide range of support is available from your college, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your College Handbook.
- e. 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 7.7, 11.5 and 11.6 of the Student Handbook.
- f. to obtain an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and the types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from Student Immigration and from the visa and immigration pages of the University website.

## **Fees and Payment**

12. Details of the fees and charges you will have to pay the college will be provided to you by your college or home institution either before or with your college offer letter. You are not required to pay University fees.

## Living Expenses

- 13. You will normally live in Oxford while you are a Matriculated Non-Award Student and will need to pay for your living costs such as food, accommodation, and personal items, unless this is being covered by your home institution.
- 14. You will have a contract with your college in relation to college accommodation, the cost of which may be included in your fees.
- 15. Information on the likely range of living costs will be provided with your college offer letter. You should allow for an estimated increase in living expenses of 3% each year.

#### Changes to provision of facilities and services

- 16. Where a pandemic (including Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen the University may make reasonable changes to your use of University facilities and services to comply with government or local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. The University will keep students informed if it makes such changes.
- 17. The University will ensure that, when making changes under clause 16, key University facilities and services are still provided by alternative means, if reasonably possible, although the manner of delivery may need to change.
- 18. Examples of possible changes under clause 16 include:

- a. Providing teaching, assessment or other services wholly or partly online or via other remote means;
- b. Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries, lectures, seminars or laboratories);
- c. Teaching or supervision at evenings, weekends or outside Full Term<sup>2</sup>;
- d. Requiring students to comply with health and safety measures the University deems necessary which are specific to particular sites or activities, which may be in addition to any HSI, such as additional social distancing measures, or wearing of face masks or personal protective equipment;
- e. Staggering attendance by students at University so that for part of a term you are not allowed to attend University premises in person;
- f. Varying, limiting or cancelling access to any University services or facilities;
- g. Varying, limiting or cancelling any learning experiences that would normally happen face to face or in-person (eg work in laboratories, museums, studios, music facilities or via fieldwork or work-placement);
- h. Varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or work abroad or on a placement (including varying destinations).
- 19. Subject to clauses 16 and 17, no refunds, discounts, damages or waivers of fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The University will also not be liable for any consequential losses or expenses you may incur (eg travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

## **Events beyond our control**

20. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under this agreement which results from events which are beyond the University's reasonable control, such as: a pandemic (including Covid-19), an epidemic, or a local health emergency necessitating measures to reduce risks of infection or illness; industrial action; acts of God; acts of terrorism or failure or delay by third party suppliers and subcontractors. In such circumstances, the University will take reasonable steps to mitigate the impact on you and to restore services.

## **Intellectual Property**

21. 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.

<sup>&</sup>lt;sup>2</sup> Full Term means the University's dates for Michaelmas (Autumn), Hilary (Spring) and Trinity (Summer) terms which are advertised in the Oxford Gazette

### **Personal Data**

22. The University will collect and use information about you in accordance with the principles set out in the <u>University's Student Privacy Policy</u> on the University website. This includes ensuring that your data will only be used in a way that is fair, lawful and secure. In addition, each college will have its own privacy notice.

## **Complaints Procedure**

23. The University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints about University matters should be made to the department that is relevant to the circumstances of the complaint in the first instance, and may later be escalated to the Proctors' Office. There may be a subsequent right to complain to the Office of the Independent Adjudicator.

## Termination

24. This agreement will end in the following circumstances:

- a. when your Matriculated Non-Award Student status terminates or if you withdraw and so cease to be a current Matriculated Non-Award Student;
- b. if you cease to be a current Matriculated Non-Award Student as a result of a University procedure such as the disciplinary procedure;
- c. if you cease to be a member of your college; or
- d. if your college decides not to admit you because you have failed to meet a condition of your admission or because you have failed to provide true, genuine, accurate and complete information with your application.
- 25. The following terms of this agreement will survive termination for any reason:
  - a. terms relating to intellectual property as described at paragraph 21 above;
  - b. terms relating to personal data as described at paragraph 22 above;
  - c. 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

26. This agreement 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.