

Parties:

| | | | |
|-----|---|-----------------------|---------|
| (1) | The University of Reading a company incorporated by Royal Charter in England & Wales with company number RC000665, the principal office of which is situated at Whiteknights House, PO Box 217, Whiteknights, Reading, Berkshire RG6 6AH (the "University"). | | |
| (2) | Employee name: | <i>Insert name</i> | ("You") |
| | Address: | <i>Insert address</i> | |

Your employment:

| | | | |
|--|-----------------------------------|---|---|
| Job Title: | <i>Insert job title</i> | | Classification: T&R / TI / RI |
| School/Department: | <i>Insert department</i> | | |
| Place of work: | Reading/Henley on Thames | | |
| Grade and spinal point: | <i>Insert grade/spinal point</i> | Full time equivalent and weeks per year: | <i>Insert FTE and weeks</i> |
| Reference salary: | £ per annum | Incremental date: | <i>Insert inc. date</i> |
| Full time salary equivalent amount: | <i>Insert FT salary amount</i> | | |
| Commencement of Employment date: | <i>Insert start date</i> | Continuous service start date: | <i>Insert cont. service date</i> |
| (FT only) Fixed term until: | <i>Insert fixed term end date</i> | | |

THIS AGREEMENT has been entered into on the date stated below:

| | | | |
|-------------------------------------|------------------------------|-------|--|
| For and on behalf of the University | | Date: | |
| Job title: | Head of HR Operations | | |
| Signed by: | | Date: | |
| Name of employee: | <i>Insert employee name</i> | | |

1. Employment term

- 1.1 Your employment shall commence or be deemed to have commenced on the Commencement of Employment Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party in accordance with the clause below headed Notice.
- 1.2 The first six months of your employment shall be a probationary period, during which your employment may be terminated at any time on one week's notice. You are referred to the policy on probation which applies to your employment.
- 1.3 If you are employed as a Lecturer, the first three years of your employment shall be an academic probationary period. During the academic probationary period your performance and suitability for continued employment will be monitored. During the first six months of your academic probationary period your employment may be terminated at any time on one week's notice; thereafter the provisions regarding termination set out in this Agreement shall apply. You are referred to the policy on probation which applies to your employment.
- 1.4 No employment with a previous employer OR your employment with **NAME**, which commenced on **DATE** counts towards your period of continuous employment with the University.

2. Employee warranty

You confirm that you are entitled to work in the United Kingdom without any additional approvals and will notify the University immediately if you cease to be so entitled during your employment.

3. Notice

- 3.1 Your employment is terminable by three months' written notice on your part or six months' written notice on the part of the University.

[ALTERNATIVE WORDING FOR FIXED TERM]

This fixed-term employment is terminable by three months' notice on your part or six months' notice on the part of the University given in writing.

- 3.2 No notice is required from you nor will the University give notice of the termination of your employment on the expiry date of this fixed-term contract.

4. Duties

- 4.1 You shall be employed by the University with the Job Title detailed on the first page of this Agreement. Your duties are set out in your job description and/or role profile as amended from time to time or as reasonably assigned to you by your line manager.
- 4.2 During your employment you will be required to perform any combination of teaching, research, administrative, outreach and other related duties as may from time to time be reasonably assigned to you by your line manager. The requirement for you to be engaged in research or teaching may be set aside, at your or your line manager's request, by mutual agreement in writing or in accordance with the classification set out on the first page of this Agreement.
- 4.3 During your employment you will:

