**CONTRACT OF EMPLOYMENT**

**BETWEEN**

1. **THE UNIVERSITY OF SOUTHAMPTON,** Highfield, Southampton, SO17 1BJ (**‘the University’**); and
2. **«APPTITLE» «APPFULLNAME»** of

«ADDR1»

«ADDR2»

«ADDR3»

«ADDR4»

«ADDR5»

«POSTCODE»

«COUNTRY»

(**‘the Employee’**).

|  |
| --- |
| **Contents** |
| 1. [Interpretation](#interpretation) |
| 1. [Term of the Appointment](#ToEmp) |
| 1. [Employee Warrantees](#Empwarran) |
| 1. [Duties](#duties) |
| 1. [Place of Work](#placeofwork) |
| 1. [Hours of Work](#hoursofwork) |
| 1. [Salary](#salary) |
| 1. [Expenses](#expenses) |
| 1. [Pension](#pension) |
| 1. [Holidays](#holidays) |
| 1. [Incapacity](#incapacity) |
| 1. [Disciplinary & Grievance Procedures](#discgriev) |
| 1. [Termination](#termination) |
| 1. [Trade Union Membership](#tradeunionmemberships) |
| 1. [Collective Agreements](#collectiveagreement) |
| 1. [Confidentiality](#confidentiality) |
| 1. [Intellectual Property](#intellectualproperty) |
| 1. [Variation](#variation) |
| 1. [Jurisdiction](#jurisdiction) |
| 1. [Third Party Rights](#thirdparty) |
| 1. [Data Protection](#dataprotection) |
| 1. [Entire Agreement](#entireagreement) |

**AGREED TERMS**

1. **INTERPRETATION**
   1. In this agreement:

**Appointment** shall mean the employment of the Employee by the University on the terms of this agreement.

**Commencement Date** means the date of commencement of this appointment. If employment with the University first commenced on the Commencement Date, this is also the date from which the Employee’s continuous service shall be calculated.

**Confidential Information** means any information (whether or not recorded in documentary form, or stored on any digital, electronic, information storage device or memory), relating to the business (including but not limited to academic or research activity), funding, programmes, students, products, affairs and finances of the University or its subsidiaries which is for the time being confidential to the University or its subsidiaries (as a result of agreement with third parties or otherwise) and trade secrets including without limitation, technical data and know-how relating to the business of the University, and subsidiaries or any of their third party contracts.

**Incapacity** means any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out all or a significant proportion of their duties.

**Termination Date** means the date on which a fixed term agreement shall terminate unless the University agrees in writing to an extension or it is terminated early in accordance with the other provisions of this agreement.

* 1. The headings in this agreement are for convenience only and shall not affect its construction.
  2. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
  3. Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
  4. Unless the context requires otherwise, words in the singular include the plural and vice-versa.

1. **TERM OF THE APPOINTMENT** 
   1. The Appointment shall commence or be deemed to have commenced on the «COMMENCEMENTDATE» and shall continue, subject to the remaining terms of this agreement until terminated by either party giving the other not less than four weeks’ prior notice in writing during the Employee’s first four years of service.

[**OR (for FTC)** The Appointment shall [commence or be deemed to have commenced] on «COMMENCEMENTDATE» and shall continue, subject to the remaining terms of this agreement until the «PROJECTEDENDDATE» or unless it is terminated earlier by either party giving the other not less than four week’s prior notice in writing.]

[**OR (for Maternity / Shared Parental Leave cover)** The Appointment shall commence or be deemed to have commenced on «COMMENCEMENTDATE» and shall continue, subject to the remaining terms of this agreement until the «PROJECTEDENDDATE» or until the current post holder returns from maternity leave / shared parental leave, whichever is sooner. The University, therefore, reserves the right to terminate the appointment during this period by giving the Employee four weeks’ prior notice in writing. The Employee may terminate this appointment early by giving the University not less than four weeks’ prior notice in writing.]

After the first 4 years of service, the amount of notice to be given by the University to the Employee shall increase by one week for each year of service up to a maximum of 12 weeks.

