

## **2021-2022 General Regulations**

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## GR1 Your responsibilities as a student

1.1 Royal Holloway, University of London ("the College") expects you to act responsibly and to be accountable for your actions, both academic and non-academic. During Online Sign-up you agree to be bound by the College Statutes, Regulations and policies of the College as amended from time to time. These are listed below each relevant General Regulation for your information. All applicable College regulations are enforced under the Student Conduct Regulations, contravention of which may lead to termination of College registration or withdrawal of access to systems and facilities.

1.2 You are reminded that this responsibility extends to participation in College related activities off site, such as field trips, placements or years abroad. Likewise, behaviour in the local community that brings the College into disrepute or leads to statutory action may also result in College action under the Student Conduct Regulations.

1.3 Where a student is unwilling or unable to take reasonable steps to manage their behaviour College reserves the right to take appropriate action. Management of behaviour includes, but is not limited to, physical and mental health issues. If you encounter difficulties, you are encouraged to seek support from the College's support services.

1.4 You must take responsibility for your own finances and budgeting, seeking help from the relevant College and / or external funding support services as needed. This includes a responsibility to ensure your tuition fees, accommodation fees and other contractual payments are paid to the College on or before the invoice due date. Non-payment of fees may result in termination of registration or a requirement to leave your room in Halls. The Student Fee Regulations and the Tuition Fees Operational Guidelines state the terms and conditions relating to fee payment.

1.5 The Student Charter provides a summary of our aspirations for both students and staff which is designed to benefit and support the student experience. It is not intended to be a legally binding contract of terms and conditions. It is important that all prospective and current students familiarise themselves with the current published documents relating to their registration with the College.

1.6 The following regulations and policies are included:

Student Conduct regulations	UPDATED FOR 2021-22	<i>Outlines the procedures which will be followed where there are allegations of major or minor misconduct. Attention is particularly drawn to appendix 1 which outlines the types of behaviour which may be considered misconduct. This is not an exhaustive list.</i>
Student Fee Regulations	UPDATED FOR 2021-22	<i>Governs the payment and remission of tuition and residence fees. Includes action the College will take where there is non-payment.</i>
Tuition Fee Operational Guidelines	UPDATED FOR 2021-22	<i>This document contains guidance on the Tuition Fees charged and how they are calculated.</i>

**General regulations 2021 – 2022 (continued)**

Traffic and Car Parking Policy		<i>The Traffic and Car Parking policy applies to anyone bringing a vehicle onto campus. This includes the requirement to obtain and display a parking permit and penalty charge notices for non-compliance. Campus roads are considered public highways and UK traffic law applies.</i>
Alcohol, Drugs and Substance Use and Misuse Policy	UPDATED FOR 2021-22	<i>The College does not tolerate the abuse of alcohol, drugs or other substances. This policy outlines the action College will take where there are suspected or known instances of misuse.</i>
Dignity and Respect Policy (Students)	UPDATED FOR 2021-2022	<i>Outlines the College’s position on bullying, harassment and discrimination and procedures to follow in the event of an occurrence.</i>
Code of Practice on Freedom of Speech		<i>The College is committed to freedom of speech. You must not engage in behaviour that prevents, obstructs or disrupts the holding or orderly conduct of any meeting or other lawful assembly in the College.</i>
Procedure for the Invitation of External Speakers		<i>Procedure to be followed when inviting external speakers onto campus; supports the Code of Practice on Freedom of Speech.</i>
Intellectual Property and Commercial Partnering Policy	UPDATED FOR 2021-22	<i>May apply in limited circumstances, particularly to postgraduate research projects, where students create certain works in the course of their research.</i>

## **GR2 Attendance at College and Academic Regulations**

2.1 Students who have not interrupted their studies under the provisions in the Academic Regulations must enrol for each year of their studies by:

- (a) completing the Online Sign-up process;
- (b) providing relevant documentation to verify their identity and the right to study in the UK at the outset of the course and, where required, during their studies; and
- (c) registering chosen module options with their School/Department, where required.

2.2 To ensure that Enrolment and Registration is maintained with the College, students must also pay, or make arrangements acceptable to the College to pay, the tuition fees and any outstanding debts, as outlined in the Student Fees Regulations.

2.3 In the case of collaborative provision students may have these obligations (2.1 and 2.2) to the partner institution rather than the College.

2.4 Enrolment gives you the right to attend the classes and receive tuition or supervision for the modules for which you have registered. If you are not registered for a module you may not attend classes, submit work or access facilities for that module. Enrolment also grants access to relevant College facilities, subject to any particular arrangements as approved for visiting students and to other provisions outlined in these Regulations.

2.5 Enrolment must be completed within 21 days of the start of your course, however, your School may set an earlier deadline to enrol by not earlier than 14 days from the start of your course. Failure to enrol by the deadline relevant to your course, without prior approval and in the absence of medical or other good reason, will result in the termination of your registration. If, in exceptional circumstances re-admission is subsequently granted, a re-instatement fee of £300 will be payable. Exceptions will only be considered where Student Administration has been informed in advance in writing of any circumstances that prevent enrolment by the specified time. Student Administration and your school will review your circumstances to ascertain whether late enrolment is viable. You will not be permitted to commence your studies and/or enrol after this 21 day period, or 14 days if applicable to your School unless you have exceptionally been granted permission to enrol late by Student Administration or your School. If you do not enrol with the College you will not be entitled to use any College facilities, including the Computer Centre, College libraries, Campus Account facilities, the Students' Union, or attend lectures and seminars. If you are in receipt of sponsorship for a Student Route (Tier 4) visa, this will be curtailed (cancelled) in line with the College's obligations to UK Visa and Immigration.

2.6 It is a requirement of enrolment with the College that you should attend all scheduled classes, lectures and field trips, which this academic year may be face to face or online. Non-attendance, without authorisation, may result in disciplinary action from your School(s), culminating in termination of registration. The formal warning and termination process is outlined in the Academic Regulations (listed below). All enrolled full-time undergraduate students are expected to be easily contactable and able to attend scheduled teaching sessions. Undergraduate students who register to complete resits or First sits

**General regulations 2021 – 2022 (continued)**

that require them to sit a formal face to face examination during the summer vacation assessment period are expected to be easily contactable and able to attend campus during the summer vacation assessment period. Full time taught postgraduate students are normally enrolled for a full calendar year from September to September (but in the case of a limited number of courses it may be possible to enrol from January to January) and are expected to be easily contactable and able to attend scheduled teaching sessions throughout that calendar year.

2.7 In the case of absence through illness you must inform your School(s) as soon as possible. If the illness lasts for up to five days (excluding Saturdays and Sundays), you must notify your School by completing a notification of absence form that is available from your School(s) or online to self-certify your absence. If your illness results in an absence of more than five days (excluding Saturdays and Sundays) then you must consult your doctor or the Health Centre and obtain a medical certificate as well as submitting a notification of absence form. If an absence from College is required on other grounds, i.e. bereavement, you should speak to your Personal Tutor as soon as possible to clarify the reasons for non-attendance as well as submitting a notification of absence form. You should note that self-certification will not be deemed admissible as evidence to support academic appeals and requests for special consideration by examination boards.

2.8 If you are in receipt of a Student Route (Tier 4) visa you should be aware that non-attendance could result in your visa being withdrawn. It is a legal requirement for the College to report a student enrolled on a Student Route (Tier 4) visa who does not appear to be in attendance to UK Visas and Immigration (UKVI). Upon notification, UKVI will curtail your visa. Termination of registration due to a breach in Visa requirements is conducted independently of the College's formal warning process and is not open to appeal.

2.9 Students who have left the College prior to completing their degree course of study may request to be reinstated on the same course. Reinstatement requests will normally only be considered within 2 years of a student's leave date, following checks with relevant College departments, and where reinstatement of the record would not result in an interruption period of more than 2 years. Reinstatements are at the discretion of the Director of Student Academic Services, and are not guaranteed. Where a reinstatement request is approved, a reinstatement fee will apply which must be paid, in full, prior to the student record being reinstated. If a student has prior debt with the College, this must be paid in full before a reinstatement request will be considered. In respect of students requiring student visa sponsorship, in line with the College's obligation to UK Visa and Immigration your eligibility for sponsorship will be taken into account as part of the reinstatement process. Reinstatement requests are not permitted from students whose registration with College was discontinued for disciplinary reasons, including breach of visa conditions or academic failure.

2.10 The College recognises that many students undertake paid work to support their studies. However, full time students should not undertake more than 20 hours of paid work per week during term time as set out in the Academic Regulations (listed below). You should not undertake any paid work which may conflict with your responsibilities as a student of the College. The College will not accept claims that your study was adversely affected by a period of paid or unpaid work.

**General regulations 2021 – 2022 (continued)**

2.11 Students in receipt of a Student Route (Tier 4) visa should be aware that if the College suspects you are breaking the conditions of your permission to stay by working more hours than you are allowed to by your visa, then the College is obliged to inform the UKVI. This could result in your current immigration permissions being curtailed or future applications being refused. Termination of registration due to a breach in Visa requirements is conducted independently of the College's formal warning process and is not open to appeal.

2.12 Student Route (Tier 4) sponsored students only: If you request to change your degree course, the College reserves the right to refuse your request in line with Student Route (Tier 4) Immigration rules. If your request to change degree is approved you may be required to leave the UK to apply for a new Student Route (Tier 4) visa. You will be liable for any further costs incurred from this process. You must not attend the new programme until you receive confirmation that your request has been approved.

2.13 The following Regulations are included;

Undergraduate Regulations	UPDATED FOR 2021-22	<i>Regulations governing undergraduate courses (i.e. BA, BSc, LL.B, BMus, BEng, MEng, MSci), includes admission, assessment, progression requirements, consideration for awards and termination of registration.</i>
Postgraduate Taught Regulations	UPDATED FOR 2021-22	<i>Regulations governing taught postgraduate courses (i.e. MA, MSc, MMus, MRes), includes admission, assessment, progression requirements, consideration for awards and termination of registration.</i>
Research Degree Regulations	UPDATED FOR 2021-22	<i>Regulations governing postgraduate research courses (i.e. Masters by Research, MPhil / PhD and Professional Doctorates), includes admission, assessment, progression requirements, consideration for awards and termination of registration.</i>
Code of Practice for Research Degree Students and Supervisors	UPDATED FOR 2021-22	<i>Outlines the responsibilities of research students, their supervisory team and their academic Schools, generic skill requirements, leave and work opportunities.</i>
Regulations on Access Arrangements for Assessment	UPDATED FOR 2021-22	<i>Explains how students requiring special examination arrangements submit requests and evidence to support their request and how this will be considered.</i>

**General regulations 2021 – 2022 (continued)**

Regulations on the Conduct of Assessment	UPDATED FOR 2021-22	<i>Applies to the assessment of all awards made by the College, except MPhil, PhD, and MA/MSc by Research and examination of the thesis for the specialist doctorates which are governed by the Research Degree Regulations.</i>
Regulations on Academic Misconduct	UPDATED FOR 2021-22	<i>Explains what an assessment offence is and how they will be investigated. Serious or repeat offences may lead to termination of registration.</i>
Ratification and Revocation of Awards	UPDATED FOR 2021-22	<i>Outlines whether awards are made by University of London or Royal Holloway and Bedford New College.</i>
Fitness to Practice Policy and Procedures	UPDATED FOR 2021-22	<i>Applies to students registered on courses which lead to the award of a professional qualification in one of the regulated health or social care professions.</i>
Approval and Suspension of College Academic Regulations	UPDATED FOR 2021-22	<i>Outlines how academic regulations are approved and suspended.</i>

**GR3 Use of College facilities and property**

3.1 You are encouraged to use College facilities particularly in support of your academic studies. In doing so you are expected to treat the facilities and property with respect. Use of facilities may be subject to published terms and conditions of use and failure to abide by these terms and conditions may result in the withdrawal of the right to use the facilities. You are required to pay for damage you have caused to College property.

3.2 The following Regulations and policies are included:

IT Terms of Service

Library Regulations



#### **GR4 Maintenance of your personal information and College Communication**

4.1 You are responsible for ensuring your personal details are accurate and up to date on Campus Connect. This includes permanent and temporary changes of address. Any change of name must be reported to the Student Services Centre, supported by the required certification.

4.2 All personal data will be handled in accordance with the General Data Protection Regulation and any relevant UK legislation. Information on how to access copies of your personal information held by the College is available on the data protection web pages.

4.3 UK Visa holding students only. It is your responsibility to make sure you understand and meet the UKVI immigration requirements. The College is bound by UKVI requirements and is obliged to keep a copy of your passport, Biometric Residence Permit (BRP) or UK immigration status document and personal contact details.

4.4 Student Route (Tier 4) sponsored students only: In addition to 4.3, to protect and maintain your Student Route (Tier 4) status you must also keep the UKVI informed of any changes to your name and/or other personal circumstances. We, as a Student Route (Tier 4) sponsor, must provide information to the UKVI about you in certain circumstances and this may include your personal contact details. It is therefore vital that you keep your UK address, study location, personal email address and mobile telephone number up to date for UKVI compliance purposes.

4.5 College provides an email address free of charge, which is accessible both off and on campus. This address will be used routinely for communication with you, and you are required to check this email account at least once every day. Failure to check your College email accounts will not be accepted as reasons for non-compliance with College instruction.

4.6 You are responsible for keeping yourself informed of any requirements that are posted on official College noticeboards, and for collecting your mail regularly from notified collection points.

4.7 Individual communications sent from the College should be regarded as applying to that student only.

4.8 You will be provided with a College card which serves as proof of student status whilst on College property.

4.9 The following Regulations and policies are included;

College Card Policy	UPDATED FOR 2021-22	<i>Explains the conditions of the use of the College Card, including the Campus Account service. It also outlines how lost or stolen cards can be replaced</i>
Data Protection Policy	UPDATED FOR 2021-22	<i>Outlines how College meets the requirements of the Data Protection legislation</i>
Change of Name Policy	UPDATED FOR 2021-22	<i>Explains how students may change the name they have registered with the College</i>

## **GR5 Students' Union opting out**

5.1 As a registered full-time or part-time student you are automatically a member of the Students' Union (RHSU) unless you choose to opt out. If you decide not to be a member of RHSU you cannot stand for elective or appointed offices or vote in any election or meeting connected with RHSU. However, you may enjoy all the other rights and privileges associated with full membership as follows:

- a) Attend and speak at All Student Meetings,
- b) Make use of any services and facilities of SURHUL (i.e. our independent Advice Centre)
- c) Hold ordinary membership of clubs and societies recognised by RHSU, in accordance with their own constitutions
- d) Attend all RHSU committees as an observer where permitted by the Constitution and Regulations.

If you choose not to remain a member of the Students' Union, you may opt out by writing to the Students' Union's President at [president@su.rhul.ac.uk](mailto:president@su.rhul.ac.uk). The opt-out procedure is publicised in the SURHUL constitution and the Students' Union Code of Practice.

5.2 The following Regulations and policies are included;

Students' Union  
Code of Practice

*Required by law, the code explains how Council and SURHUL will ensure that the students' union operates in a fair and democratic manner and is accountable for its finances.*

## **GR6 Student health and safety**

6.1 While involved in College activities on or off campus it is the responsibility of students:

- To take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions
- To comply with College policies and procedures and with arrangements the College has in place to control health and safety risks, including any information, instruction or training provided to them
- To co-operate and comply with College policies and procedures, so far as is necessary, to enable any duty or requirement imposed upon the College by relevant statutory provisions to be performed or complied with
- To not, without the consent of the member of staff in charge of the area or activity, introduce any equipment for use on College premises, alter any fixed installations, alter or remove health and safety notices or equipment, or otherwise take any action which may create hazards for employees of the College or for persons using the premises
- Not to intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare in pursuance of any of the relevant statutory provisions
- To use any protective equipment provided and work in accordance with any safety procedures provided by the College in connection with any of its activities; and
- To report any incidents, accidents, unsafe conditions or work-related ill health which they become aware of to the person responsible for the area or activity.

6.2 In addition to the above the following restrictions apply:

- Fire detectors – covering or tampering with these devices puts lives at risk as it will delay the sounding of an alarm in the event of a fire. Never cover or tamper with a fire detector
- Drones - the flying of drones (of any size or weight) for recreational purposes and private use on land either owned or occupied by the College is prohibited
- Barbeques - students are not permitted to have barbeques on College premises. Barbeques are only permitted as part of an official College-sponsored or run event in agreement with the College Fire Safety Officer
- Fireworks – students are not allowed to let off any form of fireworks on College premises
- Firearms and offensive weapons - the possession or use of rifles, air pistols or other types of firearm or offensive weapon is strictly forbidden anywhere on College property
- College electrical equipment - all College electrical wiring and equipment is tested and checked at regular intervals. Any repairs or modifications must only be made by College electrical staff. Students should not undertake any modifications or repairs themselves as this may constitute a serious electrocution or fire risk. All faulty equipment should be reported immediately to the person responsible for the area or activity
- Personal electrical equipment - students are responsible for the electrical safety of any equipment they bring to the College and for any harm which may occur to anyone as a result of these items. Any equipment must be safe and comply with current European

**General regulations 2021 – 2022 (continued)**

electrical safety standards. The College retains the right of inspection and confiscation of equipment found to be unsafe or specifically prohibited under College rules

- Laser pointers and pens - must only be used as a pointing device for presentation purposes. Misuse, or use with malicious intent, has the potential for serious injury.
- Smoking - the Fire Safety Policy has specific prohibitions in respect of smoking in and around its buildings which must be complied with at all times

6.3 The following Regulations and Policies are included:

Health and Safety Policy	UPDATED FOR 2021-22	<i>Sets out the policies in place for the health and safety of the College community</i>
Fire Safety Policy	UPDATED FOR 2021-22	<i>The College's policy on fire safety, including smoking</i>
Laser Safety Policy		<i>Sets out the College's management arrangements for the use of lasers</i>

6.4 Failure to comply with the above requirements may be regarded as a breach of English law and / or College Regulations and may result in disciplinary action.

## **GR7 Exceptional changes to academic provision and facilities**

7.1 The College undertakes all reasonable steps to provide the academic courses and related services as set out in its prospectuses, course finder and other publications produced for the general guidance of prospective students. These publications were accurate at the time of publication and do not form part of any contract with you, your advisers or third parties. Should details of courses or services change following publication, the College will use all reasonable endeavours to draw this to your attention at the earliest possible opportunity.

7.2 Occasionally it may be necessary for the College to vary the content and delivery of courses or the teaching location, to discontinue, merge or combine courses, and to introduce new courses. Such changes may be necessary for the following reasons (which are not exhaustive): changes in the requirements of commissioning or accredited bodies, legislative changes, acts of government, changes to relevant theory or significant developments in practice, unavailability of suitably qualified staff, loss of funding, serious financial issues affecting the College or insufficient student numbers. The College endeavours to keep such changes and disruption to a minimum, but there is a possibility that changes may occur before or after admission. You will be informed as soon as possible of any substantial change which may affect your programme, and will be advised as to the impact and possible options for you to progress your study which may include transfer to another programme of study, withdrawal or transfer to another higher education provider where possible.

7.3 Except where otherwise expressly stated in writing, the College cannot accept liability or pay any compensation where its obligations to provide courses or facilities is prevented or affected by events it could not foresee and / or avoid. Examples include adverse weather or natural disaster, pandemic or other contagious disease, fire, interruption in power supplies or substantial systems breakdown. In any such event College will keep all affected students informed, and wherever possible will make alternative arrangements in order to provide the courses or facilities, for example, in alternative locations.

## **GR8 Student complaints**

8.1 The College hopes and expects that you will be satisfied with your experience at the College, and is always pleased to hear about particularly good aspects of your experiences. However, it is also recognised that there may be circumstances when you may not be satisfied. College publishes procedures which outline how you can lodge formal complaints about the College's provision of services or facilities and how these complaints will be investigated.

Student Complaints Procedure	UPDATED FOR 2021-22	<i>Explains how students can submit complaints about College facilities or services which have not been informally resolved.</i>
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<b>Approved by:</b>	Executive Board
<b>Date:</b>	06/07/2021



# Student Fee Regulations

**2021-22**

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## Introduction

1. The General Regulations for Students form part of the contract between students and Royal Holloway, University of London (the College). General Regulation 1.4 requires students to be responsible for their own finances, including the responsibility to seek help from College and or external funding services as required.
2. These regulations are required by General Regulation 1 in relation to student fees and debt management and specifically cover the collection of fees and charges payable for tuition, accommodation, and miscellaneous charges and fees.
3. Where the College has good reason to believe that a student is not intending to pay, or is not able to pay, the College will take action as outlined in these regulations.

## Definitions

4. The table below outlines the key terms used in these Regulations:

Academic Debt	Tuition fees or any tuition related debt
Accommodation	Contracted charges for rent within Royal Holloway halls of residence.
Additional Fees	Late payment charges, disciplinary fines, short term loans etc.
Tuition	The fee payable for the teaching, facilities, provision of services, standard materials relating to a programme of study
Additional Costs Related to Programme of Study	Any fees payable that relate to the programme of study and not covered under "tuition" above. E.g. additional fieldwork costs, specialist equipment, project costs, course specific costs

## Scope of these Regulations

5. These regulations apply to all students registered at the College.
6. These Regulations do not refer to:
  - a. Debt owed to Students' Union, Royal Holloway
  - b. Library costs, fees or charges

## General Principles

7. By enrolling on a programme of study with the College you agree to comply with the terms of these regulations.
8. It is recognised that on occasions students may encounter financial difficulties. Students are expected to take responsibility for their own finances, and as such are required to contact the Student Fees Office should they wish to request advice or support. College will be as supportive as possible where students have encountered difficulties, but must remain within the limits of these Regulations.
9. Academic related fees, including tuition fees, will be subject to appropriate sanctions for non-payment, which may include termination of registration as outlined in sections 38 to 46 of these regulations. Non-academic related fees, including accommodation fees, will be subject to sanctions appropriate to the invoice type as outlined in sections 47 to 55 of these regulations

## Tuition Fees

10. Royal Holloway charges annual tuition fees for standard undergraduate and postgraduate programmes. These fees are reviewed annually and subject to increase in line with inflation, up to a maximum of 5% for continuing students.
11. Tuition fees will be invoiced annually, usually by the start of the academic year, and a copy accessed via the Money Tab within the Campus Connect student portal. An email notification will be sent to the student's Royal Holloway email address only. Students with a personal fee liability are responsible for sending this invoice for payment to the payer e.g. parents, guardians, for settlement in accordance with these regulations.
12. Students are personally liable for tuition fees for the duration of their studies. This includes students who have a sponsorship or tuition fee loan via Student Finance (Student Loans Company, SLC). If the sponsor or SLC fail to settle the fees, or the payment is withdrawn, the student will be invoiced immediately for payment.
13. Student fee status is assessed during application and determined as either 'UK', 'EU' or 'International' based on information provided. The status of continuing students who initially enrolled with a status of 'UK/EU' will be changed to either 'UK' or 'EU' from 2021-22 onwards. Students may appeal the fee status decision before completing enrolment and should contact the Admissions Office for further advice. Details of the fee status process can be found [here](#). Decisions of the Admissions Office are final.

Enrolment is not permitted unless:

- a) the full year personal tuition fee liability is paid in advance of the start of the programme, or

- b) 50% of the full year personal tuition fee liability is paid in advance of the start of the programme, or
- c) confirmation of an approved sponsor is held by Royal Holloway, or
- d) the student is receiving an approved external or Royal Holloway scholarship to cover the full fee, or
- e) the student holds an approved tuition fee loan from Student Finance relating to the correct university, academic year, course and course year.

14. Students with tuition fees or sponsorship/tuition loan confirmation outstanding 21 days after the start of the programme may have their registration terminated in accordance with the ['Failure to Enrol'](#) policy.

15. **Foundation, Undergraduate UK Tuition Fees** may be funded via a tuition fee loan paid directly to Royal Holloway by the Student Loans Company (SLC). Applications for tuition loans should be made directly to Student Finance England for residents of England. Residents of Wales, Northern Ireland and Scotland should apply through Student Finance Wales, Student Finance Northern Ireland and the Student Awards Agency for Scotland. Full eligibility requirements can be found on the [Student Finance webpages](#).

16. The SLC will fund Foundation, and a first undergraduate degree for the number of years duration of the registered course plus one year only. Students will be required to 'self-fund' additional years of study.

17. Undergraduate resit fees must be paid prior to the examination(s) or prior to enrolment, whichever is the earlier. Students are not eligible for a tuition fee loan to cover resit fees.

18. Some additional costs, such as field trips and course specific costs may not be covered by the tuition fee and will not be eligible for a tuition fee loan. Payment of these additional fees must be made in advance as per the conditions of the department.

19. Fees for a year abroad are charged in accordance with OFS guidelines and are published annually.

20. Some departments may charge a bench fee to research students for additional materials, travel and fieldwork or equipment costs. Students will be notified of these additional fees via the department and the fee added to the student fees account. Separately invoiced bench fees must be settled in full at, or before, enrolment and are not eligible for deferred/instalment payment arrangements.

21. No tuition fee liability will normally be incurred for the main programme of study under the following circumstances:

- a. if Royal Holloway cancels the programme;
- b. if an applicant declines a place on the programme prior to the start of the academic year;

- c. if a student withdraws within three weeks of the start of a full-year programme (defined as the first day of the new academic session for undergraduate students), an administrative charge of £50 will be made.

## **Tuition Fee Payment Policies**

22. All self-funding undergraduate and postgraduate students have the following payment options;

- In full i.e. ensuring payment is made to Royal Holloway including any shortfall of payment relating to bank charges/deductions, before, or at, enrolment
- 50% before, or at, enrolment with the remaining 50% payable in the first week of the second term of the academic year. Standard instalment arrangements are only available on a personal fee liability greater than £2,000.

The Student Fees Office may, in exceptional circumstances, agree an extended repayment arrangement for tuition fee payment within the academic year. Evidence of approved funding support or income will be required to support a request for any non – standard repayment terms.

All accepted payment methods are detailed online. View the details [here](#). The College does not accept cash payments.

**Postgraduate students holding an approved Postgraduate or Doctoral Loan from Student Finance England** will receive the funds from the SLC into their bank account and will therefore need to arrange payment of their fees to Royal Holloway. Students intending to use the loan to pay fees must provide evidence of the approved loan to the Student Fees Office before enrolment and arrange a repayment plan in line with these regulations.

23. **Students funding their study via a Student Finance Tuition Fee Loan** must ensure an approved loan is in place prior to enrolment in the form of a Final Financial Notification Letter. Students may be asked to provide this notification during enrolment if Royal Holloway has not received electronic data in advance. Undergraduate tuition fee loan payments are made directly from the SLC to Royal Holloway. Students wishing to borrow less than the maximum tuition fee loan available will be required to pay their liability at enrolment, or a minimum payment of 50%.

**If a tuition loan has not been approved**, or the Student Fees Office believe that the student is not eligible for a loan for the forthcoming academic year, enrolment will be denied without full payment (or an agreed payment arrangement) to cover the full tuition fee for the enrolment year.

24. **Pre-sessional students** attending on campus or online are required to make full payment of the tuition fee specific to their pre-sessional programme prior to the start of their course. Payment of the tuition fee of the subsequent main degree programme is covered under paragraph 22 of these regulations.

25. **American Student Federal Loans/Federal Aid.** International students from the United States of America may opt to make payment of their tuition fees via a Federal Loan. This will be arranged via the International Funding Coordinator. Disbursements are made twice per year. Tuition and accommodation fees are deducted before any balance paid (to a UK bank account). Should the loan value fail to cover fees costs, e.g. due to currency fluctuations or loan approval limit, the student is liable for payment of the balance after each disbursement. Disbursement of US Student Federal Aid is subject to the regulations laid down by the US Department of Education.

26. **Sponsored students** funded by an overseas government, UK government agency, employer, official scholarship body or other approved organisation must present a letter of sponsorship prior to enrolment. An acceptable letter must be on the sponsor official headed paper and contain the following information;

- The name of the applicant.
- The name of the programme to be studied at Royal Holloway.
- The amount of the sponsorship being paid direct to Royal Holloway i.e. the full course fee.
- The period of sponsorship i.e. which academic years the funding relates to.
- The name and address or email address to which the invoice should be sent.

**Note:** students whose fees are paid by parents, guardians, family members or friends are considered self-funded.

27. **Postgraduate Research students** self-funding all, or part, of their tuition fees are required to make payment either at the start of the academic year for September/October commencements, or on the anniversary of their start date. For the latter, an invoice will be issued in advance of the anniversary with a due date to be observed.

Postgraduate research fees for students not commencing at the start of the academic year will be charged the rates prevailing at the start of their study year.

28. Research Students enrolling on a 4<sup>th</sup> Writing Up year will be charged a fee in accordance with their previous mode of study (full or part time). Submissions within the 4<sup>th</sup> year is eligible for a pro-rata refund.

29. Extensions agreed to the Writing Up year are charged as per the 4<sup>th</sup> year for a 6 month period –fees for more than 6 months is pro-rated for each additional month. Students required to resubmit their thesis will be charged a resubmission fee which covers an 18 month period.

## **Withdrawal, Interruption of Study and Termination of Registration**

Any changes in fee liability, due to requests to changes of study mode, will not occur until the formalities have been completed. View the process and access forms [here](#)

30. Students who withdraw will normally be liable for tuition fees as follows:
- a) withdrawals after the end of the third week of the first term and before the end of the 1st week of the 2nd term - the student is liable for 33% of the tuition fee
  - b) withdrawals before the end of the 2nd term -the student is liable for 66% of the tuition fee
  - c) withdrawals after the end of the 2nd term - the student is liable for 100% of the tuition fee

PELP students' liability will be as follows:

- a) Withdrawal within one week – £50.00 administration charge
- b) Withdrawal prior to completing half of the PELP programme – the student is liable for 50% of the PELP tuition fee
- c) Withdrawal after completion of over half of the PELP programme – the student is liable for 100% of the PELP tuition fee

**Note:** Separate liabilities and dates apply to the following:

- Modular taught programmes
- Postgraduate Research programmes

Contact: [Student Services](#) to confirm liabilities for the current year.

31. UK/EU undergraduate students eligible to hold a Student Finance tuition loan for fees at the time of withdrawal will be subject to the following liabilities:
- o withdrawals after the end of the third week of the first term and before the end of the 1st week of the 2nd term - the student is liable for 25 % of the tuition fee
  - o withdrawals before the end of the 2nd term -the student is liable for 50 % of the tuition fee
  - o withdrawals after the end of the 2nd term - the student is liable for 100% of the tuition fee

Students holding a SLC Tuition Fee Loan for the period of study should make repayment directly to the Student Loans Company.

32. Any previously agreed Instalment arrangements will be invalidated on withdrawal of study.

33. When a student is suspended or asked to leave the College under any Disciplinary Regulations, they will remain liable for the tuition fees due in relation to the Term they are dismissed from College, as per a Withdrawal from study as detailed from section 31 of this policy. If a student on a pre-sessional programme is suspended or asked to leave the College under any Disciplinary Regulations, they will remain liable for the tuition fees due in relation to their programme.

34. Where tuition fees have been paid via American Student Federal Aid, Royal Holloway may have to make a payment to the US Department of Education in line with refund rules in respect of Title IV funds for Foreign Schools. View the policy [here](#)

Where a deficit remains on the student's Fees Account with the College as a result of the application of these regulations, the student will be expected to reimburse the College in full within 28 days of being advised of the funding shortfall, or the date of the refund to the US Department of Education, whichever is later.

35. Students interrupting study will have a pro-rata fee calculation according to their level of study (undergraduate/postgraduate) and in accordance with the [interruption form guidelines](#). Any overpayment of tuition fee at the point of interruption is held on account and offset on resumption of study. If the invoice has been underpaid at the point of interruption, students will be required to settle these fees immediately and may not be settled on return.

**Note:** the rate of tuition fee will be charged at the rate set for the academic year on return to study and not that of the year of interruption.

36. Students who do not return from a period of interruption and subsequently withdraw will incur a withdrawal liability from the date of their original interruption of study. This will be subject to withdrawal liabilities as detailed above.

37. Where a student transfers to or from another institution within an academic year they may incur a personal tuition fee liability should the balance of a fee loan fail to cover the tuition fee invoiced (where a partial payment has been made to another institution).

## **Failure to Pay - Tuition and Tuition Related Fees**

38. Students who fail to pay fees in accordance with this policy will be reminded by the Student Fees Office once the tuition fee invoice, or agreement date, falls overdue. Initial contact is always made by email to their Royal Holloway email address.

39. A late payment charge of £50 will be applied to all invoices overdue **14 days** following the due date. *NB This fee will be waived during the Autumn term 2021-22.*

40. A further attempt will be made by the Student Fees Office to contact students. This contact may be made via email, telephone or letter (or a combination of these). Students will be given a further **7 days** to settle the invoice or arrange an acceptable, short term, repayment arrangement.

41. Students with tuition/tuition related fees remaining outstanding after this second communication will be subject to disciplinary action as below;

- a) Those students failing to make contact, or have failed to keep to an agreed suitable short term payment plan, with the Student Fees Office will be advised by the Student Fees Manager (or the nominated representative) that their access to College facilities are to be restricted and their academic department is to be notified that the student has failed to comply with the College regulations and faces disciplinary action. The department may be asked to provide an academic progress report. *NB Facilities restrictions will not be applied during the Autumn term 2021-22.*
- b) The Student Fees Manager (or the nominated representative) will submit a list of students to the Director of Academic Services (as per the [Student Conduct Regulations](#)) who will be asked to terminate the registration of the student with immediate effect.
- c) Lists may be submitted during the following periods;
  - i. Week 8 or 9 of the Autumn Term
  - ii. Week 8 or 9 of the Spring Term
  - iii. During the last week in July (postgraduate students only).
- d) A communication will be sent to the student advising them of the Director of Academic Services' decision.

42. Appeals against the termination of registration may only be made on the following grounds;

- a) That the termination was not in accordance with procedures set out in these regulations, or were contrary to natural justice.
- b) That fresh evidence can be presented, which was not available, or could not reasonably have been made available.

Students are expected to be aware of these and other College regulations. Claims that students were not aware of College regulations to which they have agreed during the enrolment process will not be considered valid reasons for appeal.

Appeals should be made within 5 working days from the date of the Termination notification on the Student Conduct Appeal form via the Legal and Compliance Directorate at [compliance@royalholloway.ac.uk](mailto:compliance@royalholloway.ac.uk)

Any appeals will be processed in accordance with the Major Misconduct Appeals Process as detailed in the [Student Conduct Regulations](#)

43. Students with tuition fee/tuition related debt will not be permitted to re-enrol/progress into another academic year until the debt is cleared in full.

44. Students with a tuition/tuition related debt will not receive degree certificates or official references from the university. Finalist students will be prevented from attending the graduation ceremonies with tuition or tuition related fee debt.



45. Royal Holloway will pass debtor accounts to a legal recovery agent, instructing them to commence formal recovery action - including court proceedings - if appropriate. This will result in additional costs being charged to the debtor and may have an adverse impact on their ability to obtain certain financial products.

46. Where a student has significant difficulties in a number of areas of their College life, debts may be taken into consideration and addressed as a whole.

## Accommodation and Additional Fees

47. Accommodation fees for Royal Holloway halls of residence are invoiced annually and payable termly in advance, usually in the first week of the billing period to which they relate. Due dates for payment are available in the Accommodation Contract and from the invoice found on the Money tab of Campus Connect.

48. Students who have previously defaulted on accommodation fee payments may be refused a further allocation to Royal Holloway halls of residence.

49. Consideration will only be given to the refund of accommodation fees when a room move has been approved and agreed as per the Accommodation Policy. View the policy [here](#)

50. Monthly accommodation fee arrangements are not normally permitted. Students struggling to meet accommodation fee obligations should contact the Student Fees Office to discuss repayment options.

## Other Fees

51. The Student Fees Office may raise invoices to student accounts that originate in another department. An email notification will be sent and the charge can be viewed and paid via the Money Tab of Campus Connect. The due date must be observed.

## Failure to Pay - Accommodation and Other Fees

52. Students who fail to pay fees in accordance with this policy will be reminded by the Student Fees Office once the invoice, or agreement date, falls overdue. Initial contact is always made by email to the 'your RHUL address email address'.

A late payment charge of £50 will be applied to all invoices overdue **14 days** following the due date. *NB This fee will be waived during the Autumn term 2021-22.*

At this time, a further attempt will be made by the Student Fees Office to contact students. This contact may be made via email, telephone or letter (or a combination of these).

53. Royal Holloway will take firm action against students failing to settle accommodation invoices. Failure to pay, without prior arrangement with the Student Fees Office, within **30 days**

of the invoice due date will result in eviction from the room. A 'notice to terminate contract' letter will be issued to the occupant giving 14 days to vacate. This does not remove previous liability for the accommodation fees.

If invoices remain overdue more than 30 days after the due date or once the 'notice to terminate' has expired, Royal Holloway will immediately pass accommodation/additional fee debts to a legal recovery agent, instructing them to commence formal recovery action - including court proceedings - if appropriate. This may result in additional costs being charged to the debtor and may have an adverse impact on their ability to obtain certain financial products.

54. Students with accommodation or additional fee debts after the end of the academic year must accept responsibility to clear all outstanding debt prior to the start of the new academic year or face delays completing enrolment until repayment made in full or a payment plan agreed with the Student Fees Office. A financial assessment may be carried out by the Finance and Funding Office.

55. Where a student has significant difficulties in a number of areas of their College life, debts may be taken into consideration and addressed as a whole.

## **Refund of Fees**

56. Applicant tuition deposits will only be refunded in line with the College's Admissions policy and procedures. View the policy [here](#)

57. Fee refunds occurring following withdrawal or interruption of study or for any other reason will only be actioned once the appropriate form has been completed by the student and department and processed into the student records system by Student Administration.

58. Refunds will be made to the original payer (this includes sponsors) and via the original method of payment. Refunds will not be issued in cash or by cheque. Any payments originating from these methods will be refunded by direct bank transfer. Any payments originating from the Student Loans Company will be reimbursed directly to the SLC.

59. Overpayments of fees will, in all cases, be offset against future due invoices held on the student's fee account before any refund will be considered.

60. Students may be asked for documentary evidence or confirmation of bank/payment card details to support a refund request. All refund requests should be made by email to the [Student Fees Office](#)

The Student Fees Office aim to process all refund requests between 5- 15 working days.

61. If tuition fees paid initially by the student are subsequently paid in full (as cleared funds) by another person or body, the refund will normally be made to the student

62. Any refund arising from a US Federal Loan will be administered in accordance within the US

Department of Education or loan provider guidelines. View the guideline [here](#)

63. At certain times, the Student Fees Office may initiate refunds on accounts where no further invoices fall due. Email notification will be sent to the student's Royal Holloway email address following the refund.

64. Royal Holloway reserves the right to offset overpayments on the student account against invoices due in the subsequent academic year.

### **Financial Effect of Course Closure**

65. Where the College closes a programme and moves students to an alternative campus or institution the College will consider reimbursing students. This will be determined on a case by case basis and will depend on the circumstances and in line with any mitigation offerings which will allow students to complete their period of study.

66. Re-imburement may be given in relation to the following:

- Additional travel/relocation costs to enable completion at an alternative College campus.
  - Additional travel/relocation costs to enable a student to transfer to complete at an alternative institution
  - Maintenance costs if a student is required to lengthen their period of study to enable them to complete the programme
- Continuation of an expected bursary for the remainder of the academic year

67. In the cases of a Course Closure students will be advised of the re-imburements claim process.

# Tuition fee Operational Guidelines 2021 / 22

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This document contains guidance on the Tuition Fees you will be charged and how they are calculated while studying at Royal Holloway, University of London. It should be read alongside your Offer Letter which contains links to the Terms and Conditions, Admissions Policy and the Student Fee Regulations (links are also available in section [10. Links](#)). This document will be reviewed regularly and updated as necessary.

## 1. Your Tuition Fees and how to pay them

### How do we calculate your fees?

Your Tuition Fees are calculated each year and are based on:

- Fee Status – Your fee status takes into consideration your residence and course start date. This varies depending on whether you're a UK resident, living in Europe (EU) or applying from outside the UK and the European Union (Overseas or OS). Admissions will make a decision on your fee status based on the information you give in your application. They may ask you to complete a fee status questionnaire to confirm this. If you think you've been placed on the incorrect fee status, contact [applicants@rhul.ac.uk](mailto:applicants@rhul.ac.uk) where admissions will require more information to reassess you.
- Mode of Attendance – This is whether you are studying full-time or part-time. If you are a studying part-time, your fees are 50% of the full-time applicable fee for each study year. If you are studying via Continuing Professional Development mode, please see [5. Tuition Fees for students studying via Continuing Professional Development \(CPD\) mode](#).
- Course Fee Band – Your Tuition Fees will change depending on the cost of your course. If you change your course during the year, you will be charged at the new rate for the whole year.
- Joint course – The fee charged depends on the course title.
  - Joint courses with an 'and' in the title are charged the higher cost of the two courses.

*Example: BA Music and English will be charged a Band B fee as English courses are in Band A but Music courses attract a Band B fee.*

- Joint courses including 'with' in the title are charged according to the fee band of the main course listed first in the title.

*Economics with Music will be charged a Band A fee as the main course is Economics which is Band A.*

### Tuition Fees deposits

#### EU or Overseas students – Confirmation of Acceptance for Studies (CAS) Deposits

EU or Overseas students are required to pay a £3,000 deposit by a specified deadline before a CAS letter can be issued. This applies to you if:

- You require a Student Route visa to study in the UK and
- You are not sponsored by a recognised organisation or not visiting via an established institutional partnership

#### Postgraduate Taught (PGT) Deposits

- Home applicants: £100 deposit to be paid as soon as possible to secure your place.
- Overseas applicants: £3,000 deposit to be paid as soon as possible to secure your place. If you need a CAS, you must pay this at least three months before the start of your course so that the CAS can be issued in time.
- Further information can be found on our [webpage](#)

#### Refund scheme for deposits

[Click here](#) for more information on the refund policy.

## Students who have funding from Student Finance England, Wales, NI or Scotland

Undergraduate & postgraduate students who qualify for funding from Student Finance England, Wales, NI or Scotland need to apply every year for funding – we advise applying approximately 6 months before your course starts to make sure you receive your maintenance and Tuition Fee loan in time for the start of your course. If you apply late for funding, you will be liable for your Tuition Fees until we receive confirmation of your funding being approved.

## College Scholarships & Bursaries

If you are awarded a scholarship for your tuition fees, this will be applied and depending on the amount of the award, the remaining balance will be shown on your Campus Connect account once you have fully enrolled.

For undergraduate students funded by the Student Loans Company (SLC), Royal Holloway will update your record with the SLC to reflect the actual balance owed. Students should not update the amount of tuition fee loan they wish to take directly with the SLC as Royal Holloway will make the relevant changes to your liability with the SLC.

Any changes to your account / SLC will be updated and communicated to you, normally, within five working days.

The links below provide further information:

[Undergraduate Scholarships and Bursaries](#)

[Postgraduate Taught Scholarships and Bursaries](#)

[Postgraduate Research Scholarships and Bursaries](#)

## Alumni discount

Royal Holloway graduates who apply for a postgraduate course will automatically get a discount on tuition fees – please visit our [website](#) for details.

- The alumni discount is made on the fee amount payable following any other reductions i.e. scholarships, early payment discount.
- The alumni discount is available on the tuition fees for the first year of study only, whether full or part time.
- The alumni discount cannot be used in conjunction with full fee waiver scholarship (including those with an additional cash award).
- The alumni discount cannot be applied to CPD courses.

## Staff discount

A complete or partial discount is available for permanent staff of Royal Holloway depending on the course of study taken.

Further information on the level of discount and the policy is available on our [website](#).

## EU Tuition Fee Reduction Scholarship

For eligible EU students starting their course with us in September 2021, we will award a fee reduction scholarship which brings your fee into line with the fee paid by UK students. This will apply for the duration of your course.

To receive the fee reduction scholarship, you must meet the following eligibility criteria:

- Be classified as overseas for fees purposes
- Be an EU national on 1 September before the start of the course

Recipients of the EU fee reduction scholarship are eligible to hold a second Royal Holloway scholarship.



Students that start their course with us after September such as EU Postgraduate Research students and EU Visiting Students and also meet the above criteria will be eligible for the EU Tuition Fee Reduction Scholarship.

For further information please see the [Tuition Fee Regulations](#)

### **How will discounts, scholarships and bursaries be applied to my account?**

Any discounts are applied to the fee amount payable following any other reductions i.e. scholarships, early payment discount.

*Example: If the course fee is £10,000 and the student qualifies for a £4,000 scholarship and the alumni discount, then the liability will be calculated as £5,100:*

*Liability = (Full Fee (10,000) – Applicable Scholarships (4,000)) minus the alumni discount (15%)*

Bursaries will be awarded at the end of each term and can only be awarded if you qualify, apply for Student Finance funding and have updated all of your details in Campus Connect. Please note that bursary awards can be delayed if any of the above information has not been completed. Please see our [FAQs](#) for more information.

### **What happens if I don't pay my Tuition Fees?**

**You have ultimate responsibility for the payment of your Tuition Fees.**

#### **Responsibility for payment**

You remain responsible for the Tuition Fees even where sponsorship agreements have been approved. The College will seek to recover Tuition Fees directly from you in cases where payment from other approved sources is not forthcoming. This means that you are liable to pay your tuition fees if we don't receive payment from your sponsor or third party by the due date.

#### **Non-payment of Tuition Fees**

If, for any reason, you are unable to pay your Tuition Fees by the date they are due, you should contact Student Fees ([student-fees@royalholloway.ac.uk](mailto:student-fees@royalholloway.ac.uk)). In cases of genuine difficulty, the University will take reasonable steps to support you, which may include agreement to payment by instalments or another payment plan arrangement.

The University reserves the right to take action against students who fail to pay their Tuition Fees, or make satisfactory arrangements to pay. Unless alternative arrangements have been agreed, Student Fees may withdraw your University IT access, which includes but is not limited to; removing access to MS Teams, Moodle and disabling your student ID card preventing your access to certain services on campus, for example the Library.

Should you continue to fail to pay your Tuition Fees or if you do not meet any agreed payment terms the University may, at its discretion (and where applicable following the appropriate process):

- Not permit you to re-register and/or withdraw you from the course of study;
- Not issue you with a final award certificate;
- Not permit you to attend the Graduation Ceremony; and/or
- Not be issued with any academic reference.

In addition, we may take legal action to recover unpaid Tuition Fees. This will involve the University referring you to legal debt recovery and/or external agencies to pursue payment. The University will also seek recovery of the costs associated with the legal process.

If you are in the UK under a Student Route visa, suspension of or withdrawal from your Course of study will result in Royal Holloway notifying UK Visa and Immigration (UKVI) and you will need to leave the UK. Your ability to apply for a new UK visa may be affected.

### Late Payment Charges

A late payment charge of £50 will be applied to all invoices overdue **14 days** following the due date.

### Tuition Fee increases for continuing students (“Transitional Fees”)

As a continuing student, your new year’s tuition fee will never be more than 5% of what you paid for the previous year. We’ll charge you what the new incoming students’ fee is for that year, and if that fee is over 5% of what you paid last year, we’ll cap the increase in cost at 5%.

*Example: An Overseas student started the BSc in Management with Human Resources in 2017/18 and was charged £15,600. For new Overseas 2018/19 students, the fee is £17,500 – as the fee increase from 2017/18 is more than 5%, Student A will be charged the 2017/18 fee plus a 5% increase, £16,380, for their second year in 2018/19.*

Repeating students will also have the costs of re-attending modules capped as per the above.

## 2. Tuition Fees for repeating & resitting modules

### Repeat fees

A repeating student is someone who has not been permitted to progress and is re-attending previously taken modules. Repeating students are charged on a pro rata basis according to the number of credits in the modules they are taking which is worked out as: (number of credits taken / full credit load) x applicable full-time fee.

*Example: A HEU student is repeating 3 modules of the BA Economics course in Year 3. Each of the modules is 30 credits so the student is taking 90 credits so the fee owed is:*

$$90 \text{ (repeating credits)} / 120 \text{ (full credit load)} \times \pounds 9,250 \text{ (full-time fee)} = \pounds 6,937.50$$

### Repeating and resitting modules

A repeating student who is in attendance for any modules, on a full-time or part-time basis, is not charged an examination fee for any other courses they intend to re-sit.

*Example: An Overseas student is repeating 4 modules of the BSc Psychology course in Year 2 and resitting 2 modules. Each of the modules is 15 credits so the student is repeating 60 credits and resitting 30 credits. As students are not charged for resits if they are repeating modules so the fee owed is:*

$$60 \text{ (repeating credits)} / 120 \text{ (full credit load)} \times \pounds 16,380 \text{ (full-time fee)} = \pounds 8,190$$

### Resit fees

Resit fees are payable by students not in full-time attendance who have to re-sit the assessment of one or more elements of a course (examination paper, report, oral, practical, essay, dissertation, project, or other form of coursework). Resitting students continue to have access to University facilities and are charged based on the number of credits of the modules they are resitting. Students granted First Sits or Uncapped resits as a result of extenuating circumstances will not normally be charged a fee.

The Resit fees for 21/22 are £105 per 15 credits and £140 per 20 credits. Modules with higher credits will be charged according to the charge listed e.g a 30 credit module is charged at £210 (£105 per 15 credits x 2). The maximum charge for resits will be capped at £460 (you may get charged more than this figure if you have chargeable resits in the May exam period and the Summer resit exam period).

Please note that resit fees are due to be paid at enrolment (**not** at the time of the exam) – undergraduates should pay at enrolment in September and postgraduates should pay by January before taking their exams.

### 3. Postgraduate Research Students and Guest Researchers

#### Early Submission of Thesis

If a research student submits their thesis before their submission deadline during their designated writing up year, they are entitled to a pro-rata refund, which is calculated according to the date of submission in relation to their submission deadline. The pro-rata refund does not apply to students who submit before their writing up period starts.

When candidates for research degrees have submitted their thesis for examination, they are required to 'sign-up' for the relevant session as they are being assessed and awarded under the College's regulations. If a research student submits within one month of starting their writing up year (or by 31 October if they have a standard September start of writing up year date), they are not required to pay any writing up fees for the up-coming academic year. No further fee will be charged unless they are required to resubmit their thesis in which case they are expected to pay a flat fee which covers their access to supervision and library facilities during the resubmission period.

#### Resubmission Fees

2021/22 Fees	Masters by Research	MPhil	PhD
Resubmission period	6 months	12 months	18 months
Resubmission without second viva	£135	£270	£330
Resubmission with second viva	£255	£510	£595

#### Bench Fees

Departments can exceptionally charge 'additional research costs' to research students where the proposed research entails the use of expensive equipment or materials or involves extensive travel or fieldwork costs. Departments must have the approval of the Deputy Principal for the proposed fee and must inform Student Administration of the approved fee. The prospective student must be informed in writing of his / her fee liability and payment terms prior to admittance to the University. Additional costs / 'bench fees' may, on occasion, be applicable to Postgraduate Taught students. In which case, the same approval process shall be followed as for Research students.

#### Extension Fees

If a research student has been granted an extension to their submission deadline through a suspension of regulations, they are liable for an extension fee. This extension fee may be waived at the discretion of the Dean of the Doctoral School:

- For extensions of up to one month: no fee
- For extensions of more than one month and up to six months: the fee for 2021/22 is £435
- For extensions over six months: the fee for 2021/22 is £435 for the first six months plus a pro-rata charge for each additional month.
- In the event of submission before the extension deadline you will not receive a pro-rata refund.

#### Guest Researchers

For information on fees and the process to become a Guest Researcher, please visit the [website](#).

## 4. Study Abroad and Year in Industry / Business Students

### Incoming Students

#### Erasmus students (TBC for 21 / 22 – this may become the Turing Scheme)

Fees are charged on Campus Connect to the student, but are covered under the Erasmus scheme and the student is not liable for any fees.

#### International Exchange students

Fees are charged on Campus Connect to the student, but there is often a partnership agreement with the home institution, so you may not be charged directly. If you are liable for any fees, this will be shown on your Offer letter.

#### Study Abroad students

Students who come to study at Royal Holloway outside of either the Erasmus or International Exchange agreements are classed as Study Abroad students. Fees will be charged as below (2021/22 academic year):

Length of study	Study Abroad / international exchange students UG	Study Abroad / international exchange students PGT	Study Abroad / international exchange students PGR
Full year	£17,700	£17,200	£16,300
Autumn term	£7,965	£7,740	£7,335
Spring & Summer terms	£9,735	£9,460	£8,965

### Outgoing Students - year spent on a student exchange, in industry or volunteering

Undergraduate fees for a student studying for a year abroad or for a year in industry are set as a percentage of the full-time fees applicable in that year as follows:

Fee status	Year out	Type	Fee
HEU	Erasmus exchange	Study	15%*
	Erasmus exchange	Work	15%*
	non Erasmus exchange	Study	15%
	non Erasmus exchange	Work	20%
	Year in Industry / Volunteering		20%
Overseas	Compulsory exchange	Study	20%
	Compulsory exchange	Work	20%
	non-compulsory exchange	Study	100%
	non-compulsory exchange	Work	100%
	Year in Industry / Volunteering		20%
<b>HEU students whose year abroad consists of two elements that are charged at different rates (e.g. Erasmus study plus non Erasmus work) are charged the lower of the two rates.</b>			

\*HEU students who pay £9,250 tuition fees and have an Erasmus year/Study Abroad sandwich year will have their fee capped at £1,385 (slightly less than 15%). For years in industry the capped fee for this group will be up to £1,850 (20%).

### Optional Placement Year – new from 2019

From 2019 entry, all undergraduate students will have the opportunity to apply to take an additional year out, spent studying abroad or in industry.. You take the year out after your second year (or third year if you are on an MSci or MEng course).

You will pay 20% of your usual fee for the year you are away from Royal Holloway.

### Postgraduate Taught students

Eligible Postgraduate Taught students who go on a year in industry pay Tuition Fees at a rate of 20% of the relevant course fee applicable in the year the industrial placement takes place.

*Example: A HEU student is on an MSc Data Science & Analytics with a Year in Industry course who is going on a Year in Industry in 2018/19. The fee will be 20% of the full course fee which is calculated as:*

$$£10,400 \text{ (full course fee in 2018/19)} \times 20\% = £2,080$$

### Postgraduate Research students

Eligible Postgraduate Research students who go on Erasmus and International Exchanges pay full Tuition Fees to Royal Holloway for the time spent abroad. Visit the [website](#) for more information on International Exchanges.

## 5. Tuition Fees for students studying via Continuing Professional Development (CPD) mode

Students who are studying Postgraduate Taught courses on a part-time basis over 3-5 years are considered to be CPD students. CPD students are charged for the credits they are taking in an academic year. The cost of the credits will be pro-rated according to the full-time fee applicable for that course in that academic year and rounded up to the nearest £5.

*Example: A HEU student on an MSc Information Security is taking 3 modules. Each module is 20 credits so the billing is worked out as:*

$$60 / 180 \text{ (full credit load)} \times £10,400 \text{ (full-time fee)} = £3,466.67 \text{ rounded up to } £3,470$$

This will mean that the overall cost of studying the course via CPD mode is slightly higher than studying it full-time in one year.

*Example: A student taking the MSc Information Security full-time in 2017-18 would be charged £10050. If the same student takes 3 years to study the MSc Information Security doing 60 credits every year, the cost would be as follows:*

$$2017/18 \text{ cost: } 60 / 180 \times 10,050 = £3,350 \text{ (rounded up)}$$

$$2018/19 \text{ cost: } 60 / 180 \times 10,400 = £3,470 \text{ (rounded up)}$$

$$2019/20 \text{ cost } 60 / 180 \times 11,300 = £3,730 \text{ (rounded up)}$$

$$\text{Total cost over 3 years} = £10,550$$

## 6. Audit and Extracurricular courses

- Students taking a course on an audit basis are not charged a fee in addition to their main course fee.
- Full-time students taking up to 30 credits worth of courses (or part-time students taking up to 15 credits worth of courses) over an academic year on an extracurricular or option basis are not charged an additional fee above their main course fee.
- However, repeating students who take additional new units on an extracurricular or option basis are charged on a pro-rata credit basis for such units:

*Example: A HEU student is repeating 2 modules of the BSc Physics course in Year 3 and wants to attend 2 extra-curricular modules. The repeat modules are 15 credits and the extra-curricular modules are 30 credits so the student is repeating 30 credits and attending 60 extra-curricular credits. The fee owed is:*

$$30 \text{ (repeating credits)} + 60 \text{ (extra-curricular credits)} / 120 \text{ (full credit load)} \times £9,250 \text{ (full-time fee)} = £6,937.50$$

## 7. Fee liabilities – Withdrawals and Interruptions

Please [click here](#) for forms and guidance on changing your study details.

### Withdrawals

Students who withdraw from their studies are liable to pay fees for the period that they have been registered prior to the withdrawal.

Please click on the link above to download the relevant forms – the forms will show what your tuition fee liability will be depending on your withdrawal date. Please note that there are different forms depending on whether or not you are funded by the SLC.

### Interruptions

Students who interrupt their studies are liable to pay fees for the period that they have been registered for prior to the interruption.

For students who are not funded by the SLC, when you interrupt your studies, an appropriate credit will be applied to your account in the years that you interrupt and return if required:

*Example: An Overseas student on a BA English interrupts their studies on 30 November 2018 for one year. From the interruption form, the liability will be 3 months. To calculate the liability:*

*£16,500 (full fee) / 9 (months in academic year) x 3 (months of liability) = £5,499.99*

*Interruption credits of £11,000.01 are added to the account (£16,500 – 5,499.99) for 2018/19 year.*

*When the student returns on 2 December 2019, £5633.33 worth of credits (3 months) will be applied and the balance of the full fee (£16,900) will be due.*

Please click on the link above to download the relevant forms. The forms will show what your tuition fee liability will be depending on your interruption date. Please note that there are different forms depending on whether or not you are funded by the SLC.

Please note that when you interrupt, any monies paid will be held on the account until you return or withdraw from your studies.

### Withdrawal after Interruption

If you do not return from the period of interruption and subsequently withdraw, the date of withdrawal is recorded as the start date of your interruption and the fee liability is calculated according to the relevant fee liability on the withdrawal form. Please note that this may mean that your liability may change.

### Refunds (if there is a balance)

If you are self-funded, you will need to contact Student Fees ([student-fees@royalholloway.ac.uk](mailto:student-fees@royalholloway.ac.uk)) to request a refund if there is a remaining balance.

For students who are funded by the SLC, we will contact them and update your record with them to reflect the actual balance owed.

## 8. Transfer in students

Where Home/EU students transfer directly to Royal Holloway (e.g. Year 1 in 2017/18 at a different institution and Year 2 in 2018/19 at Royal Holloway), students will be charged fees at the same level as the rest of their cohort. This must be a transfer to the same or similar course in order to remain on the same level. If a student withdraws from study and starts again in year 1 they will be charged at the same level as new students.

*Example: A HEU UG student with an original start date of 2015/16 (where students were charged £9,000), transferred into the second year at Royal Holloway in 2016/17, would be on £9,000 in second and third year, not £9,250.*

For SLC funded students who transfer in part way through the year, please note that your previous institution may claim part of your Tuition Fees for the year and you may have to pay the difference. Our Student Fees team will explain your liability when you enrol.

## 9. Appealing your Tuition Fee liability

All students are liable to pay their tuition fees. If there is an issue with the payment plan agreed, please contact Student Fees ([student-fees@royalholloway.ac.uk](mailto:student-fees@royalholloway.ac.uk)). If there is a query in relation to your tuition fee liability, please contact Student Administration ([student-administration@royalholloway.ac.uk](mailto:student-administration@royalholloway.ac.uk)).

If they are unable to resolve your query and it is deemed that you have a valid reason to appeal your tuition fee liability, then you will be issued a Tuition Fee Appeal Form. Please see below for the Tuition Fee Appeal Policy.

### Tuition Fee Appeal Policy

- Issues with Fee Status are dealt with by Admissions directly [applicants@royalholloway.ac.uk](mailto:applicants@royalholloway.ac.uk)
- This process cannot be used for issues relating to academic provision / strike action
- You must have a valid reason (please see below) to appeal your tuition fee liability

### When can you appeal?

The below is not an exhaustive list but appeals will only be considered where it is deemed that students have a valid reason.

- Where students have experienced compelling personal circumstances and have been adversely affected, leaving them unable to meet their Tuition Fee liability
- The College has provided the student or a third party with incorrect or misleading tuition fee information

### When can't you appeal?

- If you have an issue with how your Fee Status has been assessed. These queries are dealt with by Admissions who can be contacted at [applicants@royalholloway.ac.uk](mailto:applicants@royalholloway.ac.uk).
- If you have an issue with the quality of academic teaching / provision or any issue relating to strike action.
- Any issues not relating to your Tuition Fee liability.

### How to appeal?

- Please contact Student Administration ([student-administration@royalholloway.ac.uk](mailto:student-administration@royalholloway.ac.uk)) or Student Fees ([student-fees@royalholloway.ac.uk](mailto:student-fees@royalholloway.ac.uk)) with your query. If they aren't able to resolve your query, they will refer you to the Tuition Fee Appeal process.
- Please fill out all sections of the form and then return the form to your department or to Student Administration / Student Fees as advised.

### When I will I hear?

- Your form will be processed and you will receive a response within 15 working days.

Please note that the decision of the Tuition Fee Appeal panel is final.

## 10. Links to policy and regulations

Admissions Policy

<https://www.royalholloway.ac.uk/media/14872/admissions%20policy%202021.pdf>

Student Fee Regulations

<https://intranet.royalholloway.ac.uk/students/assets/docs/pdf/money/student-regulations-2021-final.pdf>



# Undergraduate Regulations

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- Appendix A: Integrated Foundation Year regulations

## ADMISSION TO THE COLLEGE

### 1. Admissions requirements

- (1) In order to be admitted as a student of the College, an applicant must:
  - (a) be at least 16 years of age on the published start date of the course;
  - (b) satisfy or be exempted from the General Entrance Requirements set out in the College Course Finder or in the case of collaborative provision set out in the equivalent document of the partner institution;

- (c) be demonstrably proficient in spoken and written English to the satisfaction of the College before commencing the course of study;
- (d) satisfy or be exempted from additional entrance requirements where prescribed for individual courses.

Qualifications presented for consideration must be in approved subjects, and there may be restrictions against the combination of certain overlapping subjects. An applicant who has already obtained an Honours Degree or an Integrated Masters Degree will only be admitted to a course which the College has judged to be sufficiently different from that already completed.

- (2) Applicants who do not possess the normal qualifications for entry or applicants with qualifications or credit at tertiary level, or other relevant qualifications or experience may be considered for admission under the provisions of Section 2.
- (3) Applicants will be asked to give details of any disability or Specific Learning Difficulty so that the College, or in the case of collaborative provision the partner institution, can advise them provisionally on the level of support available. Information provided for this purpose will play no part in assessing an application for admission to the College.
- (4) Applicants for admission to courses leading to the award of a professional qualification or membership of a professional body will be required to declare unspent and/or spent convictions as specified in the relevant course specification. The decision on whether to accept an applicant will be based firstly on academic requirements, and secondly on the risk posed to staff and students. Applicants admitted to such courses who have failed to disclose criminal convictions will be subject to disciplinary action as will those who fail to disclose any criminal convictions as required which arise during their course of study.
- (5) A contract is formed between the College and the applicant as soon as the offer of admission to the College has been accepted. Acceptance of an offer is expressly subject to the terms of this contract, which include the requirement that students will comply with the conditions of enrolment with the College. In the case of collaborative arrangements there may also be a contract between the partner institution and the applicant.
- (6) Any person, including students of other universities, may seek admission to the College as a Visiting Student to follow an agreed diet of modules which does not lead to an academic award. The rights of Visiting Students to attend classes, submit work for assessment and use College facilities will be stated either in an exchange agreement between the College and the student's home institution or in the student's formal offer of admission.

## **2. Recognition of Prior Learning**

- (1) In assessing an applicant who do not possess the normal qualifications for entry, the College will seek evidence that s/he:
  - (a) can study at the required level;
  - (b) has achieved the specific learning outcomes, including professional competencies and proficiency in spoken and written English, required for admission to the course;
  - (c) has a broad general education.

The College may set qualifying examinations where it is not satisfied that prior learning has been verified through reliable and valid assessment.

- (2) Applicants with accredited prior learning deemed acceptable to the College may be admitted directly to the second stage of a three or four stage undergraduate course of study, the third stage of an MSci or MEng course of study, or the first year of the two stage LLB (Senior Status) course of study.
- (3) Except in exceptional circumstances or as part of an institutional agreement applicants will not normally be considered for direct admission to the third stage of a three or four stage course.
- (4) The College will not consider applicants for direct admission to the final stage of an MSci or MEng course.
- (5) The College will consider the recognition of prior learning and the recording of such learning as exemption from part of a course subject to the following conditions:
  - (a) credit will be recognised only for learning which has been verified through reliable and valid assessment, unless otherwise specified as part of an institutional agreement;
  - (b) the College will only consider for the purposes of recognition of prior learning and exemption information on modules and examination results provided and certified by the appropriate officer at the institution responsible for the delivery of those modules;
  - (c) credit will not normally be recognised for learning undertaken over five years before the published start of the course at the College. Courses which are accredited by Professional, Statutory or Regulatory Bodies may place further restrictions on the recognition of prior learning;
  - (d) applications for recognition of prior learning will be considered in the context of approved modules and courses of the College. Applications for direct entry to the second stage of an undergraduate course of study are subject to approval by the relevant department, while other applications are subject to the approval of the Executive Committee for Assessment or the Head of School and the Academic Programmes and Partnerships Committee in the case of an institutional agreement. To this end:
    - (i) credit will only be recognised for learning in subjects and at a level appropriate to the course;
    - (ii) the modules and/or module assessment to be recognised, and the modules to be followed at the College, must together equate to an approved course in terms of the amount and level of work and the coverage of topics, including any mandatory elements.
- (6) Applicants who have already been awarded a Certificate or Diploma of Higher Education from the College and who wish to complete their undergraduate studies will be considered for admission subject to the following conditions:
  - (a) the award was not made as a result of failure to progress to the next stage of undergraduate study;

- (b) no more than five years has lapsed since award of the Certificate or Diploma of Higher Education was made.

Applicants will be required to surrender the Certificate or Diploma prior to the award of a higher qualification being made.

## **REGISTRATION AND ENROLMENT**

### **3. Registration**

- (1) To be eligible for registration as a student of the College, or in the case of collaborative provision by the partner institution a candidate must have applied for and been formally offered admission, and have satisfied the academic and other conditions of admission.
- (2) Registration with the College is subject to the following general restrictions:
  - (a) no student may normally register concurrently for more than one course for which the requirements of the final award have not been completed, unless special provision has been made in the course specification(s);
  - (b) no student may normally register concurrently as a student of another institution, unless s/he has been admitted as a Visiting Student or as part of an institutional agreement;
  - (c) Visiting Students may not register for courses which lead to an academic award.
- (3) Students who register with the College retain their registration status until they graduate, withdraw permanently from their course or have their registration terminated. Students are required to give notice in writing to the Director of Academic Services before withdrawing. In cases of collaborative provision students are also required to give notice in writing to the partner institution.
- (4) A student's registration with the College may be terminated at any time on academic grounds under the provisions of Sections 23 and 24.
- (5) Communications sent from the College, the University of London or in the case of collaborative provision from the partner institution, to an individual student must be regarded as applying to that student only.

### **4. Enrolment**

- (1) Save for the provisions of Section 7 (3), students must enrol each year by:
  - (a) completing the Online Sign-Up process;
  - (b) paying, or making arrangements acceptable to the College to pay the tuition fees and any outstanding debts, as outlined in the Fees Regulations;
  - (c) providing relevant documentation to verify their identity and their right to study in the UK at the outset of the course and, where required, during their studies.

In the case of collaborative provision students may have these obligations to the partner institution rather than the College.

- (2) It is a condition of enrolment that students agree to abide by and submit to the College Statutes, Regulations and Rules, as amended from time to time by the Academic Board and Council. Without prejudice to the generality of that statement, these include the academic regulations, the fee regulations, the library and computing regulations, arrangements for hearing appeals and grievances, codes of discipline, fitness to practice regulations, safety rules, and arrangements in respect of the Data Protection Act. In the case of collaborative provision students may be subject to additional statutes, regulations or rules and/or those statutes, regulations or rules in force at the partner institution. Failure to comply with any relevant statutes, rules or regulations may result in the termination of the student's registration with the College.
- (3) Enrolment gives students the right to attend classes, receive tuition or supervision and have access to relevant College facilities, subject to any particular arrangements as approved for Visiting Students and to particular arrangements set out in institutional agreements for collaborative provision.
- (4) The College, or partner institution in the case of collaborative provision, reserves the right not to enrol a student who arrives after the advertised dates without prior approval and in the absence of medical or other good cause deemed acceptable by the Director of Academic Services.
- (5) Students are enrolled on a full-time or part-time basis. In order to qualify for full-time status, students must follow modules to the value of at least 75 credits in that academic year.
- (6) The amount of paid work undertaken by a student enrolled with the College, or in the case of collaborative provision with a partner institution, on a full-time basis shall not exceed 20 hours per week during term time. No student may undertake paid work which may conflict with his/her responsibilities as a student of the College or partner institution.

## **AWARDS AND COURSES**

### **5. Nomenclature of awards**

- (1) The College awards the following degrees of the University of London:

#### *Honours Degrees*

Bachelor of Arts (BA)  
Bachelor of Music (BMus)  
Bachelor of Science (BSc)  
Bachelor of Science (BSc (Econ))  
Bachelor of Laws (LLB)  
Bachelor of Laws (Senior Status) (LLB) (Senior Status)  
Bachelor of Engineering (BEng)

#### *Integrated Masters Degrees*

Master in Science (MSci)  
Master of Engineering (MEng)

- (2) The College awards the following degrees of Royal Holloway and Bedford New College:

*Honours Degrees*

Bachelor of Arts (BA)  
Bachelor of Music (BMus)  
Bachelor of Science (BSc)  
Bachelor of Science (BSc (Econ))

*Integrated Masters Degrees*

Master in Science (MSci)

- (3) The College awards the following certificates and diplomas of Royal Holloway and Bedford New College:

*Higher Education Qualifications*

Certificate of Higher Education (CertHE)  
Diploma of Higher Education (DipHE)  
Graduate Certificate (GradCert)  
Graduate Diploma (GradDip)

*Foundation-level Qualifications*

College Certificate  
College Diploma

## 6. Structure of courses

- (1) Courses leading to the award of BA, BMus, BSc, BSc (Econ), LLB and BEng are aligned with the Framework for Higher Education Qualifications (FHEQ) level descriptors and are delivered in:
- (a) three stages, each comprising modules to the value of 120 credits: the second stage includes modules to the value of at least 90 credits at FHEQ Level 5 and the third stage includes modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5; or
- (b) four stages, each comprising modules to the value of 120 credits, except the third stage, which is devoted to extramural study and comprises either:
- (i) 30 credits, which for the purposes of award classification are normally counted in the fourth stage; or
- (ii) 60 credits, which for the purposes of award classification are counted in the second stage;  
and  
the fourth stage including modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5. In cases where a course is accredited the additional 30 credits referred to in (i) above may be counted towards the second stage of study;
- (c) four stages, each comprising modules to the value of 120 credits, with the first stage including modules to the value of 120 credits at FHEQ Level 3. The other stages follow the structure outlined in (a) and (b) above;

- (d) one third and final stage in the case of a top up Bachelors degree offered as part of an institutional agreement, comprising modules to the value of 120 credits, all of which are at FHEQ Level 6.
- (2) Courses leading to the award of MSci and MEng are aligned with the Framework for Higher Education Qualifications (FHEQ) level descriptors and are delivered in either:
- (a) four stages, each comprising modules to the value of 120 credits, the third stage including modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5, and the fourth stage including modules to the value of at 120 credits at FHEQ Level 7; or in one of (b) or (c);
  - (b) five stages, each comprising modules to the value of 120 credits, except the fourth stage which is devoted to extramural study and comprises 30 credits which for the purposes of the award classification are counted in the fifth and final stage. The third stage includes modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5, and the fifth and final stage includes modules to the value of 120 credits at FHEQ Level 7. In cases where a course is accredited the additional 30 credits may be counted towards the second stage of study;
  - (c) five stages, each comprising modules to the value of 120 credits, except the third stage which is devoted to extramural study and comprises 30 credits which for the purposes of the award classification are counted in the (penultimate) fourth stage. The fourth stage includes modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5, and the fifth and final stage includes modules to the value of 120 credits at FHEQ Level 7. In cases where a course is accredited the additional 30 credits may be counted towards the second stage of study.
- (3) The course leading to the award of LLB (Senior Status) is aligned with the Framework for Higher Education Qualifications (FHEQ) level descriptors and is delivered in two stages, each comprising modules to the value of 120 credits: the first stage includes modules to the value of at least 90 credits at FHEQ Level 5 and the third stage includes modules to the value of at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5.
- (4) Courses leading to the award of Certificate or Diploma are aligned with the Framework for Higher Education Qualifications (FHEQ) level descriptors and are delivered as follows:
- (a) for the CertHE, in one stage comprising 120 credits, of which at least 90 credits are at or above FHEQ Level 4;
  - (b) for the DipHE, in two stages each comprising 120 credits, the second stage including at least 90 credits at or above FHEQ Level 5;
  - (c) for the GradCert, in one stage comprising the assessment of at least 40 credits at FHEQ Level 6;
  - (d) for the GradDip, in one stage comprising 120 credits, including at least 90 credits at FHEQ Level 6 and having none below FHEQ Level 5;
  - (e) for the College Certificate and College Diploma, as stated in the course specification.

- (5) The course specification may place restrictions on the range of modules available on each stage of the course and will also stipulate whether a Fail outcome in these modules can be condoned for the purposes of progression or qualification for a specific field of study as follows:
- (a) mandatory modules which students must take at a specific stage and which are either designated as
    - (i) non-condonable, that is, which students must pass, be allowed or from which they must be granted exemption in order to progress onto the next stage or to qualify for a specific field of study;
    - (ii) condonable, that is, which students must take but do not have to pass in order to progress onto the next stage or to qualify for a specific field of study.
  - (b) optional/ elective modules which may be taken at a specific stage of a course. Fail outcomes in these modules can normally be condoned unless a Pass outcome is required to qualify for a specific field of study.
- (6) A student may take up to 60 credits across the period of study in subjects outside his/her course pathway on an extracurricular or intra-curricular basis, subject to the following conditions:
- (a) the choice of optional/ elective modules must be approved by the student's home department / school and the host department / school;
  - (b) where the optional/ elective modules are taken on an intra-curricular basis, the student's home department /school will determine how they will count towards the course and whether or not a Pass outcome is required to progress onto the next stage or to qualify for a specific field of study;
  - (c) optional/ elective modules to the value of no more than 30 credits may be taken in the final stage.
- (7) The College reserves the right to vary the content and delivery of courses, to discontinue, merge, or combine courses, and to introduce new courses if such action is reasonably considered to be necessary by the College. Such change may occur either before or after admission. Students will be informed, as soon as is practicable, of any substantial changes which might affect their course. The College will take steps to mitigate any disadvantage that may result from this.
- (8) The College aims to offer flexibility within courses. However, while every student will be able to take modules appropriate to the course for which s/he is registered, no timetable can guarantee that all options will be available to all students qualified to take them.

## **7. Period of study**

- (1) Students registered for a course leading to the award of CertHE, DipHE, GradDip, BA, BMus, BSc, BSc (Econ), LLB, LLB (Senior Status), BEng, MEng or MSci are normally expected to complete the requirements for each stage in one academic year of full-time study or two academic years of part-time study unless different requirements are approved as part of an institutional agreement.
- (2) The normal period of study for a course leading to the award of GradCert, College Certificate or College Diploma shall be stated in the course specification and shall not normally exceed three years.



- (3) The period of study shall normally be continuous. The Director of Academic Services may permit a student to interrupt his/her studies for up to 24 months on financial, medical or personal grounds on the recommendation of the student's Head(s) of Department. A student may only interrupt his/her studies for more than 24 months, whether consecutively or otherwise, with the permission of the Executive Committee for Assessment. Students who have interrupted their studies remain registered students of the College and subject to College Regulations, but do not have the right to attend classes, use College facilities, or receive tuition or supervision other than occasional access to tutors by arrangement. In the case of collaborative provision students who have interrupted do not have the right to access these and other related services provided by the partner institution.
- (4) Save for the provisions of Section 2, students on courses leading to the award of BA, BMus, BSc, BSc (Econ), LLB, BEng, MEng and MSci must normally follow at least two stages of the course, including the final stage, at the College.
- (5) Students on the LLB (Senior Status) course must follow both stages of the course at the College.

## **8. Transfer of course**

- (1) A student may transfer to another course at any stage subject to the following conditions being met before the point of transfer:
  - (a) the student must satisfy the normal conditions for admission to the new course;
  - (b) the student must satisfy the requirements in respect of mandatory modules and progression specified for each stage of the new course up to the proposed point of entry;
  - (c) the transfer must be approved by the department(s) or school(s) responsible for teaching the new course and that for which the student is currently registered.
  - (d) for students with Student Visa Route sponsorship a transfer may be refused in line with Student Visa Route Immigration rules.
  - (e) students may not attend a new course of study until their transfer request has been approved
- (2) The department(s) or school(s) responsible for teaching the new course will determine before the transfer those credits, exemptions and module outcomes which may be carried over from the student's previous course.
- (3) A student who does not satisfy the requirements of paragraphs (1) (a and b) above may transfer to another course of study, with the approval of the department(s) or school(s) concerned, and the Director of Academic Services and repeat the stage with a different diet of modules with a view to meeting the requirements at the end of the year. Where credits from the previous attempt at the stage are carried over the repeat will count as a second attempt at the stage. Credits for passed modules which can count towards the new course of study must be carried over. Credits which cannot count towards the new course of study must be excluded. Where no credits from the previous attempt at the stage are carried over, the repeat will count as a first attempt at the stage.
- (4) A student who is not permitted to continue with his/her course of studies on academic grounds, may be given permission to transfer, in the next academic year, to a similar or an entirely different course of study in the College at the discretion of the relevant department(s)/ school(s) and subject to the provisions in paragraphs (1-2) above and any others set by the relevant

department(s)/school(s). In such cases students will carry forward relevant credit and will have two attempts to pass the stage on the new course of study; however, any condonable fails from their original course of study will not be carried over as the student is deemed to be starting a new course of study.

## MODULES

### 9. Registration for modules

- (1) It is a requirement of enrolment with the College that a student registers for modules in accordance with procedures and deadlines published by the Director of Academic Services.
- (2) A student must normally register each year for modules to the full value and in the order stated in the course specification, subject to the following provisions:
  - (a) a student on a course leading to the award of CertHE, DipHE, GradDip, BA, BMus, BSc, BSc (Econ), LLB, LLB (Senior Status), BEng, MEng or MSci must normally register each year for modules to the value of 120 credits if enrolled on a full-time basis, or 60 credits if enrolled on a part-time basis, except during a period of extramural study or where other requirements are in place in the case of an institutional agreement;
  - (b) a student who is enrolled to repeat a stage of the course must register for modules to a value agreed with his/her Head(s) of Department;
  - (c) no student may register for modules to the value of more than 120 credits in any one academic year, excluding any modules taken on an extracurricular basis, entries to resit the module assessment under the provisions of Section 12: Part A (1) or entries to take a first sit in the module assessment under the provisions of Section 14 (5) (b).
- (3) A student may, with the agreement of his/her Head(s) of Department, register for modules taught elsewhere in the University of London up to the value of 60 credits within any stage of the course. In such cases, the student will be subject to the regulations of the other college or institute as well as those of Royal Holloway. This option may not be available to students on courses offered as part of a collaborative partnership.
- (4) A student may not register for a module s/he has previously taken and passed or which is deemed to overlap with any other module s/he has previously taken and passed.
- (5) By registering for a module, a student is also deemed to have entered him/herself for assessment in that module.
- (6) Visiting Students who are registered for a full academic year of study at the College must register for a minimum of 75 and a maximum of 120 credits over the course of the academic year. Visiting Students who are registered for either the autumn or the spring and summer terms of study at the College must register for a minimum of 45 and a maximum of 60 credits.

### 10. Attendance and submission of work

- (1) It is a requirement of enrolment with the College or a partner institution in the case of collaborative provision, that a student attends as far as reasonably possible all parts of the

module(s) for which s/he is registered and presents all set work for assessment within specified deadlines.

- (2) Where in the absence of a satisfactory and adequately documented reason a student has failed to satisfy the requirements for attendance or submission of work specified for one or more modules, the Head of School or an authorised nominee may terminate that student's registration for the course under the provisions of Sections 23 and 24. In addition, for students holding a Student Visa Route, the College has obligations placed on it to report non-attendance to UK Visas and Immigration and may terminate a student's registration without following the formal warning process in Section 24.
- (3) A student who is not registered for a module may not attend classes, submit work or access facilities for that module.
- (4) A student is expected to complete and submit for assessment all work specified for the module in the same academic year in which s/he is presented for assessment. Save for the provisions of Section 14 (5) (b and c) there is no provision for students to defer all or part of the assessment to a following year without repeating the entire module.

## **ASSESSMENT**

### **11. Methods and conduct of module assessment**

- (1) Methods of assessment will be determined in order to measure the specific learning outcomes of each module and will be communicated to students in the module specifications.
- (2) Special arrangements may be made in order for students with disabilities and/or specific injuries or conditions to undertake assessment in accordance with the [Regulations on Access Arrangements for Assessment](#).
- (3) Department Assessment Boards have discretion to use alternative methods of assessment to those stated in the module specifications for individual candidates, either when making exam access arrangements for students with registered disabilities, or when setting a resit or first sit assessment under the provisions of Section 12: Part A (3) and Section 12: Part B (3) and Section 14 (5)(b) respectively, subject to the following requirements:
  - (a) the alternative assessment must involve some additional assessment activity which constitutes a justifiable and efficient assessment of the intended learning outcomes;
  - (b) the alternative assessment must be scheduled so that a final outcome can be agreed by the School Progression and Awards Board which considers whether the student may progress or be considered for award classification;
  - (c) where alternative assessment arrangements are needed for students with registered or temporary disabilities, these must be submitted to the Executive Committee for Assessment for consideration;
  - (d) a full statement of the alternative method of assessment and the reasons for which it was used will be recorded in the minutes of the Department Assessment Board meeting.

- (4) Save for the provisions of paragraph (2) above, candidates may consult or use during an examination only those materials listed in the rubric for the examination. Candidates may be required to use materials or instruments provided by the College or, in the case of collaborative provision by the partner institution.
- (5) Assessment offences will be investigated in accordance with the [Regulations on Academic Misconduct](#)
- (6) All assessed work must be written in English unless instructions are given to the contrary. Dictionaries may not be used in formal examinations or in-class assessments for the purpose of enabling candidates to overcome any deficiencies in their command of English language.
- (7) All work submitted for assessment, and any materials confiscated during an examination, will remain the property of the College.

## **12. PART A: Entry for assessment and re-assessment - for students who first commenced their studies prior to September 2015**

- (1) Save for the provisions of Section 15 Part A (5), the School Progression and Awards Board will normally permit a student who gains an overall outcome of Fail in a module on the first attempt to:
  - (a) repeat the module and assessment, subject to availability, by registering a second (final) time in the next academic year. Such students will be required to satisfy afresh the module requirements in respect of attendance and submission of work. A student may be permitted to substitute the failed module only with another module at the same FHEQ level subject to the permission of the Course Lead. In such a case the attempt at the substituted module will be deemed a second attempt in line with paragraph (5) below;
  - (b) resit or resubmit any part of the module assessment not passed on the first attempt subject to availability and any resource constraints, by entering him/herself for assessment in that module a second (final) time without registering to attend the teaching for the module again. Except for the provisions of paragraphs (2) and (3) below, a student will be expected to resit or resubmit the assessment for modules in the next academic year after failing the first attempt.
- (2) Within the provisions of paragraph (1) above and save for the provisions of Section 15 Part A (5) where a student registered for a course leading to the award of BA, BMus, BSc or BSc (Econ), or MSci does not satisfy the criteria to progress onto the next stage of their course, the School Progression and Awards Board will normally offer the opportunity to resit or resubmit parts of the module assessment not passed on the first attempt prior to the start of the next academic year, subject to the following provisions:
  - (a) the student must have already passed, been allowed, or been granted exemption from modules to a value of at least 60 credits from the stage on which the student is currently registered;
  - (b) the student may only resit or resubmit the assessment from modules in which s/he has achieved a mark of at least 30% on the first attempt.

This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

- (3) Within the provisions of Section 14 and save for the provision of Section 15 Part A (5) where the School Progression and Awards Board has returned an outcome of First Sit (FS) or First Sit for Repeat/ Resit (FR), the student will be permitted to complete or resubmit any part of the module assessment which has been missed or where the standard of work has been severely affected at the first attempt subject to availability and any resource constraints, by entering him/herself for assessment in that module a second time without registering to attend the teaching for the module again. A student will normally be expected to complete or resubmit the assessment prior to the start of the next academic year.

Students who have First Sits are not required to meet the requirements in (2) (a) and (b) in order to be offered the opportunity to complete the missed assessment or resubmit the affected assessment prior to the start of the next academic year.

This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

- (4) Where a Visiting Student gains an overall outcome of Fail in a module, the School Progression and Awards Board will normally offer the opportunity to resit or resubmit parts of the module assessment not passed on the first attempt. The Department Assessment Board may approve an alternative form of assessment for these students, in line with the requirements of Section 11 (3).
- (5) Save for the provisions of Section 14, a student who gains an overall outcome of Fail in a module on the second attempt will not be permitted any further opportunity to resit or resubmit parts of the module assessment or to register to repeat the module for a third time.

## **12. PART B: Entry for assessment and re-assessment - for students who commenced their studies in or after September 2015**

- (1) Save for the provisions of Section 15: Part B (7) and (8), and (2 - 7) below, the School Progression and Awards Board will normally permit a student who gains an overall outcome of Fail in a module on the first attempt to:
  - (a) repeat the module and assessment, subject to availability, by registering a second (final) time in the next academic year. Such students will be required to satisfy afresh the module requirements in respect of attendance and submission of work. A student may be permitted to substitute the failed module only with another module at the same FHEQ level subject to the permission of the Course Lead. In such a case the attempt at the substituted module will be deemed a second attempt in line with paragraph (8) below;
  - (b) resit or resubmit any part of the module assessment not passed on the first attempt subject to availability and any resource constraints, by entering him/herself for assessment in that module a second (final) time without registering to attend the teaching for the module again. Except for the provisions of paragraphs (2 -5) below, a student will be expected to resit or resubmit the assessment for modules in the next academic year after failing the first attempt.
- (2) Within the provisions of paragraph (1) above where a student registered for a course leading to the award of BA, BMus, BSc or BSc (Econ), LLB, BEng, MEng or MSci does not satisfy the criteria to progress from the first to the second stage of their course, but has already passed, been allowed, or been granted exemption in a minimum of 60 credits, the School Progression and Awards Board will normally

- (a) condone a Fail outcome of between 30 and 39% at the first attempt up to a maximum of 30 credits, except in the case of the LLB where all modules must be passed for progression to the second stage; and
- (b) offer the opportunity to resit or resubmit parts of the module assessment up to a maximum of 30 credits failed on the first attempt prior to the start of the next academic year.

This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

- (3) Within the provisions of paragraph (1) above and save for the provisions of Section 15: Part B (7) and those below where a student registered for a course leading to the award of BA, BMus, BSc, BSc (Econ), LLB, BEng, MEng or MSci does not satisfy the criteria to progress from the second to the third stage of their course, has a cumulative pass over the first and second stages of at least 180 credits and has already passed, been allowed, or been granted exemption in at least 60 credits at the second stage, the School Progression and Awards Board will normally
  - (a) condone a Fail outcome of between 30 and 39% at the first attempt up to a maximum of 30 credits; and
  - (b) offer the opportunity to resit or resubmit parts of the module assessment up to a maximum of 30 credits from the second stage prior to the start of the next academic year.

This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

- (4) Within the provisions of paragraph (1) above and save for the provisions of Section 15: Part B (8) and those below where a student registered for a course leading to the award of LLB (Senior Status) does not satisfy the criteria to progress from the first to the final stage of their course and has already passed, been allowed, or been granted exemption in at least 90 credits at the first stage, the School Progression and Awards Board will normally offer the opportunity to resit or resubmit parts of the module assessment up to a maximum of 30 credits from the first stage prior to the start of the next academic year. This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.
- (5) Within the provisions of Section 14 and save for the provision of Section 15 Part B (7 and 8) where the School Progression and Awards Board has returned an outcome of First Sit (FS) or First Sit for Repeat/ Resit (FR) in line with the provisions of Section 14 (5b), the student will be permitted to complete any part of the module assessment which has been missed or resubmit any part of the module assessment where the standard of work has been severely affected at the first attempt subject to availability and any resource constraints, by entering him/herself for assessment in that module a second time without registering to attend the teaching for the module again. A student will normally be expected to complete or resubmit the assessment prior to the start of the next academic year.

Students who have first sits are not required to meet the requirements in (2) (a) and (b) or (3) (a) or (b) in order to be offered the opportunity to complete the missed assessment or resubmit the affected assessment prior to the start of the next academic year

This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

- (6) The School Progression and Awards Board will condone an outcome of Fail at the first attempt to permit progression or classification subject to the provisions in (a - i) below:
- (a) the Fail is not in a mandatory module which must be passed for progression or a specific field of study;
  - (b) the Fail outcome is between 30 and 39% for modules taken at the first or second stage of a course;
  - (c) the Fail outcome is between 0 and 39% for modules taken during the third stage of a four stage course which involves a compulsory period of extramural study, during the third stage of an MSci, the third stage of an MEng not accredited by the Institute of Engineering and Technology or the final stage of a three stage course;
  - (d) the Fail outcome is between 30 and 39% for modules taken during the third stage of an MEng accredited by the Institute of Engineering and Technology, subject to the student having achieved a cumulative pass in 330 or 345 credits across stages one to three;
  - (e) the Fail outcome is between 0 and 49% for modules taken during the final stage of an MSci or MEng not accredited by the Institute of Engineering and Technology;
  - (f) the Fail outcome is between 40 and 49% for modules taken during the final stage of an MEng accredited by the Institute of Engineering and Technology subject to the student having achieved a cumulative pass in 450 or 465 credits across stages one to four;
  - (g) no more than 30 credits may be condoned at the first stage;
  - (h) at the end of the second stage no more than 30 credits may be condoned across the first and second stages;
  - (i) no more than 30 credits may be condoned in the final stage; however, if the student has exceptionally been admitted to the final stage of a three or four stage course (see Section 6 (1b)), or to the third stage of an MSci or MEng in line with the provisions of Section 2 no fails can be condoned in the third stage;
  - (j) no more than 30 credits may be condoned across the three stages of a BEng accredited by the Institute of Engineering and Technology, or four stages if the student takes an extramural period of study on an intra-curricular basis;
  - (k) no more than 30 credits may be condoned across the four stages of an MEng accredited by the Institute of Engineering and Technology, or five stages if the student takes an extramural period of study on an intra-curricular basis;
  - (l) for students taking an extramural period of study on an intra-curricular basis any fail outcomes for modules achieved during such a period of study will not be taken into account for the purposes of determining progression.

- (7) Where a Visiting Student gains an overall outcome of Fail in a module, the School Progression and Awards Board will normally offer the opportunity to resit or resubmit parts of the module assessment not passed on the first attempt to students who are deemed to have fulfilled the attendance and submission requirements of the module in line with Section 13 (1). The Department Assessment Board may approve an alternative form of assessment for these students, in line with the requirements of Section 11 (3).
- (8) Save for the provisions of Section 14 (5 b), a student who gains an overall outcome of Fail in a module on the second attempt will not be permitted any further opportunity to resit or resubmit parts of the module assessment or to register to repeat the module for a third time.

### 13. Outcomes of module assessment

- (1) In determining each module outcome for a candidate the Department Assessment Board will take into consideration:
  - (a) whether the candidate has satisfied the attendance requirements stated in the module specification;
  - (b) whether the candidate has satisfied the assessment requirements stated in the module specification.
- (2) Save for the provisions of Section 13 (3 – 6) and Section 14, the Department Assessment Board will determine an outcome for each candidate, as follows:
  - (a) an outcome of Pass (P) with a percentage mark, recorded as an integer between 0% and 100% inclusive, will be returned where the candidate has gained a mark of 40% or above overall and in all elements of the assessment which carry an individual pass requirement or minimum threshold pass requirement for modules at FHEQ Levels 4, 5 and 6;
  - (b) for candidates who initially registered for a course leading to the award of an MSci or MEng in or after September 2013 an outcome of Pass (P) with a percentage mark, recorded as an integer between 0% and 100% inclusive, will be returned where the candidate has gained a mark of 50% or above overall and in all elements of the assessment which carry an individual pass requirement for modules at FHEQ Level 7 in the final stage of the MSci or MEng degree;
  - (c) an outcome of Fail (F) with a percentage mark, recorded as an integer between 0% and 100% inclusive, will be returned where the candidate has gained a mark of 39% or below overall or in any element of the assessment which carries an individual pass requirement;

Students entered to resit an assessment under the provisions of Section 12: Parts A and B shall not receive an overall percentage mark greater than 40% for that module.

- (3) Students registered to repeat a module under the provisions of Sections 12: Part A (1a) and 12 Part B (1a) of these regulations may receive an overall percentage mark of 40% or greater for modules at FHEQ levels 4, 5 and 6 and an overall percentage mark of 50% or greater for modules at FHEQ level 7 taken in the final stage of the MSci or the MEng in line with paragraphs (2b) and (2d) above.
- (4) In the absence of acceptable extenuating cause, late submission of work will be penalised as follows:



- (a) for work submitted up to 24 hours late, the mark will be reduced by ten percentage marks;
  - (b) for work submitted more than 24 hours late, the maximum mark will be zero.
- (5) Any work (written, oral presentation, film, performance) may not be marked beyond the upper limit set

The upper limit may be a word limit in the case of written work or a time limit in the case of assessments such as oral work, presentations, films or performance. In the case of presentations, films or performance these may be stopped once they exceed the upper time limit.

- (6) Subject to the provisions of Section 25 (1- 8), the outcomes of module assessment shall be final and binding on all candidates.
- (7) Marks and grades communicated to students during the academic year are subject to change and will have no formal status until they have been considered and decided upon by the appropriate Board(s) of Examiners.
- (8) Final marks and grades will be issued to candidates by the Director of Academic Services after they have been determined by the appropriate School Progression and Awards Board.

#### **14. Extenuating circumstances**

- (1) Where a student's performance in the assessment was affected by adequately documented extenuating circumstances, action may be taken during the academic year or may return alternative module outcomes as set out in the paragraphs below.
- (2) Where a student is unable to complete any part of the assessment by the deadline due to adequately documented extenuating circumstances, the student may submit a request: for permission to:
  - (a) extend the deadline in line with the Extensions Policy;
  - (b) take the assessment during the academic year: in such cases the Department Assessment Board will set an assessment, identical in format to the missed assessment (e.g. in-class test) to be taken during the academic year.
- (3) Where up to one third of the module assessment has been affected, and the student has otherwise demonstrated that the learning outcomes of the module have been met, the percentage mark achieved in the unaffected assessment will be proportionately scaled up to return an outcome for the whole module, in line with the provisions of Section 13 (2-4).
- (4) Where up to one third of the module assessment has been affected, and the student has not demonstrated that the learning outcomes of the module have been met, the School Progression and Awards Board may set additional work for the student to demonstrate the learning outcomes have been met. If demonstrated, the percentage mark achieved in the unaffected assessment will be proportionately scaled up to return an outcome for the whole module, in line with the provisions of Section 13 (2-4).

- (5) Where more than one third of the module assessment has been affected, and the student has otherwise demonstrated that the learning outcomes of the module have been met, the School Progression and Awards Board may:
- (a) return an outcome of Allowed (AL) for the whole module without a percentage mark, subject to a maximum of 90 credits across the course and no more than 60 credits within any one stage;
  - (b) return an outcome of 'First Sit (FS) with a percentage mark, recorded as an integer between 0% and 100% inclusive. This outcome may only be used where the first attempt at a piece of assessment is missed or where the standard of the completed assessment on the first attempt was severely affected by extenuating circumstances. A First Sit will enable the student to take or resubmit the affected assessment with the marks achieved in the unaffected assessment and those from the First Sit used to return an outcome for the whole module, in line with Section 13 (2). Students are not permitted to take or resubmit as a First Sit any piece of assessment not severely affected by extenuating circumstances. The School Progression and Awards Board will normally only be permitted to return an outcome of First Sit (FS) for a module on a maximum of two occasions as a student is only permitted three opportunities to complete a piece of assessment. In exceptional circumstances, the School Progression and Awards Board may make an application under s 4 of the *Approval and Suspension of College Academic Regulations* to allow for an additional attempt.
  - (c) return an outcome of 'First Sit for Repeat/ Resit' (FR) with a percentage mark, recorded as an integer between 0% and 100% inclusive, where a student is repeating or resitting a failed module and one or more pieces of assessment taken as part of the repeat/ resit is missed or where the standard of the completed assessment is severely affected by extenuating circumstances. A 'First Sit for Repeat/ Resit' (FR) will enable the student to take or resubmit the affected assessment with the marks achieved in the unaffected assessment and those from the first sit used to return an outcome for the whole module, in line with Section 13 (2). Students are not permitted to take or resubmit as a first sit any piece of assessment not severely affected by extenuating circumstances. The School Progression and Awards Board will only be permitted to return an outcome of 'First Sit for Repeat/ Resit' (FR) once for a module as a student is only permitted three opportunities to complete a piece of assessment. The mark for a 'First Sit for Repeat/ Resit' (FR) will be determined in line with the provisions of Section 13 (2) and (3) depending on whether the student's assessment for a resit or repeat was affected.

## PROGRESSION WITHIN COURSES

### **15: PART A: Conditions for progression to the next stage - for students first registered for undergraduate degree courses prior to September 2015**

- (1) The academic progress of students is subject to annual review by the School Progression and Awards Board. Subject to the provisions of paragraphs (2 - 7) below, any requirements in respect of academic progress shall be stated in the course specification.
- (2) A student enrolled on a part-time basis or those enrolled on collaborative courses may be required to repeat modules and/or resit module assessments under the provisions of Section 12: Part A (1-3) before registering for further modules within the same stage, where this is deemed appropriate in light of his/her academic performance.

- (3) In order to progress from the first to the second stage of a course leading to the award of DipHE, BA, BMus, BSc, BSc (Econ) or MSci, a student must:
- pass, be allowed or be granted exemption from modules from the first stage to the value of at least 90 credits;
  - pass, be allowed or be granted exemption from any modules denoted as mandatory for progression onto the second stage in the course specification.
- (4) In order to progress from the second to the third stage of a course leading to the award of BA, BMus, BSc or BSc (Econ), a student must:
- pass, be allowed or be granted exemption from modules from the second stage to the value of at least 90 credits at FHEQ Level 5;
  - pass, be allowed or be granted exemption from any modules denoted as mandatory for progression onto the third stage in the course specification.
- (5) Students registered for courses leading to the award of MSci must meet the following requirements at the first attempt to progress from the second stage to the third stage:
- pass, be allowed or be granted exemption from modules from the course to the value of at least 90 credits from each stage, with 90 credits at FHEQ Level 5 in the second stage ;
  - pass, be allowed or be granted exemption from any modules denoted as mandatory for progression in the course specification;
  - for progression from the second stage to the third stage, must achieve a Stage Average, calculated to two decimal places, of 50.00% or above;
  - for progression from the third stage to the fourth stage, must achieve a weighted Stage Average of 55.00% or above, calculated to two decimal places, with the second and the third Stage Averages calculated in accordance with the provisions of Section 18 (1):
- $$\frac{2 \text{nd Stage Average} + 2 \times (3 \text{rd Stage Average})}{3}$$
- (6) In order to progress from a compulsory stage of extramural study, a student must satisfy the requirements for the extramural study as set out in the course specification.
- (7) In order to progress from an extramural period of study undertaken on an intra-curricular basis, a student must meet the requirements for progression to the next stage of the course as in paragraphs (3-5) above.

**15. PART B: Conditions for progression to the next stage - for students first registered for undergraduate degree courses in or after September 2015**

- (1) The academic progress of students is subject to annual review by the School Progression and Awards Board. Subject to the provisions of paragraphs (2 – 10) below, any requirements in respect of academic progress shall be stated in the course specification.

- (2) A student enrolled on a part-time basis or those enrolled on collaborative courses may be required to repeat modules and/or resit module assessments under the provisions of Section 12: Part B (1 - 3) before registering for further modules within the same stage, where this is deemed appropriate in light of his/her academic performance.
- (3) In order to progress from the first to the second stage of a course leading to the award of DipHE, BA, BMus, BSc, BSc (Econ), BEng, LLB, MSci or MEng, a student must meet the requirements in (a) and either (b) or (c) below:
- (a) achieve a Stage Average, calculated to two decimal places, of 40.00% or above;
  - (b) pass, be allowed or be granted exemption from modules from the first stage to the value of 120 credits; or
  - (c) pass, be allowed or be granted exemption from modules to the value of between 90 – 105 credits and achieve a Fail outcome of at least 30% in the remaining credits. Any modules designated as mandatory (non-condonable) in the course specification must be passed with a mark of 40% or above.