- 4.3.1 unless prevented by Incapacity, diligently perform your duties and devote your working time, attention and abilities to the University and comply with all reasonable and lawful directions given to you by the University;
 - 4.3.2 use your best endeavours, insofar as it is compatible with your role, to promote, protect, develop and extend the business and reputation of the University, its subsidiaries and its interests; and
 - 4.3.3 notify the University in writing of any change in your name, address or emergency contact within one month of such change, using employee self-services or as otherwise directed by the University.
- 4.4 You shall comply with: the University's Anti-Corruption and Bribery policy; the University's Health and Safety policy and the University's Data Protection policy, Freedom of Information policy, Rules for the Use of University Computers and Data Network and Information Security policy (the "Information Compliance Policies") including any sub policies and any related guidance and procedures at all times.
- 4.5 You shall complete all training required of you by the University, including information compliance training.
- 4.6 You shall comply with any rules, codes of conduct, policies and procedures set out in the Staff Handbook, which is available on the University's website. The Staff Handbook does not form part of this Agreement. To the extent that there is any conflict between the terms of this Agreement and the Staff Handbook, this Agreement shall prevail.
- 4.7 All documents, manuals, hardware and software provided for your use by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones), remain the property of the University, unless otherwise set out in this Agreement.

5. Place of work

- 5.1 Your normal place of work is as set out under Place of Work on the first page of this Agreement or at such other place which the University may reasonably require for the proper performance and exercise of your duties.
- 5.2 You agree to travel on the business of the University or any of its subsidiaries (both within the United Kingdom or, for any continuous period of up to seven days, abroad) as may be reasonably required for the proper performance of your duties.
- 5.3 From time to time it may be necessary for you to travel outside the United Kingdom on the business of the University or any of its subsidiaries for a continuous period of more than seven days; in such circumstances there will be appropriate consultation and such travel will be agreed with you.
- 5.4 If it is agreed that you will work outside the United Kingdom for any continuous period of more than one month, particulars of your employment will be given to you at that time.

6. Hours of work

There are no specified hours of work but you will be required to work such hours as are necessary and reasonable for the proper performance of your duties [FOR PART TIME - and in accordance with your fractional appointment]. Further arrangements for core hours of work, for which your presence at the University would normally be required, may be specified by your line manager. You acknowledge that you shall not receive further remuneration in respect of overtime.

7. Salary

- 7.1 Your Reference Salary will be as set out on the first page of this Agreement and will be at the Grade set out on the first page of this Agreement or on any other scale which, after consultation, may be substituted for it.
- 7.2 The salary you will receive will be your Reference salary reduced by the relevant employee contribution rate under the University's Pensions+ scheme (your "Actual Salary"), unless you are not eligible for membership of USS or have opted out of it or the University's Pensions+ Scheme, in which case your Actual salary shall be your Reference salary.
- 7.3 Your Actual salary shall accrue from day to day and be payable monthly in arrears directly into your bank or building society account.
- 7.4 **Grade 6-8:** Your Reference salary shall increase by one increment each year, in accordance with the nationally agreed framework, until you reach the highest incremental point for your grade. Such increase shall normally occur on the incremental date, which shall be 1 October annually. However, if you commence employment with the University between 1 April and 30 September your first increment will normally be 1 October in the next calendar year.
- 7.5 Your Reference salary will be adjusted in accordance with arrangements for nationally negotiated cost of living increases from the effective date.
- 7.6 The University may deduct from your Reference salary or any other sums owed to you, any money which you may owe to the University or any of its subsidiaries at any time, including but not limited to, overpayments of salary and loan repayments.

8. Expenses

- 8.1 The University shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by you in the course of your employment, subject to production of VAT receipts or other appropriate evidence of payment and provided you have complied with the University's policies on expenses as set out in the Staff Handbook from time to time.
- 8.2 Any credit card supplied to you by the University shall be used only for expenses incurred by you in the course of the employment and in accordance with the relevant policy as amended from time to time.

9. Holidays

- 9.1 You shall be entitled to 26 days' paid holiday in each holiday year (calculated on a pro rata basis for part time employees) in addition to the usual public holidays in England and six closure days. The University's holiday year runs between 1 October and 30 September. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 9.2 Holiday shall be requested and may be taken at such time or times as shall be approved in advance by your line manager. Holiday taken must be recorded as required by the University from time to time. For academic staff, holiday shall normally only be taken during University vacations; holiday may be taken during term time provided that all obligations of your role towards students are met and you have the express permission of your line manager.