For continuity of employment purposes, the Employee’s period of continuous service commenced on **[DATEOFHIRE or DATE WHEN RECKONABLE SERVICE WITH ANOTHER EMPLOYER BEGAN. Check on RLink if they had a previous post]**.

* 1. The first 26 weeks of the Appointment shall be a probationary period and the Appointment may be terminated by the University or the Employee at any time during this period on one week’s written notice. During the probationary period the Employee’s performance and suitability for continued employment will be monitored, and at or shortly before the end of the probationary period the Employee will be informed in writing if they have successfully completed the probationary period.

[**OR** The first 26 weeks of the Appointment shall be a probationary period and the Appointment may be terminated by the University or the Employee at any time during this period on one week’s written notice. Any balance of the probationary period yet to be completed will transfer to any new appointment and remain subject to the terms of this clause. During the probationary period the Employee’s performance and suitability for continued employment will be monitored, and at or shortly before the end of the probationary period the Employee will be informed in writing if they have successfully completed the probationary period.]

[**OR** Delete Clause 2.2 in full where the Employee has completed their probationary period prior to taking up this new appointment.]

* 1. The University may at its discretion make a payment in lieu of any notice period provided for in this agreement, which shall (subject to deductions in respect of tax and national insurance) be equal to the basic salary only to which the Employee would have been entitled to receive in respect of that period.

1. **EMPLOYEE WARRANTIES**
   1. The Employee represents and warrants to the University that in entering into this agreement or performing any of their obligations under it, they will not be in breach of any court order or any express or implied terms of any other contract or obligation binding on them, and undertakes to indemnify the University against any claims, costs, damages, liabilities or expenses which the University may incur as a result if the Employee is in breach of any such obligations.
   2. The Employee warrants that they are entitled to work in the United Kingdom and at the University without any additional approvals and will notify the University immediately if they cease to be so entitled during the Appointment.
2. **DUTIES** 
   1. The Employee shall work for the University as a «JOBTITLE», and further details of the duties of this role are set out in the job description which is annexed to this agreement at Schedule 1.
   2. During the Appointment the Employee shall:
      1. To the best of their ability perform the duties required of their role and comply with all reasonable and lawful direction given by the University; and
      2. Consent to the University monitoring and recording any use that the Employee makes of the University’s communications systems for the purpose of ensuring that the University’s policies are being complied with and for legitimate business and compliance purposes.
   3. This Appointment is subject to the University Charter, Statutes, Ordinances and Regulations as varied from time to time.
   4. The Employee shall comply with the University’s policies and procedures, as amended from time to time, details of which may be found on the University website. Such policies do not form part of this agreement (unless specifically identified as doing so), however, breach of a University policy may give rise to disciplinary action.
   5. The Employee’s appointment is subject to their receiving a satisfactory check from the Disclosure and Barring Service (or any successor agency or body) at [standard/enhanced] level. Failure to obtain and maintain a satisfactory check from the Disclosure and Barring Service may constitute grounds for termination of this Appointment.
   6. It is a condition of the Appointment that the Employee must at all times have the appropriate registration, licences or membership with [ORGANISATION / MEMBERSHIP BODY] and any successor agency or body. A lapse in registration, licensing or membership may constitute grounds for termination of this Appointment.
   7. The Employee’s appointment is subject to their receiving an appropriate Government security clearance. If additional level checks are required then the Employee will work with the relevant sponsor to complete the relevant security clearance. Failure to obtain and maintain the relevant security clearance may constitute grounds for termination of this Appointment.
3. **PLACE OF WORK**
   1. The Employee’s normal place of work will be «LOCATION».
   2. It is a term of this employment that the Employee is required to work at the above location or from any other University site in the United Kingdom at which the University may provide services, subject to the University providing reasonable notice of the intention to exercise its rights under this clause.
   3. The University reserves the right from time to time to transfer staff both within and between different departments/schools, subject to the University providing reasonable notice of the intention to exercise its rights under this clause.
4. **HOURS OF WORK**
   1. This appointment is on a full time basis. The Employee is required to work 35/36 hours per week (excluding lunch breaks) from Monday to Friday at times designated by the Head of Department or their representative.