Where students meet the requirements to progress from the first to second stage at the first attempt but have Fail outcomes as indicated in paragraph (c) above, the School Progression and Awards Board will condone these fails and offer students the opportunity to resit or resubmit the assessment for these modules only in the next academic year in line with provisions of Section 12: Part B (1b). Where students meet progression requirements at the second attempt, there will be no further opportunities to resit or resubmit the assessment unless the student has valid extenuating circumstances which impacted on their second attempt.

- (4) In order to progress from the second to the third stage of a course leading to the award of BA, BMus, BSc, BSc (Econ), BEng or LLB, a student must meet the requirements in (a) and either (b) or (c) below:
- (a) achieve a Stage Average, calculated to two decimal places, of 40.00% or above;
  - (b) pass, be allowed or be granted exemption from modules to the value of 240 credits from the first and second stage of study with passes in 90 credits at FHEQ Level 5; or
  - (c) pass, be allowed or be granted exemption from modules in the first and second stages of study to the value of between 210 and 225 credits with passes in 90 credits at FHEQ Level 5, and achieve a Fail outcome of at least 30% in the remaining credits over the first and second stages. Any modules designated as mandatory (non-condonable) in the course specification must be passed with a mark of 40% or above.

Where students meet the requirements to progress from the second to the third stage as indicated in paragraph (c) above, the School Progression and Awards Board will condone any Fail outcomes at the second stage and offer students the opportunity to resit or resubmit the assessment for these modules only in the next academic year in line with provisions of Section 12: Part B (1b). Fails which have been condoned at the first stage cannot be redeemed at the final stage.

- (5) In order to progress from the first to the final stage of a course leading to the award of LLB (Senior Status), a student must meet the requirements in (a) and (b) below:
- (a) achieve a Stage Average, calculated to two decimal places, of 40.00% or above;
  - (b) pass, be allowed or be granted exemption from modules to the value of 120 credits from the first stage of study. Any modules designated as mandatory (non-condonable) in the course specification must be passed with a mark of 40% or above.
- (6) Students registered for courses leading to the award of MSci or MEng must meet the requirements in (a) and either (b) or (c) below at the first attempt to progress from the second stage to the third stage:
- (a) achieve a Stage Average, calculated to two decimal places, of 50.00% or above;
  - (b) pass, be allowed or be granted exemption from modules to the value of 240 credits from the first and second stage of study with passes in 90 credits at FHEQ Level 5; or
  - (c) pass, be allowed or be granted exemption from modules in the first and second stages of study to the value of between 210 and 225 credits with passes in 90 credits at FHEQ Level 5 and achieve a Fail outcome of at least 30% in the remaining credits over the first and second stages. Any modules designated as mandatory (non-condonable) in the course specification must be passed with a mark of 40% or above.

Where students meet the requirements to progress from the second to the third stage as indicated in paragraph (c) above, the School Progression and Awards Board will condone any Fail outcomes at the second stage and offer students the opportunity to resit or resubmit the assessment for these modules only in the next academic year in line with provisions of Section 12: Part B (1b). Fails which have been condoned at the first stage cannot be redeemed at the third stage through repeating the modules or resitting or resubmitting failed components.

- (7) Students registered for courses leading to the award of MSci or an MEng not accredited by the Institute of Engineering and Technology must meet the requirements in either (a) or (b), and also (c) below at the first attempt to progress from the third to the fourth stage:
- (a) pass, be allowed or be granted exemption from modules to the value of 360 credits from the first three stages of study with passes in 90 credits at FHEQ Level 6;
  - (b) pass, be allowed or be granted exemption from modules from the first three stages of study to the value of at least 300 credits with a Fail outcome of at least 30% in a maximum of 30 credits over the first two stages. Any modules designated as mandatory (non-condonable) in the course specification must be passed;
  - (c) achieve a weighted Stage Average of 55.00% or above, calculated to two decimal places, with the second and third Stage Averages calculated in accordance with the provisions of Section 18 (1) :

$$\frac{2\text{nd Stage Average} + 2 \times (3\text{rd Stage Average})}{3}$$

3

(8) Students registered for courses leading to the award of an MEng accredited by the Institute of Engineering and Technology must meet the requirements in either (a) or (b), and also (c) below at the first attempt to progress from the third to the fourth stage:

- (a) pass, be allowed or be granted exemption from modules to the value of 360 credits from the first three stages of study with passes in 90 credits at FHEQ Level 6;
- (b) pass, be allowed or be granted exemption from modules from the first three stages of study to the value of at least 330 credits with a Fail outcome of at least 30% in a maximum of 30 credits over the first three stages. Any modules designated as mandatory (non-condonable) in the course specification must be passed;
- (c) achieve a weighted Stage Average of 55.00% or above, calculated to two decimal places, with the second and third Stage Averages calculated in accordance with the provisions of Section 18 (1) :

$$\frac{2\text{nd Stage Average} + 2\text{x (3rd Stage Average)}}{3}$$

3

(9) In order to progress from a compulsory stage of extramural study, a student must satisfy the requirements for the extramural study as set out in the course specification.

(10) In order to progress from an extramural period of study undertaken on an intra-curricular basis, a student must meet the requirements for progression to the next stage of the course as in paragraphs (5, 7, 8 and 9) above.

## 16. Failure to progress

(1) Save for the provisions of paragraphs (4) – (6) below, a student who fails to meet the requirements for progression to the next stage of the course must either:

- (a) enrol with the College on a full- or part-time basis in order to repeat modules in accordance with Section 12 : Part A (1a) or Section 12: Part B (1a)(such students may additionally enter to resit or resubmit the assessment for modules in accordance with Section 12: Part A (1b) or Section 12: Part B (1b) or take First Sits in line with Section 14 (5b);
- (b) resit or resubmit the assessment for modules in accordance with Section 12: Part A (1b) or Section 12: Part B (1b) or take First Sits in line with Section 14 (5b) without enrolling with the College;
- (c) request a change of course of study.

(2) Students are expected to seek and take into serious account the advice of their department(s) / school(s) when deciding a course of action after failing to progress.

(3) Save for the provisions of Section 16 (5 - 6), a student registered for a course leading to the award of MSci or MEng who fails to meet the requirements for progression from the second to the third stage at the first attempt will be transferred to a course leading to the award of BSc or BEng, respectively and be required to select an option from Section 16 (1 a-b).

- (4) Save for the provisions of Section 16 (5- 6), a student registered for a course leading to the award of MSci or MEng who fails to meet the requirements for progression from the third to the fourth stage at the first attempt will be considered for the award of BSc or BEng, respectively.
- (5) A student who fails to satisfy the requirements of a compulsory stage of extramural study may at the discretion of the examiners and subject to any conditions stated in the course specification be:
  - (a) allowed a further attempt at the stage;
  - (b) set further requirements to be met before the end of the period of study;
  - (c) required to transfer to a different course under the provisions of Section 8.
- (6) A student who fails to satisfy the requirements for progression following a period of extramural study taken on an intra-curricular basis may be allowed a further attempt at the stage by repeating the year in attendance.
- (7) The School Progression and Awards Board may terminate a student's registration with the College for failing to satisfy the requirements for progression to the next stage of his/her course under the provisions of Section 23 (4).
- (8) Students first registered with the College in or after September 2015, will have their registration terminated by the School Progression and Awards Board if they have been permitted to resit or resubmit parts of the module assessment prior to the start of the next academic year in line with the provisions of Section 12: Part B (2-4) but fail to meet the requirements for progression to the next stage after such resits or resubmissions.

## **CONSIDERATION FOR THE AWARD**

### **17. Consideration for the award**

- (1) Save for the provisions of paragraph (11) below, students will be considered for the award in the year in which they complete the course. A student may not submit any further work for assessment after that point unless the examiners determine that s/he has not met the requirements for their registered field of study/ award.
- (2) Save for the provisions of Section 17 (6) , to qualify for consideration for the award of BA, BMus, BSc or BSc (Econ) a student first registered prior to September 2015 must:
  - (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) pass, be allowed or be granted exemption from at least 270 credits, at least 90 of which must be from the final stage and at FHEQ Level 6;
  - (c) gain a Final Average of 35.0% or above.
- (3) Save for the provisions of paragraph (11) below, to qualify for consideration for the award of a three stage BA, BMus, BSc, BSc (Econ), LLB or BEng (see Section 6 (1a)) a student first registered in or after September 2015 must:

- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) pass, be allowed or be granted exemption from at least 300 credits, at least 90 of which must be from the final stage and at FHEQ Level 6, with Fail outcomes of at least 30% in no more than 30 credits over the first and second stages or for a BEng accredited by the Institute of Engineering and Technology pass, be allowed or be granted exemption from at least 330 credits, at least 90 of which must be from the final stage and at FHEQ Level 6 the BEng Fail outcomes in no more than 30 credits over the first, second and third stages;
  - (c) gain a Final Average of 35.0% or above.
- (4) Save for the provisions of paragraph (11) below, to qualify for consideration for the award of a four stage BA, BMus, BSc, BSc (Econ), BEng or LLB (see Section 6 (1b)) a student first registered in or after September 2015 must:
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) pass, be allowed or be granted exemption from at least 300 credits, or 330 credits in the case of a BEng accredited by the Institute of Engineering and Technology, at least 90 of which must be from the final stage and at FHEQ Level 6, with Fail outcomes of at least 30% in no more than 30 credits over the first and second stages taken prior to the period of extramural study. Fails in up to 60 credits for the period of extramural study may be condoned for the award in line with requirements set out in the relevant course specification;
  - (c) gain a Final Average of 35.0% or above.
- (5) To qualify for consideration for the award of the LLB (Senior Status) student must:
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) pass, be allowed or be granted exemption from 240 credits, at least 90 of which must be from the final stage and at FHEQ Level 6;
  - (c) gain a Final Average of 35.0% or above.
- (6) To qualify for consideration for the award of a BA, BMus, BSc, BSc (Econ) or LLB where the student has exceptionally been admitted to the final year of study as a direct entrant or as part of an institutional agreement a student must:
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) pass or be allowed 120 credits at the final stage and at FHEQ Level 6;
  - (c) gain a Final Average of 40.0% or above.
- (7) Save for the provisions of paragraph (11) below, to qualify for consideration for the award of MSci or MEng not accredited by the Institute of Engineering and Technology a student must meet the provisions of (a) and (b) and one of (c) – (d):



- (a) complete the module and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) gain a Final Average of 35.0% or above;
  - (c) pass, be allowed or be granted exemption from modules from the course to the value of at least 360 credits, at least 90 of which must be from the final stage and at FHEQ Level 7 and at least 30 of which must have been taken in respect of project work, where the student first registered for the course in or after September 2010;
  - (d) pass, be allowed or be granted exemption from modules from the course to the value of at least 390 credits, at least 90 of which are from the final stage and at FHEQ level 7, and at least 30 of which must have been taken in respect of project work, and where Fail outcomes have been condoned in up to 30 credits over the first two stages and in 30 credits at the third stage, where the student first registered for the course in or after September 2015.
- (8) To qualify for consideration for the award of an MSci where the student has exceptionally been admitted to the third stage of study a student must:
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) gain a Final Average of 35.0% or above;
  - (c) pass, be allowed or be granted exemption from modules from the course to the value of at least 210 credits, at least 120 of which are from the third stage and at FHEQ level 6, at least 90 of which are from the final stage and at FHEQ level 7, and of these 90 at least 30 of which must have been taken in respect of project work. Fail outcomes can condoned in up to 30 credits at FHEQ level 7 in the final stage of the course.
- (9) Save for the provisions of paragraph (11) below, to qualify for consideration for the award of MEng accredited by the Institute of Engineering and Technology a student must meet the provisions of (a–c):
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;
  - (b) gain a Final Average of 35.0% or above;
  - (c) pass, be allowed or be granted exemption from modules from the course to the value of at least 450 credits, at least 90 of which are from the final stage and at FHEQ level 7, and at least 30 of which must have been taken in respect of project work, and where Fail outcomes have been condoned in up to 30 credits over the first three stages (fails of 30% and above), or in 30 credits at the final stage (fails of 40% and above).
- (10) To qualify for consideration for the award of an MEng where the student has exceptionally been admitted to the third stage of study a student must:
- (a) complete the course and satisfy the requirements on attendance and submission of work for constituent modules;

- (b) gain a Final Average of 35.0% or above;
  - (c) pass, be allowed or be granted exemption from modules from the course to the value of at least 210 credits, at least 120 of which are from the third stage and at FHEQ level 6, at least 90 of which are from the final stage and at FHEQ level 7, and of these 90 at least 30 of which must have been taken in respect of project work. Fail outcomes can be condoned in up to 30 credits (fails of 40% and above) at FHEQ level 7 in the final stage of the course.
- (11) A student who has completed the course, but through illness or other grave cause judged sufficient has not met the other requirements of paragraphs (2, 3, 4, 7 and 9) above, may be considered for the award of an Aegrotat degree without distinction or class, provided the examiners are satisfied that s/he would be unlikely to meet the requirements in future and would otherwise have reached the standard required to qualify for the award of the degree. The Executive Committee for Assessment will normally consider such cases not later than the end of the academic year in which the student was last entered for examination. Once a student has been awarded an Aegrotat degree, s/he may not subsequently enter examinations with a view to gaining a classified degree.
- (12) Candidates registered for courses leading to the award of BA, BMus, BSc, BSc (Econ), LLB, LLB (Senior Status), BEng, MEng and MSci, who do not satisfy the award requirements, will be considered for the award of intermediate qualifications as follows, unless prevented by the course specification:
- (a) the award of CertHE to students who do not complete the second stage of the course, but who pass, are allowed or are granted exemption from 120 credits, including at least 90 credits at FHEQ Level 4 or above;
  - (b) the award of DipHE to students who do not complete the third stage of the course, but who pass, are allowed or are granted exemption from 120 credits at FHEQ Level 5 or above;
  - (c) the award of BSc or BEng to students who do not complete the fourth stage of a course leading to the award of MSci or MEng respectively, using the formula set out in Section 19 (2).
- (13) Any award requirements additional to those in paragraph (11) above will be stated in the course specification.

## **18. Calculation of final marks for a module, the Stage Average and the Final Average**

- (1) The following principles shall apply with respect to the recording of marks and calculation of Stage Averages and the Final Averages:
- (a) In cases where the summative assessment for a module is split into separate components, the marks for each component will be recorded as an integer between 0% and 100% inclusive;
  - (b) The final mark for each module will be calculated from component marks and recorded as an integer between 0% and 100% inclusive;

- (c) Any values of 5 or above will be rounded up and any value of 4 or below will be rounded down, e.g. 0.35 would be rounded to 0.4 and 0.74 would be rounded to 0.7 when calculating to one decimal place;
  - (d) Where appropriate for the subject discipline and in cases where a component of assessment has been compromised as the result of a procedural irregularity or the range of marks significantly fails to match student performance in other components, the marks for that component may be scaled on the advice of the External Examiner. The final mark of a module cannot be scaled.
  - (e) In the calculation of component marks which contribute to the final mark for each module, Stage Averages and Final Averages all intermediate values that form part of the calculation should be rounded to two decimal places;
  - (f) The Final Average for a course of study will be calculated to one decimal place as outlined in Section 19.
- (2) The Stage Average is calculated from the percentage marks given for modules counting in a single stage of a course. For the purposes of the calculation, each mark will be expressed in terms of half units (15 credit units): for example, a mark of 50% in a module valued at 30 credits will be expressed as two marks of 50%.
  - (3) Where a candidate has taken more than one attempt at the module assessment, the higher of the overall marks shall count in the stage the student first took the module and the lower mark(s) shall be discarded.
  - (4) The Stage Average will be calculated to two decimal places in line with the provisions of paragraph (1) above as follows:

$$\frac{\text{sum of half unit marks (15 credit units) counting in that stage}}{\text{number of half units (15 credit units) normally counting in that stage}}$$

- (5) In the above formula, the divisor will be reduced by one for each 15 credit unit for which the candidate has been allowed, or for which s/he has been granted exemption.

## 19. Classification of candidates

- (1) Marks counting in the first stage of courses leading to the award of BA, BMus, BSc, BSc (Econ), LLB, BEng, MEng and MSci will not be taken into account when classifying candidates.
- (2) For candidates for the award of BA, BMus, BSc, BSc (Econ), BEng and LLB, the Final Average will be calculated to one decimal place as follows:

$$\frac{2\text{nd Stage Average} + 2x(\text{final Stage Average})}{3}$$

- (3) For candidates for the award of LLB (Senior Status), the Final Average will be calculated to one decimal place as follows:

$$\frac{1\text{st Stage Average} + 2x(\text{final Stage Average})}{3}$$

- (4) For candidates for the award of MSci and MEng, the Final Average will be calculated to one decimal place as follows:

$$\frac{\text{2nd Stage Average} + 2 \times (\text{3rd} + \text{4th Stage Averages})}{5}$$

- (5) For candidates who have exceptionally been granted admission to the final stage of study for the award of BA, BMus, BSc, BSc (Econ), BEng and LLB, and for the award of a top up Bachelors degree the Final Average will be calculated to one decimal place as follows:

$$\frac{\text{Sum of half unit marks (15 credit units) counting towards the final stage}}{8}$$

- (6) For candidates who have exceptionally been granted admission to the College for the third and fourth stages of study for the MSci or MEng, the Final Average will be calculated to one decimal place as follows:

$$\frac{\text{Sum of half units (15 credit units) counting towards the third and final stages}}{16}$$

- (7) Where students are permitted to return to the College to complete their studies following the award of a CertHE or DipHE in line with the provisions of Section 2, they will be classified on the basis of all marks achieved while studying at the College as set out in paragraphs (1) and (2) or (4) above as appropriate.

- (8) Subject to the provisions of paragraph (9) below, the classification of candidates for the award of BA, BMus, BSc, BSc (Econ), BEng, LLB, LLB (Senior Status), MSci and MEng will be determined from the Final Average as follows:

70.0% or above	First Class Honours
60.0%–69.9%	Upper Second Class Honours
50.0%–59.9%	Lower Second Class Honours
40.0%–49.9%	Third Class Honours
35.0%–39.9%	Pass

- (9) A candidate for the award of BA, BMus, BSc, BSc (Econ), LLB, LLB (Senior Status), BEng, MSci and MEng who satisfies both the following criteria will automatically be raised into the next class:

- (a) the Final Average must be within 2.0% of one of the classification boundaries in paragraph (8) above;
- (b) the marks for at least 60 credits counting in the final stage must be above the relevant classification boundary.

- (10) The award of CertHE or DipHE under the provisions of Section 17 (12) will be classified on a Pass/Fail basis only. Arrangements for the classification of Certificate and Diploma awards will otherwise be set out in the course specification.

- (11) The award of GradCert and GradDip will be classified on a Pass/Fail basis only, unless provision is made in the course specification for the award of Merit or Distinction.

## **20. Field of study**

- (1) A field of study shall be determined by the examiners for each candidate recommended for the awards made under the provisions of Section 17 in accordance with the following principles:
- (a) the field of study shall be descriptive of the modules included in the course, but it shall be based only on a consideration of those modules the candidate has passed;
  - (b) modules with a pass requirement for a specific field of study may be stated in the course specification;
  - (c) the levels of pass are not relevant in determining the field of study.
- (2) Except where a single subject is appropriate, and save for any provision made in the course specification, the subjects named in the field of study shall be determined as follows:
- (a) the conjunction 'and' will be used where two subjects studied have approximately equal importance and each subject constitutes at least one third of the credits passed overall, including a minimum of 30 credits in the final stage and at FHEQ Level 6 or a minimum of 30 credits in the final stage and at FHEQ Level 7 in the case of the MSci or MEng;
  - (b) the conjunction 'with' will be used where a major subject, constituting at least half of the credits passed overall, has been taken with an essential supporting subject, constituting at least one quarter, but less than one third of the credits passed overall, including a minimum of 30 credits in the final stage and at FHEQ Level 6 or a minimum of 30 credits in the final stage and at FHEQ Level 7 in the case of the MSci or MEng ;
  - (c) comprehensive titles may be used where appropriate.
- (3) Where a candidate has failed one or more modules with a pass requirement for a specific field of study, the School Progression and Awards Board may recommend that s/he be given an alternative field of study, be awarded the degree without a field of study or be given the opportunity to resit or resubmit the assessment for modules in the following academic year in accordance with the provisions of Section 12: Part A (1) or Section 12: Part B (1).

## **21. Release of award classification results**

- (1) Award classification results and notification of the field of study will be issued to candidates by the Director of Academic Services after they have been determined by the School Progression and Awards Board and/ or the Executive Committee for Assessment

## **22. Failure to meet the requirements for the award**

- (1) Save for the provisions of paragraph (4) below, candidates who after completion of the course fail to meet the requirements for award of the degrees of BA, BMus, BSc, BSc (Econ), LLB, LLB (Senior Status) or BEng must either:
- (a) enrol with the College on a full- or part-time basis in order to repeat modules in accordance with Section 12: Part A (1a) or Section 12: Part B (1a) as appropriate (such

students may additionally enter to resit or resubmit the assessment for modules in accordance with Section 12: Part A (1b) or Section 12: Part B (1b) as appropriate);

- (b) resit or resubmit the assessment for modules in accordance with Section 12: Part A (1-5) or Section 12: Part B (1-5) or without enrolling with the College.
- (2) Save for the provisions of paragraph (4) below, candidates registered for a course leading to the award of MSci or MEng who, after completion of the course, fail to meet the requirements for award of the degree of MSci or MEng respectively at the first attempt will withdraw from the course of study and accept the award of the degree of BSc or BEng, respectively, under the provisions of Section 17 (2).
- (3) Students are expected to seek and take into serious account the advice of their department(s) / school(s) when deciding a course of action after failing to meet the requirements for the award.
- (4) The School Progression and Awards Board may terminate a student's registration with the College for failing to meet the requirements for the award under the provisions of Section 23 (2).

### **TERMINATION OF REGISTRATION FOR COURSES ON ACADEMIC GROUNDS**

#### **23. Academic grounds for termination of registration**

- (1) Academic grounds on which a student's registration with the College may be terminated may include one or more of the following:
  - (a) failure to satisfy the requirements for progression to the next stage of his/her course;
  - (b) failure to gain the award of the course;
  - (c) failure to produce set work of a satisfactory standard in coursework or examinations;
  - (d) failure to attend satisfactorily;
  - (e) failure to produce set work.
- (2) The School Progression and Awards Board may terminate a student's registration with the College on the grounds set out in paragraph 1 (a) and (b) above without following the formal warning procedure or may terminate a student's registration after only one attempt in cases where at least one formal warning has been issued.
- (3) A Head of School or authorised nominee may make a recommendation to the Senior Vice-Principal (Education) or nominee to terminate a student's registration for a course on any of the grounds set out in paragraph 1 (c) – (e) above, in the absence of a satisfactory and adequately documented reason for the failure(s). In such cases the formal warning procedure set out in Section 24 of these regulations will be followed. For students holding a Student Visa Route, the College has obligations placed on it to report non-attendance to UK Visas and Immigration and may terminate a student's registration without following the formal warning procedure.
- (4) The Director of Academic Services or a nominee shall write to each student whose registration has been terminated through the formal warning procedure informing him/her of the decision and the

reasons for it, of the right to appeal against the decision and the appeal procedure (Section 26), and of the date by which any appeal must be submitted.

#### **24. Formal warning procedure**

- (1) Any formal warning issued relates to the student's course registration.
- (2) Before making a recommendation to the Senior Vice-Principal (Education) or nominee that a student's registration should be terminated, Student Administration, will issue the student with two formal warnings by letter on behalf of the Heads of School, or authorised nominees. Each letter shall state the reason(s) for the warning, the nature of any requirement made of the student in order to demonstrate improvement and the period of time within which this is to be done in order for the student to avoid his/her registration being terminated. The second letter of formal warning shall state the fact that it is the final warning.
- (3) Normally four weeks, or three weeks in the case of modules taught over only one term, will elapse between the first and second formal warnings in order to give adequate time for the student to demonstrate a satisfactory level of improvement. The period of time between warnings may be shortened as appropriate in the case of courses delivered over less than an academic year or in the case of students studying at the College or a partner institution for less than one academic or calendar year.
- (4) At each warning the student will be offered the opportunity to submit a written response and/or to meet with the Head(s) of School or authorised nominees in order to discuss the grounds for the warning. The student may be accompanied at the meeting by another student or member of staff of the College. On provision of a satisfactory and adequately documented explanation for the student's record of attendance, academic performance or productivity Student Administration may set the warning aside. This decision will be confirmed to the student by letter. Formal warnings which have not been set aside will remain active for the duration of the student's course of study.
- (5) If after the second letter of formal warning there is insufficient improvement, the Head(s) of School or authorised nominee may recommend that the student's registration should be terminated. Student Administration will present the case to the Senior Vice-Principal (Education) or nominee, who will make a final decision based on the particular circumstances.

### **APPEALS**

#### **25. Appeals against the outcomes of Boards of Examiners**

- (1) The College's appeals process against the outcomes of Boards of Examiners includes two stages as outlined below:
  - (a) a formal stage;
  - (b) a review stage.
- (2) A student may appeal against the outcome of an assessment only on one or more of the following grounds:

- (a) that the student's performance in the assessment was substantially affected by circumstances of which the examiners had not been made aware and which the student could not with reasonable diligence have disclosed before the outcome had been determined;
- (b) that there were procedural irregularities in the conduct of the assessment, or administrative errors, which might cause reasonable doubt as to whether the outcome would have been the same if the irregularities or errors had not occurred;
- (c) that there is evidence of bias on the part of one or more of the examiners such that the outcome should not be allowed to stand.

A student cannot appeal against academic judgement, which includes, but is not limited to marks awarded for assessed work and outcomes following decisions to accept/ reject extenuating circumstances.

- (3) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the outcome of the Boards of Examiners. The student's submission must include:
  - (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in paragraph (2) above and lead the student to believe that the outcome of the assessment was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to submit any of the evidence or information for consideration by the examiners;
  - (d) in the case of appeals made in reference to paragraph (2) (c) above, a signed record by the student of all comments or remarks made by the examiners which, in the student's view, indicate bias.
- (4) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee may give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Director of Academic Services or his/her nominee may recommend an alternative route for consideration of the student's concerns. If an appeal is considered by the Director of Academic Services or his/her nominee to be frivolous or malicious, the student may be liable for disciplinary action under the Student Disciplinary Regulations.
- (5) Appeals which are not dismissed under the provisions of paragraph (4) above will be investigated by an investigating officer from Student Administration. Normally the investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion. The investigating officer may also decide to meet with one or more individuals as part of the investigation, in which case a written record will be kept of any matters arising during the meeting which are relevant to the investigation and would be likely to influence the outcome. Where the investigating officer decides



to meet with the student, the student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private.

- (6) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (7) Following his/her investigation, the investigating officer will decide on one of the following outcomes of the formal stage.
  - (a) reject the appeal, in which case the original outcome of the Boards of Examiners shall stand.
  - (b) ask the original examiners to reconsider their decision, the outcome of which shall be final.
  - (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The investigating officer in consultation with the Director of Academic Services may make stipulations about the conduct of the assessment.
- (8) In addition to the provisions of paragraph (7) above, the investigating officer and/ or the Director of Academic Services may make any recommendations which s/he deems to be appropriate in the light of his/her investigation.
- (9) The Director of Academic Services or investigating officer will inform the student in writing of his/ her decision and the reasons for it, the student's right to take the academic appeal to the review stage, the procedures and time limit for doing so and where and how to access support in this regard.
- (10) If a student chooses not to take the appeal to the review stage, or fails to do so within the given time limit of 10 working days s/he can request that the College issue a Completion of Procedures letter.
- (11) On receipt of the written outcome of the formal stage of the appeals investigation as outlined in paragraph (10) above, a student may request a review of their appeal but only on one or more of the following grounds:
  - (a) fresh evidence can be presented which could not with reasonable diligence have been submitted with the initial appeal and which might cause reasonable doubt as to the fairness of that decision;
  - (b) there is evidence of a failure to follow the procedures set out in these regulations which might cause reasonable doubt as to the fairness of the decision;
  - (c) the decision was perverse given the evidence which was available at the time.

An appeal must have been considered at the formal stage as outlined in paragraphs (2) – (10) above before a student can request a review as outlined in paragraph (11) above.

- (12) Requests for a review must be submitted in writing by the student to the Director of Governance and Legal Services within 10 working days of the date on which the student was formally notified of the initial outcome of their appeal.

(13) The student's submission requesting a review must include:

- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for review in paragraph (11) above and lead the student to believe that the outcome of the initial investigation was not reasonable in all the circumstances;
- (b) a statement of the student's desired outcome from the review;
- (c) copies of all documentary evidence on which the student wishes to rely in the review, and an explanation for why the student was previously unable to submit any of the evidence or information for consideration at the initial stage of the appeal investigation.

(14) The Director of Governance and Legal Services or his/her nominee may dismiss any request for review which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims.

(15) The review request will be considered by the Director of Governance and Legal Services or his/ her nominee who has not been involved in the investigation at the formal stage of the appeals process. The designated member of staff will determine one of the following courses of action:

- (a) dismiss the request for a review;
- (b) refer the matter back to the formal stage for reconsideration;
- (c) refer the case to a Review Panel for consideration.

Exceptionally the Director of Governance and Legal Services or his/ her nominee (the investigating officer) may decide to refer an appeal to a Review Panel for further consideration without the student having requested this prior to the issuing of a Completion of Procedures letter as outlined in paragraph (13).

(16) The Review Panel will comprise the Senior Vice-Principal (Education) or nominee as Chair, two members of academic staff, normally one of the School Directors of Education and a Chair or Deputy Chair of a Department Assessment Board both from the School in which the student is studying and the Head of the Academic Quality and Policy Office or his/ her nominee. The investigating officer or his/ her nominee will act as Secretary to the Panel. The investigating officer shall be responsible for setting the date and place of the review, for notifying members of the Review Panel and the student of the arrangements, and for sending copies of all relevant documentation to members of the Panel and the student in advance. The student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private. Where a student is unable or unwilling to attend, s/he may submit a written statement for consideration.

(17) The Review Panel will decide on one of the following outcomes.

- (a) reject the request for review, in which case the initial findings of the investigation by the investigating officer shall stand;
- (b) ask the original examiners to reconsider their decision, the outcome of which shall be final;

- (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The Review Panel may make stipulations about the conduct of the assessment.
- (18) A student who wishes to abandon or withdraw a request for review at any stage must inform the Director of Governance and Legal Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (19) The Director of Governance and Legal Services or investigating officer will inform the student in writing of the decision of the Review Panel and the reasons for it, clarify that the internal appeals procedures of the College have been completed and of his/her right to request that the College's decision be reviewed by the Office of the Independent Adjudicator for Higher Education.
- (20) In addition to the provisions of paragraph (17) above, the Review Panel may make any recommendations which they deem to be appropriate in the light of their review of the case.

## **26. Appeals against the termination of registration through the formal warning procedure**

- (1) A student may appeal against a decision to terminate his/her registration on one or both of the following grounds:
  - (a) that there is evidence of a failure to follow the procedures set out in Section 24 which might cause reasonable doubt as to the fairness of the decision to terminate the student's registration;
  - (b) that fresh evidence can be presented which the student could not with reasonable diligence have disclosed before the decision to terminate his/her registration was made and which might cause reasonable doubt as to the fairness of that decision.
- (2) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the decision to terminate his/her registration. The student's submission must include:
  - (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in Section 26 (1) and lead the student to believe that the decision to terminate his/her registration was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to disclose any of the evidence or information.
- (3) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee may give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the

Director of Academic Services or his/her nominee may recommend an alternative route for consideration of the student's concerns.

- (4) Appeals which are not dismissed under the provisions of Section 26 (3) will be investigated in the first instance by an investigating officer from Student Administration. The student's registration will normally be provisionally reinstated pending the outcome. The investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion.
- (5) The findings from the investigation by the investigating officer will be presented in writing to a Senior Vice-Principal or nominee who did not make the decision to terminate the student's registration, who will determine one of the following courses of action:
  - (a) to reinstate the student's registration in full subject to any conditions which s/he may wish to impose;
  - (b) to confirm the decision to terminate the student's registration;
  - (c) to convene an Appeals Committee under the provisions of Section 26 (6) to investigate the matter further through a formal hearing.
- (6) The Appeals Committee will comprise the Senior Vice-Principal as Chair, the Head of School in which the student has studied, two other members of academic staff from School(s) in which the student has studied, but not from the student's department(s), and a member of the Students' Union. The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the student of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the student in advance. The Appeals Committee may invite one or more representatives from the student's department or school to attend all or part of the hearing for the purpose of answering questions. The student may be accompanied by another student or member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private.
- (7) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (8) The Director of Academic Services or investigating officer will inform the student in writing of the decision of the Senior Vice-Principal or nominee and the reasons for it, as well as the student's right to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

## **EXTRAMURAL STUDY**

### **27. Course of extramural study**

- (1) The College may offer courses which require students to study abroad, in the field or in an industrial or professional setting. Requirements for the period of extramural study, including those of attendance and submission of work, will be stated in the course specification. In exceptional cases, the College may grant exemption from the period of extramural study for students whose personal circumstances would make it inappropriate, and stipulate alternative requirements for

such students as it sees fit. The arrangements for any study abroad should normally be facilitated by the Centre for the Development of Academic Skills (CeDAS).

- (1) A student following a course leading to the award of BA, BMus, BSc, BSc (Econ), BEng, LLB, MSci or MEng may be permitted to spend a period of between one academic term and one academic year at another institution of University status in the UK or abroad on either an extracurricular or intra-curricular basis. The following conditions apply:
  - (a) the student must have completed one stage of his/her course through study at the College, and have satisfied the requirements for progression to the next stage, before commencing the period of extramural study;
  - (b) no student may undertake extramural study in excess of one year over the duration of the course except where this is a requirement set out in the course specification;
  - (c) where extramural study is to be undertaken on an intra-curricular basis, the arrangements must be such that on successful completion of the period of extramural study the student would be in a position to satisfy the conditions of credit transfer set out in Section 29 below, and through this the normal requirements for progression to the next stage of the course.
- (2) During the period of extramural study the student will be subject to the regulations of the host institution in addition to those of Royal Holloway, and will be expected to satisfy the normal requirements of the host institution in respect of attendance and submission of work for the modules for which s/he is registered.
- (3) The host institution will be responsible for providing the student with a formal transcript of his/her results and for hearing appeals and complaints in respect of the period of extramural study in accordance with its own regulations and procedures.

## **28. Credit Transfer**

- (1) Credit from a period of extramural study undertaken on an intra-curricular basis will be recorded as marks to be taken into account when considering the candidate for the award. The following general conditions apply:
  - (a) credit will be given only for learning which has been verified through reliable and valid assessment;
  - (b) the institution at which the learning has taken place and its arrangements for the assessment of students must have been approved for the purposes of credit transfer by the Academic Board, as part of an Institutional Contract or as part of the validation of the course;
  - (c) the College will only consider for the purposes of credit transfer information on modules and examination results provided and certified by the appropriate officer at the institution responsible for the delivery of those modules;
  - (d) where credit is to be recorded as marks to be taken into account when considering the candidate for the award, the marks gained by the candidate at the other institution may be scaled to reflect any differences in marking practices, using a scheme approved for this purpose by the Executive Committee for Assessment.



## Appendix A: Integrated Foundation Year Regulations

*These regulations should be read in conjunction with the regulations governing Undergraduate degrees. The following regulations govern a Year 0/ integrated foundation year offered as part of a Bachelors Degree or Integrated Masters. In respect to all other matters, the Undergraduate Regulations apply. Where the Undergraduate Regulations refer to stages of a course of study the stages referred to exclude the foundation year which is regarded as Year/ stage 0. Further details are set out in the Course Specification.*

### Period of Study

- (1) The normal period of study for a four year course with an integrated foundation year (Year 0) will be four years for a Bachelors course of study and five years for an Integrated Masters course. The maximum period of study for courses with an integrated foundation year is six years for a Bachelors course and seven years of an Integrated Masters course.

### Structure of course

- (2) The foundation year will consist of 120 credits at FHEQ level 3. No module in the course will be identical to or will significantly overlap with, the content of modules on the undergraduate courses to which successful students might progress.

### Outcome of module assessment

- (3) The pass mark for each module which forms part of the foundation year is 40%.

### Progression

- (4) In order to progress from the foundation year to the first stage of a course leading to the award of BA, BSc, BEng, MEng or MSci a student must meet the requirements in (a) and either (b) or (c) below:

- (a) achieve a Stage Average, calculated to two decimal places, of 40.00% or above;
- (b) pass, be allowed or be granted exemption from modules in the foundation year to the value of 120 credits; or
- (c) pass, be allowed or be granted exemption from modules to the value of between 90 – 105 credits and achieve a Fail outcome of at least 30% in the remaining credits at the first attempt. Any modules designated as mandatory (non-condonable) in the course specification must be passed with a mark of 40% or above.

Where students meet the requirements to progress from the foundation year to the first stage of an undergraduate Bachelor's course but have Fail outcomes as indicated in paragraph (c) above, the School Progression and Awards Board will condone these fails at the first attempt and permit the student to progress.

- (5) Any condonable fails awarded in line with (4) above will not count towards the number of condonable fails permitted across the first two years of study of a Bachelors or integrated Masters degree course.

- (6) Where a student's performance in the assessment was affected by adequately documented extenuating circumstances, the School Progression and Awards Board may take action as outlined in Section 14 of the Undergraduate Regulations, which includes offering the student the opportunity to take First Sits in the affected pieces of assessment in the summer vacation assessment period.
- (7) Where a student does not satisfy the criteria to progress from year 0 to the first stage of an undergraduate course but has already passed, been allowed, or been granted exemption in a minimum of 60 credits, the School Progression and Awards Board will normally
- (a) condone a Fail outcome of between 30 and 39% at the first attempt up to a maximum of 30 credits;
  - (b) offer the opportunity to resit or resubmit parts of the module assessment up to a maximum of 30 credits failed on the first attempt prior to the start of the next academic year. This opportunity will be offered only to students who would be in a position to satisfy all the criteria to progress onto the next stage prior to the start of the next academic year.

### **Transfer**

- (8) On successful completion of the foundation year the student may be permitted to transfer to another course subject to meeting the conditions as set out in Section 8 of the *Undergraduate Regulations*.

### **Nomenclature of awards**

- (9) On successful of the course of study, that is, integrated foundation year plus Bachelor's or Integrated Masters course, the student will be awarded the title of the named degree course as set out in Section 5 of the *Undergraduate Regulations* (i.e. without reference to the foundation year).

### **Record of results**

- (10) A student who has successfully completed the foundation year by passing at least 90 credits with condonable fails of 30 – 39% in up to a maximum of 30 credits, and who chooses not to continue onto an undergraduate course at the College will receive a certificate. The certificate will be a record of achievement on the foundation course, rather than an award, and so shall not indicate an overall pass or fail.



# Postgraduate Taught Regulations

These regulations apply to all students registered, or seeking registration on postgraduate taught courses.

1. Admissions requirements
2. Recognition of prior learning
3. Registration
4. Enrolment
5. Nomenclature of awards
6. Structure of courses
7. Period of study
8. Transfer of course
9. Registration for modules
10. Attendance and submission of work
11. Methods and conduct of module assessment
12. Entry for assessment and re-assessment
13. Outcomes of module assessment
14. Extenuating circumstances
15. Consideration and classification of candidates for the award
16. Academic grounds for termination of registration
17. Formal warning procedure
18. Appeals against the outcomes of Boards of Examiners
19. Appeals against the termination of registration through the formal warning procedure
20. Course of Extramural study
21. Credit transfer

## ADMISSION TO THE COLLEGE

### 1. Admissions requirements

(1) In order to be admitted as a student of the College, an applicant must:

- (a) be at least 16 years of age on the published start date of the course;
- (b) satisfy or be exempted from the General Entrance Requirements set out in the College Course Finder or in the case of collaborative provision the equivalent document of the partner institution;
- (c) be demonstrably proficient in spoken and written English to the satisfaction of the College before commencing the course of study;
- (d) satisfy or be exempted from additional entrance requirements where prescribed for individual courses.

Qualifications presented for consideration must be in approved subjects, and there may be restrictions against the combination of certain overlapping subjects. An applicant who has already obtained an Honours Degree or an Integrated Masters Degree will only be admitted to a course which the College has judged to be sufficiently different from that already completed.

- (2) Applicants who do not possess the normal qualifications for entry or applicants with qualifications or credit at tertiary level, or other relevant qualifications or experience, may be considered for admission under the provisions of Section 2 below.
- (3) Applicants will be asked to give details of any disability or Specific Learning Difficulty so that the College, or in the case of collaborative provision the partner institution, can advise them provisionally on the level of support available. Information provided for this purpose will play no part in assessing an application for admission to the College.
- (4) Applicants for admission to courses leading to the award of a professional qualification or membership of a professional body will be required to declare unspent and/or spent convictions as specified in the relevant course specification. The decision on whether to accept an applicant will be based firstly on academic requirements, and secondly on the risk posed to staff and students. Applicants admitted to such courses who have failed to disclose criminal convictions as required will be subject to disciplinary action as will those who fail to disclose any criminal convictions which arise during their course of study.
- (5) A contract is formed between the College and the applicant as soon as the offer of admission to the College has been accepted. Acceptance of an offer is expressly subject to the terms of this contract, which include the requirement that students will comply with the conditions of enrolment with the College or in the case of collaborative provision the partner institution.
- (6) Any person, including students of other universities, may seek admission to the College as a Visiting Student to follow an agreed diet of modules which does not lead to an academic award. The rights of Visiting Students to attend classes, submit work for assessment and use College facilities will be stated either in an exchange agreement between the College and the student's home institution or in the student's formal offer of admission.

## **2. Recognition of Prior Learning**

- (1) In assessing an applicant who does not possess the normal qualifications for entry, the College will seek evidence that s/he:
  - (a) can study at the required level;
  - (b) has achieved the specific learning outcomes, including professional competencies and proficiency in spoken and written English, required for admission to the course;
  - (c) has a broad general education.

The College may set qualifying examinations where it is not satisfied that prior learning has been verified through reliable and valid assessment.
- (2) Applicants with accredited prior learning deemed acceptable to the College may be admitted with advanced standing to postgraduate study only in up to two thirds of the course.
- (3) The College will consider the recognition of accredited prior learning and the recording of such learning as exemption from part of the course subject to the following conditions:
  - (a) credit will be recognised only for learning which has been verified through reliable and valid assessment, unless otherwise specified as part of an institutional agreement;

- (b) the College will only consider for the purposes of recognition of prior learning and exemption information on modules and examination results provided and certified by the appropriate officer at the institution responsible for the delivery of those modules;
  - (c) credit will not normally be recognised for learning undertaken over five years before the published start of the course at the College. Courses which are accredited by Professional, Statutory or Regulatory Bodies may place further restrictions on the recognition of prior learning;
  - (d) applications for recognition of prior learning and exemption will be considered in the context of approved modules and courses of the College in order to ensure that all students are assessed in reference to the learning outcomes specified for the award. Applications are subject to the approval of the Executive Committee for Assessment or the Head of School and the Academic Programmes and Partnerships Committee in the case of an institutional agreement. To this end:
    - (i) credit will only be given for learning in subjects and at a level appropriate to the course;
    - (ii) the modules and/or module assessment to be credited, and the modules to be followed at the College, must together equate to an approved course in terms of the amount and level of work and the coverage of topics, including any mandatory elements.
- (4) The College will consider applicants who have already been awarded a Postgraduate Certificate or a Postgraduate Diploma from the College and who wish to complete their postgraduate studies subject to the following conditions:
- (a) these awards were not made as a result of failure of the student to progress or complete their studies;
  - (b) a maximum of three years will have lapsed between the award of the Postgraduate Certificate or Postgraduate Diploma and the return to study.

Applicants will be required to surrender the Postgraduate Certificate or Postgraduate Diploma prior to the award of a higher qualification being made.

## **REGISTRATION AND ENROLMENT**

### **3. Registration**

- (1) To be eligible for registration as a student of the College a candidate must have applied for and been formally offered admission, and have satisfied the academic and other conditions of admission.
- (2) Registration with the College is subject to the following general restrictions:
  - (a) no student may normally register concurrently for more than one course for which the requirements of the final award have not been completed, unless special provision has been made in the course specification(s);

- (b) no student may normally register concurrently as a student of another institution, unless s/he has been admitted as a Visiting Student or as part of an institutional agreement;
  - (c) Visiting Students may not register for courses which lead to an academic award.
- (3) Students who register with the College retain their registration status until they graduate, withdraw permanently from their course or have their registration terminated. Students are required to give notice in writing to the Director of Academic Services before withdrawing. In cases of collaborative provision students are also required to give notice in writing to the partner institution.
- (4) A student's registration with the College may be terminated at any time on academic grounds under the provisions of Sections 16 and 17 of these regulations.
- (5) Communications sent from the College, the University of London, or in the case of collaborative provision from the partner institution, to an individual student must be regarded as applying to that student only.

#### **4. Enrolment**

- (1) Save for the provisions of Section 7 (2) of these regulations, students must enrol for each year of their studies by
- a. completing the Online Sign-Up process;
  - b. paying, or making arrangements acceptable to the College to pay, the tuition fees and any outstanding debts, as outlined in the Fees Regulations;
  - c. providing relevant documentation to verify their identity and their right to study in the UK at the outset of the course and, where required, during their studies.

In the case of collaborative provision students may have these obligations to the partner institution rather than the College.

- (2) It is a condition of enrolment that students agree to abide by and submit to the College Statutes, Regulations and Rules, as amended from time to time by the Academic Board and Council. Without prejudice to the generality of that statement, these include the academic regulations, the fee regulations, the library and computing regulations, arrangements for hearing appeals and grievances, codes of discipline, fitness to practice regulations, safety rules and arrangements in respect of the Data Protection Act. In the case of collaborative provision students may be subject to additional statutes, regulations or rules and/or those statutes, regulations or rules in force at the partner institution. Failure to comply with any relevant statutes, rules or regulations may result in the termination of the student's registration with the College.
- (3) Enrolment gives students the right to attend classes, receive tuition or supervision and have access to relevant College facilities, subject to any particular arrangements for Visiting Students and to particular arrangements set out in institutional agreements for collaborative provision.
- (4) The College, or partner institution in the case of collaborative provision, reserves the right not to enrol a student who arrives after the advertised dates without prior approval and in the absence of medical or other good cause deemed acceptable by the Director of Academic Services.

- (5) The amount of paid work undertaken by a student enrolled with the College or in the case of collaborative provision with a partner institution on a full-time basis shall not exceed 20 hours per week during term time. No student may undertake paid work which may conflict with his/her responsibilities as a student of the College or partner institution.

## COURSES AND AWARDS

### 5. Nomenclature of awards

- (1) The College awards the following degrees of the University of London:

*Taught Masters Degrees*  
Master of Arts (MA)  
Master of Business Administration (MBA)  
Master of Music (MMus)  
Master of Science (MSc)  
Master of Research (MRes)

- (2) The College may also award the following degrees of Royal Holloway and Bedford New College:

*Taught Masters Degrees*  
Master of Arts (MA)  
Master of Business Administration (MBA)  
Master of Music (MMus)  
Master of Science (MSc)  
Master of Research (MRes)

- (3) The College awards Postgraduate Certificates (PgCert) and Postgraduate Diplomas (PgDip) of Royal Holloway and Bedford New College.

### 6. Structure of courses

- (1) The structure of courses and any requirements in respect of module choices, assessment and progression, will be specified in the course specification, subject to the following minimum requirements:
- (a) courses leading to the award of MA, MBA, MMus, MRes and MSc will comprise modules leading to the assessment of at least 1,800 notional learning hours at FHEQ Level 7, including the preparation of a significant piece of individual work of up to 20,000 words;
  - (b) courses leading to the award of PgDip will comprise modules leading to the assessment of at least 1,200 notional learning hours at FHEQ Level 7;
  - (c) courses leading to the award of PgCert will comprise one or more modules leading to the assessment of at least 600 notional learning hours at FHEQ Level 7.
- (2) The course specification may place restrictions on the range of taught modules available and will also stipulate whether a Fail outcome in these modules can be condoned for the purposes of progression or qualification for the award as follows:
- (a) mandatory modules which students must take and which are either designated as

- (i) non-condonable, that is, which students must pass, or from which they must be granted exemption in order to progress onto the next stage or to qualify for the award;
  - (ii) condonable, that is, which students must take but do not have to pass in order to progress onto the next stage or to qualify for the award;
- (b) optional/ elective modules which may be taken at a specific stage of a course. Fail outcomes in these modules can normally be condoned;

Masters courses include a research project/ dissertation, which is mandatory (non-condonable) so must be passed to qualify for the award.

- (3) The College reserves the right to vary the content and delivery of courses of study, to discontinue, merge, or combine courses, and to introduce new courses if such action is reasonably considered to be necessary by the College. Such change may occur either before or after admission. Students will be informed, as soon as is practicable, of any substantial changes which might affect their course. The College will take steps to mitigate any disadvantage that may result from this.
- (4) The College aims to offer flexibility within courses of study. However, while every student will be able to take modules appropriate to the course for which s/he is registered, no timetable can guarantee that all options will be available to all students qualified to take them.

## **7. Period of study**

- (1) Courses may be offered as a period of full-time study and/or a period of part-time study as specified in the course specification. Part-time courses must normally be completed within five years.
- (2) The period of study shall normally be continuous. The Director of Academic Services may permit a student to interrupt his/her studies for up to 24 months on financial, medical or personal grounds on the recommendation of the student's Head(s) of Department or an authorised deputy. A student may only interrupt his/her studies for more than 24 months, whether consecutively or otherwise, with the permission of the Executive Committee for Assessment. Students who have interrupted their studies remain registered students of the College and subject to College Regulations, but do not have the right to attend classes, use College facilities, or receive tuition or supervision other than occasional access to tutors by arrangement. In the case of collaborative provision students who have interrupted would not have the right to access these and other related services provided by the partner institution.

## **8. Transfer of course**

- (1) Where courses are designed to allow students to gain either a Taught Masters Degree, a Postgraduate Diploma or a Postgraduate Certificate by following different proportions of a common curriculum, a student may apply to transfer from one course to another within the common curriculum where provision is made for this in the course specification. The criteria on which any such application will be considered, which must be met before the point of transfer, will be set out in the course specification, and will specify:
  - (a) the point(s) at which transfer may take place;

- (b) the minimum levels of achievement required to be eligible to transfer from one course to another;
  - (c) the requirement that the student must satisfy the normal conditions for admission to the new course;
  - (d) for students with Student Route (Tier 4) sponsorship a transfer may be refused in line with Student Route (Tier 4) Immigration rules;
  - (e) students may not attend a new course of study until their transfer request has been approved.
- (2) Where a student transfers to a new course of study and is required to repeat a stage of study, this will count as a first attempt at the stage if no credits are carried over, but will count as a second attempt if credits are carried over.
- (3) A student who is not permitted to continue with his/her course of study on academic grounds, may be given permission to commence, in the next academic year, another similar or entirely different course of study in the College at the discretion of the relevant department(s)/ school(s) subject to the requirement in paragraphs in (1c) and (2) above and any others set by the relevant department(s)/school(s).

## **MODULES**

### **9. Registration for modules**

- (1) It is a requirement of enrolment with the College that a student registers for modules as specified in the course specification and in accordance with procedures and deadlines published by the Director of Academic Services. Students enrolled for a repeat year must register for modules specified by their Head(s) of Department.
- (2) The course specification may provide for a student to register, subject to the agreement of his/her Head(s) of Department, for one or more modules taught outside the College. In such cases, the student will be subject to the regulations of the other institution as well as those of Royal Holloway.
- (3) A student may not register for a module s/he has previously taken and passed or which is deemed to overlap with any other module s/he has previously taken and passed.
- (4) By registering for a module, a student is also deemed to have entered him/herself for assessment in that module.
- (5) Visiting Students who are registered for one term of study at the College must register for a minimum of 40 and a maximum of 60 credits in that term.

### **10. Attendance and submission of work**

- (1) It is a requirement of enrolment with the College, or a partner institution in the case of collaborative provision, that a student attends as far as reasonably possible all parts of the module(s) for which s/he is registered and presents all set work for assessment within specified deadlines.

- (2) Where in the absence of a satisfactory and adequately documented reason a student has failed to satisfy the requirements for attendance or submission of work specified for one or more modules, the Head of School or an authorised deputy responsible for the course may terminate that student's registration for the course under the provisions of Sections 16 and 17 of these regulations. In addition, for students holding a Student Route (Tier 4) Student Visa, the College has obligations placed on it to report non-attendance to UK Visas and Immigration and may terminate a student's registration without following the formal warning process in Section 17 of these regulations.
- (3) A student who is not registered for a module may not attend classes, submit work or have access to facilities for that module.

#### **11. Methods and conduct of module assessment**

- (1) Methods of assessment will be determined in order to measure the specific learning outcomes of each module and will be communicated to students in the module specifications.
- (2) Special arrangements may be made in order for students with disabilities and/or specific injuries or conditions to undertake assessment in accordance with the [Regulations on Access Arrangements for Assessment](#).
- (3) Department Assessment Boards have discretion to use alternative methods of assessment to those stated in the module specifications for individual candidates when making special assessment arrangements for students with registered disabilities, or when setting a resit assessment under the provisions of Section 12 (1) of these regulations subject to the following requirements:
  - (a) the alternative assessment must involve some additional assessment activity which constitutes a justifiable and efficient assessment of the intended learning outcomes;
  - (b) the alternative assessment must be scheduled so that a final outcome can be agreed by the School Progression and Awards Board which considers whether the student may progress, or be considered for award classification;
  - (c) where alternative assessment arrangements are needed for students with registered or temporary disabilities, these must be submitted to the Executive Committee for Assessment for consideration;
  - (d) a full statement of the alternative method of assessment and the reasons for which it was used will be recorded in the minutes of the Department Assessment Board meeting.
- (4) Save for the provisions of paragraph (2) above, candidates may consult or use during an examination only those materials listed in the rubric for the examination. Candidates may be required to use materials or instruments provided by the College or by the partner institution in the case of collaborative provision.
- (5) Assessment offences will be investigated in accordance with the [Regulations on Academic Misconduct](#).
- (6) All assessed work must be written in English unless instructions are given to the contrary. Dictionaries may not be used in formal examinations or in-class assessments for the purpose of enabling candidates to overcome any deficiencies in their command of English language.



- (7) All work submitted for assessment, and any materials confiscated during an examination, will remain the property of the College.

## **12. Entry for assessment and re-assessment**

- (1) The School Progression and Awards Board will normally permit a student who gains an overall outcome of Fail in a module on the first attempt to:
- (a) repeat the module and assessment, subject to availability, by registering a second (final) time in the next academic year. Such students will be required to satisfy afresh the module requirements in respect of attendance and submission of work. A student may be permitted to substitute the failed module with another module subject to the permission of the Course Lead. In such a case the attempt at the substituted module will be deemed a second attempt in line with paragraph (2) below;
  - (b) resit or resubmit any part of the module assessment not passed on the first attempt at the next available opportunity, which, at the discretion of the School Progression and Awards Board, will be either prior to the start of the next academic year or during the following academic year subject to availability and any resource constraints. Where School Progression and Awards Boards permit resits or resubmissions prior to the start of the next academic year, they will normally only permit this in modules constituting a maximum of 40 credits. In order to resit or resubmit the module assessment not passed, a student must enter him/herself for assessment in that module a second (final) time without registering to attend teaching for the module again.
- (2) Save for the provisions of Section 14 (2-5) of these regulations, a student who gains an overall outcome of Fail in a module on the second attempt will not be permitted any further opportunity to resit or resubmit parts of the module assessment or to register to repeat the module for a third time.
- (3) Where a Visiting Student gains an overall outcome of Fail in a module, the School Progression and Awards Board will normally offer the opportunity to resit or resubmit parts of the module assessment not passed on the first attempt to students who are deemed to have fulfilled the attendance and submission requirements of the module in line with Section 13 (1). The Department Assessment Board may approve an alternative form of assessment for these students, in line with the requirements of Section 11 (3).

## **13. Outcomes of module assessment**

- (1) In determining each module outcome for a candidate, the Department Assessment Board will take into consideration:
- (a) whether the candidate has satisfied the attendance requirements stated in the module specification;
  - (b) whether the candidate has satisfied the assessment requirements stated in the module specification.
- (2) The Department Assessment Board will determine an outcome for each candidate who qualifies for final consideration, as follows:

- (a) an outcome of Pass (P), and a percentage mark recorded as an integer between 0% and 100% inclusive, will be returned where the candidate has achieved a mark of at least 50% overall and in all assessments which carry an individual pass requirement;
  - (b) an outcome of Fail (F), and a percentage mark recorded as an integer between 0% and 100% inclusive, will be returned where the candidate has achieved a mark of less than 50% overall, or in any assessment which carries an individual pass requirement.
- (3) Students entered to resit an assessment under the provisions of Section 12 (1b) of these regulations shall not receive an overall percentage mark greater than 50% for that module.
- (4) Students registered to repeat a module under the provisions of Section 12 (1a) of these regulations may receive an overall percentage mark greater than 50% for that module.
- (5) In the absence of acceptable extenuating cause, late submission of work will be penalised as follows:
- (a) for work submitted up to 24 hours late, the mark will be reduced by ten percentage marks;
  - (b) for work submitted more than 24 hours late, the maximum mark will be zero.
- (6) Any work (written, oral presentation, film, performance) may not be marked beyond the upper limit set. The upper limit may be a word limit in the case of written work or a time limit in the case of assessments such as oral work, presentations, films or performance. In the case of presentations, films or performance these may be stopped once they exceed the upper time limit.
- (7) Subject to the provisions of Section 18 of these regulations the outcomes of module assessment shall be final and binding on all candidates.
- (8) Marks and grades communicated to students during the academic year are subject to change and will have no formal status until they have been considered and decided upon by the appropriate Board(s) of Examiners.
- (9) Final marks and grades will be issued to candidates by the Director of Academic Services after they have been determined by the School Progression and Awards Board. Certificates of award will not be issued to any student deemed to have a tuition or tuition-related debt to the College or the University of London, or in the case of collaborative provision to a partner institution.

#### 14. Extenuating circumstances

- (1) Where a student is unable to complete any part of the assessment by the deadline due to adequately documented extenuating circumstances, the student may apply, as appropriate, for permission to:
  - (a) extend the deadline: in such cases, the Department Assessment Board may agree an extension to the deadline for the coursework or dissertation which allows for the result to be considered by an Autumn School Progression and Awards Board and an outcome to be returned in line with Section 13 (2-4) of these regulations;
  - (b) take the assessment during the academic year: in such cases the Department Assessment Board will set an assessment, identical in format to the missed assessment (e.g. in-class test) to be taken during the academic year;
  - (c) defer any part of the assessment to the summer vacation assessment period or to the next academic year where the result could not be considered by one of the Autumn term School Progression and Awards Board in such cases, the School Progression and Awards Board will return an outcome of 'deferral' (DA). Such a student will not be regarded as having made an attempt at the module assessment on that occasion. A student may be granted deferrals for one year, on up to two occasions.
- (2) Where a student's performance in the assessment was affected by adequately documented extenuating circumstances, the School Progression and Awards Board may return alternative module outcomes as set out in paragraphs (3 – 5) below.
- (3) Where up to one third of the module assessment has been affected, and the student has otherwise demonstrated that the learning outcomes of the module have been met, the percentage mark achieved in the unaffected assessment will be proportionately scaled up to return an outcome for the whole module, in line with Section 13 (2-4) of these regulations.
- (4) Where up to one third of the module assessment has been affected, and the student has not demonstrated that the learning outcomes of the module have been met, the School Progression and Awards Board may set additional work for the student to demonstrate the learning outcomes have been met. If demonstrated, the percentage mark achieved in the unaffected assessment will be proportionately scaled up to return an outcome for the whole module, in line with Section 13 (2 - 4) of these regulations.
- (5) Where a student's performance in more than one third of the module assessment was affected by adequately documented extenuating circumstances, the School Progression and Awards Board may return alternative module outcomes as set out below:
  - (a) return an outcome of 'resit without a cap' (UR) with a percentage mark, where the first attempt was affected, to enable a resit or resubmission in the affected assessment with the marks achieved in the unaffected assessment and the resit/resubmission used to return an outcome for the whole module, in line with Section 13 (2) of these regulations;
  - (b) return an outcome of 'exceptional third attempt (capped)' (ET) or exceptional third attempt (uncapped)' (UT) with a percentage mark, where the first and/or second attempt was affected, to enable the resit or resubmission in the affected assessment with the marks achieved in the unaffected assessment and the resit/resubmission used to return an

outcome for the whole module, or exceptionally, to repeat in attendance, in line with Section 13 (2 - 5) of these regulations. In exceptional circumstances, the School Progression and Awards Board may make an application under s 4 of the *Approval and Suspension of College Academic Regulations* to allow for an additional attempt.

## AWARD OF TAUGHT MASTERS DEGREES, CERTIFICATES AND DIPLOMAS

### 15. Consideration and classification of candidates for the award

- (1) To be eligible for the award of a Taught Masters Degree, Postgraduate Diploma or Postgraduate Certificate a candidate must satisfy the examiners in the assessment prescribed in the course specification within two years of satisfactory completion of the prescribed period of study. Save for the provisions of (5) below, to be eligible for these awards a candidate must have taken and passed the minimum credits specified below:
  - (i) For the award of a Taught Masters Degree 180 credits at FHEQ Level 7;
  - (ii) For the award of a Postgraduate Diploma 120 credits and FHEQ Level 7;
  - (iii) For the award of a Postgraduate Certificate 60 credits at FHEQ Level 7.
- (2) The School Progression and Awards Board will determine an award classification for each student using the scheme specified in the course specification, which will:
  - (a) include a schedule of modules which count towards the final assessment and their relative weightings or credits;
  - (b) satisfy or exceed the minimum criteria stated in paragraph (4) below;

Where prior learning has been recognised as exemptions from the course of study in line with Section 2 of these regulations, the award classification will be based on marks obtained for modules completed while a registered student of the College. Where a student who has already been awarded a Postgraduate Certificate or Postgraduate Diploma has returned to the College to complete a higher award in line with Section 2 (4), the award classification will be based on all marks obtained for modules completed while a registered student of the College.
- (3) The following principles shall apply with respect to the recording of marks and calculation of the Final Average:
  - (a) In cases where the summative assessment for a module is split into separate components, the marks for each component will be recorded as an integer between 0% and 100% inclusive.
  - (b) The final mark for each module will be calculated from component marks and recorded as an integer between 0% and 100% inclusive.
  - (c) Any values of 5 or above will be rounded up and any value of 4 or below will be rounded down so 0.35 would be rounded to 0.4 and 0.74 would be rounded to 0.7 when calculating to one decimal place.

- (d) Where appropriate for the subject discipline and in cases where a component of assessment has been compromised as a result of a procedural irregularity or the range of marks significantly fails to match student performance in other components, the marks for that component may be scaled on the advice of the External Examiner. The final mark for a module cannot be scaled.
  - (e) In the calculation of component marks which contribute to the final mark for each module and for Final Averages all intermediate values that form part of the calculation should be rounded to two decimal places.
  - (f) The Final Average for an award will be calculated to one decimal place.
  - (g) For the purposes of calculating the Final Average for the award of a Postgraduate Diploma or Postgraduate Certificate where the student has taken and passed more than the minimum number of credits for the award, the highest marks for 120 credits or 60 credits (or closest to these minima) respectively will be used. For the purposes of calculating the Final Average for the award of a Postgraduate Diploma the 120 credits may include the passing mark awarded for the dissertation/ research project. For the purposes of calculating the Final Average for the award of a Postgraduate Certificate, only passing marks for taught modules will be used.
- (4) The following minimum criteria shall apply for the award of Taught Masters Degrees and Postgraduate Diplomas:
- (a) for the award of Pass, a weighted average of 50.0% or above, calculated to one decimal place, save for the provisions of paragraph (5) below;
  - (b) for the award of Merit, a weighted average of 60.0% or above, calculated to one decimal place, in the final assessment save for the provisions of paragraph (5) below;
  - (c) for the award of Distinction, a weighted average of 70.0% or above, calculated to one decimal place, in the final assessment save for the provisions of paragraph (5) below.

For the award of a Postgraduate Certificate with a Pass, Merit or Distinction a pass mark of 50% in each module is required, in addition to the weighted averages outlined in (a) – (c) above.

- (5) For students first registered on Taught Masters and Postgraduate Diplomas with effect from September 2014, the examiners may, at their discretion and with the agreement of the External Examiner(s), condone a mark of Fail in taught modules constituting up to a maximum of 40 credits, except that the percentage score in any such module may not normally be below 40%. For students first registered on such courses prior to September 2014 the examiners may, at their discretion and with the agreement of the External Examiner(s), condone a mark of Fail in taught modules constituting up to one quarter of the final assessment, or a maximum of 40 credits, except that the percentage score in any such module may not normally be below 40%. Taught modules in which a mark of Fail may not be condoned will be specified in the course specification. A Fail in the dissertation/ research project cannot be condoned for the award of a Taught Masters degree. The examiners will not condone failure in credits leading to the award of a Postgraduate Certificate.
- (6) A candidate for the award of MA, MBA, MMus, MRes and MSc who satisfies both the following criteria will automatically be raised into the next class:

- (a) the Final Average must fall within 2.0% of one of the classification boundaries in paragraph (4) above;
  - (b) the mark for the dissertation/ research project is above the classification boundary.
- (7) A candidate for the award of PGDip, either as an exit award or as an award in its own right, who satisfies both the following criteria will automatically be raised into the next class:
- a. the Final Average must fall within 2.0% of one of the classification boundaries in paragraph (4) above;
  - b. the marks for at least 60 credits counting towards the award must be above the relevant classification boundary. These 60 credits could be for taught modules or the module designated as the dissertation/ project.
- (8) Save for the provisions of Section 12 (1 and 2) and paragraph (5) above a candidate who has been given an outcome of Fail in one or more modules will be given an outcome of Fail in the course overall.
- (9) Candidates registered for a postgraduate course who do not satisfy the requirements for the award may be considered for a Graduate Certificate or Diploma where provision is made for this in the course specification. The award of Graduate Certificate and Graduate Diploma will be classified on a Pass/Fail basis only, unless provision is made in the course specification for the award of Merit or Distinction.
- (10) Where courses are designed to allow students to gain either a Taught Masters Degree, a Postgraduate Diploma or a Postgraduate Certificate by following different proportions of a common curriculum, candidates will normally receive only the highest award for which they have qualified.

## **TERMINATION OF REGISTRATION FOR COURSES ON ACADEMIC GROUNDS**

### **16. Academic grounds for termination of registration**

- (1) Academic grounds on which a student's registration with the College may be terminated may include one or more of the following:
- (a) failure to satisfy the requirements for progression to the next stage of his/her course;
  - (b) failure to gain the award of the course;
  - (c) failure to produce set work of a satisfactory standard in coursework or departmental examinations;
  - (d) failure to attend satisfactorily;
  - (e) failure to produce set work.
- (2) The School Progression and Awards Board may terminate a student's registration with the College on the grounds set out in (1) (a) and (b) above without following the formal warning procedure or may terminate a student's registration after only one attempt in cases where at least one formal warning has been issued..

- (3) A Head of School or authorised nominee may make a recommendation to the Senior Vice-Principal (Education) or nominee to terminate a student's registration for a course on any of the grounds set out in paragraph (1) (c – e) above, in the absence of a satisfactory and adequately documented reason for the failure(s). In such cases the formal warning procedure set out in Section 17 of these regulations will be followed. For students holding a Student Route (Tier 4) Student Visa, the College has obligations placed on it to report non-attendance to UK Visas and Immigration and may terminate a student's registration without following the formal warning procedure.
- (4) The Director of Academic Services or a nominee shall write to each student whose registration has been terminated through the formal warning procedure informing him/her of the decision and the reasons for it, of the right to appeal against the decision and the appeal procedure (see Section 19), and of the date by which any appeal must be submitted.

## **17. Formal warning procedure**

- (1) Any formal warning issued relates to the student's course registration.
- (2) Before making a recommendation to the Senior Vice-Principal (Education) or nominee that a student's registration should be terminated, Student Administration will issue the student with two formal warnings by letter on behalf of the Head(s) of School or authorised nominees. Each letter shall state the reason(s) for the warning, the nature of any requirement made of the student in order to demonstrate improvement and the period of time within which this is to be done in order for the student to avoid his/her registration being terminated. The second letter of formal warning shall state the fact that it is the final warning.
- (3) Normally four weeks, or three weeks in the case of modules taught over only one term, will elapse between the first and second formal warnings in order to give adequate time for the student to demonstrate a satisfactory level of improvement. The period of time between warnings may be shortened as appropriate in the case of courses delivered over less than an academic year or in the case of students studying at the College or a partner institution for less than one academic or calendar year.
- (4) At each warning the student will be offered the opportunity to submit a written response and/or to meet with the Head(s) School or authorised nominees in order to discuss the grounds for the warning. The student may be accompanied at the meeting by another student or member of staff of the College. On provision of a satisfactory and adequately documented explanation for the student's record of attendance, academic performance or productivity Student Administration may set the warning aside. This decision will be confirmed to the student by letter. Formal warnings which have not been set aside will remain active for the duration of the student's programme of study.
- (5) If after the second letter of formal warning there is insufficient improvement, the Head(s) of School or authorised nominee may recommend that the student's registration should be terminated. Student Administration, will present the case to the Senior Vice-Principal (Education) or nominee, who will make a final decision based on the particular circumstances.

## **APPEALS**

### **18. Appeals against the outcomes of Boards of Examiners**

- (1) The College's appeals process against the outcomes of Boards of Examiners includes two stages as outlined below:
  - (a) a formal stage;
  - (b) a review stage.
- (2) A student may appeal against the outcome of an assessment only on one or more of the following grounds:
  - (a) that the student's performance in the assessment was substantially affected by circumstances of which the examiners had not been made aware and which the student could not with reasonable diligence have disclosed before the outcome had been determined;
  - (b) that there were procedural irregularities in the conduct of the assessment, or administrative errors, which might cause reasonable doubt as to whether the outcome would have been the same if the irregularities or errors had not occurred;
  - (c) that there is evidence of bias on the part of one or more of the examiners such that the outcome should not be allowed to stand.

A student cannot appeal against academic judgement, which includes, but is not limited to marks awarded for assessed work and outcomes for students following the acceptance/rejection of extenuating circumstances.

- (3) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the outcome of the Boards of Examiners. The student's submission must include:
  - (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in paragraph (2) above and lead the student to believe that the outcome of the assessment was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to submit any of the evidence or information for consideration by the examiners;
  - (d) in the case of appeals made in reference to paragraph (2)(c) above, a signed record by the student of all comments or remarks made by the examiners which, in the student's view, indicate bias.
- (4) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee may give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Director of Academic Services or his/her nominee may recommend an alternative route for



consideration of the student's concerns. If an appeal is considered by the Director of Academic Services or his/her nominee to be frivolous or malicious, the student may be liable for disciplinary action under the Student Disciplinary Regulations.

- (5) Appeals which are not dismissed under the provisions of paragraph (4) above will be investigated by an investigating officer from Student Administration. Normally the investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion. The investigating officer may also decide to meet with one or more individuals as part of the investigation, in which case a written record will be kept of any matters arising during the meeting which are relevant to the investigation and would be likely to influence the outcome. Where the investigating officer decides to meet with the student, the student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private.
- (6) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (7) Following his/her investigation, the investigating officer will decide on one of the following outcomes of the formal stage:
  - (a) reject the appeal, in which case the original outcome of the Boards of Examiners shall stand;
  - (b) ask the original examiners to reconsider their decision, the outcome of which shall be final;
  - (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The investigating officer in consultation with the Director of Academic Services may make stipulations about the conduct of the assessment.
- (8) In addition to the provisions of paragraph (7) above, the investigating officer and/ or the Director of Academic Services may make any recommendations which s/he deems to be appropriate in the light of his/her investigation.
- (9) The Director of Academic Services or investigating officer will inform the student in writing of his/ her decision and the reasons for it, the student's right to take the academic appeal to the review stage, the procedures and time limit for doing so and where and how to access support in this regard.
- (10) If a student chooses not to take the appeal to the review stage, or fails to do so within the given time limit of 10 working days, s/he can request that the College issue a Completion of Procedures letter.
- (11) On receipt of the written outcome of the formal stage of the appeals investigation as outlined in paragraph (10) above, a student may request a review of their appeal but only on one or more of the following grounds:
  - (a) fresh evidence can be presented which could not with reasonable diligence have been submitted with the initial appeal and which might cause reasonable doubt as to the fairness of that decision;

- (b) there is evidence of a failure to follow the procedures set out in these regulations which might cause reasonable doubt as to the fairness of the decision;
- (c) the decision was perverse given the evidence which was available at the time.

An appeal must have been considered at the formal stage as outlined in paragraphs (2 – 10) above before a student can request a review as outlined in paragraph (11) above.

(12) Requests for a review must be submitted in writing by the student to the Director of Legal and Compliance within 10 working days of the date on which the student was formally notified of the initial outcome of their appeal.

(13) The student's submission requesting a review must include:

- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for review in paragraph (11) above and lead the student to believe that the outcome of the initial investigation was not reasonable in all the circumstances;
- (b) a statement of the student's desired outcome from the review;
- (c) copies of all documentary evidence on which the student wishes to rely in the review, and an explanation for why the student was previously unable to submit any of the evidence or information for consideration at the initial stage of the appeal investigation.

(14) The Director of Legal and Compliance or his/her nominee may dismiss any request for review which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims.

(15) The review request will be considered by the Director of Legal and Compliance or his/ her nominee who has not been involved in the investigation at the formal stage of the appeals process. The designated member of staff will determine one of the following courses of action:

- (a) dismiss the request for a review;
- (b) refer the matter back to the formal stage for reconsideration;
- (c) refer the case to a Review Panel for consideration.

Exceptionally the Director of Legal and Compliance or his/ her nominee (the investigating officer) may decide to refer an appeal to a Review Panel for further consideration without the student having requested this prior to the issuing of a Completion of Procedures letter as outlined in paragraph (13).

(16) The Review Panel will comprise the Senior Vice-Principal (Education) or nominee as Chair, two members of academic staff, normally one of the School Directors of Education and a Chair or Deputy Chair of a Department Assessment Board both from the School in which the student is studying and the Head of the Academic Quality and Policy Office or his/ her nominee. The investigating officer will act as Secretary to the Panel. The investigating Officer shall be responsible for setting the date and place of the review, for notifying members of the Review Panel and the student of the arrangements, and for sending copies of all relevant documentation

to members of the Panel and the student in advance. The student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private. Where a student is unable or unwilling to attend, s/he may submit a written statement for consideration.

(17) The Review Panel will decide on one of the following outcomes.

- (a) reject the request for review, in which case the initial findings of the investigation by the investigating officer shall stand;
- (b) ask the original examiners to reconsider their decision, the outcome of which shall be final;
- (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The Review Panel may make stipulations about the conduct of the assessment.

(18) A student who wishes to abandon or withdraw a request for review at any stage must inform the Director of Legal and Compliance immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.

(19) The Director of Legal and Compliance or investigating officer will inform the student in writing of the decision of the Review Panel and the reasons for it, clarify that the internal appeals procedures of the College have been completed and of his/her right to request that the College's decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

(20) In addition to the provisions of paragraph (17) above, the Review Panel may make any recommendations which they deem to be appropriate in the light of their review of the case.

#### **19. Appeals against the termination of registration through the formal warning procedure**

(1) A student may appeal against a decision to terminate his/her registration on one or both of the following grounds:

- (a) that there is evidence of a failure to follow the procedures set out in Section 17 which might cause reasonable doubt as to the fairness of the decision to terminate the student's registration;
- (b) that fresh evidence can be presented which the student could not with reasonable diligence have disclosed before the decision to terminate his/her registration was made and which might cause reasonable doubt as to the fairness of that decision.

(2) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the decision to terminate his/her registration. The student's submission must include:

- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in paragraph (1) above and lead the student to believe that the decision to terminate his/her registration was unfair;
- (b) a statement of the student's desired outcome from the appeal;

- (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to disclose any of the evidence or information.
- (3) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit or these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee may give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Director of Academic Services or his/her nominee may recommend an alternative route for consideration of the student's concerns.
- (4) Appeals which are not dismissed under the provisions of paragraph (3) will be investigated in the first instance by an investigating officer from Student Administration. The student's registration will normally be provisionally reinstated pending the outcome. The investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion.
- (5) The findings from the investigation by the investigating officer will be presented in writing to a Senior Vice-Principal or nominee who did not make the decision to terminate the student's registration who will determine one of the following courses of action:
- (a) to reinstate the student's registration in full subject to any conditions which s/he may wish to impose;
- (b) to confirm the decision to terminate the student's registration;
- (c) to convene an Appeals Committee under the provisions of paragraph (6) below to investigate the matter further through a formal hearing.
- (6) The Appeals Committee will comprise the Senior Vice-Principal as Chair, the Head of School in which the student has studied, two other members of academic staff from School(s) in which the student has studied, but not from the student's department(s), and a member of the Students' Union. The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the student of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the student in advance. The Appeals Committee may invite one or more representatives from the student's department or school to attend all or part of the hearing for the purpose of answering questions. The student may be accompanied by another student or member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private.
- (7) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (8) The Director of Academic Services or investigating officer will inform the student in writing of the decision of the Senior Vice-Principal, and the reasons for it, as well as the student's right to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

## EXTRAMURAL STUDY

### 20. Course of extramural study

- (1) The College may offer courses which require students to study abroad, in the field or in an industrial or professional setting. Requirements for the period of extramural study, including those of attendance and submission of work, will be stated in the course specification. In exceptional cases, the College may grant exemption from the period of extramural study for students whose personal circumstances would make it inappropriate, and stipulate alternative requirements for such students as it sees fit. The arrangements for any study abroad should normally be facilitated by the Centre for the Development of Academic Skills (CeDAS).
- (2) During the period of extramural study the student will be subject to the regulations of the host institution in addition to those of Royal Holloway, and will be expected to satisfy the normal requirements of the host institution in respect of attendance and submission of work for the modules for which s/he is registered.
- (3) The host institution will be responsible for providing the student with a formal transcript of his/her results and for hearing appeals and complaints in respect of the period of extramural study in accordance with its own regulations and procedures.

### 21. Credit Transfer

- (1) Credit for periods of extramural study will be recorded as marks to be taken into account when considering the candidate for the award. The following general conditions apply:
  - (c) credit will be given only for learning which has been verified through reliable and valid assessment;
  - (d) the institution at which the learning has taken place and its arrangements for the assessment of students must have been approved for the purposes of credit transfer by the Academic Board, as part of an institutional agreement or as part of the validation of the course;
  - (e) the College will only consider for the purposes of credit transfer information on courses and examination results provided and certified by the appropriate officer at the institution responsible for the delivery of those modules;
  - (f) where credit is to be recorded as marks to be taken into account when considering the candidate for the award, the marks gained by the candidate at the other institution may be scaled to reflect any differences in marking practices, using a scheme approved for this purpose by the Executive Committee for Assessment.

# Research Degree Regulations

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Appendix 1: Regulations governing Masters by Research courses

Appendix 2: Regulations governing the Doctor of Clinical Psychology (DClinPsy)

Appendix 3: Regulations governing the Doctorate in Professional Studies (Social Work) (DPS)

Appendix 4: Regulations governing the Doctor of Philosophy by Prior Publication

Appendix 5: Regulations governing the Doctorate of Medicine (Research) (MD (Research))

Appendix 6: Regulations governing the Doctorate in Business Administration (DBA)

Appendix 7: Regulations governing the Master of Philosophy in Islamic and West Asian Studies (MPhilIWASud.)

## RESEARCH DEGREE COURSES

### 1. Courses of study

- (1) The College offers courses of study leading to the award of the following Research Degrees of the University of London:
  - (a) Master of Arts by Research

- (b) Master of Science by Research
- (c) Master of Philosophy (MPhil)
- (d) Doctor of Philosophy (PhD)
- (e) Doctor of Clinical Psychology (DClinPsy)
- (f) Doctorate in Professional Studies (DPS)
- (g) Doctorate of Medicine (Research) (MD (Research))
- (h) Doctorate in Business Administration (DBA)
- (i) Master of Philosophy in Islamic and West Asian Studies (MPhilIWASud)

And the following course which leads to the award of a Research Degree of Royal Holloway and Bedford New College:

- (j) Doctor of Philosophy by Prior Publication (PhD).
- (2) Courses of study leading to the award of an MPhil and PhD will be determined for each student individually and will consist primarily of research, which is presented in the form of a thesis and assessed by oral examination.
  - (3) A student may be required as part of a course of study leading to the award of a Research Degree to undertake one or more taught modules, either as part of the same degree course or forming part of another degree course. In such cases, the student will also be subject to any applicable regulations.
  - (4) The College reserves the right to vary the content and delivery of courses, to discontinue, merge, or combine courses, and to introduce new courses if such action is reasonably considered to be necessary by the College. Such change may occur either before or after admission. Students will be informed, as soon as is practicable, of any substantial changes which might affect their course.
  - (5) The College aims to offer flexibility within courses. However, while every student will be able to take modules appropriate to the course for which s/he is registered, no timetable can guarantee that all options will be available to all students qualified to take them.

## **2. Period of study**

- (1) In calculating the period of study for an individual student:
  - (a) account will be taken of whether the student is studying on a full-time or part-time basis or has changed their mode of study;
  - (b) any part of the course of study from which the student has been granted exemption under the provisions of Section 4 of these regulations will be included;

- (c) any period(s) of time for which the student has been granted a formal interruption of studies under the provisions of Section 5 of these regulations will be excluded.
- (2) Full-time students are not normally permitted to change to part-time study after the end of the second year of the MPhil or PhD course.
  - (3) The period of study for an MPhil or PhD Degree will be a minimum of two calendar years of full-time study, or four years of part-time study. Other courses may have their own specified periods of study.
  - (4) Students first registered on an MPhil or PhD course in or after September 2006 must submit the thesis for examination within the following periods of study, otherwise their registration with the College may be terminated under the provisions of Section 15 (1), or 17 (11) of these regulations.
    - (a) For courses of study leading to the award of MPhil, the thesis must be submitted within three calendar years of full-time study, or six calendar years of part-time study.
    - (b) For courses of study leading to the award of PhD, the thesis must be submitted within four calendar years of full-time study, or eight calendar years of part-time study. Where a student is in receipt of Research Council funding with a deadline that precedes that of the College, the former will take precedence.

### **ARRANGEMENTS FOR ADMISSION, REGISTRATION AND ENROLMENT**

#### **3. Admission to a Research Degree course**

- (1) In order to be eligible for admission to a Research Degree course an applicant must:
  - (a) be at least 16 years of age on the start date of the course of study;
  - (b) satisfy or be exempted from the General Entrance Requirements set out in the College Coursefinder and from any additional entrance requirements which may be prescribed for individual courses of study;
  - (c) be able to demonstrate proficiency in spoken and written English to the satisfaction of the College before commencing the course of study.
- (2) In assessing an applicant who does not possess the normal qualifications for admission the College will seek alternative evidence that s/he can study at the required level, has a broad general education and has achieved the specific learning outcomes, including professional competencies and proficiency in spoken and written English required for admission to the course of study. The College may set qualifying examinations where it is not satisfied that prior learning has been verified through reliable and valid assessment.
- (3) An applicant will only be admitted to a course of study which the College has judged to be sufficiently different from any studies that the applicant has previously undertaken, whether at the College or elsewhere, except where such studies are to be counted as part of



the applicant's course of study at the College under the provisions of Section 4 of these regulations.

- (4) Applicants will be asked to give details of any disability or Specific Learning Difficulty so that the College can advise them provisionally on the level of support available. Information provided for this purpose will play no part in assessing an application for admission to the College.
- (5) Applicants for admission to doctoral courses leading to the award of a professional qualification or membership of a professional body will be required to declare unspent and/or spent convictions as specified in the relevant course documentation. The decision on whether to accept an applicant will be based firstly on academic requirements, and secondly on the risk posed to staff and students. Applicants admitted to such courses who have failed to disclose criminal convictions will be subject to disciplinary action as will those who fail to disclose any criminal convictions as required which arise during their course.
- (6) A contract is formed between the College and the applicant as soon as the offer of admission to the College has been accepted. Acceptance of an offer is expressly subject to the terms of this contract, which include the requirement that students will comply with the conditions of enrolment with the College.
- (7) An applicant will normally be expected to start their course of study at standard points in the academic year.

#### **4. Exemption from part of the MPhil and PhD courses of study**

- (1) An applicant who has followed a course of postgraduate research of at least twelve months of full-time study, or 24 months of part-time study at another institution may be considered for exemption from part of an MPhil or PhD course at the College. A student who started a Masters by Research with the College and wishes to transfer to an MPhil or PhD course may be considered for exemption from part of an MPhil or PhD course at the College.
- (2) Applicants for courses of study leading to the degree of MPhil may be exempted from up to the first twelve months of full-time study, or 24 months of part-time study and will be required to complete twelve months of full-time study, or 24 months of part-time study under supervision at the College before being permitted to submit the thesis for examination.
- (3) Applicants for courses of study leading to the degree of PhD may be exempted from up to the first 24 months of full-time study, or 48 months of part-time study and will be required to complete twelve months of full-time study, or 24 months part-time study under supervision at the College before being permitted to submit the thesis for examination.
- (4) Exemption from more than twelve months of full-time study, or 24 months part-time study shall be granted only if there is convincing evidence that the applicant has already satisfied all of the College's requirements, including those for skills development, to be upgraded to the degree of PhD (see Section 9).

- (5) In order to qualify for consideration, the applicant's previous course of research:
- (a) must be in a field and at a level appropriate to the proposed course of study at the College;
  - (b) must have been undertaken at a higher education institution of appropriate standing and be certified by a competent officer at that institution;
  - (c) must have been undertaken no longer than seven years prior to the start date of the course at the College;
  - (d) must not already have been taken into account in the award of a Research Degree.

## **5. Interruption of studies**

- (1) The period of study shall normally be continuous.
- (2) The Senior Vice-Principal (Academic Strategy and Research) or nominee may permit a student to interrupt his/her studies for up to 24 months on financial, medical or personal grounds on the recommendation of the student's Head(s) of School or an authorised deputy. A period of interruption will not normally be granted during the writing-up year.
- (3) A student may only interrupt his/her studies for more than 24 months, whether consecutively or otherwise, with the permission of the Senior Vice-Principal (Academic Strategy and Research) or nominee on behalf of the Research Degrees Programmes Committee.
- (4) Students who have interrupted their studies remain registered students of the College and subject to College regulations, but, with the exception of cases of maternity/ paternity/ adoption leave, do not have the right to attend classes, use College facilities, or receive tuition or supervision other than occasional access to tutors by arrangement. Exceptions may also be made to support recovery in cases of interruptions due to mental health and wellbeing.
- (5) Registration periods for international students may be restricted by visa regulations.

## **6. Registration with the College**

- (1) In order to be eligible for registration as a student of the College, an applicant must have applied for and been formally offered admission, and have satisfied the academic and other conditions for admission.
- (2) No student may normally register concurrently for more than one course of study at the College unless special provision is made for this in the regulations for the individual courses of study.
- (3) No student may normally register concurrently as a student of another institution except:
  - (a) to undertake an approved course of extramural study which does not in itself lead to an academic award or qualification;

- (b) where special provision has been made for joint registration in a formal agreement between the College and the other institution.
- (4) Students who register with the College retain their registration status until they graduate, withdraw permanently or have their registration terminated by the College. Students must give written notice to the Director of Academic Services before withdrawing.

## 7. Registration on MPhil and PhD courses

- (1) Each student following a course of study leading to the award of the degree of PhD shall be registered in the first instance for the degree of MPhil, except where in granting exemption from part of the course of study under the provisions of Section 4 of these regulations it is determined that the student has previously satisfied the requirements to be registered for the degree of PhD.
- (2) A student wishing to upgrade his/her registration to the degree of PhD must successfully complete a formal review under the provisions of Section 9 of these regulations. The first attempt to upgrade must be undertaken within the first twenty months of full-time study, or the first forty months of part-time study. If the student is not successful on the first attempt, s/he may be granted a second and final attempt before the end of the second year of full-time study, or the fourth year of part-time study.
- (3) A student who has upgraded his/her registration to the degree of PhD may opt to transfer back to the degree of MPhil at any time up to the date of entry to the final examination.
- (4) At the time of a student's initial registration on an MPhil or PhD course, the School Director of PGR Education shall ensure:
  - (a) that the student has been allocated a supervisor, a second supervisor and/or an adviser in accordance with the requirements of the [Code of Practice for Research Degree Students and Supervisors](#) and that the supervisory arrangements as a whole are appropriate;
  - (b) that any issues arising from commercial funding of the research, and matters of intellectual property and research ethics, have been considered and addressed appropriately;
  - (c) that any specific and material needs on the part of the student have been considered and addressed appropriately, taking account of the mode and place of study and any disabilities or impairments which the student may have disclosed to the College.

## 8. Annual enrolment with the College

- (1) Students who have not interrupted their studies under the provisions of Section 5 of these regulations must enrol for each year of their studies by:
  - (a) completing the Online Sign-Up process;

- (b) paying, or making arrangements acceptable to the College to pay, the tuition fees and any outstanding debts, as outlined in the Fees Regulations;
- (c) providing relevant documentation to verify their identity and the right to study in the UK at the outset of the course and, where required, during their studies.

In the case of collaborative provision students may have these obligations to the partner institution rather than the College.

The standard enrolment points are September, January or April each year. The College reserves the right to decline to enrol a student who arrives after the advertised dates without prior approval and in the absence of medical or other good cause deemed acceptable by the Director of Academic Services.

- (2) It is a condition of enrolment that students agree to abide by and submit to the College Statutes, Regulations and Rules, as made and amended from time to time by the Academic Board and Council. Without prejudice to the generality of that statement, these include the academic regulations, the fee regulations, the library and computing regulations, arrangements for hearing appeals and grievances, codes of discipline, safety rules and arrangements in respect of the Data Protection Act (1998). Failure to comply may result in the student's registration with the College being terminated.
- (3) Enrolment gives students the right to attend classes, receive tuition or supervision and have access to relevant College facilities.
- (4) The amount of paid work undertaken by a student enrolled with the College on a full-time basis shall not exceed twenty hours per week. No student may undertake paid work which may conflict with his/her responsibilities as a student of the College.
- (5) Where full-time students are enrolled on writing-up status, they are expected to undertake periods of study at an average of 21 hours per week for at least 24 weeks. This only applies to students in their first year of writing-up, and only to those who were previously enrolled on a full-time basis.

## **ASSESSMENT OF ACADEMIC PROGRESS DURING THE MPhil AND PhD COURSES**

### **9. Reviews of academic progress**

- (1) Each student's academic progress will be formally reviewed at least once every twelve months, unless the student has interrupted his/her studies under the provisions of Section 5 of these regulations and is consequently unavailable to attend a review within 12 months, in which case a review will take place not more than two months after the student has formally resumed his/her studies.
- (2) Each department or school will determine and publish at the beginning of each academic year its own procedures, requirements and criteria for the reviews, including those for upgrading to the degree of PhD, subject to the minimum requirements set out in these regulations. Where a student has supervisors in more than one department or school, the principal supervisor will be responsible for determining the procedures, requirements and

criteria which will apply and for notifying the student at the beginning of his/her course of study.

- (3) The purpose of the reviews will be:
  - (a) to consider the student's academic progress in relation to the objectives and standards which have been set; where the student is being considered for upgrading to the degree of PhD, the review will assess whether the student has reached an appropriate standard and has in prospect an adequate project of research to justify the upgrade;
  - (b) to confirm satisfactory completion of, or exemption from, the requirements for research training and development which apply for the period under review;
  - (c) to assess the amount of research completed and the extent of work outstanding;
  - (d) to determine new objectives and training requirements, and a schedule of work, which will help to ensure timely submission of work for the final examination.
- (4) In line with Section 9 (2), each department or school will be responsible for publishing their individual review procedure at the beginning of each academic year. However, as a minimum, each annual review will be conducted with at least one member of the supervisory team present plus one member of staff who is completely independent of the supervisory team. Where the student is undertaking a review for the purpose of upgrading their degree to PhD, the panel will include a minimum of three members, with at least one member of the supervisory team and one member of staff who is completely independent of the supervisory team in attendance.
- (5) Reviews may be conducted with a member of the panel present via video conference or by webcam where there are extenuating circumstances. The supervisor(s) must obtain prior agreement to the arrangements with the student. It should be noted in the written invitation to the student prior to the review meeting where a member of the panel will be present via video conference or by webcam.

Reviews will include the following components:

- (a) the consideration of a brief report, written by the student, which summarises the progress which has been made during the period under review and the extent to which objectives have been met, and sets out a draft schedule of future work;
  - (b) a meeting between the panel and the student, which will be a face-to-face meeting;
  - (c) where the student is being considered for upgrade from MPhil PhD, a substantial piece or portfolio of work, which must include written work but may also include other forms of work which are appropriate to the project of research.
- (6) All work submitted for review must consist of the student's own account of his/her investigations, with the part played by the student in any work done jointly with the supervisor(s) and/or fellow researchers clearly stated by the student and certified by the supervisor(s). The presentation of another person's work in any quantity or form without

adequately identifying it and citing its source in a way which is consistent with good scholarly practice in the discipline and commensurate with the level of professional conduct expected from the student will be considered under the [Regulations on Academic Misconduct](#).

- (7) The student will be issued with a written invitation to the review meeting, which shall state the material that the student is required to submit and the deadline by which it must be submitted.
- (8) The student may ask the panel to consider any circumstances which may have affected his/her academic performance. Such requests must be made in writing and be supported with appropriate documentary evidence in accordance with the [Instructions to Candidates](#). Requests must be submitted within the deadline set by the school for the submission of material for the review, except where the circumstances only relate to the student's performance at his/her meeting with the panel, in which case the student must inform the panel of his/her circumstances at the beginning of the meeting and then submit the written request and supporting evidence not more than seven days later.
- (9) If it is decided that the student has not made satisfactory progress, or if there is concern that the student will not reach the required standard and/or be in a position to submit the thesis within an appropriate timeframe, the panel will recommend a course of action and provide the student with written guidance on the reasons for their concerns and what would need to be done by the student in order to address them.
- (10) The panel will record the outcome of the review and its recommendations using the relevant form issued by the Director of Academic Services. A copy of the form will be kept on file in the Doctoral School together with copies of the materials submitted by the student and any other documents which have contributed to the panel's decision. A copy of the form will also be given to the student. If the purpose of the review is to consider the student for upgrading to the degree of PhD, the student will also be sent formal notification by the Director of Academic Services of the outcome, its implications for the student's registration at the College and, if appropriate, the right to appeal against the decision under the provisions of Section 21 of these regulations.
- (11) The outcomes of all reviews will be considered by the School Research and Knowledge Exchange Committee. If the panel has identified concerns about the student's progress, the Committee will consider the panel's recommendations and may decide to hold a further formal review and/or to invite the Head of School or an authorised deputy to issue the student with a formal warning under the provisions of Section 10 of these regulations.

## **TERMINATION OF REGISTRATION ON RESEARCH DEGREES**

### **10. Termination of registration on research degrees**

- (1) Where a student's record of attendance, academic performance or productivity is unsatisfactory, the Head(s) of School or an authorised nominee may recommend to the Senior Vice-Principal (Academic Strategy and Research) or nominee that the student's registration should be terminated. If the Head(s) of School or an authorised deputy is a member of the student's supervisory team, it may be appropriate for a different member of

staff to be involved in making such a recommendation and in monitoring the student's progress. In addition, for students holding a Student Route (Tier 4 ) Visa, the College has obligations placed on it to report non-attendance to UK Visas and Immigration and may terminate a student's registration without following the formal warning process.

- (2) Before making a recommendation to the Senior Vice-Principal (Academic Strategy and Research) or nominee, Student Administration, (inclusive of the Doctoral School), on behalf of the Head(s) of School or authorised nominees , will issue the student with two formal warnings by letter. Each letter shall state the reason(s) for the warning, the nature of any requirement made of the student in order to demonstrate improvement and the period of time within which this is to be done in order for the student to avoid his/her registration being terminated. The second letter of formal warning shall state the fact that it is the final warning.
- (3) Normally four weeks will elapse between the first and second formal warnings in order to give adequate time for the student to demonstrate a satisfactory level of improvement.
- (4) At each warning the student will be offered the opportunity to submit a written response and/or to meet with the Head(s) of School or an authorised nominee in order to discuss the grounds for the warning. The student may be accompanied at the meeting by another student or member of staff of the College. On provision of satisfactory and adequately documented explanation for the student's record of attendance, academic performance or productivity Student Administration, on behalf of the Head of School or nominee, may set the warning aside. This decision will be confirmed to the student by letter. Formal warnings which have not been set aside will remain active for the duration of the student's course of study.
- (5) If after the second letter of formal warning there is insufficient improvement, the Head(s) of School or authorised nominee may recommend, that the student's registration should be terminated. Student Administration will present the case to the Senior Vice-Principal (Academic Strategy and Research) or nominee, who will make a final decision based on the particular circumstances.
- (6) The Director of Academic Services, or a nominee, will write to each student whose registration has been terminated informing him/her of the decision and the reasons for it, of the right to appeal against the decision and the appeals procedure as set out in Section 22 of these regulations, and of the date by which any appeal must be submitted.

## **FINAL EXAMINATION FOR THE DEGREE OF MPhil OR PHD**

### **11. Entry or re-entry to the final examination**

- (1) Each student must submit to the Doctoral School his/her formal entry or re-entry to the final examination at least two months before submitting the thesis, using the form issued for this purpose by the Director of Academic Services.
- (2) If a student does not submit the thesis within eighteen months of submitting the entry form, his/her entry to the final examination will be cancelled.

- (3) Students will be examined in accordance with the regulations in force at the time they submitted their formal entry or re-entry for the examination.
- (4) Examiners reserve the right to decline to examine an incomplete or unfinished thesis.

## **12. Appointment of examiners for MPhil and PhD courses of study**

- (1) The examiners for the thesis will be nominated in the first instance by the student's principal supervisor. In order to ensure that examiners are sufficiently independent, supervisors should avoid repeatedly nominating the same individual and should not enter into reciprocal examining arrangements. The supervisor may contact potential nominees informally in order to establish whether or not they would be willing and able to act as examiners.
- (2) The supervisor's nominations will be considered in the first instance by the School Director of PGR Education in consultation with a range of discipline specialists, and a record of the process will be kept in the department or school. Where the student is registered in more than one department or school, discipline specialists from the other department(s) or school(s) will also be consulted. The School Director of PGR Education may seek advice on individual nominations from senior academics in the College or elsewhere.
- (3) If the nominations are deemed to be acceptable they will be approved by the School Director of PGR Education and reported to the Research Student Oversight Committee at the time of the student's formal entry or re-entry to the examination using the form issued for this purpose by the Director of Academic Services. Where necessary the School Director of PGR Education will seek the advice of the Research Student Oversight Committee and/or the Chair of the Research Degrees Programmes Committee, before approving a nomination.
- (4) Two examiners, or exceptionally three if the School Director of PGR Education determines that the scope of the thesis is such that it cannot be examined adequately by two individuals, will be appointed to act jointly for each student as follows.
  - (a) at least one of the examiners will be external to Royal Holloway when the nomination is made, meaning that s/he must not have been a member of staff at Royal Holloway for a period of at least three years.
  - (b) one examiner will normally be a member of staff, a visiting lecturer, a visiting professor or emeritus professor at Royal Holloway when the nomination is made, or will have held such a position within the last three years. If no suitable individual is available from the College a second examiner who is part of the University of London may be appointed. Where an examiner is appointed from the staff at Royal Holloway, the individual must be genuinely independent of the student's course of study.
  - (c) both examiners should be external to Royal Holloway where the thesis to be examined has been submitted by a member of College academic staff (e.g. lecturer, senior lecturer, reader, Professor) or a member of professional service staff who holds a substantive post in the institution.



- (5) The aim of the appointment process is to appoint examiners who will be able, and be seen to be able, to make a fair and independent assessment of the student and his/her thesis and to ensure the good standing of University of London Research Degrees through the consistent application of appropriate academic standards. To this end:
- (a) the examiners will be of sufficient authority in the discipline to command the respect of the wider academic community and familiar with current standards and procedures of Research Degrees in the UK;
  - (b) the examiners will be experts in the field of the thesis; whilst it is accepted that each examiner individually may not have expertise in all parts of the precise topic, the examiners together should be able to cover all aspects of the work to be presented by the student;
  - (c) the examiners will be able to make an independent assessment of the student and will not therefore have played an active role previously in assessing the student's academic progress on the course of study or have had any other involvement with the student or supervisor which might reasonably lead to an allegation of bias;
  - (d) at least one of the examiners will, wherever practicable, have had experience in examining for a Research Degree of the University of London.
- (6) Following his/her formal appointment by the Research Degrees Programmes Committee, each examiner will be sent a letter of appointment and details of the College's rules, regulations and guidelines for the assessment of Research Degrees by the Doctoral School.