- 9.3 You shall not without the consent of your line manager carry forward more than five days' accrued but untaken holiday entitlement to a subsequent holiday year unless you have been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave.
- 9.4 You shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of your employment. Subject to clause 9.5 the amount of such payment in lieu shall be 1/260th of your Reference salary for each untaken day of your entitlement for the holiday year in which termination takes place and any agreed untaken days carried forward from the preceding holiday year.

OR FOR FIXED TERM CONTRACT:

Accrued holiday entitlement must be taken by the date of the expiry of this contract. Payment will not be made in lieu.

- 9.5 If the University has terminated or would be entitled to terminate your employment under the clause headed "Termination without notice" or if you have terminated the employment in breach of this Agreement any payment due under this clause shall be limited to your statutory entitlement under the Working Time Regulations 1998. Any paid holidays (including paid public holidays and closure days) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 9.6 If on termination of your employment you have taken in excess of your accrued holiday entitlement, the University shall be entitled to recover from you by way of deduction from any payments due to you or otherwise one day's pay calculated at 1/260th of your Reference salary for each excess day.
- 9.7 If either party has served notice to terminate your employment, the University may require you to take any accrued but unused holiday entitlement during the notice period.

10. Incapacity

- 10.1 Subject to your compliance with this Agreement and the University's sickness absence reporting procedures and subject to clause 10.2, you are entitled to receive full salary during any period of absence due to incapacity as set out below. Such payment shall be inclusive of any statutory sick pay (SSP) due in accordance with applicable legislation. For the purposes of SSP "qualifying days" have been agreed as Monday to Friday.

| Length of Service* | Full Pay | Half Pay |
|--|-----------------|-----------------|
| 1 month or less | - | - |
| more than 1 month, up to and including 6 months | 4 weeks | - |
| more than 6 months, up to and including to 3 years | 26 weeks | - |
| More than 3 years | 26 weeks | 26 weeks |

- 10.2 Pension contributions will continue as normal while you are paid at the full rate in accordance with clause 10.1. If your pay during any period of incapacity is reduced or you are paid SSP only, the level of contributions in respect of your membership of the Universities Superannuation Scheme and related life assurance cover may continue, at the University's discretion and subject to the relevant pension scheme rules in force at the time of your absence.

- 10.3 If your incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the University of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the University may reasonably require. You shall if required by the University, refund to the University that part of any damages or compensation recovered by you relating to the loss of earnings for the period of your incapacity as the University may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the University in respect of the period of your incapacity.
- 10.4 The rights of the University to terminate the employment under the terms of this agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.

11. Confidential Information

- 11.1 For the purposes of this Agreement, Confidential Information means information (whether or not recorded in documentary form, or stored on any digital, electronic, magnetic or optical disk or memory) relating to the business (including but not limited to academic or research activity), finances, funding, programmes, students, products, affairs and finances of University or its subsidiaries which is for the time being confidential to the University or its subsidiaries (as a result of agreements with third parties or otherwise) and trade secrets including, without limitation, technical data and know-how relating to the business of the University, any subsidiaries or any of their third party contacts.
- 11.2 You acknowledge that in the course of your employment you will have access to Confidential Information. You have therefore agreed to accept the restrictions in this clause.
- 11.3 You shall not (except in the proper course of your duties), either during the employment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 11.3.1 any use or disclosure authorised by the University or required by law;
 - 11.3.2 any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
 - 11.3.3 any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 11.4 If the University enters into a confidentiality arrangement with other organisations or individuals relating to an activity you are responsible for directing or supervising, you shall be informed of, and be required to comply fully with, such arrangements and shall inform other staff or students engaged in the activity of such arrangements.

12. Termination without notice

- 12.1 The University may terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:

- 12.1.1 are guilty of any gross misconduct affecting the business of the University or any subsidiary;
 - 12.1.2 commit any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of the University;
 - 12.1.3 are, in the reasonable opinion of the University, negligent and incompetent in the performance of your duties;
 - 12.1.4 cease to be eligible to work in the United Kingdom;
 - 12.1.5 are guilty of any fraud or dishonesty or act in any manner which in the reasonable opinion of the University brings or is likely to bring the University or any subsidiary into disrepute or is materially adverse to the interests of the University or any subsidiary;
 - 12.1.6 are in breach of the University's anti-corruption and bribery policy and related procedures;
 - 12.1.7 are guilty of a serious breach of any rules issued by the University from time to time regarding its electronic communications systems; or
 - 12.1.8 are unable by reason of incapacity to perform your duties under this Agreement for an aggregate period of 52 weeks in any 2 year period.
- 12.2 The rights of the University under this clause are without prejudice to any other rights that it might have at law to terminate the employment or to accept any breach of this Agreement by you as having brought the agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver thereof.