[**Or** Theappointment is on a part time basis. The Employee is required to work «HOURSWEEK» hours per week (excluding lunch breaks) from Monday to Friday at times designated by the Head of Department or their representative].

Please note that, if the Employee is [a student/on a student visa], they are unable to work more than 20 hours per week during term time and full time during the holiday period.

* 1. The Employee may be required to work such additional hours as may be reasonably necessary for the performance of their duties (‘overtime’), which may include work on weekends.
  2. No additional remuneration is payable in respect of any overtime worked. Provided prior approval has been obtained, the University will instead give the Employee time off in lieu of any overtime worked, which must normally be taken within 4 weeks of the overtime in question being worked at a time agreed with the Employee’s line manager.
  3. The University may at its sole discretion authorise payment of overtime instead of time off in lieu. Where it does so, overtime will be paid at the following rates for all hours worked in excess of 35/36 hours per week:
     1. At time plus one half for all overtime hours worked from Monday to Friday and Saturday
     2. At double time in respect of overtime worked on Sundays, public holidays or University closure days.
  4. For part time staff, any overtime hours worked between their normal hours and the standard working week for full time staff will be given at plain rate for time off in lieu (or payment).
  5. Where the University provides the Employee with time off in lieu of overtime, the Employee’s entitlement shall be calculated using the rates set out in clause 6.4 above.

1. **SALARY** 
   1. The Employee shall be paid an initial salary of £<Insert Salary calculation> per annum, [pro rata [ADD NUMBER]% of **£Full Time Equivalent Point value needs entering**, which is payable monthly in arrears, after statutory, contractual and voluntary deductions have been made, directly to the Employee’s bank account.
   2. The Employee’s appointment is in the «CAREERPATHWAY» job family at «CAREERGRADE», spinal point «SALARYPOINT» of the University’s annually published salary structure for staff at levels 1-6 which is available from Human Resources or the Human Resources website. The University will, subject to satisfactory performance, increase the Employee’s annual salary by one spinal point for every year worked on 1 August each year up to the top of their current pay level but not including the discretionary Higher Responsibility Zone, progression into which is at the University’s sole discretion.
   3. In the event that the Commencement Date is on or after 1 February then the employee will normally not be eligible for an annual increment as set out above until 1 August of the following year.
   4. The University reserves the right not to pay the Employee any increment in any year in which the Employee is subject to a disciplinary sanction (including a warning for poor performance).
   5. The University shall be entitled to deduct from the Employee’s salary or other payments due to the Employee any monies which the Employee owes to the University at any time. This includes the value of any University property (which includes uniforms where applicable), that the Employee fails to return to the University in good order upon request or upon termination of the Appointment.
   6. The University operates various salary sacrifice schemes under which a portion of the salary set out in clause 7.1 above, is sacrificed in exchange for non-cash benefits.
      1. Where the Employee is eligible to join the Pension and Assurance Scheme for Non-Academic Staff/University of Southampton Retirement Fund (PASNAS/USRF), the Employee will be automatically enrolled in the salary sacrifice scheme from the start of their fourth full month of employment with the University, unless they opt out in advance, which they can do by contacting the University’s Pensions section.
      2. The Employee’s salary will be reduced by an amount equal to their pension contributions, the Employee will stop making pension contributions and the University will pay the contributions on the Employee’s behalf.
      3. The Employee should consider carefully whether they wish to participate in the salary sacrifice scheme if it is likely that they will seek a refund of their pension contributions within the first two years of their pension membership. This is because pension contributions made via a salary sacrifice arrangement are not classed as Employee contributions and cannot be refunded.
   7. The unadjusted salary will be the basis of calculation for holiday pay, overtime and other pay-related benefits.
   8. The University reserves the right to withdraw its salary sacrifice scheme at any time, in which case the deductions referred to in clause 7.6 will cease.
   9. The Employee may wish to seek Independent Financial Advice regarding clause 7.6.
2. **EXPENSES**

The University shall reimburse the Employee for all reasonable expenses properly and necessarily incurred by the Employee in the course of the Appointment, subject to the Employee’s compliance with the University’s policy on expenses that is in force at the time.