### **13. Requirements of the MPhil and PhD theses**

- (1) Save for the following provisions, the thesis will comprise a piece of scholarly writing of not more than 60,000 words for the degree of MPhil, and of not more than 100,000 words for the degree of PhD, with a full bibliography and references and with a satisfactory standard of literary presentation. The word counts include references, footnotes and endnotes, but exclude the bibliography and any appendices, which should only include material which the examiners are not required to read in order adequately to examine the thesis, but to which they may refer if they wish.
- (2) The thesis must be complete and in a finished state. Examiners reserve the right to decline to examine a thesis which, in their judgement, is incomplete or unfinished. This would include a thesis where a complete chapter or chapters are missing, or where parts of the thesis are written in note form.
- (3) In the field of Drama and Theatre Studies, where the student has undertaken research in which practice forms a core methodology and mode of enquiry, the PhD submission may include a live performance (broadly defined) or a piece of creative writing (normally a play script) devised specifically for the degree, together with a body of critical/theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole. The relationship between the practical/creative and critical/theoretical components of the thesis

will vary depending on the specific project. The exact balance will be decided between the student and the supervisory team, however, the following is a suggested breakdown:

- (a) a substantial body of performance or creative work;
- (b) normally 30,000 – 60,000 words of critical writing.

Live performance work submitted as part of the PhD will be appropriately documented, and a retainable record of the performance(s) or other creative practices will be submitted in a form which has been approved by the School Research and Knowledge Exchange Committee.

- (4) In the field of Media Arts, Film, Television and Digital Media, where the student has undertaken research in which practice forms a core methodology and mode of enquiry, the PhD submission may include a body of creative work, including creative writing, undertaken for the degree together with a body of critical/theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the specific project but will be examined as an integrated whole. The precise balance between the creative and critical elements of the thesis will be decided between the student and the supervisory team. However, the following is a suggested breakdown:

- (a) a substantial body of creative work;
- (b) normally 30,000 – 60,000 words of critical writing.

In the case of creative writing the thesis may run to 120,000 words in total depending on the nature of the creative written work to be submitted. If an exhibition, live performance or other non-textual creative work is to be submitted as part of the PhD, it will be appropriately documented and a retainable record of these creative practices will be submitted in a form that has been approved by the supervisory team.

- (5) In the field of Music, the main outcomes of the student's research may be submitted in either a written format, in accordance with the normal provisions for a Research Degree thesis, or in a practical format, in accordance with the provisions of (6) and (7) below. A thesis which is submitted in accordance with the normal provisions may be accompanied by illustrative material in the form of recorded and/or live performance, together with a retainable record of the performance in a form which has been approved by the School Research and Knowledge Exchange Committee. All components of the thesis will be submitted concurrently and examined as an integrated whole.
- (6) Where a student working in the field of Music has undertaken research in composition, s/he may submit a major work or portfolio of works of original compositions accompanied by a written commentary, components which together constitute the thesis. The composition work should show artistic skill, coherence and originality, should bear relation to the research questions outlined in the written commentary, and should include supporting recorded material of as many of the compositions as possible in a form which has been approved by the School Research and Knowledge Exchange Committee. The written commentary should outline the compositionally-driven research questions governing the submission as a whole, and should reflect on the creative processes involved in producing

the portfolio by employing intellectually rigorous analytical and critical techniques. The commentary should also make clear that the student is well acquainted with the history and contemporary developments of the genre(s) in which s/he is working in the creative portion of the thesis, and the associated critical field or fields, and is able independently to analyse, interpret and evaluate associated debates and theoretical positions. All components of the thesis shall together present an integrated argument and shall be submitted concurrently and examined as an integrated whole. The duration of the composition work and the length of the commentary will be decided between the student and the supervisory team, however the guide durations are as follows:

#### PhD

- between 75 and 100 minutes of original composition work;
- 15,000–20,000 words of critical writing.

#### MPhil

- between 45 and 60 minutes of original composition work;
- 10,000–13,000 words of critical writing.

(7) Where a student working in the field of Music has undertaken research in performance practice, s/he may submit performance material, presented as one or more concerts, recitals or recordings, accompanied by a written commentary or study, components which together constitute the thesis. The performances should show artistic skill, insight and technical mastery, and should bear relation to the research questions outlined in the written component. All the performance material to be considered as part of the thesis should be made available to the examiners and recorded for archiving with the written component. The written component should outline the performance-driven research questions governing the submission as a whole and make clear the significance of the performances by employing intellectually rigorous analytical and critical techniques. The commentary should also make clear that the candidate is well acquainted with the history and contemporary developments of the genre or genres in which s/he is working in the creative portion of the thesis, and the associated critical field or fields, and is able independently to analyse, interpret and evaluate associated debates and theoretical positions. All components of the thesis shall together present an integrated argument and shall be submitted concurrently and examined as an integrated whole.

(8) Where the student has undertaken research in creative writing or poetic practice the thesis will comprise a body of creative work devised specifically for the degree together with a body of critical/theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the specific project. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole. The exact balance between the creative and critical elements of the thesis will be decided between the student and supervisor; however, the following is a suggested breakdown, though in all cases the critical writing element must be a minimum of 20,000 words:

#### **Fiction**

The thesis is normally between 80,000-150,000 words in total:

- 60,000–90,000 words of creative writing;
- 20,000–60,000 words of critical writing.

### **Poetry and Poetic Practice**

The thesis is the equivalent of normally between 80,000-150,000 words in total:

- 45–60 pages of poetry or equivalent practice-based output;
- 20,000–60,000 words of critical writing.

(9) Where a student working in the field of Geography has undertaken research in which practice forms a core methodology and mode of research, the PhD submission may include a body of creative work devised specially for the degree together with a body of critical/theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the specific project. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole. The exact balance between the creative and critical elements of the thesis will be decided between the student and the supervisory team; however, the following is a suggested breakdown:

- A substantial body of creative work;
- Normally 30,000-60,000 words of critical writing.

If an exhibition, live performance or other non-textual creative work is to be submitted as part of the PhD, it will be appropriately documented and a retainable record of these creative practices will be submitted in a form which has been approved by the supervisory team and the School Research and Knowledge Exchange Committee.

(10) Where a student working in the field of History has undertaken research in which practice forms a core methodology and mode of research, submission may include a body of creative and/or curatorial and/or archival work conceived specially for the degree. The practice element of the PhD will be informed by research and appropriately documented. A retainable record of these creative practices will be submitted in a form which has been approved by the supervisory team, together with a body usually 30,000-60,000 words of critical and theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the project. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole. The exact balance between the creative, theoretical and critical elements of the thesis will be decided between the student and the supervisory team.

(11) Where a student working in the field of Classics has undertaken research in which practice forms a core methodology and mode of research, submission may include a body of creative and/or curatorial and/or archival work conceived specially for the degree. The practice element of the PhD will be informed by research and appropriately documented. A retainable record of all non-textual creative practices, such as an exhibition or live performance, will be submitted in a form which has been approved by the supervisory team and the School Research and Knowledge Exchange Committee, together with a body

usually 30,000-60,000 words of critical and theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the project. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole. The exact balance between the creative, theoretical and critical elements of the thesis will be decided between the student and the supervisory team.

- (12) In the field of Languages, Literatures and Cultures (French, German, Hispanic Studies or Italian), where the student has undertaken research in which translation forms a core methodology, the PhD submission will consist of a body of translation work that is of publishable quality, and a critical commentary on the translation work which is informed by scholarly research. The precise balance between the translation and critical components of the thesis will be decided between the student and the supervisory team. The length of the target text will depend on the nature of the source material, but will usually be between 20,000 and 50,000 words. The critical commentary will usually be between 30,000 and 50,000 words. The target text and the critical commentary should be submitted concurrently and will be examined as an integrated whole, which should be between 80,000 and 100,000 words. The source text will be included as an appendix and not counted in the word count.
- (13) Where a student working in the field of Languages, Literatures and Cultures has undertaken research in which practice forms a core methodology and mode of research, submission may include a body of creative and/or curatorial and/or archival work conceived specially for the degree. The practice element of the PhD will be informed by research and appropriately documented. A retainable record of these creative practices will be submitted as a portfolio, together with a body usually 30,000-60,000 words of critical and theoretical writing. Both will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the project. Taken together, they will demonstrate the contribution to knowledge made by the thesis as a whole, and should total between 80,000 and 100,000 words. The exact balance between the creative, theoretical and critical elements of the thesis will be decided between the student and the supervisory team.
- (14) The scope of the thesis will be what might reasonably be expected after two or at most three years of full-time study for the degree of MPhil, and after three or at most four years of full-time study for the degree of PhD.
- (15) The thesis will consist of the student's own account of his/her investigations, with the part played by the student in any work done jointly with the supervisor(s) and/or fellow researchers clearly stated by the student and certified by the supervisor(s). The presentation of another person's work in any quantity or form without adequately identifying it and citing its source in a way which is consistent with good scholarly practice in the discipline and commensurate with the level of professional conduct expected from the student will be considered under the [Regulations on Academic Misconduct](#).
- (16) The greater proportion of the work which is recorded in the thesis must have been undertaken after the student's initial registration for the Research Degree course at the College, subject to the provisions of Section 4 of these regulations, and shall not have been submitted previously for a degree or comparable award of the University of London or any

other university or institution. Any work which has been incorporated in the thesis and has been submitted previously in this way must be clearly indicated.

(17) The thesis for the degree of MPhil will be a record either of original work or of an ordered and critical exposition of existing knowledge and provide evidence that the field has been surveyed thoroughly; whereas the thesis for the degree of PhD will form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power.

(18) The thesis must be presented in accordance with *either* of the following formats:

(a) The thesis will be an integrated whole and present a coherent argument. Research work already published, or submitted for publication, at the time of submission of the thesis, either by the student alone or jointly with others, may be integrated into the body of the thesis in a suitably adapted form. Any publications derived from the work in the thesis may also be bound as supplementary material at the back of the thesis.

*Or*

(b) Students wishing to present a thesis in a format other than a monograph, for example as papers (including book chapters, journal articles, or conference proceedings) may do so with the permission of their supervisor. This must normally be confirmed at the time of the upgrade review. The thesis should include the following:

(i) *Either* a short introduction which provides the context of the research, the rationale for the investigation, and the strategy employed during the research at the start of the thesis, together with a critical evaluation of the work presented in the thesis located at the end of the thesis; *or* a longer introductory section which includes the introduction as defined in section 13, paragraph 18 (b) (i) *and* the critical evaluation, at the start of the thesis. In either instance the critical evaluation, should be a maximum of 15,000 words.

(ii) A detailed methodology section which describes the methods employed during the research with a detailed critical analysis of those methods making reference to the main thesis content derived from those methods. This should be a maximum of 8,000 words.

(iii) a summary and conclusion which draws together, with the critical evaluation, the various outcomes of the work into a coherent synthesis and indicates directions for future work.

(19) The option under section 13, paragraph (18) (b) is not available for students presenting research in the field of creative writing or poetic practice.

(20) The thesis will give a critical assessment of the relevant literature, describe the method of research used and its findings and include a discussion on those findings. For the degree of PhD, the thesis will additionally indicate in what respects the findings appear to the

student to advance the study of the subject and, in so doing, demonstrate objectivity, the capacity for judgement in complex situations and autonomous work in the field of study, and a deep and synoptic understanding of that field, the student being able to place the thesis in a wider context.

(21) The thesis for the degree of PhD will demonstrate research skills relevant to the thesis and be of a standard to merit publication in whole or in part or in a revised form, for example as a monograph or as a number of articles in learned journals.

#### **14. Language of the MPhil and PhD theses**

- (1) The written part of the thesis will be in English.
- (2) Where a student has undertaken research in the field of Modern Foreign Languages and Literatures, s/he may apply for permission on an exceptional basis to write the thesis in the language of study. Successful applications must meet all or substantially all of the following criteria:
  - (a) the language of the thesis must be the same as the main language of study;
  - (b) the thesis must involve a high degree of reference to samples from, or texts written in the language of study;
  - (c) the critical or other professional discourse of the subject must be substantially grounded in the language of study;
  - (d) publication in the language of study must be perceived as being beneficial to the subject and in the best interests of the student.
- (3) Applications based on deficiencies or shortcomings in the student's command of English, or the fact that the student is not a native speaker of English, or the fact that the candidate is a native speaker of the language of study, shall not be approved.
- (4) Applications must be submitted in writing by the student to the Doctoral School at an early stage in the student's studies, or before initial registration for the course of study, and must be supported in writing by the student's supervisor(s). Applications will be considered by the Senior Vice-Principal (Academic Strategy and Research on behalf of the Research Degrees Programmes Committee). The student shall be notified in writing of the decision, the reasons for the decision and, if appropriate, the right to request within two weeks of notification that the decision be reviewed by the Principal or his/her nominee.
- (5) If the application is approved, the student will be required to include in the thesis an additional submission of between 10,000 and 20,000 words, which will be written in English with a satisfactory standard of literary presentation and summarise the main arguments of the thesis. The summary shall not be included in the word count for the thesis.

#### **15. Submission of the MPhil and PhD theses**

- (1) An electronic copy of the thesis must be submitted by the student to the Doctoral School, except in cases where agreement is in place for a restriction of access for reasons of

confidentiality, commercial sensitivity or patents where instead two hard copies of the thesis must be submitted by the student. In such cases, the student may be required to submit a third copy of the thesis in the event that a third examiner is appointed at any stage in the examination process. The thesis must be submitted within the maximum period of registration in Section 2 (4) (a) and (b). Failure to submit within the required period will normally result in the student failing the degree without the option to present the thesis for a second time, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.

- (2) Failure to submit by the submission deadline will normally result in the student failing the degree without the option to present the thesis for a second time, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.
- (3) All components of the thesis must be presented for examination in a final form and in the case of hard copies bound in accordance with the [Instructions and Notes on Submission](#).
- (4) The decision to submit a thesis in any particular form rests with the student alone.

#### **16. Conduct of the MPhil and PhD final examination**

- (1) The final examination for the MPhil and PhD Degree will be based on a thesis submitted by the student and an oral examination, which in all cases will be conducted in English. The examiners may additionally require the student to undertake practical and/or written examinations on the subject of the thesis and/or other relevant subjects at times and places determined by the College.
- (2) Each oral examination must have an independent chair and be recorded. The recording will be kept by the Doctoral School until the student is awarded or discontinues their studies, after which time it will normally be destroyed. The recording will only be listened to in the event of an academic appeal or complaint, and only by those involved with investigating the appeal or complaint. The independent chair's role will be to act as an observer and to ensure that the procedures are followed. S/he will not be directly involved with examining the thesis. The independent chair will normally be a member of the academic staff, but not the Head of School, who has had no involvement with the student's course of study. It is expected that the independent chair will normally have had experience of conducting at least three Research Degree viva voce examinations as an examiner.
- (3) All matters relating to the final examination must be treated as confidential. Examiners are not permitted to divulge the content of previously unpublished material contained in a student's thesis until such time as the thesis has been placed in the public domain and any restrictions on access to the thesis which have been granted by the College under the provisions of Section 20 of these regulations are removed.
- (4) Before holding the oral examination, or before preparing a joint report in those cases where the student is to be re-examined without holding an oral examination, each examiner will write an independent, preliminary report on the thesis. The preliminary reports will be submitted to the Doctoral School, prior to the examination, but will not normally be made available to the student.



- (5) Where an examiner deems the thesis to be incomplete or unfinished, such that it will not be examined, the examiner(s) will not write a report but will instead write a brief statement giving the reason for his/her decision. This statement will be submitted to the Doctoral School and will be made available to the student. This first, unexamined submission of the thesis for examination will be counted as a first submission.
- (6) The oral examination can be held either online or in person. If it is in person, it will be held at the College or in one of the buildings owned by the University of London in central London, unless both the student and the College agree that it is expedient to hold the oral examination elsewhere. The viva will normally be held within three months from the submission of the thesis.
- (7) The principal supervisor will be invited to attend the oral examination as an observer, unless the student indicates otherwise at the time of his/her formal entry or re-entry to the final examination. The supervisor will not participate in the examination of the student unless invited to contribute by the examiners. Otherwise the oral examination will be held in private.
- (8) The student must bring to the oral examination a copy of his/her thesis paginated in the same way as the copies submitted to the College. This may be an electronic copy.
- (9) After any oral examination, a joint final report shall be prepared by the examiners for submission to the Research Degrees Programmes Committee. The joint final report will be released routinely to students for their personal information.
- (10) Students with any disability or Specific Learning Difficulty may ask for reasonable adjustments to be made to the conduct of the final examination under the provisions of the [Regulations on Access Arrangements for Assessment](#). Such requests should be submitted to the Doctoral School at the time of the student's formal entry or re-entry to the final examination where possible and not later than two weeks before the date of the oral examination.
- (11) Where a student feels that his/her academic performance on the date of the oral examination may be substantially affected by unexpected medical or other personal circumstances, the student should inform the examiners of his/her situation no later than the start of the oral examination so that they can make a decision on whether or not to proceed. The examiners may require the student to submit evidence of his/her condition to the Doctoral School within seven days.

## **17. Outcome of the PhD examination**

- (1) If the thesis fulfils the criteria for the PhD degree set out in Section (13) of these regulations and the student satisfies the examiners in all other parts of the examination, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree.
- (2) If the thesis otherwise fulfils the criteria for the PhD degree set out in Section 13 of these regulations, but requires minor amendments, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make

amendments to the thesis specified by them within three months. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 17 (g).

- (3) Where the examiners have required the student to submit a finished thesis as the original one was not examined by reason of being incomplete, the completed thesis shall be submitted to the examiners within three months of the original decision. In such a case the candidate must undergo an oral examination. If the amended thesis is satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them unconditionally in the examination for the PhD degree. If the amended thesis is not satisfactory, the examiners will either (i) require the student to make minor amendments to the thesis specified by them within three months or (ii) require the student to make moderate amendments to the thesis specified by them within a period of up to nine months or (iii) determine that the student has not satisfied them in the examination under the provisions of Section 17 (g).
- (4) If the thesis otherwise fulfils the criteria for the PhD degree set out in Section 13 of these regulations, but requires amendments to address errors of substance or omission, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within a period of up to nine months. This option is not available to examiners re-examining a thesis. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory, without the requirement to conduct a further viva. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 17 (g).
- (5) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the student be permitted to re-present his/her thesis in a revised form within 18 months. This option is not available to examiners re-examining a thesis. The examiners shall not make such a decision without first submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination a student who under this regulation has been permitted to re-present the thesis in a revised form. In considering the revised thesis the examiners shall choose from the following outcomes: (a) The revised thesis is satisfactory and the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree; (b) The examiners require the student to make minor amendments specified by them within three months, in accordance with Section 17 (2); (c) The revised thesis is not satisfactory but as presented satisfies the criteria for the award of the MPhil degree in accordance with Section 17 (8) (a); (d) The revised thesis is not satisfactory and the student should make minor amendments in order to satisfy the criteria for the award of MPhil in accordance with Section 17 (8) (b); or (e) The revised thesis has not

satisfied the criteria for the degree of PhD or MPhil and may no longer be considered for an award.

- (6) If the thesis satisfies the criteria for the PhD degree set out in Section 13 of these regulations, but the student fails to satisfy the examiners at the practical or written examination prescribed under Section 16(1), the examiners may determine that the student be exempted on re-entry from presentation of the thesis and be permitted to submit to a further practical or written examination within a period specified by them and not exceeding 18 months. This option is not available to examiners re-examining a thesis. The examiners may at their discretion exempt the student from taking a further oral examination.
- (7) If the thesis satisfies the criteria for the PhD degree set out in Section 13 of these regulations, but the student fails to satisfy the examiners at the oral examination, the examiners may determine that the student be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding 18 months.
- (8) If, after completion of the examination, including the oral examination, the examiners determine that a student has not reached the standard required for the award of the PhD degree nor for the re-presentation of the thesis in a revised form for that degree, they shall consider whether the thesis does or might be able to satisfy the criteria for the award of the MPhil degree. If they so decide, the examiners shall submit a report which demonstrates either how the criteria for the MPhil degree are satisfied, or what action would need to be taken in order for these criteria to be satisfied. Thereafter one of the following procedures will apply.
  - (a) If the thesis as it stands fulfils the criteria for the MPhil degree set out in Section 13 of these regulations and the student satisfies the examiners in all other parts of the examination, the student will be informed that s/he has been unsuccessful at the examination for the PhD degree, but that the examiners have indicated that s/he has reached the standard required for the award of the MPhil degree. The student will be given two months to indicate whether or not s/he wishes to be considered for the award of the MPhil degree. If the student indicates that s/he wishes to be so considered, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree. If the student does not indicate within two months that s/he wishes to be so considered, s/he will be informed that s/he has failed to satisfy the examiners for the PhD degree and that s/he may no longer be considered for the award of the MPhil degree.
  - (b) If the thesis otherwise fulfils the criteria for the MPhil degree set out in Section 13 of these regulations, but requires minor amendments, and the student satisfies the examiners in all other parts of the examination, the student will be informed that s/he has been unsuccessful at the examination for the PhD degree, but that with minor amendments to the thesis s/he would satisfy the criteria for the award of the MPhil degree. The student will be given two months to indicate whether or not s/he wishes to be considered for the award of the MPhil degree. If the student indicates that s/he wishes to be so considered, s/he must then within three months submit the amended thesis to the examiners, or to one of their number nominated by

them, for confirmation that the amendments are satisfactory. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of paragraph 7. If the student does not indicate within two months that s/he wishes to be so considered, s/he will be informed that s/he has failed to satisfy the examiners for the PhD degree and that s/he may no longer be considered for the award of the MPhil degree.

- (c) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the student be permitted to enter the examination for the MPhil degree and re-present his/her thesis in a revised form within twelve months. The examiners may at their discretion exempt from a further oral examination a student who under this regulation has been permitted to re-present the thesis in a revised form. If the revised thesis is satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree. If the revised thesis otherwise fulfils the criteria for the MPhil degree set out in Section 13, but requires minor amendments, the examiners may follow the procedure in Section 18 (2). If the revised thesis is not satisfactory, the examiners shall determine that the student has not satisfied them in the examination under the provisions of Section 18 (8).
- (g) The examiners may determine and report to the Research Degrees Programmes Committee that the student has not satisfied them in the examination. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the student to an oral examination. A student who fails to satisfy the examiners will not be permitted to re-enter for the examination.
- (10) If the examiners are unable to reach agreement, their reports shall be referred to the Research Degrees Programmes Committee, which shall determine the action to be taken. This will normally involve the appointment of an independent third or fourth examiner who will be external to the College as well as the institutions in which the original examiners are members of staff.
- (11) In all cases where the outcome requires re-submission of the thesis and/or a further form of examination students must submit the thesis by the deadline and/or undertake the examination on the date(s) set. Failure to do so will normally result in the student failing the degree, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.

## **18. Outcome of the MPhil examination**

- (1) If the thesis fulfils the criteria for the MPhil degree set out in Section 13 of these regulations and the student satisfies the examiners in all other parts of the examination, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree.

- (2) If the thesis otherwise fulfils the criteria for the MPhil degree set out in Section 13 of these regulations, but requires minor amendments, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within three months. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 18 (8).
- (3) Where the examiners have required the student to submit a finished thesis as the original one was not examined by reason of being incomplete, the completed thesis shall be submitted to the examiners within three months of the original decision. In such a case the candidate must undergo an oral examination. If the amended thesis is satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them unconditionally in the examination for the MPhil degree. If the amended thesis is not satisfactory, the examiners will either (i) require the student to make minor amendments to the thesis specified by them within three months or (ii) require the student to make moderate amendments to the thesis specified by them within a period of up to nine months or (iii) determine that the student has not satisfied them in the examination under the provisions of Section 18 (8).
- (4) If the thesis otherwise fulfils the criteria for the MPhil degree set out in Section 13 of these regulations, but requires amendments to address errors of substance or omission, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within a period of up to nine months. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory, without the requirement to conduct a further viva. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MPhil degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 18 (8).
- (5) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the student be permitted to re-present his/her thesis in a revised form within twelve months. The examiners shall not make such a decision without first submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination a student who under this regulation has been permitted to re-present the thesis in a revised form.
- (6) If the thesis satisfies the criteria for the MPhil degree set out in Section 13 of these regulations, but the student fails to satisfy the examiners at the practical or written examination prescribed under Section 16(1), the examiners may determine that the student be exempted on re-entry from presentation of the thesis and be permitted to submit to a further practical or written examination within a period specified by them and not

exceeding twelve months. The examiners may at their discretion exempt the student from taking a further oral examination.

- (7) If the thesis satisfies the criteria for the MPhil degree set out in Section 13 of these regulations, but the student fails to satisfy the examiners at the oral examination, the examiners may determine that the student be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding twelve months.
- (8) The examiners may determine and report to the Research Degrees Programmes Committee that the student has not satisfied them in the examination. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the student to an oral examination. A student who fails to satisfy the examiners will not be permitted to re-enter for the examination.
- (9) If the examiners are unable to reach agreement, their reports shall be referred to the Research Degrees Programmes Committee which shall determine the action to be taken.
- (10) In all cases where the outcome requires re-submission of the thesis and/or a further form of examination students must submit the thesis by the deadline and/or undertake the examination on the date(s) set. Failure to do so will normally result in the student failing the degree, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.

#### **19. Notification of results**

- (1) Final results will be issued to students by the Director of Academic Services after they have been considered and approved by the Research Degrees Programmes Committee.
- (2) The degree of MPhil or PhD shall not be awarded until one electronic copy of the final, post-viva, corrected version of the thesis has been submitted to the institutional repository and lodged with the Doctoral School (see Section 15(1) of these regulations).
- (3) A diploma under the seal of the University of London shall be subsequently delivered to each candidate who has been awarded a degree. The diploma for the degree will bear the names of the student in the form in which they appear in the records of the College at the date of issue. Formal notification or confirmation of results will not be given to students deemed to have tuition or tuition-related debt to the College or the University.

#### **20. Availability of MPhil and PhD theses**

- (1) Unless subject to Section 20 (2), (3) and (4) of these regulations, electronic copies of successful theses shall be placed, after award, in the Institutional Repository (electronic version) to be available for public reference, inter-library loans and copying.
- (2) Restriction of access to the electronic version of the thesis for a minimum period of two years can be specified by the student without any formal justification or approval. Students wishing to impose access restrictions for any period longer than two years must follow the formal process specified in Section 20 (4) of these regulations.

- (3) Where documentary evidence of commercial funding and/or commercial sensitivity is provided, restriction of access to the print and/or electronic version of the thesis for a period longer than two, with a maximum of five, years can be specified by the student at the point of submission. This request must be approved by the supervisor(s). Students or supervisors requesting access restrictions for any period longer than five years must follow the formal process specified in Section 20(4) of these regulations.
- (4) Formal requests for restriction of access beyond the period outlined in Section 20 (3) must be submitted in writing by the student or supervisor(s) to the Doctoral School. This can be submitted at the time of the student's entry for the examination, or, within eighteen months following the successful viva and must be supported in writing by the student's supervisor(s), or Head of School or their representative, if the supervisor has left the College. The request will be considered by the Senior Vice-Principal (Academic Strategy and Research) or their representative.
- (5) The student shall be notified in writing of the decision of the Senior Vice-Principal (Academic Strategy and Research), the reasons for the decision and, if appropriate, the right to appeal against the decision by writing to the Senior Vice-Principal (Academic Strategy and Research) within two weeks of notification.

#### **APPEALS FOR MASTERS BY RESEARCH, DPS, DCLINPSY, MPHIL AND PHD CANDIDATES**

##### **21. Appeals against the outcomes of formal reviews, other required assessments, refusal to examine an incomplete thesis and the final examination**

- (1) The College's appeals process against the outcome of a formal review for upgrading to the degree of PhD, a refusal to examine the thesis on the grounds that it was incomplete or unfinished, or the outcome of the final examination includes two stages as outlined below:
  - (a) a formal stage;
  - (b) a review stage.
- (2) A student may appeal only on one or more of the following grounds:
  - (a) that the student's performance in the assessment was substantially affected by circumstances of which the examiners had not been made aware and which the student could not with reasonable diligence have disclosed before the outcome had been determined;
  - (b) that there were procedural irregularities in the conduct of the assessment, or administrative errors, which might cause reasonable doubt as to whether the outcome would have been the same if the irregularities or errors had not occurred;
  - (c) that there is evidence of bias on the part of one or more of the examiners such that the outcome should not be allowed to stand.
- (3) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the

outcome of the Research Degrees Programmes Committee. The student's submission must include:

- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in paragraph (2) above and lead the student to believe that the outcome of the assessment was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to submit any of the evidence or information for consideration by the examiners;
  - (d) in the case of appeals made in reference to paragraph (2)(c) above, a signed record by the student of all comments or remarks made by the examiners which, in the student's view, indicate bias.
- (4) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit or these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee may give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Director of Academic Services or his/her nominee may recommend an alternative route for consideration of the student's concerns. If an appeal is considered by the Director of Academic Services or his/her nominee to be frivolous or malicious, the student may be liable for disciplinary action under the Student Disciplinary Regulations.
- (5) Appeals which are not dismissed under the provisions of paragraph (4) above will be investigated by an investigating officer from Student Administration. Normally the investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion. The investigating officer may also decide to meet with one or more individuals as part of the investigation, in which case a written record will be kept of any matters arising during the meeting which are relevant to the investigation and would be likely to influence the outcome. Where the investigating officer decides to meet with the student, the student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private.
- (6) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (7) Following his/her investigation, the investigating officer will decide on one of the following outcomes of the formal stage.



- (a) reject the appeal, in which case the original outcome of the Research Degrees Programmes Committee shall stand.
  - (b) ask the original examiners to reconsider their decision, the outcome of which shall be final.
  - (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The investigating officer in consultation with the Director of Academic Services or his/ her nominee may make stipulations about the conduct of the assessment.
- (8) In addition to the provisions of paragraph (7) above, investigating officer and/ or the Director of Academic Services or his/ her nominee may make any recommendations which s/he deems to be appropriate in the light of his/her investigation.
- (9) The Director of Academic Services or investigating officer will inform the student in writing of his/ her decision and the reasons for it, the student's right to take the academic appeal to the review stage, the procedures and time limit for doing so and where and how to access support in this regard.
- (10) If a student chooses not to take the appeal to the review stage, or fails to do so within the given time limit of 10 working days s/he can request that the College issue a Completion of Procedures letter.
- (11) On receipt of the written outcome of the formal stage of the appeals investigation as outlined in paragraph (10) above, a student may request a review of their appeal but only on one or more of the following grounds:
- (a) fresh evidence can be presented which could not with reasonable diligence have been submitted with the initial appeal and which might cause reasonable doubt as to the fairness of that decision;
  - (b) there is evidence of a failure to follow the procedures set out in these regulations which might cause reasonable doubt as to the fairness of the decision;
  - (c) the decision was perverse given the evidence which was available at the time.

An appeal must have been considered at the formal stage as outlined in paragraphs (2) – (10) above before a student can request a review as outlined in paragraph (11) above.

- (12) Requests for a review must be submitted in writing by the student to the Director of Governance and Legal Services within 10 working days of the date on which the student was formally notified of the initial outcome of their appeal.
- (13) The student's submission requesting a review must include:
- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for review in paragraph (11) above and lead the student to believe that the outcome of the initial investigation was not reasonable in all the circumstances;

- (b) a statement of the student's desired outcome from the review;
- (c) copies of all documentary evidence on which the student wishes to rely in the review, and an explanation for why the student was previously unable to submit any of the evidence or information for consideration at the initial stage of the appeal investigation.

(14) The Director of Governance and Legal Services or his/her nominee may dismiss any request for review which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims.

(15) The review request will be considered by the Director of Governance and Legal Services or his/ her nominee who has not been involved in the investigation at the formal stage of the appeals process. The designated member of staff will determine one of the following courses of action:

- (a) dismiss the request for a review;
- (b) refer the matter back to the formal stage for reconsideration;
- (c) refer the case to a Review Panel for consideration.

Exceptionally the Director of Governance and Legal Services or his/ her nominee (the investigating officer) may decide to refer an appeal to a Review Panel for further consideration without the student having requested this prior to the issuing of a Completion of Procedures letter as outlined in paragraph (13).

(16) The Review Panel will comprise a Senior Vice-Principal, who has not considered the appeal, or nominee as Chair, two members of academic staff, with experience of doctoral supervision to completion from the School in which the student is studying. The investigating officer will act as Secretary to the Panel. The investigating officer shall be responsible for setting the date and place of the review, for notifying members of the Review Panel and the student of the arrangements, and for sending copies of all relevant documentation to members of the Panel and the student in advance. The student may be accompanied by another student or member of staff of the College, otherwise all such meetings shall be held in private. Where a student is unable or unwilling to attend, s/he may submit a written statement for consideration.

(17) The Review Panel will decide on one of the following outcomes.

- (a) reject the request for review, in which case the initial findings of the investigation by the investigating officer shall stand;
- (b) ask the original examiners to reconsider their decision, the outcome of which shall be final;

- (c) set the original assessment aside and arrange for another assessment to be conducted, the outcome of which shall be final. The Review Panel may make stipulations about the conduct of the assessment.
- (18) A student who wishes to abandon or withdraw a request for review at any stage must inform the Director of Governance and Legal Services immediately in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (19) The Director of Governance and Legal Services or investigating officer will inform the student in writing of the decision of the Review Panel and the reasons for it, clarify that the internal appeals procedures of the College have been completed and his/her right to request that the College's decision be reviewed by the Office of the Independent Adjudicator for Higher Education.
- (20) In addition to the provisions of paragraph (17) above, the Review Panel may make any recommendations which they deem to be appropriate in the light of their review of the case.

## **22. Appeals against termination of registration**

- (1) A student may appeal against a decision to terminate his/her registration on one or both of the following grounds:
- (a) that there is evidence of a failure to follow the procedures set out in Section 10 of these regulations which might cause reasonable doubt as to the fairness of the decision to terminate the student's registration;
  - (b) that fresh evidence can be presented which the student could not with reasonable diligence have disclosed before the decision to terminate his/her registration was made and which might cause reasonable doubt as to the fairness of that decision.
- (2) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the decision to terminate his/her registration. The student's submission must include:
- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in Section 22(1) of these regulations and lead the student to believe that the decision to terminate his/her registration was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to disclose any of the evidence or information.
- (3) The case will be considered by a Senior Vice-Principal who did not approve the termination. The Senior Vice-Principal may dismiss any appeal which in his/her opinion does not fall within the remit of these regulations, fails to present reasonable grounds or fails to provide

sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the student may be given one opportunity to address the deficiencies before a decision is taken to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Senior Vice-Principal may recommend an alternative route for consideration of the student's concerns.

- (4) Appeals which are not dismissed under the provisions of Section 22(3) of these regulations will be investigated in the first instance by an investigating officer from Student Administration. The investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion.
- (5) The findings from the investigation by the investigating officer will be presented in writing to a Senior Vice-Principal, who will determine one of the following courses of action:
  - (a) in the event that the appeal is upheld, to reinstate the student's registration in full subject to any conditions which s/he may wish to impose and with a revised deadline for final submission to account for the time taken for the appeal process;
  - (b) to confirm the decision to terminate the student's registration;
  - (c) to convene an Appeals Committee under the provisions of Section 22 (6) to investigate the matter further through a formal hearing. Normally, this is only in cases where major procedural irregularities have been identified.
- (6) The Appeals Committee will comprise a Senior Vice-Principal or nominee as Chair, the Director of PGR Education from the School in which the student has studied, and two other members of academic staff from the school(s) in which the student has studied, but not from the student's department(s)). The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the student of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the student in advance. The Appeals Committee may invite one or more representatives from the student's department or school to attend all or part of the hearing for the purpose of answering questions. The student may be accompanied by another student or member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private.
- (7) A student who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The Senior Vice-Principal will determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (8) The Director of Academic Services or his/her nominee will inform the student in writing of the Senior Vice-Principal's decision and the reasons for it, as well as the student's right to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

## **Appendix 1: Regulations governing Masters by Research courses**

*These should be read in conjunction with the regulations governing Research Degrees. The following regulations govern the elements of the award of degree of Master of Arts by Research, and Master of Science by Research which differ to the Research Degree Regulations. In respect to all other matters, the Research Degree Regulations apply unless otherwise specified.*

1. Admission to course
2. Period of study
3. Structure of courses
4. Taught component
5. Dissertation

### **1. Admission to Course**

- (1) Students will normally be required to have a second class undergraduate honours degree to qualify for the course.

### **2. Period of Study**

- (1) Courses may be offered as a period of one year full-time study or two years of part-time study.

### **3. Structure of courses**

- (1) The award of MA or MSc will comprise a dissertation leading to the assessment of at least 1,800 notional learning hours at FHEQ level 7.

### **4. Taught Component**

- (1) Some courses may include a taught component which must be passed. Students taking these courses are required to satisfactorily pass the taught component in order to qualify for the award. Students who fail the taught component will not normally be offered the opportunity to resit this component and will therefore fail the course.

### **5. Dissertation**

- (1) The dissertation will be a maximum of 40,000 words. The word count includes references, footnotes and endnotes, but excludes the bibliography and any appendices, which should only include material which the examiners are not required to read in order adequately to examine the thesis, but to which they may refer if they wish.
- (2) The dissertation shall:
  - (a) synthesise knowledge from the subject or discipline and apply it to a suitable research problem, hypotheses or research questions;
  - (b) provide a critical discussion of relevant major theories, debates and concepts;

- (c) demonstrate the capacity to design and carry out an independent research project using appropriate research methods and utilizing suitable skills and techniques;
  - (d) undertake a clear analysis of the results of the project, and show informed and critical use of theories and concepts to interrogate these results;
  - (e) provide a reasoned and coherent account of the main findings and their significance;
  - (f) display good presentation and referencing skills.
- (3) In the fields of practice-based research where the student has undertaken research in creative writing or poetic practice the dissertation will be completed according to 5(2) above with the dissertation comprising a minimum of 15,000 words and a maximum of 20,000 words to be submitted alongside a body of creative work devised specifically for the degree. Both elements will show coherence, originality and intellectual rigour, illustrating knowledge and understanding of relevant practice and critical debates in the field. The relationship between the creative and critical/theoretical components will vary depending on the specific project. The exact balance between the creative work and dissertation of the thesis will be decided between the student and supervisor and discussed at the outset of the project; though in all cases the dissertation must be a minimum of 15,000 words and a maximum of 20,000 words.

#### Fiction / Literary Non-Fiction:

- 15,000–20,000 words of fiction to be completed alongside the dissertation (5(2))

#### Poetry and Poetic Practice:

15-20 pages of poetry or equivalent practice-based output to be completed alongside the dissertation (5(2))

- (4) The dissertation element of the degree will be examined by both an internal examiner, who may have acted as the dissertation supervisor for the student, and an external examiner.
- (5) An oral examination may be conducted at the discretion of the examiners. The oral examination will normally be held within three months of the date of submission of the dissertation. The oral examination will be subject to the examination requirements set out in Section 16 (1) to (11) of the *Research Degree Regulations*. Section 6 (2) sets out when the conduct of an oral examination would be mandatory and Section 6 (3) when it would normally not be required.

### 6. Outcome of the Masters by Research examination

- (1) If the dissertation fulfils the criteria for the Masters by Research degree as set out in paragraph 5 (1-2) in Appendix 1 of these regulations and the student has passed the taught component of the course (if applicable), the examiners will report to the Research Degrees

Programmes Committee that the candidate has satisfied them in the examination for the Masters by Research degree.

- (2) If the dissertation otherwise fulfils the criteria for the Masters by Research degree as set out in paragraph 5 (1-2) in Appendix 1 of these regulations, but requires minor amendments, and the student has passed the taught component of the course (if applicable), the examiners may require the student to make amendments to the dissertation specified by them within six weeks. The amended dissertation shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory. If the amendments are made by the deadline and are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the Master of Arts or Master of Science by Research degree. If the candidate fails to meet these requirements the examiners will normally recommend offering the candidate the option to resubmit the dissertation within 6 months for a second and final time.
- (3) If the dissertation, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the student be permitted to re-present his/her dissertation in a revised form for a second and final time within six months. This option is not available to examiners re-examining a dissertation. The examiners shall not make such a decision without first submitting the candidate to an oral examination. The resubmitted dissertation shall be submitted to both examiners.
- (4) The examiners may determine that the candidate has not satisfied them in the examination, that the degree should not be awarded and that the student should not be permitted to re-present his/her dissertation in a revised form for examination. The examiners shall not, however, save in exceptional circumstances, make such a decision without submitting the candidate to an oral examination.
- (5) Students who fail to submit or resubmit the dissertation by the required deadline will normally have their registration with the College terminated. The Research Degrees Programmes Committee will not follow the formal warning procedure.

## **Appendix 2: Regulations governing the Doctor of Clinical Psychology (DClinPsy)**

*These should be read in conjunction with the regulations governing Research Degrees and the course specification. The following regulations govern the elements of the award of Doctor of Clinical Psychology which differ from the Research Degree Regulations. In respect to all other matters, the Research Degree Regulations apply unless otherwise specified.*

1. Period of study
2. Structure of course
3. Requirements of DClinPsy thesis
4. Conduct of the DClinPsy thesis examination

### **1. Period of Study**

- (1) The period of study for courses leading to the award of the DClinPsy will be three calendar years of full-time study.

### **2. Structure of course**

- (1) The course leading to the award of the DClinPsy will include elements of a practical, vocational and professional nature as well as formally taught elements, all with required assessments outlined in the Course Specification, and will include a substantial research element at FHEQ level 8 which is of a nature appropriate to the discipline and is presented in the form of a thesis.

### **3. Requirements of the DClinPsy thesis**

- (1) The thesis shall:
  - (a) consist of the candidate's own account of his/her investigations, indicating in what respects they advance the study of the subject;
  - (b) form a distinct contribution to the knowledge of the subject and afford evidence of originality shown by the discovery of new facts and/or the exercise of independent critical power;
  - (c) be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
  - (d) be a minimum of 25,000 words in length. The word count include references, footnotes and endnotes, but exclude the bibliography and any appendices, which should only include material which the examiners are not required to read in order adequately to examine the thesis, but to which they may refer if they wish;
  - (e) be written in English to a satisfactory standard of literary presentation;
  - (f) be presented in typescript or print and bound in accordance with instructions issued by the Director of Academic Services.



- (2) A candidate may not submit a thesis which has already been submitted for a degree or comparable award of the College or another institution. Work which has already been submitted in this way may, however, be incorporated in a thesis covering a wider field, provided this is indicated on the examination entry form and in the thesis itself.
- (3) A candidate may submit the results of work done in conjunction with the supervisor or with other researchers, provided the personal share in the investigation is clearly stated and certified by the supervisor.
- (4) Published work may be included only if it forms an integral part of the thesis and makes a relevant contribution to the main theme of the thesis. A series of publications alone is not acceptable as a thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (5) A candidate may submit as supplementary material in support of his/her candidature any published contribution to the advancement of the subject. Such material should normally be bound in at the end of the thesis in its published form, with appropriate references made in the body of the thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (6) A thesis will normally be placed in the public domain immediately after the award of the degree. Exceptions to this requirement will normally be made only on the grounds of commercial exploitation or patenting or in very exceptional circumstances and will be granted for a maximum period of two years.
- (7) Students with disabilities or other impairments may ask for reasonable adjustments to be made to the conduct of the final examination under the provisions of the [Regulations on Access Arrangements for Assessment](#). Such requests should be submitted to the Programme Office at the time of the student's formal entry or re-entry to the final examination where possible and not later than two weeks before the date of the oral examination.

#### **4. Conduct of the DClInPsy thesis examination**

- (1) A candidate must satisfy the examiners in all other course requirements to date before submitting the thesis for examination.
- (2) Examiners for the thesis will be appointed by the Research Degrees Programmes Committee, which will ensure that:
  - (a) the examiners are expert in the field of the thesis and able to make an independent assessment of the student;
  - (b) at least one of the examiners is external to Royal Holloway when the nomination is made, meaning that s/he must not have been a member of staff of Royal Holloway for a period of at least three years;
  - (c) one examiner will normally be a member of staff, a visiting lecturer, a visiting professor or emeritus professor at Royal Holloway when the nomination is made, or will have held such a position within the last three years. If no suitable individual is

available from the College, a second examiner who is part of the University of London may be appointed.

- (d) a candidate is not examined by his/her own supervisor, except in the most exceptional circumstances, in which case three examiners in total must be appointed.
- (3) After reading the thesis the examiners will:
- (a) prepare independent written reports on the thesis prior to the oral examination;
  - (b) examine the candidate orally with only themselves and the candidate;
  - (c) make an audio recording of the oral examination. The recording will be kept by the Doctoral School for six months, after which time it will normally be destroyed. The recording will only be listened to in the event of an academic appeal or complaint, and only by those involved with investigating the appeal or complaint.
- (4) The examiners may examine the candidate in addition by written and/or practical assessments on subjects relevant to the thesis.
- (5) There are six options open to the examiners in determining the result of the final examination as follows:
- (a) If the thesis is adequate and the candidate satisfies the examiners in all other parts of the examination, the examiners will report that the candidate has satisfied them in the examination for the degree.
  - (b) If the thesis is otherwise adequate but requires typographical or other minor amendments and if the candidate satisfies the examiners in all other parts of the examination, the examiners may require the candidate to make amendments specified by them within one month.
  - (c) If the thesis is otherwise adequate but requires minor amendments and if the candidate satisfies the examiners in all other parts of the examination, the examiners may require the candidate to make amendments specified by them within three months.
  - (d) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the candidate be permitted to re-present the thesis in a revised form within twelve months. Examiners shall not, however, make such a decision without submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination, on the re-presentation of the thesis, a candidate who under this regulation has been permitted to re-present it in a revised form.
  - (e) If the thesis is adequate, but the candidate fails to satisfy the examiners at the oral examination, the examiners may determine that the candidate be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding 18 months.

- (f) The examiners may determine that the candidate has not satisfied them in the examination and that the degree should not be awarded. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the candidate to an oral examination.
- (6) If the examiners are unable to reach agreement, their reports shall be referred to the Research Degrees Programmes Committee which shall determine the action to be taken.
- (7) The examiners for the thesis shall provide a detailed and reasoned statement of their judgement of the candidate's performance and for the decision they have reached, and this report shall be made available to the candidate for her/his personal information.
- (8) The degree shall not be awarded until one electronic copy of the final, post-viva, corrected version of the thesis has been submitted to the institutional repository and lodged with the Doctoral School.

### **Appendix 3: Regulations governing the Doctorate in Professional Studies (Health and Social Care Practice) (DPS)**

*These should be read in conjunction with the regulations governing Research Degrees. The following regulations govern the elements of the award of the Doctorate in Professional Studies (Health and Social Care Practice) (DPS) which differ from the Research Degree Regulations. In respect to all other matters, the Research Degree Regulations apply unless otherwise specified. Further details are set out in the Course Specification.*

1. Period of study
2. Structure of course
3. Requirements of DPS (Health and Social Care Practice) thesis
4. Conduct of the DPS thesis examination

#### **1. Period of study**

- (1) The period of study is a minimum of three years full-time, or the equivalent part-time.

#### **2. Structure of course**

- (1) Courses leading to the award of DPS will include elements of a practical, vocational and professional nature as well as formally-taught elements, and will include a substantial research element at FHEQ Level 8 which is of a nature appropriate to the discipline and is presented in the form of a thesis.

#### **3. Requirements of the DPS (Health and Social Care Practice) thesis**

- (1) The thesis shall:
  - (a) consist of the candidate's own account of his/her investigations, indicating in what respects they advance the study of the subject;
  - (b) form a distinct contribution to the knowledge of the subject and afford evidence of originality shown by the discovery of new facts and/or the exercise of independent critical power;
  - (c) be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
  - (d) not exceed 50,000 words in length, excluding appendices and bibliography;
  - (e) be written in English to a satisfactory standard of literary presentation;
  - (f) be presented in typescript, or electronically, or print and bound in accordance with instructions issued by the Director of Academic Services.
- (2) A candidate may not submit a thesis which has already been submitted for a degree or comparable award of the College or another institution. Work which has already been submitted in this way may, however, be incorporated in a thesis covering a wider field, provided this is indicated on the examination entry form and in the thesis itself.

- (3) A candidate may submit the results of work done in conjunction with the supervisor or with other researchers, provided the personal share in the investigation is clearly stated and certified by the supervisor.
- (4) Published work may be included only if it forms an integral part of the thesis and makes a relevant contribution to the main theme of the thesis. A series of publications alone is not acceptable as a thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (5) A candidate may submit as supplementary material in support of his/her candidature any published contribution to the advancement of the subject. Such material should normally be bound in at the end of the thesis in its published form, with appropriate references made in the body of the thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (6) A thesis will normally be placed in the public domain immediately after the award of the degree. Exceptions to this requirement will normally be made only on the grounds of commercial exploitation or patenting or in other very exceptional circumstances and will usually only be granted for a maximum period of two years.

#### **4. Conduct of the DPS (Health and Social Care Practice) thesis examination**

- (1) A candidate must satisfy the examiners in all other elements of the assessment for the course before submitting the thesis for examination.
- (2) Examiners for the thesis will be appointed by the Research Degrees Programmes Committee, which will ensure that:
  - (a) the examiners are expert in the field of the thesis and able to make an independent assessment of the student;
  - (b) at least one of the examiners is external to Royal Holloway when the nomination is made, meaning that s/he must not have been a member of staff of Royal Holloway for a period of at least three years;
  - (c) one examiner will normally be a member of staff, a visiting lecturer, a visiting professor or emeritus professor at Royal Holloway when the nomination is made, or will have held such a position within the last three years. If no suitable individual is available from the College, a second examiner who is part of the University of London may be appointed. Where an examiner is appointed from the staff at Royal Holloway, the individual must be genuinely independent of the student's course of study;
  - (d) both examiners should be external to Royal Holloway where the thesis to be examined has been submitted by a member of College academic staff (e.g. lecturer, senior lecturer, reader, Professor) or a member of professional service staff who holds a substantive post in the institution;

- (e) a candidate is not examined by his/her own supervisor, except in the most exceptional circumstances, in which case three examiners in total must be appointed.
- (3) After reading the thesis the examiners will:
- (a) prepare independent written reports on the thesis prior to the oral examination;
  - (b) examine the candidate orally with only themselves, the candidate and, subject to the candidate's agreement, the supervisor present;
- (4) There are five options open to the examiners in determining the result of the final examination as follows:
- (a) If the thesis is adequate and the candidate satisfies the examiners in all other parts of the examination, the examiners will report that the candidate has satisfied them in the examination for the degree.
  - (b) If the thesis is otherwise adequate but requires minor amendments and if the candidate satisfies the examiners in all other parts of the examination, the examiners may require the candidate to make amendments specified by them within three months.
  - (c) If the thesis is otherwise adequate but requires amendments to address errors of substance or omission, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within a period of up to nine months.
  - (d) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the candidate be permitted to re-present the thesis in a revised form within 18 months. Examiners shall not, however, make such a decision without submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination, on the re-presentation of the thesis, a candidate who under this regulation has been permitted to re-present it in a revised form.
  - (e) If the thesis is adequate, but the candidate fails to satisfy the examiners at the oral examination, the examiners may determine that the candidate be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding 18 months.
  - (f) The examiners may determine that the candidate has not satisfied them in the examination and that the degree should not be awarded. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the candidate to an oral examination.
- (5) In the event that unanimity is not achieved on the result of the thesis by the examiners, a third examiner, appointed according to the procedure given in paragraph 10 above shall be asked to advise. Each examiner will write a report on the examination and submit these to

the Chair of the Research Degrees Programmes Committee, who will conduct an inquiry, taking advice as s/he shall determine, before reaching a decision in the matter.

- (6) The examiners for the thesis shall provide a detailed and reasoned statement of their judgement of the candidate's performance and for the decision they have reached, and this report shall be made available to the candidate for her/his personal information.

## Appendix 4: Regulations governing the Doctor in Philosophy by Prior Publication

1. Award
2. Eligibility
3. Admission
4. Registration
5. Supervision
6. Requirements of the PhD by Prior Publication Submission
7. Examination Entry
8. Appointment of Examiners
9. Submission of PhD by Prior Publication
10. Outcome of the PhD Examination
11. Appeals against the outcome of the Examination

### 1. Award

- (1) The PhD by Prior Publication course leads to an award of Royal Holloway and Bedford New College.

### 2. Eligibility

- (1) In order to be eligible for admission the candidate must be an established member of the academic staff, senior teaching fellow, or teaching fellow, who has been in post for at least two years.

### 3. Admission

- (1) A member of staff wishing to apply for the award must first seek approval from the Director of PGR Education in the relevant department or school who will establish if there is the appropriate expertise within the department or school's academic body to supervise the candidate and seek the agreement of the relevant supervisor.
- (2) If appropriate expertise is available in the department or school, the candidate should complete the online application form, available on the [Doctoral School website](#), and submit a 1000-1,500 words statement, or equivalent in the case of some performing and creative arts disciplines, accompanied by the relevant evidence (normally a list of the publications the candidate intends to submit) to the Doctoral School and pay the fee for application assessment. Once the fee has been paid, the application will be forwarded to the School Director of PGR Education in order to be assessed for acceptance on to the course. In order for admission to be granted, the submission must provide prima facie evidence that:
  - (a) there is a coherent body of work;
  - (b) there is evidence of a significant contribution made to the field;
  - (c) the extent of the work is equivalent to that expected of a standard Doctor of Philosophy.



- (3) The assessment for admission to the course will be carried out by the member(s) of staff who will be the supervisor(s) for the candidate. The recommendation for admission to the course will be subject to approval of the School Director of PGR Education. External expertise may be sought, if considered necessary, to provide advice to the supervisor and School Director of PGR Education on whether the submission contains the prima facie evidence required in paragraph 2 (a-c) above.
- (4) If the application is rejected, a candidate may not put forward a new application until a period of 24 months has elapsed since the original application.

#### **4. Registration**

- (1) If admission is granted, a supervisor will be appointed and the candidate will be registered for the course.
- (2) The submission must normally be made within twelve months of registration.
- (3) The candidate must pay the appropriate fee to the College.

#### **5. Supervision**

- (1) The role of the supervisor is:
  - (a) to provide guidance on the coherence and quality of the candidate's published work to be submitted for examination;
  - (b) to advise on the preparation of the supporting critical appraisal;
  - (c) to provide guidance on the preparation for the oral examination.
- (2) The supervisor will normally arrange up to six supervisory meetings per year.

#### **6. Requirements of the PhD by Prior Publication Submission**

- (1) The candidate must submit:
  - (a) a portfolio of peer-verified outputs which are in the public domain and/or published research, subject to paragraph (3) below, which must constitute a substantial and coherent body of work that is comparable to the extent of work required of a standard Doctor of Philosophy course;
  - (b) a critical appraisal of 15,000 – 30,000 words in length which must:
    - (i) explain how the outputs form a coherent body of work;
    - (ii) demonstrate methodological and conceptual rigour;
    - (iii) articulate the contribution to the field;
    - (iv) for co-authored work, identify the individual contribution made by the candidate.

- (2) For performing and creative arts submissions the criteria included in Section 13 (2) to (8) of the above Research Degree Regulations should be followed in relation to the nature of the submission apart from the requirements for submission which are set out in paragraph 1 above of these regulations. Further guidance will be provided by the supervisory team.
- (3) If the outputs are not immediately demonstrable as publishable, as in the case of some performing and creative arts disciplines, additional external peer scrutiny may be required.
- (4) The total submission, including the critical appraisal, should not normally exceed 130,000 words or the equivalent.
- (5) No work submitted for the award of a degree at the College or any other degree-awarding body should be included in the submission.

## **7. Examination Entry**

- (1) Each candidate must submit to the Doctoral School his/her formal entry to the final examination at least two months before submitting the critical appraisal and portfolio, in accordance with the [guidance issued by the Doctoral School](#).
- (2) If the candidate does not submit the critical appraisal and portfolio within 6 months of submitting the entry form, his/her entry to the final examination will be cancelled.

## **8. Appointment of examiners**

- (1) Two examiners, or exceptionally three if the School Director of PGR Education determines that the scope of the critical appraisal and portfolio is such that it cannot be examined adequately by two individuals, will be appointed from outside the University of London according to the following criteria:
  - (a) the examiners will be of sufficient authority in the discipline to command the respect of the wider academic community and familiar with current standards and procedures of Research Degrees in the UK;
  - (b) the examiners will be experts in the field of the thesis; whilst it is accepted that each examiner individually may not have expertise in all parts of the precise topic, the examiners together should be able to cover all aspects of the work to be presented by the candidate;
  - (c) the examiners will be able to make an independent assessment of the candidate and will not therefore have had any other involvement with the candidate or supervisor which might reasonably lead to an allegation of bias.
- (2) The examiners for the critical appraisal and portfolio will be nominated in the first instance by the lead supervisor. In order to ensure that examiners are sufficiently independent, supervisors should avoid repeatedly nominating the same individual and should not enter into reciprocal examining arrangements. The supervisor may contact potential nominees informally in order to establish whether or not they would be willing and able to act as examiners.

- (3) The supervisor's nominations will be considered in the first instance by the School Director of PGR Education in consultation with a range of discipline specialists, and a record of the process will be kept in the department or school. Where the student is registered in more than one department or school, discipline specialists from the other department(s) or school(s) will also be consulted. The School Director of PGR Education may seek advice on individual nominations from senior academics in the College or elsewhere.
- (4) If the nominations are deemed to be acceptable they will be approved by the School Director of PGR Education and reported to the Research Student Oversight Committee at the time of the student's formal entry or re-entry to the examination using the form issued for this purpose by the Director of Academic Services. Where necessary the School Director of PGR Education will seek the advice of the Research Student Oversight Committee and/or the Chair of the Research Degrees Programmes Committee, before approving a nomination.

### **Submission of PhD by Prior Publication**

- (1) Two copies of the critical appraisal and portfolio must be submitted by the candidate to the Doctoral School. The candidate may be required to submit a third copy of the critical appraisal and portfolio in the event that a third examiner is appointed at any stage in the examination process. The thesis must be submitted within the maximum period of registration (see Section 4 (2)). Failure to submit within the required period will normally result in the candidate failing the degree without the option to submit for a second time, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.
- (2) All components of the thesis must be presented for examination in accordance with the [Instructions and Notes on Submission](#).
- (3) A candidate may apply for permission to present the critical appraisal and portfolio in an alternative format where there is a demonstrable need. Applications must be submitted in writing by the candidate to [the Doctoral School](#), no later than the time of the candidate's entry to the examination and must be supported in writing by the candidate's supervisor(s). Applications will be considered by the Senior Vice-Principal (Academic Strategy and Research) on behalf of the Research Degrees Programmes Committee. The candidate will be notified in writing of the decision of the Senior Vice-Principal (Academic Strategy and Research), the reasons for the decision and, if appropriate, the right to request within two weeks of notification that the decision be reviewed by the Senior Vice-Principal (Academic Strategy and Research) or his/her nominee.
- (4) The final examination will be based on the critical appraisal and portfolio submitted by the candidate and an oral examination, which in all cases will be conducted in English.
- (5) Before holding the oral examination each examiner will write an independent, preliminary report on the submission. The preliminary reports will be submitted to the Doctoral School prior to the examination, but will not normally be made available to the candidate.

- (6) The oral examination can be held either online or in person. If it is in person, it will be held at the College or in one of the buildings owned by the University of London in central London, unless both the candidate and the College agree that it is expedient to hold the oral examination elsewhere. The viva will normally be held within three months from the submission of the critical appraisal and portfolio.
- (7) The lead supervisor will be invited to attend the oral examination as an observer, unless the candidate indicates otherwise at the time of his/her formal entry to the final examination. The supervisor will not participate in the examination of the candidate unless invited to contribute by the examiners. Otherwise the oral examination will be held in private.
- (8) The candidate must bring to the oral examination a copy of his/her submission paginated in the same way as the copies submitted to the College. This may be an electronic copy.
- (9) After any oral examination, a joint final report shall be prepared by the examiners for submission to the Research Degrees Programmes Committee. The joint final report will be released routinely to candidates for their personal information.
- (10) Candidates with any disability or Specific Learning Difficulty may ask for reasonable adjustments to be made to the conduct of the final examination under the provisions of the [Regulations on Access Arrangements for Assessment](#). Such requests should be submitted to the Doctoral School at the time of the candidate's formal entry to the final examination where possible and not later than two weeks before the date of the oral examination.
- (11) Where a candidate feels that his/her academic performance on the date of the oral examination may be substantially affected by unexpected medical or other personal circumstances, the candidate should inform the examiners of his/her situation no later than the start of the oral examination so that they can make a decision on whether or not to proceed. The examiners may require the candidate to submit evidence of his/her condition to the Doctoral School within seven days.

## **9. Outcome of the PhD examination**

- (1) If the submission fulfils the criteria for the PhD degree set out in Sections 6 and 7 of this Appendix and the candidate satisfies the examiners in all other parts of the examination, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree.
- (2) If the submission otherwise fulfils the criteria for the PhD degree set out in Sections 6 and 7 of this Appendix, but requires minor amendments, and the candidate satisfies the examiners in all other parts of the examination, the examiners may require the candidate to make amendments to the critical appraisal and portfolio (if appropriate) specified by them within three months. The amended submission shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the PhD degree. If the amendments are not satisfactory, the examiners will either give the candidate a further three months in which to make the amendments, or determine that the candidate has not satisfied them in the examination under the provisions of paragraph (3) below.

- (3) The examiners may determine and report to the Research Degrees Programmes Committee that the candidate has not satisfied them in the examination and the degree should not be awarded.
- (4) If the examiners are unable to reach agreement, their reports shall be referred to the Research Degrees Programmes Committee, which shall determine the action to be taken. This will normally involve the appointment of an independent third or fourth examiner who will be external to the College as well as the institutions in which the original examiners are members of staff.

#### **10. Appeals against the outcomes of the examination**

- (1) A candidate may appeal against the outcome of the outcome of the final examination, only on one or more of the following grounds:
  - (a) that the candidate's performance in the examination was substantially affected by circumstances of which the examiners had not been made aware and which the candidate could not with reasonable diligence have disclosed before the outcome had been determined;
  - (b) that there were procedural irregularities in the conduct of the examination, or administrative errors, which might cause reasonable doubt as to whether the outcome would have been the same if the irregularities or errors had not occurred;
  - (c) that there is evidence of bias on the part of one or more of the examiners such that the outcome should not be allowed to stand.
- (2) Appeals must be submitted in writing by the candidate to the Director of Academic Services within 15 working days of the date on which the candidate was formally notified of the outcome of the examination. The candidate's submission must include:
  - (a) a statement of all the matters which the candidate wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in paragraph (1) above and lead the student to believe that the outcome of the review, examination or other assessment was unfair;
  - (b) a statement of the student's desired outcome from the appeal;
  - (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to submit any of the evidence or information for consideration by the panel or examiners;
  - (d) in the case of appeals made in reference to paragraph (1) above of these regulations, a signed record by the candidate of all comments or remarks made by the examiners which, in the candidate's view, indicate prejudice, bias or inadequate assessment.

- (3) The case will be considered by a senior member of the academic staff, normally the Senior Vice-Principal (Academic Strategy and Research). The appointed member of staff may dismiss any appeal which in his/her opinion does not fall within the remit or these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the candidate's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the candidate may be given one opportunity to address the deficiencies before a decision is taken to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the appointed member of staff may recommend an alternative route for consideration of the candidate's concerns.
- (4) Appeals which are not dismissed under the provisions of paragraph (3) above will be investigated by an investigating officer from Student Administration on behalf of the appointed member of staff. The investigation will normally be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion.
- (5) A candidate who wishes to abandon or withdraw an appeal at any stage must inform the Director of Academic Services immediately in writing. The appointed member of staff will determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.
- (6) The findings from the investigation by the investigating officer will be presented in writing to the appointed member of staff, who will determine one of the following courses of action:
  - (a) to reject the appeal, in which case the original outcome of the examination shall stand;
  - (b) to convene an Appeals Committee, to investigate the matter further through a formal hearing; the Appeals Committee will comprise a Senior Vice-Principal, who has not considered the appeal, or nominee as Chair, the Director of PGR Education from the school in which the candidate has been supervised, and two other members of academic staff from the school in which the candidate has been supervised, but not from the candidate's own department(s). The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the candidate of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the candidate in advance. The candidate may be accompanied by another member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private;
  - (c) to ask the original examiners to reconsider their decision, normally after holding another oral examination with the candidate, the outcome of which shall be final;
  - (d) to set the original examination aside and to arrange for another examination to be conducted, the outcome of which shall be final. This shall be with entirely new examiners appointed in accordance with Section 8 of this Appendix.

- (7) In addition to the provisions of paragraph (6) (a-d) above, the appointed member of staff may make any recommendations which s/he deems to be appropriate in the light of the investigation.
- (8) The Director of Academic Services or his/her nominee will inform the candidate in writing of the decision and the reasons for it, as well as the candidate's right to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

## **Appendix 5: Regulations governing the Doctorate of Medicine (Research) (MD (Research))**

1. Award
2. Admission to the MD (Research)
3. Enrolment and registration with the College
4. Period of Study
5. Supervision
6. Reviews of academic progress
7. Requirements of the MD (Research) thesis
8. Examination Entry
9. Appointment of MD (Research) examiners
10. Conduct of the MD (Research) examination
11. Outcome of the MD (Research) examination
12. Appeals against the outcome of the examination

### **1. Award**

- (1) The Doctorate of Medicine (Research) (MD (Research)) leads to an award of the University of London.

### **2. Admission to the MD (Research)**

- (1) In addition to relevant provisions outlined in Section 3 of these regulations, in order to be eligible for admission to the MD (Research) course an applicant must:
  - (a) have obtained either an M.B. or B.S. degree from a UK medical school or equivalent or hold a medical degree from any other university that is recognised for registration by the General Medical Council (GMC) of the United Kingdom;
  - (b) have practiced medicine for a minimum of two years after graduation, or have been employed in an appropriate and equivalent clinical or scientific role.

### **3. Enrolment and registration with the College**

- (1) Where an applicant satisfies the requirements of admission to the MD (Research) and receives a formal offer from the College, they may register for the MD (Research) under the provisions of Section 6 of these regulations.
- (2) The initial enrolment and subsequent re-enrolment with the College shall be conducted in line with the provisions outlined in Section 8 of these regulations.
- (3) In exceptional circumstances, students registered on the MD (Research) may be considered for transfer to registration for a PhD course. The decision to transfer to the PhD will normally be taken at the confirmation review and will be subject to formal approval from the College.



#### 4. Period of Study

- (1) The minimum length of course for the degree of MD (Research) shall be twenty-four months for students registered on a full-time basis and forty-eight months for those registered part-time.
- (2) In certain cases, the College may permit a student registered on the MD (Research) to change their mode of attendance with the agreement of the Research Degrees Programmes Committee.

#### 5. Supervision

The arrangements for supervision of the MD (Research) will be conducted in line with the provisions outlined in these regulations and the *Code of Practice for Research Degree Students and Supervisors*.

- (1) At the time of admission to the MD (Research) course, the College will allocate a principal and second supervisor. The principal supervisor shall normally be a member of academic staff from within the College and the second supervisor will normally be from a partner NHS Trust Hospital of the College who will hold full registration with the GMC.
- (2) both the principal and second supervisor shall have access to the clinical or laboratory area of the student's research in order to examine experimental work and facilities.

#### 6. Reviews of academic progress

- (1) Each student's academic progress on the MD (Research) will be subject to a confirmation review, held nine months (eighteen months for part-time students) after the date of initial registration. The confirmation review will include:
  - (a) the submission of a written component of between 8,000 and 12,000 words, including a literature review, which covers results to date and a plan for future work;
  - (b) a face-to-face meeting with at least one assessor, who is completely independent of the supervisory team, in addition to at least one member of the supervisory team (normally the principal supervisor);
  - (c) confirmation of satisfactory completion of, or exemption from, the requirements for training and development which apply for the period under review;
  - (d) determining new objectives and training requirements, and a schedule of work, which will help to ensure timely submission of work for the final examination.
- (2) A further review of a student's progress will be undertaken between eighteen and twenty-four months (between thirty and thirty-six months for part-time candidates) after the date of initial registration where they do not enter for final examination by that point. Any further review of academic progress for students registered on the MD (Research) will be conducted in line with Section 6, paragraph (1) of this addendum.

- (3) A student's continued registration on the MD (Research) will be subject to the successful completion of any training requirements and attendance at any training courses as part of the schedule of work agreed by the supervisory team and/or set through the course of the review of academic progress.

## **7. Requirements of the MD (Research) thesis**

- (1) A thesis for the MD (Research) degree will deal with any branch of medical science, medicine, or surgery. It is a condition of the award of the degree that the clinical research involved in the thesis shall conform to both the College's ethical standards and those of external stakeholders and sector regulators.
- (2) In addition to the provisions outlined in Sections 13 and 14 of these regulations, a thesis submitted toward the fulfilment of the MD (Research) degree shall:
- (a) consist of the student's own account of their investigations, the greater proportion of which shall have been undertaken during the period of registration under supervision for the degree;
  - (b) form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
  - (c) form an integrated whole and a coherent argument that demonstrates relevant research skills;
  - (d) give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the candidate to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study, (the student being able to place the thesis in a wider context), objectivity and the capacity for judgment in complex situations and autonomous work in that field;
  - (e) not normally exceed 50,000 words in length and include a full bibliography and references (which will not count towards the word count);
  - (f) achieve a standard sufficient to merit publication in whole or in part or in a revised form, such as a monograph or as a number of articles in relevant academic journals.
- (3) A candidate may apply for permission to present the critical appraisal and portfolio in an alternative format where there is a demonstrable need. Applications must be submitted in writing by the candidate to the Doctoral School no later than the time of the candidate's entry to the examination and must be supported in writing by the candidate's supervisor(s). Applications will be considered by the School Director of PGR Education on behalf of the Research Degrees Programmes Committee. The candidate will be notified in writing of the School Director of PGR Education's decision, the reasons for the decision and, if appropriate, the right to request within two weeks of notification that the decision be reviewed by the Senior Vice-Principal (Academic Strategy and Research) or his/her nominee.

## **8. Examination Entry**

- (1) Students registered on the MD (Research) on a full-time basis must submit a research examination entry form at least two months before submitting the MD (Research), using the form issued by the Doctoral School.
- (2) In addition to the examination entry form, students will be required to submit a summary of the content of the thesis to assist in the appointment of suitable examiners.
- (3) The College will not normally permit submission of the examination entry form after a period of thirty-six months has elapsed, or seventy-two months for those registered on a part-time basis. Where there are cases with evidenceable exceptional circumstances, an extension to this period may be granted following consideration and agreement by the Research Degrees Programmes Committee.
- (4) Students registered on a full-time basis must submit their thesis for examination within thirty-six months of the date of the initial registration, or seventy-two months for those registered on a part-time basis.
- (5) The submission of a thesis toward the award of the MD (Research) shall be in accordance with the provisions of Section 15 of these regulations.

## **9. Appointment of MD (Research) examiners**

- (1) The appointment of examiners will be conducted in line with the provisions of these regulations relating to the award of a doctoral degree.

## **10. Conduct of the MD (Research) examination**

- (1) The final examination of the MD (Research) Degree will be based on a thesis submitted by the student and an oral examination, which in all cases will be conducted in English. The examiners may additionally require the student to undertake practical and/or written examinations on the subject of the thesis and/or other relevant subjects at times and places determined by the College.
- (2) All matters relating to the final examination must be treated as confidential. Examiners are not permitted to divulge the content of previously unpublished material contained in a student's thesis until such time as the thesis has been placed in the public domain and any restrictions on access to the thesis which have been granted by the College under the provisions of Section 20 of these regulations are removed.
- (3) Before holding the oral examination, or before preparing a joint report in those cases where the student is to be re-examined without holding an oral examination, each examiner will write an independent, preliminary report on the thesis. The preliminary reports will be submitted to the Doctoral School prior to the examination, but will not normally be made available to the student.
- (4) Where an examiner deems the thesis to be incomplete or unfinished, such that it will not be examined, the examiner(s) will not write a report but will instead write a brief statement

giving the reason for his/her decision. This statement will be submitted to the Doctoral School and will be made available to the student. This first, unexamined submission of the thesis for examination will be counted as a first submission.

- (5) The oral examination can be held either online or in person. If it is in person, it will be held at the College or in one of the buildings owned by the University of London in central London, unless both the student and the College agree that it is expedient to hold the oral examination elsewhere. The viva will normally be held within three months from the submission of the thesis.
- (6) The principal supervisor will be invited to attend the oral examination as an observer, unless the student indicates otherwise at the time of his/her formal entry or re-entry to the final examination. The supervisor will not participate in the examination of the student unless invited to contribute by the examiners. Otherwise the oral examination will be held in private.
- (7) The student must bring to the oral examination a copy of his/her thesis paginated in the same way as the copies submitted to the College. This may be an electronic copy.
- (8) After any oral examination, a joint final report shall be prepared by the examiners for submission to the Research Degrees Programmes Committee. The joint final report will be released routinely to students for their personal information.
- (9) Students with any disability or Specific Learning Difficulty may ask for reasonable adjustments to be made to the conduct of the final examination under the provisions of the [Regulations on Access Arrangements for Assessment](#). Such requests should be submitted to the Doctoral School at the time of the student's formal entry or re-entry to the final examination where possible and not later than two weeks before the date of the oral examination.
- (10) Where a student feels that his/her academic performance on the date of the oral examination may be substantially affected by unexpected medical or other personal circumstances, the student should inform the examiners of his/her situation no later than the start of the oral examination so that they can make a decision on whether or not to proceed. The examiners may require the student to submit evidence of his/her condition to the Doctoral School within seven days.

## 11. Outcome of the MD (Research) examination

- (1) If the thesis fulfils the criteria for the MD (Research) set out in Section 7 of this addendum and the student satisfies the examiners in all other parts of the examination, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MD (Research) degree.
- (2) If the thesis otherwise fulfils the criteria for the MD (Research) degree set out in Section 7 of this addendum, but requires minor amendments, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within three months. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MD (Research) degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 11, paragraph (8) of this addendum.
- (3) Where the examiners have required the student to submit a finished thesis as the original one was not examined by reason of being incomplete, the completed thesis shall be submitted to the examiners within three months of the original decision. In such a case the candidate must undergo an oral examination. If the amended thesis is satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them unconditionally in the examination for the MD (Research) degree. If the amended thesis is not satisfactory, the examiners will either (i) require the student to make minor amendments to the thesis specified by them within three months or (ii) require the student to make moderate amendments to the thesis specified by them within a period of up to nine months or (iii) determine that the student has not satisfied them in the examination under the provisions of Section 11, paragraph (8).
- (4) If the thesis otherwise fulfils the criteria for the MD (Research) degree set out in Section 7 of this addendum, but requires amendments to address errors of substance or omission, and the student satisfies the examiners in all other parts of the examination, the examiners may require the student to make amendments to the thesis specified by them within a period of up to nine months. The amended thesis shall be submitted to the examiners, or to one of their number nominated by them, for confirmation that the amendments are satisfactory, without the requirement to conduct a further viva. If the amendments are satisfactory, the examiners will report to the Research Degrees Programmes Committee that the candidate has satisfied them in the examination for the MD (Research) degree. If the amendments are not satisfactory, the examiners will either give the student a further three months in which to make the amendments, or determine that the student has not satisfied them in the examination under the provisions of Section 11, paragraph (8).
- (5) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the student be permitted to re-present his/her thesis in a revised form within twelve months. The examiners shall not make such a decision without first submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination a student who under this regulation has been permitted to re-present the thesis in a revised form.

- (6) If the thesis satisfies the criteria for the MD (Research) degree set out in Section 7 of this addendum, but the student fails to satisfy the examiners at the practical or written examination prescribed under Section 10 of this addendum, the examiners may determine that the student be exempted on re-entry from presentation of the thesis and be permitted to submit to a further practical or written examination within a period specified by them and not exceeding twelve months. The examiners may at their discretion exempt the student from taking a further oral examination.
- (7) If the thesis satisfies the criteria for the MD (Research) degree set out in Section 7 of this addendum, but the student fails to satisfy the examiners at the oral examination, the examiners may determine that the student be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding twelve months.
- (8) The examiners may determine and report to the Research Degrees Programmes Committee that the student has not satisfied them in the examination. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the student to an oral examination. A student who fails to satisfy the examiners will not be permitted to re-enter for the examination.
- (9) If the examiners are unable to reach agreement, their reports shall be referred to the Research Degrees Programmes Committee which shall determine the action to be taken.
- (10) In all cases where the outcome requires re-submission of the thesis and/or a further form of examination, students must submit the thesis by the deadline and/or undertake the examination on the date(s) set. Failure to do so will normally result in the student failing the degree, unless there are severe extenuating circumstances which are deemed acceptable by the Research Degrees Programmes Committee.

## **12. Appeals against the outcome of the examination or the termination of registration**

- (1) Students may submit an appeal to the College against the outcome of the examination or the termination of registration in line with the provisions of Section 21 and 22 of these regulations.

## Appendix 6: Regulations governing the Doctorate in Business Administration (DBA)

*These should be read in conjunction with the regulations governing Research Degrees. The following regulations govern the elements of the award of the Doctorate in Business Administration (DBA) which differ from the Research Degree Regulations. In respect to all other matters, the Research Degree Regulations apply unless otherwise specified. Further details are set out in the Course Specification.*

1. Period of study
2. Structure of course
3. Requirements of DBA thesis
4. Conduct of the DBA thesis examination

### 1. Period of Study

- (1) The period of study is a minimum of three years full-time, or the equivalent part-time.

### 2. Structure of course

- (1) Courses leading to the award of DBA will include elements of a practical, vocational and professional nature as well as formally-taught elements, and will include a substantial research element at FHEQ Level 8 which is of a nature appropriate to the discipline and is presented in the form of a thesis.

### 3. Requirements of the DBA thesis

- (1) The thesis shall:
  - (a) consist of the candidate's own account of his/her investigations, indicating in what respects they advance the study of the subject;
  - (b) form a distinct contribution to the knowledge of the subject and afford evidence of originality shown by the discovery of new facts and/or the exercise of independent critical power;
  - (c) be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
  - (d) not exceed 50,000 words in length including references, footnotes and endnotes, but excluding the bibliography and any appendices;
  - (e) be written in English to a satisfactory standard of literary presentation;
  - (f) be presented in typescript, or electronically, or print and bound in accordance with instructions issued by the Director of Academic Services.
- (2) A candidate may not submit a thesis which has already been submitted for a degree or comparable award of the College or another institution. Work which has already been submitted in this way may, however, be incorporated in a thesis covering a wider field, provided this is indicated on the examination entry form and in the thesis itself.

- (3) A candidate may submit the results of work done in conjunction with the supervisor or with other researchers, provided the personal share in the investigation is clearly stated and certified by the supervisor.
- (4) Published work may be included only if it forms an integral part of the thesis and makes a relevant contribution to the main theme of the thesis. A series of publications alone is not acceptable as a thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (5) A candidate may submit as supplementary material in support of his/her candidature any published contribution to the advancement of the subject. Such material should normally be bound in at the end of the thesis in its published form, with appropriate references made in the body of the thesis. The personal share in publications in joint names must be clearly stated and certified by the supervisor.
- (6) A thesis will normally be placed in the public domain immediately after the award of the degree. Exceptions to this requirement will normally be made only on the grounds of commercial exploitation or patenting or in other very exceptional circumstances and will usually only be granted for a maximum period of two years.

#### **4. Conduct of the DBA thesis examination**

- (1) A candidate must satisfy the examiners in all other elements of the assessment for the course before submitting the thesis for examination.
- (2) Examiners for the thesis will be appointed by the Research Degrees Programmes Committee, which will ensure that:
  - (a) the examiners are expert in the field of the thesis and able to make an independent assessment of the student;
  - (b) at least one of the examiners is external to Royal Holloway when the nomination is made, meaning that s/he must not have been a member of staff of Royal Holloway for a period of at least three years;
  - (c) one examiner will normally be a member of staff, a visiting lecturer, a visiting professor or emeritus professor at Royal Holloway when the nomination is made, or will have held such a position within the last three years. If no suitable individual is available from the College, a second examiner who is part of the University of London may be appointed. Where an examiner is appointed from the staff at Royal Holloway, the individual must be genuinely independent of the student's course of study;
  - (d) both examiners should be external to Royal Holloway where the thesis to be examined has been submitted by a member of College academic staff (e.g. lecturer, senior lecturer, reader, Professor) or a member of professional service staff who holds a substantive post in the institution;



- (e) a candidate is not examined by his/her own supervisor, except in the most exceptional circumstances, in which case three examiners in total must be appointed.
- (3) After reading the thesis the examiners will:
- (a) prepare independent written reports on the thesis prior to the oral examination;
  - (b) examine the candidate orally with only themselves, the candidate and, subject to the candidate's agreement, the supervisor present;
- (4) There are five options open to the examiners in determining the result of the final examination as follows:
- (a) If the thesis is adequate and the candidate satisfies the examiners in all other parts of the examination, the examiners will report that the candidate has satisfied them in the examination for the degree.
  - (b) If the thesis is otherwise adequate but requires minor amendments and if the candidate satisfies the examiners in all other parts of the examination, the examiners may require the candidate to make amendments specified by them within three months.
  - (c) If the thesis, though inadequate, shall seem of sufficient merit to justify such action, the examiners may determine that the candidate be permitted to re-present the thesis in a revised form within 18 months. Examiners shall not, however, make such a decision without submitting the candidate to an oral examination. The examiners may at their discretion exempt from a further oral examination, on the re-presentation of the thesis, a candidate who under this regulation has been permitted to re-present it in a revised form.
  - (d) If the thesis is adequate, but the candidate fails to satisfy the examiners at the oral examination, the examiners may determine that the candidate be permitted to re-present the same thesis, and submit to a further oral examination within a period specified by them and not exceeding 18 months.
  - (e) The examiners may determine that the candidate has not satisfied them in the examination and that the degree should not be awarded. The examiners shall not, however, save in very exceptional circumstances, make such a decision without submitting the candidate to an oral examination.
- (5) In the event that unanimity is not achieved on the result of the thesis by the examiners, a third examiner, appointed according to the procedure given in Section 17 (10) above shall be asked to advise. Each examiner will write a report on the examination and submit these to the Chair of the Research Degrees Programmes Committee, who will conduct an inquiry, taking advice as s/he shall determine, before reaching a decision in the matter.

- (6) The examiners for the thesis shall provide a detailed and reasoned statement of their judgement of the candidate's performance and for the decision they have reached, and this report shall be made available to the candidate for her/his personal information.

## **Appendix 7: Regulations governing the Master of Philosophy in Islamic and West Asian Studies (MPhilIWAStud.)**

*These should be read in conjunction with the regulations governing Research Degrees. The following regulations govern the elements of the award of Master of Philosophy in Islamic and West Asian Studies (MPhilIWAStud.) which differ from the Research Degree Regulations. In respect to all other matters, the Research Degree Regulations apply unless otherwise specified. Further details are set out in the Course Specification.*

1. Period of study
2. Structure of course
3. Requirements of thesis

### **1. Period of Study**

- (1) The period of study is a minimum of two years full-time or the equivalent part-time.

### **2. Structure of course**

- (1) Courses leading to the award of MPhilIWAStud will provide students with advanced knowledge of Islamic and West Asian studies, include sustained research on a single topic presented in the form of a thesis, and include a research training for doctoral study.

### **3. Requirements of Thesis**

The thesis shall

- (1) consist of the candidate's own account of his/her investigations, indicating in what respects they advance the study of the subject;
- (2) be either a record of original work or an ordered and critical exposition of existing knowledge and shall provide evidence that the field has been thoroughly surveyed;
- (3) be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
- (4) not exceed 30,000 words in length including references, footnotes and endnotes, but excluding the bibliography and any appendices;
- (5) be written in English to a satisfactory standard of literary presentation;
- (6) be presented in typescript, or electronically, or print and bound in accordance with instructions issued by the Director of Academic Services.

# Regulations on Access Arrangements for Assessment

1. Submission of applications
2. Consideration of applications
3. Requests for reconsideration

## APPLICATIONS

### 1. Submission of applications

- (1) Applications must be submitted to Disability and Dyslexia Services, or in the case of collaborative provision to a partner institution, as early as possible, such as during an application for admission to the College, or in the case of accidental injury or acute illness, immediately after the event. Each application must be supported by documentary evidence as follows:
  - (a) for Specific Learning Difficulties, a full Educational Psychologist's report, or a report by a suitably qualified Specialist Teacher, based on an assessment written in English;
  - (b) for physical disabilities and medical conditions, a recent certificate written in English by a suitably qualified medical practitioner who has seen the student during the period of the condition.
- (2) Students with conditions which do not vary over time may, at the discretion of the Executive Committee for Assessment, be granted access arrangements for assessment for the duration of their period of registration with the College without the need to re-apply each year, except in order to request a change to their previous arrangements. Otherwise students must submit new supporting documentation in English for consideration in each academic year in which they require access arrangements.

### 2. Consideration of applications

- (1) Save for the provisions of paragraphs (2) and (3) below, applications will be considered by the Executive Committee for Assessment, constituted under the provisions of the [Regulations on the conduct of assessment](#), which include an arrangement whereby the Committee may seek the advice of an appropriately qualified professional such as a medical practitioner. Students will be informed of the outcome of their application in writing.
- (2) The Executive Committee for Assessment will devolve authority to consider applications for which there is a clear precedent to the Head of Disability and Dyslexia Services or nominee in consultation with departments where necessary. . The Head of Disability and Dyslexia Services or nominee may also grant requests for additional rest time, special seating arrangements, the use of an amanuensis and/or the use of technological aids, but not requests for additional writing time or extensions to coursework deadlines, for which there is no precedent but for which justification exists in the documentary evidence submitted in support of the application. All decisions taken by the Head of Disability and Dyslexia Services or nominee under these provisions will be reported at the next meeting of the Committee.
- (3) The Chair of the Executive Committee for Assessment may at his/her discretion consider applications on behalf of the Committee arising from accidental injury or acute illness, for which a

rapid decision is needed and for which the provisions of paragraph (2) above are not appropriate. In such cases the Chair will first seek the view of another member of the Committee, and may also decide to seek the advice of an appropriately qualified professional such as a medical practitioner. All decisions taken by the Chair under these provisions will be reported at the next meeting of the Committee.

- (4) In considering applications, account will always be taken of:
  - (a) the student's normal working practice and any specific learning support which is normally put in place by the College, or in the case of collaborative provision by a partner institution, for that student;
  - (b) any implications for the security of the assessment;
  - (c) the principle that the arrangements must not give the student an unfair advantage over others, or give rise to a misleading impression of his/her attainment.
- (5) For Specific Learning Difficulties, appropriate access arrangements for assessment will be determined in reference to the Educational Psychologist's report, and may include:
  - (a) additional writing time in timed assessments;
  - (b) provision for the student's difficulty to be brought to the attention of the examiners, in order to ensure that his/her work is not unduly penalised for features of spelling, grammar and presentation;
  - (c) the use of a word processor with spell check facility, or an amanuensis, according to the student's normal working practice;
  - (d) the use of appropriate assistive software such as text to speech and/ or other technological aids.
- (6) For physical disabilities and medical conditions, appropriate access arrangements for assessment will be determined in reference to case law and the recommendations of the medical practitioner. These may take the form of additional rest and/or writing time in timed assessments, special seating arrangements, the use of an amanuensis and/or the use of technological aids.
- (7) Students who are granted access arrangements for timed assessments will normally be seated separately from other students so that the arrangements can be properly monitored.

## **RECONSIDERATION OF DECISION**

### **3. Requests for reconsideration**

- (1) A student may request that his/her application be reconsidered by the Executive Committee for Assessment on one or more of the following grounds:
  - (a) that there is new documentary evidence to be taken into account which s/he could not with reasonable diligence have disclosed at the time of the original application;

- (b) that there is evidence of administrative or procedural errors, which might cause reasonable doubt as to whether the outcome would have been the same if the irregularities or errors had not occurred;
  - (c) that the original conclusion reached by the Executive Committee for Assessment was unreasonable given the evidence with which it was presented.
- (2) Requests for reconsideration must be submitted to the Director of Academic Services within 15 working days of the student being informed of the outcome of his/her original application. The Director of Academic Services will consider all such requests and either:
- (a) dismiss any which do not satisfy the requirements of paragraph (1) above and inform the student in writing accordingly;
  - (b) forward any which on a prima facie basis satisfy the requirements of paragraph 1 (a-b) above to the Executive Committee for Assessment for consideration, the outcome of which will be communicated to the student in writing;
  - (c) forward any which on a prima facie basis satisfy the provisions of paragraph (1)(c) above to the Principal, or a nominee not involved in the original decision, for consideration, the outcome of which will be communicated to the student in writing.

# Regulations on the Conduct of Assessment

*These regulations apply to the assessment of all awards made by the College, except that the examination of the thesis for the specialist doctorates and the assessment of the degrees of MPhil, PhD, MA/MSc by Research and PhD by Prior Publication are governed by the Research Degree Regulations. These regulations are to be read in conjunction with any special instructions or contractual arrangements for individual courses.*

1. School Progression and Awards Boards
2. Executive Committee for Assessment
3. Department Assessment Boards
4. Extenuating Circumstances Committee
5. Internal Examiners
6. External Examiners
7. Assessors and Assistant Examiners
8. Chairs and Deputy Chairs of Boards of Examiners
9. Procedures following the appointment of examiners and assessors
10. Quorum for meetings
11. Conduct of meetings
12. Setting work
13. Marking work
14. Publication of results
15. Certification of results

## BOARDS OF EXAMINERS

### 1. School Progression and Awards Boards

- (1) The Academic Board shall convene two Progression and Awards Boards for each School one for the consideration of undergraduate courses and one for the consideration of postgraduate taught courses. Each board acts on behalf of Academic Board in respect of such courses assessed wholly or partly within that School.
- (2) The membership of each School Progression and Awards Board shall comprise a Chair, a Chief External Examiner and the Chair, Deputy Chair or academic representative of each Department Assessment Board reporting to the School Progression and Awards Board and normally a member of the Academic Quality and Policy Office or Student Administration as an observer.
- (3) The terms of reference of the School Progression and Awards Boards will be:
  - (a) to act in accordance with the Regulations and Procedures of the College and to meet as necessary to fulfil this requirement;
  - (b) to make decisions on final award classifications and student progression taking into consideration the impact of extenuating circumstances on students and make applications for the suspension of regulations where these apply to assessment and student progress to the Executive Committee for Assessment;
  - (c) to make recommendations to the Academic Board on regulations and procedures governing their business.

- (4) The Chair will have authority to act on behalf of the School Progression and Awards Board between meetings either individually, or in correspondence with other members. Any action taken in this way will be reported at the next meeting of the Board.

## 2. Executive Committee for Assessment

- (1) The Academic Board shall convene an Executive Committee for Assessment to act on its behalf on matters outlined in paragraph (3) below.
- (2) The membership of the Executive Committee for Assessment shall comprise one Chair of a Progression and Awards Board from each School, the Head of the Academic Quality and Policy Office, the Director of Student Administration or their nominee and the Student's Union Vice President (Education). The Committee may also invite appropriately qualified professionals to meetings to act in an advisory capacity.
- (3) The terms of reference of the Executive Committee for Assessment will be:
- (a) To act in accordance with the Regulations and Procedures of the College and to meet as necessary to fulfil this requirement;
  - (b) To annually monitor degree outcomes for undergraduate and postgraduate taught courses;
  - (c) To annually review all regulations, academic policies and guidance related to assessment including, but not limited to, the *Undergraduate and Postgraduate Taught Regulations*, *Regulations on academic misconduct*, *Regulations on the conduct of assessment*, the *Regulations on access arrangements for assessment*, the *Guidelines for Examiners and Assessors*, *Extenuating Circumstances Guidance*, *Instructions to Candidate* and the *Extensions Policy*;
  - (d) To approve guidelines for standard requests from individual students with special circumstances for the provision of exam access arrangements, to approve any exceptional requests not covered by such guidelines and to annually monitor this provision;
  - (e) To consider recommendations for the suspension of regulations where these apply to assessment and student progress and to regularly monitor this;
  - (f) To annually
    - convene Department Assessment Boards;
    - monitor the appointment of External Examiners across undergraduate and postgraduate taught courses of study;
    - note and monitor the appointment of Chairs and Deputy Chairs of Department Assessment Boards and School Progression and Awards Boards;
    - receive a report on College staff who have external examining roles at other HEIs.
  - (g) To annually approve the examination schedule including dates of the College's examination periods and the schedule for the release of results;
  - (h) To review and provide advice on matters relating to academic misconduct in relation to assessment including approving tariffs;



- (i) To annually award College Prizes to students;
  - (j) To review annually its own activity and institutional assessment processes more generally, having particular regard to comparability of standards and process across the College, and to report to the Academic Board on the outcomes of the review as appropriate
- (4) The Chair will have authority to act on behalf of the Executive Committee for Assessment between meetings either individually, or in correspondence with other members. Any action taken in this way will be reported at the next meeting of the Committee.
- (5) The Executive Committee for Assessment may determine circumstances under which the Head of the Academic Quality and Policy Office may act on its behalf between meetings. Any action taken in this way will be reported at the next meeting of the Committee.

### **3. Department Assessment Boards**

- (1) The Executive Committee for Assessment shall convene Department Assessment Boards on an annual basis as required.
- (2) The membership of each Department Assessment Board shall comprise a Chair, a Deputy Chair, Internal Examiners, at least one External Examiner and normally a member of the Academic Quality and Policy Office or Student Administration as an observer. The Chair of this Department Assessment Board shall be appointed by the Executive Committee for Assessment.
- (3) The terms of reference of the Department Assessment Boards will be:
- (a) to act in accordance with the Regulations and Procedures of the College and to meet as necessary to fulfil this requirement;
  - (b) to make annual recommendations to the Chair of the relevant School Progression and Awards Board on the appointment of External Examiners;
  - (c) to be responsible for setting and marking all work necessary for assessment;
  - (d) to approve the module outcomes for candidates within their remit;
  - (e) to make recommendations to the Executive Committee for Assessment in respect of students with special circumstances for the provision of exam access arrangements;
  - (f) to make recommendations to the School Progression and Awards Boards on regulations and procedures governing their business;
  - (g) to consider reports from External Examiners and to take appropriate action arising from such reports.
- (4) Department Assessment Boards of Examiners may convene sub-committees from their membership to undertake duties on their behalf, provided all decisions and actions taken by a sub-committee are reported at the next meeting of the Department Assessment Board (see Section 12 (1) of these regulations).

- (5) The Chair will have authority to act on behalf of the Department Assessment Board in business which may arise between meetings, provided such action will be reported at the next meeting of the Department Assessment Board. Final module outcomes will be agreed in writing between the Chair and at least one External Examiner from the Department Assessment Board. In addition to the responsibilities outlined in Section 3 (3) of these regulations, the Chair may be required to liaise with the Chair of the Academic Board, the Director of Academic Services and the Chair of the relevant School Progression and Awards Board on representations and complaints from candidates.

#### **4. Extenuating Circumstances Committee**

- (1) The Executive Committee for Assessment shall convene a College Extenuating Circumstances Committee at key points during the academic cycle as determined by the Director of Academic Services or their nominee.
- (2) The Committee will be chaired by the Director of Academic Services or a nominee.
- (3) The membership of the Committee will include:
  - (a) A senior member of the Student Administration team;
  - (b) A senior member of the Academic Quality and Policy team to provide regulatory advice;
  - (c) A senior member of the Student Advisory and Wellbeing team;
  - (d) Other members may be co-opted as and when necessary with approval from the Chair of the Executive Committee for Assessment.
- (4) The terms of reference of the Committee are to:
  - (a) consider extenuating circumstances submissions from candidates;
  - (b) approve or reject them and for those approved classify them according to the severity of the circumstances and the likely impact on assessment;
  - (c) Determine the regulatory outcomes permitted for approved submissions and provide these to the relevant School Progressions and Award Board (s) for consideration in the context of progression and awards decisions relating to candidates under consideration by the Board.

### **EXAMINERS AND ASSESSORS**

#### **5. Internal Examiners**

- (1) Internal Examiners shall be members of the academic teaching staff of the College and other members of staff deemed appropriate by the Executive Committee for Assessment and shall serve as ex-officio members of the Department Assessment Board to which they are appointed.
- (2) Internal Examiners shall be appointed by the Chair of the relevant Department Assessment Board.
- (3) The duties of Internal Examiners shall be determined by the Chair of the relevant Department Assessment Board, and will include:

- (a) to comply with the Regulations and Procedures of the College;
- (b) to attend meetings of the Department Assessment Board when asked to do so by the Chair;
- (c) to set and mark work for the purpose of assessing candidates;
- (d) to be available when required to discuss marking, moderation and module performance with the Chair and External Examiner(s).

## 6. External Examiners

- (1) External Examiners shall be nominated by the Chair of the relevant Department Assessment Board and appointed by the Chair of the School Progressions and Award Board on behalf of the Executive Committee for Assessment. External Examiners shall be members of the wider academic community who may be external or internal to the University of London, but not members of the College.
- (2) Further to the provisions of Section 6 (1), the following criteria shall apply when considering nominations for the appointment of External Examiners. All External Examiners must demonstrate appropriate evidence of:
  - (a) sufficient standing, credibility and breadth of experiences within their discipline to command the respect of academic peers, and where appropriate, professional peers;
  - (b) familiarity with current standards and procedures of Higher Education in the UK, in particular agreed reference points for the maintenance of academic standards, and assurance and enhancement of provision;
  - (c) competence and experience in the fields covered by the course of study or parts thereof;
  - (d) relevant academic and/or professional qualifications to at least the level of the qualification being externally examined, and/ or extensive practitioner experience where appropriate;
  - (e) competence and experience relating to designing and operating a variety of assessment tasks appropriate to the subject and operating assessment procedures;
  - (f) fluency in English, and where courses are delivered and assessed in languages other than English, fluency in the relevant language(s);
  - (g) awareness of current developments in the design and delivery of relevant curricula;
  - (h) competence and experience relating to the enhancement of the student experience;
  - (i) meeting applicable additional criteria set by professional, statutory or regulatory bodies;

The Executive Committee for Assessment will consider and approve the appointment of any External Examiners who do not meet the criteria set out above.

- (3) The External Examiner appointed by the College should not be:

- (a) a member of a governing body or committee of the College (i.e. Council) or one of its collaborative partners, or a current member of staff of the College or one of its collaborative partners;
  - (b) any person currently or previously associated with the College as a student, member of staff, external validator unless a period of at least five years has elapsed since his/her association with the College ceased;
  - (c) any person who is connected either personally (i.e. a close relative), professionally or contractually with a student falling within the purview of a Department Assessment Board or with a member of staff involved in the courses of study. In cases where a professional connection between an External Examiner from a College of the University of London and a student may occasionally arise from intercollegiate teaching, the External Examiner will inform the Chair of the Department Assessment Board and the other External Examiner(s);
  - (d) any person required to assess colleagues who are recruited as students to the course of study;
  - (e) any person who is or knows they will be in a position to influence significantly the future of students on the course of study;
  - (f) any person significantly involved in recent or current substantive collaborative research activities with a member of staff clearly involved in the delivery, management or assessment of the course(s) or modules in question;
  - (g) a member of staff of an institution for which a member of staff of the College is appointed to act as an External Examiner for comparable courses, unless the Chair of the Executive Committee for Assessment is satisfied that such a situation is unavoidable;
  - (h) be a colleague from the home department and institution of the immediately preceding External Examiner;
  - (i) a member of the same department of the same institution as another External Examiner for the same course.
- (4) An External Examiner shall normally be appointed for a continuous period of up to four years, with an exceptional extension of one year to ensure continuity. Appointments are subject to annual review by the Executive Committee for Assessment as are requests for extensions to such appointments. On completion of the period of appointment, an External Examiner may only be reappointed in exceptional circumstances and then only after a period of five years or more has elapsed since their last appointment. In order to allow sufficient time for the proper performance of his/her duties, an External Examiner shall normally hold no more than two External Examiner appointments for taught courses/ modules at any point in time.

Where a nominated External Examiner has no previous experience in such a role, the Department will, where possible, appoint a more experienced External as a mentor.

- (5) The duties of External Examiners will be to:
- (a) comply with the Regulations and Procedures of the College;

- (b) attend any meeting of a Department Assessment Board of which s/he is a member held to determine the outcomes of examinations;
- (c) assist in the maintenance of the standard of awards of the College and the University as appropriate, and to help ensure as far as is practicable that the process of assessing students is fair and operated equitably, by:
  - (i) advising on whether marking schemes and course content are consistent with national standards;
  - (ii) advising on whether marking schemes and methods of assessment are appropriate to the discipline;
  - (iii) approving draft examination papers and new or amended summative coursework assessments which constitute more than 20% of the final grade for a module. In cases where students develop their own titles, the External Examiner should be sent the assessment guidelines;
  - (iv) moderating the marking of Internal Examiners and adjudicating in exceptional cases of disagreement on marks for work that contributes to a named award;
  - (v) advising Department Assessment Boards of Examiners on decisions relating to awards;
  - (vi) advising on proposals to introduce new modules, module amendments and course amendments.
- (d) sign lists confirming the process of approval of final outcomes of module assessment;
- (e) complete an annual report within three weeks following the main meeting of the Department Assessment Board, using a proforma issued by the Director of Academic Services.

Given the central role played by an External Examiner in confirming assessment outcomes, the Executive Committee for Assessment may take steps to terminate the contract of an External Examiner early for failure to fulfil the duties set out in Section 6 (5) above

- (6) Each School Progression and Awards Board shall on behalf of the Executive Committee for Assessment appoint a Chief External Examiner. This examiner shall be one of the External Examiners appointed to a Department Assessment Board. The Chief External Examiner shall attend meetings of Department Assessment Board to which s/he has been appointed as well as the School Progression and Awards Board. In this regard their role will be to confirm progression and award decisions for the School in question.