13. Obligations on termination

- 13.1 On termination of your employment (however arising) you shall:
- 13.1.1 immediately deliver to the University all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or any subsidiary or its business contacts, any keys, purchase card and any other property of the University or any subsidiary, which is in your possession or under your control;
 - 13.1.2 in so far as is reasonably practicable, irretrievably delete any information relating to the business of the University or any subsidiary stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the University's premises; and
 - 13.1.3 provide a signed statement that you have complied fully with your obligations under this clause 13.1 together with such reasonable evidence of compliance as the University may request.
- 13.2 Nothing in this clause shall prevent you from benefitting from any rights you may have under the University's Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits as amended from time to time.

14. Disciplinary and grievance procedures

- 14.1 You are subject to the University's disciplinary and grievance procedures, copies of which are available in the Staff Handbook available on the University's website. These procedures do not form part of your contract of employment.
- 14.2 If you want to raise a grievance, you may set out your complaint in writing to your line manager with a copy to Human Resources in accordance with the University's grievance procedure.
- 14.3 If you wish to appeal against a disciplinary decision you may set out your appeal in writing to the Director of Human Resources in accordance with the University's disciplinary procedure.
- 14.4 The University may suspend you without loss of pay from any or all of your duties during any period in which the University is investigating any disciplinary matter involving you or while any disciplinary procedure against you is outstanding. In such circumstances, suspension is a neutral act.

15. Pensions

- 15.1 Unless clause 15.3 below applies, you will automatically be entered as a member of the Universities Superannuation Scheme (USS) from your employment commencement date. If you choose to opt out you may be automatically re-entered as a member at a later date when you will again be able to choose to opt out. Further information is available from the University's Pensions Office.
- 15.2 If you are a member of USS and your pay is equivalent to or greater than the Lower Earnings limit currently in force, you will automatically be enrolled into the University's Pensions+ Scheme unless you choose to opt out. Under the Pensions+ Scheme contributions (being the normal employer contributions and your employee contributions under USS) will be paid by the University. The University reserves the right to amend your Actual salary, on giving you one month's notice, if following a change to USS or the rules of taxation, employee contributions are increased or decreased, meaning the contribution made by the University in accordance with the Pensions+ Scheme is altered. This will not change your Reference Salary. Further information is available from the University's Pensions Office, including the rules of the Pensions+ Scheme. The University reserves the right to amend or withdraw Pensions+ at any time and at its absolute discretion.
- 15.3 If you are already in receipt of a USS pension you will not automatically be entered into USS unless you meet certain legislative auto enrolment criteria.
- 15.4 A contracting out certificate is in force in respect of USS. Members of USS are therefore contracted out of the State Second Pension. If you are not a member of USS, your employment is not contracted out of the State Second Pension.
- 15.5 The University will comply with the employer pension duties in relation to your employment in accordance with Part 1 of the Pensions Act 2008.

16. Data protection and Information Compliance

- 16.1 You confirm you have read and understood the University's Information Compliance Policies, copies of which are available on the University's website. The University may change these policies at any time and will notify you in writing of any changes.
- 16.2 You shall comply with the Information Compliance Policies when handling University information and personal data in the course of employment, particularly personal data relating to any employee, student, client, supplier or agent of the University.