1. **PENSION**
   1. The Employee will automatically be enrolled into membership of the University’s Pension and Assurance Scheme for Non-Academic Staff/University of Southampton Retirement Fund (PASNAS/USRF), subject to the rules of the Scheme and the tax reliefs and exemptions available from HM Revenue and Customs, as amended from time to time.
   2. The University must also re-enrol any employee who has opted out of pension membership back into a pension scheme every three years.
   3. Where the Employee is not eligible to join PASNAS/USRF they may be automatically enrolled in the National Employment Savings Trust (NEST) in compliance with statutory automatic enrolment requirements.
   4. The Employee shall pay such contributions to PASNAS/USRF as may be required by the PASNAS/URSF rules as amended from time to time. The contributions shall be made by way of deductions from the Employee’s salary, in accordance with the salary sacrifice scheme referred to in clause 7.6 above unless the Employee opts out of it (in which case pension contributions will continue to be made by way of deduction from the Employee’s salary). In the event the University withdraws its salary sacrifice schemes, pension contributions will revert to being made by way of deduction from the Employee’s salary.
   5. The Employee has the following alternative options in respect of their pension:
      1. To opt-out of PASNAS/USRF or NEST; or
      2. Opt into NEST if not eligible for auto-enrolment; or
      3. To join or continue membership of a Personal Pension Scheme. Please note that the University will not make contributions to a personal pension scheme.
2. **HOLIDAYS**
   1. The Employee (if working full time) shall be entitled to 20 days paid holiday in each holiday year in addition to the usual public holidays in England and six other days when the University is closed, known as University Closure Days. The holiday entitlement of part time Employees is calculated on a pro-rata basis based upon the full time entitlement. Entitlement to Public and Statutory and University Closure Days is also calculated on a pro-rata basis, even if the day is not usually worked.
   2. The Employee is eligible to accrue up to 1 day’s additional holiday for each completed year of service up to a maximum of 4 days (pro-rated for part time Employees).
   3. The University’s holiday year runs from 1 October to 30 September, and any untaken annual leave cannot be carried over without the consent of their Head of Department or their representative, unless the Employee has been unavoidably prevented from taking that holiday in the relevant year because of sickness absence or statutory maternity, paternity or adoption leave.
   4. Holiday shall be taken at such times as may be approved in advance by the Employee’s line manager or their nominee, and no payment shall be made in respect of accrued but untaken holiday except where the Appointment is terminated.
   5. If the Employee terminates the Appointment in breach of this agreement and does not give the notice referred to in clause 2.1 above, then any payment due under clause 10.4 shall be limited to the Employee’s statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed to have been taken in satisfaction of that statutory entitlement.
   6. The University may require the Employee to take any accrued but untaken holiday entitlement during any notice period. If on termination the Employee has taken more than their accrued total contractual holiday entitlement (inclusive of statutory holiday entitlement accrued as at the date of termination), the University may recover from the Employee by way of deduction from any payments due to the Employee (including salary), the value of such excess holiday pay.
3. **INCAPACITY** 
   1. The Employee shall comply with the University’s policies and procedures, regarding sickness absence as amended from time to time including, where appropriate, adherence to any notification and monitoring requirements.
   2. Subject to the Employee’s compliance with the policies and procedures referred to in 11.1 above, the Employee shall, during any period of absence due to incapacity, continue to receive contractual sick pay, being their basic salary or a proportion of it (but not any overtime payments, bonus payments, shift and other allowances, or other regularly paid enhancements to basic salary) as follows:

11.2.1 In the Employee’s first 3 months of service (“the first tranche”) their full salary for the first 2 weeks followed by half their salary for the next 2 weeks of any such absence;