## **7. Assessors and Assistant Examiners**

- (1) Assessors shall be specialists with particular expertise or knowledge appointed to assist in setting and marking work and to attend examinations.
- (2) Assistant Examiners may be appointed to assist in marking and to attend practical examinations where large numbers of candidates are involved. Assistant Examiners shall not assist with setting work for assessment.
- (3) Assessors and Assistant Examiners shall be appointed by the Chair of the relevant Department Assessment Board, who will:

- (a) assign them with duties, to include compliance with the Regulations and Procedures of the College;
  - (b) provide them with appropriate guidance on the assessment process, including the application of marking criteria;
  - (c) ensure that their marking is always confirmed by an Internal Examiner (see Section 13 (2) of these regulations).
- (4) Assessors and Assistant Examiners shall not be members of Department Assessment Boards, but at the discretion of the Chair may attend meetings in a non-voting capacity to provide advice.

## **8. Chairs and Deputy Chairs of Boards of Examiners**

- (1) The Chair of the Executive Committee for Assessment shall be the Senior Vice-Principal (Education).
- (2) Chairs of School Progression and Awards Boards, and Deputy Chairs, shall be senior members of the academic teaching staff of the College, nominated by the Head of School and appointed by the Executive Committee for Assessment.
- (3) Chairs of Department Assessment Boards, and Deputy Chairs, shall be senior members of the academic teaching staff of the College, nominated by the Head of the academic department responsible for teaching the subject concerned and appointed by the Executive Committee for Assessment. In the case of collaborative provision the Chair of the relevant Assessment Board may be appointed by the Executive Committee for Assessment.
- (4) The duties of Chairs of School Progression and Awards Boards will include:
  - (a) Overall responsibility for ensuring that all staff in the School follow College regulations and policies pertaining to examination, receive briefing/ training as required and that the Department Assessment Boards and the School Progression and Award Boards are run in line with relevant College regulations and policies;
  - (b) Approving all External Examiners for courses in the School and ensuring that all courses have the requisite number of External Examiners prior to the start of the academic year or as soon as possible thereafter and ensuring that the Chief External Examiner for the School is responded to within the regulatory timeframe of two months;
  - (c) Coordinating the timetabling of School and Department Assessment Boards (June, SVAP, Autumn (for PGT) and key points in the academic cycle for non-standard courses) in liaison with Student Administration and the Academic Quality and Policy Office, providing members with adequate notice of the meeting (normally at least six months in the case of meetings involving the Chief School External Examiner), and ensuring that they receive in good time relevant School documentation and their attendance in person at relevant meetings is confirmed;
  - (d) Preparing documentation for the School Progression and Awards Board meeting with the assistance of School administration staff;

- (e) Ensuring that all progression and award outcomes are provided to Student Administration by the required deadlines in June, after SVAP, after Autumn Boards (for PGT) and at other key points in the academic cycle for non-standard courses;
  - (f) Representing the School at meetings of the Executive Committee for Assessment, when required;
  - (g) Submitting requests for suspensions of regulations from the School to Executive Committee for Assessment and approving those for which there is delegated responsibility;
  - (h) Reporting to the Executive Committee for Assessment the degree outcomes of courses in the School and taking responsibility for the completion of any actions arising from these;
  - (i) Ensuring that the process for advising students on resit and other progression options is consistently approached within the School.
- (5) The Deputy Chair of the School Progression and Awards Board will normally be the Chair of one of the Department Assessment Boards, appointed annually. The responsibility of the Deputy will normally be to chair the School Board in the absence of the Chair. However, they may be required to take on additional responsibilities at the request of the Chair.
- (6) The duties of Chairs of Department Assessment Boards of Examiners will include:
- (a) Chairing the Department Assessment Board in line with relevant College regulations and policies, receive briefing/training as required, and retaining responsibility for all decisions and action taken and not taken by the Department Assessment Board in respect of the assessment for which it is responsible;
  - (b) In collaboration with the Chair of the School Progression and Awards Board assessing the training needs of examiners and assessors appointed to the Department Assessment Board and to ensure that adequate measures are taken to address any needs which may be identified and that relevant briefing or training sessions are provided;
  - (c) Annually nominating External Examiners as required, providing the Academic Quality and Policy Office with the required work load allocations and all required paperwork for the appointment and payment of such examiners;
  - (d) Determining the distribution of work between examiners and assessors, including External Examiners and ensuring that all those appointed to the Department Assessment Board are provided with the information required to reach sound decisions, in accordance with the procedures described in the College Regulations and the *Guidelines for Examiners and Assessors* and that these are followed;
  - (e) In collaboration with the Chair of the School Progression and Awards Board, making arrangements for meetings of the Department Assessment Board and the School Progression and Awards Board, as necessary, providing members with adequate notice of the meeting (normally at least six months in the case of meetings involving the External Examiner(s)), this includes both the end of year and summer vacation assessment boards;
  - (f) Setting up sub-committees for oversight of the setting of examination papers, where relevant and ensuring that all deadlines set by Student Administration in this respect are adhered to;

- (g) Preparing documentation for the Department Assessment Board meeting at the end of the academic year and during the summer vacation assessment period with the assistance of School administrative staff and meeting all required deadlines set by Student Administration for the submission of student outcomes;
  - (h) Preparing documentation for and representing the Department Assessment Board at the School Progression and Awards Board and making recommendations at that board on the progression and classification of candidates in the department in line with course and College regulations and where appropriate;
  - (i) Sending the External Examiners an appropriate written response to any comments or recommendations contained in their annual reports within two months of receipt of their report;
  - (j) Having responsibility for overseeing plagiarism hearings and related disciplinary processes. This may be delegated to the Deputy Chair or another member of staff in the department.
- (7) The duties of Deputy Chairs of Department Assessment Boards will include:
- (a) Deputising for the Chair of the Department Assessment Board where necessary;
  - (b) Running the sub-committee of the Departmental Assessment Board which has oversight of the setting and scrutiny of examination papers;
  - (c) Liaising with External Examiners as regards examination papers/ coursework questions which require approval;
  - (d) Ensuring that all deadlines set by Student Administration with respect of submission of examination papers for printing are adhered to;
  - (e) Supporting the Chair with arrangements for the meeting of the Department Assessment Board;
  - (f) Chairing Academic Misconduct Panels for students in the department with support from Student Administration.
  - (g) Responsibility for overseeing plagiarism hearings and related disciplinary processes.

#### **9. Procedures following the appointment of examiners and assessors**

- (1) The Director of Academic Services shall maintain a record of the membership of all Boards of Examiners which approve module outcomes, progression decisions and conferment of awards by the College.
- (2) The Executive Committee for Assessment may terminate the appointment of an examiner or assessor who no longer satisfies the criteria on which s/he was appointed, or who is unable to fulfil the duties for which s/he was appointed. In the case of an External Examiner, the appointment may be terminated from either side by giving three months written notice.
- (3) All examiners and assessors will be provided access to the College Regulations, the *Guidelines for Examiners and Assessors*, the College Student Handbook and other relevant information via the External Examiner Online Resource.



- (4) External Examiners will be provided with the following additional items by the Director of Academic Services:
- (a) an Annual Report Form;
  - (b) a statement of impartiality;
  - (c) an expenses claim form and schedule of reimbursable expenses.
- (5) External Examiners will be provided with the following additional items by the Chair of the Department Assessment Board:
- (a) contact details;
  - (b) a list giving the composition of the Department Assessment Board, including a note of the subject areas covered by other External Examiners;
  - (c) the Departmental Student Handbook(s) or Course Guide(s) and course specifications covering courses and modules under the Department Assessment Board's purview;
  - (d) a schedule for the assessment process, including the dates of meetings and any domestic arrangements;
  - (e) minutes of the previous year's Department Assessment Board meetings;
  - (f) the Departmental Annual Review Report for the previous year;
  - (g) for new External Examiners, the final report of the outgoing External Examiner.
- (6) The Chief Examiner will additionally be provided with
- (a) a list giving the composition of the School Progression and Awards Board;
  - (b) a schedule for with the dates of meetings and any domestic arrangements;
  - (c) minutes of the previous year's School Progression and Awards Board meetings.

## **MEETINGS OF BOARDS OF EXAMINERS**

### **10. Quorum for meetings**

- (1) The quorum for any meeting of a Department Assessment Board shall be the Chair or Deputy Chair, one External Examiner and at least two Internal Examiners. A meeting at which just the quorum membership is present may only take place under exceptional circumstances. All meetings of the Department Assessment Board should normally include as a minimum all Internal Examiners who are convenors of modules being considered, or their nominee.
- (2) The quorum for any meeting of a School Progression and Awards Board will be the Chair, the Chief External Examiner (unless otherwise agreed for a limited number of non-standard courses approved by the Chair of the Executive Committee for Assessment) and one representative, normally the Chair or Deputy Chair, from each department presenting results to the Board. The

School Progression and Awards Board shall not approve any progression or award outcomes if there is not a representative present at the meeting.

- (3) The quorum for any meeting of the Executive Committee for Assessment will be the Chair and at least four other members of the Committee.

## **11. Conduct of meetings**

- (1) Meetings of the Executive Committee for Assessment and meetings of, School Progression and Awards Boards and Department Assessment Boards held to determine final outcomes of module assessment, progression and award classifications, respectively, will take place at times specified in a schedule circulated at the beginning of each academic year by the Director of Academic Services.
- (2) Only the following may attend meetings of Department and School Boards of Examiners or the Executive Committee for Assessment:
  - (a) appointed members of the Board/Committee;
  - (b) designated administrative staff, including School administrators and the Director of Academic Services or his/her nominee;
  - (c) the Principal of the College;
  - (d) Assessors or Assistant Examiners invited by the Chair of a Department Assessment Board under the provisions of Section 7 (4) of these regulations;
  - (e) inspectors appointed under Act of Parliament for examinations leading to a registrable qualification.
- (3) Members of Department Assessment Board shall have the right to see any item of work submitted by a candidate for assessment by the Department Assessment Board.
- (4) The Chair shall ensure that a formal and detailed record is kept of the proceedings and lodged with the Director of Academic Services within ten working days.
- (5) For meetings of Boards of Examiners or the Committee held to determine final recommendations on module assessment, award classifications and student progression, the identity of candidates shall be withheld from those present until all decisions have been finalised.
- (6) Decisions of Boards of Examiners or the Committee will be based only on candidates' work or marks arising thereof and evidence of extenuating circumstances submitted by candidates or found as a result of any investigations into teaching provision or the assessment process conducted by the College or a partner institution in the case of collaborative provision.
- (7) Decisions of Boards of Examiners or the Committee will be arrived at by consensus, or by a majority vote of those members present and eligible to vote (i.e. External Examiners and Internal Examiners). Abstentions will count as votes against the motion. The Chair shall vote only where there is no majority among other members.
- (8) Decisions on final awards must be based only on the outcomes of module assessment which have been moderated and confirmed by an External Examiner in accordance with the provisions of

Section 13 (5) of these regulations, otherwise the decision will be deemed provisional and subject to confirmation by the External Examiner(s) once confirmed marks become available.

- (9) Decisions on module and course outcomes made by the Department Assessment Board and School Progression and Awards Boards, respectively, are final unless a subsequent error in the recording of marks or incorrect application of relevant academic regulations is identified. In such circumstances the College reserves the right to make a revised determination of the module, final award and/ or progression decisions.

## SETTING AND MARKING WORK

### 12. Setting work

- (1) Each Department Assessment Board shall convene a sub-committee to be responsible for:
- (a) ensuring that examination papers are set as and when required, and that they are both fair and appropriate to the learning outcomes of the module;
  - (b) ensuring that each examination paper and any associated marking schemes and sample answers are approved by an External Examiner appointed to the Department Assessment Board;
  - (c) reviewing the potential for overlap between coursework and examination papers likely to be sat by any candidate in the same session and across the period of study;
  - (d) obtaining copyright clearance as required for material reproduced in question papers;
  - (e) ensuring the final accuracy of each examination paper;
  - (f) lodging a copy of each examination paper with the Director of Academic Services;
  - (g) where appropriate, approving topics for projects, dissertations and presentations, and courses for recitals and performances.
- (2) Department Assessment Boards shall draw up marking schemes at levels appropriate to the modules and awards within their purview and make these available to candidates.
- (3) Department Assessment Boards shall determine who may be present at oral examinations and assessed presentations and performances in line with the *Guidelines for Examiners and Assessors*. Audio and video recordings of the examination may be made for the sole use of the examiners.
- (4) All those involved in the assessment process shall be responsible for maintaining the secrecy of question papers and associated marking schemes until the papers have been worked by the candidates, and for maintaining the security of any work submitted by candidates for assessment.
- (5) Where candidates are to be given foresight of the format or content of assessment, including questions in an open-book examination, arrangements must be made to ensure that all candidates have an equal opportunity to access the material at the same time.
- (6) It is a condition of the appointment of examiners and assessors that copyright of question papers and any associated materials prepared in relation to the appointment shall rest with the College or

in the case of collaborative provision copyright may rest with the partner institution as set out in the institutional contract.

- (7) Department Assessment Boards of Examiners shall determine precisely the source materials to be used by candidates during each examination, making clear to candidates whether they must provide the materials themselves or use materials provided by the College or relevant partner institution in the case of collaborative provision, subject to the following conditions:
  - (a) candidates will not normally be given use of dictionaries to overcome any deficiency in their command of the English language;
  - (b) Department Assessment Boards shall not commit the College or the partner institution in the case of collaborative provision, to any financial expenditure without the prior approval of the Director of Academic Services;
  - (c) calculators, where used during formal written papers, must be a model approved by the relevant academic department or in the case of collaborative provision by the partner institution;
  - (d) candidates should be asked to provide materials only where it is reasonable to expect that they would be able to purchase them.

### **13. Marking work**

- (1) The identity of candidates will be withheld from those marking summatively-assessed work so far as is practicable until after the marking process is complete. The School Chair of the undergraduate or postgraduate taught Progression and Awards Boards may approve exemptions from this requirement, of which students will be informed.
- (2) Work submitted for assessment shall be marked using one of the following methods:
  - (a) single marking, where the work is marked by one Internal Examiner;
  - (b) single marking with moderation, where the work is marked in accordance with (2)(a) above, except a second Internal Examiner also marks a sample of the work, which shall include a representative sample from all degree classifications and failed work, in order to ensure consistency with the approved marking scheme;
  - (c) double marking, where the work is marked by two Internal Examiners, or by an Internal Examiner and an Assessor, who shall together agree a single mark for each piece of work;
  - (d) blind double marking, where the work is marked in accordance with (2)c) above, except the second marker shall not have prior sight of the comments of the first marker.
- (3) Any substantial piece of work (i.e. contributing more than 20% to the module) which contributes towards a candidate's award classification shall normally be assessed using one of the methods outlined in Section 13 (2) (b-d) of these regulations), except in the case of in-course assessments the form or timing of which renders this impractical.
- (4) Save in the case of formal oral examinations, presentations or performances, External Examiners will not normally mark work. In exceptional cases, however, an External Examiner will be asked to

adjudicate where a first and second marker are unable to agree a single mark for a piece of work, even after reference to a third internal marker.

- (5) All final module outcomes shall be moderated by an External Examiner, who shall have regard for matters such as the positioning of candidates at borderlines, the distribution of marks across the cohort and the award of Fail.
- (6) In cases where an External Examiner fails to endorse final module outcomes or degree classifications, the matter will be referred to the Executive Committee for Assessment.

## **PUBLICATION AND CERTIFICATION OF RESULTS**

### **14. Publication of results**

- (1) Assessment outcomes will be released to students only after they have been confirmed by the relevant School Progression and Awards Board and/ or the Executive Committee for Assessment. The Director of Academic Services will publish course outcomes, with final percentage results, progression outcomes, and for finalists, final course outcomes with award classifications, via Campus Connect after the final meetings of all School Progression and Awards Board and the Executive Committee for Assessment for the relevant academic cycle have been undertaken.
- (2) Written confirmation of module outcomes, percentage results, award classifications and field of study may only be issued to candidates individually by the Director of Academic Services.
- (3) Save for the exclusions in Section 15 (2) of these regulations, provisional results may be released to third parties, such as funding bodies, employers and other education institutions, if the candidate's application to that party would be compromised by waiting until the results have been confirmed. In such cases, the third party will be apprised of the need to maintain confidentiality pending final ratification of the results.

### **15. Certification of results**

- (1) Subject to the Data Protection Act, services such as the provision of transcripts, references and written notification of results will be withheld for candidates who have tuition or tuition-related debt to the College, the University of London or a partner institution in the case of collaborative provision.
- (2) Certificates of award for degrees of the University of London awarded by the College will be issued by the University of London.
- (3) Certificates of award for degrees, diplomas and certificates of the College will be issued by the Director of Academic Services. The certificate shall state the name of the College, the title and date of the award, and where appropriate, the classification and field of study, and shall also carry the signature of the Principal and that of the Chief Operating Officer.

# Code of Practice for Research Degree Students and Supervisors 2021/22

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## 1. Introduction

1. *The Code of Practice for Research Degree Students and Supervisors* (henceforth 'this Code' or 'the Code') is reviewed and republished on an annual basis by the Academic Quality and Policy Office (AQPO).
2. This Code reflects the advice and guidance in the [UK Quality Code for Higher Education Advice and Guidance: Research Degrees](#) published by the Quality Assurance Agency (QAA).
3. Research degree students<sup>1</sup> (henceforth student or students) pursue independent research as part of a research degree within one of the College's academic schools. Successful progress depends primarily on their own efforts, supported by those of their supervisors, but also on the research environment in the school and on the quality of their research training. The purpose of this Code is to specify the practices and procedures that underpin these efforts. It should be read in conjunction with the College's [Research Degree Regulations](#). Where any discrepancy exists, the *Research Degree Regulations* will always take precedence.
4. Disciplines differ markedly in the day-to-day conduct of a research degree. While some students will spend long periods in the field or in distant libraries and archives, others will be in daily contact with their research groups in laboratories. Consequently, the appropriate procedures for guiding their research will vary. Students should not be surprised by these variations, and should not be disconcerted if their school or individual department requires, for example, more frequent reviews or more extensive written reports than are specified in the *Research Degree Regulations*, which set out minimum requirements based on sector-wide good practice.
5. A research degree requires a considerable commitment of time from all students, however, the challenges to part-time students are often different from those encountered by full-time students as in many cases part-time students will be in full-time employment and/or have other responsibilities.
6. Responsibility for implementing this Code is shared between the student, the supervisory team, the School Director of PGR Education and the Head of School and Department. This Code sets out the specific responsibilities of each of these individuals and the relationships between them.

## 2. Roles and Responsibilities

### a) Responsibilities of the Student

7. Students must acquaint themselves with this Code and other relevant College documentation<sup>2</sup> at the earliest opportunity in their research degree, including the *Research Degree Regulations*, the *General Regulations*<sup>3</sup> and research degree student handbook provided by the Doctoral School.
8. Students' responsibilities will include, but are not limited to:

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<sup>1</sup> The term 'research degree student' refers to students on any research-based programme within the College, including Master of Arts/ Science by Research, Master of Philosophy (MPhil), Doctor of Philosophy (PhD), Doctor of Clinical Psychology (DClinPsy), Doctorate in Professional Studies (DPS), Doctorate in Medicine (MD). The Doctor of Philosophy by Prior Publication (PhD) is a research degree award of Royal Holloway and Bedford New College. Where references to an individual programme are made, the paragraph is relevant solely to that award.

<sup>2</sup> The Doctoral School website provides information on relevant policies and documentation: <https://www.royalholloway.ac.uk/doctoral-school/home.aspx>

<sup>3</sup> The General Regulations are available here <https://intranet.royalholloway.ac.uk/students/study/our-college-regulations/our-college-regulations.aspx>.

- a. attending a schedule of agreed supervisory meetings, keeping a record of the meetings and any agreed actions points, and providing their supervisor(s) with an agreed version of the notes of each meeting;
- b. with the supervisor(s), agreeing in writing, before the end of the first term, a broad timetable of work and the objectives that should be met in the first year;
- c. discussing with the supervisor(s) the type of guidance and form of comment found most helpful;
- d. undertaking research methods and Research Skills Training<sup>4</sup> provided by the College, the school, department and/or the supervisor;
- e. maintaining the progress of work in accordance with the agreed objectives, including the submission of written work as required in sufficient time to allow for comment and discussion;
- f. taking responsibility for the completion of any documentation required as part of the annual review or MPhil to PhD upgrade process<sup>5</sup>;
- g. attending additional progress reviews when required and writing formal reports for these as necessary;
- h. taking the initiative in raising at the earliest opportunity any personal difficulties which are interfering with their work or any disabilities or special educational needs for which they may require support; students should feel able to confide in their supervisor, but may prefer to speak with their second supervisor and/or advisor, the School Director of PGR Education, the Head of Department or School, the Director of Quality, Enhancement and Inclusion, the Senior Vice-Principal (Research and Enterprise), Student Advisory and Wellbeing<sup>6</sup> or the Students' Union;
- i. where supervisory problems or difficulties in the supervisory relationship arise, discussing these concerns informally with the supervisor(s) or advisor in the first instance. The College would expect students to take reasonable steps to resolve such problems or difficulties with their supervisor(s) and/or department before referring the matter on.
  - i. where it is not possible or practicable to discuss the matter with the supervisor/advisor or to resolve the difficulties through such a discussion, the matter may then be referred on to the School Director of PGR Education;
  - ii. where the School Director of PGR Education is also the supervisor/advisor, the matter may be referred on to the Head of School;
  - iii. in the event that the supervisory problems or difficulties are of such a nature that they could not reasonably be resolved through discussion with the supervisor(s), School Director of PGR Education and/or Head of School or department, the matter may be referred to the Director of Quality, Enhancement and Inclusion or the Senior Vice-Principal (Research and Enterprise);
- j. reporting unforeseen or unavoidable periods of absence (e.g. through illness or personal issues) to the supervisor(s) and school as soon as possible. Students should interrupt their studies if the circumstances leading to the absence are likely to delay the research for a period longer than one month.

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<sup>4</sup> Further information on Research Skills Training can be found here: <https://www.royalholloway.ac.uk/doctorsal-school/researcher-development/educational-development/researcher-development-programme.aspx>

<sup>5</sup> Further information and relevant documentation on the Upgrade process can be found here <https://intranet.royalholloway.ac.uk/doctorsal-school/pgr-student-lifecycle/annual-review-and-upgrade/annual-review-and-upgrade.aspx>

<sup>6</sup> Information on Support & Advisory Services can be found here <https://www.royalholloway.ac.uk/student-life/support-and-welfare/>



- k. deciding when to submit the thesis, taking due account of the supervisor(s) opinions (which are advisory only), within the timescale prescribed by the *Research Degree Regulations* and those of Research Councils where appropriate (where discrepancies between the deadlines occur, those of the Research Council take precedence);
- l. taking full responsibility for checking the accuracy of grammar, spelling and referencing in drafts submitted to supervisors as well as in the thesis before final submission;
- m. being aware of, and adhering to, ethical<sup>7</sup>, legal and professional requirements for the conduct and presentation of research, including rules relating to plagiarism;
- n. adhering to the College's *Research Degree Regulations*;
- o. ensuring that the academic School and the Doctoral School are provided with current postal and e-mail addresses and telephone numbers and for updating relevant student records to incorporate any change of these contact details.

## b) The Supervisory Team

- 9. Each student is allocated a supervisory team, which will include as a minimum two members: a principal (first) supervisor and either a second supervisor or an advisor. The principal supervisor will normally be a non-probationary, doctorate-holding and research-active member of the academic staff of the College, while the second supervisor or advisor will normally be an established or probationary, doctorate-holding and member of the academic staff of the College with an active research profile, an Honorary Research Fellow, Emerita/Emeritus or Visiting Professor or may be external to the College.
- 10. There may be cases where, due to the interdisciplinary nature of the research and/or the subject-specific expertise required (or exceptionally for pastoral reasons), there is a need to appoint an advisor as a third or fourth member of the supervisory team. The advisor will normally be an established or probationary, doctorate-holding and research active member of the academic staff of the College, an Honorary Research Fellow, Emerita/Emeritus or Visiting Professor or may be external to the College.
- 11. Both principal and second supervisors/advisors, regardless of tenure, should normally be employed by the College. In cases of scarce expertise, where an external funding body requires it or where a student's research is considered to be at a stage where a change of supervisor may compromise their progress, the second supervisor or advisor may be external to the College. Cases of scarce expertise within College may include circumstances where there is a lack of technical and academic expertise in a particular research area or a lack of expertise in a particular methodology or theoretical perspective. Normally, supervision exclusively by persons from outside the College will not be permitted.
- 12. All supervisors and advisors should ensure that they behave politely and considerately towards students at all times. In particular supervisors and advisors should avoid the following types of behaviours: abuse of power or authority; verbal, written and/or physical intimidation such as threats or derisory remarks; persistent unjustified criticism; public humiliation; the setting of impossible deadlines or intolerable workload burdens; isolation and exclusions from team meetings and work and social events; deliberately withholding information or other resources an individual needs to do their job; removing, unnecessarily, areas of work from a person so reducing their job to tasks well below their skill and capabilities; refusal to allow taking of reasonable holiday entitlement notified in advance. In circumstances where the supervisory relationship has broken down and the School is unable to allocate a suitable replacement principal supervisor from within the College, a replacement principal supervisor who is external to the College may be appointed. In such circumstances, the second supervisor/advisor should normally be a member of College staff from outside the student's home department.

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<sup>7</sup> Guidance on research ethics is available here: <https://intranet.royalholloway.ac.uk/staff/research/research-and-enterprise/research-enterprise/ethics/home.aspx>.

13. Requests for the appointment of an external person to act as a principal supervisor, second supervisor or advisor must normally be made to the Head of School, who will be responsible for the approval of any such requests. Any dispute in respect of an external appointment must be dealt with by the Doctoral School.
14. Staff with no prior experience of supervising a research degree student to completion may act as principal supervisor or second supervisor but in each such case they will have an experienced senior colleague as the second member of the supervisory team.
15. The supervisory team must clarify for the student at the start of the programme if there are any changes to the allocation of responsibilities of members of the supervisory team. In such cases where an advisor is required, the supervisory team will clarify for the student at the start the programme what the responsibilities of the advisor will be in relation to other members of the supervisory team, in particular the principal supervisor.
16. No member of the supervisory team – principal supervisor, second supervisor and/or advisor – may undertake the role of independent examiner at upgrade. This role should be undertaken by a staff member – normally the School Director of PGR Education, Deputy, Director of Research and Knowledge Exchange, Head of Department or School or member of professorial staff – who has not played a substantive role in the student’s academic progress to this point.

### **c) Responsibilities of the Principal Supervisor**

17. The principal supervisor bears the major responsibility for providing advice and support to the student on the conduct of their work, however, the independent research will normally be carried out by the student alone. The supervisor is an important resource and is there to offer guidance, ask relevant questions and suggest lines of enquiry but not to provide answers to major research questions.
18. The principal supervisor should be approachable and available for consultation at reasonable times. The success of a student’s research depends to a large extent on the help and guidance provided by the supervisor. The College encourages students and supervisors to maintain close contact, particularly in the early stages of the work, in order to avoid difficulties.
19. In line with paragraph 4 (a) and (b), a schedule of supervisory meetings and work should be agreed with the principal supervisor and, where necessary, other members of the supervisory team in advance (e.g. at the start of the academic year).
20. The principal supervisor's responsibilities include, but are not limited to:
  - a. agreeing with the student a suitable research topic that can be completed within time and at an appropriate level, and checking that appropriate resources are available;
  - b. advising on techniques, literature and methods, and encouraging familiarity with developments in the subject;
  - c. ensuring that any necessary internal administrative and other procedures are adhered to (e.g. annual reviews);
  - d. with the student, advising on and agreeing a schedule of meetings, based on a minimum (for full-time students) of one meeting per month in the first year and, on average, one meeting every six weeks throughout subsequent years (and a pro-rata equivalent for part-time students); for laboratory-based projects, students can expect more regular contact, with substantive discussion meetings often on a weekly basis for full-time students (or fortnightly for part-time students); only in exceptional circumstances (e.g. fieldwork or the student working abroad) will communication by e-mail or telephone be an acceptable substitute for face-to-face meetings;

- e. lodging notes and dates of each substantive supervisory meeting (as agreed with the student) centrally in their school (this would normally be with the annual review notes);
- f. by the end of the first term, agreeing with the student a broad timetable of work and objectives to be met in the first year; these must be written down and sent to the School Director of PGR Education for approval and filing;
- g. agreeing with the student a written statement of research and skills development needs at the start of the programme (by completing a Training Needs Analysis Tool<sup>10</sup>) and monitoring and updating the fulfilment of these needs through supervisions, annual reviews and at the upgrade meeting;
- h. arranging appropriate introductions to the school and where appropriate the departmental and/ or school research environment;
- i. promoting awareness of ethical, legal and professional issues relevant to the conduct and presentation of research, including plagiarism;
- j. requesting written work according to an agreed schedule and returning such work with constructive feedback within a reasonable time;
- k. making students aware of the procedures for annual review and upgrade from MPhil to PhD and arranging reviews of student progress; ensuring that the student is fully aware of the progress of the work in relation to the expected standard and the agreed programme; writing to students to make them aware if progress is inadequate, offering support and advising them how to rectify the situation; making an annual written report to the School Director of PGR Education;
- l. offering support to students with their personal development planning by encouraging them to attend research skills training courses and conferences and, where appropriate, facilitating the presentation of papers; providing opportunities for the student to present work to appropriate seminars; advising on making grant and job applications; giving guidance on identifying learning, achievement and employment goals;
- m. completing documentation for Research Councils and other funding bodies, where required;
- n. ensuring that adequate supervision is maintained where they may no longer be able to fulfil the responsibilities of the role (e.g. where the supervisor is leaving the employment of the College or undertaking a period of sabbatical) and consulting the School Director of PGR Education and/or Head of School as necessary;
- o. submitting reports on student progress to the School Director of PGR Education, jointly agreed and signed by the second supervisor. Exceptionally, the principal and the second supervisors may decide to submit separate reports;
- p. co-ordinating and advising on the submission of examination entry forms, the nomination of examiners, and arrangements for the *viva voce* examination; supervisors may attend the *viva voce* examinations of their students, provided the student has no objections to this;
- q. offering to meet with students after the release of the final examination report to provide advice and guidance on the examiners' requirements and how these could be addressed. Where minor amendments or re-presentation of the thesis in a revised form are required, supervisors should

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<sup>10</sup>The Training Needs Analysis Tool can be accessed here: <https://www.royalholloway.ac.uk/doctoral-school/researcher-development/educational-development/training-log.aspx>

make themselves available for further support and consultation at times to be agreed between student and supervisor, at a minimum frequency of one meeting every two months;

- r. making students aware of the services offered by Student Advisory and Wellbeing and the Students' Union for students with personal difficulties;
  - s. exercising their duty of care towards students with disabilities and specific learning difficulties in line with advice from the Disability and Dyslexia Services (DDS)<sup>9</sup>;
  - t. alerting students to the various courses and types of support offered by the College as part of the research skills training programme;
  - u. reporting to the College any students who hold a Tier 4 (general) student visa and who have failed to meet the attendance and/or engagement requirements set out by UK Visas and Immigration (UKVI).
21. Members of College staff assigned as principal or second supervisors will have continuing responsibility for supervision throughout any period of sabbatical. Where they may be unable to continue to act as principal or second supervisor (e.g. for reasons of overseas research fieldwork), they will be responsible for working with the School Director of PGR Education to make alternative arrangements as necessary.
22. Where the principal supervisor is due to leave the College, or will be unable to supervise the student for a protracted period (e.g. period of maternity leave), a meeting will be held beforehand to agree future supervision arrangements. The meeting will be arranged by the principal supervisor, or the School Director of PGR Education, and will include the student, the principal supervisor, the second supervisor/advisor, the School Director of PGR Education and any staff who it is proposed will be involved in the future supervision arrangements.
23. In line with paragraph 11, a principal supervisor who leaves the employment of the College may continue to be involved as the student's second supervisor, provided the School appoints, at the earliest opportunity, an appropriately qualified replacement principal supervisor who is a member of the College's academic staff and will take responsibility for ensuring that the student is supervised and supported in line with the requirements of the College's *Research Degree Regulations* and this Code. In such cases, the student will also still have an additional supervisor and / or advisor. Should both the principal and second supervisor leave the College's employment within a short period of each other, and alternative supervision arrangements cannot be made from within College, then the Head of School may agree to an external appointment.
24. If, for any reason, the student or the principal supervisor believes that a change of supervisor is necessary, this must be agreed by all parties and the School Director of PGR Education. A written record of the agreed arrangements, with the student's signature of consent, must be circulated to all those involved and placed on file in the school and in the Doctoral School.

#### **d) Responsibilities of the Second Supervisor/Advisor**

25. Each student will be allocated, as a minimum, either a second supervisor and/or advisor as an additional source of academic and pastoral support. The following section outlines the responsibilities of the second supervisor and advisor.
26. Where the specialised nature of the student's research and/or staff availability make the appointment of a second supervisor impractical, an advisor will be appointed in place of a second supervisor. An advisor may also be appointed as an additional member of the supervisory team where departmental practice and/or gender considerations require.

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<sup>9</sup> Further information on the support available from Disability and Dyslexia Services (DDS) can be found here <https://www.royalholloway.ac.uk/ecampus/welfare/disabledstudents/home.aspx>.

27. Where the student's principal supervisor is of the opposite gender and the student has expressed a wish to have a member of their supervisory team of the same gender, this should be accommodated in appointing the second supervisor/advisor.
28. Where departmental staff expertise and availability allow, a second supervisor will be appointed (in line with funding body and/or Research Council policy) whose responsibilities are normally to:
  - a. have reasonable familiarity with some aspect of the work and progress of the student so that they are able to advise and support the student as appropriate, both academically and pastorally;
  - b. read the student's work and provide informed (but not necessarily detailed) feedback;
  - c. maintain contact with the student throughout the period of their studies by meeting with them at a minimum frequency of three times each academic year;
  - d. participate in annual reviews and any other periodic reviews of the student's progress and in the upgrade from MPhil to PhD as required;
  - e. provide additional pastoral support and advice to the student as necessary;
  - f. where appropriate and agreed, contribute to the discussion of the planning of research and any associated training, timetable and objectives in consultation with the principal supervisor.
29. The advisor is not expected to have expertise in the student's research area or to offer guidance on academic work and has an essentially pastoral role. The advisor's responsibilities are normally to:
  - a. maintain contact with the student throughout the period of their studies by meeting with them at a minimum frequency of three times each academic year to monitor progress and offer pastoral support as necessary;
  - b. participate in annual reviews and any other periodic reviews of the student's progress and in the upgrade from MPhil to PhD as required.

#### **e) Responsibilities of Directors of PGR Education**

30. Each School has a Director of PGR Education, whose responsibilities include:
  - a. making suitable alternative arrangements where a supervisor leaves the College's employment, to ensure that the student continues to receive appropriate support and supervision;
  - a. Representing the School as a member of the Research Degrees Programmes Committee, and plays a key role in shaping the academic mission and development of the Doctoral School;
  - b. Promoting and supporting postgraduate research in the School through the integration of students in the research culture of the School supporting the development of in the School through co-ordinating the updating the School's postgraduate prospectus, website and dealing with other recruitment matters e.g. advertising and Open Days in consultation with MarComms;
  - c. Acting as the primary point of contact between staff, the Doctoral School and other relevant sections of the College such as Support and Advisory Services;
  - d. Ensuring that application and admissions processes for such students are applied fairly and consistently across the School in line with College guidelines and providing advice on Research Council and other studentship applications and coordinates applications for these;

- e. Seeking special permission from the Senior Vice-Principal (Research and Enterprise) before an offer is made, if it is necessary to charge an overseas or privately-funded applicant a supplementary fee;
- f. Coordinating, with the Doctoral School, a School induction and provision of relevant information for all students, which might involve discipline-specific inductions as appropriate;
- g. Working with School colleagues to ensure a joined up approach to training provision in the School to complement that delivered by the Doctoral School's Researcher Development Programme and to identify any gaps in such provision;
- h. Monitoring the participation of students in relevant skills training activities to meet College, DTC and/ or DTP training requirements;
- i. Exercising overall responsibility for the academic progress of the students in the School with respect to annual reviews, upgrades, submissions and completions, including the submission of required paperwork, as required by the Doctoral School;
- j. With the principal supervisor, ensuring adequate supervision is maintained in the event of the appointed supervisor being unavailable, and notifying the Doctoral School of any change;
- k. making suitable alternative arrangements where a supervisor leaves the College's employment, to ensure that the student continues to receive appropriate support and supervision;
- l. Overseeing compliance with Tier 4 reporting of PGR students in the School;
- m. Approving the appointment of PGR examiners for individual candidates;
- n. Holding a pre submission interview with students 6 months prior to the date for submission of their doctoral thesis. In the case of the Director of PGR Education's own doctoral students, arrangements should be made to for this responsibility to be delegated to another academic within the School;
- o. Organising and attending Staff-Student Committee meeting for PGR students in the School;
- p. Encouraging students to complete relevant external surveys such as PRES and any relevant internal surveys, reviewing these results in relevant School committees and ensuring that outcomes and proposed actions are shared with students;
- q. Monitoring the School policy on resources and facilities (desks, rooms, photocopying and printing arrangements, etc.);
- r. Chairing the School Research Student Oversight Committee.

**Where departments have a hundred or more doctoral students they may wish to appoint departmental 'Post-Graduate leads'.** These may be allocated responsibilities such as the following for students in departments within the School or any other of the responsibilities listed above. The School must ensure that it makes clear for students who in the School will be responsible for particular areas of work. Where there are not such PGR leads, the responsibilities below will fall to the School Director of PGR Education.

- a. appointing second supervisors/advisors and notifying the Doctoral School of the names and roles of all members of the supervisory team for each student. This should normally be within four weeks of the student's date of registration;

- b. taking appropriate action where students' annual review of upgrade fails to take place or if the outcomes are unsatisfactory;
- c. ensuring that reports of students' upgrades are submitted to the Doctoral School as soon as possible after the upgrade has taken place;
- d. giving advice and guidance, in strict confidence, to assist in resolving any difficulties where a breakdown of relations between a supervisor and the student has occurred and, in other circumstances, where a change of supervisor is desirable, and, where necessary, to arrange the appointment of a replacement supervisor.

**f) Responsibilities of Academic Schools**

- 31. Academic Schools are responsible for ensuring that students are only admitted for a research degree where there are suitable arrangements for supervision and the necessary equipment and facilities are available.
- 32. Academic Schools are responsible for exercising collective oversight of research degrees. This is achieved by setting up a School Research Student Oversight Committee or including the business of such a Committee in the School Research and Knowledge Exchange Committee. Whichever practice is adopted, minutes must be kept and made available for scrutiny by the School Board and Executive if required. The business of these committees should be reported to the School Board and School Executive as required.
- 33. The responsibilities of the School Research Degrees Student Oversight Committee are as follows:
  - a. Overall responsibility for promoting and supporting postgraduate research student provision in the School;
  - b. Working with the Research and Knowledge Exchange Committee encourages a supportive and nurturing research environment and the development of good practice in relation to research undertaken by students in the School;
  - c. Oversees the School's research student recruitment and publicity activities and works with MarComms as appropriate;
  - d. Oversees the application and admissions process for research students in the School ensuring that there is a consistent and fair approach;
  - e. Encourages and advises on studentship bids to Research Councils and other bodies, advises on the distribution of studentships where appropriate and monitors;
  - f. Ensures that relevant procedures relating to doctoral training partnerships and centres (DTPs) in the School are followed;
  - g. Monitors the performance of the School in attracting studentships and identifies new opportunities;
  - h. Makes decisions and recommendations on how any School finance for students should be allocated as appropriate;
  - i. Monitors the progress of all research degree students in particular annual reviews and upgrades and endorses outcomes of such panels,
  - j. Monitors the submission and completion rates of research students in the School and agrees on any measures necessary;

- k. Ensures that all supervisors are supported and receive training as appropriate and makes recommendations in this regard to the Research Degrees Programmes Committee;
- l. Receives annual reports on the appointment of examiners for research students in the School;
- m. Monitors welfare issues of research students in the School;
- n. Receives reports from Staff:Student Committees in the School and takes action as appropriate.

### 3. Research Skills Training

- 34. The College provides skills training for students at department, School and institutional level through a combination of subject-specific research training, and researcher development (transferable skills) training. The training may be delivered by staff of the College or external facilitators/ organisations.
- 35. All students must engage in research skills training over the first three years of full-time study (pro-rata for part-time students), as identified and agreed with their supervisor.
- 36. All students are required to complete an average of a minimum of five days of researcher development training per academic year over their first three years of full-time study (pro-rata for part-time students) with a total of fifteen days across three years of study. Some Schools or departments may specify a higher number of days. Activities such as conference posters and papers may be counted towards this total at the discretion of departments.
- 37. Students are provided with a Training Needs Analysis Tool and a Research Training Log at the start of their first year, designed to help them assess and log their training needs and to monitor whether these needs have been met. The Training Needs Analysis Tool should be used as a starting point for a discussion on specific training requirements. Completion of the agreed skills and researcher development training is monitored by supervisors at annual review and during the upgrade. This provides the opportunity for students to discuss and agree any new training needs which they have identified during the course of the year. Satisfactory completion of any agreed research skills training objectives prior to the upgrade is one of the criteria for successful upgrade from MPhil to PhD.

### 4. Period of study

- 38. Students in receipt of funding from a Research Council or other approved funding body are expected to observe any requirements and deadlines set by that body in addition to the requirements set out in the College's *Research Degree Regulations*.
- 39. Students who are on a Tier 4 general or student visa must comply with the time limits set by the UK Visa and Immigration Service (UKVI), or apply for an extension.
- 40. In order to complete the thesis within the prescribed time, it is essential that students agree a realistic timetable with their supervisor(s). This applies particularly to the completion of practical work and the writing-up of the thesis, a stage which very often takes far longer than is anticipated. Reasonable periods must also be allowed for supervisors to read and comment on drafts of various chapters of the thesis. Students are strongly advised to review the requirements of a thesis set out in the *Research Degree Regulations* prior to or at an early stage in their degree with the College.
- 41. MPhil or PhD students who submit their thesis during their writing-up year are eligible for a pro-rata refund of tuition fees according to the date of submission as set out in the College's *Student Fee Regulations*<sup>10</sup>.

<sup>10</sup> Further information on fee payment and the College's *Student Fee Regulations* can be accessed here: <https://intranet.royalholloway.ac.uk/students/money/fees/home.aspx>



Students who are in receipt of an award from College, a Research Council, or any other external funding body, should check the implications of early submission for their funding.

42. For those students holding awards from external funding bodies, the College will follow the guidelines of the funding body with regard to absences allowed for holidays, illness, interruptions and maternity/paternity/adoption leave, the last of which is dealt with in section 10 of this Code. Otherwise the following guidelines apply. Full details on interruption of studies including the maximum period of interruption permitted are detailed in the *Research Degree Regulations*.
- a. Holidays: students are entitled to up to eight weeks holiday (including public holidays and College closure days) in a 12 month period of registration. Students should notify their supervisor in writing (by e mail is acceptable) of any holidays taken. Written notification is not required for public holidays or College closure days. The holiday entitlement of students who are registered or funded for less than 12 months at a time is reduced on a pro rata basis.
  - b. Illness: If a student is absent through illness for a continuous period of more than two weeks, they must inform the supervisor immediately after this period has elapsed and submit a medical certificate. Students who are ill for a month or more should seek an interruption of studies. A student is also expected to inform the supervisor if they suffer frequent short absences for medical or other reasons that are likely to result in a considerable delay to the programme of research and training. Periods of leave notified in this way may be taken into account when calculating the thesis submission date if an interruption has been requested and approved.
  - c. Placements, internships and other engagement opportunities: the College may approve interruptions to the period of registration for the purposes of placements or internships. Students in receipt of funding should note that the College will only normally approve interruptions where these are stipulated requirements of the relevant award. Students in receipt of Research Council funding should also note that the deadline of the thesis may not always be extended where they interrupt for the purposes of a placement or internship and that it is their responsibility to consult the conditions of their grant or award.

## 5. UK Visa and Immigration Requirements

43. The Points Based Immigration regulations from UKVI require all overseas students from outside the EEA who wish to study in the UK for six months or longer to apply for a Tier 4 (General) Student Visa<sup>11</sup>.
44. Although the majority of students will complete their thesis within the timescales provided for students on a Tier 4 visa, some students with more complex circumstances and unusual patterns of study may not do so. There is a five year cap on International Students who are studying at degree level or above in the UK whilst on a Tier 4 (General) or Student visa. Students already in receipt of a Tier 4 visa who are likely to exceed this period will need to apply for a CAS (Confirmation of Acceptance for Studies) in order to continue their studies<sup>12</sup>.
45. Students in receipt of a Tier 4 (General) Student visa are required to remain fully engaged with their programme of study at all times, including during periods of post-viva thesis correction, amendment or resubmission. This should include a minimum of one face-to-face contact point per month between student and member of School staff, e.g. supervisor, Director of PGR Education or School Manager. A Skype meeting

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<sup>11</sup> Further information on student visas can be found here: <https://www.royalholloway.ac.uk/studying-here/international-students/visas-and-immigration/before-you-arrive/tier-4-general-student-visa/>

<sup>12</sup> Further information is available from the UK Government at <https://www.gov.uk/apply-uk-visa> or from the UK Council for International Student Affairs <http://www.ukcisa.org.uk/International-Students/Preparing--planning/Visas-and-immigration/Applying-for-a-Tier-4-General-visa/>. Please note that visa regulations may change at short notice and students are advised to check that the information provided above is the latest available.

may exceptionally be considered acceptable as a face-to-face contact point, for example, in cases where a student is conducting fieldwork overseas, as long as a record is kept of the meeting (for example in the supervision log) and the record demonstrates that the student is engaging with their studies. Successive Skype meeting would not normally be considered acceptable. An exception to this may, however, be made in cases where a student is conducting fieldwork overseas.

## 6. Changes to Registration Status

### a) Interruption

46. Students seeking an interruption of studies should contact their school in the first instance. Requests are submitted online by supervisors following consultation with the School Director of PGR Education. Such requests will be considered by the Director of Quality, Enhancement and Inclusion or the Senior Vice-Principal (Research and Enterprise) on behalf of the Research Degrees Programmes Committee.
47. Students are required to provide adequate supporting evidence with the interruption request.<sup>13</sup> Students and supervisors should note that requests will only be approved if accompanied by adequate evidence.
48. Students in receipt of Research Council funding should check whether the conditions of the funding permit the interruption before requesting the College's approval.<sup>14</sup>
49. International students who interrupt their studies will need to re-apply for a CAS in all but the most exceptional circumstances. Normally the College will withdraw its sponsorship and students are required by the Home Office to leave the UK for the duration of the interruption.<sup>15</sup>
50. The College will not normally approve a period of interruption of studies during the writing up year. Interruptions at this stage will only normally be permitted for long-term and very serious extenuating circumstances that prevent the student from undertaking any research at all.
51. Students are strongly encouraged to discuss an interruption of studies with their supervisor(s) as soon as it becomes clear that circumstances may require them to interrupt their studies. It should be noted that a retrospective interruption will only be approved in exceptional circumstances.
52. When an interruption of studies request is approved, the thesis submission deadline is adjusted accordingly (e.g. a student with a 23 September 2019 deadline who interrupts for six months would have a revised submission deadline of 23 March 2020). The following exceptions apply to students in receipt of Research Council funding:
  - a. Although the thesis submission deadline set by the College may be extended, it may not be extended by the Research Council. In such cases, the Research Council deadline takes precedence.
  - b. Where a student requests up to thirteen weeks sick leave, the thesis submission deadline will not be affected by this period of leave.
53. Students granted interruptions of study are expected to take a complete break from their work for the duration of the interruption, and are not permitted to attend classes, receive supervision or access College

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<sup>13</sup> For further advice on supporting evidence please Student Administration at [researchdegrees@royalholloway.ac.uk](mailto:researchdegrees@royalholloway.ac.uk)

<sup>14</sup> Further information for Research Council funded students requesting an interruption of studies can be found here:

<https://www.royalholloway.ac.uk/doctoral-school/help-and-support/interruption-of-studies-for-rcuk-funded-students.aspx>. For queries about the general requirements of Research Council funding please see this page for relevant contacts:

<https://intranet.royalholloway.ac.uk/staff/research/research-and-enterprise/old/studentships/doctoral-training-partnerships.aspx>

<sup>15</sup> In exceptional circumstances international students may be permitted to remain in the UK during the period of interruption, if the proposed period is less than sixty days. In such cases, students should contact Student Administration to discuss an 'authorised absence'.

facilities. Exceptions to this policy are made to support recovery in cases of mental health and wellbeing, to be approved on an individual basis, and all cases of maternity, paternity and adoption leave (see below).

#### **b) Change to Mode of Study**

54. Students wishing to change from full-time to part-time or vice versa are required to complete the change of mode of attendance form and submit this to the Doctoral School.<sup>16</sup> The change of mode must first be approved by the School Director of PGR Education or Head of School.
55. Students who wish to change their mode of attendance should note that a change from full-time to part-time study will not normally be approved after the end of the second year of the MPhil or PhD programme.
56. The thesis deadline will be adjusted in line with the change to mode of study, with part-time attendance counted as 0.5 FTE.

#### **c) Extension to Writing-Up Period**

57. Students should note that an extension to the thesis submission deadline will only be considered in exceptional circumstances. In such cases, students should first consult their School Director of PGR Education, as any request for an extension to the writing-up period must have the support of the school.
58. In cases where the Director of PGR Education agrees to support an extension request the supervisor must submit the request directly to the Doctoral School at least two months in advance of the current thesis deadline. The request must be accompanied by appropriate documentary evidence and a detailed work plan on the appropriate form.
59. Any requests for an extension to the thesis deadline will be considered by the Director of Quality, Enhancement and Inclusion or the Senior Vice-Principal (Research and Enterprise) on behalf of the Research Degrees Programmes Committee.

#### **d) Withdrawal**

60. Students wishing to withdraw from their degree and terminate their registration with the College should complete a withdrawal form and submit this to the Doctoral School.<sup>17</sup>
61. Students who wish to withdraw from their degree and are sponsored by the College on a Tier 4 visa should note that sponsorship will cease on the date of withdrawal. In such cases, students who withdraw from their degree will be obliged to leave the UK.

## **7. Teaching and other paid work**

62. Full-time students may undertake paid work (please see paragraphs 63-67 in relation to teaching duties) in order to support themselves during their studies. In line with the *Research Degree Regulations*, paid work shall not exceed 20 hours per week. This limit does not apply once a full-time student has submitted their thesis. In the case of part-time students no limit exists. Full-time students who are offered full time employment in their writing up year (but prior to submission of their thesis) may, in exceptional circumstances, request a change to their student status from full-time to part-time to enable them to take up the offer of employment.

#### **a) Teaching**

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<sup>16</sup> The change of mode of attendance form is available here: <https://intranet.royalholloway.ac.uk/doctoral-school/pgr-student-lifecycle/changes-that-affect-your-registration-status/changes-of-mode-of-study.aspx>

<sup>17</sup> The withdrawal form is available here: <https://intranet.royalholloway.ac.uk/doctoral-school/pgr-student-lifecycle/changes-that-affect-your-registration-status/withdrawal-from-study.aspx>

63. Students may be offered teaching opportunities by their schools. This activity is beneficial in that it helps to equip students with transferable communication skills and to develop good practice in teaching that contributes to career development.
64. Teaching duties undertaken by full-time students should not normally exceed six hours per week in term time (i.e. 168 hours in the year), inclusive of time spent on marking. This does not include time spent in preparing for classes, but does include inSTIL training. This limit is set so that students will be able to submit their theses within the specified period; it is also congruent with the formal limits that apply to Departmental Assistantship award holders and Research Council award holders.
65. Teaching duties should not be assigned to students by schools where it may result in a delay in the completion of the thesis beyond the normal period. Heads of Department and/ or Schools are encouraged to timetable the work required of students in such a way that it minimises the disruption to their studies (e.g. by concentrating the teaching on one or two days in the week).
66. Students employed by the College in a lead teaching role (i.e. conducting teaching sessions entirely on their own) are required to complete the College's programme in Skills of Teaching to Inspire Learning (inSTIL). Upon successful completion students will be awarded 15 M level credits and will automatically qualify for Associate Membership of the Higher Education Academy.
67. Students who are employed only to teach as part of a team (e.g. a demonstrator alongside an academic staff member), are required to complete a day of demonstrator training.

#### **b) Departmental Assistantships and College Awards**

68. All formal offers of Departmental Assistantships must be made by Human Resources. Departments may, however, inform candidates that they have been recommended to the School for the award of a Departmental Assistantship.
69. The offer letter from Human Resources will clearly specify the period and value of the award, and the exact amount and type of work that will be expected from the student in return for the award. The department may not ask the student to carry out more teaching than is specified within this Code. A student engaged in non-teaching duties may only be required to work for an average of six hours a week over the academic year (i.e. for a maximum of 288 hours across 48 working weeks in the year).
70. Students who are employed by the College to teach are entitled to attend courses offered by the College's Organisation Development team.

## **8. Council Tax**

71. Research students who are in their writing-up year (and who were previously enrolled as full-time) can get a letter exempting them from Council Tax. This arrangement does not apply once the student has submitted their thesis and does not apply to students enrolled on a part-time basis prior to their writing-up year. Eligible students who live within the Borough of Runnymede are automatically exempt from Council Tax.
72. To qualify for an exemption from Council Tax during their writing-up year, students are expected to be undertaking an average of 21 hours of work each week on their thesis, for at least 24 weeks, from the start of their fourth year and they must not be in full-time employment in line with Section 8 of the College's *Research Degree Regulations*. To qualify students must previously have been studying on a full-time basis.

## **9. Jury Service**

73. Eligible students may be approached by HRM Courts and Tribunal Service for jury service during their studies. The College suggests that students establish whether they can either accommodate the request for jury service or ask for a postponement. They may also request exemption from service if they have strong grounds, such as an upcoming fieldwork trip or viva.
74. If such a request is turned down, there is the right of appeal when appearing in court to serve on the jury as the presiding judge has the discretion to excuse jury members who they deem to have compelling reasons not to serve at that point.
75. Students whose initial request for exemption has been refused should discuss this with their principal supervisor who can provide a supporting statement outlining why the student should be exempted by the presiding judge (e.g. if the trial is likely to be longer than the statutory two weeks which would impact on current field or lab based research or that the service would conflict with a submission deadline or viva).

## 10. Maternity, Paternity and Adoption Leave

76. Where students interrupt their studies on the grounds of maternity, paternity or adoption leave<sup>18</sup>, their registration (including the thesis deadline) will be extended by this period. Students must follow the College's process for requesting an interruption, ensuring they include a copy of the MATB1 certificate for pregnancy or an alternative form of evidence from an adoption or other agency if adopting.
77. Where a student on a College studentship<sup>22</sup> becomes pregnant with an expected date of childbirth that occurs during the period of their research degree, or adopts a child during that time, they are entitled to six months of maternity/adoption leave during which the College will continue to pay their maintenance grant and the studentship will be extended accordingly. Students may also request an interruption of the award for a further six months after this period, during which no maintenance grant or tuition fees are payable. The paid period of absence and the unpaid interruption should be taken consecutively. Students must follow the procedures for requesting an interruption, ensuring that they include a copy of the MATB1 certificate if they are pregnant or other relevant evidence from an adoption or other agency if they are adopting. There is no qualifying period for maternity, paternity or adoption leave. As such, students may take leave regardless of when they commenced their research degree provided they are still receiving a stipend.
78. Full-time and part-time research students who are new fathers have the right to apply for an interruption of studies for up to 13 weeks, within the first 12 months after the birth of the child.
79. Students who have interrupted their studies on the grounds of maternity, paternity or adoption leave continue to have the right to attend classes, use College facilities, and receive tuition or supervision by arrangement.
80. Where students are in receipt of College scholarships, they will be supported on maternity or adoption leave to the extent of six months leave equivalent to their stipend.
81. The College supports students through scholarships in a variety of ways. The College will pay a stipend during maternity, paternity or adoption leave that is informed by Research Council UK guidelines and is based on the actual amount of the stipend that the College pays to the student. Where College funds support a student (Home, EU or international), the stipend paid to the student over the course of the maternity or adoption leave will be six months of that stipend, irrespective of its value.

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<sup>18</sup> The Student Maternity Policy is currently under development and will be available from the [Doctoral School Website](#) once approved by Academic Board.

<sup>22</sup> The College provides financial support for students in a variety of ways, including a complete funding package similar to those provided by external bodies such as UK Research Councils. Many students are also either partially or wholly supported by College funds.

82. The College may also provide a reduced period of stipend funding for international students holding visas. This will, however, be governed in relation to the maximum number of days allowed for pregnant international students to remain in the UK whilst interrupting their studies. The College will support such students according to the time allowed under the terms of their visa away from working on the studentship in the UK and will not pay any additional stipend over and above that figure. For example, where sponsorship compliance obligations mean that a student may only take a maximum of sixty days off from a studentship in the UK during Maternity, then the College will not pay any additional stipend over and above the sixty days, even if the student leaves the country for a longer period.

## 11. Feedback, Appeals and Complaints

83. Students who wish to appeal against the outcomes of formal reviews, other required assessments, and the final examination are referred to section 21 of the *Research Degree Regulations*.
84. Students who wish to appeal against the termination of their registration are referred to section 22 of the *Research Degree Regulations*.<sup>23</sup>
85. Students who wish to submit an appeal must do so no later than 15 working days after the date they were formally informed about the decision (e.g. by letter for failed MPhil to PhD upgrades outcome of final viva examination).
86. Students who are unhappy with any aspect of their degree (e.g. quality of supervision) should follow the [Student Complaints Procedure](#).<sup>24</sup> . However, if they have a concern about the behaviour of a member of staff or another student related to bullying or harassment, they should follow the Staff Dignity at work policy.
87. Students who are uncertain of the process regarding a complaint or an appeal, or who require further information or assistance with these procedures, should contact the Students' Union, the Student Services Centre their Director of Postgraduate Research Education or the Doctoral School.
88. Students should note the College's policy for investigating and resolving allegations of research misconduct<sup>25</sup>and the College's [Intellectual Property Policy](#)<sup>26</sup>.
89. Students may be asked to complete the College's internal online feedback questionnaire for research degrees and/ or the national Postgraduate Research Experience Survey (PRES), which the College normally takes part in.

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<sup>23</sup> The student appeals process is available here: <https://intranet.royalholloway.ac.uk/students/study/academic-appeals/make-an-academic-appeal-or-complaint.aspx>

<sup>24</sup> The *Student Complaints Procedure* is available here: <https://intranet.royalholloway.ac.uk/students/study/academic-appeals/make-an-academic-appeal-or-complaint.aspx>

<sup>25</sup> The *Code of Practice for Inquiring into Allegations of Misconduct in relation to Academic, Research and Scientific Activities* is available here: <https://intranet.royalholloway.ac.uk/staff/our-strategy/policies-hub/research-and-enterprise.aspx>

<sup>26</sup> The College's *Intellectual Property Policy* can be found here <https://intranet.royalholloway.ac.uk/staff/our-strategy/policies-hub/research-and-enterprise.aspx>



Royal Holloway University of London

## Traffic and Car Parking Policy

***NB. This policy is available on the Royal Holloway website and it should be noted that any printed copies are uncontrolled and cannot be guaranteed to constitute the current version of the policy.***

<b>POLICY SCHEDULE</b>	
Policy title	Traffic and Car Parking Policy
Policy owner	Michael Berry, Director of Estates
Policy lead contact	Simon Davis, Head of Security
Approving body	Executive Board
Date of approval	7 <sup>th</sup> July 2014
Date of implementation	1 <sup>st</sup> August 2014
Version no.	5
Related Guidelines, Procedures, Codes of Practice etc.	Royal Holloway University of London Travel Plan
Review interval	Annual
Last Updated	Last reviewed and updated 29 <sup>th</sup> April 2020

## Traffic and Car Parking Policy (continued)

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### 1. Introduction

Royal Holloway, University of London (the College) owns and operates a number of sites in and around the main Egham campus. The following traffic and car parking policy applies to all College sites. Any motor vehicle, including motorcycles and scooters, are subject to this Policy.

This policy is designed to manage traffic movements and parking in a responsible manner that enhances the campus estate from a health, safety and environmental perspective and has been developed to support the College's development ambitions as outlined in the Masterplan. It reflects the British Parking Association's Code of Practice for Control and Enforcement of parking on private land under their Approved Operator Scheme and the Higher and Further Education Parking Charter.

Access to College sites is by permission of the College, which retains the right to refuse entry to car parks or to require vehicles to be removed from College property. College sites are managed and controlled by Security. This includes the enforcement of the terms and conditions of parking as set out in this Policy. A British Parking Association (BPA) approved Parking Service Operator administers the issuing of Permits and Parking Charge Notices. The College provides appropriate road signage and road markings outlining users' responsibilities under these terms and conditions within car parks, along access routes, and at entrance points to College property.

College reserves the right to amend this policy at any time.

### 2. Definitions

Automatic Number Plate Recognition (ANPR)	A specific camera technology used to manage, control and enforce parking on private land
Blue Badge	National Disability Permit
College sites	Main campus, north A30, Kingswood, Huntersdale and Sports Centre
Motor vehicle	Any motorised two or more wheeled vehicle
Parking Charge Notice (PCN)	A penalty notice of a charge levied for breaching these regulations. The charge is currently £60, reduced to £30 if paid within 14 days.
Parking Permit/Registrations	Annual Permits which allow parking on College sites and which are issued subject to meeting the required criteria. Staff parking permits – available to all staff. Student parking permits – available to all students resident over 1.5 miles from College. Students living within the 1.5 miles radius but not in College managed accommodation



## Traffic and Car Parking Policy (continued)

	<p>can apply for a Student Out of Hours Parking permit, which allows parking from 6pm until 4am in car parks four and 14. Students living in College managed accommodation are not eligible for permits apart from those with exceptional circumstances or needs when supported by the Student Support Team. Kingswood residents may park in Kingswood car park only.</p> <p>Visitor parking registration - required for stays over 1 hour</p> <p>Contractors registration – logged via the on-line visitor registration system</p>
Parking Service Operator	Persons authorised to act on College's behalf with respect to parking
Warning notice	Issued at the College's discretion for a first minor breach of the parking conditions, no charge levied against the user. Warning notices will remain live for 12 months from the date of issue and any further breaches will automatically incur a Penalty Charge Notice.

### 3. Traffic Regulations

- 3.1 Users should comply with all rules of the Highway Code when driving on College sites. The roads on College land are regarded as public roads for the purposes of the Road Traffic Acts. Vehicle/motor cycle owners must not contravene any of the requirements of the Acts, in particular those relating to driving or being in charge of a motor vehicle with an alcohol concentration above the prescribed limit, driving without due care and attention or while under the influence of drugs or medication, using mobile phones, and also including the provisions relating to registration, insurance and licensing.
- 3.2 The speed limit of 15mph or 5mph at certain locations on College sites must be observed by all vehicles.
- 3.3 Unserviceable vehicles left for a period of one month and apparently abandoned will be removed and action taken to recover any costs that arise from the vehicle owner.
- 3.4 With the exception of Emergency Road Side Assistance, repairs to vehicles and engine testing must not be carried out on College sites.
- 3.5 It is prohibited to leave any animals in vehicles that are parked on campus.
- 3.6 Caravans must not be brought onto College sites. Camper vans may be brought onto site, but only when they are used as a means of transport. It is not permitted to bring camper vans onto College sites for the purpose of living or sleeping.
- 3.7 The Security Team or contracted Traffic Management Team are authorised to direct traffic on College property, regulate entry to car parks, exercise control over parking and ensure compliance with the Traffic Regulations and Car Parking Policy.

### 4. Parking Regulations

- 4.1 Parking on College sites is entirely at the owner's risk. The College accepts no liability in respect of any loss, theft, accident, damage or injury suffered or inflicted by users or motor vehicles.
- 4.2 Unless otherwise authorised by the College, all staff and student motor vehicles parked on College sites must display a valid Royal Holloway Parking Permit, which can be:
- Staff parking permit
  - Student parking permit
  - Student out of hours parking permit

Eligibility for and conditions of each Permit type are outlined below.

Permit registration authorise the holder to park on College property, but do not guarantee a parking space. The College does not allocate parking spaces to individuals. Exceptions apply to spaces allocated to drivers with temporary mobility or medical conditions, spaces allocated to College vehicles, or certain visitors. They are eligible for 12 months from the date of issue and must be displayed clearly in the front windscreen of the vehicle. For the avoidance of doubt, it is the driver's responsibility to display a valid permit. If any part of the Permit is obscured so that the information contained on it or the validity of the Permit is unclear, then the vehicle shall be treated as not displaying a valid Permit. Alterations or changes made to Permits will render them invalid. Changes must be notified to the College's Parking Service Operator via the Parking Admin Team for amendment or replacement. Copies of Permits are invalid and, if used, the vehicle will be subject to enforcement as detailed in section 5.

- 4.3 Vehicles must only be parked in dedicated parking spaces shown on the campus plans, or as otherwise signed by the College, and observe the rules that apply in each car park. Motorcycles or scooters should be parked in designated motorcycle parking areas or, if space is unavailable within these, in general car parking bays in the appropriately designated car park.
- 4.4 College may occasionally extend the period of stay for non-permit holders for some or part of the required period, which will be communicated in advance, for example, to allow unloading and loading at the start and end of the academic terms.
- 4.5 College recognises that on limited occasions individuals may have exceptional circumstances where a Parking Permit may be issued to those who fall outside of the below criteria. Exceptional student circumstances will be considered by the Disability and Dyslexia Services and exceptional staff circumstances will be considered by The College's Human Resources Department.
- 4.6 Only one permit is printed per applicant, the permit must always be displayed in the primary use vehicle. All additional vehicles must be registered on the database but do not need to display a permit.

### a. Staff

For the purpose of this policy, staff are defined as persons employed by the College and have a college or SU email address. They can either be permanent, temporary, fixed term or casual contract, employed via an employment agency or SU staff.

Third party service providers i.e. Bank Staff, Campus based Contracted Services employees vehicles must be placed on the College database for the period of the permit year of the application by the College's administrator of that Contract/Service.

Contractor owned vehicles must be placed on the database for the duration of the contract up to a maximum of 3 years by the College's administrator of that Contract/Service.

Student employees are only entitled to a Parking Permit in accordance with the Student Parking Permit terms and conditions in section 4b, however if their works requires them to remain on site beyond the scheduled time of the last college bus service their line manager can register them via [the visitor and contractor vehicle system online](#).

All College staff are eligible to apply for an annual Staff Parking Permit, via the online Parking Permit Portal, which permits them to park in all College car parks. Following an application, a 'Permit Applied For' voucher will be issued via email, this needs to be displayed in the vehicle until the permanent permit is received - usually within 14 days. Staff Parking Permits are not transferable except where specifically authorised for shared use. Staff must register all vehicles which they are bringing onto College sites, this includes temporary vehicles such as replacement or hire cars.

The Portal allows staff to register a number of vehicles per permit, although only one vehicle should be on site at any one time. Staff who no longer require a Parking Permit can return it to the Security Control Office in Founder's Building and de-register their vehicle(s).

### b. Students

For the purpose of this Policy, students are those who are attending the College on a programme of study. Students must live outside a 1.5 mile radius of the College to be eligible to receive a Student Parking Permit, with four exceptions:

- i. Residents of Kingswood may register a vehicle at the Kingswood Hall reception desk which allows the use of Kingswood car parks only.
- ii. Students who have a disability or medical condition may apply for a Parking Permit which will be issued subject to approval from the Disability and Dyslexia Services Office - this entitles the holder to park in the designated student car parking areas. Student Permit holders with a Blue Badge may park in the designated disabled bays anywhere on campus.

## **Traffic and Car Parking Policy (continued)**

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- iii. Students who are a sports STAR and require a vehicle to facilitate their activity - the request must be supported in writing by the Sports Development Team.
- iv. Students living within the 1.5 miles radius but not in College managed accommodation can apply for a Student out of hours parking permit, which allows parking from 6pm until 4am in car parks four and 14.

Students should apply for an annual Parking Permit via the Online Parking Permit Portal. Students should collect their permit within 14 days from the first day of term from the advertised pick-up area and must produce original copies of the following:

- A valid driving license (provisional driving licenses are not acceptable)
- Vehicle registration document (accompanied by a letter of authorisation to drive the vehicle if in a different name from the applicant)
- A valid certificate of insurance
- Proof of student identity and term-time address

Student Parking Permits allow the user to park in designated car parks, currently car parks 4, 7, 8, 9, 13, 14 and 14a.

### **c. Disability Parking Permits**

Dedicated parking bays for Blue Badge drivers are provided within each main car park or adjacent to key buildings. Vehicles parked in these bays must display a blue badge alongside a staff, student permit or registered by their host.

### **d. Visitors**

Any visitor without a permit who wishes to park must be registered by their host. It is the responsibility of all hosts to register their visitor's vehicle for the duration of their visit via [the visitor and contractor vehicle system online](#). Visitor Parking Registrations are valid in any non-allocated parking space.

Arrangements for large events including Open Days and conferences are to be made by the host via [the visitor and contractor vehicle system online](#) and information on where to park provided to visitors prior to their arrival. These will normally include a pre-designated parking location; there are no designated Coach or Minibus Parking Areas on any College sites; pre-arrival notification of such vehicles must be submitted by the host via [the visitor and contractor vehicle system online](#)

#### **Residential Student Visitors**

Those visiting residential students for more than 1 hour and up to a maximum stay of 8 hours can register their visit at the Founder's, Hub, Kingswood and NA30 Hall Reception Desks

#### **Hub Guest House Visitors**

Guests staying in The Hub accommodation must register their vehicle via The Hub Reception Desk and display a valid visitor parking hanger.

### Unpaid, Retired Staff and Authorised Library Users

The visitors Host or a member of the Library Team can register the vehicle details via [the visitor and contractor vehicle system online](#)

### Sports Centre users

College members using the sports centre car park must display a valid Parking Permit. Visitors to the Sports Centres not in possession of a Parking Permit may park for up to 2 hour, after which they should register their car at the Sport Centre reception.

### Conference and Event Visitors

Hosts are responsible for providing conference and event visitors with parking information. This will involve either a dedicated visitors parking area or the host/organiser registering their visitors on line. Open Day and Application Visitor Days will normally be provided with parking information by their hosts and will be allocated parking in dedicated parking areas.

### Contractors/Deliveries

All Contractors must register their vehicle through their host, the host will then log the vehicle details along with the time and date of the visit via [the visitor and contractor vehicle system online](#) the contractor vehicles must be registered or they will be issued a PCN.

The Maintenance Service Contractor Registration is available via their host who will register their vehicles via [the visitor and contractor vehicle system online](#)

Please note that Contractors' vehicles must be fitted with reverse sounders if they have a maximum gross weight of more than 2000kg. If no sounders are fitted, reversing can only take place if there is a second person positioned behind the vehicle to assist and guide.

## 5. Enforcement

- 5.1 Parking Enforcement operations on College sites are undertaken in accordance with the BPA code of practice.
- 5.2 Any breach of the following traffic and parking conditions leaves the driver of the vehicle liable to the issue of a PCN by either a member of Security or by a member of Staff permitted to issue PCNs, or by the Parking Services Operator:
  - Failure to register your vehicle and/or display a **valid** parking permit
  - Parking on pedestrian crossings and in the marked zigzag areas

## Traffic and Car Parking Policy (continued)

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- Parked outside of marked parking bays
- Parked on double yellow lines
- Parked on double red lines
- Expired college parking permit or registration
- Parked causing an obstruction/danger
- Not parking in a designated space
- Parked in a disabled bay without displaying a valid blue badge or college issued temporary disability permit
- Invalid permit for vehicle registration number
- Permit not clearly displayed
- Parked for longer than permitted (currently 1 hour )
- Incorrect permit for car park
- Invalid/expired registered visit
- Entering and or Parking on any college site in breach of a Campus Restriction Order

- 5.3 A PCN is payable at the rate of £60 and must be paid no later than the 28th day after the PCN is issued. A discounted rate of £30 will be accepted if payment is made within 14 days from the date the PCN is issued. The PCN will give the driver details of the breach and an opportunity to discharge the debt (the Parking Contravention Charge) by payment to the nominated Parking Service Operator. Although a PCN may be issued by nominated College and Security Staff, all follow-up action, including payment collection and appeal management, is dealt with by the College's nominated Parking Services Operator, details of which can be found on the PCN and via the website. Charges recovered by the College will be used to supplement the administration/ upkeep of parking facilities and to support sustainable transport initiatives. The College and its nominated Parking Enforcement Contractor reserve the right to contact the DVLA to obtain the registered keeper's details of any vehicles parked on College property. Should the driver of a car issued with a PCN not be identifiable, then the PCN will be issued to the vehicle owner.
- 5.4 College uses ANPR (Automatic Number Plate Recognition) camera technology to manage, control and enforce parking on its sites. They are governed under guidelines from the Information Commissioners Office on the use of CCTV and ANPR cameras and conform to the Data Protection Act 1998 and EU General Data Protection Regulations.
- 5.5 The College reserves the right to affix a 'Warning Notice' (to any vehicle) for any breach of the offences listed in this policy. The warning will remain live for 12 months. On a second breach of the regulations, the vehicle will be automatically issued with a PCN and for any subsequent offences.
- 5.6 Please note that the College will not tolerate any person(s) acting aggressively or demonstrating inappropriate behaviour towards the Security Enforcement Teams. Such behaviour will be dealt with in accordance with the appropriate disciplinary policies.

### 6. Appeals

In the event of a dispute over the issue of a PCN, the driver has a right of appeal via the nominated Parking Enforcement Company. Full details can be found on the PCN.

### 7. Contacts and Further Information

The issue of permits, management of University car parks and issue of Parking Charge Notices is currently managed by First Parking LLP. They can be contacted at: [www.firstparking.co.uk](http://www.firstparking.co.uk)

Any correspondence relating to the issue of a PCN must be directed to First Parking LLP. This is not dealt with by the University. If you are dissatisfied with the issuing of a PCN you can appeal to First Parking LLP. If you are not satisfied with the response from First Parking LLP, you can appeal to the national Independent Appeals Service. Details of this will be provided with the PCN.

If you have any other queries about this policy please contact Premises Administration in the first instance. They can be contacted by email: [premisesadmin@royalholloway.ac.uk](mailto:premisesadmin@royalholloway.ac.uk)

#### **Parking Charge Notices for Academic Year 2020-21**

The following charges will apply for PCNs:

<b>Charges</b>	<b>Amount</b>
Warning Notice	No Charge
Parking Charge Notice	£60
Discounted Parking Charge Notice when paid within 14 days	£30

#### **Review Arrangements for this Policy**

A review of this Policy, including car park charges, will be conducted annually (normally in March, in advance of the start of the new academic year) or as otherwise required.

# Regulations on Academic Misconduct

1. Definition of an assessment offence
2. Investigations into and outcomes of alleged minor offences
3. Investigations into alleged major offences
4. Procedure for investigations into alleged major offences
5. Outcomes of investigations conducted by Student Administration
6. Outcomes of investigations conducted by an Academic Misconduct Panel
7. Outcomes of investigations conducted by the School Director of PGR Education
8. Referral of cases to a Senior Vice-Principal
9. Appeals

## ASSESSMENT OFFENCES

### 1. Definition of an assessment offence

- (1) In these regulations, an assessment offence is any conduct which attempts to deceive or is in contravention of any rules or regulations governing assessment. An offence may occur in relation to any piece of work submitted for assessment or review, whether or not the piece counts towards a final mark or award. The work in question may take any form, including but not limited to words, graphs and images, musical texts, data, source code, ideas or judgements.
- (2) Specific examples of assessment offences include, but are not limited to, the following.
  - (a) Plagiarism, which is the presentation of another person's work in any quantity without adequately identifying it and citing its source in a way which is consistent with good scholarly practice in the discipline and commensurate with the level of professional conduct expected from the student. This may include the unauthorised or unacknowledged joint authorship of work undertaken as part of group work or the unauthorised or unacknowledged copying of material prepared by another as part of group work. It may also be the unauthorised or unacknowledged translation of another's work. The other person's work may exist in any published or unpublished medium, including the internet and essay banks.
  - (b) Commissioning, which is requesting or engaging another person (whether paid or unpaid) to write or rewrite work in order to obtain an unfair advantage for oneself. This would include the use of third parties such as family, friends, students, providers of essay writing services or providers of proofreading services not authorised by the institution.
  - (c) Duplication, which is the unauthorised or unacknowledged replication of one's own work in any significant quantity across separate assessments without sufficient redevelopment to make it novel and appropriate to each assessment. This would also include the replication of work which was previously submitted for assessment at this or another institution. A student who is repeating a module in attendance will normally be expected to submit new work which has not previously been submitted for the module.
  - (d) Falsification, which is the unacknowledged invention or alteration of data, quotations or references. Falsification of evidence which comes to light as part of an investigation into



academic misconduct will be treated under the institution's Student Disciplinary regulations.

- (e) Impersonation, which is any attempt to deceive or gain an unfair advantage either by assuming the identity of another person in an assessment or allowing one's identity to be assumed by another in an assessment.
  - (f) Deception, which includes any attempt to present false or misleading documentation to gain an unfair advantage in an assessment.
  - (g) Collusion, which is to act in agreement with another person in order to obtain an unfair advantage for oneself and/or for that person. Group working may constitute collusion where the discipline or the method of assessment emphasises independent study and collective ideas are presented as uniquely those of the individual submitting the work.
  - (h) Failure to comply with any of the rules which have been set down for the conduct of the assessment, including the [Instructions to Candidates](#) and any instructions given by Examiners, Invigilators or Officers of the College, or in the case of collaborative provision of a partner institution, responsible for the conduct of the assessment. This would include any irregularity affecting the security or integrity of an assessment, such as cheating, fraud, copying from other students, passing information or materials from one to another without express authorisation, gaining access to or the use of unauthorised materials relating to an assessment, or any other unacceptable behaviour. Unauthorised materials include, but are not limited to notes, writing upon the body, texts or instruments, mobile telephones, pagers, electronic devices, or 'Smartwatches' which have memory or networking capabilities.
- (3) The identification of certain assessment offences, including plagiarism, commissioning, duplication, falsification, and collusion is a matter of expert academic judgement, based on a comparison across the student's work and on knowledge of sources, practices and expectations for professional conduct in the discipline. Therefore it is possible to determine that an offence has occurred from an assessment of the student's work alone, without reference to further evidence.
- (4) Circumstances which may imply an attempt by a student to deceive or gain an unfair advantage include:
- (a) the use of sources which would not normally be available to the student, such as work submitted by others in previous years;
  - (b) an attempt to deny the offence when presented with material evidence;
  - (c) collusion with another person;
  - (d) a repeat offence after the investigation into a previous case involving the same student has been completed and the student has been informed of the outcome in accordance with these regulations, so that it is reasonable to assume that the student was acting in awareness of the possible consequences of his/her actions.
- (5) Within these regulations a distinction is made between minor instances of poor academic practice, minor offences and major offences, which are dealt with and/ or investigated in different ways and attract penalties and outcomes commensurate with the type of offence.

- (6) A member of staff who is marking formative or summative work, and is of the opinion that the work shows minor instances of poor academic practice, e.g. a poorly paraphrased paragraph, which does not meet the academic threshold for a minor assessment offence, shall assess the work in the normal way with reference to departmental marking schemes highlighting the poor practice and deducting marks as appropriate.
- (7) A minor offence is one where
- (a) the student may be unaware of honest scholarly practice or requirements, e.g. in terms of group work or could be assumed to not have fully understood what constitutes plagiarism/collusion;
  - (b) it is clear that there is fairly extensive poor academic practice rather than the occasional poorly referenced source or poorly worded paraphrase, and/ or a deliberate attempt to gain credit dishonestly;
  - (c) the student has not committed more than one previous minor assessment offence.

Only offences of undergraduate students in their first year of study, of Visiting students, of pre-master's students or of undergraduate students who are direct entrants to the second year of study and in their first year of study at the College can be treated as minor offences. Offences identified for all other categories of students must be treated as major offences as students are deemed to be aware of what constitutes good academic practice.

- (8) A major offence is one where
- (a) the student is deemed to be aware of what constitutes honest scholarly practice or requirements; and
  - (b) there is clear evidence of bad academic practice, e.g. plagiarism is significant; commissioning in the case of collusion the student has lent work to another student knowing parts will be copied; duplication of work submitted for another module/ course; or
  - (c) there appears to be a deliberate attempt to gain credit dishonestly.

## MINOR OFFENCES

### 2. Investigations into and outcomes of alleged minor offences

- (1) A member of staff who suspects that an assessment offence has occurred with respect to either formative or summative work, and is of the opinion that the offence constitutes a minor offence in terms of the provisions of Section 1 (7) of these regulations, shall assess the work in the normal way with reference to departmental marking schemes provided that the student is not given credit more than once for the same work in cases where they have copied work. The member of staff shall immediately submit a factual written report of the case to the Chair of the departmental or school Academic Misconduct Panel. The report will specify the grounds on which the allegation is made and any supporting evidence. Where the work has been marked by the Chair of the Academic Misconduct Panel, it may be appropriate for a different member of academic staff to conduct the remainder of the process on his/her behalf.

- (2) The Chair of the Academic Misconduct Panel will review the report and any supporting evidence. If the Chair is satisfied that there is clear evidence of academic misconduct, and that it is appropriate to do so, they may offer the student the option of accepting a penalty to be applied to the assessment, instead of attending an Academic Misconduct Panel meeting. In this case the procedure at paragraph 2(3) below will be followed. Alternatively, if the Chair determines that the matter is sufficiently serious, complex or requires further investigation, an Academic Misconduct Panel will be convened and the procedure in paragraph 2(4)-(12) below will be followed. This decision is a matter of the Chair's academic judgement
- (3) The Chair of the Academic Misconduct Panel will provide the student with a copy of the written report which sets out the allegation, including the relevant evidence. The Chair will set out the rationale for their decision that academic misconduct is proven and state which penalty will be applied to the student's assessment. The student will have 5 working days to accept the penalty or request that the case is heard by an Academic Misconduct Panel. If the student accepts the penalty, or does not respond within seven days, the penalty will be applied to the student's assessment and the case will be closed. A record of the matter will be retained in case of future allegations. If the student denies the allegation, or provides additional evidence, or requests that the case is considered by an Academic Misconduct Panel, a Panel meeting will be convened and the procedure in paragraph 2(4)-(12) below will be followed.
- (4) In cases which are to be heard by an Academic Misconduct Panel the Chair of the Academic Misconduct Panel shall provide the student with a copy of the written report which sets out the allegation, including the relevant evidence, and a letter inviting him/her to respond to the allegation at a meeting to take place not less than seven days later. While students are permitted to submit a written response to the allegation, they are expected to attend the meeting in person. Exceptionally this requirement to attend may be waived by the Chair.
- (5) The purpose of the meeting will be to ensure that the student understands the allegation, is aware of these regulations and of the process to be followed, and is given a fair opportunity to respond to the allegation. The student may be accompanied at the meeting by another student or staff member of the College to provide support to the student, but not to represent him/her. Under no circumstances is the student permitted legal representation nor can the student be accompanied by another student currently under investigation for an assessment offence. Students are not permitted to record the meeting. In the case of a minor offence relating to group work, it is at the discretion of the Chair following initial investigation which students in the group will meet with the Panel. The Chair reserves the right after meeting with one or more students, to decide that meetings with further members of the group are required. The meeting will be chaired by the Chair of the Academic Misconduct Panel in the department or school. The Chair will be accompanied by one other academic member of staff from the department or school and an administrative member of staff as a note taker. Neither the Chair nor the academic member(s) of staff should have been involved in the marking or moderation of the piece of assessment which is under investigation. Member(s) of staff who have reported a suspected assessment offence may be invited by the Chair to attend to clarify certain aspects of the allegation contained in the report but should not be present for the discussion and judgement of the outcome and penalty to be applied. A brief written note of the meeting will be produced, and a copy sent to the student, shortly after the meeting with an indication of the penalty. The student may submit a written note to correct any perceived inaccuracies in the notes of the meeting.
- (6) The Chair of the Academic Misconduct Panel may interview or request written evidence from any

other person that s/he deems appropriate in order to establish the facts of the matter.

- (7) If the student does not respond to the allegation in writing or attend the meeting with the Chair of the Academic Misconduct Panel, it will be assumed that s/he does not wish to contest the allegation.
- (8) The Chair of the Academic Misconduct Panel investigating the case will contact each department in which the student has studied as necessary in order to establish whether or not the student has committed any assessment offences on their current course of study. The Chair of the Academic Misconduct Panel will also check all other modules being taken in the current year of study to establish whether there are further instances of minor or major assessment offences.
- (9) Following the meeting, the Chair of the Academic Misconduct Panel will determine outcomes and penalties in line with Section 6 (4) of these regulations. The Chair may also, where appropriate, require the student to attempt the assessment again by a set deadline to address issues of poor academic practice but without any additional changes to the substance of the work.
- (10) The student will be required to complete a package of support, which will include completion of the Moodle 'Avoiding Plagiarism' course.
- (11) A third offence should be investigated as a major offence in line with Section 4 (1) – (7) of these regulations.
- (12) In cases where the student fails the module as a result of failing a piece of summative assessment, the School Progression and Awards Board may award a resit with the mark for the module capped or require that the module be repeated in attendance.

## MAJOR OFFENCES

### 3. Investigations into alleged major offences

- (1) Allegations that a major assessment offence has occurred will be investigated as follows:
  - (a) Where the allegation relates to a formal examination, whether organised by Student Administration, the School (including in-class tests) or by a collaborative partner, and is of a practical or procedural nature, rather than being a matter arising from the academic assessment of the student's work, the investigation will be conducted by an investigating officer in Student Administration.
  - (b) In all other cases, with the exception of (c) below, the investigation will be conducted by the Academic Misconduct Panel of the department or school, chaired by an academic member of staff.
  - (c) If the examiners for a research degree student identify a suspected assessment offence the investigation will be conducted by the School Director of PGR Education.
- (2) Normally all allegations will be investigated in accordance with these regulations, even where the student has already been issued with a final outcome for the assessment, or is no longer registered at the College, subject to the procedures for the [Ratification and Revocation of Awards](#).
- (3) A student's final module result, progression status or award outcome may not be finalised and released whilst an allegation against him/her is under investigation.

### 4. Procedure for investigations into alleged major offences

- (1) A member of staff or an examiner who suspects that a major assessment offence has occurred with respect to either formative or summative work, and is of the opinion that the provisions of Section 1 (7) of these regulations do not apply, shall immediately submit a factual written report of the case to an investigating officer in Student Administration, Chair of the Academic Misconduct Panel in the department or school, or equivalent at a partner institution in the case of collaborative provision, or School Director of PGR Education as appropriate. The report will specify the grounds on which the allegation is made and any supporting evidence. Where the allegation is made by the Chair of the Academic Misconduct Panel, it may be appropriate for a different member of academic staff to conduct the remainder of the process on his/her behalf.
- (2) The Chair of the Academic Misconduct Panel will review the report and any supporting evidence. If the Chair is satisfied that there is clear evidence of academic misconduct, the Chair will consult with another member of academic staff, who has not been involved in marking the submission, and if they agree that it is appropriate to do so, the Chair may offer the student the option of accepting a penalty to be applied to the assessment, instead of attending an Academic Misconduct Panel meeting. In this case the procedure at paragraph 4(3) below will be followed. Alternatively, if the Chair determines that the matter is sufficiently serious, complex or requires further investigation, an Academic Misconduct Panel will be convened and the procedure in paragraph 4(4)-(9) below will be followed. This decision is a matter of the Chair's academic judgement.
- (3) The Chair of the Academic Misconduct Panel will provide the student with a copy of the written report which sets out the allegation, including the relevant evidence. The Chair will set out the rationale for their decision that academic misconduct is proven and state which penalty will be applied to the student's assessment. The student will have 10 calendar days to accept the penalty

or request that the case is heard by an Academic Misconduct Panel. If the student accepts the penalty, or does not respond within ten calendar days, the penalty will be applied to the student's assessment and the case will be closed. A record of the matter will be retained in case of future allegations. If the student denies the allegation, or provides additional evidence, or requests that the case is considered by an Academic Misconduct Panel, a Panel meeting will be convened and the procedure in paragraph 2(4)-(9) below will be followed.

- (4) In the case of Section 3 (1b) or (1c) of these regulations the Chair of the Academic Misconduct Panel, or School Director of PGR Education shall provide the student with a copy of the written report which sets out the allegation, including the relevant evidence, and a letter inviting him/her to respond to the allegation at a meeting to take place not less than seven days later. While students are permitted to submit a written response to the allegation, they are expected to attend the meeting in person. Exceptionally this requirement to attend may be waived by the Chair.
- (5) The purpose of the meeting will be to ensure that the student understands the allegation, is aware of these regulations and of the process to be followed, and is given a fair opportunity to respond to the allegation. The student may be accompanied at the meeting by another student or staff member of the College to provide support to the student, with respect to observing the meeting and providing clarification on questions to the student, for example, but not to represent him/her by responding directly to the questions of the panel. Under no circumstances is the student permitted legal representation nor can the student be accompanied by another student currently under investigation for an assessment offence. Students are not permitted to record the meeting. In the case of an allegation relating to group work, it is at the discretion of the Chair following initial investigation which students in the group will meet with the Panel. The Chair reserves the right after meeting with one or more students, to decide that meetings with further members of the group are required. The meeting will be chaired by the Chair of the Academic Misconduct Panel in the department or school. The Chair will be accompanied by at least one, but not more than two other academic member(s) of staff, and an administrative member of staff as a note taker. Member(s) of staff who have reported a suspected assessment offence may be invited by the Chair to attend to clarify certain aspects of the allegation contained in the report but should not be present for the discussion and judgement of the outcome and penalty to be applied. A brief written note of the meeting will be produced, and a copy sent to the student, shortly after the meeting with an indication of the penalty. The student may submit a written note to correct any perceived inaccuracies in the notes of the meeting.
- (6) In the case of Section 3 (1a) of these regulations an investigating officer in Student Administration will provide the student with a copy of the written report which sets out the allegation, including the relevant evidence, as well as details of the relevant regulations and the process to be followed. The student will be given not less than seven days later to respond to the allegation in writing. The investigating officer may in exceptional circumstances decide to hold a meeting with the student if the facts set out in the written report (see Section 4 (1)) are not sufficiently clear.
- (7) The Chair of the Academic Misconduct Panel/ investigating officer/ School Director of PGR Education may interview or request written evidence from any other person that s/he deems appropriate in order to establish the facts of the matter.
- (8) If the student does not respond to the allegation in writing or attend the meeting with the investigating officer, if invited to do so, or with the Chair of the Academic Misconduct Panel, or with the School Director of PGR Education, it will be assumed that s/he does not wish to contest the allegation.
- (9) The Chair of the Academic Misconduct Panel / investigating officer / School Director of PGR

Education investigating the case will contact each department in which the student has studied as necessary in order to establish whether or not the student has committed a minor or major offence on their current course of study. The Chair of the Academic Misconduct Panel / investigating officer will also check all other modules being taken in the current year of study to establish whether there are further instances of assessment offences.

#### **5. Outcomes of investigations conducted by Student Administration**

- (1) The applicable standard of proof used in reaching a decision on whether or not an assessment offence has occurred will be the balance of probabilities.
- (2) An investigating officer in Student Administration will decide whether or not there is prima facie evidence that an offence has indeed occurred based on the findings of his/her investigation. In the most difficult cases, the investigating officer may seek the advice of a Senior Vice-Principal or nominee under the provisions of Section 8 (1) of these regulations.
- (3) If the investigating officer decides that an offence has not occurred, s/he will inform the student of this decision in writing as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's file in Student Administration.
- (4) If the investigating officer decides that there is prima facie evidence that an offence of a minor or technical nature has occurred which would not warrant any of the penalties set out in Section 8 (7) of these regulations, s/he will inform the student in writing of this decision and the reasons for it as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's file in Student Administration, as will any subsequent written statement from the student which contests the evidence.
- (5) If the investigating officer decides that there is prima facie evidence that an offence has occurred which would warrant one of the penalties set out in Section 8 (7) of these regulations, s/he will refer the matter to a Senior Vice-Principal or nominee under the provisions of Section 8 (1) of these regulations.

#### **6. Outcomes of investigations conducted by the Academic Misconduct Panel**

- (1) The applicable standard of proof used in reaching a decision on whether or not an assessment offence has occurred will be the balance of probabilities. References in this section to decisions of the 'Academic Misconduct Panel' include decisions taken by the Chair of the Panel in accordance with the procedure outlined at paragraphs 2(2)-(3) and 4(2)-(3) above.
- (2) The Academic Misconduct Panel will decide whether or not a major offence has indeed occurred based on the findings of their investigation. In the most difficult cases, they may seek the advice of a Senior Vice-Principal or nominee under the provisions of Section 8 (1) of these regulations by writing to Student Administration.
- (3) If the Academic Misconduct Panel decides that a major offence has not occurred, they will inform the student of this decision in writing as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's files in the relevant academic departments/schools and in Student Administration.
- (4) Where an Academic Misconduct Panel has agreed that an offence (minor or major) has occurred, they will select the appropriate course of action from the following.

- (a) Where the work contains sufficient evidence that the student has satisfied the requirements to pass, and the provisions of (d) below are for whatever reason inappropriate the Academic Misconduct Panel will select one of the following penalties:
- (i) Reduce mark for piece of assessment by 10 percentage marks;
  - (ii) Cap the mark for the piece of assessment at a minimum pass;
  - (iii) Award a mark of zero for the piece of assessment;
  - (iv) Award a mark of zero for the module as a whole.
- (b) Where the student has not satisfied the requirements to pass and the provisions of (d) below are for whatever reason inappropriate, the Academic Misconduct Panel will select one of the following penalties:
- (i) Reduce the mark for the piece of assessment by 10 percentage marks, e.g. 38% becomes 28%;
  - (ii) Award a mark of zero for the piece of assessment;
  - (iii) Award a mark of zero for the module as a whole.
- (c) Where there is evidence of academic misconduct in group work the Academic Misconduct Panel will determine, on the basis of the investigation of the allegation, whether each member of the group receives the same penalty from those listed in (a) and (b) above or whether the misconduct can be related to a specific part of the work and to specific students. In such cases one of the penalties in (a) and (b) above will be applied only to the student(s) concerned.
- (d) Where it is the view of the Academic Misconduct Panel that the implications of the offence are grave, including cases of a repeat major offence by the student, e.g. multiple instances of plagiarism/ collusion or other assessment offences identified more or less simultaneously across a number of modules, cases where data has been falsified, cases where substantial parts of the assessment or the entire assessment are not the student's own work and have been copied, and that a more severe penalty is merited, they will refer the matter to a Senior Vice-Principal or nominee under the provisions of Section 8 (1) of these regulations. They will write to Student Administration, with a recommendation for one of the penalties set out in Section 8 (7) of these regulations. In cases where a student denies a major offence but the Panel believes there is a prima facie case or where the Panel has agreed that there is prima facie evidence of commissioning as described in Section 1 (2b) of these regulations, the case will automatically be referred to a Senior Vice-Principal or nominee following departmental investigation.
- (5) If a number of cases are identified within a short space of time (either identified by different markers or identified as part of the investigation of a case where previous pieces of work are retrospectively checked), the departmental Academic Misconduct Panel will decide whether the same or different penalties apply to each piece of work depending on the nature of the offence in each case.
- (6) Students who are invited to attend an Academic Misconduct Panel are strongly advised to review any pending assignments for further breaches of these regulations and consult departmental academic staff for advice as appropriate.
- (7) The Chair of the Academic Misconduct Panel will inform the student in writing of any penalty imposed under the provisions of Section 6 (4) of these regulations and the reasons for it as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's files in the relevant departments/schools and in Student



Administration.

- (8) The consequences of any penalty for the module or course as a whole, and any recommendation for the student to resit or repeat the assessment, will be determined with reference to the student's performance overall and at the discretion of the School Progression and Awards Board unless the Academic Misconduct Panel has indicated that the failed module must be repeated in attendance. The student may additionally be required to attempt the assessment again by a specified deadline for formative purposes only, except that, for pieces of work which count towards a final mark or award, the outcome from the original submission will stand.

#### **7. Outcomes of investigations conducted by the School Director of PGR Education**

- (1) The School Director of PGR Education will decide whether or not an offence has indeed occurred based on the findings of his/her investigation. The applicable standard of proof used in reaching this decision will be the balance of probabilities.
- (2) If the School Director of PGR Education decides that an offence has not occurred, s/he will inform the student of this decision in writing as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's files in the academic department/school and in Student Administration.

- (3) If the School Director of PGR Education decides that an offence has occurred, s/he will refer the matter to a Senior Vice-Principal (normally the Senior Vice-Principal (Research and Enterprise)) or nominee, via Student Administration, under the provisions of Section 8 (1).

## **8. Referral of cases to a Senior Vice-Principal**

- (1) Cases may be referred to a Senior Vice-Principal or nominee only under the provisions of Section 5 (5), Section 6 (4)(d) and Section 7 (3). The following information must be provided:
  - (a) a note setting out the reasons for the referral together with recommendations on the course of action to be taken (where appropriate);
  - (b) the written report which sets out the allegation, and where relevant a copy of the student's work in question, which has been marked to indicate the offending sections, together with references to any supporting evidence;
  - (c) evidence of the procedure followed to investigate the allegation, including copies of correspondence to and from the student and notes of any meetings which took place;
  - (d) the student's written response to the allegation and details of any mitigating factors which have been disclosed by the student, if provided.
- (2) The investigating officer will write to the student informing him/her that the case has been referred to a Senior Vice-Principal or nominee, and inviting him/her again to respond to the allegation in writing, providing documentary evidence of any mitigating factors which s/he feels should be taken into account, within seven days. Mitigation may lessen the penalty imposed but it does not excuse the offence.
- (3) Based on the evidence set out in Section 8 (1) and any further material submitted by the student, a Senior Vice-Principal or nominee will:
  - (a) refer the matter back to the Academic Misconduct Panel/ investigating officer/ School Director of PGR Education on the grounds that the correct procedure was not followed; or
  - (b) conduct a further investigation, which in exceptional circumstances may include a hearing with the student; or
  - (c) reach a decision based on the evidence already available.
- (4) If a Senior Vice-Principal or nominee decides that a hearing should be held, the investigating officer shall convene a Hearing Committee comprising a Senior Vice-Principal or nominee as Chair and two other members of academic staff from departments or schools in which the student has not studied, whose role will be to advise a Senior Vice-Principal or nominee. The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the student of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the student in advance. The Hearing Committee may invite one or more representatives from the student's department or school to attend all or part of the hearing for the purpose of answering questions. The student may be accompanied by another student or member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private. Under no circumstances is the student permitted legal representation nor can the student be accompanied by another student currently under investigation for an assessment offence. Students are not permitted to record the meeting.

- (5) A Senior Vice-Principal or nominee will decide whether or not a major offence has indeed occurred based on the findings of the investigation.
- (6) If a Senior Vice-Principal or nominee decides that a major offence has not occurred, the investigating officer will inform the student of this decision in writing as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's files in the department/school and in Student Administration. For research degree students, the decision will be communicated to the examiners who will be asked to continue with the examination.
- (7) For all students, with the exception of research degree students, who will be subject to Section 8 (8) of these regulations, if a Senior Vice-Principal or nominee decides that a major offence has occurred, s/he will impose one or more of the following penalties. The penalty for a repeat offence will normally be more severe, on the grounds that it is reasonable to assume that the student was acting in awareness of the possible consequences.
- (a) Reduce mark for piece of assessment by 10 percentage marks;
  - (b) Cap the mark for the piece of assessment at a minimum pass;
  - (c) A mark of zero for the piece of assessment;
  - (d) Where the implications of the offence are grave, the student will be deemed to have failed the module overall. For modules which carry a percentage mark, the mark will be set to zero. The student will normally be afforded the opportunity to resit the module. A Senior Vice-Principal or nominee may, however, decide to recommend that the student repeat the module in attendance or not be permitted either of these options, bearing in mind relevant progression and award requirements. If the offence occurs in a module which the student is taking as a second attempt, no further opportunities to resit or repeat the module will be given unless there are documented extenuating circumstances accepted by a Senior Vice-Principal or nominee.
  - (e) Where the implications of the offence are grave, the student will be deemed to have failed the module overall. For modules which carry a percentage mark, the mark will be set to zero. A Senior Vice-Principal or nominee may decide to recommend that the student be given an exit award and not be permitted to complete the degree for which s/he was registered;
  - (f) Where the gravity of the offence warrants such a course of action, a Senior Vice-Principal or nominee may decide to suspend the student's registration with the College for one year and will set the marks for the modules in question to zero. The student would normally have to take resits in all such modules unless the requirements of the module were such that it had to be repeated in attendance;
  - (g) Where the gravity of the offence warrants such a course of action, a Senior Vice-Principal or nominee may decide to terminate permanently the student's registration with the College and will set the marks for the modules in question to zero. Students who have their registration terminated would not normally be permitted to reapply to the College for any course.