- 16.3 You consent to the University obtaining, processing and maintaining data relating to you for any purpose set out in the University's registration with the Information Commissioner's Office, including, but not limited to, legal, personnel, administrative and management purposes, and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you such as :
- 16.3.1 information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
 - 16.3.2 matters relating to pregnancy and maternity leave;
 - 16.3.3 your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
 - 16.3.5 in order to comply with legal requirements and obligations to third parties.
- 16.4 The University will maintain such data in a secure manner.
- 16.5 The University may make such information available to third parties such as advisers and payroll administrators, regulatory authorities, and as may be required by law.
- 16.6 You consent to the transfer of such information to third parties outside the European Economic Area for legitimate business purposes.
- 16.7 You consent to the University conducting searches on your user accounts in relation to requests for information made under the information compliance regimes or where required for any lawful or compliance purpose.

17. Monitoring

You consent to the University monitoring and recording any use that you make of the University's electronic communications systems for the purpose of ensuring that the University's rules are being complied with and for legitimate business and compliance purposes. You shall comply with any electronic communication systems policies that the University may issue from time to time.

18. Intellectual property

- 18.1 For the purposes of this agreement "Intellectual Property Rights" shall mean patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world. "Inventions" shall mean inventions, developments, discoveries, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- 18.2 Subject to clause 18.3, you shall give the University notice and, on request, full written details of all Inventions and all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment or (unless otherwise agreed in writing) whilst making use of the University's resources and facilities, which relate to, or are reasonably capable of being used in, the business of the University. Except as set out in clause 18.6 below you acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the University absolutely. To the extent

that they do not vest automatically, you hold them on trust for the University. You agree promptly to execute all documents and do all acts, at the University's expense (which shall be agreed with the University in advance of any costs being incurred), as may, in the reasonable opinion of the University, be necessary to give effect to this clause and to ensure the maintenance and enforcement of any Intellectual Property Rights.

- 18.3 Notwithstanding clause 18.2 and subject to clause 18.4, the University agrees that ownership of Inventions and all works embodying Intellectual Property Rights created outside the course of your employment, including wholly private consultancy work, shall vest in you provided no use is made of University resources and facilities, other than use which in the reasonable opinion of the University is incidental to the creation of the Intellectual Property Rights. Without limitation to the foregoing, the following copyright works shall vest in you:
- 18.3.1 personal notes and annotations to teaching and learning materials created for personal use and reference in teaching;
 - 18.3.2 theses or dissertations; and
 - 18.3.3 scholarly works created to further your academic career, such as journal articles, papers, study notes used to deliver teaching and books not commissioned by the University.
- 18.4 Subject to clause 18.3 above, you hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in clause 18.2.
- 18.5 For the avoidance of doubt, rights in any underlying research or other Intellectual Property Rights arising in those items set out at 18.3.1 to 18.3.3 above shall remain the property of the University.
- 18.6 You irrevocably appoint the University to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the University to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any Officer of the University (or appropriately authorised delegate), that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 18.7 As the author of a copyright work referred to in clause 18.2, the University grants to you a free, non-assignable, non-exclusive and non-sub-licensable right to use and copy such copyright works other than for commercial purposes, unless otherwise agreed in writing.
- 18.8 You grant to the University a free, unconditional, irrevocable and perpetual, transferable, sub-licensable and non-exclusive worldwide licence to make available, use and copy for academic and administrative purposes those items set out at clause 18.3.1 to 18.3.3. For the avoidance of doubt, the licence granted in favour of the University in this clause 18.8 shall only apply to those materials set out in clauses 18.3.1 to 18.3.3 and shall not apply to any Inventions or Intellectual Property Rights which are created by you outside the course of your employment with the University.
- 18.9 You agree to comply with the Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits as amended from time to time. The Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits, which is set out in the Staff Handbook, does not form part of this agreement and the University may amend it at any time. To the extent that there is any conflict between it and the terms of this agreement, this agreement shall prevail.

18.10 This clause **Error! Reference source not found.** shall be without prejudice to your rights under the Patents Act 1977.

19. Collective agreements

The Reading Local Association of the University and College Union is the recognised union to represent staff Grade 6 and above in respect of their terms and conditions of service. Pay is negotiated at national level in the Joint Negotiating Committee for Higher Education Staff (JNCHES).

20. Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. Third party rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.

22. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).