* + 1. Between 3 months and one years’ service (“the second tranche”) their full salary for the first 8 weeks followed by half their salary for the next 8 weeks of any such absence;
    2. In the Employee’s 2nd and 3rd years of service (“the third tranche”) their full salary for the first 12 weeks followed by half their salary for the next 12 weeks of any such absence;
    3. In the Employee’s 4th and 5th years of service (“the fourth tranche”) their full salary for the first 20 weeks followed by half their salary for the next 20 weeks of any such absence; and
    4. After 5 years of service (“the fifth tranche”) their full salary for the first 26 weeks followed by half their salary for the next 26 weeks of any such absence;
    5. Provided always that periods of absence due to incapacity will be aggregated over a period of 52 weeks or such shorter period of service as the Employee shall have accrued (“the Reference Period”), and entitlement to contractual sick pay shall be calculated by reference to the Reference Period preceding the first date of the Employee’s current absence. Where the Reference Period spans more than one tranche, full account shall be taken of the contractual sick pay received by the Employee during previous periods of incapacity in the Reference Period and the Employee shall only be entitled to such additional contractual sick pay as shall complete their entitlement.
  1. The Employee’s entitlement to contractual sick pay as set out in clause 11.2 shall be calculated by reference to the aggregate number of days they have been absent due to incapacity in the 52 weeks immediately preceding the first date of their current absence. These entitlements shall be pro-rated for part time staff.
  2. The University may, at its sole discretion, decide to extend the period for which contractual sick pay is available.
  3. The contractual payments referred to in this clause 11 are without prejudice to and inclusive of statutory sick pay where the Employee is eligible to receive it.
  4. The University’s right to terminate the Appointment under the terms of this agreement applies irrespective of whether such termination might result in the Employee losing any entitlement to sick pay or other benefits.

1. **DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Employee is subject to the University’s disciplinary and grievance policies and procedures, copies of which are available from Human Resources or the Human Resources website. Those documents contain details of the person whom the Employee may approach if they have a grievance or wish to appeal against any disciplinary decision.

1. **TERMINATION**

13.1 Notwithstanding the notice period provided for in clause 2 above, the University may terminate the appointment with immediate effect without notice and with no liability to make any further payment to the Employee if the Employee:

13.1.1 is found or admits to being guilty of gross misconduct;

* + 1. ceases to be eligible to work in the United Kingdom;
    2. is in breach of the University’s anti-corruption and bribery policy; or
    3. is in serious breach of the University’s rules issued from time to time regarding the use of its electronic communication and computer systems.
  1. The University’s rights under clause 13.1 are without prejudice to any other rights it may have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought this agreement to an end.
  2. During any period of notice of termination given by either party the University shall be under no obligation to provide any work to the Employee and will be entitled to require the Employee to carry out appropriate alternative duties or only to perform such duties as are expressly assigned to the Employee.
  3. In any such period where the Employee is not required to attend work or perform any duties the Employee will continue to receive their salary and all contractual benefits in the usual way, save that any accrued but untaken holiday entitlement shall be deemed to be taken in this period.
  4. The Employee shall prior to termination of the Appointment deliver to the University all property, materials, records and other information (irrespective of the format that it is in), made, complied or acquired by the Employee during the Appointment relating to the University, including any keys, credit cards, phones, computers and other property of the University which are in the Employee’s power, possession or control.
  5. The Employee shall also irretrievably delete or otherwise destroy insofar as technically possible any copied information relating to the business of the University or any subsidiary stored on any information storage device or memory and all matter derived from such sources which are in their power, possession or their control outside the University’s premises.

1. **TRADE UNION MEMBERSHIP**

14.1 The University recognises the Employee’s right to join a Union of their choice, and details of the University’s recognised trade unions are available from the Human Resources website or Human Resources.

1. **C****OLLECTIVE AGREEMENTS**

The terms of this Appointment are subject to collective agreements that are negotiated from time to time with recognised trade unions relating to pay and conditions.

1. **CONFIDENTIALITY**

16.1 The Employee acknowledges that in the course of the Appointment the Employee may have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 16.

16.2 The Employee shall not (except in the course of their duties), either during or after the termination of the Appointment, retain, use or disclose to any other person or organisation any Confidential Information.

16.3 This clause does not apply to the use or disclosure of information required by the University or required by law, which is already in or comes into the public domain other than through the Employee’s unauthorised disclosure in breach of this agreement, or to any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

16.4 If the University enters into a confidentiality arrangement with other organisations or individuals relating to any activity the Employee is responsible for directing or supervising, the Employee shall be informed of, and be required to comply fully with, such arrangement and shall inform other staff or students engaged in the activity of such arrangement.