- (8) For research degree students, if the Senior Vice-Principal) or nominee decides that an offence has occurred, he/she will impose one of the following penalties:
- (a) Where the extent of the offence is such that there is sufficient remaining original material to be examined, the case and the thesis will be returned to the examiners to determine an outcome in accordance with the [Research Degree Regulations](#). Where the outcome is not a fail, in all cases the student will be required to re-present his/her thesis in a revised form within no less than 18 months. In addition, the student will be required to undergo a further oral examination.
  - (b) Where the extent of the offence is considered grave, or it is a second offence, the penalty set out in Section 8 (7e) of these regulations will be imposed.
- (9) The investigating officer will inform the student in writing of any penalty imposed and the reasons for it as soon as possible. A record of the case, together with a copy of the letter informing the student of the outcome, will be kept on the student's files in the academic department/school and in Student Administration.
- (10) For all students the consequences of any penalty for the module or course as a whole, and any recommendation for the student to resit or repeat the assessment, will be determined in reference to the student's performance overall and at the discretion of the Examiners. The student may additionally be required to attempt the assessment again by a specified deadline for tutorial purposes, except that, for pieces of work which count towards a final mark or award, the outcome from the original submission will stand.

## **APPEALS AGAINST DECISIONS**

### **9. Appeals**

- (1) A student may appeal against a decision made under these regulations only on one or more of the following grounds:
- (a) that there is evidence of a failure to follow the procedures set out in these regulations or administrative errors which might cause reasonable doubt as to the fairness of the decision;
  - (b) that fresh evidence can be presented which the student could not with reasonable diligence have disclosed before the decision was made and which might cause reasonable doubt as to the fairness of that decision;
  - (c) that the decision was perverse given the evidence which was available at the time.
- (2) Appeals must be submitted in writing by the student to the Director of Academic Services within 15 working days of the date on which the student was formally notified of the decision. The student's submission must include:
- (a) a statement of all the matters which the student wishes to be investigated and taken into account, which specifies how these matters relate to the grounds for appeal in Section 9 (1) of these regulations and lead the student to believe that the decision was unfair;
  - (b) a statement of the student's desired outcome from the appeal;

- (c) copies of all documentary evidence on which the student wishes to rely in the appeal, and where relevant an explanation for why the student was previously unable to disclose any of the evidence or information.
- (3) The Director of Academic Services or his/her nominee may dismiss any appeal which in his/her opinion does not fall within the remit or these regulations, fails to present reasonable grounds or fails to provide sufficient evidence in support of the student's claims. Where there are inadequate grounds for an appeal or insufficient evidence, the Director of Academic Services or his/her nominee has the option to give the student one opportunity to address the deficiencies before deciding to dismiss the appeal. Where the appeal does not fall within the remit of these regulations the Director of Academic Services or his/her nominee may recommend an alternative route for consideration of the student's concerns.
- (4) Appeals which are not dismissed under the provisions of Section 9 (3) of these regulations will be investigated in the first instance by an investigating officer. The investigation will be conducted through written correspondence and may include requests to any individual or party for representations, additional information or an expert opinion.
- (5) The findings from the investigation by an investigating officer will be presented in writing to a Senior Vice-Principal or nominee, who will determine one of the following courses of action:
- (a) to amend or set aside the decision;
  - (b) to set aside the original decision and refer the case back to the department for reconsideration;
  - (c) to confirm the decision;
  - (d) to convene an Appeals Committee under the Section 9 (6) of these regulations to investigate the matter further through a formal hearing.

The Senior Vice-Principal or nominee who considers the appeal will not have previously been involved in the case, e.g. awarding the penalty.

- (6) The Appeals Committee will comprise the Senior Vice-Principal (Education) or nominee as Chair and two other members of academic staff from departments or schools in which the student has not studied, whose role will be to advise a Senior Vice-Principal or nominee. The investigating officer shall be responsible for setting the date and place of the hearing, for notifying members of the Committee and the student of the arrangements, and for sending copies of all relevant documentation to members of the Committee and the student in advance. The Appeals Committee may invite one or more representatives from the student's department or school to attend all or part of the hearing for the purpose of answering questions. The student may be accompanied by another student or member of staff of the College to assist in presenting his/her case, otherwise the hearing will be conducted in private.
- (7) A student who wishes to abandon or withdraw an appeal at any stage must inform the investigating officer in writing. The investigating officer will then determine how to proceed, taking account of the available evidence and the matters raised by the student in the appeal.

- (8) The investigating officer will inform the student in writing of the decision of a Senior Vice-Principal or nominee and the reasons for it, as well as the student's right to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education.

# Ratification and Revocation of Awards

1. University of London awards
2. College awards
3. Date of the award
4. Revocation of awards
5. Joint awards

## RATIFICATION OF AWARDS

### 1. University of London awards

- (1) The College is authorised to grant awards of the University of London to students registered on its courses under the terms of the University of London Ordinances and Regulations. This authority is exercised by the Principal through regulations and procedures made by the Academic Board.
- (2) University of London awards are confirmed:
  - (a) in the case of Research Degrees, by the Research Degrees Programmes Committee, on the recommendation of the examiners who conducted the final examination of the thesis;
  - (b) in the case of all other awards, by the relevant School Progression and Awards Board, and External Examiner(s).
- (3) Following approval by the relevant Research Degree Programmes Committee or School Progression and Awards board, pass lists for University of London awards are authorised by the Director of Academic Services, or their representative, on behalf of the Principal.
- (4) Addresses and copies of the pass lists for University of London awards are sent to the University for the production and despatch of certificates of award.
- (5) Students deemed to have an academic related debt to the College or the University of London will have this indicated on the pass lists and will not be sent a degree certificate. On clearance of the debt, a cleared debtor memorandum is produced and sent to the University of London, who will produce and despatch the certificate of award.

### 2. College awards

- (1) The College is authorised to grant awards of Royal Holloway and Bedford New College to students registered on its courses under the terms of its Degree Awarding Powers. This authority is exercised by the Principal through regulations and procedures made by the Academic Board.
- (2) Provision for the award of certificates and diplomas of Royal Holloway and Bedford New College is made within the Terms of Reference of the Academic Board.
- (3) Royal Holloway and Bedford New College Awards are confirmed:
  - (a) in the case of Research Degrees, by the Research Degrees Programme Committee on the recommendation of the examiners who conducted the final examination of the thesis;

- (b) in the case of all other awards, by the relevant School Progression and Awards board, and External Examiner(s).
- (4) Following approval by the Research Degrees Programme Committee or School Progression and Awards Board, Certificates of award are produced by the Director of Academic Services or their representative and signed by the Principal and the Deputy Principal (Operations).
- (5) Students deemed to have an academic debt to the College and/or in case of collaborative provision a partner institution, will not be sent an award certificate. On clearance of the debt, an award certificate is produced by the Director of Academic Services or their representative and signed by the Principal and the Deputy Principal (Operations).

### **3. Date of the award**

- (1) The date of the award will normally be:
  - (a) in the case of Research Degrees, the first day of the month after the award was approved
  - (b) in the case of Undergraduate Degrees the 1 July
  - (c) in the case of standard Postgraduate Taught Degrees the 1 November
  - (d) in the case of all other awards, the first day of the month after the award was approved

## **REVOCATION OF AWARDS**

### **4. Revocation of awards**

- (1) The Principal may revoke any award made by the College as outlined in Sections 1 and 2 of these regulations and all privileges connected therewith if it shall be discovered at any time and proved to the satisfaction of the College that either:
  - (a) there was an administrative error in making the award under regulations and procedures approved by the Academic Board; or
  - (b) the examiners, having taken into account information which was unavailable at the time the award was made and which has been accepted under regulations and procedures made by the Academic Board, determine that the award should be revoked or that any details of the award should be altered.

## **JOINT AWARDS**

### **5. Joint awards**

- (1) Procedures for awards made jointly with other institutions will respect the above principles and, where applicable, the terms set out in the University of London Ordinances and Regulations, but will be detailed in the formal agreement between the two institutions.



# Fitness to Practise Policy and Procedures

## Fitness to Practise Policy

1. The Fitness to Practise Policy applies to students registered on courses which lead to the award of a professional qualification in one of the regulated health or social work professions<sup>1</sup> and courses which lead to a professional registration where students are required to demonstrate their fitness to practise.
2. This policy, together with the Fitness to Practise Procedures below, aim to :
  - (a) ensure that the requirements of the relevant Professional, Regulatory or Statutory Body are properly met in relation to students being able to properly demonstrate appropriate standards of behaviour and conduct;
  - (b) protect service users, clients and patients who may come into contact with the student during their course of study; and
  - (c) protect the College from possible claims arising as a result of harm caused by a student being unfit to practise.
3. To this end, students registered on courses which lead to the award of a professional qualification in one of the regulated health or social work professions must ensure that their behaviour in the practice setting, on campus or in other environments, is at all times seen to be commensurate with that of somebody who is fit to assume the responsibilities of a health or social work professional.<sup>2</sup>
4. Students must ensure that they are cognizant of and comply with the relevant professional code of conduct for their course in relation to their behaviour, health and professional conduct.
5. A student's fitness to practise may be challenged when there is concern over any issue of behaviour, health or professional conduct which:
  - (a) creates an unacceptable risk for the student or others; and/or
  - (b) shows a serious or persistent failure to follow recognised codes of professional conduct.
6. The relevant Professional, Regulatory or Statutory Body may refuse to register a student in the event that a student's behaviour, health or professional conduct adversely affects a student's fitness to practise.
7. Anyone concerned about a student's fitness to practise has the right to raise their concern. Concerns may be identified either internally (e.g. through an Interim Suitability Panel) or externally (e.g. through a Designated Officer or team (previously Local Authority Designated Officer (LADO)) meeting). Concerns which are raised anonymously, or by somebody without a

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<sup>1</sup> List of regulated health and social work professions includes Social Workers and Practitioner Psychologists

<sup>2</sup> Guidance on appropriate standards of behaviour to apply to students can be found at <http://www.hcpc-uk.org/publications/standards/index.asp?id=38> or for Social Work at <https://www.socialworkengland.org.uk/standards/professional-standards/>

professional relationship to the student, will only be investigated at the discretion of the Course Lead. Any concerns that are considered by the Course Lead to be of a serious nature will be investigated. Concerns must be presented in writing.

8. Concerns will be investigated in accordance with the principles of natural justice<sup>3</sup> and following the College's Fitness to Practise Procedures.
9. A written record of concerns investigated under the College's Fitness to Practise Procedures will be kept on the student's files in the academic department/school and in Student Administration.

## **Fitness to Practise Procedures**

### **Scope of the procedures**

10. These procedures apply to students registered on courses which lead to the award of a professional qualification in one of the regulated health or social work professions. If a student seeks to voluntarily withdraw from the course, the procedures will nevertheless continue to apply, with or without a student's involvement, provided that at the point of requesting to withdraw a student has been notified in writing that a preliminary investigation into their fitness to practise is to be conducted. A student who voluntarily withdraws should be given the opportunity to participate fully in any investigation and subsequent hearing.
11. Under the terms of accreditation of such courses by the professional bodies, the College has a responsibility to assess the fitness of students to interact with service users, and their suitability for a demanding and responsible career as a health or social work professional, and to take appropriate action in respect of that assessment.
12. The College discharges this responsibility in part through its procedures for the selection and screening of applicants. The present procedures, however, treat questions of fitness to practise which may arise after a student has been admitted or come to light after admission.
13. These procedures cease to apply after the award of the professional qualification has been made to the student. Any concerns which are raised with the College about the fitness of one of its graduates to practise in his/her profession will be referred to the professional body.

### **Preliminary investigation and action in light of concern**

14. Any concern over a student's fitness to practise should be raised immediately with the Course Lead, or an appropriate nominee, who will first either satisfy him- / herself that a reasonable attempt has been made to resolve the matter informally (if appropriate), or will make arrangements for this to be done, normally within five working days.

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<sup>3</sup> This means that all students subject to the Fitness to Practise Policy and Fitness to Practise Procedures will be treated without bias; will be presumed innocent until the case is proven; will be given an opportunity to respond to any concerns raised against them as laid out in the Fitness to Practise Policy and Fitness to Practise Procedures and will have access to an appeal procedure.

15. If the matter cannot be resolved informally, the Course Lead will determine an appropriate and constructive way in which to conduct a preliminary investigation, such as through meetings, verbal or written communication. In relation to courses in the Department of Social Work, the Course Lead may determine that the preliminary investigation is conducted by an Interim Suitability Panel (ISP) set up to provide further information in cases where doubts are raised as to a student's suitability for the course. In such cases the preliminary investigation will be carried out in accordance with Appendix A.
16. Regardless of the way in which the preliminary investigation is conducted, the Course Lead will provide the student with details of the allegation(s) and any supporting evidence, and an opportunity to respond in person and/or in writing. The Course Lead will also inform the student in writing if it is decided to suspend, postpone or place other limitations on his/her attendance on placement in order to safeguard service users while the matter is investigated.
17. If as a result of the preliminary investigation it is decided that the concern is unjustified, the matter will be regarded as closed, and the student and all those party to the investigation will be informed accordingly in writing by the Course Lead. Any suspended placement will be resumed forthwith, or if this is not possible or appropriate, an alternative placement will be arranged.
18. If as a result of the preliminary investigation it is decided that the concern is justified, but it would be unwarranted to seek to terminate the student's training as a health or social work professional, the student will be notified in writing by the Course Lead of clear targets for change, together with specific criteria against which his/her achievement will be measured, and an appropriate deadline for a review. The student may also be asked to interrupt his/her training for an agreed period of time. Any suspended placement will otherwise be resumed forthwith, or if this is not possible or appropriate, an alternative placement will be arranged. A written record will be kept on the student's files in the academic department/school and in Student Administration and, where appropriate, the relevant professional body will be notified.
19. If as a result of the preliminary investigation it is decided that the concern is justified and so serious in nature that it may warrant the termination of the student's training as a health or social work professional, the matter will be referred to a Fitness to Practise Panel. The student will be notified of this decision in writing, and his/her attendance on placement will be suspended in order to safeguard service users until the decision of the Fitness to Practise Panel is known.

#### **Referral to the Fitness to Practise Panel**

20. Concerns which are so serious in nature that they may warrant the termination of the student's training as a health or social work professional will be considered by a Fitness to Practise Panel convened by the Director of Academic Services comprising:
  - (a) in the Chair, a senior member of the academic staff of the College who is responsible for training health or social work professionals in a discipline other than that of the student;
  - (b) a member of the profession from outside the College with experience of training students whilst on placement;
  - (c) another member of the academic staff of the College who is responsible for training health or social work professionals in the same or a different discipline to that of the student; and

- (d) a service user who is involved in a course (s) delivered by the College.
21. With regard to the requirements of the panel set out in paragraph 20, the Course Lead, or appropriate nominee, will provide nominations for panel members assigned to roles (b), (c) and (d). Such nominations shall be forwarded to the Director of Academic Services in advance of any written notification on panel proceedings.
  22. To ensure impartiality, no member of the Panel must have had any significant prior involvement with the student.
  23. An investigating officer from Academic Services will act as Secretary to the Fitness to Practise Panel.
  24. The Fitness to Practise Panel will hold a hearing, following the procedures set out in paragraphs 31- 43 below.
  25. The student will be given a minimum of ten working days' written notice for a hearing of the Panel, and will be given seven working days in which to supply a written statement and/or evidence of extenuating circumstances for circulation to Panel members, if s/he wishes to do so.
  26. The student may choose to be accompanied by someone who is a member of the College such as fellow student, representative of the Students' Union or other member of staff who may speak at the hearing, though the student is expected to represent him- /herself. Similarly the Panel may call upon other members of the College to speak at the hearing if necessary, though the decision reached will be determined by the Panel only. Prior to the hearing notification must be given if any additional members of the College are to be present.
  27. The College or student may request an adjournment if more time is reasonably required. The Chair of the Panel will decide if such a request should be granted.
  28. The Panel will take all reasonable steps to hold the hearing on a date on which the student and his/ her representative are able to attend. Exceptionally, if this proves impossible or the student does not make reasonable efforts to make him-/herself available, the Chair of the Panel may decide upon a date and, if the student does not attend, may proceed with the hearing in his/ her absence.
  29. A student whose behaviour is in significant breach of professional standards of practise may be subject to these procedures even if it can be shown that the breach is due to reasons of incapacity such as a serious emotional or psychiatric condition. In such cases the College will be mindful of its duty to make reasonable adjustments in order to mitigate the effects of any impairment.
  30. All members of the Panel and the student will be supplied with copies of the following documentation seven working days before the hearing:
    - (a) a statement of the allegation(s) made against the student; and
    - (b) a written report from the Course Lead and, where appropriate, a recommendation on how the matter should be dealt with in accordance with the available options, set out at paragraph 38 below, together with the documents put forward in support of the recommendation.

Any additional documentation, including any further representations made by or on behalf of the student, will be circulated to all parties at least three working days in advance of the hearing itself.

### **Conduct of Hearings of the Fitness to Practise Panel**

31. The College representative (normally the Course Lead) will present the College's case and the student, with the support of the member of the College who has accompanied him/her (if the student has chosen to be accompanied), will have a right of reply.
32. The student, the person accompanying the student in accordance with paragraph 25 above, and the College representative will be entitled to be present throughout the whole of the proceedings except where the Panel wishes to retire for private discussions. In every case, the student directly will be given an opportunity to be heard fully. At the Chair's discretion, and on such terms as they think fit, reasonable time for private consultation or reflection during hearings may be allowed.
33. Any student subject to a hearing before the Panel will be presumed innocent until such time as the case against him/her is proven.
34. The Panel shall examine the evidence applying the civil standard of proof and it will be for the Panel to be satisfied that on the balance of probability the relevant Codes of Professional standards have been breached.
35. The Panel will decide whether or not any recommendation made by the Course Lead is accepted. If the Course Lead's recommendation is not accepted or no recommendation is made, the Panel will decide what other sanction, if any, is appropriate. The Panel will, whenever practicable, reach a decision on the day of the hearing.
36. The decision of the Panel will be on a simple majority with a second and casting vote made by the Chair in the event of an even split in the votes.
37. There will not be any disclosure of information regarding the way in which any member has voted or on whether the decision was arrived at unanimously or by a majority vote.
38. The Panel may make one of the following findings:
  - (a) that the student has no case to answer and therefore no sanction is imposed;
  - (b) that the student's fitness to practise is not impaired, however, there are concerns. The Panel may recommend in such circumstances clear targets for change on the part of the student, together with specific criteria against which the student's achievement will be measured by a set deadline; or
  - (c) that the student's behaviour is not commensurate with that of somebody who is fit to assume the responsibilities of a health or social work professional and that the student's training towards the award of a professional qualification, including awards for Social Work and Clinical Psychology should be terminated. Should the Panel consider that it is not necessary to terminate the student's training the student may be asked to interrupt their training for an agreed period of time. In addition, the Panel may recommend clear targets for change on the part of the student, together with specific criteria against which the student's achievement will be measured by a set deadline.
39. Any sanction imposed will be proportionate and relevant to the concerns raised. In determining a sanction, the Panel will be mindful of the consequences for the student of the sanction imposed, and will balance this against the perceived level of risk for the student themselves and for others including service users, course providers, employers and other students. The student's previous conduct and behaviour may also be taken into account.

40. Where the Fitness to Practise Panel decides that the student's training towards the award of a professional qualification should be terminated, the outcome will be conveyed in writing by the Chair of the Panel to the student, the Course Lead and the School Progression and Awards Board who will, in consultation with the Chair of the Department Assessment Board, approve either that the student's registration with the College must be terminated for failing to satisfy the requirements to proceed on the course, or that the student must be required to transfer onto an alternative course at the College which does not lead to a professional qualification, provided such an appropriate alternative exists. The student will be notified of the right to appeal under the terms set out below. The professional body will be notified of the outcome by the Course Lead once the period for any appeal to be lodged has elapsed. Where a student withdraws before the Fitness to Practise procedures have been completed, then if the procedures would have led to the student's removal from the course, the professional body should be notified of the withdrawal from the course.
41. Where the Fitness to Practise Panel decides that the student's training should not be terminated, the outcome will be conveyed in writing by the Chair of the Panel to the student and the Course Lead, who will then determine, in consultation with relevant parties, an appropriate way for the student to resume the course.
42. Where the Fitness to Practise Panel decides not to terminate the student's training, but nonetheless agrees that there are concerns which must be addressed, it may recommend clear targets for change on the part of the student, together with specific criteria against which his/her achievement will be measured, and an appropriate deadline. Failure to meet these targets may result in termination of a student's training. The student may also be asked to interrupt his/her training for an agreed period of time. The requirements of the Fitness to Practise Panel will be conveyed in writing by the Chair of the Panel to the student and the Course Lead. The Course Lead will be responsible for monitoring the student's progress and will notify the Chair of the Panel once the targets set for the student have been met. In the event of the student failing to meet the requisite targets, the Course Lead will be responsible for referring the matter back to the Chair of the Panel for further consideration, which may include the reconvening of the Fitness to Practise Panel. The reconvened Fitness to Practise Panel may subsequently decide that the student's training towards the award of a professional qualification should be terminated.
43. The consequences of any findings of the Panel for the course as a whole will be determined by the School Progression and Awards Board according to the College's regulations.

## **Appeals**

44. A student may appeal against the decision of the Fitness to Practise Panel on any of the following grounds:
- (a) there is evidence of a failure to follow procedures set out in this document which might cause reasonable doubt as to the fairness of the Fitness to Practise Panel's decision;
  - (b) fresh evidence can be presented which the student could not with reasonable diligence have disclosed before the Fitness to Practise Panel's decision was made, which might cause reasonable doubt as to the fairness of that decision;
  - (c) the Fitness to Practise Panel's decision was perverse given the evidence which was available at the time.

45. Appeals must be submitted in writing to the Lead of Academic Services within fifteen working days of the date on which notification of the Fitness to Practise Panel's decision was sent. Once an appeal is lodged, the student's registration on the course will be provisionally reinstated pending the outcome of the appeal so that the student can continue to attend classes, but the appellant will not be permitted to attend any placement until the appeal has been investigated and the outcome sent.
46. The Director of Academic Services, or a nominee, will consider any appeal in the first instance to determine whether it satisfies the grounds set out in paragraph 44 above within fifteen working days. If it is decided that there are sufficient grounds for appeal, the Director of Academic Services, or a nominee will arrange for the appeal to be considered by an Appeal Panel, which will be convened and will operate as set out in paragraphs 30-42 above, but with the Appeal Panel members and secretary selected from people who were not involved in the original hearing. If, however, it is decided that there are not sufficient grounds for appeal, the Director of Academic Services or a nominee will notify the student and the Course Lead in writing that the appeal has been dismissed and the student's provisional registration on the course rescinded and that the original decision of the Panel will stand (see paragraph 40 above).
47. If the Appeal Panel upholds the decision to terminate the student's training, the outcome will be conveyed in writing to the student and the Course Lead, and the student's provisional registration on the course leading to the award of a professional qualification in one of the regulated health or social work professions will be rescinded.
48. If the Appeal Panel decides that the student's training should not have been terminated, the Senior Vice-Principal (Education) or nominee will reinstate the student's registration on the course on a substantive basis. The outcome will be conveyed in writing to the student, the Course Lead, the Chair of the School Progression and Awards Board and Student Administration, who will then determine, in consultation with relevant parties, an appropriate way for the student to resume the course.
49. Where the Appeal Panel decides that the student's training should not have been terminated, but nonetheless agrees that there are concerns which must be addressed, it may recommend clear targets for change on the part of the student, together with specific criteria against which his/her achievement will be measured, and an appropriate deadline. The student may also be asked to interrupt his/her training for an agreed period of time.
50. The requirements of the Appeal Panel will be conveyed in writing by the Chair of the Panel to the student and the Course Lead. The Course Lead will be responsible for monitoring the student's progress and will notify the Chair of the Panel once the targets set for the student have been met. In the event of the student failing to meet the requisite targets, the Course Lead will be responsible for referring the matter back to the Chair of the Panel for further consideration, which may include the reconvening of the Appeal Panel.

#### **Office of the Independent Adjudicator**

51. When a student has exhausted College procedures, if they consider that their case has not been appropriately conducted in line with College Procedures and Regulations, they may be able to request that the decision be reviewed by the Office of the Independent Adjudicator for Higher Education (OIA) providing that the request is eligible under its rules.
52. If a student does decide to request such a review by the OIA, the Director of Legal and Compliance or his/her nominee will deal with this on behalf of the College.





## Related Policies

53. This document should be read in conjunction with:

- (a) Academic Regulations including the [Regulations on Academic Misconduct](#), and College Policies and Procedures which apply specifically to students registered on courses which lead to the award of a professional qualification in one of the regulated health or social work professions.
- (b) The requirements (for standards of conduct and good health) of the professional regulatory bodies including the Health and Care Professions Council (HCPC)<sup>4</sup>, the British Psychological Society (BPS)<sup>5</sup> and the British Association for Behavioural and Cognitive Psychotherapy (BABCP)<sup>6</sup>;
- (c) Students may also wish to consult the University of London Ordinances, the Royal Holloway and Bedford New College Act (1985), the College Statutes and Regulations of the Council and the Student Handbook, which also includes regulations governing non-academic aspects of life as a student of the College.

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<sup>4</sup> <http://www.hcpc-uk.co.uk/>

<sup>5</sup> <http://www.bps.org.uk/>

<sup>6</sup> <http://www.babcp.com>

## Appendix A Interim Suitability Panel (ISP) Social Work Courses

### Membership:

- Senior Academic (Social Work Course Lead or nominee) – to act as Chair of Panel
- External Agency representative
- Independent academic member of staff from the School of Law and Social Sciences with a suitable Social Work background, who is not related to student's case.

The ISP is to be serviced by administrative staff from the School.

### Terms of Reference:

- To make preliminary enquiries into concerns raised about a student's possible fitness to practise.
- To agree a schedule of remedial action with the student and a timeframe for review (where appropriate).
- In serious cases, to refer a case to a Fitness to Practise Panel.

### Purpose:

This is an investigatory departmental panel which is set up to provide further information in cases where doubts have been raised as to a student's suitability to follow a course leading to the award of a professional qualification in one of the regulated health or social work professions.

If information or circumstances indicate that there are concerns about a student's suitability which do not merit an immediate referral to the Fitness to Practise Panel then an Interim Suitability Panel (ISP) may be convened by the Course Lead. Concerns can be raised in many ways and at many stages of a student's study life. Examples include, but are not limited to, concerns raised:

- at a Practice Assessment Panel;
- where the department is advised that a LADO meeting has been convened or a referral is made to the department from a LADO meeting ;
- following a DBS (formerly CRB) check;
- from a student – e.g. declaration to the Social Work Course Lead of a criminal conviction;
- by a student's tutor or practice assessor that the student is experiencing serious personal and/or academic difficulties;
- as a result of student's conduct e.g. poor attendance, plagiarism, academic dishonesty, oppressive or discriminatory behaviour or behaviour in conflict with HCPC Standards of conduct, performance and ethics.

It is anticipated that some concerns might be subsequently found to be unmerited, or that issues raised could be addressed without recourse to a Fitness to Practise Panel. This would mean that only the most serious cases would need to be referred to a Fitness to Practise Panel.

- The ISP may make the following findings:
  - a) that the student has no case to answer;
  - b) that the student's fitness to practise is not impaired, however there are concerns. The ISP may recommend in such circumstances clear targets for change on the part of the student, together with specific criteria against which the student's achievement will be measured by a set deadline;
  - c) that the concerns are serious and the matter should be referred to a Fitness to Practise Panel.

## Process

- Students will be given at least seven working days written notice of an ISP. The ISP will take all reasonable steps to hold the hearing on a date on which the student and his/ her representative are able to attend. Exceptionally, if this proves impossible or the student does not make reasonable efforts to make him-/herself available, the Chair of the ISP may decide upon a date and, if the student does not attend, may proceed with the panel in his/ her absence.
- Students will be given written details of the nature of the concerns which have been raised at the same time as the written notice of the ISP
- Students may be accompanied by someone who is a member of College such as a fellow student, a representative of the Students' Union or other member of staff who may speak at the hearing, though the student is expected to represent him-/herself.
- Students will be given a written note of the meeting, and if they do not agree with the note prepared by the School they may submit their own written note of the meeting within seven working days.
- Should the concerns raised against the student have merit then the HCPC will be advised of the outcome of the ISP in accordance with paragraphs 10 and 11 of the *Fitness to Practise Procedures*.
- A written record of the ISP meeting and the outcome will be maintained on the student's file in the academic department/school and Student Administration.

# Approval and Suspension of College Academic Regulations

1. Responsibility of Academic Board
2. Delegation by Academic Board
3. Approval of academic regulations
4. Suspension of academic regulations

## ROLE OF ACADEMIC BOARD

### 1. Responsibility of Academic Board

- (1) Regulation 1 of the University of London requires that the Academic Board shall be responsible for making arrangements for:
  - (a) the approval of academic quality assurance procedures, including the consideration and approval of general and subject specific academic regulations, and their amendment;
  - (b) the suspension of academic regulations.

### 2. Delegation by Academic Board

- (1) The Terms of Reference of the Academic Board state that the Academic Board may establish committees, boards or panels, and delegate responsibilities to such bodies as appropriate, in accordance with any requirements laid down by the Statutes or by Council.
- (2) College academic regulations and related procedures shall in all cases comply with the provisions and requirements of the University of London Ordinances and Regulations. In particular the authority to award degrees under Regulation 1 may not be delegated by the College to any individual, organisation or body outside the College.
- (3) The Academic Board shall have the power to enquire into any aspect of the operation of individuals or bodies to which it has delegated its responsibilities, and to require a written response.

## APPROVAL AND SUSPENSION OF ACADEMIC REGULATIONS

### 3. Approval of regulations

- (1) Additions and other amendments to the College academic regulations shall be subject to approval by the Academic Board. The Academic Board shall consider and determine the date from which such regulations take effect and the categories of students to whom they shall apply. The Academic Board's powers of approval may, when circumstances require, be exercised by its Chair subject only to the requirement that any such action be reported to the members of the Board at its next meeting or otherwise.
- (2) Academic regulations approved by the Academic Board may permit the prescription by departments of individual course requirements, such as submission dates for assessed work and the like, which shall normally be notified annually to students. Where the regulations so permit,

such requirements shall be regarded as part of the relevant course regulations but the amendment of such requirements shall not otherwise be subject to consideration and approval by the Academic Board.

- (3) The College academic regulations are published annually in September. Amendments which may be approved in the course of an academic year will be published in the regulations for the following academic year. Major amendments will normally be incorporated in the published regulations not later than the beginning of the year in which they come into force.

#### **4. Suspension of academic regulations**

- (1) All requests for the suspension of College academic regulations will be considered by the Academic Board, by the Chair acting on its behalf, or by appropriate bodies to which the Academic Board has delegated this responsibility.
- (2) Requests must be submitted in writing to the Director of Academic Services or his/her nominee by the Head of an academic department or some other appropriate officer of the College, stating the reason for the request. All requests and the decisions taken shall be recorded by the Director of Academic Services or his/her nominee.
- (3) Suspension of academic regulations will be considered only in exceptional cases, in particular where an urgent decision is necessary in the interests of an individual student and where amendment of these regulations is inappropriate. No regulation may be suspended where to do so would breach any of the University of London Ordinances or Regulations.
- (4) No amendment to the method of assessment of modules and courses shall be approved after the first day of the academic year unless the students concerned have been consulted and given an opportunity to comment in writing.



## 1. Introduction and Purpose

- 1.1 The computing resources at Royal Holloway support the educational, instructional, research, administrative and voluntary activities of the college and the use of these resources is a privilege that is extended to members of the Royal Holloway community.
- 1.2 As a user of these services and facilities, you have access to valuable Royal Holloway resources, to sensitive data, and to internal and external networks. Consequently, it is important for you to consistently behave in a responsible, ethical, equitable and legal manner.
- 1.3 In general terms, 'acceptable use' means respecting the rights of other computer users, the integrity of the college's physical facilities and all pertinent license and contractual agreements. Inappropriate use or behaviour exposes Royal Holloway to risks including malware attacks, the compromise of network systems and services, and legal issues.
- 1.4 Compliance with this policy is mandatory. If an individual is found to be in violation of the Acceptable Use Policy, the College may take disciplinary action, including the restriction and possible loss of network privileges. A serious violation could result action being undertaken under the Staff Disciplinary Policy and Procedure or the Student Conduct Regulations.
- 1.5 Individuals are subject to United Kingdom laws governing the many interactions that occur on the Internet. These policies and laws are subject to change as UK law develops and changes.
- 1.6 As a member of the Royal Holloway University of London community, the college provides you with the use of scholarly and/or work-related tools, including access to the Library, to certain computer systems, servers, software and databases, to the campus telephone and voice mail systems, and to the Internet.
- 1.7 You are responsible for knowing the policies and standards of the College that apply to appropriate use of its technologies and resources.
- 1.8 You are responsible for exercising good judgment in the use of the College's technological and information resources.
- 1.9 As a representative of the Royal Holloway community, when representing the College you are expected to respect the good name of Royal Holloway in your electronic and online dealings with those outside the College.

## 2. Scope

- 2.1 This policy applies to all users of Royal Holloway's computing resources, networks and data. Individuals covered by the policy include (but are not limited to) Royal Holloway, staff, students, alumni, guests or agents of the administration, external individuals (e.g. 'visiting fellows') and organizations accessing network services via Royal Holloway's computing facilities and networks
- 2.2 Computing resources include all Royal Holloway owned, licensed, or managed hardware and software, and use of the Royal Holloway network via a physical or wireless connection, regardless of the ownership of the computer or device connected to the network.

## 3. Policy Statement

### 3.1 Information Security Awareness

- 3.1.1 Royal Holloway is committed to establishing an information security-aware culture to help protect its information assets.
- 3.1.2 All new users must acknowledge and accept the Acceptable Use agreement before access to Royal Holloway systems is granted.

### 3.2 New Staff and students (Joiners)

- 3.2.1 All new staff must complete information security awareness training within an established training timeline and regularly thereafter.
- 3.2.2 Information security awareness training must be provided as part of new student induction processes with opportunities for regular refreshers made available thereafter.

- 3.2.3 Records demonstrating the completion of staff security awareness training should be maintained by the staff member and their line manager or at an appropriate departmental or organisational level.

### 3.3 **Job specific training requirements**

- 3.3.1 Some staff may have job functions which require additional information security training.
- 3.3.2 Royal Holloway will provide the additional training requirements as needed. (Examples may include staff who have access to systems that store confidential information or job responsibilities such as developers and database administrators.)

### 3.4 **Acceptable Use**

It is unacceptable for any person to use Royal Holloway, information technology resources:

- 3.4.1 In the furtherance of any illegal act, including violation of any criminal or civil laws.
- 3.4.2 In the furtherance of any act in violation of College Regulations, Policies and Standards.
- 3.4.3 To send threatening or harassing messages, whether sexual or otherwise.
- 3.4.4 To create or transmit, or cause the transmission, of any offensive, obscene or indecent images, data or other material capable of being resolved into obscene or indecent images or material unless lawful and properly supervised in for example, approved teaching or research.
- 3.4.5 To infringe any intellectual property rights (i.e. copyright infringement such as downloading music, video or other media-related files for non-business or academic purposes or storage of such files on network drives).
- 3.4.6 For any commercial purpose (i.e. for personal gain) which has not been sanctioned by the College.
- 3.4.7 For any political purposes which embrace extremism, racism, religious intolerance, advocate or support threats to life, advocate or support acts of terrorism or which threaten the United Kingdom's safety or economic wellbeing.
- 3.4.8 For any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs.
- 3.4.9 To use another individual's account, or to attempt to capture or guess other users' passwords.
- 3.4.10 To attempt to intercept access, amend, damage, delete or disseminate another person's files, emails, communications or data without the appropriate authority.
- 3.4.11 To distribute chain emails, or knowingly participate in fraud or be knowingly complicit, or behave in a negligent manner, in the distribution of malicious communications (i.e., phishing e-mails).
- 3.4.12 To libel or otherwise defame any person.
- 3.4.13 To provide unauthorised views or commitments that could appear to be on behalf of Royal Holloway.
- 3.4.14 To use any type of applications and/or devices to circumvent access management or security controls on Royal provided applications and service and/or devices.
- 3.4.15 To download or install unauthorised (e.g. unlicensed, pirated) software onto Royal Holloway managed or issued devices.
- 3.4.16 To attempt to access restricted portions of the network, an operating system, security software or other administrative applications without appropriate authorization by the system owner or administrator.
- 3.4.17 To use tools that are normally used to assess security or to attack computer systems or networks (e.g., password 'crackers,' vulnerability scanners, network sniffers, etc.) on the Royal Holloway information systems or network resources unless you have been specifically authorised to do so by the Chief Information Officer (i.e., delegated via the Cybersecurity team).
- 3.4.18 To use tools which would constitute a denial of service, or distributed denial of service attack.

### 3.5 **Email usage**

- 3.5.1 Do not conduct Royal Holloway's business or academic purpose, through a personal email account.
- 3.5.2 Do not use email accounts for commercial purposes unrelated to Royal Holloway's business or academic purpose.
- 3.5.3 Do not use a Royal Holloway email address for personal activities including purchasing and selling of goods, internet banking, or other sensitive personal correspondence (e.g., legal or medical).
- 3.5.4 You are advised not to use College email accounts for personal communication where possible, the incidental use of our systems to send personal email is permitted, subject to certain conditions. Personal use is a privilege and not a right
- 3.5.5 Personal uses must meet the following conditions:
  - 3.5.5.1 It must be minimal and take place substantially outside of normal working hours (that is, during your lunch break and before or after work)
  - 3.5.5.2 It must not affect your work or interfere with the business of the College



- 3.5.6 Do not send sensitive information to a personal e-mail account (i.e., sensitive information must not be sent outside of the Royal Holloway network via the sending, forwarding or redirection of e-mails to personal e-mail accounts.)
- 3.5.7 Do not send sensitive information to any recipient not authorised to receive such information.
- 3.5.8 Do not use email to transmit sensitive information in an unencrypted format.
- 3.5.9 Do not try to assume the identity of another user or create or send material designed to mislead people about who originated or authorised it (e.g., through misuse of scanned signatures)
- 3.5.10 Do not engage in mass transmission of unsolicited emails (SPAM).
- 3.5.11 Be vigilant to phishing emails and know how to spot and report suspicious emails.

### 3.6 **Secure workspace**

- 3.6.1 Staff are responsible for keeping all portable devices assigned to them safe and secure and must immediately report any loss or damage of their equipment to their line manager and the IT Service Desk.
- 3.6.2 Staff when travelling must carry laptops as hand luggage and avoid leaving portable devices vulnerable to theft (i.e. in sight in a parked vehicle or unattended in a public place).
- 3.6.3 Staff must keep their assigned workspace secure (e.g., lock confidential information in drawers, use cable locks) if issued by Royal Holloway.
- 3.6.4 Staff must be mindful of using mobile devices (e.g., smartphones and tablets) with access to Royal Holloway information and they should be secured with a password that meets any published College standard.
- 3.6.5 Documents containing sensitive information that are sent to a shared printer must be retrieved immediately to reduce the risk of unauthorised access.
- 3.6.6 Staff must return all Royal Holloway equipment and information assets when leaving Royal Holloway. Line Managers of Royal Holloway Staff must complete all appropriate exit procedures with leavers.

### 3.7 **Privacy and monitoring**

- 3.7.1 The access to and use of Royal Holloway owned information systems and assets is subject to monitoring and review, all users should have no expectation of privacy with respect to the Royal Holloway's communications systems.
- 3.7.2 Royal Holloway's communications systems (e.g., emails, instant messages, Internet usage) may be monitored, logged, reviewed, recorded and/or investigated to support the safety and security of its users and compliance with this policy.
- 3.7.3 Records of activity on these systems may be used by Royal Holloway and/or turned over to law enforcement authorities and other authorised third parties.
- 3.7.4 All users must be aware that network administrators, in order to ensure proper network operations, routinely monitor network traffic.
- 3.7.5 The College, when reasonable and in pursuit of legitimate needs for supervision, control, and the efficient and proper operation of the workplace retains the right to inspect any user's computer, any information contained in it, and any information sent or received by that computer.

### 3.8 **Information protection requirements**

- 3.8.1 The confidentiality and integrity of information must be protected at rest, in use and in transit. Staff must adhere to the following guidelines.
- 3.8.2 Information at rest
- 3.8.3 Store College data on access-restricted / controlled Shared Folders or Drives (e.g., Departmental Share, College provided SharePoint resources).
- 3.8.4 Encrypt or password-protect removable media that contains confidential information such as USB drives and mobile devices.
- 3.8.5 Dispose of confidential information only after confirming compliance with records retention policies, regulatory requirements, or legal obligations.
- 3.8.6 Information in use
- 3.8.7 For access to systems that host sensitive information Staff must request access using an approved access request process/tool and be positively authenticated (i.e., have an established College Account in Active Directory or another Royal Holloway authorised authentication source).
- 3.8.8 Use the minimum amount of sensitive data, such as Personally Identifiable information (PII), necessary to support business operations.
- 3.8.9 Information in transit

- 3.8.10 Use Royal Holloway issued or approved encryption solutions to protect the integrity of confidential information that will be transmitted outside of Royal Holloway.
- 3.8.11 Information classification requirements
- 3.8.12 All users must adhere to any College published information classification system and ensure that appropriate measures are taken to protect information commensurate with its value to the College.

### 3.9 **User Authentication**

- 3.9.1 Users of Royal Information Systems must have an active user ID to access information assets on College networks.
- 3.9.2 Information assets that access or store or process sensitive information should authenticate a user's identity and a token in their possession (e.g., password and MFA application) prior to granting access.

#### 3.9.3 **User Access requests**

- 3.9.3.1 Users must request access to technology infrastructure and/or applications required for job responsibilities using College approved access request processes and tools.

#### 3.9.4 **Principle of Least privilege**

- 3.9.4.1 Users must not be granted access to technology infrastructure and/or applications that are not required to perform his/her job responsibilities. Managers and course tutors are responsible for ensuring their direct reports or students have the appropriate access to systems.
- 3.9.4.2 Reviews of user's access to applications and/or technology infrastructure will be performed by Managers at least annually to ensure access is appropriate to perform his/her job responsibilities.

#### 3.9.5 **Segregation of duties**

- 3.9.5.1 Users must not be granted access to information assets that would allow entitlements to perform job responsibilities that are not compatible with each other (e.g., having the ability to both request and approve a change).

#### 3.9.6 **Password Protection**

- 3.9.6.1 Passwords provide a foundational security control to protect access to systems, technology infrastructure, applications and information. Consider passwords as Confidential information and adhere to any Published Royal Holloway password requirements.

### 3.10 **Network Access**

- 3.10.1 Royal Holloway wired network access is restricted to authorized users only. Users must have a domain user identity to access the network.

#### 3.10.2 **Wireless Access**

- 3.10.2.1 Wireless networks are inherently less secure than wired networks. Without using any application to support security and privacy, wireless networks should be regarded as being open and not secure.
- 3.10.2.2 At Royal Holloway University we have chosen not to encrypt our wireless traffic and use application encryption instead (such as HTTPS or SSH).
- 3.10.2.3 All users must assess the risks of using the Royal Holloway WI-FI network with sensitive information assets. Additional protection may be required when handling sensitive or confidential information using the Wi-Fi network.

#### 3.10.3 **Remote Access**

- 3.10.3.1 Users who access the Royal Holloway network remotely must be authenticated prior to establishing a network connection.

### 3.11 **Physical Access**

- 3.11.1 Royal Holloway facilities that house systems, data and information assets must have appropriate physical access controls to protect them from unauthorised access.
- 3.11.2 Users must have a Royal Holloway identification and be prepared to show it, if requested by building security, IT Service Desk staff or the Cybersecurity team.
- 3.11.3 Only authorised persons are allowed into access-controlled areas. Visitors may be permitted access when authorised but must be escorted in controlled areas.
- 3.11.4 Circumventing established access control systems (e.g., propping doors open or tampering with turnstiles) is prohibited.

## 4. **Roles and Responsibilities**

- 4.1 Compliance with this document is mandatory for all users of Royal Holloway Information Technology resources.
- 4.2 The IT Services Department is responsible for the implementation of this policy and may enlist other departments to assist in the monitoring and maintenance of compliance with this policy.
- 4.3 Any inquiries or comments regarding this policy shall be submitted to the IT Services Team by sending an email to [ITServiceDesk@rhul.ac.uk](mailto:ITServiceDesk@rhul.ac.uk).

## 5. Related Documents

- 5.1 ISO/IEC 27001:2013 Information Security Standard; <https://www.bsigroup.com/en-GB/iso-27001-information-security/BS-EN-ISO-IEC-27001-2017/>

## 6. Monitoring and Compliance

- 6.1 If for any reason users are unable to comply with this policy or require use of technology which is outside its scope, this should be discussed with their line manager in the first instance (for staff) and then the IT Services team who can provide advice on escalation/exception routes.
- 6.2 Exceptions to any part of this document must be requested via email to the IT Services team. A policy exception may be granted only if the benefits of the exception outweigh the increased risks, as determined by the Chief Information Officer.
- 6.3 Exceptions to this policy must be maintained on a risk register for accountability, traceability, and security governance reporting to senior management.

## 7. Document Control Information

Policy Owner ( <i>usually Director-level</i> )	Chief Information Officer
Approving Body	Executive Board
Approved on	16/02/2021
To be reviewed before	16/02/2022

Version History		
Version (newest to oldest)	Date of approval	Summary of changes
1.0	16/02/2021	First Approval

## Library regulations

The Library expects that:

- Library users and staff treat each other with respect and consideration.
- Library users and staff respect private and College property.
- Library users comply with requests made by Library staff and security officers.
- Library users act in a manner consistent with these regulations and other Library policies.

### A. Membership and access

1. Students and staff of the College, Members of the Council, Fellows and Honorary Associates, are entitled to free membership of the Library.
2. Intercollegiate students attending the College as an integral part of a taught course are entitled to free membership of the Library. Students studying a course with a partner organisation may be entitled to free membership of the Library, subject to the arrangements for their course.
3. Alumni and retired staff are entitled to free membership of the Library, subject to the [external users guidelines](#).
4. Members of external organisations may be granted permission to use the Library, subject to the [external users guidelines](#). In some instances, charges may apply.
5. All members of the public can have free reference access to the Library, subject to the [external users guidelines](#).
6. Personal assistants accompanying Library users with disabilities are entitled to access to the Library.
7. At the discretion of the Director, Library access might be restricted during busy periods.
8. Visitors and external users may be required to advanced notice before visiting the Library. Advanced notice and permission are required before groups of visitors are admitted to the Library.
9. Children under 18 must be supervised by an adult at all times in line with the College [policy](#).
10. All users within the Library may be required to present their membership cards, or other form of identity if requested to do so by a member of the Library staff or security officer. Library cards are not transferable. Their loss should be reported immediately.
11. Registered users must inform the Library of any change of name or address.

### B. Borrowing

12. Most Library material on the open shelves may be borrowed unless already requested by another user. The number and duration of loans may vary, and will be outlined on the [Library website](#).
13. No items may be removed from the Library without first being issued.
14. Items loaned to a user are for their personal use and may not be transferred to another person. They remain the responsibility of the user until returned to the Library and the loan is cancelled.

15. All items on loan must be returned by their due date and time.
16. Any item may be renewed if not required or reserved by another user, provided no outstanding fines exist on the user's record. If an item is requested by another user, it must be returned without delay.
17. Library [fines](#) may be charged for the late return of items.
18. Library staff will not be held responsible for non-receipt of communications from the Library regarding overdue or recalled material or other matters.

### **C. Conduct**

19. Users, staff and other members of the public have the right to feel safe at all times whilst within the Library premises, and are expected to show responsibility, respect and consideration to others in maintaining an environment suitable for study.
20. Users must comply with any guidelines on social distancing, the use of face coverings or other protective measures as may apply from time to time.
21. Users are required to vacate the Library at designated closing times, upon hearing emergency sirens or at other times when requested by Library staff.
22. Conversation and noise are acceptable in group study areas of the Library but should be kept to a minimum so as not to disturb others.
23. Some areas are designated for silent study only. All Library users should consider others and take all conversation and noise away from these silent study areas.
24. Mobile phone conversations are permitted in group study areas but should be kept to a minimum so as not to disturb other users. Mobile phone conversations are not permitted in silent study areas.
25. Study places may not be reserved for longer than 45 minutes and only in accordance with the Library's current study space reservation process. Library staff may remove any item left at an unoccupied place after 45 minutes.
26. Personal property is brought into the Library at the owner's risk and may be inspected by the Library staff at any time. Users should not leave personal belongings unattended at any time.
27. With the exception of mobility aids, personal transportation vehicles may not be used in the Library.
28. With the exception of assistance dogs, animals are not permitted in the Library in line with the College [policy](#).
29. Consumption of food or non-alcoholic drinks is permitted in the Library, but users are asked to take all rubbish with them when leaving the premises, or use the bins provided. Please be considerate towards other users when consuming food or drinks.
30. Smoking or vaping (including the use of e-cigarettes) is forbidden in the Library and on the Study Terrace, in line with the College [smoking policy](#).
31. The Library is an alcohol and drugs free zone and users will be asked to leave the premises if found to be under the influence or in possession of alcohol. Possession, use, or supply of illegal drugs on the Library premises will result in actions in line with the College [alcohol, drugs and substance misuse policy](#).

32. Filming or photography in the Library or on the Study Terrace requires permission from the Director or their representative, and is subject to the [Guidelines on Filming and Photography in the Library](#).
33. Advertising in the Library is only permitted with the authorisation of the Director or their representative. All unauthorised leaflets and posters will be removed.
34. Users are forbidden to deface, damage or interfere with Library material, equipment, furniture or fixtures.
35. Users of the Library's services and collections are obliged to abide by current legislation on copyright, data protection and computer misuse. The use of photocopiers must comply with the terms of the Copyright, Designs and Patents Act 1988, as amended in 2014, and users will be held personally responsible for any breach of this and related legislation. When using IT equipment or software [IT regulations](#) should be adhered to at all times.
36. Users must comply with the terms of licence agreements that the College signs with information suppliers.
37. The Library does not provide space for academic teaching, sports activities, social and political events or [religious observance](#). Excepted from this are agreed specialised art store and archive collection classes.

#### **D. Penalties**

38. Users failing to observe borrowing regulations may be subject to fines and to suspension of borrowing privileges. Fines should be paid at once and in full unless extenuating circumstances have been presented.
39. Users responsible for damage to or loss of Library content and equipment including laptops will be required to pay the full replacement cost, and an administrative fee will be charged.
40. In the case of a user attempting to steal or damage Library property, or having been discovered to have done so, the matter will be referred to Security staff in line with [College regulations](#).
41. Users failing to observe silence in designated silent study areas may be asked to leave the Library premises and may risk suspension of borrowing privileges for specified periods.
42. Serious or persistent offences against Library regulations will be dealt with in accordance with [College regulations](#).
43. The Director of Library or their representative reserves the right to refer serious matters to College Security or the police.

#### **E. Guarantee of service**

44. The Library is committed to providing the highest possible levels of service to all our users. Your opinions on our services are always welcome and can be emailed to [library@rhul.ac.uk](mailto:library@rhul.ac.uk).
45. All feedback or complaints about the Library will be answered and followed up according to these procedures.

# College Card Policy



## Introduction

Your College Card identifies you as a student of Royal Holloway, University of London. It acts as proof of your identity on campus and allows you to access a range of College facilities and services including the Library, Sports Centre (if you are a member), IT Services and the Students' Union.

## Conditions of Use

When starting a new degree course at Royal Holloway you will be issued with a College Card. The card will only be fully activated once you have completed all stages of enrolment and will be deactivated if you fail to complete enrolment by the given enrolment deadline.

As a College Card holder you must:

1. Carry your card with you at all times when you are on College premises.
2. Present your College Card on request to College staff or their authorised agents. You will be asked to present your College Card when accessing a range of facilities and also to gain entry into formal examinations.
3. Use your card responsibly. The card is unique to you and is non-transferrable. You should never allow anyone else to borrow or use your College card.
4. Only have one card. If you lose your card and get a replacement and then find your old card you will need to hand-in the old card to the Student Services Centre.

Please note that the card remains the property of Royal Holloway, University of London at all times.

If you find a College Card on campus please return it to the [Student Services Centre](#). Outside of opening hours, please return it to the Security team in Founder's East.

If you have lost your card or it has been stolen it is important that you report it straightway to the Student Services Centre. We can then apply a temporary block on your card until you find it or get a replacement.

## Campus Account

Your College Card will also give you access to your Campus Account. When your Account is in credit, you will be able to pay for purchases in the many dining halls, cafes, bars and shops on campus with your College Card. Your Campus Account works in much the same way as a MAESTRO or Visa Delta account and offers a number of benefits including:

1. All students automatically save paying the VAT (20 per cent) on most food and hot drinks bought in College run outlets with their Campus Account.
2. You can top up online through **UpayChilli** or at any of the automatic Top-up Points across campus.

3. There is a 'Campus Account Fast Track' till at The Store on Campus for those paying by College Card.
4. You can set up a link between your Campus Account and bank account, making budgeting and checks on spending really easy and, have ready access to your money on campus.
5. We provide a £2 overdraft on all Campus Accounts. This means if you spend a little too much or have forgotten to top up, you can still get your savings.
6. For every pound you spend in a transaction, we'll give you a loyalty point which can be cashed in once you have amassed a minimum of 100 points (each loyalty point is equivalent to 1 pence) saving you even more.
7. Using your Campus Account is a lot more secure than cash. Your College Card carries a photograph of you, which decreases the likelihood of it being used fraudulently.

Please see the following terms and conditions of the Campus Account:

1. The Campus Account is only available to students, staff and contractors of Royal Holloway, University of London.
2. Royal Holloway, University of London is not liable for any financial loss incurred prior to a card being reported lost/stolen.
3. The Campus Account is strictly non-transferable and may not be used by other people.
4. Sufficient funds must be in place before a purchase can be made from the Campus Account.
5. The Campus Account may be used in all catering/retail outlets managed by Campus Services.

### **Card Replacement**

In the event that you need a replacement card please read the relevant option below:

### **Expiry Date and Expired Cards**

The expiry date on the card will be the anticipated end date for your degree course at the time of issue. If your card has expired you will need to return it to the Student Services Centre, we will replace it free of charge.

### **Lost or Stolen cards**

We know things don't always go to plan so we offer one free replacement if your card is lost or stolen during your programme of study.

Once you have had your free replacement, if your card is lost or stolen again you will be charged a fee of £10 for every future replacement.

### **Damaged cards**

If your card is damaged as a result of reasonable wear and tear, please return it to the Student Services Centre and we will replace it free of charge.

Please note we reserve the right to charge £10 for the replacement if your card has been wilfully damaged.



## College Card Photo

You are required to provide a photo for your College Card. Before starting a course of study you will be given the opportunity to upload a passport sized photo via the Enrolment tab in the student portal Campus Connect. Photos must be the requirements specified in the [Photo Selection Guide](#), all photos are subject to approval before being used on the College Card.

If you request to change your photo after you have submitted a photo you will be charged a fee of £10 to re-print your College Card. If during your course of study your appearance changes significantly we will not charge a fee to re-print your College Card.

## Interruption of Studies, Withdrawal or De-Registration

If a student interrupts their study they should retain their College card for use on their return. Once they have resumed their studies they can replace their College Card shortly before it expires as per the Card Replacement process.

If a student withdraws or is otherwise deregistered from the College they must return their College Card to the Student Services Centre prior to leaving.

## Further Information

If you have any other questions about your College Card please contact the [Student Services Centre](#).

Approved by:	Student Transition and Experience Committee
Date:	June 2021

## 1. Introduction and Purpose

- 1.1 The College needs to collect, store and use information about its staff, students, applicants, former students and others in order to carry on its business as an institution of higher education and to meet its legal obligations to funding bodies and government. The purpose of this policy is to outline how the College meets its statutory obligations with regard to Personal and Special Category (Sensitive) data.

## 2. Scope

- 2.1 This policy covers all Processing activities and supporting Information Systems involving Personal or Special Category Data where the College acts as the Controller.
- 2.2 This policy covers all global geographic territories, this includes Third Countries outside the UK and European Union (EU).
- 2.3 This policy applies to all personal information processed by the College in both electronic and physical record systems and should be followed by staff, students, contractors, third parties and anyone who processes Personal or Special Category Data on behalf of the College.
- 2.4 This policy takes precedence over any other College policy on matters relating to data protection.

## 3. Policy Statement

- 3.1 Royal Holloway, University of London (the College) is committed to ensuring the processing of Personal and Special Category Data relating to individuals is carried out in such a way as to protect the privacy of individuals and to comply with relevant legislation, in particular the UK General Data Protection Regulation ('UK GDPR'), the Data Protection Act 2018 and the Privacy & Electronic Communications Regulation 2003 ('PECR')
- 3.2 The 'UK GDPR' has six fundamental principles, all processing activities for and on behalf of the College shall be:
- Collected for specified, explicit and legitimate purposes only
  - Accurate and, where necessary, kept up to date
  - Retained only for as long as necessary
  - Processed lawfully, fairly and in a transparent manner
  - Processed securely, in an appropriate manner to maintain security
  - Adequate, relevant and limited to what is necessary
- 3.3 Failure to comply with the principles of 'UK GDPR' may leave the College open to substantial fines.
- 3.4 The 'UK GDPR' also provides individuals with the following rights:
- The right to be informed
  - The right of access
  - The right to rectification
  - The right to erasure
  - The right to restrict processing
  - The right to data portability
  - The right to object
  - Rights in relation to automated decision making and profiling.
- 3.5 Information about how to exercise these rights is located on the College's website.

## 4. Roles and Responsibilities

### Responsibilities of the College

- 4.1 The College is the Data Controller as defined in the 'UK GDPR' and is ultimately responsible for the implementation of the regulation.

- 4.2 The College appoints a Data Protection Officer (DPO) who is the primary contact to the Information Commissioner's Office (ICO). This role is carried out in accordance with Articles 37-39 of the 'UK GDPR'. The Data Protection Officer is responsible for:
- Informing and advising the College of its data protection obligations
  - Monitoring compliance
  - Awareness-raising and training of staff
  - Undertaking internal audits of data protection
  - Providing advice on data protection impact assessments
  - Cooperating with the Information Commissioner (ICO) and acting as the contact point for any issues relating to processing

#### Responsibilities of Staff

- 4.3 Heads of Departments and Professional Services are responsible for ensuring this policy is observed in their units and that staff complete Data Protection training as required.
- 4.4 Anyone who collects, stores or uses personal data on behalf of the College must comply with data protection principles. Staff whose role requires them to process information about other people (including information connected with employment, academic study or personal circumstances) must comply with the College's policies and procedures relating to data protection.
- 4.5 Staff who commission or employ third parties to process or handle personal data on behalf of or in connection with the College must ensure that the details of such processing is subject to a written agreement that is compliant with 'UK GDPR between the College and the third party.
- 4.6 Personal data processed, hosted or transferred outside the UK should be subject to additional safeguards and staff should seek appropriate advice before proceeding.

#### Responsibilities of Students

- 4.7 Students who are considering processing personal data as part of their programme must do so under the supervision of the member of staff responsible for their course. Students processing personal data, other than as part of their course, are required to make an individual notification to the Information Commissioner's Office.

#### Responsibilities of Council

- 4.8 Council members may receive confidential information that may include data that allows an individual to be identified. Independent members may be asked to serve on staff disciplinary hearings where they will learn of individual personal circumstances. All Council members will consider such information as confidential and the induction agenda for Council members will address this requirement.

### **5. Related Documents**

- 5.1 This policy should not be read in isolation. The following policies also include specific supporting requirements:
- UK GDPR and working from home
  - UK GDPR and lecture recording
  - Records Retention Policy
  - Personal Data Breach Reporting
  - Staff Email Usage Policy
  - Information Security Policy
  - Data Back-up Policy
  - Research Ethics Policy
  - Research Data Management Policy
  - Code of practice in relation to releasing information to third parties
- 5.2 All related policies can be found on the College's Policy Hub webpages.

## 6. Monitoring and Compliance

- 6.1 The Executive Board will receive an annual report about how the College has responded to its obligations under the legislation.
- 6.2 Data Protection compliance will be reported at; the Audit, Risk and Compliance Committee (ARCC), Information Governance Committee (IGC) and Principals Advisory Group (PAG).
- 6.3 All suspected data breaches must be handled in accordance with the Personal Data Breach Procedure.

## 7. Definitions and Further Information

- 7.1 The following terms are defined in data protection legislation:  
Personal data – any information relating to an identifiable person who can be directly or indirectly identified, in particular by reference to an identifier (e.g. name, identification number, location data or online identifier).  
Special category personal data – the following types of personal data (specified in data protection legislation) which are particularly sensitive and private in nature, and therefore more likely to cause distress and damage if compromised:
  - Racial or ethnic origin
  - Political opinions
  - Religious or philosophical beliefs
  - Trade union membership
  - Health related conditions (physical or mental health)
  - Sex life and sexual orientation
  - Commission or alleged commission of any criminal offence
  - Genetic data
  - Biometric data, where processed to uniquely identify an individualData subject – the individual to whom the personal data relates  
Data controller – determines the purposes and means of processing personal data.  
Data processor – responsible for processing personal data on behalf of a controller.  
Data breach – a security incident that affects the confidentiality, integrity or availability of personal data. A data breach occurs whenever any personal data is: lost; corrupted; unintentionally destroyed or disclosed; accessed or passed on without proper authorisation; or made unavailable and this unavailability has a significant negative effect on the data subjects.
- 7.2 If anyone considers that this policy has not been followed they should raise the matter with the Data Protection Officer.
- 7.3 Further information on the interpretation and application of this policy may be obtained from [dataprotection@rhul.ac.uk](mailto:dataprotection@rhul.ac.uk)

## 8. Document Control Information

- 8.1 The current official copy of this policy shall be located on the Policy Hub of the College's website.

Policy Owner ( <i>usually Director-level</i> )	Data Protection Officer
Operational Owner ( <i>where different to policy owner</i> )	
Approving Body	Executive Board
Approved on	16 February 2021
To be reviewed before	28 February 2023

Version History		
Version (newest to oldest)	Date of approval	Summary of changes
V2.0	16.2.2021	Update as a result of the UK leaving the EU. Additions include: Related policies, principles of 'UK GDPR', Definitions
V1.0	16.5.2018	Approved Issue

# Change of Name Policy



When you apply to study at Royal Holloway, University of London the name you provide should match the name shown on your passport, EU National Identity Card or Marriage Certificate. As part of your enrolment process we will ask to see your passport or EU National Identity Card to check that we have the correct name recorded on the student record system.

Once verified at enrolment, this is the name that will be used throughout your academic career at Royal Holloway and it will be the name that is used on your degree certificate if you successfully complete your programme of study.

## First name and family name

Your name will be recorded in the following format: **First Name** (or given name) followed by your **Family Name**.

If you are known by a single name (and do not have a first name and a family name), your name will be recorded as your 'First Name' on our records and your 'Family Name' will be left blank.

## Preferred first name

If you prefer to be known by a different or abbreviated first name (e.g. Nick instead of Nicholas), this can be entered as your preferred first name during the Online Sign-Up process or by contacting the [Student Services Centre](#) during your studies.

## Changing your name during your programme of study

If you wish to be known by a different name you can change your name at any time, provided you do not intend to deceive or defraud another person. There is no legal procedure to follow in order to change a name. You can simply start using the new name. You can change your forename or surname, add names or rearrange your existing names. As a public organisation we have a duty to prevent fraud, therefore we require you to provide evidence of the change before we can update your student record.

To update your name with the College you will need to present **one** of the following documents\* (original or a certified copy) to the [Student Services Centre](#):

- Passport
- Marriage Certificate
- Decree Absolute
- Change of Name Deed or Deed Poll
- Statutory Declaration
- Public Announcement
- Police Report (if you have adopted a new name for personal safety reasons)

If you have only recently adopted your new name, we strongly advise that the name you choose to register with us, is the name that you are planning to use on all official documents (e.g. your passport) otherwise certain institutions or organisations may not recognise your qualification in

future, if the name on your degree certificate does not match your name on other official documents.

We reserve the right to request additional evidence if there is any doubt that you are not intending to abandon use of your former name and use your new name for all purposes.

In addition to updating your name on the student record system we will also issue you with a new College Card and submit a request to IT on your behalf to update your College Email Address.

If you also wish to change your title e.g. Mr, Mrs, Miss, Ms, Mx and/or gender please just let the member of staff know when they are processing your change of name.

### **Implications of changing your first name or adding a preferred first name**

The First Name recorded on the College's student records system will appear on the following:

- College Card (used by the College and Students' Union to verify your identity)
- College email address
- Correspondence from the College
- College systems
- Class registers
- Exam registers
- Formal documentation, such as:
  - Student Status Certificate
  - Research Degree Letter
  - Letter for Visa Purposes
  - Interim Transcript
  - Results Pending Letter
  - Transcript of Results
  - Diploma Supplement
  - Degree Certificate
  - Proof of Award Letter

The Preferred First Name on the College's student records system (if you choose to add one) may appear on the following:

- Informal correspondence between you and your department or student services teams
- Some College systems, including Moodle

### **Keeping a record of your previous name**

We will keep a record of your previous name on the student record system but this will only be used to connect any documentation or records relating to your previous name to your student record.

### **Changing your name once you have completed your programme of study**

Once you have been awarded and/or left the College it is not normally possible for you to change your name on our records or on any official award documentation, except in the following circumstances:

- Change of name associated with gender transition in which case proof of the name change\* and proof of ID will be required.
- Change of name for personal safety reasons in which case proof of the name change and a Police Report will be required.

In exceptional circumstances, the College will consider name change requests for individuals who have been awarded/left the College where the request does not fulfil the above criteria. This will be at the College discretion.

### **Further Information**

If you have any questions about changing your name on your student record please contact the Student Services Centre, e-mail: [studentservices@royalholloway.ac.uk](mailto:studentservices@royalholloway.ac.uk) or telephone 01784 276641.

\*If your change of name is associated with gender transition and you do not have the documentation specified, please contact the [Student Services Centre](#) to discuss how we can best proceed with your request.

Version No.	4
Approved by:	Student Transition & Experience Committee
Date:	19/05/2021

## **Royal Holloway, University of London** **Intellectual Property and Commercial Partnering Policy 2021**

Royal Holloway, University of London (the “College”) Intellectual Property Policy (the “Policy”)

- 1) The College claims ownership of all intellectual property which is devised, made, or created:
  - a) by persons employed by the College in the course of their employment; and
  - b) by postgraduate students in the course of their postgraduate studies.

For the avoidance of doubt intellectual property covers but is not limited to algorithms, biological materials, chemical materials, data, databases, documents and other copyright protected materials (including Teaching Materials as defined in the Framework as set out in section 8) of this Policy), genetically modified organisms, human specimen, images, method descriptions, patentable technologies, patient questionnaires, plant varieties, software, technical data, technical designs, topographies, and/or prototypes.

- 2) The College also expects to own all intellectual property which is devised, made, or created:
  - a) by under-graduate students who are permitted to contribute to a College project,
  - b) by academic visitors who are permitted to contribute to a College project, or
  - c) under a services agreement or under a subcontract which the College issues.
- 3) The College requires that the individuals set out in sections 1) and 2) of this Policy acknowledge that the College is obliged to commercialize via a commercial partnering arrangement, where possible, College intellectual property because of public funding conditions and the College’s own charitable objectives.
- 4) The College's rights under section 1) of this Policy above in relation to any particular piece of intellectual property may only be waived or modified by an agreement in writing with the person concerned. Such agreements may only be authorised by the Principal or the Principal’s authorised delegate.
- 5) Notwithstanding section 1) of this Policy, the College will not assert any claim to the ownership of copyright in:
  - a) Artistic Materials (as defined in the Framework as set out in section 8) of this Policy); and
  - b) Scholarly Materials (as defined in the Framework as set out in section 8) of this Policy);

unless such materials are Teaching Materials or have been specifically commissioned by the College and are therefore University Materials (as defined in the Framework as set out in section 8) of this Policy).



- 6) For the purpose of section 5) of this Policy, University Materials are Artistic Materials or Scholarly Materials which the College has specifically employed or requested the person concerned to produce, whether in return for special payment or not.
- 7) The College grants a royalty-free license to staff leaving the College, to use Teaching Materials they have devised, made or created in the course of their employment by the College, subject to the following conditions:
- a) a useable, clearly labelled and accessible copy of the Teaching Material, whether in electronic form or other, must be left at the College;
  - b) use of the Teaching Material is strictly limited to academic purposes only;
  - c) the Teaching Material may not be used for any commercial publishing purposes whatsoever without the prior written permission of the College; provided that
  - d) where Teaching Materials have been jointly developed, all contributors would need to give permission for the Teaching Materials to be used for teaching purposes beyond the College.
- 8) The College may put in place a framework for the implementation of this Policy (the "Framework"):
- a) which pertains to matters which relate to the Policy such as obligations to maintain confidentiality and to bring suspected intellectual property infringement to the College's attention;
  - b) requiring students and such other persons as may be specified in the Framework to sign any documents necessary in order to give effect to the claim made by the College in this Policy and to waive any rights in respect of the subject-matter of the claim which may be conferred on them by Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988; and
  - c) generally for the purposes of implementing this Policy.
- 9) This Policy replaces the Intellectual Property Policy (dated 14<sup>th</sup> March 2018), the Exploitation of Inventions and Patents Code of Practise (dated 24<sup>th</sup> November 2011), and the Spin-out Company Formation Policy and Procedures (dated 27<sup>th</sup> March 2007).
- 10) This Policy shall apply to all intellectual property devised, made, or created on or after 1<sup>st</sup> January 2021 and is subject to the provisions of the Patents Act 1977, the Copyright, Designs and Patents Act 1988, and any other relevant legislation.

Approved by: Academic Board  
Date: 24<sup>th</sup> October 2020  
Review by: December 2023

**FRAMEWORK FOR THE IMPLEMENTATION OF THE  
2021 INTELLECTUAL PROPERTY AND COMMERCIAL PARTNERING POLICY**

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## **1. INTRODUCTION**

- 1.1 The University has an IP Policy which sets out i) whether or not the University owns or does not own certain IP which individuals associated with the University create, ii) why the University is obliged, where possible, to allow a third party to Commercialise University IP via a Commercial Partnering Arrangement, and iii) clarify that all individuals associated with the University need to ensure that Third Party IP is not infringed.
- 1.2 This Framework provides a detailed record of how the IP Policy is implemented, for example, by requiring Employees to take certain steps before allowing an Undergraduate Student to contribute to a University Project.
- 1.3 To keep this Framework simple, it has been written as if the relevant IP has been created by one individual. In reality IP is usually created by more than one individual and is, as a result, often co-owned. If this situation applies then any reference to "ownership" of IP in this Framework must be read as "ownership of a share" of the IP.
- 1.4 This Framework also sets out the University's approach to the Protection of University IP and how the University will share the financial rewards it receives from any Commercial Partnering Arrangement.
- 1.5 When reading this Framework, it is important to take note of **Schedule A (Glossary)** as capitalised terms used in this Framework are defined there, unless otherwise specified.
- 1.6 This Framework is effective from 1<sup>st</sup> January 2021.
- 1.7 This Framework is a living document and may be subject to change by the Innovation and Enterprise Working Group.

- 1.8 If any individual associated with the University (whether he or she is an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) has any question on the interpretation, or current status, of this Framework he or she may address this question to the Director of Research and Innovation.
- 1.9 If any individual associated with the University (whether he or she is Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) has any question about who owns (or co-owns) any particular IP he or she may address this question to the Director of Research and Innovation. If individual associated with the University (whether he or she is the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) disagrees with the Director of Research and Innovation's decision, then the matter shall be dealt with in accordance with section 17 (Dispute Procedure).
- 1.9 Questions about any IP which was created by individual associated with the University (whether he or she was an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, University of London Student, or otherwise) whether alone or together with any other Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or a Third Party at before this Framework applied will be dealt with by the Director of Research and Innovation on a case-by-case basis. If the individual associated with the University (whether he or she is Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) disagrees with the Director of Research and Innovation's decision, then the matter shall be dealt with in accordance with section 17 (Dispute Procedure).

## **2. OWNERSHIP OF IP CREATED BY AN EMPLOYEE**

- 2.1 Save as set out in section 2.2, IP created by an Employee (including a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student where he or she is also an Employee) will belong to the University as follows:
- 2.1.1 as a matter of law, rights in IP created by an Employee in the course of his or her employment or duties will automatically belong to the University;
  - 2.1.2 if an Employee creates IP outside the course of his or her employment or duties, with more than Incidental Use of University Resources, then, by doing so, he or she agrees to assign such IP to the University and will do so upon the University's request; and
  - 2.1.3 if an Employee creates IP in the course of, or pursuant to, a research agreement or other agreement with a Third Party, such IP will initially belong to the University and then, depending on the terms of the relevant agreement, to the University or the Third Party.
- 2.2 The University will not usually own:
- 2.2.1 IP created by an Employee outside the course of his or her employment or duties; or
  - 2.2.2 copyright in an Artistic Material or a Scholarly Material (see section 7 and section 8, respectively, of this Framework for further details).
- 2.3 No formal assignment of University IP from the Employee to the University is generally required as the assignment takes place through statutory provision. Nonetheless, the University may

require an Employee to sign a confirmatory assignment for any University IP he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign future IP.

- 2.4 Each Employee acknowledges that the provisions of sections 11 to 15 (which include the obligation to disclose Commercialisable University IP) apply to University IP.
- 2.5 If an Employee is unsure whether any IP he or she has created is University IP, the Employee must assume that it does and make a disclosure to the University. This includes an Employee who is employed by the University on a part-time basis needing to i) disclose IP which is potentially commercial value to the University even if the Employee believes that the IP does not belong to the University, and ii) follow the exceptions process set out in chapter 16 (Exception Procedure) to ask the University to clarify whether or not the IP is University IP. For the avoidance of doubt, the Employee must have followed the process set out in chapter 16 (Exception Procedure) before filing (or allowing to be filed) a patent application which covers IP created by the Employee or any Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student the Employee is responsible for and failure to do so may be a disciplinary offence.
- 2.6 If an Employee disputes that certain University IP belongs to the University in accordance with section 2.1 or if an Employee does not assign his or her rights in University IP to the University in accordance with section 2.3, then the University may, amongst other things:
  - 2.6.1 withdraw the Employee from the project or research programme; or
  - 2.6.2 request that the Employees ceases to use University Resources outside the course of his or her employment or duties.
- 2.7 An Employee may be asked to become an academic visitor with a Third Party. The default IP arrangement where an Employee is an academic visitor with a Third Party is that the University owns the IP created by the Employee whilst he or she is an academic visitor with the Third Party. For the avoidance of doubt, “academic visitor” in the context of this section means any situation where an Employee visits a Third Party for more than five working days other than as set out under section 2.7 (honorary academic appointment) or under section 2.8 (secondment). Before an Employee becomes an academic visitor with a Third Party, the Employee shall ask his or her Authoriser for permission indicating whether or not the default IP arrangement will apply. In the event that the Employee or the Third Party request that the non-standard IP arrangement (i.e. the Third Party will own the IP which the Employee creates whilst he or she is an academic visitor) applies, the Employee shall also explain to his or her Authoriser why the non-default IP arrangement is fair. If the Authoriser agrees that the Employee may assume such a role and the proposed IP arrangement is appropriate, the Authoriser shall confirm this to the Employee. The Employee shall then ensure that he or she has an email from the Third Party confirming the IP arrangement. In the event that the Third Party insists that an academic visitor agreement is signed this will need to be signed by the Head of Department who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.
- 2.8 An Employee may be offered an honorary academic appointment with a Third Party. The default IP arrangement where an Employee has an honorary academic appointment with a Third Party is that the University owns the IP created by the Employee whilst he or she acts under his or her honorary academic appointment with the Third Party. Before an Employee

accepts an honorary appointment, the Employee shall ask his or her Authoriser for permission indicating whether or not the default IP arrangement will apply. In the event that the Employee or the Third Party requests that the non-standard IP arrangement (i.e. the Third Party will own the IP which the Employee creates whilst he or she acts under the honorary appointment) applies, the Employee shall also explain to his or her Authoriser why the non-default IP arrangement is fair. If the Authoriser agrees that the Employee may accept the honorary academic appointment and the proposed IP arrangement is appropriate, the Authoriser shall confirm this to the Employee. The Employee shall then ensure that he or she has an email from the Third Party confirming the IP arrangement. In the event that the Third Party insists that an agreement confirming the honorary academic appointment is signed this will need to be signed by the Head of Department who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.

- 2.9 An Employee may be asked to become seconded to a Third Party. The default IP arrangement where an Employee is seconded to a Third Party, is that the Third Party owns the IP which the Employee creates during the secondment. Before an Employee becomes seconded, the Employee shall ask his or her Authoriser for permission indicating whether or not the default IP arrangement will apply. In the event that the Employee or the Third Party request that the non-standard IP arrangement (i.e. the University will own the IP which the Employee creates whilst he or she is seconded) applies, the Employee shall also explain to his or her Authoriser why the non-default IP arrangement is fair. If the Authoriser agrees that the Employee may assume such a role and the proposed IP arrangement is appropriate, the Authoriser shall confirm this to the Employee and Human Resources together with an indication of the proposed IP ownership regime. Human Resources shall then ensure that an agreement is put in place, between the University and the Third Party to define (amongst other things) who will own the IP created by the Employee whilst he or she is seconded to the Third Party.
- 2.10 An Employee must sign any document that the University reasonably requests the Employee to sign to ensure that rights in University IP, as set out in this Framework, either remain with, or are assigned to, the University.
- 2.11 In the event that another Employee, a Postgraduate Student, or an Academic Visitor wishes an Employee to assign any IP the Employee creates (whether this is University IP or otherwise) to another Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 16 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant IP.

### **3. OWNERSHIP OF IP CREATED BY A POSTGRADUATE STUDENT**

- 3.1 Save as set out in section 3.2, IP created by a Postgraduate Student will belong to the University as follows:
- 3.1.1 rights in IP created by a Postgraduate Student in the course of his or her postgraduate studies will belong to the University;
- 3.1.2 if a Postgraduate Student creates IP outside the course of his or her postgraduate studies, with more than Incidental Use of University Resources, then, by doing so, he or she agrees to assign such IP to the University and will do so upon the University's request; and

- 3.1.3 if a Postgraduate Student creates IP in the course of, or pursuant to, a research agreement or other agreement with a Third Party, such IP will initially belong to the University and then, depending on the terms of the relevant agreement, to the University or the Third Party.
- 3.2 The University will not usually own:
- 3.2.1 IP created by a Postgraduate Student outside the course of his or her postgraduate studies; or
- 3.2.2 copyright in an Artistic Material or a Scholarly Material (see section 7 and section 8, respectively, of this Framework for further details).
- 3.3 The University requires each Postgraduate Student to assign the IP he or she will create in the course of his or her postgraduate studies upon enrolment to the University. In addition, the University may require a Postgraduate Student to sign a confirmatory assignment for any University IP he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign future IP.
- 3.4 Each Postgraduate Student acknowledge that the provisions of sections 11 to 15 (which include the obligation to disclose Commercialisable University IP) apply to University IP.
- 3.5 If a Postgraduate Student is unsure whether any IP he or she has created is University IP, the Postgraduate Student must assume that it does and make a disclosure to the University. This includes a Post-Graduate who works part-time for another party, himself or herself needing to i) disclose IP which is potentially commercial value to the University even if the Post-Graduate Student believe that the IP does not belong to the University, and ii) follow the exceptions process set out in chapter 16 (Exception Procedure) to ask the University to clarify whether or not the IP is University IP. For the avoidance of doubt, the Postgraduate Student must have followed the process set out in chapter 16 (Exception Procedure) before filing (or allowing to be filed) a patent application which covers IP created by the Postgraduate Student and failure to do so may be a disciplinary offence.
- 3.6 If a Postgraduate Student does not assign his or her rights in University IP to the University in accordance with section 3.3, then the University may, amongst other things:
- 3.6.1 withdraw the Postgraduate Student from the project or research programme (whether this is a (co-)funded studentship or otherwise); or
- 3.6.2 request that the Postgraduate Student ceases to use University Resources outside the course of his or her postgraduate studies.
- 3.7 A Postgraduate Student may be asked to become an academic visitor with a Third Party. The default IP arrangement where a Postgraduate Student is an academic visitor with a Third Party is that the University owns the IP created by the Postgraduate Student whilst he or she is an academic visitor with the Third Party. For the avoidance of doubt, “academic visitor” in the context of this section means any situation where a Postgraduate Student visits a Third Party for more than five working days other than as set out under section 3.7 (honorary academic appointment) or under section 3.8 (placement). Before a Postgraduate Student becomes an academic visitor with a Third Party, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default IP arrangement will apply. In the event that the Postgraduate Student or the Third Party request that the non-standard IP

arrangement (i.e. the Third Party will own the IP which the Postgraduate Student creates whilst he or she is an academic visitor) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default IP arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student may assume such a role and the proposed IP arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student and the Doctoral School. The Postgraduate Student shall then ensure that he or she has an email from the Third Party confirming the IP arrangement. In the event that the Third Party insists that an academic visitor agreement is signed this will need to be signed by the Head of Department who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.

- 3.8 A Postgraduate Student may be offered an honorary academic appointment with a Third Party. The default IP arrangement where a Postgraduate Student has an honorary academic appointment with a Third Party is that the University owns the IP created by the Postgraduate Student whilst he or she acts under his or her honorary academic appointment with the Third Party. Before an Postgraduate Student accepts an honorary appointment, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default IP arrangement will apply. In the event that the Postgraduate Student or the Third Party requests that the non-standard IP arrangement (i.e. the Third Party will own the IP which the Postgraduate Student creates whilst he or she acts under the honorary appointment) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default IP arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student may accept the honorary academic appointment and the proposed IP arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student. The Postgraduate Student shall then ensure that he or she has an email from the Third Party confirming the IP arrangement. In the event that the Third Party insists that an agreement confirming the honorary academic appointment is signed this will need to be signed by the Head of Department who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.
- 3.9 A Postgraduate Student may be asked to have a placement with a Third Party. The default IP arrangement where a Postgraduate Student has a placement with a Third Party, is that the University owns the IP which the Postgraduate Student creates during the placement. Before a Postgraduate Student accepts the placement, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default IP arrangement will apply. In the event that the Postgraduate Student or the Third Party request that the non-standard IP arrangement (i.e. the Third Party will own the IP which the Postgraduate Student creates during the placement) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default IP arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student accept the placement and the proposed IP arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student and the Doctoral School together with an indication of the proposed IP ownership regime. The Doctoral School shall then ensure that an agreement is put in place, between the University and the Third Party to define (amongst other things) who will own the IP created by the Postgraduate Student during the placement with the Third Party.
- 3.10 A Postgraduate Student must sign any document that the University reasonably requests the Postgraduate Student to sign to ensure that rights in University IP, as set out in this Framework, either remain with, or are assigned to, the University.



- 3.11 In the event that an Employee, another Postgraduate Student, or an Academic Visitor wishes a Postgraduate Student to assign any IP the Postgraduate Student creates (whether this is University IP or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 16 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant IP.

#### **4. OWNERSHIP OF IP CREATED BY AN ACADEMIC VISITOR**

- 4.1 Save as set out in sections 4.2 and 4.3, an Academic Visitor (or his or her employer) will own the IP that he or she creates whilst he or she is an Academic Visitor.

- 4.2 If an Academic Visitor is also an Employee (whether part time or otherwise), any IP he or she creates as an Employee is subject to section 2 of this Framework.

- 4.3 Additionally, IP created by an Academic Visitor whilst he or she is an Academic Visitor will belong to the University if the Host (as set out in section 4.4) allows:

4.3.1 the Academic Visitor to participate in a University Project; or

4.3.2 the Academic Visitor to contribute to, create, or use any Teaching Material or University Material.

- 4.4 Each Academic Visitor must have a Host and the Host shall inform his or her Authoriser before he or she offers to host an individual as an Academic Visitor setting out whether section 4.3.1 or section 4.3.2 will apply. If the Authoriser agrees that it is appropriate for the individual to be an Academic Visitor, and, if relevant, for sections 4.3.1 and 4.3.2 to apply, the Authoriser shall confirm this to the Host and to Human Resources. Human Resources shall then ensure that an agreement is put in place between the University and the individual or the Third Party who employs the individual to define (amongst other things) who will own any IP created by the Academic Visitor during his or her visit.

- 4.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may host an Academic Visitor.

- 4.6 If a circumstance set out in sections 4.3.1 or 4.3.2 applies, the University requires each affected Academic Visitor to assign the IP he or she will create as a result of the acts set out in section 4.3 to the University. In addition, the University may require the Academic Visitor to sign a confirmatory assignment for any University IP he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign future IP.

- 4.7 Each Academic Visitor acknowledges that the provisions of sections 11 to 15 (which include the obligation to disclose Commercialisable University IP) apply to University IP. If an Academic Visitor is unsure whether any IP he or she has created is University IP, the Academic Visitor should discuss this with his or her Host.

- 4.8 If a circumstance set out in sections 4.3.1 or 4.3.2 applies and the affected Academic Visitor does not assign his or her rights in University IP to the University in accordance with section 4.6, then the University may, amongst other things:

4.8.1 withdraw the Academic Visitor from the University Project; or

- 4.8.2 request that the Academic Visitor ceases to contribute to, create, or use any Teaching Material or University Material.
- 4.9 In the event that an Employee, a Postgraduate Student, or another Academic Visitor wishes an Academic Visitor to assign any IP the Academic Visitor creates (whether this is University IP or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 16 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant IP.

## **5. OWNERSHIP OF IP CREATED BY AN UNDERGRADUATE STUDENT**

- 5.1 Save as set out in sections 5.2 and 5.3, an Undergraduate Student will own the IP that he or she creates whilst he or she is an Undergraduate Student. This includes the IP which an Undergraduate Student creates in his or her final year project unless any of the circumstances as set out in section 5.3 apply.
- 5.2 If an Undergraduate Student is also an Employee (whether part time or otherwise), any IP he or she creates as an Employee is subject to section 2 of this Framework.
- 5.3 Additionally, IP created by an Undergraduate Student whilst he or she is an Undergraduate Student will belong to the University if an Employee allows:
- 5.3.1 the Undergraduate Student to participate in a University Project; or
  - 5.3.2 the Undergraduate Student to contribute to, create, or use any Teaching Material or University Material.
- 5.4 If the circumstances set out in sections 5.3.1 or 5.3.2 apply, the Employee shall
- 5.4.1 inform the Undergraduate Student about the need for him or her to assign the IP before the Undergraduate Student starts any work; and
  - 5.4.2 ask Research Contracts to put the necessary agreement in place to ensure that the IP which the Undergraduate Student will create is assigned to the University.
- 5.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may allow an Undergraduate Student to carry out the acts set out in section 5.3.
- 5.6 If a circumstance set out in sections 5.3.1 or 5.3.2 applies, the University requires each affected Undergraduate Student to assign the IP he or she will create as a result of the acts set out in section 5.3 to the University. In addition, the University may require the Undergraduate Student to sign a confirmatory assignment for any University IP he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign future IP.
- 5.7 Each Undergraduate Student acknowledges that the provisions of sections 11 to 15 (which include the obligation to disclose Commercialisable University IP) apply to University IP. If an Undergraduate Student is unsure whether any IP he or she has created is University IP, the Undergraduate Student must discuss this with the Employee who allowed the Undergraduate Student to carry out an act set out in section 5.3.1 or 5.3.2.

- 5.8 If a circumstance set out in sections 5.3.1 or 5.3.2 applies and the affected Undergraduate Student does not assign his or her rights in University IP to the University in accordance with section 5.6, then the University may, amongst other things:
- 5.8.1 withdraw the Undergraduate Student from the University Project; or
  - 5.8.2 request that the Undergraduate Student ceases to contribute to, create, or use any Teaching Material or University Material.
- 5.9 Each Undergraduate Student grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-license, to use his or her Undergraduate Student IP which was created in the course of the Undergraduate Student's studies for administrative, promotional, and teaching purposes upon creation of the relevant IP and for as long as the relevant IP remains in existence.
- 5.10 In the event that an Employee, a Postgraduate Student, or an Academic Visitor wishes an Undergraduate Student to assign any IP the Undergraduate Student creates (whether this is University IP or otherwise) to another Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 16 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant IP.

## **6. OWNERSHIP OF IP CREATED BY A UNIVERSITY OF LONDON STUDENT**

- 6.1 Save as set out in sections 6.2 and 6.3, a University of London Student (or in many case his/her employer if his/her employer is funding the University of London Student) will own the IP that he or she creates whilst he or she is a University of London Student. This includes the IP which a University of London Student creates in his or her research project unless any of the circumstances as set out in section 6.3 apply.
- 6.2 If a University of London Student is also an Employee (whether part time or otherwise), any IP he or she creates as an Employee is subject to section 2 of this Framework.
- 6.3 Additionally, IP created by a University of London Student whilst he or she is a University of London Student will belong to the University if an Employee allows:
- 6.3.1 the University of London Student to participate in a University Project; or
  - 6.3.2 the University of London Student to contribute to, create, or use any Teaching Material or University Material.
- 6.4 If the circumstances set out in sections 6.3.1 or 6.3.2 apply, the Employee shall
- 6.4.1 inform the University of London Student about the need for him or her to assign the IP before the University of London Student starts any work; and
  - 6.4.2 ask Research Contracts to put the necessary agreement in place to ensure that the IP which the University of London Student will create is assigned to the University.
- 6.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may allow a University of London Student to carry out the acts set out in section 6.3.

- 6.6 If a circumstance set out in sections 6.3.1 or 6.3.2 applies, the University requires each affected University of London Student to assign the IP he or she will create as a result of the acts set out in section 6.3 to the University. In addition, the University may require the University of London Student to sign a confirmatory assignment for any University IP he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign future IP.
- 6.7 Each University of London Student acknowledges that the provisions of sections 11 to 15 (which include the obligation to disclose Commercialisable University IP) apply to University IP. If a University of London Student is unsure whether any IP he or she has created is University IP, the University of London Student must discuss this with the Employee who allowed the University of London Student to carry out an act set out in section 6.3.1 or 6.3.2.
- 6.8 If a circumstance set out in sections 6.3.1 or 6.3.2 applies and the affected University of London Student does not assign his or her rights in University IP to the University in accordance with section 5.6, then the University may, amongst other things:
- 6.8.1 withdraw the University of London Student from the University Project; or
  - 6.8.2 request that the University of London Student ceases to contribute to, create, or use any Teaching Material or University Material.
- 6.9 Each University of London Student grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-license, to use his or her University of London Student IP which was created in the course of the University of London Student's studies for administrative, promotional, and teaching purposes upon creation of the relevant IP and for as long as the relevant IP remains in existence.
- 6.10 In the event that an Employee, a Postgraduate Student, or an Academic Visitor wishes a University of London Student to assign any IP the University of London Student creates (whether this is University IP or otherwise) to another Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 16 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant IP.

## **7. ARTISTIC MATERIAL**

- 7.1 Subject to the relevant Employee or Postgraduate Student complying with the remainder of this section 7, the University waives its right to own the copyright in an Artistic Material, which means that the copyright in an Artistic Material is owned by the Employee or Postgraduate Student who created the Artistic Material, except:
- 7.1.1 where such copyright has been created with more than Incidental Use of University Resources;
  - 7.1.2 where such copyright has been created in the course of, or pursuant to, a research agreement or other agreement with a Third Party;
  - 7.1.3 in relation to any item which is a Teaching Material or a University Material; and
  - 7.1.4 where publication of the Artistic Material in question might bring the University into disrepute.

- 7.2 For the avoidance of doubt, the University does not waive any other right the University may have in the Artistic Material.
- 7.3 Each Employee and each Postgraduate Student grants to the University an irrevocable, non-exclusive, royalty- free, worldwide licence, with the right to sub-license, to use the copyright in his or her Artistic Material for administrative, promotional, teaching, and research purposes upon creation of the relevant IP and for as long as the relevant IP remains in existence.

## **8. SCHOLARLY MATERIAL**

- 8.1 Subject to the relevant Employee or Postgraduate Student complying with the remainder of this section 8, the University waives its right to own the copyright in a Scholarly Material, which means that the copyright in a Scholarly Material is owned by the Employee or Postgraduate Student who created the Scholarly Material, except:
- 8.1.1 where such copyright has been created with more than Incidental Use of University Resources;
  - 8.1.2 where such copyright has been created in the course of, or pursuant to, a research agreement or other agreement with a Third Party;
  - 8.1.3 in relation to any item which is a Teaching Material or a University Material; and
  - 8.1.4 where publication of the Scholarly Material in question might bring the University into disrepute.
- 8.2 For the avoidance of doubt, the University does not waive any other right the University may have in the Scholarly Material. For example, if an Employee writes a journal article which includes data or a questionnaire, the copyright in the journal article belongs to the Employee but the rights to the data and the questionnaire belong to the University.
- 8.3 Each Employee and each Postgraduate Student grants to the University an irrevocable, non-exclusive, royalty- free, worldwide licence, with the right to sub-license, to use the copyright in his or her Scholarly Material for administrative, promotional, research, and teaching purposes upon creation of the relevant IP and for as long as the relevant IP remains in existence.

## **9. TEACHING MATERIAL**

- 9.1 Each Employee and each Postgraduate Student shall declare to the University, on or before the start of his or her employment or postgraduate studies, any Teaching Material that he or she intends to bring with him or her for use at the University which he or she has already created and confirm the basis of his or her ongoing rights to use this Teaching Material.
- 9.2 If a circumstance set out in section 4.3.2 or section 5.3.2 applies, each affected Academic Visitor, each affected Undergraduate Student, and each affected University of London Student shall declare to the University, on or before the start of his or her visit or studies, any Teaching Material that he or she intends to bring with him or her for use at the University which he or she has already created and confirm the basis of his or her ongoing rights to use this Teaching Material.

- 9.3 The declarations set out in sections 9.1 and 9.2 must be made by completing a **Teaching Material Declaration Form**.
- 9.4 The University will own the IP in any Teaching Material created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student.
- 9.5 With respect to the Teaching Material set out in section 9.4, the University is free to:
- 9.5.1 Commercialise any such Teaching Material as it sees fit (whether for financial gain or not),
  - 9.5.2 licence or assign any such Teaching Material to Third Parties, and/or
  - 9.5.3 merge any such Teaching Material with other material created within the University or elsewhere.
- 9.6 With respect to the Teaching Material set out in section 9.4 which the University chooses to Commercialise, the University will not share any Net Income with the Originator as set out in **Schedule G (Detailed provisions about the sharing of Net Income)**.
- 9.7 Save as set out in section 9.8, the University grants to each former Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student who is an Originator a non-exclusive, royalty- free, worldwide licence to use any Teaching Material created by him or her for non-commercial teaching or research purposes.
- 9.8 Where the Teaching Material was created by a former Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student jointly with another Originator whose IP vests in the University, then the University will need to obtain consent from each other Originator before the University can grant such a licence.
- 9.9 The licence granted under section 9.7 or section 9.8 above will not continue if, for example, the use of the Teaching Material may or does:
- 9.9.1 damage the University's Commercialisation of the Teaching Material; and/or
  - 9.9.2 prejudice in any way the interests of the University.
- 9.10 If an Originator (or his or her future employer) wishes to use any Teaching Material that he or she created (whether on his or her own or jointly with others whose IP vests in the University) for commercial purposes (whether for profit or otherwise), the Originator (or his or her future employer) must enter into negotiations with the University.
- 9.11 In the case of disagreement over these negotiations, section 17 (Dispute Procedure) shall apply. Neither the former Employee nor his or her new employer is permitted to Commercialise the Teaching Material without the express written permission of the University.

## **10. UNIVERSITY MATERIAL**

- 10.1 Contrary to sections 9.1 and 9.2 (which relate to Teaching Material), it is not expected that an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student will bring any University Material that he or she already created to the University. However, should this be the case the affected Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student should contact the relevant Head of School to discuss whether this is appropriate. If the relevant Head of School

deems this to be appropriate he or she should contact Legal Services to discuss the required follow up before any such University Material are used.

- 10.2 The University will own the IP in any University Material created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student.
- 10.3 With respect to the University Material set out in section 10.2, the University is free to:
  - 10.3.1 Commercialise any such University Material as it sees fit (whether for financial gain or not),
  - 10.3.2 licence or assign any such University Material to Third Parties, and/or
  - 10.3.3 merge any such University Material with other material created within the University or elsewhere.
- 10.4 With respect to the University Material set out in section 10.2 which the University chooses to Commercialise, the University will not share any Net Income with the Originator as set out in **Schedule G (Detailed provisions about the sharing of Net Income)**.
- 10.5 In the event that an Originator ceases to be employed by, enrolled at, or have visitor status at the University and the Originator (or his or her future employer) wishes to use any University Material that the Originator created (whether on his or her own or jointly with others whose IP vests in the University whilst employed by, enrolled at, or under visitor status at the University) for any purpose (whether for profit or otherwise), the Originator (or his or her future employer) must enter into negotiations with the University.
- 10.6 In the case of disagreement over these negotiations, section 17 (Dispute Procedure) shall apply. Neither the Originator nor his or her new employer is permitted to use the University Material for any purpose (whether for profit or otherwise) without the express written permission of the University.

## **11. GENERAL REQUIREMENTS**

### **11.1 Responsibility for University IP**

- 11.1.1 It is the responsibility of each Employee to inform Research Contracts when an agreement is required to cover or has been received which relates to University IP (including any agreement which includes an obligation of confidentiality or a publication approval process).
- 11.1.2 It is the responsibility of each Postgraduate Student to inform his or her Academic Supervisor and the responsibility of each Academic Visitor to inform his or her Host when an agreement is required to cover or has been received which relates to University IP (including any agreement which includes an obligation of confidentiality or a publication approval process).
- 11.1.3 Where an Employee permits an Undergraduate Student or a University of London Student to work on a University Project, the Employee (rather than the Undergraduate Student or the University of London Student) is responsible for ensuring that this Framework is followed and that the Undergraduate Student or the University of London Student, as the case may be, signs an appropriate agreement before working on the University Project.

- 11.1.4 Each Postgraduate Student and Academic Visitor acknowledges that he or she is not permitted to ask an Undergraduate Student or a University of London Student to participate in a University Project.
- 11.1.5 The Director of Research and Innovation is the legal signatory for any agreement which relates to University IP.
- 11.1.6 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student acknowledges that he or she may not i) personally enter into any agreement which affects any University IP, ii) allow a third party to enter into any agreement which affects any University IP, iii) Protect any University IP (whether in the name of the University or otherwise), or iv) allow a third party to Protect any University IP (whether in the name of the University or otherwise); and acknowledges that failure to observe these rules can be a disciplinary offence.
- 11.1.7 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student acknowledges that he or she must inform the Director of Research and Innovation if he or she becomes aware that he or she i) did personally enter into an agreement which affects some University IP, ii) allowed a third party to enter into any agreement which affects some University IP, iii) Protected any University IP (whether in the name of the University or otherwise), or iv) allowed a third party to Protect any University IP (whether in the name of the University or otherwise).

## **11.2 Responsibility for IP other than University IP**

- 11.2.1 Once an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student who has created IP which is not University IP has verified that the IP is not University IP, that Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student, as the case may be, may himself or herself negotiate an agreement related to such IP.
- 11.2.2 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student is responsible for ensuring that the licences to the University as set out in section 5.8 (licence to certain Undergraduate Student IP), section 6.8 (licence to certain University of London Student IP), section 7.3 (licence to Artistic Material) and section 8.3 (licence to Scholarly Material) are respected in any agreement with respect to IP which is not University IP that he or she agrees to.
- 11.2.3 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student agrees upon request of the Director of Research and Innovation to share any agreement he or she has negotiated or signed which relates to IP which is not University IP with the University.
- 11.2.4 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student may offer to assign his or her IP to the University so this IP becomes University IP and becomes the responsibility of the University. Any such offer shall be made to the Director of Research and Innovation and the Director of Research and Innovation will decide whether or not the University wishes to take assignment of such IP.
- 11.2.5 Similarly as set out in section 13.8, the University may offer certain University IP to an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student and once the Employee, Postgraduate Student, Academic Visitor,



Undergraduate Student, or University of London Student, as the case may be, has agreed to take assignment of such IP understands that the University is no longer responsible for this IP.

11.2.6 Research Contracts cannot draft or review agreements which relate to IP which is not University IP.

11.2.7 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student acknowledges that it is possible that IP which was created by more than one individual may in part be University IP and in part be non-University IP (e.g. Employee IP, Postgraduate Student IP, Academic Visitor IP, Undergraduate Student IP, or University of London Student IP). If that is the case, then Research Contracts would negotiate the agreement on behalf of the University and the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student, as the case may be, would negotiate the agreement on behalf of himself or herself.

### 11.3 **Obligation to acknowledge Third Party IP and University IP**

11.3.1 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student agrees to acknowledge any Third Party IP he or she uses in the context of University IP. Guidance on how to acknowledge Third Party IP can be found in **Schedule B (Authorship, ownership and acknowledgement of Third Party IP or University IP)**.

11.3.2 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student also agrees to acknowledge any University IP he or she uses in the context of IP which is not University IP. Guidance on how to acknowledge Third Party IP can be found in **Schedule B (Authorship, ownership and acknowledgement of Third Party IP or University IP)**.

11.3.3 In the event that the University becomes aware of an incorrect acknowledgement of IP ownership it may request that the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student corrects the acknowledgment.

### 11.4 **Obligation to disclose possible infringement of IP**

11.4.1 If an Employee, Postgraduate Student, or Academic Visitor suspects, or becomes aware of, any potential or actual infringement of:

- University IP by any Third Party, or
- Third Party IP by the University,

he or she should immediately notify the Director of Research and Innovation with full details of the nature of the potential infringement.