1. **INTELLECTUAL PROPERTY**

17.1 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.

17.2 Subject to clause 17.3, the Employee 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 the Employee at any time during the course of the Employee’s 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 17.6 below the Employee acknowledges 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, the Employee agrees to hold them on trust for the University. The Employee agrees 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 or any Intellectual Property Rights.

17.3 Notwithstanding clause 17.2 and subject to clause 17.4, the University agrees that ownership of Inventions and all works embodying Intellectual Property Rights created outside the course of the Employee’s employment, including wholly private consultancy work, shall vest in the Employee 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 the Employee:

17.3.1 personal notes and annotations to teaching and learning materials created for personal use and reference in teaching;

17.3.2 theses or dissertations; and

17.3.3 scholarly works created to further the Employee’s academic career, such as journal articles, papers, study notes used to deliver teaching and books not commissioned by the University.

17.4 Subject to clause 17.3 above, the Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Employee has or will have in any existing or future works referred to in clause 17.2.

17.5 For the avoidance of doubt, rights in any underlying research or other Intellectual Property Rights arising in those items set out at 17.3.1 to 17.3.3 above shall remain the property of the University.

17.6 The Employee irrevocably appoints the University to be the Employee’s attorney in the Employee’s name and on the Employee’s behalf to execute documents, use the Employee’s 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.

17.7 As the author of a copyright work referred to in clause 17.2, the University grants to the Employee 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.

17.8 The Employee grants 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 17.3.1 to 17.3.3. For the avoidance of doubt, the licence granted in favour of the University in this clause 17.8 shall only apply to those materials set out in clauses 17.3.1 to 17.3.3 and shall not apply to any Inventions or Intellectual Property Rights which are created by the Employee outside the course of the Employee’s employment with the University.

17.9 The Employee agrees to comply with the University’s Intellectual Property Regulations as amended from time to time. The University’s Intellectual Property, Regulations, which are in the University Calendar, do not form part of this agreement and the University may amend them at any time. To the extent that there is any conflict between them and the terms of this agreement, this agreement shall prevail.

17.10 This clause shall be without prejudice to the Employee’s rights under the Patents Act 1977.

1. **VARIATION**

18.1 The University reserves the right to vary these terms and conditions of Employment through appropriate negotiation and consultation after which the Employee will be given four weeks’ notice in writing of any such variation.

18.2 Subject always to clause 18.1, no other variation to the terms of this agreement shall be effective unless it is in writing and signed by both parties.

1. **JURISDICTION**

The University and the Employee irrevocably agree that this agreement and any disputes or claims arising under it shall be governed by and construed in accordance with the law of England and Wales; and that the Courts of England and Wales shall have exclusive jurisdiction to settle any such disputes or claims.

1. **THIRD PARTY RIGHTS**

No person other than a party to this agreement may enforce any of its terms.

1. **DATA PROTECTION**

21.1 The Employee confirms they have read and understood the University’s data protection policy, a copy of which is available on the University’s website. A link to view a copy was provided in the Employee’s conditional offer. The University may change its data protection policy at any time and any changes will be updated on the website.

21.2 The Employee shall comply with the data protection policy when handling University information and personal data in the course of employment including personal data relating to any employee, student, contractor or visitor to the University.

1. **ENTIRE AGREEMENT**

22.1 Save for the polices listed below, this Agreement and its Schedules constitute the whole agreement between the University and the Employee, and supersedes and extinguishes all previous promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 The following policies are intended to form part of this Agreement:

22.2.1. Maternity Leave;

22.2.2. Shared Parental Leave;

22.2.3. Adoption Leave;

22.2.4. Paternity Leave; and

22.2.5. Parental Leave

By signing below I confirm that I understand and accept the Terms and Conditions and accept this offer.

.......................................................             ...........................................................  
For the University                                         Employee  
Dated  ................................................ Dated ................................................

Job Ref: «JOBREF»

Contract: LVL1-3.002

SCHEDULE 1 – Job Description