### 11.5 **Obligation to disclose potential conflict of interest**

11.5.1 Potential conflicts of interest with respect to IP can arise through a number of circumstances. For example, a potential conflict of interest with respect to IP would arise where a Third Party owns IP (whether registered or otherwise) and asks Employee, Postgraduate Student, or Academic Visitor to produce (further) data which can be used to support the IP. Likewise, a potential conflict of interest with respect to IP would arise where

- an Employee, Postgraduate Student, or Academic Visitor owns IP (whether registered or otherwise) and wishes to produce (further) data which can be used to support the IP.
- 11.5.2 Each Employee must declare any potential conflict of interest that he or she becomes aware of in relation to IP to the Director of Research and Innovation as soon as possible.
  - 11.5.3 Each Postgraduate Student and Academic Visitor Student, as the case may be, must declare any potential conflict of interest that he or she becomes aware of in relation to IP to his or her Academic Supervisor, or Host, as applicable, as soon as possible.
  - 11.5.4 Each Employee, Postgraduate Student, and Academic Visitor agrees to notify the University of any other potential conflict of interest (e.g. receiving funds from a family member or a Third Party who is associated with a family member, allowing a family member of an existing Employee, Postgraduate Student, or Academic Visitor to also be an Employee, Postgraduate Student, or Academic Visitor) in accordance with the University's conflict of interest policy.
- 11.6 Obligation to maintain confidentiality, publication approval processes, and thesis on restricted access**
- 11.6.1 A key component of Third Party funded research, any Commercial Partnering Arrangement with a Third Party and, in the case of potentially patentable inventions, Protecting IP is maintaining confidentiality with respect to any new Research Results.
  - 11.6.2 Disclosure or publication of IP prior to filing a patent application may harm, or in certain circumstances eliminate, the opportunity to obtain patent protection for an invention.
  - 11.6.3 Each Employee, Postgraduate Student, and Academic Visitor must therefore ensure that he or she keeps information that he or she receives from or creates for a Third Party (whether this is Third Party IP or otherwise) confidential and follows any publication approval process which has been agreed with a Third Party.
  - 11.6.4 In addition each Employee, Postgraduate Student, and Academic Visitor must only use information that he or she receives from a Third Party for the purpose for which it was supplied.
  - 11.6.5 Each Employee, Postgraduate Student, and Academic Visitor must ensure that he or she keeps University IP confidential and follows the process set out in section 11.7 (Obligation to disclose potentially Commercialisable University IP) before publishing the University IP.
  - 11.6.6 A Third Party or the University may require that a dissertation or thesis submitted to the University for the award of a degree is placed on restricted access if this is necessary to comply with the terms of an agreement or the University's obligation to Commercialise via a Commercial Partnering Arrangement. The University aims to limit the time period to a maximum of a year.
  - 11.6.7 For the avoidance of doubt, an obligation to keep information confidential does not cease when the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student ceases to be associated with the University. Any (former) Employee should contact Research Contracts if he or she has any questions about this and any (former) Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student should contact his or her Academic Supervisor or Host, as the case may be, if he or she has any questions about this.

11.6.8 A breach of confidentiality by any Employee, Postgraduate Student, and Academic Visitor is a very serious matter. A wilful breach of confidentiality constitutes serious misconduct e.g. passing on confidential information of a Third Party which was provided to the University on a confidential basis or passing University confidential information to a Third Party without a suitable confidentiality agreement in place, and will be a disciplinary matter.

#### 11.7 **Obligation to disclose potentially Commercialisable University IP**

11.7.1 Each Employee, Postgraduate Student, and Academic Visitor must disclose to the University all University IP which is potentially Commercialisable and any associated material, including Research Results.

11.7.2 Where an Employee, a Postgraduate Student, or an Academic Visitor is in any doubt about whether any University IP falls within the ambit of any of the criteria set out above, then the Employee, Postgraduate Student, or Academic Visitor must assume that it does and make a disclosure to the University.

11.7.3 All disclosures to the University must be made by submitting to Research and Innovation using an **IP Disclosure Form**.

11.7.4 In return for the Employee, Postgraduate Student or Academic Visitor disclosing to the University potentially Commercialisable University IP (other than Teaching Material and University Material), the University will share the Net Income, if any, it will receive with the Employee, Postgraduate Student, or Academic Visitor in accordance with section 15 (Share of Net Income).

#### 11.8 **The University's Position on Guarantees, Pipelines, Repayments, and Warranties**

11.8.1 In negotiating agreements with Third Parties and Originator(s) relating to IP, the University will do so in line with the guidelines set out in **Schedule F (The University's Position on Guarantees, Pipelines, Repayments, and Warranties)**.

#### 11.9 **Completion of formalities**

11.9.1 Each Employee, Postgraduate Student, and Academic Visitor must sign any document that the University reasonably requests to ensure that all rights in University IP, as set out in this Framework, either remain with, or are assigned to, the University (or a Third Party).

#### 11.10 **Obligation to deposit University IP and Scholarly Material**

11.10.1 On request, and in any event before ceasing to be an Employee, Postgraduate Student, or Academic Visitor, each Employee, Postgraduate Student, and Academic Visitor must deposit with his or her Authoriser any physical representation of University IP, where the Employee, the Postgraduate Student, or the Academic Visitor is an Originator of such IP.

11.10.2 On request, and in any event before ceasing to be a Undergraduate Student or a University of London Student, each Undergraduate Student or University of London Student, as the case may be, must deposit with his or her Academic Supervisor a copy of all physical representations of any IP they have licensed to the University in accordance with section 5.8 or section 6.8 above, whatever format they are in, including electronic formats.

11.10.3 Physical representations include original (or, if lost, copy) drawings, diagrams, recorded know-how (e.g., laboratory notebooks) and Tangible Research Material.

11.10.4 It is the responsibility of each Authoriser, Academic Supervisor, and Host to control the development, storage, use and distribution of Tangible Research Material made in the course of research activities, subject to the provisions of any agreements governing the research in question. If any such Tangible Research Material is to be transferred outside the University for other's use, then it should be done so under the terms of an agreement negotiated through Research Contracts.

11.10.5 On request, and, in any event before ceasing to be an Employee, Postgraduate Student, or Academic Visitor, each Employee, Postgraduate Student or Academic Visitor must deposit a copy of his or her Scholarly Material with his or her Authoriser, Academic Supervisor, or Host, as the case may be, in all the formats in which such Scholarly Material have been produced at that date, including electronic formats. The University requires all full text versions of Scholarly Material to be self-archived by the Originator(s) through the University's institutional repository.

#### **11.11 Grant of Performer's Rights Licence to the University**

11.11.1 The University acknowledges that performer's rights in IP which is owned by the University as set out in section 2.1 (Ownership of IP created by Employees), section 3.1 (Ownership of IP created by Postgraduate Students), section 4.1 (Ownership of IP created by Academic Visitors), section 9.1 (Teaching Material), and section 10.1 (University Material) or IP licensed to the University as set out in section 7.4 (Artistic Material) or section 8.4 (Scholarly Material), including in any video or other recording of an Employee's own lecture, presentation or similar work which are performances in IP terms, are owned by the Employee, Postgraduate Student, or Academic Visitor, as the case may be.

11.11.2 Each Employee, Postgraduate Student, and Academic Visitor therefore grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-licence, to use his or her performer's rights for the administrative, promotional, research, and teaching purposes upon creation of the performer's rights and for as long as the performer's rights remain in existence.

11.11.3 The University agrees and acknowledges that all performer's rights in IP to be owned by the University as set out in section 5.3 or licensed to it by section 5.8, including in any video or other recording of a Undergraduate Student or a University of London Student which is a performance in IP terms, are owned by the Undergraduate Student or the University of London Student, as the case may be.

11.11.4 Each Undergraduate Student and University of London Student therefore grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-licence, to use his or her performer's rights for the administrative, promotional, research, and teaching purposes upon creation of the performer's rights and for as long as the performer's rights remain in existence.

#### **12. RELEASE OF UNIVERSITY IP FOR NON-COMMERCIAL USE**

12.1 The University recognises that Commercialisation of University IP via a Commercial Partnering Arrangement may not always be appropriate and sometimes it is in the best interests of knowledge transfer to make the University IP available under a permissive

creative commons licence or a permissive open source licence or occasionally to dedicate the University IP to the public domain.

- 12.2 If the Originator believes that any of the options set out under section 12.1 is appropriate, he or she must discuss and agree this with his or her Authoriser, Academic Supervisor, or Host, as the case may be, as appropriate.
- 12.3 Where the University IP was created with the support of a Third Party, then the Authoriser, Academic Supervisor, or Host, as appropriate, must discuss and agree the position with the University and the Third Party before the Originator makes the University IP available under a permissive creative commons licence or a permissive open source licence or dedicates the University IP to the public domain.
- 12.4 Schedule C (Release of a copyright protected work (other than software) under a Creative Commons licence) sets out examples of where it was decided that it was appropriate for University IP to be release for non-commercial use under a permissive creative commons licence.

### **13. RELEASE OF UNIVERSITY IP FOR COMMERCIAL USE - COMMERCIAL PARTNERING ARRANGEMENTS**

#### **13.1 Principles**

13.1.1 The University itself does not Commercialise University IP and instead enters into a Commercial Partnering Arrangement with a Third Party to allow the Third Party to Commercialise University IP. Therefore there are two distinct phases:

- entering into a Commercial Partnering Arrangement (which sets out how the Third Party will Commercialise the IP), and
- reviewing the Commercial Partnering Arrangement to monitor whether the Third Party is Commercialising the IP or making sufficient progress towards Commercialising the IP.

13.1.2 There are four Commercial Partnering Arrangements which the University takes to allow University IP to be Commercialised via a Third Party:

- A Commercial Partnering Arrangement with an existing Third Party via the grant of a Licence by the University to the Third Party (see section 13.3) under a Pull Scenario where the Third Party was involved in the creation of the University IP (as is often the case where a Third Party provides input into a grant funded project as a project partner where a Third Party collaborates with the University under an Innovate UK grant funded project), or
- A Commercial Partnering Arrangement with an existing Third Party via the grant of a Licence by the University to the Third Party (see section 13.4) under a Push Scenario where the Third Party was not involved in the creation of the University IP (as is often the case for other grant funded research), or
- A Commercial Partnering Arrangement with the Originator(s) to allow the Originator(s) to Self-Commercialise the University IP (see section 13.5), or
- A Commercial Partnering Arrangement with the Originator(s), at least one further director, and at least one further investor to form a Spin-Out Company (see section 13.6).

- 13.1.3 The order in which the Commercial Partnering Arrangements are set out in section 13.1.2 reflects the University's preference.
- 13.1.5 As set out in section 11.7, each Originator must disclose to the University any University IP which is potentially Commercialisable and must in the **IP Disclosure Form** set out which Commercial Partnering Arrangement as set out in section 13.1.2 he or she believes is most appropriate for the particular University IP.
- 13.1.5 Although the Originator(s) and the University's interests will often be the same, the University recommends that all Originator(s) seek independent advice at his or her own cost. Putting in place and monitoring a Commercial Partnering Arrangement is time consuming and so each Originator's Authoriser, Academic Supervisor, or Host, as the case may be, must be aware of and agree with the Commercial Partnering Arrangement proposed by the Originator(s) in the **IP Disclosure Form**.
- 13.1.6 Knowledge Exchange will review whether the Commercial Partnering Arrangement that the Originator(s) propose is appropriate and may recommend a different arrangement.
- 13.1.7 Irrespective of which Commercial Partnering Arrangement the University agrees to, the University is obliged to periodically monitor the Commercial Partnering Arrangement to ensure that the (preparations leading to) Commercialisation is or are proceeding as planned and in line with the Funder(s)' requirements (if applicable), the University's charitable obligations, and the University's social responsibility (see section 13.9).
- 13.1.8 The University cannot accept any liability to the Originator(s) if the return achieved through a Commercial Partnering Arrangement is not the best financial return which could have been achieved. In any event, the best financial return may not be compatible with section 13.10.

### 13.3 **Commercial Partnering Arrangement with an existing Third Party under a Pull Scenario**

- 13.3.1 Under a Pull Scenario (sometimes referred to as an arrangement with a lined up Licensee), there is already an agreement in place with at least one Third Party that sets out that the University is prepared to grant a Licence to the Third Party (via a time-limited option) and who is responsible for Protecting the University IP. Having such a shared understanding facilitates the Commercialisation of University IP developed under a Pull Scenario.
- 13.3.2 If the Originator(s) become aware that any University IP which is developed under a Pull Scenario is Commercialisable, he or she should complete an **IP Disclosure Form** and include in the form:
- a description of the University IP,
  - the fact that a Pull Scenario is in place,
  - the name of the Third Party (i.e. the potential Licensee) in the Pull Scenario,
  - why the Originator(s) believe that the University IP would be of interest to the potential Licensee, and
  - whether or not the Originator(s) believe that the University IP should be Protected.
- 13.3.3 Upon receipt of an **IP Disclosure Form** which includes a request to enter into a Commercial Partnering Arrangement with an existing Third Party under a Pull Scenario, Knowledge Exchange will review the information contained within the **IP Disclosure Form** and then follow up with the Third Party (i.e. the potential Licensee) in accordance with the existing

agreement set out in section 13.3.1. Knowledge Exchange will include the Originator(s) in any correspondence with the Third Party.

#### 13.4 Commercial Partnering Arrangement with an existing Third Party under a Push Scenario

13.4.1 If the Originator(s) of some University IP decide that the best way to Commercialise the IP is to enter into a Commercial Partnering Arrangement with an existing Third Party (i.e. via the grant of a Licence to a Third Party), the Originator(s) shall complete an **IP Disclosure Form** and include in the form:

- a description of the University IP,
- a request that the University enters into a Commercial Partnering Arrangement with an existing Third Party under a Push Scenario,
- the name of at least one potential Licensee,
- why the Originator(s) believe that the University IP would be of interest to the potential Licensee, and
- whether or not the Originator(s) believe that the University IP should be Protected.

13.4.2 For the avoidance of doubt the University will generally only agree to enter into a Commercial Partnering Arrangement with an existing Third Party under a Push Scenario if the Third Party can agree to:

- reimburse the University any expenses incurred by the University for Protecting the relevant University IP,
- pay to the University the Buy-Out Fee or a Royalty (which normally is a minimum annual Royalty).

13.4.3 Upon receipt of an **IP Disclosure Form** which includes a request to enter into a Commercial Partnering Arrangement with an existing Third Party under a Push Scenario, Knowledge Exchange will review the information contained within the **IP Disclosure Form**.

13.4.4 If Knowledge Exchange requires further information to decide whether the University IP disclosed in the **IP Disclosure Form** can be Commercialised via the requested Commercial Partnering Arrangement, it will ask the Originator(s) to provide the missing information and take such steps it believes necessary to find out any information it requires to make a decision.

13.4.5 Once Knowledge Exchange has all the information it will present the case to the Commercial Partnering Committee in the presence of the Originator(s) so the Commercial Partnering Committee can decide whether the University is prepared to invest in the negotiations with the potential Licensee(s) and, if appropriate, the Protection of the University IP.

13.4.6 If the Commercial Partnering Committee decides to Commercialise all or any of the University IP disclosed in the **IP Disclosure Form** via the requested Commercial Partnering Arrangement, Knowledge Exchange will contact the potential Licensee(s) to discuss the grant of a Licence by the University to the potential Licensee(s). Knowledge Exchange will include the Originator(s) in any correspondence with the potential Licensee(s).

13.4.7 Where a potential Licensee is willing to enter into a Licence, Knowledge Exchange will ask Research Contracts to prepare a draft Licence to share with the potential Licensee.

- 13.4.8 As a rule Knowledge Exchange will spend up to three months with the efforts set out in sections 13.4.6 and 13.4.7. If Knowledge Exchange does not receive any feedback from a potential Licensee this is an indication that the University IP is not of sufficient commercial interest.
- 13.4.9 Where Knowledge Exchange, the Commercial Partnering Committee, or feedback from a potential Licensee indicates that there is insufficient interest in the University IP, Knowledge Exchange may recommend that Knowledge Exchange cease their efforts and that the Originator(s) apply for Follow-On Funding to further develop the University IP.
- 13.4.10 Where Knowledge Exchange, the Commercial Partnering Committee, or feedback from a potential Licensee indicates that the University IP is not of sufficient commercial interest, then the provisions set out in section 13.8 apply.
- 13.5 Commercial Partnering Arrangement with the Originator(s) to allow the Originator(s) to Self-Commercialise**
- 13.5.1 If all Originator(s) of some University IP decide that the best way to Commercialise the IP is via Self-Commercialisation, the Originator(s) shall complete an **IP Disclosure Form** and include in the form:
- a description of the University IP,
  - a request that the University enters into a Commercial Partnering Arrangement with the Originator(s),
  - why the Originator(s) believe that entering a Commercial Partnering Arrangement with an existing Third Party is not appropriate and how the Originator(s) propose to Commercialise the IP (in the form of a business plan),
  - the duration of the Set Up Phase,
  - whether the Originator(s) request assignment of or a licence to the University IP,
  - whether the Originator(s) expect to be involved with the new company only during the Set Up Phase and then return to being a full time Employee, or, whether Originator(s) expect to be involved with the new company during the Set Up Phase and then cease to be Employees thereafter, and
  - whether or not the Originator(s) believe that the University IP should be Protected.
- 13.5.2 For the avoidance of doubt:
- the University may agree to allow an Originator who is already an Employee to remain an Employee during the Set Up Phase (i.e. this would be an in kind contribution of the University to the newly formed company),
  - the University will only agree to enter a Commercial Partnering Arrangement with the Originator(s) if the Originator(s) can agree to a) reimburse the University any expenses incurred by the University for Protecting the relevant University IP, and b) pay to the University the Buy-Out Fee or a Royalty (which is normally a minimum annual Royalty).
- 13.5.3 Upon receipt of an **IP Disclosure Form** which includes a request to Self-Commercialise, Knowledge Exchange will review the information contained within the **IP Disclosure Form**.
- 13.5.4 If Knowledge Exchange requires further information to decide whether the University IP disclosed in the **IP Disclosure Form** can be Commercialised via the requested Commercial Partnering Arrangement, it will ask the Originator(s) to provide the missing information and



take such steps it believes necessary to find out any information it requires to make a decision.

- 13.5.5 Once Knowledge Exchange has all the information it will present the case to the Commercial Partnering Committee in the presence of the Originator(s) so the Commercial Partnering Committee can decide whether the University is prepared to a) allow the Originator(s) to set up a new company, b) grant a licence to (or assign) the University IP to the new company, and c) if appropriate, invest in the Protection of the University IP.
- 13.5.6 If the Commercial Partnering Committee decides to Commercialise all or any of the University IP disclosed in the **IP Disclosure Form** via the requested Commercial Partnering Arrangement, Knowledge Exchange will work with the Originator(s) to define the parameters of the Self-Commercialisation.
- 13.5.7 Where the Originator(s) are willing to enter into a term sheet for new company formation (which will eventually lead to a shareholders agreement), Knowledge Exchange will ask Research Contracts to prepare a draft term sheet for new company formation to share with the Originator(s).
- 13.5.8 As a rule Knowledge Exchange will spend up to three months with the efforts set out in sections 13.5.6 and 13.5.7.
- 13.5.9 Where Knowledge Exchange, the Commercial Partnering Committee, or feedback from the Originator(s) indicates that Self-Commercialisation is not viable or that terms cannot be agreed between the University and the Originator(s), Knowledge Exchange may revise the **IP Disclosure Form** to state that the University IP will be Commercialised by entering a Commercial Partnering Arrangement with an existing Third Party under a Push Scenario or via the formation of a Spin-Out Company and then follow the process as set out in section 13.4 or section 13.6.
- 13.6 Commercial Partnering Arrangement with the Originator(s) to form a Spin-Out Company**
- 13.6.1 If all Originator(s) of some University IP decide that the best way to Commercialise the IP is via the formation of a Spin-Out Company, the Originator(s) shall complete an **IP Disclosure Form** and indicate in the form:
- a description of the University IP,
  - a request that the University together with the Originator(s) form a Spin-Out Company,
  - why the Originator(s) believes that entering into a Commercial Partnering Arrangement via an existing Third Party under a Push Scenario is not appropriate, why the Originator(s) cannot Self-Commercialise, and how the Originator(s) propose to Commercialise the IP (in the form of a business plan),
  - an indication whether the Originator(s) intend to be director(s) of the Spin-Out Company during the Set Up Phase,
  - the name of at least one individual who has skills which complement the Originator(s) skill (usually by having business experience) who is prepared to be a (further) director of the Spin-Out Company,
  - the name of at least one Third Party who is prepared to co-invest in the Spin-Out Company,
  - the duration of the Set Up Phase,

- an indication whether the Originator(s) request assignment of or a licence to the University IP to the Spin-Out Company,
  - an indication whether the Originator(s) expect to be involved with the new company only during the Set Up Phase and then return to being a full time Employee, or, whether the Originator(s) expect to be involved with the new company during the Set Up Phase and then cease to be Employees thereafter, and
  - whether or not the Originator(s) believe that the University IP should be Protected.
- 13.6.2 Upon receipt of an **IP Disclosure Form** which includes a request to form a Spin-Out Company, Knowledge Exchange will review the information contained within the **IP Disclosure Form**.
- 13.6.3 If Knowledge Exchange requires further information to decide whether the University IP disclosed in the **IP Disclosure Form** can be Commercialised via a Spin-Out Company, it will ask the Originator(s) to provide the missing information and take such steps it believes necessary to find out any information it requires to make a decision.
- 13.6.4 Once Knowledge Exchange has all the information it will present the case to the Commercial Partnering Committee in the presence of the Originator(s) so the Commercial Partnering Committee can decide whether the University is prepared to invest in the formation of a Spin-Out Company (and, if appropriate, the Protection) of the University IP.
- 13.6.5 If the Commercial Partnering Committee decides to Commercialise all or any of the University IP disclosed in the **IP Disclosure Form** via the formation of a Spin-Out Company, Knowledge Exchange will contact the potential further director(s) and co-investor(s).
- 13.6.6 Knowledge Exchange will keep the Originator(s) informed of the progress in identifying potential further directors and co-investors and any feedback provided by potential further directors and co-investors.
- 13.6.7 Where the Originator(s), potential further directors, and co-investors are willing to enter into a term sheet for new company formation (which will eventually lead to a shareholders agreement), Knowledge Exchange will ask Research Contracts to prepare a draft term sheet for new company formation to share this with the Originator(s), potential further directors, and co-investors.
- 13.6.8 As a rule Knowledge Exchange will spend up to three months identifying potential further directors and co-investors and up to three months trying to interest a potential further director or co-investor in becoming involved with the University IP. If Knowledge Exchange does not receive any feedback from a potential further director or co-investor that this is an indication that the University IP is not of sufficient commercial interest.
- 13.6.9 Where Knowledge Exchange, the Commercial Partnering Committee, or feedback from the Originator(s), or potential further directors or co-investors indicates that Commercialisation via a Spin-Out Company is not viable or that terms cannot be agreed between the University, the Originator(s), and the potential further directors or co-investors, Knowledge Exchange may revise the **IP Disclosure Form** to state that the University IP will be Commercialised by entering into a Commercial Partnering Arrangement with a Third Party under a Push Scenario and then follow the process as set out in section 13.4.

## 13.7 **Originator Assistance and Obligations**

13.7.1 Irrespective of which Commercial Partnering Arrangement the University agrees to with respect to the relevant University IP, each Originator of the relevant University IP shall provide reasonable assistance in the Commercialisation of the University IP by providing additional information on request, attending meetings with a potential Licensee, a potential further director, or a potential investor and advising on further development(s) which relate to the University IP.

**13.8 Possible Assignment University IP to the Funder, a Technology Transfer Organisation, or the Originator(s)**

13.8.1 If the Commercial Partnering Committee decides not to invest in the setting up of a Commercial Partnering Arrangement or if the efforts of Knowledge Exchange show that there is insufficient interest in the University IP, then Knowledge Exchange should offer the University IP to the Funder(s) irrespective of whether or not the Funder terms require the University to do so.

13.8.2 In parallel to section 13.8.1, Knowledge Exchange should consider whether there is a Technology Transfer Organisation which may be interested in the University IP and contact any relevant Technology Transfer Organisation.

13.8.3 If neither the Funder(s) nor a Technology Transfer Organisation wish to take assignment of the University IP then each of the Originator(s) may request that the University assigns such University IP to them.

13.8.4 The University may, following such request, after consideration and at its sole discretion, assign all its right, title and interest in such University IP to the Originator(s) provided that the Funder terms and/or the terms of any agreement that supported or related to the creation of such IP allows the University to do so.

13.8.5 For the avoidance of doubt, the University will generally only assign the University IP to the Originator(s) if the Originator(s) can agree to:

- reimburse the University any expenses incurred by the University for Protecting the relevant University IP,
- pay to the University the Buy-Out Fee or a Royalty (which normally is a minimum annual Royalty).

**13.9 Use of University's name**

13.9.1 Each Originator agrees that if he or she is allowed to Self-Commercialise any University IP as set out in section 13.5 or if the University assigns any University IP to him or her under section 13.8, he or she will not, and will procure that anyone to whom they license or assign such IP does not, use the University's name in any way, without the University's written consent.

**13.10 Social Responsibility**

13.10.1 The University must ensure that any Commercial Partnering Arrangement:

- is in line with the Funder(s)' requirements (if applicable),
- is in line with the University's charitable obligations,
- does not violate European State Aid regulations (if applicable),
- will not adversely affect its reputation, and

- is in line with **Schedule H (The University's Position on Non-Commercial Partnering Arrangements)** (if applicable).

### **13.11 Timetable for setting up a Commercial Partnering Arrangement**

13.11.1 The timescale for setting up a Commercial Partnering Arrangement for University IP will depend upon market conditions and the state of development of the University IP. The discussions between Knowledge Exchange, the Originator(s), and the School(s) should set a reasonable initial timetable with regular review points. However, everyone must recognise that circumstances may change as the process develops.

13.11.2 If the Originator(s) believe that Knowledge Exchange is not acting in a timely manner, then the Originator(s) may bring this to the attention of the Director of Research and Innovation in the first instance.

### **13.12 Monitoring of Commercial Partnering Arrangements**

13.12.1 As set out in section 13.1.1, the signature of any agreement which sets out a Commercial Partnering Arrangement is only the start of the Commercialisation process and the University is obliged to periodically review each Commercial Partnering Arrangement it has entered into.

13.12.2 In order to review an existing Commercial Partnering Arrangement, Knowledge Exchange will ask the Commercial Partner to provide information and evidence to demonstrate that the Commercial Partner is making progress with (the preparations leading to) the Commercialisation of the University IP.

13.12.3 If Knowledge Exchange requires further information to decide whether the University IP is being Commercialised to the University's satisfaction, it will ask the Commercial Partner(s) to provide the missing information and take such steps it believes necessary to find out any information it requires to make a decision. Failure of a Commercial Partner to provide such information and evidence will be interpreted to mean that the Commercial Partner has not made sufficient progress.

13.12.4 Once Knowledge Exchange has all the information it will present the information to the Commercial Partnering Committee in the presence of the Originator(s) so the Commercial Partnering Committee can decide whether the University is satisfied with the Commercialisation and therefore prepared to continue with the existing Commercial Partnering Arrangement or whether the University has any concerns about the Commercialisation and therefore would like to amend or terminate the existing Commercial Partnering Arrangement.

13.12.5 If the Commercial Partnering Committee decides to terminate an existing Commercial Partnering Arrangement, it may explore alternative Commercial Partnering Arrangements or may follow the processes as set out in section 13.8.

## **14. PROTECTION OF UNIVERSITY IP**

14.1 In many cases University IP will automatically be protected by an unregistered form of IP such as copyright. The advantage of such protection is that it is free, and the disadvantage is that

the University would need to prove that a Third Party has copied (part of) the University IP in order to establish IP infringement.

- 14.2 In some case it may be possible to protect University IP by a registered form of IP such as a patent application. The advantage of such protection is that there is no need to prove that a Third Party has copied (part of) the University IP in order to establish IP infringement, and the disadvantage is that such protection is expensive both in terms of costs and further research support.
- 14.3 Therefore the University will only Protect University IP if it has entered into a Commercial Partnering Arrangement or has reason to believe that it will enter into a Commercial Partnering Arrangement which covers the relevant University IP. For the avoidance of doubt, the University does not have any obligation to Protect the University IP in any particular country or territory.
- 14.4 The University will not Protect any IP which is not University IP. As set out at section 11.2.4, any Originator may offer to assign the IP which he or she owns to the University and needs to assign his or her IP to the University should he or she wish for the University to Protect such IP.
- 14.4 If the Commercial Partnering Committee agrees to invest in the Protection of any particular University IP, then Knowledge Exchange shall proceed in a timely manner to take appropriate steps to Protect the relevant University IP.
- 14.5 As IP Protection is expensive, the University is obliged to periodically monitor any IP Protection it has applied for to ensure that the cost of the IP Protection is in line with Funder(s)' requirements (if applicable), the University's charitable obligations, and the University's social responsibility (see section 13.9). For the avoidance of doubt, the University does not have any obligation to prosecute any application for registered IP protection nor to maintain any registered IP protection which has been granted.
- 14.6 In particular, the University will generally only agree to pay to file a first, national patent application and a corresponding international patent application but will then cease to pay the national phase entry costs (or the costs of patent prosecution, patent maintenance, and patent defence) unless a Commercial Partner has agreed to pay for these costs and is paying such costs.
- 14.7 If the University decides not to maintain registered IP protection, the University will follow the processes set out in section 13.8.
- 14.8 As set out in setion 11.6, it is not permissible for an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student to Protect any University IP (whether in the name of the University or otherwise) or allow a third party to Protect any University IP (whether in the name of the University or otherwise). If an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student wishes to Protect (or allow a third party to Protect) any University IP, he or she must seek formal approval by following the process set out in section 16 (Exception Procedure).

## **15. SHARE OF NET INCOME**

- 15.1 As set out in section 13 (Release of University IP for commercial purpose - Commercial Partnering Arrangements), irrespective of which Commercial Partnering Arrangement the University has entered into with respect of any particular University IP, the Commercial Partnering Arrangement will usually set out that the Third Party will pay a Royalty to the University.
- 15.2 Subject to section 15.3, the University agrees to share the Net Income received under a Commercial Partnering Arrangement with the Originator(s) as set out in **Schedule G (Detailed provisions about the sharing of Net Income)**. For the avoidance of doubt, the University will not share the Net Income it receives from Commercialising Teaching Material and/or University Material.
- 15.3 The University will continue to share the Net Income in accordance with the University's **2011 Exploitation of Inventions and Patents Code of Practice** for any income received for a technology which was notified to Knowledge Exchange up until 31<sup>st</sup> December 2020 provided that the Commercial Partnering Arrangement for that technology was signed up until 31<sup>st</sup> December 2020.
- 15.4 Net Income means the Royalty which the University receives under a Commercial Partnering Arrangement with respect to certain University IP less the following incurred direct costs namely:
- Value Added Tax, when applicable,
  - any direct costs associated with the Protection of the University IP;
  - any other expenses directly related to the setting up or review of the Commercial Partnering Arrangement; and
  - any payment due under a revenue sharing agreement to a Third Party in relation to the University IP.
- 15.5 For the avoidance of doubt, **Schedule G (Detailed provisions about the sharing of Net Income)** sets out that:
- the University will share the income it receives under a Commercial Partnering Arrangement with the Originator(s) unless the Originator(s) are already benefitting from the Commercialisation,
  - the University will pass any funds due to any Originator to the Originator even if he or she has ceased to be an Employee, a Postgraduate Student or an Academic Visitor for any reason, and
  - the University will pass any funds due to any Originator to his or her estate in the event that the Originator is deceased.
- 15.6 The University may decide not to implement the processes in **Schedule G (Detailed provisions about the sharing of Net Income)** if:
- such Net Income is so substantial that it would be inappropriate as a charitable organisation for them not to be reinvested in the University's charitable objects; or
  - the University has provided additional service and/or investment; or
  - the Commercialisation results from the Self-Commercialisation of any University IP as set out in section 13.4 or the Commercialisation of University IP which the University has assigned to the Originator(s) under section 13.7.

## **16. EXCEPTION PROCEDURE**

- 16.1 Should any Employee, Postgraduate Student, or Academic Visitor feel that this Framework (including any Schedule) should not apply to the IP that he or she has created and would like to propose a different course of action, he or she should raise this with the Director of Research and Innovation.
- 16.2 If the Director of Research and Innovation believes that the request of the Employee, Postgraduate Student, or Academic Visitor is reasonable, he or she should refer the matter to the Commercial Partnering Committee.
- 16.3 The Commercial Partnering Committee will consider the request of the Employee, Postgraduate Student, or Academic Visitor, and has the authority to:
- agree to the request,
  - suggest another a variation to the request, or
  - reject the request.
- 16.4 Any variation which the Commercial Partnering Committee agrees to needs to be time-limited and does not create a precedent.

## **17. DISPUTE PROCEDURE**

### **17.1 Initial Referral**

If there is any dispute in relation to a matter arising out of this Framework or in relation to the interpretation of this Framework (other than a dispute relating to the timetable set out in section 11.9 or as set out in section 9.1), then it will be referred in the first instance to the Director of Research and Innovation.

### **17.2 Subsequent Referral**

If such individuals are unable to reach a unanimous decision, or if the dispute relates to the timetable set out in section 11.9, then the matter will be referred to the Vice-President for Research and Innovation.

### **17.3 Appeal**

If a party to the dispute disagrees with the decision made pursuant to section 17.2 above, that party shall have a right of appeal to the President and Vice-Chancellor (or such individual as the President and Vice-Chancellor shall nominate). The President and Vice-Chancellor's (or nominee's) decision on the matter shall be final.

### **17.4 Undergraduate Student and University of London Student Dispute**

Where a party to such a dispute is an Undergraduate Student or a University of London Student, the Undergraduate Student or the University of London Student may be accompanied during any appeal by a fellow student, a student representative from the University or its Students' Union or a member of staff of the University of his or her own choice, all of whom may act as an observer.

## SCHEDULE A

### GLOSSARY

Academic Supervisor	means a Postgraduate Student's academic advisor or supervisor.
Academic Visitor	means an individual who visits the University for more than five days in a calendar year or has an honorary appointment with the University, but who is not an Employee, a Postgraduate Student, an Undergraduate Student, or a University of London Student.
Academic Visitor IP	means IP which belongs to an Academic Visitor; this may include IP created by the Academic Visitor outside of his or her visit to the University and may include Artistic Material and Scholarly Material.
Artistic Material	<p>means any material of an artistic nature created by an Employee in the course of his or her employment, created by a Postgraduate Student in the course of his or her studies, or created by an Academic Visitor in the course of his or her visit, such as:</p> <ul style="list-style-type: none"> <li>• an artistic work (including an artistic photograph, collage, drawing, engraving, etching, lithograph, and painting);</li> <li>• a dance or drama choreography (including mime);</li> <li>• a dramatic work (including a novel, play, poem, and popular fiction and non-fiction);</li> <li>• a graphic work (including concept art and logo design);</li> <li>• a film and/or sound recording (including video material);</li> <li>• a musical work (including any lyric and music score); and</li> <li>• a work of artistic craftsmanship or fine art;</li> </ul> <p>but excluding any such material or part of the material which forms part of a Teaching Material or a University Material.</p>
Authoriser	means the line manager of an Employee;
Buy-Out Fee	means a one-off payment from a Third Party who wishes to Commercialise University IP to the University to cover the difference between the payment made by the Third Party to the University and the amount the University would have charged the Third Party if the Third Party had commissioned the University to develop the University IP for it;
Commercialisation	means the sale of a product, provision of a service or similar which involves or is based on certain University IP whether in return for cash or payment in kind, but does not include the delivery of courses by the University whether on its own or in collaboration with a Third Party. The terms "Commercialise", "Commercialisable" and "Commercialised" shall be construed accordingly.
Commercial Partnering Committee	means the committee which was set up by the University's council to allow the University to review i) any newly proposed Commercial Partnering Arrangements, ii) existing Commercial Partnering Arrangement, and iii) any requests it receives under section 16 (Exception Procedure). For the avoidance of doubt, the Commercial Partnering Committee includes staff from any Department and School that is affected and staff from Research and Innovation.
Commercial Partner	means to enter into a legal agreement with an individual or a Third Party to allow that individual or Third Party to Commercialise certain University IP and the term "Commercial Partnering" shall be construed accordingly; for the



	avoidance of doubt, the term “Partner” in the context of this Framework is different to the legal concept of a partnership.
Community Interest Company or CIC	means a type of company known as such and introduced under the Companies (Audit, Investigations and Community Enterprise) Act 2004, designed for social enterprises that want to use its profits and assets for the public good.
Contracts Legal Review Process	means the University internal document which sets out who is an authorised signatory of certain types of agreements and whether Legal Services need to review an agreement.
Contributor	means any Employee, Student, or Academic Visitor who is not a relevant Originator but <ul style="list-style-type: none"> <li>• is employed specifically to develop particular University IP further, e.g. to reduce such University IP to practice or to work on a proof of principle project in respect of such IP or to generate supporting data in respect of such IP, or</li> <li>• works on a project as part of their studies or due to their relationship with a relevant Originator, e.g. collaborative working as part of a School’s activities.</li> </ul>
Dispute Procedure	means the procedure set out in section 15.
Employee	means an employee of the University.
Employee IP	means IP which belongs to an Employee; this may include IP created by the Employee outside of the course of his or her employment and may include an Artistic Material and/or a Scholarly Material.
Framework	means this Framework for the implementation of the IP policy.
Funder	means any Third Party who has funded or who will fund a research project (including any student led research project) at the University.
Host	means the Academic who is hosting the Academic Visitor.
Incidental Use of University Resources	generally, IP will not be considered to have been created with more than incidental use of University Resources if: <ul style="list-style-type: none"> <li>• only a small amount of University funds has been used;</li> <li>• only a small amount of time has been spent using University Resources or only insignificant University Resources have been used, such as use of office space, library and other general use of information sources, personal computers and personal office equipment or, in the case of an Undergraduate Student or a University of London Student, who is an Employee, the use has been in the course of his or her University course work; and</li> <li>• the IP has been created during the personal, unpaid time of the Originator.</li> </ul> <p>The issue of whether significant use has been made of University Resources will be reviewed by the Originator’s Authoriser, Academic Supervisor, or Host, as the case may be, who will make a recommendation to Research and Innovation. If an Originator is in any doubt as to what constitutes “incidental use” or a “small amount of” University funds or University Resources then the Originator should discuss this with his or her Authoriser, Academic Supervisor, or Host.</p>
Innovation and Enterprise Working Group	means the working group set up by the Research and Knowledge Exchange Committee which decides on the principles of how the University will collaborate with Third Parties and Commercialise University IP.
IP Policy	means the University’s 2021 Intellectual Property and Commercial Partnering Policy.

Intellectual Property or IP	means any algorithm, biological material, chemical material, data, database (including the database rights), device, genetically modified organism, human specimen, image, method description (including rights in any trade secret), patentable technology (including but not limited to a patent application, granted patent, and any extension or renewal thereof), patient questionnaire, plant variety (including the plant breeder rights), software, teaching material (such as a lecture note, course handout, audio or visual recording of a lecture) and other copyright protected work, prototype (including a prototype device), technical data, technical design (such as an engineering drawing), topography (such as a circuit diagram, integrated circuit chip and including any topography rights), trade mark (including any rights to prevent passing off), and/or, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.
Intellectual Property Disclosure Form	means the form to be used when disclosing IP to Research and Innovation.
Licence	is an example of a Commercial Partnering Arrangement whereby the University allows a Third Party to Commercialise some University IP (whether on its own or with other IP) in return for a revenue share. The term Licence also covers an option to a licence and an assignment to a Third Party where the purpose of the option or assignment is equivalent to the purpose of a Licence.
Net Income	means the net income which the University receives under a Commercial Partnering Arrangement with respect to certain University IP and is defined as the total income less the following incurred direct costs namely: <ul style="list-style-type: none"> <li>(a) Value Added Tax, when applicable,</li> <li>(b) any direct costs associated with the Protection of the University IP;</li> <li>(c) any other expenses directly related to the setting up or review of the Commercial Partnering Arrangement; and</li> <li>(d) any payment due under a revenue sharing agreement to a Third Party in relation to the University IP.</li> </ul>
Originator	means the (i) inventor of an invention, (ii) creator of a copyright work, or design which qualifies for registered or unregistered design right (including topography right), (iii) person who takes the initiative in obtaining, verifying or presenting the contents of a database, (iv) breeder, or discoverer and developer, of a plant variety or (v) developer of know-how which is of standalone importance separately from other IP (ignoring copyright in works which describe such know-how); who is an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student at the time of such (i) invention, (ii) creation, (iii) obtaining, verifying or presenting, (iv) breeding or developing or (v) know-how developing.
Patent Support Fund	means some funding which the University will obtain from Licence Income as set out in <b>Schedule G (Detailed provisions about the sharing of Net Income)</b> and will reserve to invest in the Protection of future potentially Commercialisable University IP.
Postgraduate Student	means any person: <ul style="list-style-type: none"> <li>• registered as a postgraduate student of the University; or</li> <li>• following any University course as if such a student; or</li> <li>• applying for a PhD by published work</li> </ul> For the avoidance of doubt, most distance postgraduate students are University of London Students and are therefore not Postgraduate Students.

Postgraduate Student IP	means IP which belongs to a Postgraduate Student; this may include IP created by the Postgraduate Student outside of the course of his or her postgraduate studies and may include an Artistic Material and/or a Scholarly Material.
Protect	means to apply for registered IP protection, usually patent protection, for certain University IP and “Protecting” and “Protection” shall be construed accordingly.
Pull Scenario	<p>means the situation where the Third Party was involved in the creation of the University IP; for the avoidance of doubt a Pull Scenario usually exists where:</p> <ul style="list-style-type: none"> <li>• a research project is funded under an Innovate UK grant which involves at least one Third Party who is a company who could Commercialise the University IP created under the research project, or</li> <li>• a research project is funded under a grant which involves at least one Third Party who is a company who provides input as a project partner and who could Commercialise the University IP created under the research project, and</li> <li>• there is (in either case) an agreement in place such a Third Party that sets out that the University is prepared to grant a licence to the Third Party and often who would be responsible for Protecting the University IP.</li> </ul> <p>Generally it is easier to put in place a Commercial Partnering Arrangement for University IP which was developed under a Pull Scenario (compared to under a Push Scenario) as the Third Party:</p> <ul style="list-style-type: none"> <li>• understands the value of the University IP (as the Third Party was involved in the creation of the University IP), and</li> <li>• has already expressed an interest in a licence.</li> </ul>
Push Scenario	<p>means the situation where no Third Party who is a company who could Commercialise the University IP was involved in the creation of the University IP; for the avoidance of doubt a Pull Scenario usually exists where:</p> <ul style="list-style-type: none"> <li>• a research project is funded under a grant which does not involve at least one Third Party who is a company who provides input as a project partner and who could Commercialise the University IP created under the research project, or</li> <li>• a research project is funded under a grant which involves at least one Third Party who is a company who provides input as a project partner and who could Commercialise the University IP created under the research project but there is no agreement in place with such a Third Party that sets out that the University is prepared to grant a licence to the Third Party.</li> </ul> <p>Generally it is more difficult to put in place a Commercial Partnering Arrangement for University IP which was developed under a Push Scenario (compared to under a Pull Scenario).</p>
Research Contracts	means the Research Contracts team which is part of Research and Innovation.
Research Results	means the results arising from research including details of any IP, any interim result, data, source code and/or Tangible Research Material.
Royalty	means the money which the University receives from a Third Party in the context of a Commercial Partnering Arrangement. This can be a one-off payment but is usually a regular (e.g. annual) payment based on a percentage of the Third Party’s gross sales of products or services using the University IP.
Scholarly Material	means any material of a scholarly nature created by an Employee in the course of his or her employment, created by a Postgraduate Student in the course of

	<p>his or her postgraduate studies, or created by an Academic Visitor in the course of his or her visit, such as:</p> <ul style="list-style-type: none"> <li>• an academic book, journal article, lecture or textbook (including a review but excluding any Artistic Material);</li> <li>• a conference paper and related presentation;</li> <li>• a dissertation or thesis; and</li> <li>• a note created only for the Employee's, Postgraduate Student's, or Academic Visitor's own personal use;</li> </ul> <p>but excluding any such material or part of such material which form part of a Teaching Material or a University Material.</p>
School	means each of the University's School of Business and Management, School of Engineering, Physical and Mathematical Sciences, School of Humanities, School of Law and Social Sciences, School of Life Sciences and the Environment, and/or the School of Performing and Digital Arts.
Self-Commercialisation	means the formal arrangement between the University and an Employee to allow an Employee to Commercialise some University IP (whether on its own or with other IP) in return for a revenue share. The terms "Self-Commercialise" and "Self-Commercialised" shall be construed accordingly.
Set Up Phase	the initial period (usually up to two years) that a new company requires to fully set up the company and start to Commercialise IP;
Spin-Out Company	means a company established or (if it is to all intents and purposes dormant) made active by the University for the purpose of Commercialising University IP (whether on its own or with other IP). These companies are sometimes called start-up companies and the intention is that a Spin-Out Company becomes independent from the University within a defined period of time so that the Commercial Partnering Arrangement ends up being the same as the University would agree if it had granted a Licence to an existing Third Party.
Tangible Research Material	is a subset of IP and includes only such IP which are physical items such as a biological material, chemical material, device, genetically modified organism, human specimen, image, plant variety, prototype (including a prototype device), and any associated research data.
Teaching Material	<p>is a subset of University IP and mean any material created by an Employee in the course of his or her employment, or created by a Postgraduate Student in the course of his or her postgraduate studies, or created by an Academic Visitor, an Undergraduate Student, or a University of London Student if a circumstance set out in section 4.3.2 or section 5.3.2 apply, that is primarily intended (whether by the University or by some Third Party) to be used or accessed by students at any level, for the purposes of any course of study which those students are following, including:</p> <ul style="list-style-type: none"> <li>• a course guide, course handout, online material (including an annotated score or manuscript);</li> <li>• a presentation material (including a lecture note, slide, animation, graphic, interactive software, audio or visual recording of a lecture and any other audio-visual material);</li> <li>• a virtual learning environment;</li> <li>• an instruction manual;</li> <li>• an artefact (including a model or apparatus for a practical demonstration or experimental work); and</li> <li>• a assessment or examination question.</li> </ul> <p>For the avoidance of doubt:</p>

	<ul style="list-style-type: none"> <li>• a Teaching Material can be in any format including electronic format and hard copy format, and</li> <li>• a Teaching Material may include a short course and/or a teaching resource which any member of the public can access whether via an online platform (e.g. FutureLearn) or otherwise and any other public engagement material which is intended educate an individual or a group of individuals.</li> </ul>
Technology Transfer Organisation	means a Third Party who specialises in the taking on early stage technology from a university, further developing the technology, and then entering into a commercial partnering arrangement with a further Third Party to allow the second Third Party to Commercialise the technology. Most Technology Transfer Organisations specialise in particular technologies. For example, the Life Arc is a Technology Transfer Organisation which specialises in biomedical research.
Third Party	means an individual or a corporate body which the University does not control, directly or indirectly, whether by means of holding shares, possessing voting power or exercising contractual powers in or over that corporate body or any other person or entity to ensure that such corporate body's affairs are conducted in accordance with the wishes of the University. For the avoidance of doubt, a Third Party could be a commercial company, a government body, a research institution, a Spin-Out Company, a company formed by an Originator of Commercialisable IP, an Undergraduate Student, a University of London Student or other entity or individual who is not an Employee, Postgraduate Student, or an Academic Visitor.
Undergraduate Student	means any person: <ul style="list-style-type: none"> <li>• registered as an undergraduate student of the University; or</li> <li>• following any University course as if such a student</li> </ul>
Undergraduate Student IP	means IP which belongs to an Undergraduate Student and is likely to be all IP created by the Undergraduate Student unless Section 4 applies.
University	means Royal Holloway and New Bedford College.
University IP	means any IP which belongs to or should belong to the University according to the IP Policy. For the avoidance of doubt, any Teaching Material and any University Material is University IP.
University Material	is a subset of University IP and mean any item in any medium which is produced for administrative purposes (including promotion and marketing of a University course, curricula, student and staff recruitment, a paper prepared for any internal committee or similar body, material included in any University handbook for Employees, Postgraduate Students, Academic Visitors, Undergraduate Students, or University of London Students) or any other University purpose and any item created by an Employee whose job description specifically includes the creation of any printed or electronic material.
University of London Student	means any person: <ul style="list-style-type: none"> <li>• registered as a postgraduate student at the University or London (rather than at the University); or</li> <li>• following any University of London course as if such a student.</li> </ul> For the avoidance of doubt, a) most distance postgraduate students are University of London Students and are therefore not Postgraduate Students, and b) a University of London Student is likely to be funded by his/her employer in the sense that i) the University of London Student continues to

	receive his/her salary for the duration of the course, and ii) the employer is paying the tuition fees.
University of London Student IP	means IP which belongs to a University of London Student; this may include IP created by the University of London Student outside of the course of his or her postgraduate studies and may include an Artistic Material and/or a Scholarly Material.
University Project	<p>means a project, whether this is a research project or otherwise, where:</p> <ul style="list-style-type: none"> <li>a) the University is receiving or will receive a financial contribution by a Funder which requires the University to own the results, or</li> <li>b) the University has invested or will invest its own financial contribution in the project and therefore itself requires that the University owns the results of the project.</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• an Academic Visitor who comes to the University to use the University's facilities to carry out his/her own project will usually not need to assign his or her IP to the University; and</li> <li>• a third year Undergraduate Student project or a University of London Student project will usually not be part of a University Project but if it is the Academic Supervisor must inform the Undergraduate Student or the University of London Student about this fact and the implication that the Undergraduate Student or the University of London Student, as the case may be, must assign his or her IP to the University.</li> </ul>
University Resources	<p>means any use of:</p> <ul style="list-style-type: none"> <li>• funds, facilities or resources (including equipment and consumables, use/supply of heat, light or power) of the University; and/or</li> <li>• University staff time outside an individual's personal, unpaid time; and/or</li> <li>• the University's name in the promotion of the work,</li> </ul> <p>which, in the case of those items mentioned in the first two bullet points above, have not already been fully reimbursed to the University by, for example, full economic cost recovery on relevant grants and agreements or have not been separately paid for if used independently or in any other way.</p>

Any phrase in this Framework introduced by the term "include", "including", "in particular" or any similar expression or any list of items will be construed as illustrating, and will not limit, the sense of the words preceding that term or other items which might be included in the list

## SCHEDULE B

### Authorship, ownership and acknowledgement of Third Party IP or University IP

#### 1. Difference between authorship and ownership of a copyright protected work

There are two different concepts that apply to copyright protected works, namely:

- authorship (i.e. who created the work), and
- ownership (i.e. who owns the work).

Below are three examples which highlight the difference between authorship and ownership and show the proper copyright acknowledgements. It is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the copyright protected work can ask the copyright holder for a licence) but optional to acknowledge authorship.

##### Example 1:

Professor Joe Bloggs who is an Employee and Professor Freda Davies who is also an Employee co-created course notes in 2015. Therefore, Professor Joe Bloggs and Professor Freda Davies are both authors and, as set out in section 2.1 of the IP Framework, copyright in the course notes belong to the University. Consequently Professor Joe Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College 2015, or
- © Royal Holloway and Bedford New College 2015, authors: Professor Joe Bloggs and Professor Freda Davies.

##### Example 2:

Professor Joan Bloggs who is an Employee and Professor Fred Davies who is an employee of the University of Bath co-created an engineering drawing in 2010. Therefore, Professor Joan Bloggs and Professor Fred Davies are both authors and, as set out in section 2.1 of the IP Framework, copyright in the engineering drawing jointly belongs to the University and the University of Bath. Consequently Professor Joan Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College and The University of Bath 2010, or
- © Royal Holloway and Bedford New College and The University of Bath 2010, authors: Professor Joan Bloggs and Professor Fred Davies.

##### Example 3:

Professor Joe Bloggs who is an Employee and Freda Davies who is a Postgraduate Student co-created a patient questionnaire in 2018. Therefore, Professor Joe Bloggs and Freda Davies are both authors and, as set out in section 2.1 and section 3.1 of the IP Framework, copyright in the patient questionnaire belongs to the University. Consequently Professor Joe Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College 2018, or
- © Royal Holloway and Bedford New College 2018, authors: Professor Joe Bloggs and Professor Freda Davies.

## 2. Acknowledgement of Third Party IP

Further to section 11.3.1, below are two examples which highlight how Third Party IP should be acknowledged.

### Example 1:

Professor Joan Bloggs who is an Employee wishes to include an image which her collaborator Professor Fred Davies who is an employee of the University of Bath created in 2009 in a presentation which Professor Joan Bloggs created in 2020. Therefore Professor Joan Bloggs and Professor Fred Davies are both authors and, as set out in section 2.1 of the IP Framework, copyright in the presentation belongs to the University and copyright in the image belongs to The University of Bath. Consequently Professor Joan Bloggs should add two copyright acknowledgements as follows:

- to the presentation as a whole:
  - o © Royal Holloway and Bedford New College 2020, or
  - o © Royal Holloway and Bedford New College 2020, author: Professor Joan Bloggs, and
- under the image on the slide which contains the image:
  - o © The University of Bath 2009, or
  - o © The University of Bath 2009, author: Professor Fred Davies.

In addition, Professor Joan Bloggs should ask Professor Fred Davies whether the University of Bath consents to the image being included in the presentation, and whether the acknowledgement is accurate and sufficient before sharing the presentation.

### Example 2:

Joe Bloggs who is a Postgraduate Student wishes to include some data which belongs to a company called Loads of Data, who has allowed the University and certain Postgraduate Students to use the data under a data licence, in his thesis which he wrote in 2019. Therefore Joe Bloggs is an author and, as set out in section 8 of the IP Framework, copyright in the thesis (which is a Scholarly Work) belongs to Joe Bloggs and data belongs Loads of Data. Consequently Joe Bloggs should add two copyright acknowledgements as follows:

- to the thesis as a whole:
  - o © Joe Bloggs 2019
- under the table which contains the data:
  - o The data in this table belongs to Load of Data who have kindly agreed to allow their data to be included in my thesis.

In addition, Joe Bloggs should ask his Academic Supervisor to check with Loads of Data whether they consent to the data being included in his thesis, and whether the acknowledgement is accurate and sufficient before submitting his thesis.



### 3. Acknowledgement of University IP

Further to section 11.3.2, below are two examples which highlight how University IP should be acknowledged.

#### Example 1:

Professor Joan Bloggs who is an Employee wish to include a patient questionnaire which she created in 2008 in a journal article which she wrote in 2018. Therefore Professor Joan Bloggs is the author and, as set out in section 2.1 of the IP Framework, copyright in the patient questionnaire belongs to the University and, as set out in section 8 copyright in the journal article belongs to Professor Joan Bloggs (unless the publisher requires Professor Joan Bloggs to assign copyright in the journal article to the publisher). Consequently Professor Joan Bloggs should add two copyright acknowledgements as follows:

- to the journal article as a whole:
  - o © Professor Joan Bloggs 2018, or
  - o © Name of Publisher 2018, and
- under the patient questionnaire:
  - o © Royal Holloway and Bedford New College 2008, or
  - o © Royal Holloway and Bedford New College 2008, author: Professor Joan Bloggs.

In addition, Professor Joan Bloggs should ask her Authoriser to check if the patient questionnaire can be included in her journal article and whether the acknowledgement is accurate and sufficient before submitting the journal article.

#### Example 2:

Joe Bloggs who is a Postgraduate Student wishes to include some data which he has gathered during his postgraduate studies in his thesis which he wrote in 2020. Therefore Joe Bloggs is the author and, as set out in section 3.1 of the IP Framework, the data belongs to the University, and, as set out in section 8 of the IP Framework, copyright in the thesis (which is a Scholarly Work) belongs to Joe Bloggs. Consequently Joe Bloggs should add two copyright acknowledgements as follows:

- to the thesis as a whole:
  - o © Joe Bloggs 2020
- under the table which contains the data:
  - o The data in this table belongs to Royal Holloway and Bedford New College who have kindly agreed to allow their data to be included in my thesis.

In addition, Joe Bloggs should ask his Academic Supervisor to check if the data can be included in his thesis and whether the acknowledgement is accurate and sufficient before submitting his thesis.

## SCHEDULE C

### Release of a copyright protected work (other than software) under a Creative Commons licence

At part of its charitable remit and in line with most Funder requirements and subject to section 12.2 and section 12.3 of the IP Framework, the University should make its research outputs widely available. With respect to a copyright protected work including but not limited to an image, a method description, an interview (including a recording or a transcript), a questionnaire (including a patient questionnaire), or a technical design, there are four ways the work can be made available to a third party:

- a) under a bespoke licence
- b) under a Creative Commons licence
- c) under a Creative Commons licence and a (later) bespoke licence
- d) without any licence

A bespoke licence is appropriate where a Commercial Partner wishes to use a copyright protected work (other than software) in return for a Royalty. A bespoke licence is therefore a form of Commercial Partnering Arrangement.

A Creative Commons licence is appropriate where the University wishes that other universities or non-for-profit organisation will use the copyright protected work. More information about Creative Commons licences can be found at <https://creativecommons.org/licenses/> and questions about Creative Commons licences should in the first instance be discussed with Library Services.

It is also possible to release a copyright protected work (other than software) both under a Creative Commons licence and a bespoke licence provided a non-commercial Creative Commons licence is used.

The University does not encourage the release of a copyright protected work to a third party with no licence in place as this can create ambiguity.

Below are four examples to show examples of when options a) to c) are appropriate. As explained in Schedule B (Authorship, ownership and acknowledgement of Third Party IP or University IP), it is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the copyright protected work can ask the copyright holder for a licence).

#### Example 1 (release of a copyright protected work under a bespoke licence):

Professor Joan Bloggs who is an Employee has created a technical design which she knows that a company called We Make It would like to use. Therefore, the copyright in the technical design belongs to the University and Professor Joan Bloggs should, as set out in section 11.7, contact Knowledge Exchange to discuss how the technical design can be released to We Make It under a bespoke licence. The bespoke licence will give We Make It the right to make and sell products to the technical design and will also require We Make It to ensure that the products are safe and to pay a Royalty to the University.

#### Example 2 (release of a copyright protected work under a Creative Commons licence):

Joe Bloggs who is a Postgraduate Student has created an image which he knows that students at other universities would like to use. Therefore, the copyright in the image belongs to the University and Joe Bloggs decides, after consulting with his Academic Supervisor and Library Services, to release the image on a University managed website under the Creative Commons CC BY-ND licence setting out that the University (rather than Joe Bloggs) owns the copyright in the image. The relevant section of the University managed website reads as follows:

“This image was created by Joe Bloggs in 2018 under a project which was funded by [insert name of Funder] and was published in [insert name of journal]. The copyright in the image belongs to Royal Holloway and Bedford New College and it can be used under the Creative Commons CC BY-ND licence. If you wish to modify the image please get in touch with [insert name of Academic Supervisor with link to Academic Supervisor’s email address] to discuss the terms of a licence.”

Example 3 (release of a copyright protected work under a Creative Commons licence and a bespoke licence):

Professor Joan Bloggs who is an Employee created a patient questionnaire in 2014 which she knows that academics at other universities would like to use. Therefore, the copyright in the patient questionnaire belongs to the University and Professor Joan Bloggs decides, after consulting with Library Services and her Authoriser, to release the patient questionnaire on a University managed website under the Creative Commons CC BY-NC-ND licence setting out that the University (rather than Professor Joan Bloggs) owns the copyright in the patient questionnaire. The relevant section of the University managed website reads as follows:

“This patient questionnaire was created by Professor Joan Bloggs in 2014 under a project which was funded by [insert name of Funder] and was published in [insert name of journal article]. The copyright in the patient questionnaire belongs to Royal Holloway and Bedford New College and it can be used under the Creative Commons CC BY-NC-ND licence. If you wish to modify the patient questionnaire or use the patient questionnaire for commercial purposes please get in touch with Professor Joan Bloggs [and link to Professor Joan Bloggs’ email address] to discuss the terms of a licence.”

In 2020 a company called We Test It gets in touch with Professor Joan Bloggs and indicates that they would like to use the patient questionnaire in a clinical trial. Therefore, Professor Joan Bloggs should, as set out in section 11.7, contact Knowledge Exchange to discuss how the patient questionnaire can be released to We Test It under a bespoke licence. The bespoke licence will allow We Test It to use the patient questionnaire and will also require We Test It to ensure that the clinical trial is carried out safely and to pay a Royalty to the University.

If Professor Joan Bloggs had released the patient questionnaire under the Creative Commons CC BY-ND licence, We Test It could use the patient questionnaire without paying a royalty to the University and it would not be possible to put a bespoke licence in place.

Example 4 (release of a copyright protected work without any licence):

Joe Bloggs who is a University of London Student has created a technical design which he knows that Professor Freda Davies who is an Employee and a company called We Mark It would like to use. Therefore, the copyright in the technical design belongs to Joe Bloggs and Joe Bloggs decides to share his technical design with Professor Freda Davies and separately with We Mark It.

Professor Freda Davies should not use the technical design unless Joe Bloggs follows good practice and releases his technical design under a bespoke licence or preferably a Creative Commons licence because using the technical design without defined licence terms means that Professor Freda Davies (or the University) may not be able to use any works which Professor Freda Davies creates which is based on the technical design as Professor Freda Davies (or the University) may wish to do.

It would be advisable for We Mark It to follow the same practice but We Mark It is free to proceed as they wish and the University cannot control Joe Bloggs or We Mark It's actions.

The same would apply if Joe Bloggs were an Undergraduate Student.

## SCHEDULE D

### Release of software under an Open Source licence

At part of its charitable remit and in line with most Funder requirements and subject to section 12.2 and section 12.3 of the IP Framework, the University should make its research outputs widely available. With respect to software, there are four ways the software can be made available to a third party:

- a) under a bespoke licence
- b) under a restrictive Open Source licence
- c) under a permissive Open Source licence
- d) without any licence

A bespoke licence is appropriate where a Commercial Partner wishes to use some software in return for a Royalty. A bespoke licence is therefore a form of Commercial Partnering Arrangement.

An Open Source licence is appropriate where the University wishes that other universities or non-for-profit organisation will use the software. More information about Open Source licences can be found at <https://opensource.org/licenses> and questions about Open Source licences should in the first instance be discussed with Research Contracts.

It is also possible to release software both under an Open Source licence and a bespoke licence provided a non-commercial Open Source licence is used.

The University does not encourage the release of software to a third party with no licence in place as this can create ambiguity.

Below are four examples to show examples of when options a) to c) are appropriate. As explained in Schedule B (Authorship, ownership and acknowledgement of Third Party IP or University IP), it is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the software can ask the copyright holder for a licence).

Please note that in the example below, the software that was written by the Employee or Student was new software and was not a modification of pre-existing software. Please contact Research Contracts if you plan to release any software which is a modification of pre-existing software.

#### Example 1 (release of software under a bespoke licence):

Professor Joan Bloggs who is an Employee has written some software which she knows that a company called Software House would like to use. Therefore, the copyright in the software belongs to the University and Professor Joan Bloggs should, as set out in section 11.7, contact Knowledge Exchange to discuss how the software can be released to Software House under a bespoke licence. The bespoke licence will give Software House the right to sell the software and will also require Software House to ensure that the software is suitable for the customers and to pay a Royalty to the University.

#### Example 2 (release of software under a restrictive Open Source licence):

Joe Bloggs who is a Postgraduate Student has some software which he knows that students at other universities would like to use. Therefore, the copyright in the software belongs to the University and Joe Bloggs decides, after consulting with his Academic Supervisor and Research Contracts, to release the software on a University managed website under the General Public Licence v3 licence (which is a restrictive Open Source licence) setting out that the University (rather than Joe Bloggs) owns the copyright in the software. The relevant section of the University managed website reads as follows:

“This software was created by Joe Bloggs in 2018 under a project which was funded by [insert name of Funder] and was published in [insert name of journal]. The copyright in the software belongs to Royal Holloway and Bedford New College and it can be used under the General Public Licence v3 licence.”

The restrictive Open Source licence allows third parties to use and modify the software but obliges a third party to release any modifications they create under the same terms. This means that a third party is likely to use the software Joe Bloggs created for non-commercial purposes only.

#### Example 3 (release of software under a permissive Open Source licence):

Professor Joan Bloggs who is an Employee wrote some software in 2014 which she knows that academics at other universities would like to use. Therefore, the copyright in the software belongs to the University and Professor Joan Bloggs decides, after consulting with Library Services and her Authoriser, to release the software on a University managed website under a Apache License 2.0 (i.e. a permissive Open Source licence) setting out that the University (rather than Professor Joan Bloggs) owns the copyright in the software. The relevant section of the University managed website reads as follows:

“This software was created by Professor Joan Bloggs in 2014 under a project which was funded by [insert name of Funder] and was published in [insert name of journal article]. The copyright in the software belongs to Royal Holloway and Bedford New College and it can be used under Apache License 2.0.”

The permissive Open Source licence allows third parties to use and modify the software without obliging the third party to release any modifications they create under the same terms. This means that a third party is likely to use the software Joe Bloggs created for commercial or non-commercial purposes.

#### Example 4 (release of software without any licence):

Joe Bloggs who is a University of London Student has written some software which he knows that Professor Freda Davies who is an Employee and a company called Software House would like to use and modify. Therefore, the copyright in the software belongs to Joe Bloggs and Joe Bloggs decides to share his software with Professor Freda Davies and separately with Software House.

Professor Freda Davies should not use the software unless Joe Bloggs follows good practice and releases his software under a bespoke licence or preferably an Open Source licence because using the software without defined licence terms means that Professor Freda Davies (or the University) may not be able to use any modification to the software which Professor Freda Davies creates as Professor Freda Davies (or the University) may wish to do.

It would be advisable for Software House to follow the same practice but Software House is free to proceed as they wish and the University cannot control Joe Bloggs or Software House's actions.

The same would apply if Joe Bloggs were an Undergraduate Student.

## SCHEDULE E

### Standard Commercial Partnering Arrangements

As set out in section 13.1.1 of the IP Framework, the University does not Commercialise University IP itself and instead, if the University can see that some University IP is of commercial interest, the University enters into a Commercial Partnering Arrangement with a Third Party to allow the Third Party to Commercialise the University IP.

Each time that the University wishes to enter into a new Commercial Partnering Arrangement, all individuals (i.e. academic staff, Research and Innovation staff, and finance staff) involved in setting up a Commercial Partnering Arrangement will need to consider whether a proposed Commercial Partnering Arrangement is in line with **State Aid requirements** and in line with the **University's sustainability requirements**. In order to understand whether a proposed Commercial Partnering Arrangement is in line with State Aid requirements, only the green section (i.e. the project costs) of the diagrams in this Schedule E need to be considered. In order to understand whether a proposed Commercial Partnering Arrangement is in line with the University's sustainability requirements, both the green section (i.e. the project costs) and the yellow section (i.e. the investment into the University's infrastructure and early stage research) of the diagrams in this Schedule E need to be considered.

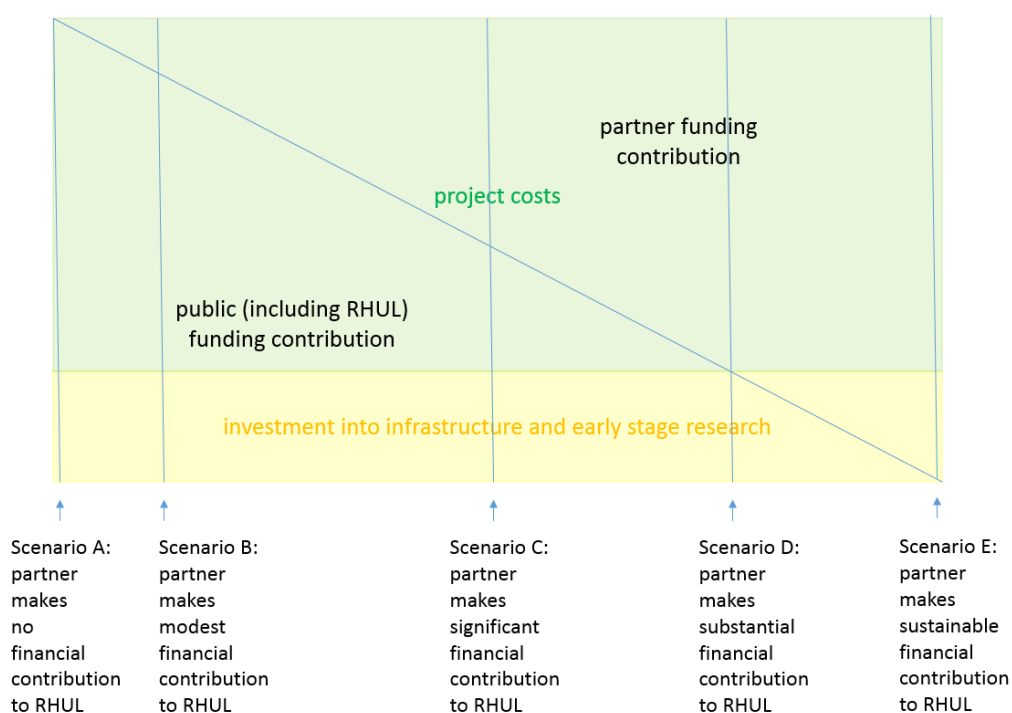


Diagram 1: an overview of different Commercial Partnering Arrangements

In this Schedule E a number of possible Commercial Partnering Arrangements are described. As shown in Diagram 1 the Commercial Partnering Arrangements have been grouped into Scenarios A to E according to the increasing financial contribution which the Third Party (i.e. sometimes also referred to as the Commercial Partner or the potential Licensee) **initially** will provide to the University.

If the research is successful in the sense that the project results are of commercial interest to the Third Party, the Third Party should then, at a later date, reimburse the University for its outlay (i.e. the co-



funding the University provided). This is in practice achieved by putting a Commercial Partnering agreement in place with the Third Party to say that the University will initially own the results and grant a time-limited option to the results to the Third Party in return for a further payment as is explained in more detail below.

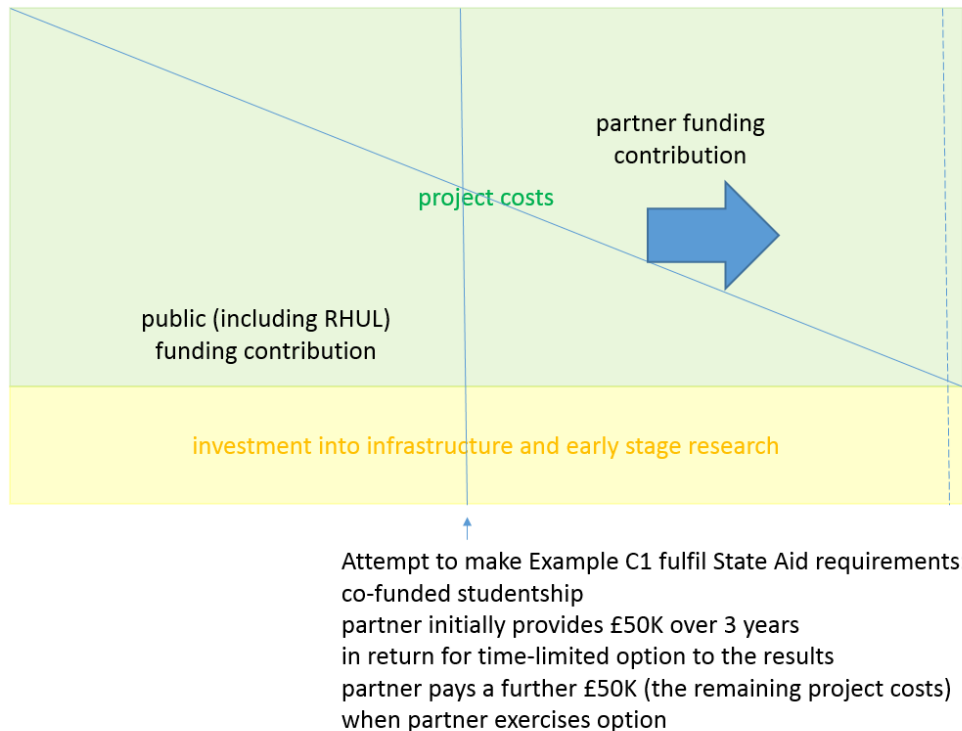


Diagram 2: how make a Scenario C Commercial Partnering Arrangement fulfil State Aid requirements

Diagram 2 shows how scenario C1 (a studentship which is co-funded by a Third Party and the University) can be improved and fulfil State Aid requirements using this approach. The individual involved in setting up such a Commercial Partnering Arrangement need to remember to explain to the Third Party that the co-investment into the research (typically about half the project costs) constitutes the initial investment of the Commercial Partner and that the Commercial Partner will need to make a further investment (here reimburse the other half of the project costs) if the Commercial Partner wishes to use the project results for commercial purposes.

The advantage of the arrangement set out in Diagram 2 for the Commercial Partner is that it reduces the Commercial Partner's initial investment into a technology. If the project results are not promising the Commercial Partner will not need to make a second investment because the Commercial Partner will not need a licence to use the project results for commercial purposes. If the projects results are promising the Commercial Partner will need to make a second investment but the commitment for the second investment will be later in time e.g. allowing the Commercial Partner to secure more funding. This arrangement therefore de-risks the technology for the Commercial Partner.

In addition, the arrangement set out in Diagram 2 is in line with State Aid regulations because all the project costs will be recouped by the University in the event that the Commercial Partner wishes to Commercialise the project results. However, the arrangement set out in Diagram 2 does not fulfil the University's sustainability requirements.

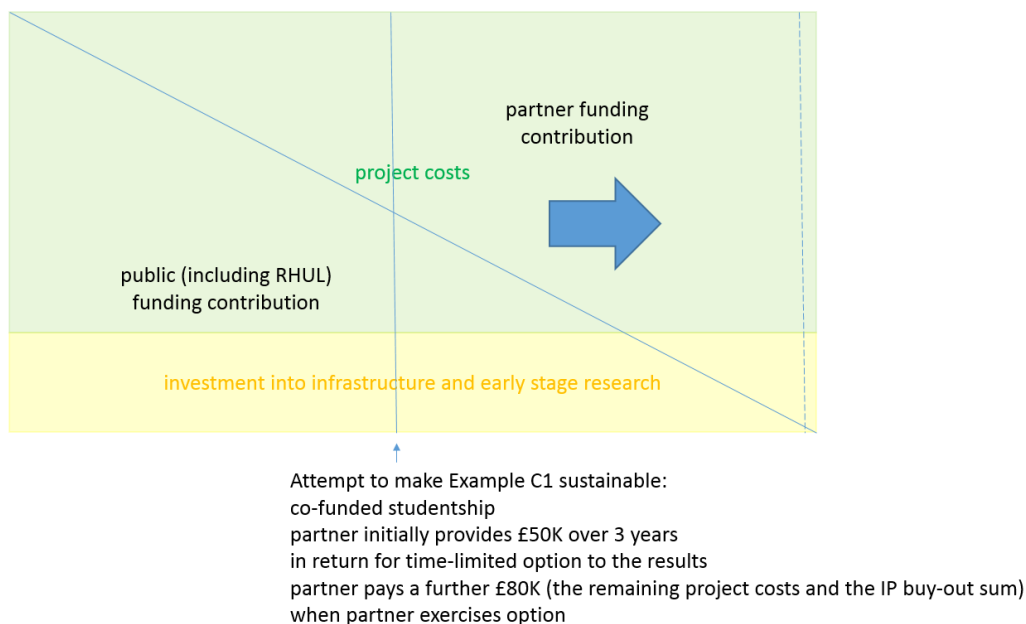


Diagram 3: how to make a Scenario C Commercial Partnering Arrangement fulfil the University's sustainability requirements

Diagram 3 shows how scenario C1 (a studentship which is co-funded by a Third Party and the University) can be improved and fulfil both State Aid requirements and the University's sustainability requirements. Again the individual involved in setting up such a Commercial Partnering Arrangement will need to remember to explain to the Third Party that the co-investment into the research (typically slightly more than half the project costs) constitutes the initial investment of the Commercial Partner and that the Commercial Partner will need to make a further investment (i.e. reimburse the remaining project costs and IP buyout) if the Commercial Partner wishes to use the project results for commercial purposes.

The advantage of the arrangement set out in Diagram 3 for the Commercial Partner is the same as the arrangement set out in Diagram 2 (i.e. it reduces the Commercial Partner's initial investment into a technology and therefore de-risks the technology for the Commercial Partner).

In addition, the arrangement set out in Diagram 3 is in line with State Aid regulations and the University's sustainability requirements because all the project costs and the IP buy out sum will be recouped by the University in the event that the Commercial Partner wishes to Commercialise the project results.

In short, the University and public funders have been tasked to de-risk technology for individuals and companies who wish to invest in technology but also need to demonstrate that in doing so they still comply with State Aid provisions. In addition, the University has been tasked to ensure that its research portfolio is sustainable.

Please note that this section is specific to Commercial Partnering Arrangements where the Third Party is a commercial company and that Commercial Partnering Arrangement where the Third Party is another university or a non-profit research organisation follow the same principles as set out in this Schedule but can be more relaxed because European State Aid regulations do not apply.

It is important in any agreement which underpins the Commercial Partnering Arrangement (e.g. whether this is a data licence, material transfer agreement, project partner agreement, research

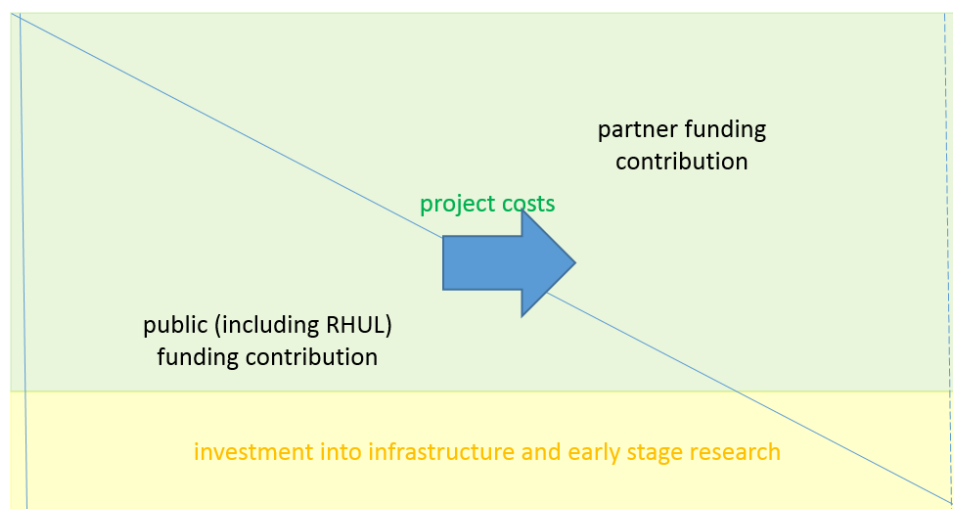
collaboration agreement, or studentship agreement) to capture who will fund the research project (and, if applicable, who had funded earlier relevant research) to ensure that both the University and the Third Party (i.e. the potential Licensee) can see why the proposed Commercial Partnering Arrangement fulfils State Aid regulations and fulfils the University's sustainability requirements.

If any deviations to the guidance below are agreed as an exception via the Commercial Partnering Committee the agreement which underpins the Commercial Partnering Arrangement should define the standard Commercial Partnering Arrangement and explicitly explain that an exception was made, why the University agreed to the exception and believes this to be equitable, the level of subsidy provided by the University (and/or a public funder) to ensure that the University can demonstrate that it is not in breach of European State Aid rules.

### Scenario A - No financial contribution from the Third Party to the University

Example A1 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the University at 20% fEC, and a Third Party is prepared to give the University free access to some of its proprietary data or some of its proprietary material for use in the research project.

Example A2 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the University at 20% fEC, and a Third Party is prepared to be a project partner (as defined by UKRI funding rules) and give the University free advice (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project.



Attempt to make Example A2 sustainable:  
 UKRI project with one project partner  
 project partner initially provides no funding to RHUL  
 in return for time-limited option to the results  
 partner pays £130K (i.e. the project costs and the IP buy-out sum)  
 when partner exercises option

Example A3 – A research project which is mostly funded by UKRI (80% fEC for the University, sliding scale of fEC for the Third Party depending on the size of the company), is co-funded by the University at 20% fEC, and is co-funded by the Third Party by providing to itself whatever Innovate UK will not provide. This frequently occurs under an Innovate UK grant.

Example A4 - A research project which is mostly funded by a self-funded or overseas funded PhD student who covers his/her living costs and the tuition fees, is co-funded by the University by providing research expenses, supervision, and the overheads associated with lab space, and a Third Party is prepared to give the University free access to some of its proprietary data or some of its proprietary material for use in the research project.

Example A5 - A research project which is mostly funded by UKRI by providing a stipend and the tuition fees for a PhD student, is co-funded by the University providing research expenses, supervision, and the overheads associated with lab space, and a Third Party is prepared to provide the PhD student with a three month placement. This frequently occurs under a CASE studentship.

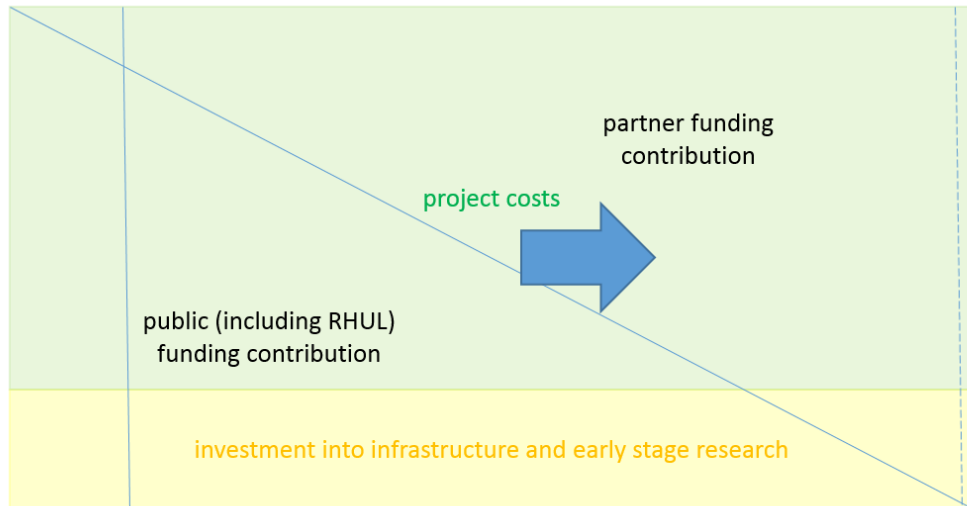
In each case listed above it is acceptable for the University to provide a time limited option to a licence to the research outputs to the Third Party (via a data licence, material transfer agreement, project partner agreement, research collaboration agreement, or a studentship agreement, as the case may be). The time limits in the option should be kept short (up to 3 months, and up to 3 months) to reflect the fact that the Third Party is not making a financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. In addition, in the case of an Innovate UK project where there is more than one Third Party, the University must explain to each Third Party that it can only provide a non-exclusive licence if more than one Third Party exercises their option. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In each case listed above it is not acceptable for the University to allow the Third Party to own any research outputs as set out in scenario C, scenario D, or scenario E.

### **Scenario B - Modest financial contribution (i.e. 1-49% fEC) from the Third Party to the University**

Example B1 - A research project which is mostly funded by a self-funded or overseas funded PhD student who covers his/her living costs and the tuition fees, is co-funded by the University by providing supervision and the overheads associated with lab space, and a Third Party is prepared to provide the University with funds to cover the research expenses (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project.

Example B2 - A research project which is mostly funded by UKRI by providing a stipend and the tuition fees for a PhD student, is co-funded by the University by providing supervision and the overheads associated with lab space, and a Third Party is prepared to provide the University with funds to cover (some of) the research expenses of the research project and to provide the PhD student with a three month placement. This frequently occurs under a CASE studentship.



Attempt to make Example B2 sustainable:  
CASE studentship  
partner initially provides £5K to RHUL over 3 years  
in return for time-limited option to the results  
partner pays a further £125K (the remaining project costs and the IP buy-out sum)  
when partner exercises option

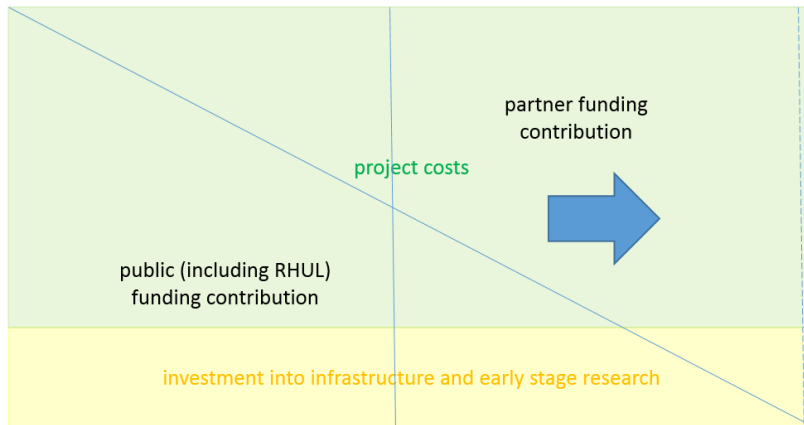
Example B3 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the University at 10% fEC, and a Third Party is prepared to give 10% fEC to the University (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project. This frequently occurs under a BBSRC IPA.

In each case listed above it is acceptable for the University to provide a time limited option to a licence to the research outputs to the Third Party (via a research collaboration agreement, or a studentship agreement, as the case may be). The time limits in the option can be longer than as set out in scenario A (up to 4 months, and up to 4 months) to reflect the fact that the Third Party is making a modest financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In each case listed above it is not acceptable for the University to allow the Third Party to own any research outputs as set out in scenario C, scenario D, or scenario E.

**Scenario C - Significant financial contribution (i.e. 50-99% fEC) from the Third Party to the University**

Example C1 - A research project which is part funded by the University providing half the stipend, half the tuition fees, the supervision costs, and the overhead associated with lab space for a PhD student, and a Third Party is prepared to co-fund by providing the University with the other half the stipend, the other half the tuition fees, and funds to cover the research expenses of the research project. This frequently occurs under a co-funded studentship.



Attempt to make Example C1 sustainable:  
 co-funded studentship  
 partner initially provides £50K over 3 years  
 in return for time-limited option to the results  
 partner pays a further £80K (the remaining project costs and the IP buy-out sum)  
 when partner exercises option

Example C2 – A research project which is mostly funded by a Third Party who provides the University with the direct costs of a PhD research project (i.e. the stipend, the tuition fees, and the research expenses), and the University is prepared to co-fund the project by providing the supervision costs, and the overheads associated with lab space for a PhD student. This frequently occurs under a “fully funded” studentship.

In each case listed above it is acceptable for the University to provide a time limited option to a licence to the research outputs to the Third Party (via a studentship agreement). The time limits in the option can be longer than as set out under scenario B (up to 6 months, and up to 6 months) to reflect the fact that the Third Party is making a significant financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

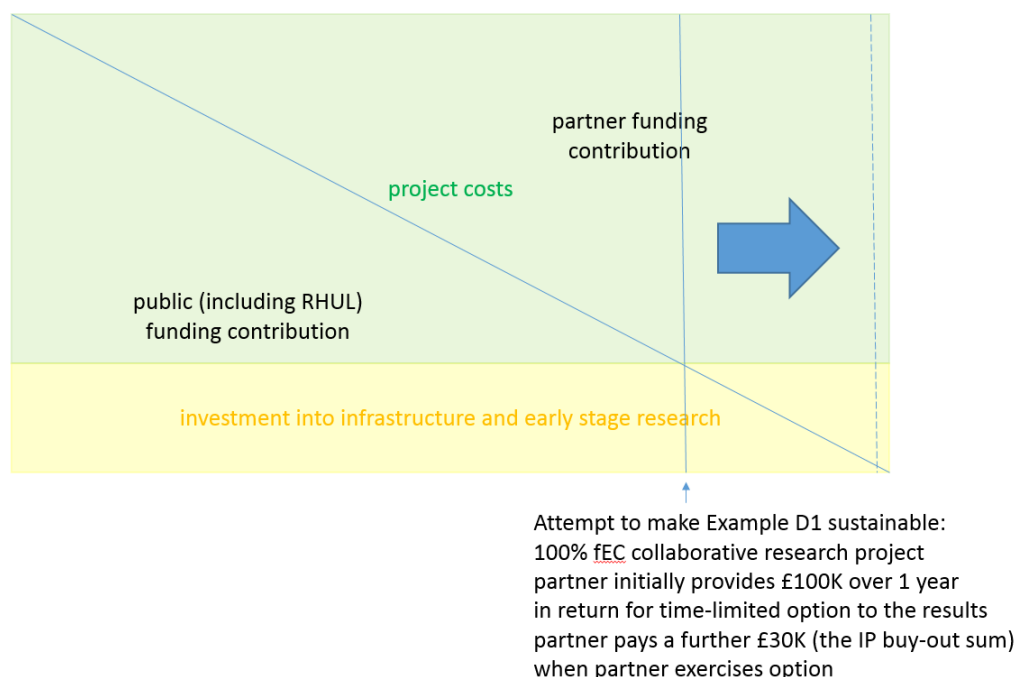
In each case listed above it is also acceptable for the University to allow the Third Party to own the research outputs (via a studentship agreement) with an obligation to provide the University with a one-off payment to cover the University’s investment (and, if possible an IP buyout charge) within a fixed period after the end of the project.

In each case listed above it is also acceptable for the University to allow the Third Party to own some of research outputs (via a studentship agreement) provided there is a clear case that the research outputs which the University will own will be valuable in their own right.

In each case listed above it is not acceptable for the University to allow the Third Party to own the research outputs and to provide a revenue share to the University or to own the research outputs outright as set out in scenario D, or scenario E.

**Scenario D - Substantial financial contribution (i.e. 100-129% fEC) from the Third Party to the University**

Example D1 – A research project where the Third Party provides the University with 100% fEC but is not prepared to pay the IP buyout charge.



In the case listed above it is acceptable for the University to provide a time limited option to a licence to the research outputs to the Third Party (via a research collaboration agreement). The time limits in the option can be longer than as set out under scenario C (up to 12 months, and up to 6 months) to reflect the fact that the Third Party is making a substantial financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In the case listed above it is also acceptable for the University to allow the Third Party to own the research outputs (via a research collaboration agreement) with an obligation to:

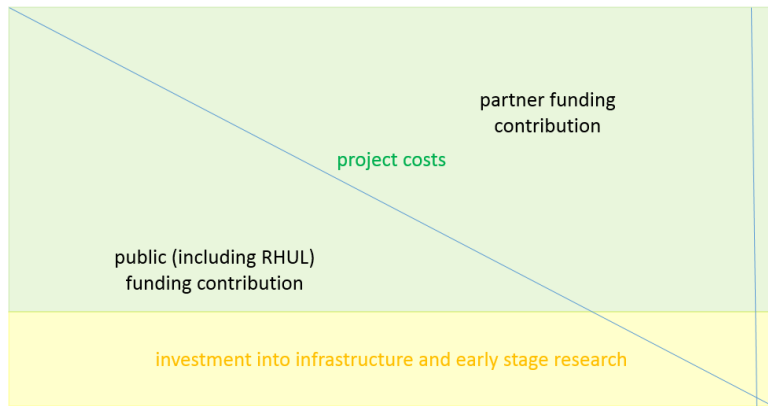
- a) provide the University with a one-off payment for the IP buyout charge within a fixed period after the end of the project, or
- b) put in place a revenue share with the University if Commercialisation of the research outputs is successful.

In the case listed above it is also acceptable for the University to allow the Third Party to own some of research outputs (via a studentship agreement) provided there is a clear case that the research outputs which the University will own will be valuable in their own right.

In the case listed above it is not acceptable for the University to allow the Third Party to own the research outputs outright as set out in scenario E.

**Scenario E - Sustainable financial contribution (i.e. at least 130% fEC) from the Third Party to the University**

Example E1 – A research project where the Third Party provides the University with 130% fEC and the IP buyout charge.



Example E1:  
130% fEC collaborative research project  
partner provides £130K over 1 year  
RHUL almost breaks even

In this case it is acceptable for the University to allow the Third Party to own the research outputs outright.



## SCHEDULE F

### THE UNIVERSITY'S POSITION ON GUARANTEES, PIPELINES, REPAYMENTS, AND WARRANTIES

The University has a duty to develop policies and support services which create the best possible environment for intellectual property (IP) to be created and to be transferred into practical use. The University, however, as a charitable organisation has to be careful not to expose itself to and to safeguard its assets from unnecessary risks. Any agreement in which the University is being asked to make a representation or give a warranty, indemnity or guarantee could potentially expose the University to risk. It therefore needs to be reviewed, in the case of IP agreements, by Research Contracts.

This Framework sets out the University's approach to such obligations and its risks under them.

#### University Approach

Where the University is entering into a Commercial Partnering Arrangement, it may be asked to enter into some obligations to support its position. This is most likely to arise in the context of IP assignments or licences, but can also sometimes arise in the context of other agreements surrounding spin-out companies, which are acquiring some IP of the University or in R&D agreements, where a Funder is acquiring some rights in IP. The University's approach is that, where the third party is providing real value to the University, it will back up the IP which it is putting into the deal with some limited warranties.

- **Indemnity** - The University will not provide an indemnity with respect to IP because of the increased liabilities involved.
- **Representation** -The University also does not wish to give representations, because of the complexities that can arise with them. Any pre-contractual representation must be excluded by what is often known as an "entire agreement" clause.
- **Warranty** -The warranties that the University is prepared to give will vary slightly depending upon the nature of the transaction. Essentially, they might comprise a limited warranty that the University is the registered proprietor of or applicant for the IP in question; and has not previously assigned or licensed the IP in such a way as would prevent the current agreement being entered into. The warranty of ownership must be limited to the awareness of the University and that awareness will be based solely upon information supplied by named individuals.

Additional warranties, such as, the IP is not encumbered in any way, the other party's use of the IP will not infringe any third party rights, and/or the IP is valid, increase the University's risk and go beyond the warranties/obligations which the University is prepared to offer and cannot be accepted.

It is also important to be aware of assignments of IP which assign "all rights, title and interest" in the IP. The University will only ever assign "its right, title and interest" in the IP.

## **Pipelines**

Pipelines are created where the University grants to a licensee or spin-out company automatic rights to future technology arising from the University. Giving away such IP rights to future technology, such as improvements, is giving away an asset of the University for nothing. As a charitable institution, the University cannot do this.

## **Repayments**

The University will not enter into arrangements under which there could be repayment of sums paid to the University, such as an agreement including a repayable deposit. A repayment does not include a claim for damages.

## **Limitation of Liability**

Where the University has entered into warranties or given other commitments to the other party to an agreement, it must limit its liability. That liability should be capped by reference to the financial benefit which the University receives at the time of that agreement, such as the immediate cash consideration (excluding any VAT) which the University has received for the assignment of IP. In the case of a licence, it might be linked to royalties received over a specified period.

For spin-out companies, the University will only own a proportion of that company's shares and so its liability must be capped accordingly. It must also be made clear that, if further investment is made into the spin-out company later, then the University will not give further warranties at that stage, nor will its liability increase.

The University also expects to limit the time within which any claims must be brought.

## SCHEDULE G

### Detailed provisions about the sharing of Net Income

The University will continue to share the Net Income in accordance with the 2011 Exploitation of Inventions and Patents Code of Practice for any income received for a technology which was notified to Knowledge Exchange up until 31<sup>st</sup> December 2020 provided that the Commercial Partnering Arrangement for that technology was signed up until 31<sup>st</sup> December 2020.

The University will share the Net Income in accordance with this Schedule for any income received i) for a technology which was notified to Knowledge Exchange on or after 1<sup>st</sup> January 2021, or ii) under a Commercial Partnering Arrangement which the University entered into on or after 1<sup>st</sup> January 2021 (irrespective of when the technology was first notified to Knowledge Exchange).

#### 1. An Incentive to disclose Commercialisable University IP

**Inventor/School/University Share** - The Net Income will be shared as follows:

Total Net Income	Originator(s)	School(s)	University	
up to £5,000	100%	0%	0%	
£5,001 - £75,000	50%	20%	30%	
			15%	15% for Patent Development Fund
over £75,000	30%	30%	40%	
			15%	25% for Patent Development Fund

In the table above School(s) means the School(s) from which the University IP originated.

**Sharing of the Originators' portion of the Net Income between Originators** - if there is more than one Originator, the portion of the Net Income due to the Originators (as set out in the table above) needs to be further shared between the individual Originators. The proportion each Originator receives will reflect the contribution of each Originator as set out in the relevant IP disclosure form unless the Originators have agreed in writing at a later date via an amendment to the IP Disclosure Form on a different proportion.

**Sharing of the Originators' portion of the Net Income with Contributor** – in some cases the Originator(s) may feel that the portion of the Net Income due to the Originators (as set out in the table above) should also be shared with Contributor(s). The Originator may make such a request when a payment is due and should record his or her intention in writing via an amendment to the IP Disclosure Form. If there is more than one Originator then all Originators must be in agreement and record their

intention via an amendment to the IP Disclosure Form. For the avoidance of doubt, Contributor(s) do not have a right to any share of the Net Income and can only receive a share of the Net Income if the Originator(s) request this.

## 2. Clarification about Net Income

Net Income includes any income the University receives under any Commercial Partnering Arrangement, but does not include:

- shares in a Spin-Out Company (or proceeds from them); or
- any funding or payment made to support a Student; or
- income or capital representing payments for, or on account of, research (whether expressly or which have been taken into account in seeking to recover full economic costs);
- income or capital representing payments (whether lump sum, royalty or otherwise) for a licence of Third Party IP created during the course of a research programme, up to and including the full economic cost of such research to the University less the amount of such full economic cost as has been paid by such Third Party or an affiliate of it to the University for such research.

## 3. Teaching Material and University Material

**No sharing of Net Income for Teaching Material** - Even though creating Teaching Material is one of the University's core purposes, the University will usually grant an Originator a share of the Net Income arising out of the Commercialisation of Teaching Material as set out above. However, the University cannot grant such a share where:

- specific time has been made available during his or her employment (including a paid sabbatical) to an Originator for his or her contribution to the creation of any Teaching Material; or
- the Originator is specifically employed by the University to create Teaching Material (whether as all or part of his or her employment); or
- the authorship of such Teaching Material results from simultaneous or sequential contributions over time by many Employees and/or Students, such that authorship of the relevant Teaching Material cannot readily be attributed to an identifiable set of authors; or
- the content of such Teaching Material is relevant to a part of the University's strategy, e.g. teaching of a specific University course or a planned potential income source for any part of the University, except in exceptional cases

where the University recognises that any such Teaching Material is an important, breakthrough material.

**No sharing of Net Income for University Material** - Similarly, as University Material are produced for a University administrative or other purpose, an Originator will not be entitled to any share of the Net Income arising out of the Commercialisation of University Material.

#### 4. Tax and National Insurance

**Deduction at Source for Employees** - All payments to be made by the University to an Originator (or Contributor) pursuant to this **Schedule G (Detailed provisions about the sharing of Net Income)** will be subject to the deduction of any applicable income tax and employer's and employee's national insurance at source.

**Declaration and Payment** - If an Originator is no longer an Employee, then, before the University makes any payment to him or her, the University will require:

- a written confirmation from the Originator that he or she will declare such payment on all relevant tax returns and indemnify the University against any tax, national insurance, interest and penalties payable in respect of such payment or allotment; and
- actual payment of any known or reasonably anticipated tax, national insurance, interest and penalties which may arise in respect of such payment/allotment, and the University is authorised to deduct from any payment due to such former Employee.

**Indemnity** - If income tax and/or national insurance subsequently becomes payable on revenue sharing payments made to an Originator, then the Originator must indemnify the University against any tax, national insurance, interest and penalties in respect of such payments.

#### 5. Waiver procedure

An Originator (or Contributor if nominated by an Originator) who is an employee of the University may waive all or part of any payment due to him or her in accordance with the University's Waiver Policy. This waiver can be exercised when a payment is due to be made.

If an Originator (or Contributor if nominated by an Originator) who had requested a waiver leaves the employment of the University then the waiver will be deemed to be revoked for any Net Income received after the termination of employment and no new waiver can be completed.

#### 6. Missing Originator

**Notification of Address** – It is the obligation of each Originator who ceases to be an Employee, a Student, or an Academic Visitor, to notify Knowledge Exchange of his or her current email address to allow Knowledge Exchange to get in touch with the Originator in the event that there is a sharing of Net Income. If an Originator fails to provide Knowledge Exchange with his or her current email address, then he or she will be treated as a missing Originator and the University will retain any unclaimed share of Net Income for such missing Originator. For the avoidance of doubt, the University will not be a trustee of any such unclaimed share of Net Income.

**Unclaimed Amounts** – Any share of Net Income which remains unclaimed for three years from the date the relevant Income is received by the University will, after that date, be forfeited and will revert to the University, who will distribute such Net Income after excluding the missing Originator from the calculations.

#### 7. Deceased Originator

In the case of the death of an individual due a share of income, that share of any income will be payable to the estate of the deceased.

## 8. Example of how the Net Income is distributed

It is easiest to understand how the Net Income is distributed by looking at specific examples. In the table below you can see how much the Inventor(s), the School and the University would receive depending on how much income the University receives.

The details of the scenario are as follows:

- there are two Inventors - one an Employee and one a former PhD student
- both Inventors are connected to the same School
- the Inventors have agreed that the Employee's inventive contribution was 30% and the former PhD student's contribution was 70%
- the University's expenses in securing patent protection have been £7,700

Calculation of Net Income			Distribution of Net Income					
Income received	Expenses	Net Income	Inventors		School	University		
			Em- ployee	former PhD student		general funds	Patent Develop ment Fund	
<b>5,000</b>	7,700	0	-	-	-	-	-	
<b>10,000</b>	7,700	2,300	<b>100%</b>		<b>0%</b>	<b>0%</b>	<b>0%</b>	
			30%	70%				
			690	1610	0	0	0	
			<b>total</b>	<b>690</b>	<b>1610</b>	<b>0</b>	<b>0</b>	
<b>20,000</b>	7,700	12,300	<b>up to 5K</b>	<b>100%</b>		<b>0%</b>	<b>0%</b>	
			30%	70%				
			1,500	3,500				
			<b>5K – 75K</b>	<b>50%</b>		<b>20%</b>	<b>15%</b>	
			30%	70%				
			1,095	2,555	1,460	1,095	1,095	
			<b>total</b>	<b>2,595</b>	<b>6,055</b>	<b>1,460</b>	<b>1,095</b>	
<b>100,000</b>	7,700	92,300	<b>up to 5K</b>	<b>100%</b>		<b>0%</b>	<b>0%</b>	

Calculation of Net Income			Distribution of Net Income					
Income received	Expenses	Net Income	Inventors		School	University		
			Em- ployee	former PhD student		general funds	Patent Develop ment Fund	
			30%	70%				
			1,500	3,500	0	0	0	
			<b>5K – 75K</b>	<b>50%</b>	<b>20%</b>	<b>15%</b>	<b>15%</b>	
			30%	70%				
			6,750	15,750	9,000	6,750	6,750	
			<b>total</b>	<b>8,250</b>	<b>19,250</b>	<b>9,000</b>	<b>6,750</b>	<b>6,750</b>
<b>500,000</b>	7,700	492,300	<b>up to 5K</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	
			30%	70%				
			1,500	3,500	0	0	0	
			<b>5K – 75K</b>	<b>50%</b>	<b>20%</b>	<b>15%</b>	<b>15%</b>	
			30%	70%				
			10,500	24,500	14,000	10,500	10,500	
			<b>over 75K</b>	<b>30%</b>	<b>30%</b>	<b>15%</b>	<b>25%</b>	
			30%	70%				
			37,557	87,633	125,190	62,595	104,325	
			<b>total</b>	<b>49,557</b>	<b>115,633</b>	<b>139,190</b>	<b>73,095</b>	<b>114,825</b>

The table shows that, e.g. if the University receives £100K, it will after deducting its expenses, distribute £8,250 to the employee\*, £19,250 to the former PhD student\*, £9,000 to the School, and place £6,750 in the Patent Development Fund. (The asterisk means that this is the figure before deduction of income taxes).

Where the University receives Income in more than one instalment, the later income will be treated as additional Income rather than new Income. For example, if the University first received £20,000 it would distribute the Net Income as shown in the table above. If the University later received £100,000 the second round of income would be distributed as shown in the table below (assuming it had not incurred further expenses).

Calculation of Net Income			Distribution of Net Income					
Income received	Expenses	Net Income	Inventors		School	University		
				Em- ployee	former PhD student		general funds	Patent Develop ment Fund
<b>100,000</b>	0	100,000	<b>5K – 75K</b>	<b>50%</b>		<b>20%</b>	<b>15%</b>	<b>15%</b>
				30%	70%			
				9,405	21,945	12,540	9,405	9,405
			<b>over 75K</b>	<b>30%</b>		<b>30%</b>	<b>15%</b>	<b>25%</b>
				30%	70%			
				3,357	7,833	11,190	5,595	9,325
			<b>total</b>	<b>12,762</b>	<b>29,778</b>	<b>23,730</b>	<b>15,000</b>	<b>18,730</b>

This is because the “up to £5K” allocation was used completely under the first payment and £7,300 of the “£5K - £75K” allocation was used under the first payment. Therefore only £62,700 can now be paid under the “£5K - £75K” allocation and the remaining £37,300 are paid under the “over £75K” allocation.



## SCHEDULE H

### THE UNIVERSITY'S POSITION ON NON-COMMERCIAL PARTNERING ARRANGEMENTS

The University is prepared to enter into a non-commercial partnering arrangement in the context:

- a. an invention which relates to a new active ingredient, where the University will follow the "Essential Medicines" process as set out below, and
- b. a social enterprise which may benefit the local community, where the University will follow the "Social Enterprise" process as set out below.

#### Essential Medicines

The University is committed to supporting fair access to medicines for those in low income countries. Where relevant, the University will implement a technology transfer strategy that promotes the availability of an essential medicine in such countries whilst recognising any Commercial Partner's legitimate business concerns. In particular, the University achieves this by:

1. filing and prosecuting new active ingredient patent applications in low income countries only as necessary (for example, to provide development and marketing leverage for new products, or to exert leverage over global licensees, or to promote product manufacture in the country);
2. including, where possible, provisions in its stand-alone Licences that seek to promote the manufacture of medicines or the availability of active pharmaceutical ingredients at affordable prices to low income countries.

The University expects any Commercial Partner to appreciate and cooperate with the University to support the University with its commitment.

#### Social Enterprises

The University is committed to supporting the local community. Where relevant, the University will implement a technology transfer strategy that promotes the availability of a technology to the local community whilst recognising any Commercial Partner's legitimate business concerns. In particular, the University achieves this by including, where possible, provisions in its stand-alone Licences that allow a local enterprise to use the same technology locally only.

The University expects its any Commercial Partner to appreciate and cooperate with the University to support the University with its commitment.



# **Health and Safety Policy**

(Version 6)

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# Health and Safety Policy Statement

08 July 2019



Royal Holloway, University of London is committed to ensuring the highest academic standards and providing an excellent student experience through responsible management. As part of this commitment, the College will ensure, so far as is reasonably practicable, the health, safety and welfare of its students, staff, contractors and visitors. We will meet the legal requirements of the Health and Safety at Work etc. Act 1974, and all subsidiary legislation, and will strive to achieve excellence in our management of health and safety.

Our overarching aim is that everyone who works on, or visits, our campus can enjoy its distinguished and distinctive history without detriment to their health and safety. This requires the identification, and management, of a diverse range of risks, some unique to Higher Education.

While every employee has a duty to ensure their own health and safety, as well as anyone who could be affected by their acts or omissions, the College has an equal duty to provide a safety and healthy workplace. We will ensure that proportionate resources are available to manage the risks to health and safety and that everyone working on our campus is aware of their responsibilities and what they can expect from the management of the College, in terms of health and safety. This includes providing reasonable adjustments where required to ensure that we provide all individuals, without discrimination, a safe and healthy working environment.

The Health and Safety Office will produce and manage a clear, concise, health and safety policy to outline, in detail, the responsibilities and arrangements for health and safety, and will work with all stakeholders to prevent accidents and work-related ill health where at all possible. The policies, and responsibilities, will be reviewed and updated at least annually or where there have been significant changes to the College or the nature of the College's activities. We will audit and inspect against our own policies and procedures, as well as British, European, and International standards as required.

The College will provide information, instruction, and training to ensure that those we owe a duty of care to are competent to complete any roles assigned to them, without prejudicing the safety or health of themselves, or anyone who could be affected by their work.

We will collaborate with our students, contractors, professional bodies, and other Universities to our mutual benefit, and be open with our decisions and communication about health and safety issues. Consultation will be carried out with relevant parties before fundamental changes are made to any aspect of the health and safety management system.

The senior management of the College is committed to this policy and its implementation. We expect every member of the College to share this commitment and work together with us to achieve it.

*Signature*

**Paul Layzell**  
Principal

*Signature*

**Elaina Moss**  
Director of Governance & Legal  
Services and Secretary to  
Council

*Signature*

**David Ashton**  
Deputy Principal (Operations)

*Signature*

**Douglas Searle**  
Director Health and Safety

# Individual Responsibilities

16 July 2019



Every employee of Royal Holloway, including any individuals or companies employed by the College to carry out work, has a number of personal responsibilities with regard to health and safety. In general this requires that they do not harm themselves, or others, either by their actions or through inaction. This is both a moral and a legal duty.

Royal Holloway takes the health, safety, and welfare of its students, staff, contractors, and visitors seriously; the College expects that its students and staff also take health and safety seriously. This goes further than an expectation to just follow policies and procedures. To keep us all safe individuals must take responsibility for the health and safety of themselves, their work area, and anyone else who could be affected by their work.

All individuals living or working at Royal Holloway are expected to:

- Work and act safely at all times to ensure the health, safety, and welfare of all students, staff, visitors and contractors.
- Cooperate with the College to meet its health and safety duties.
- Familiarise themselves with the College and local health and safety arrangements for the places that they work, including any relevant Policy sections, the location of fire exits, names of the first aiders, and who their Health and Safety Coordinator (HSC) is.
- Inform the College, usually through their HSC, of any hazards or risks that have not been identified or that require additional controls.
- Report any accidents, incidents, or near misses that you witness or are involved in.
- Complete any health and safety training assigned to them in a timely fashion.
- Wear any Personal Protective Equipment (PPE) they are required to use during the operations when it is specified.
- Visually inspect any vehicle, equipment, or PPE, prior to use to ensure that it appears to be in good working order.
- Attend any health surveillance appointments specified and follow any guidance given by the occupational health professionals.

For those who work off site, either in the field or at a site owned or operated by another organisation:

- Comply with local health, safety, and welfare procedures in addition to any specified by the College.
- Ensure that they have received travel health advice for locations outside of the UK and that they have received all vaccinations recommended.
- That they plan their travel to minimise the risk to their health, safety, and welfare.

You are expected to take reasonable steps to keep yourself and others safe and cooperate with the College in fulfilling its duty to safeguard the health, safety, and welfare of its students, staff, contractors, and visitors.

## Organisation and arrangements

This document contains information on the College's organisation and arrangements for the implementation of its health and safety policy.

### Roles and Responsibilities

1. Responsibilities are split into two groups. Every single person is responsible for themselves, the work under their control, for those working under their control, and for any people who could be affected by their work. The College also has a legal duty to its students, staff, contractors, and visitors and this cascades down the line management chain from the Principal to the individual.
2. A chart showing the College's organisation for health and safety is provided in [Appendix 1](#).

#### ***Council***

3. Ultimate responsibility for health and safety within the College rests with the College's governing body, the College Council. Council set and monitor progress against the College's Health and Safety Strategy.
4. Council have appointed an independent member to Chair the Health and Safety Assurance Committee. This Committee is accountable for seeking assurance on health and safety performance on behalf of Council. The Committee receives reports on health and safety performance at each meeting and an annual report from the Health, Safety and Wellbeing Management Committee.
5. The Council have delegated to the Principal the executive accountability for health and safety.

#### ***Principal***

6. The Principal is accountable to Council for health and safety performance and has executive authority for setting policy for the management of health and safety.
7. The Principal has delegated authority for the day-to-day management of the College's health and safety function to the Deputy Principal (Operations).
8. The Principal chairs the Executive Board and is a member of Council.
9. The Principal shall authorise this policy and arrangements made under it.

#### ***Deputy Principal (Operations)***

10. The Deputy Principal (Operations) has the responsibility for the day-to-day management of health and safety for the College. He is advised by the Director of Health and Safety and the Health, Safety and Wellbeing Management Committee.
11. The Deputy Principal (Operations) is a member of the Executive Board, and also a member of Council.
12. The Deputy Principal (Operations) has authority to approve health and safety standards and changes to the College's health and safety management system.
13. The Deputy Principal (Operations) is also responsible to the Principal for the line management of the Directors of Professional Service, the exception being the Chief Financial Officer, who reports directly to the Principal.

## ***Heads of Schools***

14. Heads of School are the most senior member of staff within each School and have overall accountability for the implementation of the College's health and safety policies and procedures within their School. They may delegate the day-to-day responsibility for health and safety to individuals within their School but remain ultimately accountable.
- Providing their Heads of Department (HoD) with the resources they require to meet the health and safety requirements of the College.
  - Ensuring that the School provides health and safety resource efficiently and effectively. They must clearly specify what roles will be covered at School level and which are the responsibility of the Departments. For example, appointing a Health and Safety Coordinator (HSC) for the School to cover general building or estates issues to allow the Technical Operations Managers (TOMs) within the Departments to concentrate on technical health and safety issues.
  - Chair a School Health and Safety Committee to sit a minimum of once a term and to include representatives from: each Department, TOMs / HSCs, and Trade Unions. Committee would be Quorate if the HoS and a representative from each Department is present.
  - Escalating health and safety issues as required.
15. The Deputy Principal (Operations) will assume these responsibilities in respect of their Directors of Professional Service.

## ***Heads of Department***

16. Heads of Department are accountable to the Head of School for the implementation of the College's health and safety policies and procedures within their Department. They must have a clear understanding and oversight of the operations and activities conducted in their Department.
- Providing their TOMs and HSCs with the resources required to meet the health and safety requirements relevant to their Department.
  - Appointing sufficient competent people to complete the health and safety roles required within their Department, including: TOMs, HSC, First Aiders, and Fire Marshalls. More technical roles may be appointed at School level, but the HoD remains responsible for ensuring the needs of their Department are met. These roles could include: risk assessors, COSHH assessors, manual handling assessors, or specialists in biological, radiological, or laser safety.
  - Ensure that a Department Induction is carried out for all new starters.
  - Provide reasonable adjustments for staff within the Department to allow them to work safely and without risk to their health. This includes the provision of equipment identified within a DSE assessment.
  - Walk their estate every 6 months as a minimum with a TOM/HSC to ensure that all buildings and outside areas are safe and that any issues are being reported and rectified in a timely manner.
  - Escalating health and safety issues as required.

## ***Directors of Professional Service***

17. Directors of Professional Service are accountable to the Deputy Principle (Operations)<sup>1</sup> for the implementation of the College's health and safety policies and procedures within their Department<sup>2</sup>. They must have a clear understanding and oversight of the operations and activities conducted in their Department. They must ensure that:
- They are aware of their responsibilities under the College's health and safety policies and procedures.
  - That they have clearly defined their roles and responsibilities for health and safety within their

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<sup>1</sup> The Chief Financial Officer is accountable to the Principal.

<sup>2</sup> The Director of Health has additional responsibilities outlined below.

Professional Service.

- Risks associated with their departments activities are appropriately assessed and controls implemented.
- The health and safety competency and training needs of staff are identified, according to their role or work activities, and staff complete such training.
- That any changes to the working arrangements in their area of responsibility that have implications for health and safety are brought to their attention, assessed and appropriate remedial action taken.
- Staff are consulted on matters that may affect their health and safety. This requirement can be satisfied by having a regular agenda item at management meetings.
- An annual report is made to their line manager on health and safety performance achieved and their plans to address any identified concerns, including possible bids to be considered as part of the planning round.
- Escalating health and safety issues as required.

### ***Health and Safety Coordinators***

18. Appointed by the Head of School, Head of Department or Director of a Professional Service to coordinate the health and safety management arrangements within a defined area. This role will likely be supplemental to their main role. They are responsible for:
- Providing advice and guidance to the HoD / HoS, Line Managers, or other members of staff on health and safety matters.
  - Reporting accidents, incidents, and near misses that occur in their area or that they have witnessed.
  - Raising an issues, or potential issues, with the Health and Safety Office in a timely fashion.
  - Escalating health and safety issues as required

### ***Supervisors***

19. Supervisors are any members of staff in a supervisory position over other students, members of staff or contractors, including Principal Investigators. They are accountable for the health and safety of the people, activities and projects that they supervise. They must be aware of the health and safety issues and control measures relevant to their activities and projects and ensure that a risk assessment is in place before commencement of any hazardous activity. They must comply with any College's health and safety policies or procedures applicable to them.

### ***Individual Members of Staff and Students***

20. Individual Members of Staff and Students will must understand the [Individual Responsibilities](#) outlined at the start of this document. Failure to comply with the stated requirements, or any other reasonable management request in terms of health and safety, may result in disciplinary action.

### ***Contractors***

21. The term Contractors includes anyone paid to complete work on behalf of the College, including agency staff and consultants. Contractors have the same Individual and Supervisory responsibilities as outlined for College members of staff.
22. All contractors must treat the College's arrangements and procedures as minimum standards to adhere to and follow appropriate industry guidance and best practice at all times. Failure to comply could prejudice the awarding of future contracts by the College.
23. College staff that appoint contractors are responsible for managing their relevant contractors who provide services and/or work in premises occupied by or on behalf of the College.

### ***Visitors***

24. All visitors to the College are required to follow any [health and safety instructions](#) given to them.



## ***Director of Health and Safety***

25. The Director of Health and Safety is accountable to the Principal for ensuring that the College has appropriate professional advice on health and safety issues. The post holder has authority from the Principal to stop activities that put people at imminent risk of harm. The Director of Health and Safety reports to the Deputy Principal (Operations) through the Director of Legal and Governance Services.
26. The post holder will also be responsible for:
  - Developing the health and safety policy and any associated procedures or standards.
  - Advising on the application of relevant health and safety legislation.
  - Providing a range of training to enable members of the College to meet their responsibilities for health and safety.
  - Managing the ongoing program of health and safety audits.
  - Administering the incident reporting system and reviewing the incident data to identify trends and any lessons learned.
  - Investigating significant incidents and for reporting on behalf of the College under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.
  - Liaising with the Health and Safety Executive (HSE), the Environment Agency and other regulatory authorities on matters of health and safety.
  - Maintaining a resource of information and guidance on the College's website.
  - Monitoring compliance with the requirements of the Policy.

## ***Safety Representatives***

27. Safety Representatives (trade union or non-trade union) for the Department or area they represent will:
  - Assist with the promotion of safe working practices.
  - Familiarise themselves with this health and safety policy, individual policies and procedures and associated performance standards.
  - Liaise with their Head of Department or Service, and the Director of Health and Safety, in incident investigations and health and safety audits.
  - Where they are a member of the Health and Safety Consultative Group, take part in proceedings, representing their staff and presenting to them information from meetings.
  - Report any hazardous or potentially hazardous situations and encourage other staff to do the same.
  - Familiarise themselves with the action required in cases of emergency such as those related to fire, accidents and security issues.

## **Health and Safety Committees**

28. This Committee structure forms part of the College's health and safety management arrangements.
29. A chart which provides an overview of this Committee structure is provided in [Appendix 2](#).

### ***Health and Safety Assurance Committee***

30. This Committee is chaired by an independent member of Council, appointed by the Governing Body.
31. The purpose of the Committee is to satisfy itself that the College is managing all activities in accordance with its responsibilities in respect of the health and safety of staff, students and any other persons who could be affected by such activities, on behalf of the Council. The Chair of the Committee, and other members representing Council, will seek assurance from members of the senior management team through an ongoing review of the College's management arrangements and health and safety performance.
32. The Committee reports to Council and the terms of reference can be found [here](#).

## **Health, Safety and Wellbeing Management Committee**

33. This Committee is chaired by the Director of Governance and Legal Services and is a sub-committee of the Executive Board.
34. This Committee has the purpose of developing and managing the College's health and safety policy and strategy, under the delegated authority of the Principal. The Committee monitors the health and safety performance of the College, reviews incidents and provides a forum for obtaining input from management and representatives of the Health and Safety Office on the development and direction of health and safety at the College.
35. The Committee reports to the Executive Board and the Health and Safety Assurance Committee. The terms of reference can be found [here](#).

## **Health and Safety Consultative Group**

36. The College consults with and involves staff and student representatives on health and safety issues. It achieves this formally through the Health and Safety Consultative Group.
37. The purpose of the Consultative Group is:
  - To meet the statutory requirement for the College to consult with its employees on health and safety-related issues, specifically: the *Safety Representatives and Safety Committees Regulations 1977 (as amended)* the *Health and Safety (Consultation with Employees) Regulations 1996 (as amended)*
  - To be the formal means for representatives of management, staff and students to meet regularly for the purpose of establishing and developing a positive and progressive health and safety culture.
38. The Group reports to the Health, Safety and Wellbeing Management Committee and is chaired by the Director of Health and Safety. The terms of reference can be found [here](#).
39. The College recognises health and safety representatives appointed by UCU, UNITE and GMB. Representatives of the Students' Union are also invited to represent the student body. Furthermore, the College will consult with staff and students as appropriate on relevant issues related to health and safety performance.

## **Individual Policies and Procedures**

40. The detailed arrangements for dealing with specific health, safety and welfare issues are identified in this Policy, individual policies and procedures and associated formal documents. These are available on the [College Health and Safety Office website](#).
41. These standards establish the College's management arrangements for health and safety and the manner in which risks are to be assessed and managed. They:
  - Identify the health and safety standards to be attained,
  - Identify who is to do what and when, and the specific results to be achieved.
  - Set performance standards and connect individual responsibilities to required outputs with measurable results.
42. Details of these policies and procedures is provided in [Appendix 3](#).

## **Monitoring health and safety**

43. To confirm the continued validity and effectiveness of the existing health and safety management system, including the implementation of this Policy and associated policies and procedures, the College will adopt proactive and reactive monitoring arrangements, which where appropriate will use sector benchmarks.

44. The College's arrangements for monitoring health and safety will be detailed in formal procedures (to be produced as an Appendix to this Policy).

## **Review**

45. The College is committed to continuous improvement of its health and safety policies and procedures. The Director of Health and Safety will ensure that this Policy is reviewed annually, following a significant organisational change, or where there is reason to suspect it is no longer effective.
46. No alterations to the Policy or organisation and arrangements will be made without formal consultation through both the Health and Safety Consultative Group and the Health, Safety and Wellbeing Management Committee.
47. Final agreement to any changes will be sought from Council, through the Health and Safety Assurance Committee, with final approval at the Executive Board.

Douglas Searle  
Director of Health and Safety  
Version 6

**Approved by: Executive Board**  
**Date: 02 September 2019**  
**To be reviewed: before August 2020**

## Fire Safety Policy – Version 5

### Key Requirements:

- Every member of staff has a responsibility to ensure the safety of themselves and others who may be affected by their actions.
- Project Managers must ensure that any new buildings or alterations to existing buildings are completed in line with the most recent fire safety legislation and the existing fire safety management arrangements required by the college.
- The Health and Safety Officer (Compliance) will ensure a schedule is created and executed to ensure that fire alarm testing and fire drills are carried out.
- Heads of Department and Professional Services Director's must ensure there are sufficient Fire Marshals within their areas of responsibility to enable safe evacuation in the event of a fire.
- The Health and Safety Officer (Fire) will complete a Personal Emergency Evacuation Plan (PEEP) for each student who requires assistance.
- Line Managers are responsible for informing the Health and Safety Officer (Fire) if they have a member of staff who may require assistance to evacuate in the event of a fire.
- Line Managers must ensure that the induction carried out for new staff includes the information they require to quickly and safely evacuate the building in the event of a fire.
- Staff, students, contractors, visitors and members of the public must not smoke or use vaping or e-cigarettes within the designated no smoking areas.

## Fire Safety

This document will cover the general fire precautions and fire safety duties required to protect the college, employees of the college, anyone who may be lawfully on college premises, and anyone in the vicinity of college premises who may be at risk in the event of a fire.

### Roles and Responsibilities

Within various pieces of legislation and guidance, there are several defined roles for those people responsible or deemed competent.

1. The Principal is the Responsible Person as defined by the Regulatory Reform Fire Safety Order.

2. The Director of Estates has been delegated responsibility for the management of fire safety infrastructure in the college.

This will include appointing competent people and contractors to inspect, maintain, repair, and complete maintenance on fire safety infrastructure.

3. The Health and Safety Officer (Fire) is the appointed competent person who will provide fire safety advice, as defined in the Regulatory Reform Fire Safety Order.

They will provide advice and support on:

- Instructions for staff for all disciplines in relation to fire safety.
- Undertaking the writing of fire safety policies and procedural/guidance documents.
- Providing fire safety information for present and newly occupied buildings.
- Familiarising Fire Marshals on the instructions for evacuation of new buildings.
- Arrangements for disabled people.
- Fire strategies for new buildings and refurbishments.
- Strategies for the safe evacuation of students and staff who are unable to self-evacuate.

Working with the Health and Safety Officer (Compliance) they will monitor fire safety compliance for all facilities owned or leased by the college.

4. The Health and Safety Officer (Fire) will identify any internal or external fire safety alerts and ensure they are communicated to students and staff.

How this information will be provided will be dependent on the audience, urgency, and complexity of the message. The content of the messaging should be discussed with Internal Communications.

5. Within halls of residences, the Head of Residences is responsible for ensuring appropriate fire safety management.

They will be required to liaise closely with Estates to ensure that areas outside of their responsibility are considered.

6. All Managers with general responsibilities for health and safety also have responsibility for fire safety within their defined areas.

This includes Heads of School, Heads of Professional Services, Heads of Department, and Health and Safety Coordinators. If in any doubt, they should contact the Health and Safety Officer (Fire) for advice and guidance.

7. Lecturers and those delivering training are responsible for the initial evacuation of those attending their sessions.

This includes assisting those who require assistance with evacuating safely, or immediately informing Security or the Fire and Rescue Service if they are unable to do so.

8. Every member of staff has a responsibility to ensure the safety of themselves and others who may be affected by their actions.

This includes:

- Observing fire safety arrangements,
- Not obstructing fire escape routes or fire exit doors,
- Not wedging open fire doors, and
- Not tampering with or defacing fire safety equipment.

9. Every member of staff is required to report fire safety concerns or missing and damaged fire safety equipment.

10. Line Managers are responsible for informing the Health and Safety Officer (Fire) if they have a member of staff who may require assistance evacuating in the event of a fire.

This is so that a PEEP can be created for each person.

11. Students have a responsibility to familiarise themselves with the fire evacuation procedures for the areas in which they study, attend lectures, or are in residence.

This could include a missing or damaged fire extinguishers or an alarm that is difficult to hear. This should be reported to the Estates Department help-desk on the first instance.

An online training video is available to remind students of basic fire safety principles and evacuation advice.

12. Students and staff are responsible for understanding and adhering to any fire safety rules or procedures in college-owned or -managed buildings or areas.

This includes halls of residences, where students have a range of responsibilities. Failure to comply with these rules may result in misconduct procedures. In the case of fire safety violations in halls of residences, serious or persistent violations may result in the student being asked to vacate their room.

13. The Director of Health and Safety must ensure there is a process for providing the Principal with assurance of the level of fire safety compliance.

The Fire Safety Working Group is the main forum for discussing and managing fire safety.

14. The Health and Safety Officer (Fire) will ensure that a management plan for combating arson is part of the overall strategy for dealing with fire safety issues.

Arson is the malicious setting of fire. Many fires attended by the Surrey Fire Brigade are recorded as having been started deliberately. Arson is preventable, if not in its entirety, then to a degree that will minimise its effects. Prior attention to the threat from arsonists will limit their ability to injure, kill, disrupt, or close services.

Where the prevention of arson is detailed as a significant finding on the Fire Risk Assessment (FRA), it must be actioned through local management practices or additional fire separation, and security should be considered.

Arson is also considered in the FRA and, where actions are stipulated in the significant findings, should be addressed.

The following topics should be considered:

- Security arrangements – for students, visitors, and members of the public,
- Fire containment and extinguishers,
- External lighting,
- Good housekeeping, including removal of combustible waste from refuse points,
- Avoidance of combustible material build-up next to buildings,
- On-site 24 hr. security presence, and
- Liaison with The Metropolitan Police in relation to specific risks.

The Fire Safety Officer, along with Security, will provide extra advice and mitigation where buildings have been designated a special risk.

### **Fire Risk Assessment**

15. Fire Risk Assessments (FRA) will be carried out by the Health and Safety Officer (Fire).

Where the college uses leased property or leases its property to others, it should be agreed who will be responsible for the FRA.

16. Maintenance Services will manage any remedial actions required, based on priorities provided by the Health and Safety Officer (Fire).

The Health and Safety Officer (Fire) will select a risk rating based on the probability of a fire occurring and the severity of the outcome. The risk ratings below should be used.

<b>Risk Rating 1</b>	<b>Risk Rating 2</b>	<b>Risk Rating 3</b>
Ongoing, credible, risk to life safety.	Potential for a credible risk to life safety.	Unlikely to cause a risk to life safety. Primarily an issue of property protection.
Urgent action required.	Action required, but significant investment may be required.	Action required, but at lower priority.
Immediate fix or additional control measures required.	To be resolved or work initiated within 3–6 months.	To be resolved or work planned within 12 months.

The Head of Maintenance Services may discuss large-scale works with the Health and Safety Office to determine and agree appropriate time scales.

17. FRAs will be reviewed based on the risk of fire for that building, and the timescale will be reflected in the FRA.

This could include:

- Yearly for all halls of residence, licensed premises, catering facilities, workshops, and places where dangerous substances are used or present,
- Three-yearly for offices and teaching spaces,
- Five-yearly for unoccupied buildings, such as stores for non-flammable items,
- Following any significant refurbishment, redevelopment, or change of use,
- When premises are reoccupied or after initial occupancy has taken place to determine life risk to those occupants,
- Where new buildings are occupied by RHUL staff, and
- After works affecting means of escape.

All issues identified in FRAs should have an action plan with clear identifiable and achievable timelines for action. These should be agreed with the relevant departments.

18. The Head of Maintenance Services is responsible for the repair of existing fire safety infrastructure, where deviations are identified in the FRA.

19. The Head of Residences is responsible for the management of FRA actions arising in halls of residences.

20. Any training requirements identified, requiring the development of training programs, are the responsibility of the Director of Health and Safety.

21. Where poor safety practises are identified by the Health and Safety Officer (Fire), these will be discussed with the relevant manager.

If necessary, the Director of Health and Safety will escalate issues with the relevant managers.



## Fire Strategy

22. The Director of Health and Safety and Director of Estates are responsible for ensuring there is a Fire Safety Strategy for all college buildings.

The Fire Safety Strategy document will outline the:

- Description and use of building,
- Profile of building occupants,
- Maximum room capacities,
- Exit and stair capacities,
- Travel distance calculations,
- Compartmentalisation lines,
- Details of automatic fire systems within the building,
- Actions of lifts and gas isolation in the event of a fire alarm,
- Cause and effect of fire detection and alarm systems,
- Details of fixed and portable firefighting equipment,
- Any fixed smoke extraction units,
- Details of any other fire safety measures,
- Arrangements for evacuating persons from the building in the event of a fire, including persons with disabilities,
- Arrangements for liaising with the Surrey Fire and Rescue Service in relation to incidents, and
- Details of any special risks, such as sleeping risks, bars etc.

The Director of Estates, supported by the Health and Safety Officer (Fire), will be responsible for ensuring that the Fire Safety Strategy is maintained and updated as appropriate.

The Fire Safety Strategy should be referred to by relevant parties when:

- Considering alterations to the building fabric, such as compartmentalisation.
- Any works potentially compromising means of escape.
- Increasing numbers of occupants for the building.
- Wholly or partly changing the use of a building.

### **New Buildings, Alterations, and Changes of Use**

23. Project Managers must ensure that any new buildings or alterations to existing buildings are completed in line with the most recent fire safety legislation and the existing fire safety management arrangements required by the college.

24. Where a project manager is not appointed, the Director of Estates must ensure that there is a competent individual to manage and supervise the works in line with the requirements of this Policy.

When alterations are being planned, the supervisor, with assistance from the Health and Safety Officer (Fire), should consult the current FRA and Fire Safety Strategy document for that building

and any linked or neighbouring buildings to ensure that the proposed works do not compromise fire safety arrangements.

When new buildings or alterations are being planned, the supervisor should give adequate consideration to the arrangements for alerting hearing- and sight-impaired persons to fire alarm activation and evacuating persons with disabilities from the building. If in doubt, advice should be sought from the Health and Safety Officer (Fire).

25. The Project Manager will ensure that a fire safety manual for a building is handed over to the Director of Estates on completion of the project.

The Health and Safety Officer (Fire) can provide advice on the content of the manual as required.

26. The Director of Estates is responsible for ensuring that a building's FRA and Fire Safety Strategy is consulted when planning departmental moves and/or changes of use.

The Health and Safety Officer (Fire) can provide advice to ensure that any planned changes do not affect the fire safety of the building or any nearby buildings.

27. The Project Manager will ensure that any third-party contractors are competent in fire safety to the degree required for the work they will be completing.

All contract staff will be briefed by the RHUL Project Supervisor on the fire evacuation procedures for a building, unless it is a long-term building site, in which case the area will be classed as a separate building. All contract managers should ensure the Fire Evacuation Plan is understood and practiced. The Estates Department maintains the right to audit such arrangements to confirm understanding and compliance.

28. Project managers must give contractors adequate information on the building requirements and the college's expectations with regard to fire safety.

29. Project managers must ensure that any work completed is inspected to ensure it meets the college's fire safety requirements.

Contractors will be expected to make good after any alternations that affect fire safety infrastructure, in particular any work that affects compartmentalisation. The Health and Safety Officer (Fire) can assist in identifying the requirements and the expected remediation.

### **Fire Safety Infrastructure**

30. All walls, floors, and ceilings to compartments must be sealed to form protection against the spread of fire and smoke. Where there are penetrations between compartments, these must be sealed or correctly fire-stopped.

Examples of penetrations include: running IT cabling, fire alarm cabling, or other piping. After the work is completed, sealing should be carried out by a competent person, such as a third-party accredited contractor, as recommended under BS 9999 and approved Document B.

31. Project managers are responsible for ensuring that the integrity of the compartmentalisation is not compromised and that any plans are updated to reflect any changes.

32. Fire doors must be marked appropriately and must provide protection against smoke and flame penetration for the designated duration.

33. Where fitted, Maglocks on fire escape routes must release the door in the event of the fire alarm sounding. These will be checked by the Compliance Monitors during fire alarm tests.

34. Adequate signage must be provided to identify alternative escape routes.

Signage should be of the same design on all means of escape and meet the requirements of BS 5499. In licenced premises, such as theatres, escape signage should have maintained escape lighting to BS 5266 standard.

35. The Head of Maintenance Services is responsible for ensuring that the maintenance and inspection of the fire detection and alarm systems occurs within the required timescales and that third-party contactors update the fire safety log book.

These include:

- Fire alarm and detection,
- Emergency lighting,
- Dry risers,
- Sprinkler systems,
- Fixed suppression systems,
- Smoke vents,
- Very Early Smoke Detection Alarm (VESDA),
- Fire doors and associated hardware,
- Lightning protection,
- And any other fire safety equipment.

Records should be easily accessible and available for inspection, as required by the Health and Safety Officer (Fire), another member of the Health and Safety Team, Surrey Fire and Rescue Service, or any other regulator or auditor with a reasonable reason to access them.

36. The Head of Maintenance Services must ensure that fixed electrical installations are tested to an approved schedule, in line with current guidance.

In general, fixed electrical installations should be tested every five years. Residual Current Devices (RCDs) should be maintained and serviced at a capacity of 20% per year, with an overall service period of five Years. Residual-current circuit breakers with overcurrent (RCBOs) should be maintained and serviced at a capacity of 20% per year, with an overall service period of five Years.

All installations should conform to the requirements of the latest edition of the Institution of Electrical Engineers' Regulations for Electrical Installations, and work should be carried out in accordance with the Electricity at Work Regulations.

37. The Head of Maintenance must arrange for Portable Appliance Testing (PAT) to be carried out in campus buildings, including halls of residence.

38. Where fire doors are required to be held open, this must only occur using approved electromagnetic holders linked to the fire alarm. The Head of Maintenance and work supervisors must ensure that, if such systems are installed, they comply with the relevant guidance.

Any other system used to hold open a fire door, such as wedges, will be removed by the Compliance Monitors and others if and when they are seen.

Door Guards – devices attached to doors that release the door when they sense a fire alarm – may be permitted, if approved by the Health and Safety Officer (Fire). In general, these will only be considered as a short-term fix before a hard-wired electromagnetic system can be installed. The department in control of the building will need to specify who will complete the required checks on such a system.

Fire safety in the halls of residence will comply with the requirements of the Universities UK/Guild HE Code of Practice for the Management of Student Housing.

### **Management of Fire Safety**

39. All staff are responsible for ensuring that means of escape are kept clear of obstructions and flammable material.

40. All staff are responsible for ensuring that no ignition sources, including power units, are placed in a means of escape.

Both of these requirements apply to protected escape routes. Any required deviation from this must be captured in the FRA.

41. Any liquid or solid chemical classed under classification, labelling, and packaging (CLP) criteria as flammable or oxidising must be stored in a COSHH locker, with the quantities not exceeding the design maximum.

Those responsible for the use, storage, or purchasing of such chemicals are responsible for ensuring that this requirement is met.

42. Any gaseous chemical classed under CLP criteria as flammable or oxidising must be stored outside in a gas cage, when not in use.

HSG 51 provides more information and guidance on the requirements for COSHH lockers, and HSG 71 provides more information on the storage of flammable gases.

43. Hot Works will only be completed under a Permit to Work System, authorised by the Head of Maintenance.

The process should be audited by the Health and Safety Officer (Fire) to determine its effectiveness. Where permits are used, consideration should be given to occupants, with work conducted out-of-hours where appropriate.

44. Lecturers must make themselves aware of the emergency exits and emergency assembly points for the buildings in which they teach.

45. Lecturers must inform students of the emergency exits for the room at the start of the session.

46. In the event of a fire or emergency the lecturer must check that all students have evacuated and inform the Fire Marshal of this.

### **Fire Alarm Testing and Fire Drills**

47. The Health and Safety Officer (Compliance) will ensure that a schedule is created and executed to ensure that fire alarm testing and fire drills are carried out.

The Health and Safety Officer (Fire) should provide the requirements for the checks, including frequency, with the Health and Safety Officer (Compliance), then manage the provided resources to plan and implement this.

Where strict compliance with statutory compliance cannot be adhered to, advice must be sought from Surrey Fire and Rescue Service.

48. Fire drills will be carried out at a frequency determined by the Health and Safety Officer (Fire), but not less than annually.

In the case of sleeping risks, these should be conducted bi-annually to incorporate the Summer College residents. Where a poor performance or attendance has been noted, the drill may be repeated to ensure understanding and testing of the procedures.

Where possible, each fire drill will be observed by the Health and Safety Officer (Fire).

Each drill, where possible, should have a scenario set, where one means of escape is not functional due to the area being affected by fire and smoke, and should be followed by a full debrief to determine its effectiveness and implement plans for future improvement.

The Health and Safety Office may supplement physical drills with video training to demonstrate and explain the key principles.

### **Fire Marshals**

49. Heads of Department and Professional Services Director's must ensure there are sufficient Fire Marshals within their areas of responsibility to enable safe evacuation in the event of a fire.

In general, this will involve ensuring that there are sufficient marshals to evacuate department staff from any building in which they work. Where multiple departments share a building, they should work together to ensure there are the required number of trained people.

Detailed advice and guidance can be provided by the Health and Safety Officer (Fire).

## Fire Alarm Activations

50. Security staff will be the first responders for fire alarm activations and, if required, will implement the call out protocol to summon Surrey Fire and Rescue Service.

In the event of a fire, Security would be expected to inform the on-call Silver Commander. They will then take action in line with the Major Incident Initial Response Plan (MIIRP).

While the principles of the policy apply at all times, there are different arrangements to cover fire procedures out-of-hours. The responsibility for fire procedures out-of-hours falls to members of Security on campus. They are responsible for attending buildings where the fire alarm is activated and for ensuring the fire evacuation procedures for that building are followed.

51. Security will inform the Health and Safety Officer (Fire) of all fire alarm activations, fires, or fire safety-related events.

Unwanted fire signals are a major disruption for the college, and a strategy of reduction is key to good fire safety arrangements. All alarms should be first reported and then investigated to prevent reoccurrence. Malicious use of the fire alarm system should not be tolerated.

Malicious activation of the fire alarm system or tampering with fire life safety equipment, such as fire extinguishers or covering smoke detection devices, may result in disciplinary action being taken against the student or staff member. These actions potentially put lives at risk and will be dealt with under the appropriate disciplinary procedures.

The initial investigation into any fire alarm activation will be made by the Security Officer attending the event, in accordance with normal security procedure.

Follow-up action arising from incident reports will be determined by the college's Health and Safety Officer (Fire) who, on receipt of the incident report, will ensure that relevant parties are contacted as soon as practicable to discuss remedial actions.

Where incidents involve criminal activity, the Head of Security should be involved in the investigation.

52. The Health and Safety Officer (Fire) is responsible for strategic liaison with Surrey Fire and Rescue Service.

This includes being the point of contact for any enquiries or legal notices served to the college. Any requests received from the Fire Service to visit or conduct an inspection at buildings owned or occupied by the college must be forward to the Health and Safety Officer (Fire).

These could include:

- Fire Safety Audits,
- Site Specific Risk Information visits or familiarisation visits,
- Licence Inspections,
- During-use Inspections, and
- After Incident Fire Investigations.

If formal enforcement action is taken, Surrey Fire Brigade will:

- Provide in writing details of how to appeal against any advice provided, actions required, or decisions taken, including any statutory rights to appeal.
- Maintain a point of contact until the matter is resolved.

Where Surrey Fire Brigade take formal enforcement action, RHUL have a statutory right to appeal. The appeals process will be explained in the notice, including timescales and procedures to follow.

53. The Director of Estates is responsible for ensuring that basic building layout plans are available for the Fire Service to use in the event of a fire.

Each building must be provided with basic plans showing the layout of the building and, where applicable, the fire alarm zones. For small- and medium-sized buildings, a plan fixed to the wall in the vicinity of the fire alarm panel will suffice. In larger buildings and complexes, a set of plans should be provided in the Emergency Information Box (EIB).

In addition to the above, the EIB must contain the relevant hazard information for the building. The Health and Safety Coordinators for the departments using the relevant buildings should supply this information.

Alternatively, a folder containing the equivalent information may be held by the First Response Security Team, who should make this available to blue-light responders.

54. Fire Marshals are responsible for ensuring that their defined area has been checked to ensure everyone has evacuated and that anyone requiring assistance is either helped from the building or directed to a fire rescue point.

Fire Marshals are expected to check their areas on the way out of the building and are not expected to re-enter a building where there is a fire or suspected fire.

Security or Surrey Fire and Rescue Service should be informed if anyone remains in the building or of any areas that could not be checked.

55. Evacuation Assistants will help Fire Marshals with their duties, as defined in their training.

56. The Health and Safety Officer (Fire) will provide the Head of Security with a call-out protocol and training for staff, as required.

Security staff attending fire alarm activations will investigate the cause of the alarm if safe to do so. If there is a clear indication of fire on attendance, the security staff should not enter the building but support evacuation from the exit points.

If a fire alarm sounds or a fire is discovered, Security, supported by Fire Marshals, are responsible for ensuring that the building has been evacuated and that all staff, students, and other visitors present go to the fire assembly point(s) and remain there until it has been confirmed safe to re-enter the building by the Fire Service or Incident Manager (Security). The Fire Marshal for the building will inform the Incident Manager whether anyone in their area of search is unaccounted for.

In the event that the Fire Brigade was not called in response to the fire alarm activation, the decision to allow staff to re-enter will be made by the Senior Security Officer.

### **Evacuation of Those with Disabilities**

57. The Head of Disability and Dyslexia Services (DDS) will identify those students with a disability who may require assistance to evacuate in the event of a fire.

58. The Health and Safety Officer (Fire) will complete a PEEP for each student who requires assistance.

The PEEP will cover the student's academic buildings, the Students' Union buildings and EWD. The Health and Safety Officer (Fire) will demonstrate the use of any access equipment to the student. The completed PEEP will be shared with the student, DDS, and the School.

Policy and guidance documents are available in the Fire Safety section on the Health and Safety webpages.

59. The Head of Residences must ensure that, when students living in halls of residence inform the college of a disability, their room is assessed for suitability and any additional information or training is provided to the student.

### **Fire Safety Training and Information**

60. Line Managers must ensure that the induction carried out for new staff includes the information they require to quickly and safely evacuate the building, in the event of a fire.

In particular, the induction for new staff must include the evacuation routes, emergency assembly area, and any other specific fire safety infrastructure. This should be done on their first day of work.

A record must be kept of the training, which confirms that the recipient has received and understood the instruction that they have been given. When staff are new to the college, they are presented with a large volume of information. It is important that the 'initial' fire safety induction does not add significantly to this burden.



For this reason, the information given should be limited to the bare essentials:

- How to activate the fire alarm and make an emergency call,
- What the fire alarm sounds like,
- Where the exit routes are,
- The assembly point location.

61. Directors of Undergraduate Education must ensure that basic fire safety for students is included as part of the student induction process.

For students, an initial induction should be given within their first week, and a record must be kept of those who attended. When students are new to the college, they are presented with a large volume of information. It is important that this initial fire safety induction does not add significantly to this burden. For this reason, the information given should be limited to the bare essentials.

62. All members of staff must familiarise themselves with the fire evacuation procedures for their workspace.

This should include:

- Actions on discovery of a fire incident,
- How to raise the fire alarm,
- Actions on hearing the fire alarm,
- What the exit routes are,
- Where to assemble in the event of a fire incident.

63. Where required by their role, Line Manager, or the Health and Safety Office, all staff must complete any assigned fire safety training in a timely manner.

64. The Head of Facilities Management and Head of Residences are responsible for ensuring that fire action notices are posted throughout the college and halls of residences.

The fire action notices describe the location of the nearest assembly point, as well as fire safety directional signage identifying exits from the building and giving a clear guide to the assembly point. Fire Action notices should be completed and be clear and legible at all times. They should be provided with clear instructions that mirror those of the rest of the building, unless otherwise stated in the Fire Safety Strategy for that specific area.

65. The Health and Safety Officer (Training) will ensure there is an online training video for students on basic fire safety principles and evacuation advice.

66. The Health and Safety Officer (Training) will ensure there is an online basic fire safety awareness course.

This training should be completed within one month of joining the college and every three years following. The Health and Safety Officer (Training) should manage the communication to staff about the training, monitoring of completion, and record keeping.

67. The Health and Safety Officer (Training) will ensure there is a practical fire training course for those staff identified as requiring it.

This will include:

- Staff who work with highly flammable materials,
- Catering staff,
- Staff who act as first responders to fire alarm activations,
- Any staff identified in the fire risk assessment as requiring additional training,
- Managers with responsibility for fire safety,
- Fire Marshals,
- Those involved in personal evacuation planning.

Refresher training should be completed every three years.

68. The Health and Safety Officer (Fire) will publish additional guidance notes of the Health and Safety Office webpages to provide additional information on specific issues.

## Smoking

69. Staff, students, contractors, visitors and members of the public must not smoke or use vaping or e-cigarettes within the designated no smoking areas.

No smoking areas include:

- In college buildings, including those operated by the Students' Union.
- In or on any college owned, leased or hired vehicle
- In or on any privately owned vehicle being used for college business in which passengers are being carried.
- At the entrance to any college building
- Within 5m of any college building to ensure that there is no harm or discomfort caused by smoke or vapour.
- Founders Square, less the designated smoking area on the Windsor Terrace. This requirement may be removed for certain events, which have been appropriately authorised in accordance with the Founder's Square Policy and Events Guide.

The only exemption permitted under the Act and this Policy will be smoking by performers in cases where the smoking is appropriate in the interests of the artistic integrity of the performance. Prior approval for smoking must be obtained from the Director of Health and Safety.

Students, staff, contractors, visitors and members of the public may be asked to stop smoking or move by any member of staff if they are smoking or vaping in a no smoking area. Contractors, visitors, and members of the public may be asked to leave campus by security if required.

70. The Head of Residences must ensure an appropriate process is in place to manage non-compliance with this policy from students in residing in halls of residence.

71. The Director of Estates is responsible for the provision of appropriate signage and the provision of suitable facilities or services to dissuade smoking and provide appropriate locations for smoking.

Douglas Searle  
Director of Health and Safety  
Version 5

**Approved by: Executive Board**

**Date: 22 June 2021**

**Review Risk: High (1 year)**

**To be reviewed: before June 2022**

## Roles and Responsibilities

<b>All Staff</b>	
7	Lecturers and those delivering training are responsible for the initial evacuation of those attending their sessions.
8	Every member of staff has a responsibility to ensure the safety of themselves and others who may be affected by their actions.
9	Every member of staff is required to report fire safety concerns or missing and damaged fire safety equipment.
12	Students and staff are responsible for understanding and adhering to any fire safety rules or procedures in college-owned or -managed buildings or areas.
39	All staff are responsible for ensuring that means of escape are kept clear of obstructions and flammable materials.
40	All staff are responsible for ensuring that no ignition sources, including power units, are placed in a means of escape.
62	All members of staff must familiarise themselves with the fire evacuation procedures for their workspace.
63	Where required by their role, Line Manager, or the Health and Safety Office, all staff must complete any assigned fire safety training in a timely manner.
69	Staff, students, contractors, visitors and members of the public must not smoke or use vaping or e-cigarettes within the designated no smoking areas.

<b>Lecturers</b>	
7	Lecturers and those delivering training are responsible for the initial evacuation of those attending their sessions.
44	Lecturers must make themselves aware of the emergency exits and emergency assembly points for the buildings in which they teach.
45	Lecturers must also inform students of the emergency exits for the room at the start of the session.
46	In the event of a fire or emergency, the Lecturer must check that all students have evacuated and inform the Fire Marshal of this.

<b>Health and Safety Coordinators</b>	
41	Any liquid or solid chemical classed under CLP (classification, labelling and packaging) as flammable or oxidising must be stored in a COSHH locker, with the quantities not exceeding the design maximum.
42	Any gaseous chemical classed under CLP criteria as flammable or oxidising must be stored outside in a gas cage, when not in use.

<b>Fire Marshals</b>	
54	Fire Marshals are responsible for ensuring that their defined area has been checked to ensure that everyone has evacuated and that anyone requiring assistance is either helped from the building or

	directed to a fire rescue point. Fire Marshals must ensure that Security or Surrey Fire and Rescue Service have been informed if someone remains in the building.
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<b>Evacuation Assistants</b>	
55	Evacuation Assistants will help Fire Marshals with their duties, as defined in their training.

<b>Line Managers</b>	
6	All Managers with general responsibilities for health and safety also have a responsibility for fire safety within their defined areas.
7	Lecturers and those delivering training are responsible for the initial evacuation of those attending their sessions.
10	Line Managers are responsible for informing the Health and Safety Officer (Fire) if they have a member of staff who may require assistance with evacuating, in the event of a fire.
60	Line Managers must ensure that the induction carried out for new staff includes the information required to quickly and safely evacuate the building, in the event of a fire.

<b>Directors of Undergraduate Education</b>	
61	Directors of Undergraduate Education must ensure that basic fire safety for students is included as part of the student induction process.

<b>Students</b>	
11	Students have a responsibility to familiarise themselves with the fire evacuation procedures for the areas in which they study, attend lectures, or are in residence.
12	Students are responsible for understanding and adhering to any fire safety rules or procedures in college-owned or -managed buildings or areas.
69	Staff, students, contractors, visitors and members of the public must not smoke or use vaping or e-cigarettes within the designated no smoking areas.

<b>Maintenance Services</b>	
16	Maintenance Services will manage any remedial actions required, based on priorities provided by the Health and Safety Officer (Fire).

<b>Project Managers</b>	
23	Project Managers must ensure that any new buildings or alterations to existing buildings are completed in line with the most recent fire safety legislation and the existing fire safety management arrangements required by the college.
24	Where a Project Manager is not appointed, the Director of Estates must ensure that there is a competent individual to manage and supervise the works in line with the requirements of this Policy.

25	The Project Manager will ensure that a fire safety manual for the building is handed over to the Director of Estates on completion of the project.
27	The Project Manager will ensure that any third-party contractors are competent in fire safety to the degree required for the work they will be completing.
28	Project Managers must give contractors adequate information on both the buildings and the college's expectations with regard to fire safety.
29	Project Managers must ensure that any work completed is inspected to ensure it meets the college's fire safety requirements.
30	All walls, floors, and ceilings to compartments must be sealed to form protection against the spread of fire and smoke. Where there are penetrations between compartments, these must be sealed or correctly fire stopped.
31	Project Managers are responsible for ensuring that the integrity of the compartmentalisation is not compromised and that any plans are updated to reflect any changes.
32	Fire doors must be marked appropriately and must provide protection against smoke and flame penetration for the designated duration.
33	Where fitted, Maglocks on fire escape routes must release the door in the event of the fire alarm sounding. These will be checked by the Compliance Monitors during fire alarm tests.
34	Adequate signage must be provided to identify alternative escape routes.
38	Where fire doors are required to be held open, this must only occur using approved electromagnetic holders linked to the fire alarm. The Head of Maintenance and work supervisors must ensure that, if such systems are installed, they comply with the relevant guidance.

#### **Principal**

1	The Principal is the Responsible Person, as defined by the Regulatory Reform Fire Safety Order.
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#### **Heads of Department**

49	Heads of Department and Professional Services Director's must ensure there are sufficient Fire Marshals within their areas of responsibility to enable safe evacuation in the event of a fire.
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#### **Directors of Professional Services**

49	Heads of Department and Professional Services Director's must ensure there are sufficient Fire Marshals within their areas of responsibility to enable safe evacuation in the event of a fire.
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#### **Director of Estates**

2	The Director of Estates has been delegated the responsibility for the management of fire safety infrastructure in the college.
22	The Director of Health and Safety and Director of Estates are responsible for ensuring there is a Fire Safety Strategy for all college buildings.
26	The Director of Estates is responsible for ensuring that the building's fire risk assessment and fire strategy is consulted when planning departmental moves or changes to the use of premises.
53	The Director of Estates is responsible for ensuring that basic building layout plans are available for the Fire Service to use, in the event of a fire.

71	The Director of Estates is responsible for the provision of appropriate signage and the provision of suitable facilities or services to dissuade smoking and provide appropriate locations for smoking.
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<b>Head of Residences</b>	
5	Within halls of residences, the Head of Residences is responsible for ensuring appropriate fire safety management.
59	The Head of Residences must ensure that, when students living in halls of residence inform the college of a disability, their room is assessed for suitability and any additional information or training is provided to the student.
64	The Head of Facilities Management and Head of Residences are responsible for ensuring that fire action notices are posted throughout the college and halls of residences.
70	The Head of Residences must ensure an appropriate process is in place to manage non-compliance with this policy from students in residing in halls of residence.

<b>Head of Facilities Management</b>	
64	The Head of Facilities Management and Head of Residences are responsible for ensuring that fire action notices are posted throughout the college and halls of residences.

<b>Head of Maintenance Services</b>	
18	The Head of Maintenance Services is responsible for the repair of existing fire safety infrastructure, where deviations are identified in the FRA.
19	The Head of Residences is responsible for the management of FRA actions arising in halls of residences.
30	All walls, floors, and ceilings to compartments must be sealed to form protection against the spread of fire and smoke. Where there are penetrations between compartments, these must be sealed or correctly fire stopped.
32	Fire doors must be marked appropriately and must provide protection against smoke and flame penetration for the designated duration.
33	Where fitted, Maglocks on fire escape routes must release the door in the event of the fire alarm sounding. These will be checked by the Compliance Monitors during fire alarm tests.
34	Adequate signage must be provided to identify alternative escape routes.
35	The Head of Maintenance is responsible for ensuring that the maintenance and inspection of the fire detection and alarm systems occurs within the required timescales and that third-party contactors update the fire safety log book.
36	The Head of Maintenance Services must ensure that fixed electrical installations are tested to an approved schedule, in line with current guidance.
37	The Head of Maintenance must arrange for Portable Appliance Testing to be carried out in campus buildings, including halls of residence.
38	Where fire doors are required to be held open, this must only occur using approved electromagnetic holders linked to the fire alarm. The Head of Maintenance and work supervisors must ensure that, if such systems are installed, they comply with the relevant guidance.
43	Hot Works will only be completed under a Permit to Work System, authorised by the Head of Maintenance.

<b>Head of Security</b>	
50	Security staff will be the first responders for fire alarm activations and will implement the call out protocol to summon Surrey Fire and Rescue Service, if required.
51	Security will inform the Health and Safety Officer (Fire) of all fire alarm activations, fires, or fire safety-related events.

<b>Head of Disability &amp; Dyslexia Service (DDS)</b>	
58	The DDS will identify those students with a disability who may require assistance to evacuate, in the event of a fire.

<b>Health and Safety Officer (Fire)</b>	
3	The Health and Safety Officer (Fire) is the appointed competent person who will provide fire safety advice, as defined in the Regulatory Reform Fire Safety Order.
4	The Health and Safety Officer (Fire) will identify any internal or external fire safety alerts and ensure they are communicated to students and staff.
14	The Health and Safety Officer (Fire) will ensure that a management plan for combating arson is part of the overall strategy for dealing with fire safety issues.
15	FRAs will be carried out by the Health and Safety Officer (Fire).
17	FRAs will be reviewed based on the risk of fire for that building, and the timescale will be reflected in the FRA.
21	Where poor safety practises are identified by the Health and Safety Officer (Fire), these will be discussed with the relevant manager.
30	All walls, floors, and ceilings to compartments must be sealed to form protection against the spread of fire and smoke. Where there are penetrations between compartments, these must be sealed or correctly fire stopped.
32	Fire doors must be marked appropriately and must provide protection against smoke and flame penetration for the designated duration.
33	Where fitted, Maglocks on fire escape routes must release the door in the event of the fire alarm sounding. These will be checked by the Compliance Monitors during fire alarm tests.
33	Adequate signage must be provided to identify alternative escape routes.
38	Where fire doors are required to be held open, this must only occur using approved electromagnetic holders linked to the fire alarm. The Head of Maintenance and work supervisors must ensure that, if such systems are installed, they comply with the relevant guidance.
48	Fire drills will be carried out at a frequency determined by the Health and Safety Officer (Fire), but not less than annually.
52	The Health and Safety Officer (Fire) is responsible for strategic liaison with the Surrey Fire and Rescue Service.
58	The Health and Safety Officer (Fire) will complete a PEEP for each student requiring assistance.
68	The Health and Safety Officer (Fire) will publish additional guidance notes for the Health and Safety Office webpages to provide additional information on specific issues.



<b>Health and Safety Officer (Compliance)</b>	
47	The Health and Safety Officer (Compliance) will ensure that a schedule is created and executed to ensure that fire alarm testing and fire drills are carried out.
48	Fire drills will be carried out at a frequency determined by the Health and Safety Officer (Fire), but not less than annually.

<b>Health and Safety Officer (Training)</b>	
65	The Health and Safety Officer (Training) will ensure there is an online training video for students on basic fire safety principles and evacuation advice.
66	The Health and Safety Officer (Training) will ensure there is an online basic fire safety awareness course.
67	The Health and Safety Officer (Training) will ensure there is a practical fire training course for those staff identified as requiring it.

<b>Director of Health and Safety</b>	
13	The Director of Health and Safety must ensure there is a process for providing the Principal with assurance of the level of fire safety compliance.
20	Any training requirements identified, requiring training programs to be developed, are the responsibility of the Director of Health and Safety.
22	The Director of Health and Safety and Director of Estates are responsible for ensuring there is a fire safety strategy for all college buildings.



# **Laser Safety Policy and Procedure**

(Version 5)

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## Introduction

This Policy and Procedure sets out the College's management arrangements for the use of lasers. It requires that the potential for harm to staff, students and other persons from work with laser equipment is either prevented, or where that is not reasonably practicable, is adequately controlled.

The Control of Artificial Optical Radiation at Work Regulations 2010 is the principle health and safety legislation relating to the control of risks from lasers. Furthermore, the Health and Safety at Work Act 1974, and the Management of Health and Safety at Work Regulations 1999 impose clear obligations on the College to manage workplace hazards and risks, including lasers. In addition, the Health and Safety Executive (HSE) has published an information sheet entitled 'Guidance for Employers on the Control of Artificial Optical Radiation at Work Regulations (AOR) 2010'. This document explains the steps that are required to protect workers from artificial optical radiation and comply with existing Regulations. Formal guidance also exists in the British Standard BS EN60825-1, and other relevant documentation.

This Policy and Procedure should not be considered a definitive guide to the management of lasers and the requirements of the Regulations. Where any doubt exists as to the action to be taken, or advice or assistance is required, contact should be made with the College Laser Safety Officer.

Copies of those documents referred to above and other useful reference material are available from the College Laser Safety Officer. The British Standard BS EN60825-1 or the International Electrotechnical Commission (IEC) equivalent should be purchased by departments using lasers of Class 3A and above.

## Objectives

1. Compliance with the requirements of this Policy and Procedure will ensure:
  - a) The College meets its obligations in respect of legislation
  - b) The safe management of lasers and laser devices
  - c) That exposure to non-ionising radiation is kept 'as low as reasonably practicable'
  - d) Everyone is aware of their roles and responsibilities
  - e) The safety and health of staff and students whilst working with lasers
  - f) The safety and health of others (including contractors, visitors, members of the public) is not compromised by those persons working with lasers
  - g) That staff, students and others who are authorised to work with lasers are appropriately informed, instructed, and where necessary trained and supervised.

## Roles and Responsibilities

2. In meeting its statutory obligations, the College has instituted the following organisational arrangements:
3. Heads of Department/School/Directors (hereafter referred to as 'managers') have overall responsibility for implementing the requirements of this Policy and Procedure, including:
  - Informing their staff and others within their area of responsibility that they must comply with the requirements of this Policy and Procedure
  - Ensuring that risks associated with lasers are assessed and managed
  - Ensuring, where applicable, any person who is required to work with lasers is authorised
  - The provision of appropriate information, instruction, and where necessary training and supervision to users of lasers
  - Appointing one or more departmental Laser Safety Officers to assist them with the execution of their responsibilities
  - Implementing procedures for reporting any incidents or accidents involving lasers.
4. Where it may lie outside of a managers level of responsibility to take appropriate action (which may include funding), the matter must be referred to the next level of management.

5. Departmental Laser Safety Officers (DLSO) are responsible for:
  - Undertaking the specified duties identified in [Appendix 1](#).
6. The College Laser Safety Officer (LSO) is responsible for:
  - Undertaking the duties specified within his/her job description
  - Working with DLSOs to implement, monitor and review the management arrangements identified in this Policy and Procedure.
7. The Director of Health and Safety is responsible for:
  - Appointing the College Laser Safety Officer
  - Producing an annual report to College Council on compliance with the requirements of this Policy and Procedure.
8. Any person who works with lasers must:
  - Comply with the requirements of this Policy and Procedure
  - Work in accordance with the findings of any risk assessment, and the requirements of any information, instruction and training, including 'Codes of Practice'
  - Immediately report to their DLSO any accident or incident involving lasers
  - Bring, without delay, to the attention of their DLSO any hazards identified or improvements they think necessary.
9. The Radiation Safety Group, as a sub-committee of the Health and Safety Consultative Committee, will monitor and review the College's arrangements for the management of lasers, including compliance with the Regulations and this Policy and Procedure.
10. For the Membership and Constitution of the Group see [Appendix 2](#).

### **General Requirements**

11. The following provisions will apply to work with lasers and laser devices:

### **Departmental Laser Safety Officers**

12. Managers will appoint one or more Departmental Laser Safety Officers (DLSO) where lasers of Class 3A or above are used. A DLSO will also be appointed where lasers embedded in equipment, when serviced, could expose persons to laser radiation of Class 3A and above. This person will be a suitably qualified and experienced member of the manager's staff. The College Laser Safety Officer must be informed in writing of any appointment and will ensure that the individual has received sufficient training to carry out their role effectively.
13. The specific duties of DLSOs are identified in [Appendix 1](#).

### **Authorisation to work with lasers**

14. Any person required to work with lasers of Class 1M, 2M, 3 (including 3A, 3R, 3B, 3B\*, 3B\*\* & III) or Class 4 must be authorised to undertake such activities. Such authorisation shall require completion of the College 'Laser Personal Registration' form (see [Appendix 3](#)) which shall be completed in full, signed by the user, and countersigned by the DLSO. Copies of completed forms will be retained in the department and with the College Laser Safety Officer.

## Registration, Acquisition and Purchase of Lasers

15. Managers will ensure that all lasers (except those of low power Class 1 and laser pointers of Class 2<sup>1</sup>) are registered with the College Laser Safety Officer by completing the College's 'Registration of Laser' form (see [Appendix 4](#)). Any person wishing to bring a laser of Class 3 or 4 onto College premises, either by purchase, loan or transfer, must obtain written authorisation from the College Laser Safety Officer.
16. Where a laser is to be purchased, this permission must be sought no less than 3 weeks before the order is placed. Where a laser is to be transferred from another establishment, this permission must be sought no less than 3 weeks before the recipient formally agrees to the transfer. This time period will allow the College Laser Safety Officer to assess any safety requirements of the laser.

## Disposal of lasers

17. Managers will ensure that the College Laser Safety Officer is informed before a laser is to be disposed of. Some lasers contain harmful substances and must be disposed of through a licenced waste contractor and the Laser Safety Officer will be able to give advice on requirements.

## Risk Assessment

18. Prior to any new activity involving work with lasers being introduced, a full risk assessment (using the College 'General' Risk Assessment form) shall be conducted. Covering all aspects of the use of the laser, the assessment will be conducted by a member of the manager's staff. The College Laser Safety Officer will provide such advice and assistance as may be necessary.
19. The College 'Laser Survey' form (see [Appendix 5](#)) and accompanying notes (see [Appendix 6](#)) can be used to assist with the risk assessment process. It identifies essential control measures as required by BS EN60825-1. The risk assessment should investigate each of the control measures and assess their level of compliance.
20. Where the risk assessment identifies that risk controls are required which are outside those currently provided, then the laser shall not be brought into service/use until the requirements identified to be necessary by this assessment have been implemented.
21. Completed risk assessments, and other relevant documentation (i.e. Codes of Practice) shall be held in the immediate vicinity in which the laser is in use. This will ensure they are available for reference purposes during use, and such other means as may be appropriate for the restriction of exposure.

## Restriction of Exposure

22. Where work with lasers is to be carried out, managers will take all necessary steps to ensure that exposure is restricted so far as reasonably practicable. This will be achieved by ensuring that the following hierarchy of risk control measures is in place:
  - (i) Engineering Controls – firstly take action to control exposure to staff, students and others by engineering controls.
  - (ii) Safe systems of work – then consider the use of safe systems of work, such as information, instruction and training, supervision, written codes of practice, etc.
  - (iii) Personal Protective Equipment – in the event that exposure cannot be adequately controlled by engineering controls and safe systems of work, personal protective equipment must be provided to further restrict exposure.

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<sup>1</sup> The definition of laser pointers includes distance measures, spirit levels, temperature measuring devices and other device where a Class 2 laser is used for targeting, and where Class 2 is the maximum output of the device.

## Personal Protective Equipment

23. Where it is legitimate to resort to personal protective equipment, this will conform to current European Union Product/Design requirements. The College Laser Safety Officer will be available for advice on the selection of adequate and suitable personal protective equipment for restricting exposure.<sup>2</sup>

## Code of Practice

24. A 'Code of Practice' must be produced for all work involving lasers of Class 3B, 3B\*\* and 4, where the beam paths are not totally enclosed. The Code will identify the necessary precautions for the containment of laser light inside the experimental area in order to ensure the protection of users and others. In addition, it will identify all personnel who are authorised to use the laser.

## Undergraduate work with lasers

25. Undergraduate work with lasers should, where practicable, be restricted to Classes 1 and 2. Where this is not practicable, undergraduates will only work with lasers of Class 1M, 2M, 3A, 3R, 3B, 3B\*, 3B\*\* or 4 following the agreement of the College Laser Safety Officer, who will assist their supervisor in identifying any additional control measures necessary from the risk assessment conducted under paragraph 16 above. In accordance with paragraph 14, the College Laser Safety Officer will ensure that undergraduates carrying out this work are registered. Students must not use lasers of these classes at any time when unsupervised.
26. Lasers must not be accessible to undergraduates at any time other than when they are being used as part of approved experimental work.
27. It is important to introduce students to good safety practice and the DLSO and the lecturer in charge should conduct a risk assessment and draw up a written 'Code of Practice' for each experiment or demonstration. A copy of this code of practice should be displayed in a position where it can be clearly seen by persons carrying out the experiment or demonstration. In addition clear written instructions should be provided for each student experiment.

## Information, Instruction and Training

28. It is the responsibility of managers to ensure that all staff, students and others who are required to work with lasers are provided with such information, instruction and training (including refresher training) that is suitable and sufficient for them to know and understand the risks to health created by exposure and the precautions identified as necessary to ensure safe use.
29. As a minimum, the following training standards will, therefore, apply:
- All Principal Investigators and Research Assistants using lasers of Class 3A, 3R, 3B, 3B\*, 3B\*\* or 4, must attend a training course provided by the College Laser Safety Officer, or equivalent.
  - Other users of Class 3A, 3R, 3B, 3B\*, 3B\*\* or 4 (i.e. postgraduates and undergraduates) will be given training by the College Laser Safety Officer (LSO), followed by further instruction on use of the equipment from their supervisor.
  - Staff who use laser pointers that are Class 2 do not have to be registered but must be issued with the [Code of Practice for Laser Pointers and Pens](#) (see also Paragraphs 32 and 33).

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<sup>2</sup> It is essential that where the risk assessment identifies the need for protective eyewear, this must provide protection against the specified wavelength and power of the laser beam. Where the need for protective clothing is identified, then the hands and forearms are the areas most at risk and must, therefore, be appropriately covered.

30. In addition, all registered laser workers using lasers of Class 3B or above should read section 3 of IEC 60825-1 and any other relevant sections of this document as they identify important aspects of laser safety.
31. Principle Investigators must also ensure that staff under their supervision who use lasers are issued with relevant Codes of Practice.

### **Eye examinations**

32. Initial and routine eye examinations for laser users are not required although if a new worker requests one then this can be arranged. Most new workers will be classed as display screen equipment users and may have already had an eye examination.
33. Any case of suspected eye damage from a laser must be reported immediately to the College Health Centre and the Director of Health and Safety. The Health Centre will conduct an assessment of the injury, and if necessary, arrange for an eye examination to be carried out within 24 hours at an appropriate hospital.

### **Laser pointers and pens**

34. Laser pointers and pens are now widely used as a teaching aid, but if used inappropriately, have the potential to cause harm. Managers shall ensure that staff and students who use laser pointers are provided with the necessary information, instruction, and where necessary training, to be able to use such equipment safely.
35. The following standards will, therefore, apply:
  - For laser pointers up to and including Class 2, each user shall be issued with a copy of the College's Code of Practice for Laser Pointers and Pens (see [Appendix 7](#)).
  - Lasers pointers and pens above Class 2 are a significant risk to persons and their use is, therefore, prohibited.
  - Students should not use any personally owned laser pointers. If they require one for a talk or presentation, then this should be issued by the relevant department.
  - Visiting lecturers may use their own laser pointers provided that they are Class 2 or below. The visitor must be issued with the [Code of Practice](#) before any lecture.

### **The use of lasers for entertainment and display purposes**

36. Lasers that are used for display purposes are of a very high power and have the potential to cause serious injury. All persons attending such a display must be protected from either accidental or reckless exposure. Lasers that are used on campus for display purposes must be operated in accordance with the HSE guidance document HS(G)95 – 'The Radiation Safety of Lasers Used for Display Purposes'.
37. Further advice on the use of such lasers can be obtained from the College Laser Safety Officer.

### **Departmental Compliance with this College Policy and Procedure**

38. Departmental compliance with the requirements of this Policy and Procedure will be reviewed by the College Laser Safety Officer during the health and safety audit process.
39. This Policy and Procedure forms part of the College Health and Safety Policy.

Andy Alway  
College Laser Safety Officer  
Version 5

**Approved by: Planning and Resources Committee**  
**Date: 15<sup>th</sup> May 2017**  
**To be reviewed: Before June 2020**



### 1. Context

The 1994 Education Act ("the Act") requires university governing bodies to take reasonable and practicable steps to ensure that the students' union operates in a fair and democratic manner and is accountable for its finances. This Code of Practice responds to the requirements of the Act and how they will be implemented.

The College Council is the governing body of RHUL, which is ultimately responsible for implementing and monitoring adherence to this Code. The Code applies to staff and students of the College, and to the RHUL Students' Union and its staff and officers.

The Students' Union, Royal Holloway, University of London (RHSU) is established by Statute 10 of the College Statutes. It is an unincorporated charity established under the Education Act 1994 and has been registered with the Charity Commission since 19th May 2011 (No. 1141998). As a charity RHSU must comply with the requirements of the Constitution and charity law, particularly the completion of an Annual Return and annual financial statements. The Trustee Board is also responsible for safeguarding the assets and ensuring their proper application in accordance with charity law.

Education Act 1994 Requirement	Response & Responsibilities
<p><b>22 (1)</b> The governing body of every establishment to which the part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances.</p>	<p>The College Council is the governing body of RHUL and approves RHSU's constitution and issues this Code of Practice.</p> <p>In addition to this, as a registered charity the RHSU Board of Trustees is legally required to ensure the organisation is fit for purpose and accountable for its finances.</p>
<p><b>(2)</b> The governing body shall in particular take such steps as are reasonably practicable to secure that the following requirements are observed by or in relation to any students' union for students at the establishment —</p> <p>(a) the union should have a written constitution;</p>	<p>College Council ensures that RHSU has a written constitution, and receives an annual report from the Trustees on its activities.</p> <p>The RHSU Trustees ensure that the constitution is publicly available on the Students' Union website.</p>
<p>(b) the provisions of the constitution should be subject to the approval of the governing body and to review by that body at intervals of not more than five years;</p>	<p>The constitution was most recently approved by College Council in June 2016. The next quinquennial review / approval by College Council will take place no later than July 2021.</p> <p>The Secretary to Council is responsible for ensuring RHSU is aware of the date by which the review is due. The Secretary to Council will agree a review timetable to ensure such review accommodates meeting dates of both the College Council and RHSU. RHSU Trustees are responsible for implementing the review and ensuring approval by College Council and any other body required to give approval.</p> <p>No change to the Articles proposed by RHSU at any time shall be effective until approved by the College Council.</p>
<p><b>(c)</b> a student should have the right—</p> <p>(i) not to be a member of the union, or</p> <p>(ii) in the case of a representative body which is not an association, to signify that he does not wish to be represented by it,</p> <p>and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so;</p>	<p>Section 4 of the Students' Union constitution clearly sets out the categories of membership within the organisation, and the ability for students to opt out.</p> <p>RHSU Trustees ensure all other Students' Union services (other than democratic participation) are available to students irrespective of whether they have opted out of membership.</p>

<p><b>(d)</b> appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote;</p>	<p>College Council ensures that the RHSU Constitution clearly sets out (in either the Articles or a Byelaw) the procedures for the operation of free and fair elections, which will be by secret ballot.</p> <p>In addition to this, each year the RHSU Board of Trustees agrees a formal set of election rules and regulations, appoints a Returning Officer / Deputy Returning Officer, and receives an annual report on the election process.</p>
<p><b>(e)</b> the governing body should satisfy themselves that the elections are fairly and properly conducted;</p>	<p>See above.</p> <p>The annual report to College Council provided by the RHSU Trustees includes a report on the conduct on elections during the year and include a summary of any complaints or appeals.</p>
<p><b>(f)</b> a person should not hold sabbatical union office, or paid elected union office, for more than two years in total at the establishment;</p>	<p>A person cannot hold a sabbatical union office or paid elected union office for more than two years in total.</p> <p>RHSU Trustees are responsible for retaining a list of Officer Trustees for evidence.</p>
<p><b>(g)</b> The financial affairs of the union should be properly conducted, and appropriate arrangements should exist for the approval of the union's budget, and the monitoring of its expenditure, by the governing body</p>	<p>College Council oversees RHSU finances via the College Finance Committee, which requires reports of income and expenditure from the RHSU Trustees.</p> <p>The annual budget is approved by the Finance Committee (on behalf of College Council) and the RHSU Trustees in advance of the financial year to which it relates.</p> <p>It is the responsibility of the RHSU Trustees to ensure that the accounts are annually audited by an external provider as required by charity law.</p>
<p><b>(h)</b> Financial reports of the union should be published annually or more frequently, and should be made available to the governing body and to all students, and each such report should contain, in particular; a list of the external organisations to which the union has made donations in the period to which the report relates and details of those donations</p>	<p>It is the responsibility of the RHSU Trustees to ensure that the RHSU financial accounts are published at least once in each academic year.</p> <p>The financial accounts and / or reports are scrutinised by the College Finance Committee. Such reports contain details of donations made to external organisations as required by this section of the Act.</p>
<p><b>(i)</b> The procedure for allocating resources to groups or clubs should be fair and should be set down in writing and freely accessible to all students</p>	<p>The responsibility for the allocation of grants to clubs and societies is formally delegated by the RHSU Trustees to the Student Activities Grant Subcommittee, who publish and manage an annual application procedure.</p>

<p><b>(j)</b> If the union decide to affiliate to an external organisation, it should publish notice of its decision stating:</p> <p>(i) the name of the organisation, and</p> <p>(ii) details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation, and any such notice should be made available to the governing body and to all students.</p>	<p>College Council ensures that the RHSU Constitution allows affiliations to organisations which may contribute to the successful achievement of its Objects. Affiliations will be reported to the Annual General Meeting for approval. At intervals of not more than a year, a requisition may be made by 5% of ordinary members that the question of continued affiliation to any particular organisation can be decided upon by a secret ballot in which all ordinary members are entitled to vote.</p>
<p><b>(k)</b> Where the union is affiliated to any external organisations, a report should be published annually or more frequently containing a list of the external organisations to which the union is currently affiliated, and details of subscriptions to similar fees paid, or donations made, to such organisations in the past year or since the last report, and such reports should be made available to the governing body and to all students.</p>	<p>A list of the external organisations to which RHSU is affiliated is included in the published annual accounts which are submitted to the College Finance Committee. This will be included in the annual report of the Trustees to College Council.</p>
<p><b>(l)</b> There should be procedures for the review of affiliations to external organisations, under which the current list of affiliations is submitted for approval by members annually or more frequently, and at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5%) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote.</p>	<p>Written procedures for the review of affiliations to external organisations are included in the RHSU Constitution.</p>
<p><b>(m)</b> There should be a complaints procedure available to all students who are dissatisfied in their dealings with the union, or claim to be unfairly disadvantaged by reason of their having exercised the right referred to in paragraph (c) above, which should include provision of an independent person appointed by the governing body to investigate and report on complaints.</p>	<p>College Council ensures that the RHSU Constitution clearly sets out (in either the Articles or a Byelaw) the procedures for the operation of a statutory complaints procedure.</p> <p>The Secretary to Council will appoint a senior member of staff to act as the independent reviewer to ensure the complaints procedure has been followed.</p>
<p><b>(n)</b> Complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.</p>	<p>College Council ensures that the complaints procedure includes time limits for response and investigation, and requires that any investigating officers or panels have no interest or had prior involvement with the matter.</p>

<p><b>22(3)</b> The governing body of every establishment to which this Part applies shall for the purposes of this section prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements set out above are to be carried into effect in relation to any students' union for students at the establishment, setting out in relation to each of the requirements details of the arrangements made to secure its observance.</p>	<p>The Secretary to Council is responsible for ensuring that this Code of Practice is accurate, implemented, published and reviewed. And that College Council continues to fulfil its responsibilities for oversight of RHSU under the Education Act 1994.</p>
<p><b>22(4)</b> The governing body of every establishment to which this Part applies shall as regards any students' union for students at the establishment bring to the attention of all students, at least once a year—</p> <p>(a) the code of practice currently in force under subsection (3),</p> <p>(b) any restrictions imposed on the activities of the union by the law relating to charities, and</p> <p>(c) where the establishment is one to which section 43 of the M1Education (No.2) Act 1986 applies (freedom of speech in universities and colleges), the provisions of that section, and of any code of practice issued under it, relevant to the activities or conduct of the union.</p>	<p>This Code of Practice is approved by the Council of RHUL and agreed with the RHSU Trustees. It is published by both RHUL and RHSU, normally via their websites. Copies are also available on request from the Secretariat. College is responsible for ensuring this Code is brought to the attention of all students during enrolment.</p> <p>RHSU makes all students publicly aware of their charitable status, and informs them of legislation and restrictions imposed up on them as a consequence of its charitable status.</p> <p>The College has a Freedom of Speech Policy which is published on the student pages of the RHUL website.</p>
<p><b>22(5)</b> The governing body of the establishment to which this Part applies shall bring to the attention of all students, at least once a year, and shall include in any information which is generally made available to persons considering whether to become students at the establishment;</p> <p>(a) Information as to the right referred to in subsection (2)(c)(i) and (ii), and</p> <p>(b) Details of any arrangements it has made for services of a kind which a students' union at the establishment provides for its members to be provided for students who are not members of the union.</p>	<p>Information about opting out of full membership of RHSU will be brought to the attention of students during enrolment. This is the responsibility of the College.</p>

NB. Clauses 6 – 9 of Section 22 of the Education Act 1994 are definitional and do not require any action on behalf of the College or Students' Union.

**Approved by Council 10 May 2017**



# Student Complaints Procedure

At the College we hope and expect that you will be satisfied with your experiences here as a student. We are always pleased to hear about particularly good aspects of your experiences, but we also recognise that there may be circumstances when you may not be satisfied. If you do have any issues or concerns about particular aspects of College life you are expected to raise them with an appropriate member of staff as soon as possible. Concerns about academic provision should be raised informally with your Personal Tutor or Adviser, course leader or Head of Department or School. Concerns about the provision of a facility or service should be raised informally with a member of the relevant team. If you are not sure about who to approach do speak to the Student Service Centre Desk or the Students' Union Advice and Support Centre staff. They are here to help you. If you remain unsatisfied or fail to resolve matters informally you may wish to submit a formal complaint.

Approved by:  
Executive Board

Date: July 2021  
To be reviewed before: May 2024

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### Introduction

1. The following procedures are intended to explain how you can submit a complaint about the College's provision of services or facilities, and how you can expect your complaint to be investigated. The purpose of these procedures is to facilitate fair consideration of your complaint, and it is hoped that in most cases complaints will be resolved satisfactorily. These procedures have been developed to ensure that complaints made, either individually or collectively, by students are treated seriously, investigated carefully and, if found to be justified, are acted upon.

### What is a complaint?

2. A complaint can arise if one or more students have a specific concern about an action or lack of action by the College, the standard of a service provided by or on behalf of the College, or about matters that affect the quality of the learning opportunities. Examples may include:
  - (i) failure to meet obligations, including those outlined in handbooks
  - (ii) misleading or incorrect information in prospectuses or other promotional material
  - (iii) concerns about the delivery of a programme (administration or teaching), including those delivered by a partner institution, placement providers or years in industry.
  - (iv) provision of poor quality facilities, learning resources or services including dissertation or thesis supervision.
3. The complaints process CANNOT be used to overturn an academic decision, for example, decisions about progression, marks, or termination of registration. There are other established systems or processes to help students appeal against these decisions which are summarised in Appendix 1. If you have any questions about the appropriate route for you please speak to the Student Service Centre Desk or the Students' Union Advice and Support Centre.

### Who can make a complaint?

4. If you are enrolled on an academic programme delivered by the College you can submit a complaint, regardless of whether you are registered for the current academic year, subject to the below. Students who have recently left may also submit a complaint, subject to the time limits below.
5. **You are expected to make the complaint yourself within 3 months of the action or incident being complained about.** You may appoint a representative to communicate with us on your behalf, e.g. a friend or family member, but you must sign the form yourself, as we cannot accept a form signed by someone else on your behalf. You will need to ensure that your representative knows all about your complaint, is willing to represent you and can keep you fully informed as we will only correspond with your representative. We will not correspond with you as well. If you change your mind about being represented, or change your representative you will need to tell us in writing. Complaints made more than 3 months after the action or incident will only be accepted in exceptional circumstances and at the discretion of the Director of Student and Academic Services or their nominee. Exceptional circumstances may include evidence of a medical condition preventing the submission of the complaint, proportionate to the length of the delay.
6. **Where an action affects a group of students, you may wish to submit a group complaint.** In order to manage the complaint we will ask the group to nominate one student to act as group representative. All complainants should sign the complaint form at the point of submission, but we will only communicate with that



representative, who is responsible for communicating with other group members.

7. In the event that we receive a number of similar or related complaints within a short period of time, we may decide to co-ordinate the investigation where cases overlap, but we will ensure that each student's circumstances are considered separately and will correspond with each student individually.
8. **Anonymous complaints will not normally be investigated.** However, if there is a compelling case supported by evidence that warrants an investigation we may proceed, but you should be aware that raising concerns anonymously often impedes the investigation and the communication of the outcome.

### The complaints process

9. There are 3 stages to the complaints process:
  - (i) **Early resolution** – In most cases you will be expected to attempt to resolve concerns locally in the first instance, for example at Department or School level or with the relevant department within the Professional Services. This might include face to face discussion or asking an appropriate member of staff to deal with the matter. If you remain unsatisfied and wish to proceed with a formal complaint we will require written evidence that you have attempted to resolve the matter informally.
  - (ii) **Formal** – If you are unable to reach a satisfactory conclusion at the early resolution stage, or if your complaint is not suitable for early resolution due to the complexity or nature of the concerns, you may escalate your complaint by submitting a formal complaint form. An investigation will be undertaken and you will be provided with a written outcome.
  - (iii) **Review** – If you are not satisfied with the conclusion of the formal investigation, you may request a review by the College Executive team. There are limited grounds on which you may request a review, the purpose of which is to ensure that appropriate procedures were followed and that the decision was reasonable. You will be provided with a written outcome.

### Timescales

10. We aim to respond to all complaints as swiftly as possible and to complete a formal complaint and review within 90 calendar days after receipt, including the time required for students to submit material. There may occasionally be circumstances when, for good reason, we will need to extend the timeframe. Where this is the case we will notify you and keep you regularly informed of progress.
11. Where a complaint is identified as requiring swift action, for example, where there is a threat of serious harm, we will prioritise that complaint.
12. It is common for students to raise issues which contain matters that should be considered under another procedure, for example the Academic Appeals Procedure. Where this happens, we will tell you which specific issues will be considered under which specific procedure and will direct you to the alternative appropriate procedure. We may suspend the consideration of a complaint until a matter considered under another procedure has been investigated.

### Support

13. We recognise that it is often not an easy decision to submit a complaint, and that you may have concerns about the impact on your relationship with our staff or on your academic studies. You can be confident that you will not be disadvantaged because you submitted a complaint. This includes handling your complaint with an appropriate level of confidentiality. Appendix 2 sets out the expectations of staff and students involved in complaints handling.
14. You are encouraged to use support services provided by the Students' Union Advice and Support Centre as the staff there can provide helpful independent advice and support to those who wish to submit a complaint.
15. If you have particular circumstances or individual needs, and with your agreement, we may adapt these procedures. Reasonable adjustments will be considered on a case by case basis and with the advice of Student Wellbeing.

### Early resolution

16. There are systems in all departments and services to allow you to raise concerns or suggest improvements to our provision of services and support. All academic departments have Student Staff Committees, which are intended to provide a general means of communicating and resolving difficulties. Additionally, regular feedback surveys on teaching and administrative and other support services are undertaken. Many problems will be resolved by these mechanisms.
17. You are expected to raise any concerns about the provision with a member of staff familiar with the area of concern. Normally, it is appropriate to raise concerns about academic provision such as failure to meet obligations outlined in handbooks with your Personal Tutor or Personal Adviser, course leader or Head of Department or School. Concerns about the provision of a facility or service, e.g. security services or library facility should be raised with a staff member of the relevant team. If you are not sure about whom to approach speak to the Student Service Centre Desk or the Students' Union Advice and Support Centre staff.
18. If you remain unsatisfied or wish to pursue the concern further, your complaint form should include a written summary of attempts you have made to resolve your concerns, and any outcome provided by the Service/Department. We will contact the Service/Department to ensure that they have had the opportunity to consider and resolve your concerns before accepting your complaint for formal investigation.

### Formal complaint

19. You should submit your complaint on the form accessible on the website. If you cannot access the form this way you should request one from the Student Services Centre. Completed complaint forms should be submitted electronically to [complaints@rhul.ac.uk](mailto:complaints@rhul.ac.uk).
20. You should set out your concerns clearly and succinctly, providing evidence to support your concerns where possible. Evidence may include:
  - (i) Emails
  - (ii) Timelines of events, for example dates of meetings.
  - (iii) Independent medical evidence

- (iv) Reports by professionals
- (v) Financial information
- (vi) Witness statements

Covert recordings of conversations or similar will not be accepted as evidence unless there are exceptional circumstances.

21. All complaints will be managed sensitively (see appendix 2), but you should be aware that staff involved in any action, service or facility referred to in your complaint may be asked to respond to your complaint statement and / or evidence. If you have provided any statements or evidence which you wish to remain confidential you should clearly indicate this on your form. The case officer will confirm what elements of your complaint can be kept confidential, and with your agreement, the investigation will proceed. Examples of circumstances which may require elements of a complaint to be kept confidential include complaints about a member of staff where a witness wishes their name to be removed from their statement when it is shown to that member of staff or personal medical reports.
22. On receipt of a formal complaint we will confirm receipt and briefly evaluate your submission to check that it is submitted under the right procedures, is within the 3 month deadline and provides sufficient evidence. If there are any queries we will contact you to ask and may require further information. Your complaint will then be allocated to a case officer.
23. The case officer may:
  - (i) Refer you to another procedure (which may require the suspension of the complaints procedure until the other procedure is completed).
  - (ii) Reject your complaint, for example, if it is outside the 3 month limit without a sufficient explanation. Your complaint will be closed and you will be provided with a Completion of Procedures letter.
  - (iii) Refer your complaint to an appropriate member of staff for early resolution, if there is no evidence that this has already been attempted.
  - (iv) Proceed to formal investigation.
24. After an initial review of the complaint, the case officer will ask parties involved to submit written statements and supporting evidence in response to your complaint statements. The case officer will collate any additional relevant information. This may include:
  - (i) academic transcripts
  - (ii) relevant student handbooks, regulations and policies
  - (iii) notes and minutes of meetings
  - (iv) correspondence
25. The case officer will write a report summarising all the submissions and evidence and may make recommendations for the outcome of the complaint. Depending on the nature and complexity of the case, the case officer will refer this report along with your complaint submission and evidence to a decision-maker as follows:
  - (i) Non-academic complaints will be referred either to the Director of Student and Academic Services or their nominee, or to a panel comprising a senior member of staff with a wide experience of College administration and a Student Union representative;
  - (ii) Academic complaints will be referred to a panel comprising a senior member of academic staff and a Student Union representative.

26. After considering the evidence and submissions, the decision-maker will decide whether your complaint should be upheld, not upheld, or partly upheld. In addition the decision-maker may:
- (i) make recommendations or
  - (ii) propose a remedy or remedies.

Where one or more of the remedies proposed in paragraph 26(ii) is financial compensation or a refund (for example of tuition fees or accommodation rent), the case officer will advise the decision-maker to ensure that the remedy is appropriate and consistent with previous decisions. The Director of Student and Academic Services, or nominee, may be asked to approve the financial remedy.

27. The College aims to provide an outcome in writing and the reasons for the decision within two months of receipt of the complaint. You will also be provided with a copy of any written statements, evidence and reports, and details of your right to take the complaint to the review stage. There may be occasions when this timescale cannot be met and if this is the case you will be advised of this and the reason(s) for the delay.
28. During the investigation the case officer will ensure you are kept informed about the progress of the investigation. If there are any delays you will be notified and provided with a revised timescale.

### Complaints about members of staff

29. If, following the conclusion of the investigation, it is apparent that there is a case to answer with regards to the behaviour of the member of staff concerned, the panel will have the option to recommend that the matter is referred to Human Resources for further investigation.
30. You will not normally be informed of the outcome of the investigation by Human Resources, as this will be confidential to the member of staff, but you will receive an outcome letter in line with paragraph 26 and you will have the option to request a review of your case where you meet one or more of the criteria.

### Review Stage

31. It is hoped that your complaint will be resolved following the investigation. However, if you are dissatisfied with the outcome of your complaint you can request a review by completing the relevant form and submitting it to [compliance@royalholloway.ac.uk](mailto:compliance@royalholloway.ac.uk) within 10 working days of the written outcome. A review will not normally consider your complaint afresh or involve a further investigation but will consider whether procedures were followed and that the decision was reasonable.
32. Your request for a review must be made on at least one of the following grounds:
- (i) fresh evidence can be presented which you could not with reasonable diligence have been submitted with the initial complaint and which might cause reasonable doubt as to the fairness of the decision in the outcome letter
  - (ii) there is evidence of a failure to follow the procedures which might cause reasonable doubt as to the fairness of the decision in the outcome letter
  - (iii) the decision maker at the formal stage reached an unreasonable decision, given the evidence available at the time.

Please note that further evidence will not normally be considered unless you can demonstrate why you could not have provided it at the formal consideration stage. If you are providing evidence from third

parties, including witness statements or medical certificates, you must have requested them in good time before submitting your formal complaint.

33. If you do not request a review within 10 days of the date you were notified of the outcome, we will close your complaint file.

### Review

34. On receipt of a request for a review we will confirm receipt and allocate your request to a case officer, who will communicate with you (or your representative) and will keep you informed of progress with your complaint.
35. The case officer will consider your request for a review to determine whether you have met the ground(s) for review. If the request does not fulfil the ground(s) selected, the case officer will consult with the Deputy Principal Operations or their nominee and your request may be rejected.
36. If your request for a review is valid, your case will be presented to a named officer or their nominee who shall consider the details of the case and all relevant documentation provided during the investigation. They will review the case and may, if necessary, take further advice.
37. One or more of the following options are available when deciding upon the final outcome:
- (i) Amend the outcome of the formal stage;
  - (ii) Amend or apply any recommendations or remedy;
  - (iii) Refer the complaint, or an element of it, for further investigation;
  - (iv) Uphold the original outcome in full
38. Upon the conclusion of the review stage, whether the request for a review has been rejected or not, you will receive a Completion of Procedures letter confirming the College's final decision in the consideration of your complaint.

### Adjudication of College Decisions

39. If you have exhausted these procedures but you remain dissatisfied with the outcome of the complaint, you are entitled to ask the Office of the Independent Adjudicator for Higher Education (OIA) to conduct a review. The OIA is an independent review body, external to the College, and can look at issues such as whether we have followed our procedures, whether our procedures are reasonable, and whether our final decision was reasonable in all the circumstances. The OIA's Scheme Rules and guidelines are available on its website, [www.oiahe.org.uk](http://www.oiahe.org.uk).
40. In order to apply to the OIA you will require a Completion of Procedures letter. If your complaint is rejected under paragraph 22(ii) of this procedure (for example because it is submitted outside the 3 month time-limit), or if, following a review in accordance with paragraphs 33-37 above, your complaint is not upheld, this letter will be issued automatically. In all other circumstances you will need to request a Completion of Procedures letter by writing to [complaints@royalholloway.ac.uk](mailto:complaints@royalholloway.ac.uk) within 1 month of completion of your case.

### Monitoring and Records

41. The College Council will receive regular reports (not less than one each academic year) concerning the operation of the complaints procedure. Such reports will not identify individuals or contain any confidential information relating to individual cases. Reports may also be provided to other committees and senior managers.
42. Records of formal complaints will be maintained by Student Administration, and will be kept securely. They will not form part of the official student record. It is expected that a copy of these records will be requested by and provided to the OIA during adjudication.
43. Where the OIA issues a final outcome following adjudication an anonymised version of the written outcome may be shared with the Students' Union Advice and Support Centre and other relevant departments. The purpose of this is to raise awareness of student concerns and to assist with the operation of these procedures.

## Appendix 1: List of formal routes to solve problems

If you would like to:	
Appeal against a penalty you have received for an examination or assessment offence, including plagiarism.	You should refer to the Regulations on assessment offences for information about how to appeal.
Appeal against the decision of a Board of Examiners, for example, marks awarded for coursework, examinations or formal reviews, academic progression, degree classification or degree award, and termination of registration	<p>You may be able to appeal against the outcome of examinations or termination of registration on academic grounds. See the Academic Appeals Procedure in the Academic Regulations</p> <p>If, however, the grounds of appeal are matters covered by this complaints procedure, the Investigating Officer of the appeal may at his/her discretion suspend the Appeals process whilst the complaint is investigated. The outcome of the complaint will inform the appeal decision. Decisions for both procedures, where appropriate, may be issued in the same outcome.</p>
Ask that your request for special assessment arrangements are reconsidered	You may be able to request a reconsideration of requests for special assessment arrangements. See the Regulations on special assessment arrangements
Appeal against a decision made by a Fitness to Practise Panel	You may be able to appeal against the termination of registration on grounds of fitness to practice. See the Fitness to Practise Procedures
Appeal against a decision made by a Fitness to Study Panel	See the Support to Study Procedure
Appeal against a decision made by an authorised disciplinary officer or disciplinary panel	You should follow the relevant sections of the regulations, set out in the Student Handbook
Report personal harassment	You should refer to the Dignity and Respect Policy (Students).
Complain about the Students' Union	You should refer to the Students' Union complaints procedure
Complain about the health centre	You should use the Health Centre's complaints procedure. Complaint forms are available in the Health Centre Reception, the Student Services Office and the Students' Union
Complain about a decision made regarding your student fees.	<p>You should contact Student Services Centre</p> <p>If your registration has been terminated for non-payment of fees, you may be able to appeal against the decision. See the Student Fee Regulations.</p>

## Student Complaints Procedure

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Complain about learning opportunities delivered by the College's collaborative partners	You should use the partner's complaints procedure in the first instance. If your complaint is not resolved you may refer the complaint to the College for a review (section 30 onwards of these procedures). You will need to provide the College with a copy of the formal outcome from the partner's complaints procedure.
Complaint about a placement, year in industry, practice learning placement or similar college provision which has impacted on your learning experience.	You should contact the placement manager in the first instance, and follow any procedure set out in your department handbook.  If your complaint is not resolved you may refer your complaint for a review by a named officer or their nominee using section 31 onwards of these procedures.
Complain about a decision made as part of the Admissions process, or the process itself.	The Admissions process has its own complaints procedure and you should refer to the Complaints section of the Admissions Policy.



## Appendix 2: Expectations of staff and students involved in complaints handling

We will:

1. Keep students informed throughout the process
2. Deal with all complaints seriously and fairly and with an appropriate level of confidentiality, i.e. information will be released only to those who need it for the purposes of fairly investigating or responding to the complaint.
3. Judge all complaints on their individual merits and treat all complainants equally, and will ensure no student is disadvantaged or victimised for submitting a complaint.
4. Follow the principles of natural justice in a manner which is appropriate to the individual circumstances of the complaint. Case officers, panel members and members of the College's Executive team will not act in any matter in which they have a material interest, or an actual or potential conflict of interest
5. Advise students to access support when submitting complaints, including advising students that they may be accompanied to meetings to discuss complaints.
6. Advise students if complaints about other students or members of staff have been upheld, but may not share specific details affecting individual students or staff members.

We expect you to:

1. Respond to requests for information from the case officer in a timely manner, and to keep them informed of any circumstances relevant to your complaint
2. Provide appropriate evidence to support your complaint at the appropriate time
3. Behave reasonably towards the case officer and others involved in considering your complaint. Frivolous or vexatious complaints may be closed, for example, where there is evidence of obsessive, repetitive or unreasonable pattern of behaviour, or abuse or harassment of staff.

### Appendix 3: Glossary and terms

Case Officer	The member of staff who will co-ordinate the investigation and responsible for ensuring the outcome is communicated to the student in a timely manner. They will be assigned to the complaint and will be the point of contact for the student complaining and for any staff asked to provide a response or evidence.
Completion of procedures letter (often referred to as a COP)	A letter which confirms that the College procedures have been completed. It summarises the College decision and reasons for it, and advises the student that they may be able to apply to the Office of the Independent Adjudicator for a review.
Decision-maker	The member(s) of staff or Panel who will decide whether a complaint is upheld or not
Named officer	An academic member of the College's Senior Management Team, approved annually by the Planning and Resources Committee or a Head of Professional Service.
Office of the Independent Adjudicator (OIA)	An independent body established to review students complaints. Free to students, the OIA deals with individual complaints against Higher Education Institutions in England and Wales.
Remedy and recommendations	<p>Where a complaint is partly or fully upheld the College will take some action for the benefit of the student which, wherever possible, will attempt to return the student to the position that they would have been in had the circumstances not occurred. A remedy may include an apology.</p> <p>Where a complaint has identified matters of concern, the College may recommend action to review or require improvements from a College service or department.</p>
Representative	An individual authorised by a student to pursue a complaint on the students' behalf.

# Student Charter



**At Royal Holloway we aim to support our students to achieve to their highest potential through the teaching skills of our academics, the strength of their research, and the unique feel and culture of our campus community.**

## ***To achieve this the College will:***

1. Offer an outstanding academic experience where you will learn from recognised experts who will help foster independent thinking and an international perspective in a digital world.
2. Give prompt and helpful feedback on your work and guidance on your study that will assist you to fully develop your academic potential.
3. Provide the opportunity to study and live in one of the world's iconic university campuses, currently considered the safest in the UK, where you will have access to appropriate learning support which we are committed to enhancing so that we continue to meet student needs.
4. Nurture a close knit and supportive university community where you will be treated as an individual and not "just another student".
5. Offer the route to a respected academic award whose reputation we will continue to develop and protect so that you can feel proud to be a graduate of Royal Holloway.
6. Enable you to gain a host of valuable co-curricular and employability skills that will help you build your adult life and career and identify and nurture future opportunities.
7. Champion inclusion and continue to be true to our heritage by promoting the principles of equality that were so important to our founders, Thomas Holloway and Elisabeth Jesser Reid.
8. Cultivate a learning community in which your insights and comments will be sought, respected and used to help steer our future.
9. Be transparent about fees and charges - and seek to provide appropriate assistance if you have particular financial difficulties.
10. Ensure fair processes for resolving concerns or grievances promptly.

## ***To achieve this students will:***

1. Commit to your studies fully, making yourself aware of programme requirements, keeping in contact with tutors, attending all required academic activities and producing work to your full potential.
2. Take seriously and respond to feedback offered – whether in the form of academic commentary or advice on appropriate behaviour.
3. Treat our campus surroundings and the local community with the greatest respect, behaving in a way that preserves resource and ensures the safety and comfort of others.
4. Tell us as soon as possible if there are any ways in which you, or others, need support or help, then work with us in ensuring that help can be delivered effectively.
5. Behave with integrity in submitting authentic work and documentation, so that the high standard of our awards is never compromised.
6. Participate when possible in the many additional aspects of College life. These will help us build our campus community and reputation and offer you development opportunities and new experiences
7. Support us in making College life inclusive; participate in schemes designed to promote equality and actively help us in ensuring no-one is subject to harassment.
8. Offer us feedback through the available channels.
9. Make prompt payment of all charges due or immediately contact us if there are any reason why you cannot so that alternative arrangements can be considered.
10. Cooperate in ensuring concerns related to decisions the College makes or services provided are promptly raised and dealt with through the appropriate channels.

# Student Charter



***To achieve this, the Students' Union Royal Holloway University of London will:***

1. Represent you in discussions up to the highest level.
2. Offer a wide range of safe and stimulating events and venues.
3. Campaign on important issues affecting students both locally and nationally.
4. Ensure that a wide variety of student voices are heard in consultation and debate.
5. Give you the maximum opportunity to participate in representing and working for your fellow students.
6. Be vigilant in identifying any groups or individuals who may be unfairly disadvantaged or excluded from full participation and inclusion in College life.
7. Provide a range of student activities and employment opportunities for you to pursue your interests and broaden your experience.
8. Advise and support you in maintaining a safe and healthy lifestyle.
9. Offer additional support where independence from College is needed, with issues such as appeals, discipline and legal disputes.
10. Give you the opportunity to be fully informed about student issues and to express your opinion on them.

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## **Appeals and complaints procedures.**

- [Academic appeals.](#)
- [Conduct appeals.](#)
- [Student complaints procedure.](#)  
[www.royalholloway.ac.uk/ecampus/academicsupport/complaints/complaints.aspx](http://www.royalholloway.ac.uk/ecampus/academicsupport/complaints/complaints.aspx)
- [Students' Union complaints procedure](#) (SU Constitution, Byelaw K).

*Hyperlinks updated March 2019*

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*Approved by Professor Rosemary Deem*

*Reviewed & updated; July 2015.*

*Review by representatives from Student Advisory & Wellbeing, Marketing & Communications, Academic Departments, Royal Holloway Students' Union, Academic Quality and Policy Office and Campus Engagement.  
Annual review by LTQC.*

## Introduction

1. Students are members of the College community and as such are expected to behave responsibly, respect people and property and to comply with the College’s rules and regulations, whether on College premises or elsewhere. The behaviour of students should not interfere with the proper functioning or activities of the College, with those who work or study in the College, or otherwise damage the College.
2. Where there is reason to believe that a student has broken the College rules or regulations, or their behaviour does not meet the required standards (see Appendix 1 – Types of Misconduct), the College will take action as outlined in these Regulations.
3. The College Council is responsible for the maintenance of discipline in the College. These Regulations outline where authority on such matters has been delegated to authorised officers.

## Glossary

Authorised Officer	Members of staff authorised by the College to deal with actual or allegations of misconduct, and to impose penalties.
Appeal	A request for the decision to be changed. This will only be considered where the student can prove that the specified reasons, called grounds, are satisfied.
Campus Exclusion / Restriction Order (CERO)	Places conditions or restrictions on student that they must meet to continue attendance at the College or reside in College accommodation. Access to named venues or activities may be prohibited, for example, no access to licensed premises. CERO’s may be effective for the remainder of a student’s registration at the College or for a shorter period. They may only be placed or revoked by an Authorised Officer. If a student breaches the conditions of a CERO they will be subject to further action.
Completion of Procedures Letter	A letter which confirms that the College’s procedures have been completed. It summarises the decisions and the reasons for it, and confirms the submission deadline for reviews by the Office of the Independent Adjudicator (OIA).
Hearing	A formal meeting where the alleged misconduct is discussed. Normally a member of College staff will present, or explain, the allegation(s) against the student to a panel or individual, and the student will be given an opportunity to respond. This response may include an explanation for the behaviour and / or demonstrate regret or understanding of the impact of any misconduct. See <a href="#">Appendix 7</a> for hearing procedures.
Misconduct	These regulations divide offences into minor and major misconduct. The Authorised Officer (or nominee) will determine which one is which. Examples of the types of behaviour which would constitute misconduct are listed in <a href="#">Appendix 1</a> .
	Minor – behaviour which is unacceptable and breaks College Regulations, but isn’t judged to be so severe by the appropriate Authorised Officer as to require a review of the student’s registration at the College.
	Major – either minor misconduct which is repeated, despite warning or minor offence procedures, or misconduct judged to be so severe by the Student

	Conduct Officer as to require a review of the student's registration at the College.
Nominee	Where the Authorised Officer named in these Regulations is unavailable and likely to remain so, they may nominate another officer to act in their absence. Alternatively the Principal may nominate another officer.
Panel	A group of senior College staff appointed under <a href="#">Appendix 8</a> .
Required interruption of studies	Require the student to interrupt their studies at the College for a defined period.
RHSU	Royal Holloway Students' Union.
Student Conduct Officer	The designated officer responsible for leading the development of processes, policies and procedures relating to student misconduct. Authorised Officers may refer matters to the Student Conduct Officer for advice or determination.
Suspended Deregistration / Interruption	Specific conditions a student must meet to continue studying at the College. If the conditions are broken the student will be required to interrupt or be deregistered from their studies immediately, subject to any appeal in accordance with paragraphs 38-47.
Deregistration	Require the student to leave the College.

### Scope of these Regulations

4. These Regulations apply to all students registered at Royal Holloway, University of London (the College).
5. These Regulations do not apply to:
  - (a) Offences committed on RHSU premises, although serious offences may be referred to these Regulations at the discretion of RHSU and / or the appropriate Authorised Officer. In such cases the RHSU may impose their own penalties and these may not be amended by College disciplinary processes.
  - (b) Offences included in the Academic Regulations and associated documents.
  - (c) Non-payment of student fees, which are included in the Student Fee Regulations.
6. Academic departments, the computer centre and the libraries may have their own misconduct procedures and regulations, although serious or repeated misconduct will be referred to these Regulations. Matters of misconduct within College Halls of Residence are covered under [Appendix 5](#) and those in the local community in [Appendix 6](#).
7. The College may also take such action under these Regulations against Royal Holloway students who contravene the rules, regulations or equivalent of other Universities and Colleges while on their premises, or who commit an offence that would be a breach of our regulations were it committed on Royal Holloway premises.
8. When misconduct also constitutes a criminal offence, or vice versa, the College will liaise with the Police and / or appropriate authorities and may suspend the individual's enrolment with the College pending the outcome of the Police investigation. The College reserves the right to carry out action without waiting for the conclusion of the Police investigation. See [Appendix 2](#).

### General Principles

9. Any hearing held under the scope of these Regulations is an internal procedure, and is not a legal proceeding. Hearings will be handled in accordance with the Procedures in [Appendix 7](#).
10. When action is taken under these Regulations it will be adequate to establish that on the balance of probability misconduct did occur.
11. College will endeavour to act as swiftly as possible at all times, whilst ensuring that students have time to respond to claims made against them. Where other regulations and/or processes are ongoing which interfere with these Regulations, the College will ensure that the reason for any delays in the process are communicated to the student.
12. Communication with students who are subject to action in accordance with these Regulations will be via College email or as agreed with the student.
13. Students are expected to be aware of these and other College regulations. Claims that students were not aware of College regulations to which they have agreed during the enrolment process will not be considered valid reasons for lenient penalties or appeal.
14. Where appropriate other departments will be informed of action taken under these Regulations. If it is noted that the student has significant difficulties in a number of areas of their College life, they may be addressed together. See the College's Support to Study Policy.
15. A student whose behaviour is in breach of the College regulations may be subject to these Regulations even if it can be shown that the breach is due to reasons of incapacity, such as a serious emotional or psychiatric condition. In such cases the College will be mindful of its duty to make reasonable adjustments in order to mitigate the effects of any impairment as part of the College's Support to Study Policy.

#### **Authorised Officers**

16. The College will annually approve a schedule of delegation nominating Authorised Officers to investigate and apply penalties for minor misconduct within their areas of responsibility (see sections 18-24).
17. The schedule of delegation ([Appendix 9](#)) will nominate a Student Conduct Officer to whom the Authorised Officers may refer any case.

#### **Minor Misconduct**

18. Upon hearing of an allegation of misconduct by a student, the Student Conduct Officer may issue a Campus Exclusion/Restriction Order pending the hearing.
19. Where it is believed minor misconduct has occurred the appropriate Authorised Officer will be informed.
20. The Authorised Officer will carry out a fair and reasonable enquiry. The student(s) will be given the opportunity to hear details of the complaint or allegations made against them and to speak or write in their own defence. Where there are specific Regulations for the misconduct, the Authorised Officer will act within those Regulations, including the award of an appropriate penalty.
21. If the student(s) admits the misconduct, the Authorised Officer may impose the appropriate penalty without conducting an enquiry.

22. The Authorised Officer is free at any point during the enquiry to refer the matter to the Student Conduct Officer who will decide how to proceed within these regulations. The Student Conduct Officer may decide that the misconduct merits greater penalties and refer the matter to the Named Officer (or nominee) who will consider whether it merits a Major Misconduct Hearing (see paragraphs 28-37).
23. In accordance with the procedures outlined in Appendix 7, the Authorised Officer or Student Conduct Officer may conduct a Minor Misconduct Hearing and impose one or more of the following penalties which will be considered to be proportionate and relevant to the misconduct. The student(s)'s previous misconduct records can be considered in this context.
  - (a) A reprimand;
  - (b) A fine not exceeding £1000 or a suspended fine should the student be found in breach of certain conditions;
  - (c) An order to pay compensation for damage to property or equipment;
  - (d) A condition that further attendance at the College or residence in College accommodation depends upon certain conditions or certain restrictions being met by the student;
  - (e) A requirement to leave Halls of Residence or other College managed residence and / or denial of permission to reside in such residence for the remainder of a student's course of study;
  - (f) An alternative reasonable sanction agreeable to both parties.
24. Students will be informed of the outcome in writing. If a written appeal is not received within 15 working days the outcome(s) will be considered to have been accepted and a Completion of Procedures letter issued to the student.

### **Appeal of the Outcome of a Minor Misconduct Hearing**

25. A student who has received one of the above penalties may appeal in writing to have the decision reviewed. The appeal should be submitted to the Legal and Compliance Directorate. The appeal must be received within 15 working days of the date of sending the misconduct outcome in writing.
26. A panel of two, a Senior Vice-Principal (or nominee) and a member drawn from the Student Misconduct Appeals Panel Pool (Appendix 8) will review the papers, but will not interview the student or any other party. The following action may be taken:
  - (a) Uphold the original decision
  - (b) Reduce the penalty
  - (c) Remove the penalty
  - (d) Award an alternative penalty

Note that the panel may not amend penalties put in place by RHSU.

27. Unless informed otherwise the student will be notified of the decision within fifteen working days of the receipt of the letter requesting the right to appeal. The Appeal Panel's decision is final.

### **Major Misconduct**



28. Upon hearing of an allegation of misconduct by a student, the Student Conduct Officer may issue a Campus Exclusion/Restriction Order pending the hearing.
29. If the Student Conduct Officer feels that an offence is of such severity as to merit review of the student's registration at the College they will refer the case to the Named Officer (or nominee).
30. The Named Officer (or nominee) may take the following action:
  - (a) Refer the matter back for local determination and recommend a Minor Misconduct Hearing takes place.
  - (b) Agree with the recommendation and proceed with a Major Misconduct Hearing.
31. If agreement is given to proceed with a Major Misconduct Hearing the student will be notified in writing that a hearing is to take place and that it could result in their deregistration.
32. The hearing will be organised by the Legal and Compliance Directorate and a secretary to the panel will be appointed.
33. A panel, chaired by a Senior Vice-Principal (or their nominee), will be drawn from the Student Misconduct Appeals Panel Pool (Appendix 8) and include a senior academic or non-academic member of College Staff and a nominee of the RHSU. The Panel requires two members to proceed. The hearing will proceed in accordance with [Appendix 7](#).
34. The panel will hear the matter and will take one or more of the following actions:
  - (a) Deregister the student or impose a suspended deregistration; delegating the authority to deregister the student to a specified member of staff should the student break the conditions set by the panel.
  - (b) Require the student to interrupt their studies and leave the College for a fixed period or impose a suspended interruption; delegating the authority to require a student to interrupt should the student break conditions set by the panel.
  - (c) Require the student to interrupt their studies and leave the College until conditions set by the panel are met by the student and evidence is provided to the satisfaction of a nominated member of staff.
  - (d) Impose another lesser penalty as described for use by Authorised Officers in Minor Misconduct Hearings (see paragraphs 18-24).
  - (e) Dismiss the case with no penalty.

Note that the panel may not amend penalties put in place by RHSU.
35. The decision will be communicated to the student in writing, including the reasons for the decision and a reminder of the right of appeal to the Student Misconduct Appeal Committee.
36. The outcomes communicated in writing to the student will take immediate effect notwithstanding any appeal by the student.
37. If a written appeal is not received within 15 working days the outcome(s) will be considered to have been accepted and a Completion of Procedures letter issued to the student.

### **Major Misconduct Appeals Process**

38. To exercise the right to appeal the student will submit their appeal in writing to the Legal and Compliance Directorate within 15 working days of the date of the letter notifying the penalties. The student must clearly explain the reasons for appeal which may only be on one or more of the following grounds:
  - (a) the procedures were not followed properly
  - (b) there is bias or reasonable perception of bias in the procedure
  - (c) the decision maker(s) reached an unreasonable decision
  - (d) the student has new material evidence that they were unable, for valid reasons, to provide earlier in the process
  - (e) the penalty imposed was disproportionate or not permitted under the procedure
39. If a written appeal is received within 15 working days the Named Officer (or nominee) will decide whether the appeal should be allowed under any of the grounds a-e above and if so, will instruct the Secretary of the Student Misconduct Appeal Panel to convene a panel as described in Appendix 8. If an appeal is not allowed a Completion of Procedures Letter will be issued to the student.
40. A panel, chaired by the Named Officer (or nominee), will be drawn from the Student Misconduct Appeals Panel Pool (Appendix 8) and include a senior academic member of College Staff, a non-academic member of College Staff and a nominee of the RHSU. The panel requires three members to proceed.
41. The decision of the Appeal Panel will be communicated to the student in writing.
42. The Secretary to the Student Misconduct Appeal Panel will supply the panel and the student making the appeal with a copy of the following documents at least seven days before the hearing:
  - (a) A copy of all documents available to both sides at the Major Misconduct Hearing.
  - (b) A written record of the proceedings of the Major Misconduct Hearing produced by the secretary to the panel.
  - (c) The written notice of the appeal together with any other fresh supporting documents submitted by or on behalf of the student.
  - (d) Any fresh written response from the College.
43. The student (or their representative) will present their grounds of appeal then the College representative (normally the Chair of the Major Misconduct Hearing panel) will present the College's case. Both the student and the College representative will have an opportunity to ask questions and to provide their closing comments.
44. The decision of the panel will be on a simple majority with a second and casting vote to the Chair in the event of a tie. There will not be any record of, or disclosure of information regarding the way in which any member has voted or on whether the decision was arrived at unanimously or by a majority vote.
45. The panel may take the following action:
  - (a) Uphold the penalty imposed by the Major Misconduct Hearing.
  - (b) Reduce or remove the penalty imposed by the Major Misconduct Hearing.
  - (c) Award an alternative penalty. The panel may need to seek confirmation from relevant staff before an alternative penalty can be confirmed.  
Note that the panel may not amend penalties put in place by RHSU.

46. The decision and the reasons for the decision will be communicated to the student in writing.
47. The decision of the Student Major Misconduct Appeal Panel is the final part of the College procedure

### **Reports**

48. Council will receive an annual report of the decisions of the Major Misconduct Hearings and the Major Misconduct Appeal Hearings

### **Adjudication of College Decisions**

49. When a student has exhausted the College procedures they are entitled to apply to the Office of the Independent Adjudicator for Higher Education to request a review of the College's decision. Students will require a Completion of Procedures letter which can be provided by the Legal and Compliance Directorate on request. Further information on the process involved can be obtained by referring to the Office's website at [www.oiahe.org.uk](http://www.oiahe.org.uk).

### **Records of Misconduct**

50. Records of incidents of minor misconduct will be maintained by the office of the Student Conduct Officer. They may inform other departments or services about incidents and subsequent penalties if they believe it to be appropriate.
51. Records of incidents of major misconduct will be maintained by the Legal and Compliance Directorate. Outcome letters will be circulated to relevant departments, including student administration, to be kept on file.
52. Notes will be taken at Major Misconduct Hearings and Major Misconduct Appeal Hearings and will be retained for College use. The notes will not be verbatim or agreed with the student(s).
53. All records of misconduct will be stored securely and retained in accordance with the College Records Retention Policy.

### **Book of Precedents**

54. The Legal and Compliance Directorate will maintain a book of precedents of outcomes of Major Misconduct Hearings. Entries will be anonymised. The book is non-binding and will be used as a reference resource in decision making when faced with similar facts and cases.

### Associated Policies

Dignity & Respect Policy (Students)  
Student Fees Regulations  
IT Terms of Service  
Library Regulations  
General Regulations  
Support to Study Policy  
Fitness to Reside Policy

## Appendix 1 – Types of Misconduct

The following list is indicative (but not exhaustive) of the type of offences which would constitute misconduct:

- (a) disruption of, or improper interference with, the academic, administrative, sporting, social, or other activities of the College, whether on College property or elsewhere;
- (b) obstruction of, or improper interference with, the functions, duties or activities of any Student, member of staff of the College or any authorised visitor to the College;
- (c) violent, indecent, disorderly, threatening, aggressive or offensive behaviour or language, however expressed, whilst on College property or engaged in any College activity;<sup>1</sup>
- (d) sexual misconduct including sexual violence and coercion, inappropriate or unwanted sexual behaviour;
- (e) behaviour, action or inaction which, even if self-directed, could reasonably be seen to cause distress to other students or members of staff or could reasonably be seen to cause other students or members of staff to fear for their safety or wellbeing;
- (f) behaviour, action or inaction that requires staff repeatedly to act beyond their normal roles and duties or interferes significantly with the normal operation of the College or with members of staff in the normal execution of their duties;
- (g) distributing or publishing a poster, notice, sign, posting or any publication, in any format, either on College premises or networks elsewhere, which is offensive, intimidating, threatening, indecent or illegal, or is likely to make others fearful, anxious or apprehensive or which could reasonably be expected to significantly and unfairly harm the standing or reputation or welfare of any student, member of staff or associate of the College;
- (h) any breach of the provisions of the College Code of Practice on Freedom of Speech;
- (i) fraud, deceit, deception or dishonesty in relation to the College or its staff, or in connection with the holding of any office in the College, in relation to being a student of the College or against any member of College. This includes the submission of false documents in order to gain an academic or non-academic advantage;
- (j) misuse or unauthorised use of College premises or items of property, including computer misuse; damage to, or defacement of, College property or the property of other students or staff, caused intentionally or recklessly, or the misappropriation of any such property;
- (k) any action likely to cause injury or impair safety on College premises or to College members in other locations;
- (l) behaviour or actions which bring the College into disrepute or otherwise prejudice the legitimate academic and business aims of the College;
- (m) conduct which constitutes a criminal offence when that conduct took place on College premises, or in the course of College activities or against any member of the College; conviction of a criminal

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<sup>1</sup> Includes behaviour noted as unacceptable in the Code of Practice on Personal Harassment, or which is unlawfully discriminatory or could be deemed as harassing or bullying particular groups or individuals in the College.

offence, irrespective of where committed, where the consequences of the offence could impact on College staff, students or property;

- (n) failure to properly enrol as required by the appropriate Regulations;
- (o) failure to pay fees or other debts to the College as set out in the Fees Regulations;
- (p) any breach of the Code of Practice on Misconduct in relation to Academic, Research and Scientific Activities;
- (q) failure to comply with a previously imposed penalty under these rules;
- (r) failure to carry and produce college card while on College premises, and to disclose other personal details to an officer or employee of the College in circumstances when it is reasonable to require that such information be given; obstructing or failing to help College officers investigating a breach of College procedures;
- (s) interfering with or intimidating witnesses in misconduct proceedings;
- (t) possessing or using firearms (including imitation<sup>2</sup>), offensive weapon, lasers and similar equipment on College property;
- (u) obstructing or impeding the flow of traffic on College roads;
- (v) conduct in the local community that brings the College into disrepute or leads to statutory action;
- (w) breach of the College Code of Practice on Substance Use & Misuse;
- (x) any other breach of College regulations, including College General Regulations, or Regulations, Codes of Conduct, Instructions and suchlike governing particular activities or defining behaviour in specific parts of College;
- (y) the sharing on public platforms, including but not limited to, video-hosting sites and social media, of recordings of academic lectures and seminars.

Any of the above types of offence could be considered to be minor or major misconduct, depending on the severity, extent and whether the offence is an isolated incident or repeated misconduct. The Student Conduct Officer will decide if an offence would be considered to be major or minor misconduct.

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<sup>2</sup> The use of imitation firearms in theatrical performances or other legitimate College activities is permitted in conjunction with appropriate and documented risk management

## Appendix 2 –Temporary Suspensions, Campus Restrictions & Police Investigations

- (a) On occasions it may be appropriate to temporarily suspend a student's registration or place restrictions on a student's use of College facilities which may last until internal enquiries are concluded. Temporary suspension or restriction may also be applied at the discretion of the Principal, a Deputy or Senior Vice-Principal, or the Student Conduct Officer.
- (b) Where the College considers that a criminal offence may have committed, it may refer the case to the Police. Normally College will wait for the outcome of the Police investigation and consider the Police findings in its own procedures. However, when considered appropriate by the Student Conduct Officer the College may proceed immediately with these Regulations.
- (c) On occasions the Police or other authority may legitimately inform the College that an offence has been committed. The Student Conduct Officer will decide whether to proceed with these Regulations and may convene a risk assessment panel to assess interim restrictions and safeguarding measures required.
- (d) When criminal conduct is alleged and College also proceeds with these Regulations the reporting and responding student(s) will be clearly advised that the College is conducting internal proceedings in relation to the related offences only, and is not seeking to make a decision about whether a criminal offence was committed.
- (e) As a general principle, College is not bound by the outcome of any Police investigation or trial in deciding whether an offence has been committed under these Regulations, and it is possible that a student may be in breach of these Regulations even if there is no criminal conviction. A conviction shall constitute conclusive evidence that the student was guilty of the criminal offence identified.
- (f) Where a student is a victim of crime or a complainant about a crime but is not willing to make a report to the Police, the College will only invoke these Regulations at the discretion of the Student Conduct Officer.
- (g) Where restrictions applied by the Police / courts may prohibit a student's ability to fulfil the attendance and submission requirements of their programme of study, an immediate temporary suspension may be applied. Depending on the length of the suspension and the point in the academic year the student may not be permitted to return to their studies in the current academic year.
- (h) If Police and / or court action occurs in respect of the alleged offence, the temporary suspension or restriction may last until the completion or abandonment of the Police and / or court proceedings. It is the responsibility of the student to keep College aware of the progress and the outcome of the proceedings and to furnish the College with any reports, recommendations and judgements that have been made. The student may remain temporarily suspended or restricted until a misconduct hearing under the College rules has been held.
- (i) If a temporary suspension or Campus Exclusion / Restriction Order lasts over 28 days or is extended beyond 28 days, the student may appeal against the decision. If the decision was taken by the Student Conduct Officer, it will be reviewed at appeal by a Senior Vice-Principal; if taken by a Senior Vice-Principal, the Principal will review it and, if taken by the Principal, the Chair of Council. If a temporary suspension or restriction is renewed or extended, or otherwise continued, so it remains in force for more than a year after an appeal, a further right of appeal will be granted. All decisions of such appeals will be final, although the student may appeal to the Office of the

Independent Adjudicator (see paragraph 49 – Adjudication of College Decisions).

Associated Policies

Disclosing Criminal Convictions Policy

**Appendix 3 – THIS IS INTENTIONALLY LEFT BLANK**



**Appendix 4 – THIS IS INTENTIONALLY LEFT BLANK**

## Appendix 5 – Misconduct in Hall

Misconduct in Hall refers to circumstances where the terms and conditions of accommodation have been broken in an incident occurring in or around a College Hall of Residence. These regulations may also apply to students who are not residents of hall.

- (a) The Authorised Officer for dealing with breaches of regulation in Hall may nominate a Halls Conduct Officer to manage frequent and / or minor cases of misconduct within Halls.
- (b) When the Halls Conduct Officer is aware that the rules of the hall have been broken they may take the following action, regardless of whether the student is a resident in that Hall:
  - (i) reprimand the student;
  - (ii) fine or apply conditional suspended fines to the student up to £100, or in the specific instance of tampering with or misusing fire-safety equipment, the fine may be increased to £500;
  - (iii) require the student to pay compensation for damage to College property.
- (c) In more serious cases of misconduct in the Hall, the issue may be referred immediately to the Authorised Officer for Halls or the Student Conduct Officer to be treated as misconduct in accordance with these Regulations.
- (d) A student disciplined by the Halls Conduct Officer has a right of appeal. An appeal against the sanctions applied above must be submitted on the Misconduct Appeal Form to the Authorised Officer for Halls or the Student Conduct Officer within 15 working days of the imposition of the sanction. College may nominate an alternative officer if appropriate. The appeal may only be on one or more of the following grounds:
  - i) the procedures were not followed properly
  - ii) there is bias or reasonable perception of bias in the procedure
  - iii) the decision maker(s) reached an unreasonable decision
  - iv) the student has new material evidence that they were unable, for valid reasons, to provide earlier in the process
  - v) the penalty imposed was disproportionate or not permitted under the procedure
- (e) The Authorised Officer for Halls or the Student Conduct Officer will decide if an appeal is allowable. The Authorised Officer for Halls or the Student Conduct Officer may initially require the student to meet the Halls Conduct Officer to discuss the issue again in order to see if agreement can be reached.
- (f) An appeal will normally be heard by the Authorised Officer for Halls or the Student Conduct Officer alone. The Halls Conduct Officer, at the discretion of the Authorised Officer for Halls or the Student Conduct Officer, may present fresh evidence and call witnesses to attend the appeal. Such evidence will be made available to the student or his/ her representative at least three days before the appeal.
- (g) The Authorised Officer for Halls or the Student Conduct Officer may take the following action(s):
  - (i) Uphold the original decision

- (ii) Reduce the penalty
- (iii) Remove the penalty
- (iv) Award an alternative penalty

(h) All decisions of the Authorised Officer for Halls or the Student Conduct Officer in relation to such an appeal will be final and the student will be issued with a Completion of Procedures letter. The student may have a right of appeal to the Office of the Independent Adjudicator (see paragraph 49 – Adjudication of College Decisions).

## Appendix 6 – Misconduct in the Local Community

Misconduct in the local community refers to misconduct where College regulations<sup>3</sup> have been broken in an incident occurring off College premises, in accordance with section 1 of these Regulations.

- (a) When misconduct is identified in the community, the Authorised Officer for Misconduct in the Local Community may take the following action(s):
  - (i) reprimand the student
  - (ii) fine the student, whether resident in the local area or not, up to £100
  - (iii) require the student to pay compensation to local residents, assuming the total sums in fine and compensation together does not exceed £100
  - (iv) refer the matter immediately to the Student Conduct Officer to be considered as minor or major misconduct.
- (b) A student disciplined by the Authorised Officer for Misconduct in the Local Community has the right of appeal. An appeal against the sanctions applied above must be submitted in writing to the Student Conduct Officer within 15 working days of the imposition of the sanction. College may nominate an alternative officer if appropriate. The appeal may only be on one or more of the following grounds:
  - (i) the procedures were not followed properly
  - (ii) there is bias or reasonable perception of bias in the procedure
  - (iii) the decision maker(s) reached an unreasonable decision
  - (iv) the student has new material evidence that they were unable, for valid reasons, to provide earlier in the process
  - (v) the penalty imposed was disproportionate or not permitted under the procedure
- (c) The Student Conduct Officer will decide if an appeal is allowable. The Student Conduct Officer may initially require the student to meet the Authorised Officer for Misconduct in the Local Community to discuss the issue again in order to see if agreement can be reached.
- (d) An appeal will normally be heard by the Student Conduct Officer alone. The Authorised Officer for Misconduct in the Local Community may, at the discretion of the Student Conduct Officer present fresh evidence and call witnesses to attend the appeal. Such evidence will be made available to the student or their representative at least three days before the appeal.
- (e) The Student Conduct Officer may take the following action(s):
  - (i) Uphold the original decision
  - (ii) Reduce the penalty
  - (iii) Remove the penalty
  - (iv) Award an alternative penalty
- (f) All decisions of the Student Conduct Officer in relation to such an appeal will be final and the student will be issued with a Completion of Procedures letter. The student may have a right of appeal to the Office of the Independent Adjudicator (see paragraph 49 – Adjudication of College

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<sup>3</sup> Particularly, but not limited to, General Regulation 1.2 (Student Responsibility off campus) and Student Conduct Regulations Appendix 1 (l) (bring College into disrepute).

Decisions).

## **Appendix 7 – Hearing / Meeting Procedure**

- (a) Students who are required to attend a hearing will be notified in writing. Where possible a date will be agreed with the student.

### Minor misconduct

- (b) For minor misconduct hearings or meetings at least three days written notice will be given in term-time, or one week outside term dates. The notice will include a brief description of the misconduct.
- (c) If a student fails to attend a hearing or meeting with no notice, the Authorised Officer may apply a sanction, which will be notified to the student in writing. Where the student is reasonably unable to attend, the hearing or meeting may be adjourned and another date set. If the Authorised Officer considers that the student is being deliberately uncooperative about their attendance, a date will be set and in the absence of the student the Authorised Officer may proceed with the hearing or meeting and apply a sanction, which will be notified to the student in writing.
- (d) Students are expected to represent themselves at hearings. Another member of the College or Students' Union may accompany the student. The accompanying member should not be significantly involved in the case or subject to misconduct proceedings.
- (e) If the matter involves other students or staff who are required to be at the hearing or meeting, they may be accompanied by another member of the College or Students' Union. The accompanying friend should not be subject to misconduct proceedings.
- (f) The Authorised Officer may ask a friend to leave a meeting or hearing if they feel that they are not suitable or are preventing a fair hearing of the case.

### Minor Misconduct Appeal

- (g) A student's appeal of the outcome of a minor misconduct hearing will be conducted as described in paragraphs 25-27.

### Major misconduct

- (h) Students who are subject to a Major Misconduct Hearing are expected to represent themselves, although they may be accompanied by someone who is not involved in the case or subject to College misconduct proceedings. In hearings before a panel of the Student Misconduct Committee (Appeals) students may choose to be accompanied or represented by non-College members. The student or their friend will notify the Legal & Compliance directorate when outside representation is to be used, giving the name and contact details of the friend at least one week in advance for College to engage and brief similar representation if they so wish. This is an internal process and it is unusual for students to appoint a legal professional to represent them. Previous cases have shown that there is no advantage gained when legal representation has been sought.
- (i) Reasonable steps will be taken to hold the hearing on a date which the student or their friend is able to attend. Exceptionally, if this proves impossible, or if the Chair considers that the student is being deliberately uncooperative about their attendance, a date may be decided and if the student does not appear, the hearing may proceed in their absence.
- (j) Where a student is not able to attend a hearing at the College, particularly international students,

they should notify the Secretary and alternative arrangements may be made. These arrangements may include attendance via telephone or video conference. It is not allowable for the friend to dial into a meeting if the student is attending in person.

- (k) The student will be given written notice of the date of the hearing at least one week in advance.
- (l) Where a student fails to appear for a meeting or hearing, notified as above, the hearing may proceed as planned. Where the student is reasonably unable to attend, the meeting or hearing may be adjourned and another date set.
- (m) The student, their friend (if the student chooses to be represented or accompanied before a panel of the Student Committee (Appeals)) and the College representative(s) will be entitled to be present throughout the whole of the proceedings except where the panel wishes to retire for private discussions. In every case the student will be given a proper opportunity to be heard fully in their own defence.
- (n) The Chair may ask a friend to leave a meeting or hearing if they feel that they are not suitable or are harming the case. The presence of any other individuals is at the discretion of the Chair, who may ask them to withdraw at any time.
- (o) The panel is not required to conduct an independent investigation into the complaints presented but will exercise care to ensure that the facts upon which its decision is based are accurate.
- (p) The student, panel or College may request an adjournment if more time is reasonably required.
- (q) At their discretion and on such terms as they think fit, those chairing hearings will allow either side reasonable time for private consultation or reflection during hearings if they so request.
- (r) If a student exercises their right to appeal the decision of a major misconduct hearing the College representative may, at the discretion of the Chair present fresh evidence and call witnesses to attend the meeting. Such evidence, or a summary of it, will be forwarded to the Secretary of the Committee not less than seven days before the hearing of the Committee and will be made available to the student or their representative within the same period.

## Appendix 8 – Student Misconduct Panel Pool

### Membership

<i>Chair</i>	<ul style="list-style-type: none"><li>• Major Misconduct Panel: A Senior Vice-Principal (or nominee)</li><li>• Major Misconduct Appeal: Named officer (or nominee)</li></ul>
<i>Other members</i>	<p>Six members of the academic teaching staff, from across the academic disciplines, appointed by the Academic Board for a period three years*</p> <p>Six members of the non-academic staff appointed by the College Executive for a period of three years*</p> <p>A nominee of the RHSU</p>
<i>Secretary</i>	General Counsel, or nominee

\*Whilst every effort should be made to select appointed staff to form the Panels, where insufficient members in any category are available, similarly qualified members of the College may be asked to sit on the panel at the approval of the Chair of the panel.

The Student Misconduct Panel is selected from the groups of staff appointed by the Academic Board and the College Executive as listed above.

### Minor Misconduct Appeal

A member will be drawn from the pool of College staff to review the case with the Chair.

### Major Misconduct Panel

The panel shall comprise of the individuals listed below:

- A Senior Vice-Principal (or nominee) as Chair of the panel.
- One academic teaching staff member or non-academic member of staff drawn from the pool who shall not be from the student's department or have had any teaching or significant social contact with the student.
- One student member nominated by the RHSU who shall not be from the student's department or have had any significant social contact with the student.
- The quorum shall be two, one of whom must be a Senior Vice-Principal (or nominee) as Chair of the panel.

### Major Misconduct Appeal Panel

The panel shall comprise of the individuals listed below:

- The Named Officer (or nominee) as Chair of the panel.
- One academic teaching staff member drawn from the pool who shall not be from the student's department or have had any teaching or significant social contact with the student.
- One non-academic member of staff drawn from the pool who shall not be from the student's department or have had any teaching or significant social contact with the student.
- One student member nominated by the RHSU who shall not be from the student's department or have had any significant social contact with the student.



- The quorum shall be three, one of whom must be the Named Officer (or nominee) as Chair of the panel.

Panel members for a major misconduct hearing may not be a member of a panel hearing the appeal of the decision of the same case.

The Student Misconduct Panels will conduct all hearings in accordance with the Student Conduct Regulations applicable to the year in which the alleged breach of conduct took place.

## Appendix 9 Proposed Delegation as defined by the Student Conduct Regulations

**Named Officer.** An academic member of the College's Executive team approved annually by the Planning & Resources Committee. The Named Officer has responsibility for authorising misconduct hearings for cases referred to them by the Student Conduct Officer. The Named Officer also has responsibility for authorising a student appeal of the outcome of a major misconduct hearing, and will act as the Chair of the Appeal Panel or nominate another member of the College Executive team to act in their place.

**Student Conduct Officer.** The College authorises the following individual (or their nominee) as the Student Conduct Officer to lead on matters of student misconduct as defined by the Student Conduct Regulations:

Head of Student Advisory & Wellbeing

The following staff are authorised by the College to investigate and apply penalties for Minor Misconduct in accordance with the Student Conduct Regulations:

Misconduct...	Authorised Officer (or their nominee)
Related to the use of cars and parking	Head of Security
Related to behaviour in academic departments and associated buildings	Head of Academic Department / School
Related to the use of libraries	Director of Library Services
Related to the use of computing facilities	Director of IT
Related to behaviour in Halls of Residence	Head of Residences & Halls Conduct Officer (As defined in Appendix 5 of the Student Conduct Regulations)
Related to behaviour in the local community	Senior Wellbeing Manager (Support & Guidance)
(All other misconduct)	Head of Student Advisory & Wellbeing

At any point the Authorised Officers may refer the case to the Head of Student Advisory & Wellbeing.

## **Coronavirus Code of Conduct & Community Responsibility Agreement**

1. As the College adapts to the current global coronavirus pandemic and the subsequent period of recovery we maintain our commitment to the health, safety and wellbeing of our students, staff, and visitors to campus. This is central to all decision making about revised operations and campus life during the pandemic. The Coronavirus Code of Conduct & Community Responsibility Agreement confirms the anticipated conduct of our community and the internal processes that will be followed if there is a suspected breach of our policies, procedures and terms and conditions.
2. The Code of Conduct should be read in conjunction with the current Student Conduct Regulations; Student General Regulations; Accommodation Terms and Conditions; Academic Regulations; Student Charter and Students' Union Constitution and Byelaws. Guidance provided in the [Halls Life guide](#) and the [Be a Good Neighbour guide](#) are also relevant in this context.
3. The principles of this guidance have been adapted and expanded from [Universities UK guidance](#) (June 2020) and are:
  - 3.1 *That the health, safety and wellbeing of students, staff, visitors and the wider community will be the priority of the College in relation to decision-making for Covid-19 matters;*
  - 3.2 *That appropriate and proportionate changes to College and SU operations will be made in accordance with public health advice;*
  - 3.3 *That there will be flexibility in the delivery of services to enable a high-quality experience and to support students to achieve their learning outcomes in a safe manner;*
  - 3.4 *Focussing on the wellbeing and mental health needs of students ensuring proactive and preventative measures are considered to maintain safety and wellbeing;*
  - 3.5 *That we will seek to minimise risk and instil confidence about a Covid-secure environment.*
4. The College will minimise risk to students, staff and visitors and to provide support and guidance to allow us all to make responsible choices. All members of our community have an individual and community responsibility to minimise the risk to themselves and others.
5. There is an expectation for all members of our community to understand, respect and follow government and local health, safety and wellbeing requirements. These requirements will be responsive to changing public health needs, be adaptive to local or national lockdown requirements, and will support existing health and safety legislation and needs. Areas of required compliance will be related to the latest guidance on:
  - (i) Social distancing;
  - (ii) Social gatherings (including halls and private sector accommodation)
  - (iii) Directional routes within buildings;
  - (iv) Maximum room capacities;
  - (v) Hygiene particularly in public or communal areas;
  - (vi) Quarantine, self-isolation, and track and trace where medically required;

*These requirements are not an exhaustive list and as guidance is updated through the pandemic period further areas may be added.*

6. All members of our College community should be aware of their own behaviour and conduct and to recognise when this could have adverse consequences for ourselves, others in our community and external public services such as the NHS and Police. This will include educational and social conduct in person and online; and behavioural conduct on and off campus including in halls and private sector housing where covered by our regulations.
7. Reports of inappropriate behaviour or conduct will be taken seriously by the College and SU. Our emphasis will be to educate and raise community awareness. Where conduct is suspected to be a breach of our regulations or codes of conduct our existing processes will be used to manage the health, safety and wellbeing of others and the campus.

Area of conduct	Responsible officer(s) / Process
Conduct on campus	Student Conduct Officer <i>(Head of Student Advisory &amp; Wellbeing)</i>
Conduct in halls of residence	Head of Residential Services or Hall Life Manager
Conduct in the local community	Head of Student Wellbeing
Conduct within SU Events & Facilities	SU Venues Code of Conduct SU Venues Disciplinary Panel
Students' Union membership	Byelaw J – Members Disciplinary Procedure
Conduct in academic departments & buildings	Head of Academic Department
All other conduct	Student Conduct Officer <i>(Head of Student Advisory &amp; Wellbeing)</i>

8. Where there is a breach of Coronavirus requirements or national legislation (for example the Rule of Six) on or off campus the College will impose a financial penalty on students as below. These financial penalties will be in addition to any other sanctions that might be imposed as a result of the behaviour or conduct also being in breach of our other regulations or codes of conduct

First offence	£50
Second offence	£100
Third offence	£200

9. The aims of the underpinning code of conduct principles will still apply if all government and public health restrictions are amended or removed in a more controlled health environment.

#### Further information and guidance

If anyone considers that this Code of Conduct has not been followed or for further information on the interpretation and application of the policy please contact the code of conduct owner.

Policy Owner	<a href="#">Head of Student Advisory &amp; Wellbeing</a>
Approving Body	Executive Board
Version number	2
Related policies, procedures and guidelines	(i) Student Conduct Regulations (ii) Student General Regulations (iii) Accommodation Terms and Conditions

	<ul style="list-style-type: none"> <li>(iv) Academic Regulations</li> <li>(v) The Student Charter</li> <li>(vi) Students' Union and Constitution and Byelaws</li> <li>(vii) Halls Life Guide</li> <li>(viii) Be a Good Neighbour Guide</li> </ul>
Reviewed by	<p>Student Advisory &amp; Wellbeing, Student &amp; Academic Services</p> <p>Student Engagement &amp; Sport, Student &amp; Academic Services</p> <p>Residential Services, Commercial Services</p> <p>Royal Holloway Students' Union</p> <p>Compliance, Legal &amp; Compliance</p> <p>Health &amp; Safety, Legal &amp; Compliance</p>
Approved	<p>August 2020</p> <p>Update on Fines and Penalties approved: September 2020</p>
Latest review	July 2021
Next review	July 2022



# Alcohol, Drugs & Substance Use & Misuse Policy

## **1. INTRODUCTION & POLICY STATEMENT**

- 1.1 Royal Holloway University of London (the College) has a responsibility, and recognises and is committed, to the importance of providing a safe and healthy environment for its students, staff and visitors.
- 1.2 The College does not condone the misuse of alcohol, or the use and abuse of drugs and psychoactive substances, or possession or selling of illegal substances on any of its campuses and premises, including individual student rooms in our halls of residence.
- 1.3 The College recognises that substances may play a part in the lives of some members of our community but we are committed to ensuring that the use or misuse of substances does not have a negative impact on the living, studying, working and social conditions of our campuses and community. The College recognises that the use and misuse of alcohol, drugs and other substances (such as psychoactive substances) by students is likely to have negative and damaging consequences including the risks of:
  - Damaging the mental and physical health and wellbeing of the user;
  - Undermining the user's ability to study and perform academically;
  - Involving both the user and others in situations where their safety and wellbeing may be compromised;
  - Increasing the likelihood of crime and anti-social behaviour on campus and in the local area and of College students and others being the victims of crime and anti-social behaviour
  - Jeopardising the College and Students' Union's licenses to service alcohol and provide on-campus entertainment and social opportunities
  - Adversely affecting the College's reputation locally and nationally.
  - Serious consequences for future career opportunities or travel plans.

## **2. SCOPE AND PURPOSE OF THE POLICY**

- 2.1 The foundation of the policy is one of support, advice and education, focussing on enabling students to make responsible, healthy and legal choices and to set a framework of acceptable and responsible conduct and the actions which may be taken in the event of a breach of this Policy. The College also understands our need to ensure compliance with legislation relation to alcohol, drug and other substance use.
- 2.2 The purpose of the policy is to:
  - Educate and raise awareness of alcohol, drug and substance issues and act as the framework to providing a safe and healthy campus community in accordance with the relevant legislation.
  - Encourage students to seek support and advice where they are worried their health, wellbeing and academic engagement may be adversely affected by substance use or misuse.
  - Provide an understanding of the possible actions taken by the College following reports of student involvement in the use, possession or selling of illegal substances or of dangerous misuse of alcohol.
- 2.3 The policy applies to all students of the College. All students are expected to abide by this policy and to ensure guests they bring onto campus also understand and abide by the expectations.
- 2.4 The policy covers conduct in all aspects of student life including participation in College related activities off site, such as field trips, placements or years abroad. Likewise, conduct in the local community that brings the College into disrepute by statutory action may also result in College action under this policy and the Student Conduct Regulations.

### **3. LEGISLATION AND LEGAL BACKGROUND**

3.1 The Policy is necessary to ensure the College's compliance with legislation including:

**The Misuse of Drugs Act 1971 (& amendments in subsequent legislation)** It is a criminal offence to produce, supply, possess, or import a controlled drug, as defined under the Misuse of Drugs Act 1971. It is also stated in the Misuse of Drugs Act 1971 that it is an offence for the occupier, or someone concerned with the management of any premises knowingly to permit or suffer on those premises the smoking of cannabis; or the production, attempted production, supply, attempted supply, or offering of supply of any controlled drug.

**The Psychoactive Substances Act 2016** The following criminal offences were created by this Act: producing a psychoactive substance (section 4); supplying or offering to supply a psychoactive substance (section 5); possession of a psychoactive substance with intent to supply it (section 7); importing or exporting a psychoactive substance (section 8). The College does not condone the use of any psychoactive substance; anyone found in possession of any psychoactive substance may be subject to student conduct actions and support sought from Police.

**The Road Traffic Act 1988** This states a person is guilty of an offence if driving or attempting to drive a motor vehicle in a public place while unfit through alcohol or drugs

**The Drug Driving (Specified Limits) (England & Wales) Regulations 2014** This states it is illegal to drive if either a person is unfit to do so because of legal or illegal drugs; or if there are certain levels of certain drugs in their blood.

**The Health and Safety at Work Act 1974** The Act requires the College to undertake what is reasonable to protect the health and safety of students, staff and visitors. Substance use and misuse can negatively impact on the health and safety of an individual and others in our community for example other students in communal or shared accommodation and faculties or staff having to respond to incidents who may have to handle illegal substances or related paraphernalia.

**The Licensing Act 2003** The Act aims to reduce both alcohol misuse and crime and disorder.

3.2 The College recognises activities to do with the misuse of drugs are frequently illegal and that the College may itself be in breach of the law if it permits use or misuse of drugs to take place upon its premises. The College notes that activities connected with the misuse of alcohol and other substance abuse can also have legal consequences and sanctions. (See Appendix 2)

3.3 The College has a duty to uphold the law and this may require the College to report students, suspicious activity, or circumstances where there may be a danger or risk to students or staff to the Police. The College will also take action, including making reports to the Police and disciplinary action where appropriate, to address the use of illegal drugs by its students when involved in College-linked activities off College premises or when such behaviour may bring the College's name into disrepute.

### **4. ROLES AND RESPONSIBILITIES**

4.1 The Head of Student Advisory & Wellbeing and Head of Security are responsible for ensuring this policy is implemented and monitored with input from the Head of Residences.

4.2 All members of the student community are expected to be aware of and understand the expectations of this policy. Students should engage with information and education about alcohol, drugs and substances to enable healthy, responsible and safe choices to be made for themselves and other students. Students should also commit to taking personal responsibility for their own actions and conduct if choosing to consume alcohol or use drugs / substances.

4.3 We ask that all members of the College community remain alert to the behaviour and presentation of students, and to the signs of possible misuse of substances, and commit to doing what they can to ensure the health and wellbeing, safety and support of students.



## **5. PREVENTION AND EDUCATION**

5.1 The College will work to provide educative resources and campaigns to increase understanding and awareness of the issues related to alcohol, drug and substance use and misuse. This will include:

- Running wellbeing events or campaigns throughout the year and to promote national campaigns where appropriate.
- Provision of staff training where needed to enable them to be aware of signs of misuse of substances, and to raise awareness of support and signposting.
- Display printed or electronic material aimed at raising student awareness and encouraging healthy and responsible choices.
- Access to internal support services and signposting or referrals to external specialist support services (see section 6).
- Working with external support services, charities and organisations to provide educative content and awareness campaigns.

## **6. SUPPORT FOR STUDENTS**

6.1 The College recognises that most students will not be affected by drugs, alcohol or substance misuse and where a student discloses they have an unhealthy relationship or addiction to substances, where they have been approached to purchase or use substances against, or where they wish to share concerns or information about misuse their case will be treated with discretion and treated with empathy.

6.2 All students named in security and Police reports received that relate to use or misuse of drugs, alcohol or substance will be contacted by a Wellbeing Adviser for follow up support and guidance.

6.3 Students are encouraged to seek support and advice for any matters of concern about their use of or dependency on alcohol, drugs or substances. Within the College students may talk to a Wellbeing Adviser, Counsellor, Mental Health Practitioner, Personal Tutor, or GP Surgery. The Wellbeing department will also be able to provide guidance, signposting and referral to external specialist services. (See also Appendix 1).

6.4 If a student has concerns that another student seems to be experiencing difficulties in their use of alcohol, drugs or substances they should encourage them to seek support and advice from one of the services listed above.

6.5 If it is believed that a student is at immediate or imminent risk, or that they may pose a risk to themselves or others this should be reported as a cause for concern. In an emergency this can be reported to the Campus Security team and all other concerns should be reported to the Wellbeing department for assessment of risk and for prompt support or intervention.

## **7. STUDENT CONDUCT**

### **7.1 Conduct Procedures**

Each case will be assessed individually, however, any student found in possession of, using, or dealing /supplying drugs or psychoactive substances will be subject to our conduct and disciplinary processes. Repeat offences will lead to an immediate escalation in the conduct processes.

If the conduct is to be formally heard the processes of the Student Conduct Regulations will be followed by the Student Conduct Officer (or nominated delegate). Under the formal process a student may face sanctions which may include a formal reprimand, campus restrictions, a financial penalty or in serious cases of misconduct consideration of a suspension of studies or the ending of their studies for misconduct. The burden of proof in formal misconduct cases will be on the balance of probability and not beyond reasonable doubt as required in criminal cases.

College recognises that illegal drug, alcohol and substance misuse is a complex area; that there can be welfare and educational issues underlying drug, alcohol and substance use and that the classifications of substances are subject to revision. The College will take this into account when deciding on conduct and will vary its actions in response to the severity and context of the offence. Outcomes may include mandatory engagement with support, financial penalties, a notice to leave College accommodation, suspension or deregistration from the College

Where an alleged incident is being investigated by the Police the College may wait for the outcome of the Police investigation and consider the findings in its own procedures. However the Student Conduct Officer may proceed immediately with internal procedures if appropriate. Further guidance on this can be found in the *Student Conduct Regulations (Appendix 2 – Temporary Suspensions, Campus Restrictions and Police Investigations)*. If the Police decide not to investigate, or the courts do not find the responding student(s) guilty the College may still proceed with a misconduct process under the Student Conduct Regulations as determining matters under these are subject to judgments on the balance of probability and not beyond reasonable doubt.

Formal hearings remain as private as possible but discretion and confidentiality may be expended to other witnesses and / or your academic department if required. A student who is formally sanctioned can have the outcome noted on their student record if appropriate or sanctions may be shared if certain restrictions are put in place.

#### **7.2 Dealing in or supplying illegal drugs to others**

Dealing, selling or supplying illegal substances or psychoactive substances is a criminal offence and is also regarded as Major Misconduct under our Student Conduct Regulations under which appropriate action shall be taken in addition to any penalty or sanction imposed under criminal law. This may include de-registration from their academic studies or an enforced interruption of their studies.

All members of the College community are expected to report evidence of suspected dealing promptly to Security or the Student Conduct Officer. A student suspected to dealing or supplying illegal substances will be reported to Police. The Student Conduct Officer may temporarily suspend or restrict the activities of a student suspected of this offence.

#### **7.3 Possession or use of illegal drugs - including paraphernalia – and psychoactive substances**

Possession or use of illegal substances is a criminal offence and will be dealt with as either Minor or Major Misconduct under our Student Conduct Regulations following an assessment of the circumstances of the alleged offence. This includes the possession of paraphernalia which is not permitted on campus even in an unused condition. Sanctions may include a requirement to engage with education and support, a financial penalty and restrictions to their access to and use of campus. Our Halls of Residence accommodation contracts prohibit the use and misuse of controlled substances on campus and students who fail to comply with these terms may serve with a Notice to Quit or a suspended Notice to Quit. All students will be encouraged to seek support through the Wellbeing department.

In the interests of student wellbeing and safety the College reserves the right to ban all psychoactive substances from campus and to treat possession of these substances as a misconduct offence. The College will treat possession or supply of Nitrous Oxide, Synthetic Cannaboids, other synthetic derivatives or similar substances in the same way as the possession of illegal substances.

#### **7.4 Violent, threatening or dangerous behaviour or conduct**

The College does not tolerate any drug, alcohol or substance related conduct that endangers the health, wellbeing and safety or other students, staff, visitors or College property. All incidents of violent, threatening or dangerous behaviour will generally be regarded as Major Misconduct under our Student Conduct Regulations. Being under the influence of drugs, alcohol or substances is no defence against a breach of our regulations.

#### **7.5 Driving under the influence of drink or drugs.**

Driving under the influence or drink or drugs is a criminal offence and is also regarded as Major Misconduct under our Student Conduct Regulations under which appropriate action shall in taken in additional to any penalty or sanction imposed under criminal law. This may include de-registration from their academic studies or an enforced interruption of their studies.

#### **7.6 Conduct of non-students**

Any individual who is not a member of the College community who is found on our premises or campus, possessing or suspected of being involved with controlled substances will be removed from the campus immediately by Security. Where appropriate the Police will also be informed and the individual will be subject to a campus exclusion and restriction order. The member of the College community who invited this individual onto campus will be subject to a student conduct investigation for enabling or allowing the incident to take place.

#### **7.7 Encouragement of individuals to misuse or overindulge in alcohol**

The College prohibits the encouragement, overt or covert, of individuals to misuse or over-indulge in alcohol (for example through initiations or 'pub crawls') and confirms its resolve to take appropriate actions, including disciplinary actions where appropriate, when alcohol is misused on College premises or by students when involved in College-linked activities off College premises. Action may also be taken against those who encourage or pressurise others to misuse alcohol.

#### **7.8 Substance use or misuse to gain advantage to take advantage or another student**

The College notes that students can on occasions tempted to misuse substances for a variety of reasons, including the gaining of unfair academic and sporting advantage, to harass others and to gain sexual, personal, or other advantage. College confirms its resolve to take action, including disciplinary actions where appropriate, when substances are misused in such a way on College premises or by students when involved in College-linked activities off College premises.

#### **7.9 Appropriate use of campus space**

It will be considered an offence for students to allow a room, flat, communal area or other space on campus to be used by people using illegal drugs or psychoactive substances or dangerously misusing alcohol.

As part of the policy of promoting responsible alcohol use, College requests that students do not consume alcohol outside of the appropriately allocated areas. Appropriate areas include licensed bar areas and surrounding seating, dining halls and other area where alcohol is supplied for sale and consumption, students' private residential accommodation and other areas that might be from time to time set aside for such consumption. Students should not take open containers of alcohol from permitted areas out onto campus. College reserves the right to ask students consuming alcohol in inappropriate areas to desist, particularly where this consumption might give rise to nuisance or disturbance and in addition if necessary to take possession or otherwise dispose of this alcohol.

### **FURTHER INFORMATION AND GUIDANCE**

If anyone considers that this Policy has not been followed or for further information on the interpretation and application of the policy please contact the policy owner.

Policy Owner	Head of Student Advisory & Wellbeing
Approving Body	Executive Board
Version number	1
Related policies, procedures and guidelines	(i) Student Conduct Regulations (ii) Student General Regulations
Reviewed by	Student Advisory & Wellbeing, Academic Services Security, Estates Directorate

Royal Holloway University of London  
**Alcohol, Drugs & Substance Use and Misuse Policy**

Approved on	July 2021
Review deadline	July 2023

## APPENDIX 1

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### SUPPORT AND SOURCES FOR FURTHER INFORMATION AND ADVICE

#### Emergency and out of hours sources of support

<https://intranet.royalholloway.ac.uk/students/help-support/get-help-with-an-emergency/get-help-with-an-emergency-or-contact-security.aspx>

#### Internal

Wellbeing: Counselling	<a href="mailto:counselling@royalholloway.ac.uk">counselling@royalholloway.ac.uk</a>
Wellbeing: Disability	<a href="mailto:disability-dyslexia@royalholloway.ac.uk">disability-dyslexia@royalholloway.ac.uk</a>
Wellbeing: International Support	<a href="mailto:internationaladvice@royalholloway.ac.uk">internationaladvice@royalholloway.ac.uk</a>
Wellbeing: Mental Health	<a href="mailto:mentalhealth@royalholloway.ac.uk">mentalhealth@royalholloway.ac.uk</a>
Wellbeing: Multifaith Chaplaincy	<a href="mailto:chaplaincy@royalholloway.ac.uk">chaplaincy@royalholloway.ac.uk</a>
Wellbeing: Support & Guidance	<a href="mailto:wellbeing@royalholloway.ac.uk">wellbeing@royalholloway.ac.uk</a>
Students' Union Advice Centre	<a href="mailto:advice@su.rhul.ac.uk">advice@su.rhul.ac.uk</a>
Security	<a href="mailto:securityrhul@royalholloway.ac.uk">securityrhul@royalholloway.ac.uk</a>
Academic Personal Tutor	See School Helpdesk for more information
Surrey Police	<a href="http://www.surrey.police.uk/">www.surrey.police.uk/</a> or 101 (non-emergency) Call 999 in an emergency

#### External

i-access drug & alcohol service	<a href="https://www.surreydrugandalcohol.com/">https://www.surreydrugandalcohol.com/</a>
Catalyst Surrey	<a href="https://www.catalystsupport.org.uk/">https://www.catalystsupport.org.uk/</a>
Talk to Frank	<a href="https://www.talktofrank.com/">https://www.talktofrank.com/</a>
Drug Wise	<a href="https://www.drugwise.org.uk/">https://www.drugwise.org.uk/</a>
Drink Aware	<a href="https://www.drinkaware.co.uk/">https://www.drinkaware.co.uk/</a>
Alcohol Change UK	<a href="https://alcoholchange.org.uk/about-us">https://alcoholchange.org.uk/about-us</a>

**APPENDIX 2**

**DRUGS PENALTIES**

Via [www.gov.uk/penalties-drug-possession-dealing](http://www.gov.uk/penalties-drug-possession-dealing) (July 2021)

You can get a fine or prison sentence if you:

- take drugs
- carry drugs
- make drugs
- sell, deal or share drugs (also called 'supplying' them)

The penalties depend on the type of drug or substance, the amount you have, and whether you're also dealing or producing it.

**Types of drugs**

The maximum penalties for drug possession, supply (selling, dealing or sharing) and production depend on what type or 'class' the drug is.

	<b>Drug</b>	<b>Possession</b>	<b>Supply and production</b>
<b>Class A</b>	Crack cocaine, cocaine, ecstasy (MDMA), heroin, LSD, magic mushrooms, methadone, methamphetamine (crystal meth)	Up to 7 years in prison, an unlimited fine or both	Up to life in prison, an unlimited fine or both
<b>Class B</b>	Amphetamines, barbiturates, cannabis, codeine, ketamine, methylphenidate (Ritalin), synthetic cannabinoids, synthetic cathinones (for example mephedrone, methoxetamine)	Up to 5 years in prison, an unlimited fine or both	Up to 14 years in prison, an unlimited fine or both
<b>Class C</b>	Anabolic steroids, benzodiazepines (diazepam), gamma hydroxybutyrate (GHB), gamma-butyrolactone (GBL), piperazines (BZP), khat	Up to 2 years in prison, an unlimited fine or both (except anabolic steroids - it's not an offence to possess them for personal use)	Up to 14 years in prison, an unlimited fine or both
<b>Temporary class drugs*</b>	Some methylphenidate substances (ethylphenidate, 3,4-dichloromethylphenidate (HDMP-28), methylnaphthidate (IPP or IPPD), 4-methylmethylphenidate,	None, but police can take away a suspected temporary class drug	Up to 14 years in prison, an unlimited fine or both

Drug	Possession	Supply and production
ethylnaphthidate, propylphenidate) and their simple derivatives		

\*The government can ban new drugs for 1 year under a ‘temporary banning order’ while they decide how the drugs should be classified.

### Psychoactive substances penalties

Psychoactive substances include things like nitrous oxide (‘laughing gas’).

You can get a fine or prison sentence if you:

- carry a psychoactive substance and you intend to supply it
- make a psychoactive substance
- sell, deal or share a psychoactive substance (also called supplying them)

Psychoactive substances	Possession	Supply and production
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Things that cause hallucinations, drowsiness or changes in alertness, perception of time and space, mood or empathy with others	None, unless you’re in prison	Up to 7 years in prison, an unlimited fine or both
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Food, alcohol, nicotine, caffeine, medicine and the types of drugs listed above do not count as psychoactive substances.

### Possessing drugs

You may be charged with possessing an illegal substance if you’re caught with drugs, whether they’re yours or not. If you’re under 18, the police are allowed to tell your parent, guardian or carer that you’ve been caught with drugs. Your penalty will depend on:

- the class and quantity of drug
- where you and the drugs were found
- your personal history (previous crimes, including any previous drug offences)
- other aggravating or mitigating factors

**Cannabis:** Police can issue a warning or an on-the-spot fine of £90 if you’re found with cannabis.

**Khat:** Police can issue a warning or an on-the-spot fine of £60 on the first 2 times that you’re found with khat. If you’re found with khat more than twice, you could get a maximum penalty of up to 2 years in prison, an unlimited fine, or both.

**Dealing or supplying drugs:** The penalty is likely to be more severe if you are found to be supplying drugs (dealing, selling or sharing). The police will probably charge you if they suspect you of supplying drugs. The amount of drugs found and whether you have a criminal record will affect your penalty.



# Dignity and Respect Policy (Students)

Approved by: Executive Board  
Date: August 2020; effective from 17 August 2020  
Review by: July 2022



## **1. INTRODUCTION & POLICY STATEMENT**

- 1.1 Royal Holloway, University of London (the College) is committed to equality, inclusivity and diversity within a supportive community which celebrates differences, challenges prejudice and upholds fairness. We commit to safeguarding the dignity of all students, staff, and visitors to our university community and to nurturing an environment of mutual respect.
- 1.2 The College believes that every student has the right to study, be taught, live and socialise in a supportive environment, free from discrimination, harassment, and bullying. To enable this the College has adopted a zero-tolerance approach towards conduct, behaviour or actions which undermine a person's dignity and worth. The College regards incidents of discrimination, harassment and bullying as a serious matter and will respond sensitively and promptly, undertake appropriate and proportionate follow up, including misconduct action where required. We also commit to providing support to all parties involved.
- 1.3 Dignity and respect is undermined by discrimination, harassment, and bullying and the College understands the significant effects these behaviours can have on the health and wellbeing of our students. The impact can lead to poor mental or physical health, non-engagement with studies, academic under-performance, and loss of confidence and feelings of self-worth.
- 1.4 All members of the College are responsible for helping to create a community that is free from discrimination, harassment, and bullying; for taking an active bystander approach; and by supporting individuals making a legitimate complaint. *Being an active bystander means being aware of when someone's behaviour is inappropriate or threatening and choosing to safely challenge it.* Discrimination, harassment and bullying may occur in any interaction between students, in face-to-face engagement, as well as in email and written communications, on social media and be perpetrated by an individual student or a group of students.
- 1.5 Students experiencing any form of unacceptable behaviour or conduct are encouraged to raise concerns and seek advice at the earliest opportunity, without fear of repercussion, in order for the situation to be resolved.

## **2. SCOPE AND PURPOSE OF THE POLICY**

- 2.1 The purpose of this policy is to confirm:
  - The College's commitment to providing an environment where students are treated with dignity and respect;
  - Our commitment to the provision of a supportive community environment free from discrimination, harassment, and bullying;
  - Compliance with our legal requirements as defined under the Equality Act 2010;
  - The informal and formal options available to students if they perceive they have been discriminated against, harassed, or bullied, and give students the confidence to make informal or formal complaints;
  - Definitions and examples of unacceptable behaviour;

- Assurance of the provision of access to support for reporting and responding students either from internal and external services.
- 2.2 The policy relates to all students of the College and all students are expected to abide by this policy. If students are responsible for the presence of others on campus (i.e. invited guests) they should take reasonable steps to ensure their guests treat others with dignity and respect.
  - 2.3 The policy covers dignity and respect in all aspects of student life including participation in College-related activities off site, such as field trips, placements or years abroad. Peer to peer engagement or conduct in the local community that brings the College into disrepute by causing offence may also result in College action under this policy and the Student Conduct Regulations.
  - 2.4 The policy broadly relates to complaints made by a student(s) about another student(s). If a member of staff considers they are being discriminated, harassed or bullied by a student the informal or formal processes can be followed if referred by the staff member's line manager or Head of Department; or by the Directorate of Human Resources. If a student wishes to make a complaint about the alleged behaviour or conduct of a member of staff the issue should be reported to the appropriate Line Manager or Head of Department. *There is also provision within the [Student Complaints Procedure](#) for a student to complain about a member of staff's behaviour.* If a student alleges they are being harassed or bullied by someone outside of the College community guidance can be given on reporting routes to the Police or other appropriate authority. Where there is a need to safeguard the student from an external party consideration will be given to actions such as campus restrictions to support the reporting student(s).
  - 2.5 There is a separate Dignity at Work (anti-bullying and harassment) Policy for staff available at: <https://intranet.royalholloway.ac.uk/staff/your-employment/human-resources/equality-and-diversity/bullying-and-harassment.aspx>

### 3. LEGISLATION

- 3.1 The College has legal responsibilities under the Equality Act 2010 to protect individuals from unlawful discrimination, harassment and bullying on the grounds of the nine protected characteristics (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including none), sex and sexual orientation)
- 3.2 Students need not possess the protected characteristic themselves but may be exposed to unacceptable behaviour because they are perceived to have a protected characteristic or because of their association with a person who has a protected characteristic. Students have the right to raise a complaint about offensive conduct even if it is not directed towards them.

### 4. ROLES AND RESPONSIBILITIES

- 4.1 The Head of Student Advisory & Wellbeing is responsible for ensuring this policy is implemented and monitored.
- 4.2 All members of the student community are expected:
  - To take personal responsibility for their own behaviour and conduct;
  - To treat all members of the student and staff community with dignity and respect;
  - Not to discriminate others, nor to incite others to behave in discriminatory ways;

- Not to harass, abuse or intimidate others;
- Not to bully others;
- Not to victimise, or attempt to victimise, any student who has made a complaint(s) of discrimination, harassment or bullying;
- To act (to safely challenge or report) as soon as they become aware of any incident of discrimination, harassment or bullying;
- To modify behaviour or conduct as soon as they are alerted they may have behaved inappropriately in relation to this policy.

## 5. DEFINITION OF DISCRIMINATION

5.1 Under the scope of this policy discrimination is defined when a student is treated less favourably than others based on a protected characteristic. It can also be defined as if they are treated less favourably than others because they have made a complaint of harassment or bullying under this or another College policy.

5.2 Discrimination can be:

- Direct – *when a student is intentionally treated less favourably than other students because of their protected characteristic(s);*
- Indirect – *when regulations or processes apply to all students but which then place students with a protected characteristic(s) at an unfair disadvantage;*
- By perception – *when a student is perceived to have a protected characteristic and is then treated unfairly;*
- By association – *when a student is treated unfairly due to their association with someone who has a protected characteristic;*

## 6. DEFINITION OF HARASSMENT

6.1 Harassment is defined in law by the Equality Act 2020 as “unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.”

6.2 Harassment is normally characterised by more than one incident of unacceptable behaviour, but one single incident may, if sufficiently serious, constitute harassment and repeated patterns of behaviour towards different people may also constitute harassment. For action to constitute harassment it does not necessarily require that the action was deliberately intended to cause offence. If the reporting student perceives the conduct of the responding student as offensive and the responding student is likely to be aware of this, or has been made aware, the conduct may constitute harassment. Examples of harassment can be found in Appendix 1.

6.3 The College recognises harassment as distinct from vigorous academic debate, which is characterised as being respectful, encouraging a variety of viewpoints and having the effect of stimulating and encouraging thought and discussion. Whilst students will hold a range of views on issues, they would be expected to treat all members of the College community with dignity and respect and ensure that the expression of their views is not manifested in such a way that

creates an environment that is intimidating, hostile, degrading, humiliating or offensive to others.

## **7. DEFINITION OF BULLYING**

- 7.1 Bullying is not defined by law but the College defines bullying as “offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.”
- 7.2 Bullying is normally characterised by more than one incident of unacceptable behaviour by a student or group of students, but one single incident may, if sufficiently serious, constitute bullying. Examples of bullying can be found in Appendix 1.

## **8. SUPPORT FOR STUDENTS**

- 8.1 Students are encouraged to approach College and SU services to understand the Dignity and Respect Policy and for guidance on the procedures for dealing with complaints of discrimination, harassment and bullying. Reporting student(s) and responding student(s) may seek emotional support and practical advice from the College or Students’ Union on all matters of dignity and respect. Details of the College support services can be [found here](#) and details of the SU support services can be [found here](#) and also in Appendix 2. College and SU services can also provide advice on accessing external support or advice if that is the preference of the student. Alternatively students may wish to seek support from their Personal Tutor.
- 8.2 If both parties have approached or requested support from the same service the College will ensure that their cases will not be dealt with by the same person. In these cases confidentiality and discretion will be maintained at all times with agreement from the student about whom their information or disclosure can be share with.

### **8.3 For students accused of discriminatory, harassing or bullying behaviour or conduct**

All reports are taken seriously by the College and due process followed to investigate these reports. If you are named as a responding student it does not necessarily indicate that you are at fault and you will be able to respond to the report made. Reports may have arisen because you have been unaware of, or did not intend, to cause the effect of your behaviour or conduct. The objective is to identify the underlying issues of concern and to address these promptly. However the perception of the reporting student(s) is an important factor in defining whether or not inappropriate behaviour has taken place.

Throughout the informal or formal process you can choose to be accompanied by another student or member of College or SU staff and we recommend you seek guidance from appropriate sources (point 8.1) at the earliest opportunity.

There is an assurance of the provision of access to support for responding students either from internal (College and SU) or external services.

## **9. CRIMINAL OFFENCES**

- 9.1 Where a report made may constitute a criminal law offence the reporting student(s) will be empowered to consider whether they wish to report this to the Police.

- 9.2 The College reserves the right to refer a report directly to the Police if there is a risk to the safety and wellbeing of the reporting students or to members of the College or wider community. In these cases the referral would be discussed with the reporting student(s).
- 9.3 Where an alleged incident is being investigated by the Police the College will normally wait for the outcome of the Police investigation and consider the findings in its own procedures. However the Student Conduct Officer may proceed immediately with internal procedures if appropriate. Further guidance on this can be found in the *Student Conduct Regulations (Appendix 2 – Temporary Suspensions, Campus Restrictions and Police Investigations)*.
- 9.4 In such cases the College will conduct a risk assessment, involving at least two members of staff, with relevant experience, to consider if any precautionary or safeguarding measures – such as campus or contact restrictions - should be put in place and to action these as required.
- 9.5 If the Police decide not to investigate, or the courts do not find the responding student(s) guilty the College has the option to proceed with a misconduct process under the Student Conduct Regulations. Determining matters under these are subject to judgments on the balance of probability and not beyond reasonable doubt and will be considered to support maintaining the safety and wellbeing of the whole student community.

## **10. VIOLENCE OR PHYSICAL ASSAULT**

- 10.1 Incidents of violence, assault, threatening or overly aggressive behaviour will be treated very seriously by the College. If you are subject to these behaviours on or off campus you are advised to seek help immediately and to consider reporting this to the Police. If you have been sexually assaulted you are advised to seek advice and medical help immediately from [Solace SARC](#), the NHS or another appropriate service.
- 10.2 For your own safety, and the safety of others, it is important any incident of violence should be reported to Campus Security, Student Advisory & Wellbeing or an appropriate external professional service.
- 10.3 Where required risk assessments will be carried out following a report or threat of violence and appropriate actions enacted.

## **11. CONFIDENTIALITY**

- 11.1 The College has a responsibility to protect complainants and our student community and will treat all records related to allegations or complaints made under this Policy with the utmost discretion.
- 11.2 Information will only be disclosed to relevant parties (those involved with the investigation, informal or formal processes, or the outcomes) and may be limited to ensure discretion. All investigations will otherwise remain confidential.

## **12. PROCEDURES FOR DEALING WITH COMPLAINTS OF DISCRIMINATION, HARASSMENT OR BULLYING**

- 12.1 Students can report issues confidentially in person or online via our online reporting platform. Reports in person may be submitted to any of the College and SU support teams noted in Appendix 2. You may wish to make your report via a written statement to ensure the report

you make is recorded as you intended. The online platform provides the option to report anonymously if preferred.

- 12.2 Where appropriate the College will respond to and investigate reports impartially and judiciously as promptly as possible. All reporting and responding students will be treated with fairness and sensitivity and provided with access to appropriate support.
- 12.3 The procedures seek to enable student(s) to have the choice to request that a complaint is considered informally or formally, that they can access appropriate support and advice, and that they are not having to repeat information unnecessarily once the complaint /disclosure has been made.
- 12.4 In the case of an anonymous report there are likely to be limitations in what the College will be able to do. Nevertheless anonymous reports will be considered and monitored by the College and SU to identify areas of concern which may require more proactive intervention. Students who make an anonymous report can self-refer to support services as needed and support will not be cross-referenced with anonymously reported information.

#### 12.5 **Personal action**

In some cases, complaints can arise because of misunderstandings or impulsive behaviours and we are supportive of students having the opportunity to explore possible misunderstandings, to apologise where appropriate, and to modify behaviour or conduct in a more informal setting than that of a formal procedure.

If you feel you have been or are being discriminated against, harassed or bullied you are encouraged to make it clear to the student(s) responsible that this is the case. You may ask the student causing the concern to modify or stop their behaviour and this may be sufficient to end the behaviour. Students may seek advice and guidance about this from their personal tutor, Student Advisory and Wellbeing, or the Students' Union.

You may wish to have a conversation, or written communication, with the other student which details what you consider to be discriminatory, harassing or bullying behaviour with a request that they cease behaving in this way. Alternatively you may wish to get support from a friend or peer to help explain your concerns to the other student. It is important to keep a written record of the details of relevant incidents which may include details of possible witnesses and offending messages, images or texts saved and will include a description of the personal impact of the behaviour or conduct on your academic or social life and experiences.

#### 12.6 **Informal process**

Under the informal process the College will aim to resolve the concern by an informal resolution process. There will be no sanction and it will not be recorded as a formal conduct matter. There is greater discretion in the informal process as the process is usually restricted to the reporting student(s) and responding student(s) and staff within Student Advisory & Wellbeing and / or the SU. The College will not be obliged to follow the informal process if the allegation is of such severity that it may impact on the safety and wellbeing of the wider College community.

The reporting student(s) and responding student(s) will meet with staff separately and will not be required to attend a meeting together. The College will not explicitly identify the reporting student(s) in this process unless it is agreed or unless restrictions require this information.

It is possible that after an explanation of the matter of concern the complaint could be resolved with no further action. It is more likely the responding student(s) may need to take further steps including an apology, an agreement to modify behaviour or conduct, an agreement to seek personal help, or an agreement for no contact with the reporting student (s). The informal resolution will not be used as an admission of guilt nor the basis to pursue the formal process and no action taken as part of this informal process shall constitute misconduct action or a misconduct formal warning.

The process is 'without prejudice' to identify if there can be an informal resolution of the matter and nothing is considered proven against the student(s). No facts uncovered during the informal process shall be considered to have been proven until they are presented and heard under the misconduct processes of the [Student Conduct Regulations](#).

If informal resolution is not possible then the formal process can be considered by the reporting student(s) or the College.

The informal process is voluntary for the responding student(s) and so they can decline to be involved. In that case the formal process will normally be initiated.

#### 12.7 Formal process

A student may request that their complaint is considered for follow up under the Student Conduct Regulations. In considering whether an allegation of discrimination, harassment or bullying may be a suspected breach of Regulations, College officers will consider to what extent the allegations fall within the jurisdiction of the College; to what extent the allegations require action under the responsibilities of the Equality Act; or are otherwise appropriate for College intervention, for example the formal process may also be used when a complaint is considered too serious for the informal process or when an issue may impact on the health and wellbeing of the wider College community.

If the complaint is to be formally heard the processes of the [Student Conduct Regulations](#) will be followed by the Student Conduct Officer (or nominated delegate).

Under the formal process a student may face sanctions which may include a formal reprimand, campus restrictions, a financial penalty or in serious cases of misconduct consideration of a suspension of studies or the ending of their studies for misconduct. The burden of proof in formal misconduct cases will be on the balance of probability and not beyond reasonable doubt as required in criminal cases.

Formal meetings and hearings remain as private as possible but discretion and confidentiality may be extended to other witnesses and / or your academic department if required. A student who is formally sanctioned will have the outcome noted within student conduct records and or sanctions may be shared with other College members if restrictions are put in place.

### 13. MALICIOUS OR VEXATIOUS COMPLAINTS

- 13.1 Complaints of discrimination, harassment or bullying are treated seriously by the College. If a student is found to have made a malicious or vexatious complaint this will be dealt with under the Student Conduct Regulations. Action will not be taken if a complaint made in good faith is adjudged to be unsubstantiated.

### 14. COMPLAINTS PROCEDURE

**14.1** If a reporting student is unsatisfied with the process followed or action taken by the College they can make [a formal complaint](#) to the College. The reporting student(s) cannot appeal the penalty awarded to the responding student(s) at either the informal or formal stage. The [SU Advice Centre](#) can advise you further about raising a complaint.

#### **FURTHER INFORMATION AND GUIDANCE**

If anyone considers that this Policy has not been followed or for further information on the interpretation and application of the policy please contact the code of conduct owner.

Policy Owner	Head of Student Advisory & Wellbeing
Approving Body	Executive Board
Version number	1
Related policies, procedures and guidelines	(i) Student Conduct Regulations (ii) Student General Regulations (iii) Academic Regulations (iv) The Student Charter
Reviewed by	Student Advisory & Wellbeing, Academic Services Royal Holloway Students' Union Compliance, Legal & Compliance Equality & Diversity, Human Resources Directors of Student Experience; Academic Schools Directors of Equality, Diversity & Inclusion; Academic Schools
Approved on	August 2020
Review deadline	July 2022



## APPENDIX 1

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### EXAMPLES OF DISCRIMINATION, HARASSMENT AND BULLYING

Discrimination, harassment and bullying may occur in any interaction between students, in face-to-face engagement, as well as in email and written communications and on social media. Inappropriate behaviour and conduct may range from intimidating behaviour such as threats, shouting, aggression or violence to more subtle behaviours that may be difficult to identify. If an action or behaviour could reasonably have been expected to cause offence then it is likely that harassment or bullying has occurred. All examples can include an abuse of power, position or knowledge by others to criticise or humiliate another, can cause the student being bullied or harassed to feel vulnerable and lacking in confidence. *All sections provide examples and are not exhaustive.*

#### 1. MICROAGGRESSIONS

- Microaggressions are incidents of everyday bias and discrimination towards groups that are disadvantaged as a result of institutional, historical and cultural ideologies, practices and beliefs. Groups are defined by a particular trait such as race, gender, gender identity, sexual orientation and disability.

#### 2. BULLYING

- Personal insults and / or name calling;
- Disparaging, ridiculing or insulting comments, jokes and gossip;
- Shouting at others in public and / or private;
- Humiliation in a public or private forum;
- Cyberbullying (e.g. inappropriate posts online);
- Isolation, exclusion from events or activities, non-co-operation with or ignoring of others;
- Persistent unwarranted criticism.

#### 3. HARASSMENT

- Unwanted and inappropriate physical contact including touching, patting, sexual advances, sexual coercion;
- Written or verbal harassment through jokes, offensive language, gossip, banter, or innuendo;
- Visual displays of harassment through offensive gestures, posters, flags, graffiti or emblems;
- Circulation or sharing of offensive content through any form of technology including email, text, social media, internet forums; and whiteboards;
- Intrusion by consistently pestering, following someone, spying, sending emails, messaging or making phone calls;
- Isolation, exclusion from events or activities, non-cooperation with or ignoring of others;
- Pressure or coercion to take part in unwanted activities or actions including pressure for sexual favours; to take part in a dangerous or degrading initiation to join a club, group or society; or to support extreme views, proscribed organisations\* or unlawful activity.

\* Proscribed organisations under UK Law and recorded on the [gov.uk website](https://www.gov.uk).

#### **4. HARASSMENT OF PEOPLE WITH DISABILITIES**

- Behaviour or conduct which undermines dignity, self-confidence, learning and development opportunities;
- Undue pressure or intimidation including unfair or impractical academic study expectations
- Behaviour or conduct intended to ridicule, distress or humiliate such as offensive language, name calling, exaggerated or patronising assistance
- Failure to safeguard confidential information about a student's disability.

#### **5. HOMOPHOBIC AND TRANSPHOBIC BULLYING**

- Behaviour or conduct, deliberate or otherwise, relating to sexual orientation and directed towards students or groups who are, or perceived to be, lesbian, gay, bisexual, transgender or questioning;
- Outing a student as LGBTQ without their permission or spreading rumours of gossip about a student's sexual orientation or gender identity;
- Making homophobic and transphobic threats or insults including making unnecessary and degrading references to a student's sexual orientation or gender identity or making assumptions or judgments based on sexual orientation or gender identity;
- Engaging in jokes, offensive language, gossip, banter, or innuendo which are demeaning towards a student's actual or perceived sexual orientation or gender identity; or intrusively asking a LGBTQ student about their private life;
- The use of homophobic language or display of homophobic materials;
- Using religious and faith beliefs to justify homophobic or transphobic harassment;
- Isolating, excluding or ignoring a student from activities because they are LGBTQ.

#### **6. RACIAL HARASSMENT**

- Behaviour or conduct, deliberate or otherwise, relating to race, ethnicity or nationality (perceived or otherwise);
- Derogatory name calling, insults, threats and racist jokes;
- Harassing graffiti, images or slogans related to race, ethnicity or nationality;
- Hostile, offensive acts or expressions – or incitement of - by a student of one race / ethnicity against a student of another race / ethnicity;
- Intentional unlawful discrimination on the grounds of race, ethnicity or nationality;
- Disrespect or ridicule of a student for racial or ethnic differences.

#### **7. RELIGIOUS HARASSMENT**

- Behaviour or conduct, deliberate or otherwise, relating to religion, religious, faith or philosophical belief; including antisemitism as defined by the International Holocaust Remembrance Alliance Definition of Antisemitism ('IHRA Definition')

- Derogatory name calling, jokes, insults or threats based on religion or faith;
- Harassing graffiti, images or slogans related to religion or faith;
- Attempting to remove / pull off religious dress, mocking of religious dress, traditions and or / forms or worship and celebration;
- Disrespect or ridicule of a student for religious difference, including within a faith community.

## **8. SEXUAL HARASSMENT**

- Sexual harassment encompasses unwelcome behaviour of a sexual nature, which is carried out without consent, or by force, manipulation or coercion. Sexual harassment affects people of all gender identities and sexual orientations and raises issues of unequal relationships, power and consent;
- Sexual harassment can include, but is not limited to, violence and assault, inappropriate physical sexual contact, harassment and the creation of an atmosphere of discomfort, stalking and grooming behaviours. Sexual harassment overlaps with criminal law where there is touching which is sexual in nature, or where there is harassment, stalking or revenge porn;
- Sexual violence – a term to include different sexual offences and unwanted sexual acts or activities. This includes, but is not limited to: rape, sexual assault, sexual abuse, sexual harassment, unwanted touching, coercion, gaslighting (psychological manipulation). Sexual violence can be psychological and / or physical;
- The inappropriate introduction of sexual comments or activities in the teaching and learning environment and social or living situations;
- Harassing another student because of their gender, sexuality, their perceived sexuality or the perceived sexuality of those with whom they associate; or harassment on the grounds of gender identity;
- Suggestive or unwelcome comments or gestures; including catcalling, whistling, innuendo, sexual jokes or banter, sexual stories or gossip, 'up-skirting', encroaching personal space, persistent or unwelcome requests for social or sexual encounters and favours;
- Unwanted behaviour or conduct of a sexual nature which violates a students' dignity or creates an intimidating, hostile, or offensive environment; including stalking which can happen in person or online / via electronic communications;
- Online or electronic communication of indecent, demeaning or pornographic messages, pictures or photographs of a sexual nature.

## **9. ONLINE HARASSMENT & NETIQUETTE**

- Harassment which takes place on an online platform, including those beyond university based platforms – such as social media, web and blog content, messaging services, chat rooms, dating websites and apps, discussions sites and comments sections of media – and communication through phone calls, emails and text messaging;
- Online harassment and abuse, directly or by implication, including sending unwanted messages or images, hate speech or hate crime;
- Sharing or disclosing online material without the consent of the individual featured or mentioned;

- Cyber stalking or cyber bullying;
- Netiquette is a combination of 'net' (from internet) and 'etiquette'. It means respecting other users' views and displaying common courtesy when posting your views to online discussion groups;
- The basic rules of netiquette are
  - Treat all participants with respect and refrain from personal abuse;
  - Don't 'spam' other users with unnecessary or irrelevant content;
  - Write clearly and succinctly; avoid using text speak, slang and emoticons;
  - Be careful when using humour or sarcasm as it can be misinterpreted in an online forum with no visual / auditory cues;
  - Always remember your posts are public and can be read by a range of people;
  - Stay on topic at all times – communications should be academic in nature
  - Keep CAPS LOCK to a minimum as it can look like you are shouting
  - Use standard fonts and font sizes (no more than 14 font size)
  - Don't post copyrighted material to which you do not own the rights;
  - Respect the moderators and their adherence to and enforcement of the rules of the group.

## APPENDIX 2

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### SUPPORT AND SOURCES FOR FURTHER INFORMATION AND ADVICE

#### Emergency and out of hours sources of support

<https://intranet.royalholloway.ac.uk/students/help-support/get-help-with-an-emergency/get-help-with-an-emergency-or-contact-security.aspx>

Student Advisory & Wellbeing including:

- Disability & Dyslexia [disability-dyslexia@royalholloway.ac.uk](mailto:disability-dyslexia@royalholloway.ac.uk)
- International Student Support [internationaladvice@royalholloway.ac.uk](mailto:internationaladvice@royalholloway.ac.uk)
- Multifaith Chaplaincy [chaplaincy@royalholloway.ac.uk](mailto:chaplaincy@royalholloway.ac.uk)
- Student Counselling [counselling@royalholloway.ac.uk](mailto:counselling@royalholloway.ac.uk)
- Student Wellbeing [wellbeing@royalholloway.ac.uk](mailto:wellbeing@royalholloway.ac.uk)

Students' Union Advice Centre [advice@su.rhul.ac.uk](mailto:advice@su.rhul.ac.uk)

Academic Personal Tutor See School Helpdesk for more information

Surrey Police [www.surrey.police.uk/](http://www.surrey.police.uk/) or 101 (non-emergency)

Call 999 in an emergency

Citizens Advice [www.citizensadvice.org.uk/](http://www.citizensadvice.org.uk/)

National Bullying Helpline [www.nationalbullyinghelpline.co.uk/](http://www.nationalbullyinghelpline.co.uk/)

National Stalking Helpline [www.suzylamplugh.org](http://www.suzylamplugh.org)

Rape and Sexual Abuse Support Centre [www.rasasc.org/](http://www.rasasc.org/)

Stop Hate UK [www.stophateuk.org/](http://www.stophateuk.org/)

Your Sanctuary [www.yoursanctuary.org.uk/](http://www.yoursanctuary.org.uk/)

Victim Support [www.victimsupport.org.uk/](http://www.victimsupport.org.uk/)

# Freedom of Speech



## A Code of Practice issued by the College Council in accordance with the Education (No.2) Act 1986, Section 43

### Introduction

1. Royal Holloway, University of London is committed to the principles of academic freedom and of free speech within the law. It believes that vigorous debate is proper and acceptable and that the College must enable a wide range of views and opinions on social, economic, political and religious issues, however unpopular or controversial. For this to be achieved, it requires all concerned to display tolerance and avoid needlessly offensive or provocative action and language.
2. Freedom of thought, freedom of expression and freedom of assembly and association is enshrined in law. However, freedom of speech is not an unqualified privilege and universities are subject to a number of legal obligations to ensure the safety and wellbeing of students, staff and others associated with the College. For example:
  - The protection of freedom of speech does not extend to allowing a speaker to commit a criminal offence in the course of speaking;
  - Universities are subject to the statutory duty "to have due regard to the need to prevent people from being drawn into terrorism";
  - Universities have other legal responsibilities, such as those relating to preventing discrimination, harassment and victimisation and the health, safety and welfare of employees, students, external speakers and visitors.
3. Staff and students, both individually and in groups, have an obligation to respect other members and groups and not to interfere in or seek to hamper or curtail the legitimate activities or affairs of other individuals or groups. This mutual respect is fundamental in a university community and confers rights on members of the College to be able to conduct their affairs free from unlawful or improper interference.

### Scope of the Code of Practice

4. **This Code of Practice applies to any meeting (including activities and gatherings of people) where there is demonstrated potential difficulty for a speaker to enter or leave College premises safely and/or to deliver their speech. This includes activities organised by the Students' Union.**

### Requirements of the Act

5. The Education (No.2) Act 1986 requires every individual and body of persons concerned in the government of a higher education institution to take such steps as are reasonably practicable to ensure that:
  - a. freedom of speech within the law is secured for members, students and employees of the institution and for visiting speakers;
  - b. the use of the facilities of the institution is not denied to any individual or group of persons on any ground connected with the belief or views or that individual or group or the policy or objectives which they may hold.

### Requirements of this Code of Practice

6. Where a meeting which falls under the scope of paragraph 4, it is the responsibility of the organisers to identify that this is the case and then consult this Code. Where the organisers wish to invite external speakers they should also consult the Procedures for inviting External Speakers to College Events. Failure to do so may result in disciplinary action. If the College identifies an event which is scheduled to take place which falls under the scope of paragraph 4 the organisers will be contacted and appropriate action will be taken to apply this code.

7. When the meeting is organised by more than one individual or by a collective group of people, one person must be appointed as the **principal organiser** in order to simplify communication with the College. The principal organiser must give the College Secretary a minimum of **three weeks' written notice** of a meeting which falls under the scope of paragraph 4.
8. The Principal Organiser must book a room for the event using the normal room booking procedures. College has identified certain venues on campus which have been approved as safe venues in which to hold meetings which fall within the scope of paragraph 4. Any room choice must be considered tentative until approved by the Security Manager.
9. The principal organiser must provide the College Secretary with:
  - a. details of the date, time and tentative place of the meeting
  - b. the topic to be discussed
  - c. the name of the speaker
  - d. the intended audience (i.e. students, staff or others)
10. The College Secretary will respond to the principal organiser in writing within one week of receiving notice of the meeting. Where the College Secretary withholds permission for the event to proceed they will state their reasons. Where permission is granted, the College Secretary may attach any conditions which they consider necessary for the fulfilment of the College's legal obligations to protect and secure freedom of speech. These conditions may include, but are not limited to:
  - a. a requirement that tickets must be issued
  - b. that the event must be led by an experienced Chair
  - c. that an adequate number of suitable stewards must be provided by the organisers
  - d. that members of the College Security staff must be present to help keep order
  - d. that a member of staff, appointed by the College Secretary, must be present as a 'controlling officer'.
11. The College Secretary may consult with the police about any meeting under the scope of paragraph 4 and, if appropriate, attach further conditions. These may include a requirement for the meeting to be declared public to allow for police presence.
12. If the College Secretary is not satisfied that adequate arrangements to keep order can be made, with the result that the speaker would not be able to enter or leave College premises safely and/or deliver their speech, the College Secretary may at the outset refuse permission for a meeting or later withdraw permission already given.
13. The principal organiser may appeal to the Principal against the whole or part of the College Secretary's decision. The Principal's ruling will be final.

#### **At the meeting**

14. At the meeting, there shall be a Chair who is responsible for conducting the meeting. The Chair must keep order and, as far as is possible, ensure that the speaker and the audience act within the law. The Chair should issue warnings when unlawful conduct occurs and, should such conduct continue, can enforce the removal of the offender(s) with the assistance of any security or police officers in attendance.
15. Should a meeting become out of control, the 'controlling officer' placed by the College shall take charge and close down the meeting. If no 'controlling officer' is present, any security officers present will take charge, acting on information which they will have previously been given by the Security Manager or on their own initiative. If a 'controlling officer' or security officer is not present, the Chair should send a member of the organising group to seek help from the security staff at their normal post.
16. College premises must be left clean and tidy after meetings. Should any additional cleaning or repairs be required after a meeting, the organisers may be charged accordingly. Payment in advance, or evidence of the ability to pay, may be required before a meeting takes place.

## **Sanctions**

17. Failure to observe the requirements of this code or of any conditions laid down by the College Secretary will make the student(s) or staff concerned liable to disciplinary action by the College. In the case of students, the Student Disciplinary Regulations will apply.

## **The Role of Council**

18. Council will receive an annual report on the operation of this code.
19. The Council will review this Code every five years.

**Approved by: Council**

**Date: May 2016**

**To be reviewed: May 2021**



### Introduction

Royal Holloway, University of London is committed to the principles of academic freedom and of free speech within the law. Opportunities to engage with a wide range of thought-provoking opinions and perspectives are encouraged and welcomed. We regularly invite a wide range of speakers to events both on and off campus and each year both the College and the Students' Union run a successful programme of events.

The following procedures have been written to assist all organisers of events which fall under the Scope of the Freedom of Speech Code of Practice. This includes:

- third parties who are external to the College;
- staff who are organising talks, seminars and lectures outside of their normal College employment responsibilities;
- staff who are organising the attendance of a visiting lecturer delivering material as part of a taught course and;
- students.

They include important information to ensure events comply with the College Code of Practice for Freedom of Speech and the College Prevent obligations.

Staff and students across the College will sometimes be responsible for organising events involving external speakers. These procedures apply to any such event

1. to be held on College premises;
2. held away from the College campus or premises which is College organised, funded or branded, including events organised by individuals, groups or societies using the College or SURHUL name or resources;

### Relationship to the Freedom of Speech Code of Practice

Anybody organising an event where there is demonstrated potential difficulty for a speaker to enter or leave College premises safely and/or to deliver their speech must refer to the Freedom of Speech Code of Practice.

When booking speakers, staff and students are required to assess whether their event might require consideration under the College's Freedom of Speech Code of Practice. Failure to abide by the provisions of this code may result in disciplinary action.

### Key questions to consider when considering whether an event will invoke the Freedom of Speech Code:

- Is there any possibility of a situation arising in which people might experience harassment, intimidation, verbal abuse or violence?
- Is the speaker likely to express controversial views that may attract protest?
- Is the speaker known to have held or expressed controversial views that may attract protest?
- Is the speaker from an area with the political situation may attract protest?
- Is the subject matter related to an area where the political situation may attract protest?
- Is the subject matter likely to evoke a strong emotive response if advertised to the general public?

If the answer is yes to any of the above questions a **Principal Organiser** should be identified and they should follow the Freedom of Speech Code of Practice. Please note that the Code requires the Principal Organiser to notify the Chief Operating Officer 3 weeks in advance of the event.

### **Speakers on College premises**

It should be noted that as College premises are private premises, all meetings which take place therein are classed as private, unless the public is expressly invited to attend.

Speakers must come at the invitation of a recognised collective body within College (e.g. a Faculty, a Department, the Student's Union or a College-recognised trade union).

In the case of speakers invited by a member of staff or student acting on behalf of their department, academic or professional services, or on behalf of a society formally recognised by the department, the Head of Department should have been consulted and given formal approval.

The Student Union and its constituent societies will refer all sensitive or controversial invitations to the College Freedom of Information Officer. Students are expected to err on the side of caution.

In the case of meetings organised by the Council, speakers may be invited by the Council as a group or by one or more individuals. Individuals must consult the Chair or, in their absence, the Vice-Chair of Council for approval.

In the case of meetings held when College premises are hired by external organisations, the contract between the College and such external organisations shall make clear that speakers must abide by the provisions of this Code.

Speakers may not be invited to campus by staff or student acting privately

If a speaker is likely to express views which may attract protest, the Principal Organiser must ensure that there is an opportunity within the organised event for these views to be challenged through, for example, a second speaker or a question and answer session.

Any advertising relating to an event must not depict images which may cause offence or incite counter-action. Advertising material should be proportionate to the nature of the event. Advertising for events which require the invocation of the Freedom of Speech Code of Practice must be approved by the Chief Operating Officer at least 3 weeks in advance of the event.



# Fitness to Reside

Approved by: Academic Board  
Date: 6 June 2019, effective from 1 August 2019  
Review by: April 2020

## Introduction and Scope

1. The Fitness to Reside Policy applies to students studying at the College full-time or part-time, on undergraduate, postgraduate taught and postgraduate research programmes who reside in College owned or managed Halls of Residence or properties.
2. The policy also applies to students who sign Accommodation Terms and Conditions and are:
  - exchange students registered with another higher education institution who are being hosted by the College;
  - on a foundation year course hosted or run by the College;
  - on a course delivered by a third party supplier.
3. This policy documents the appropriate steps staff should follow when concerns are raised about a student's fitness to reside at College owned or managed Halls of Residence or properties.
4. The Policy is intended to provide a consistent, proportionate and coordinated response by the College in circumstances where a student may require support or intervention and where other internal policies or procedures are not considered appropriate.
5. The Fitness to Reside Policy should be read alongside the [Student Conduct Regulations](#), the [College General Regulations](#), Fitness to Study, and the Halls [License Terms and Conditions](#). The Fitness to Study policy will take priority over Fitness to Reside.
6. Students will be expected to manage and take responsibility for all aspects of residing in and sharing facilities in Halls of Residence or other College properties in line with the Student Conduct Regulations, College General Regulations and License Terms and Conditions.
7. As noted in the License Terms and Conditions there may be times when it may not in the best interests of the student, or the College and its community to allow the student to continue residing in Halls because they are not fit to live independently (which may include specific care arrangements compliant with equality legislation) within communal Halls because they may expose themselves, the College or others to risk. In these circumstances it may be appropriate for the College to consider the cancellation of a students' accommodation contract.
8. The College is an academic community and the accommodation it provides for students are those appropriate to this setting. Where a student requires specialist, medical or other care, the College will refer to the NHS and other statutory services that can provide appropriate support for advice and guidance.
9. Where the conduct of the student is also a conduct offence breach under the Student Conduct Regulations, it is anticipated the conduct aspect will be concluded before fitness to reside is assessed. Every reasonable effort will be taken to advance the process promptly and to not disadvantage the student
10. Where necessary a student may be restricted from Halls pending a fitness to reside process. Any decision to restrict a student in this way would need to be agreed by at least two members of staff within Professional Services. Wellbeing support will be provided for the student throughout these considerations and actions and support will be offered by the SU Advice team to identify temporary alternative accommodation.

## Definition of Fitness to Reside

11. The College has a commitment to supporting student wellbeing in their academic and personal life whilst studying and recognises the importance of facilitating a safe and supportive living environment within its Halls of Residence.
12. Students will be considered fit to reside if they are able to live independently (which may include specific care arrangements compliant with equality legislation), to live with others in communal Halls, observe and follow the rules and conditions of Halls to ensure this living environment.
13. Students will be considered fit to reside if they can demonstrate they can consistently reside in accommodation in a way that does not present a risk to or serious concern to themselves and / or unreasonable disruption or a risk to other members of the College community.

## Fitness to Reside Considerations

14. A concern about fitness to reside may be raised by Professional Services staff (in particular Residences (Customer Services & Housekeeping) Hall Life, or Student Advisory & Wellbeing teams) academic or administrative staff, or through information provided by another student. A cause for concern about a student's fitness to reside may relate to a wide range of concerns including, but not limited to:
  - (i) Behaviour or conduct that would ordinarily be dealt with as a misconduct issue but where that student's behaviour may be a demonstration of an underlying physical or mental health illness (Student Conduct Regulations Appendix 4)
  - (ii) Severe health concerns (physical or mental) including lack of management or understanding of these concerns
  - (iii) Violent, indecent, disorderly, threatening, or aggressive behaviour
  - (iv) Serious criminal behaviour, conviction of a serious criminal offence, or relevant sanctions following conviction of a serious criminal offence where the safety of Halls, residents or staff may be compromised
  - (v) Where a student has a relevant, unspent criminal conviction. Relevant convictions may relate to (a) any kind of violence (b) sexual offences (c) supply of controlled drugs or substances (d) firearms offences (e) offences involving arson and (f) offences listed in the current Terrorism Act.
  - (vi) Drug, Alcohol, Substance abuse or misuse
  - (vii) Behaviour or conduct where the safety, health and wellbeing of students, staff, visitors, or the wider campus community may be at serious or immediate risk
  - (viii) Behaviour or conduct which significantly negatively or dangerously impacts other residents or staff or impacts on the day-to-day operational running of the Halls of Residence.
  - (ix) When the students support needs require resources which are not considered to be a reasonable adjustment or is not currently available within the normal provision of Halls accommodation
15. There is an aim to encourage early intervention and collaboration from relevant College services (and external support services) to support the student where there are concerns about a student's fitness to reside and to manage circumstances without referring to a Fitness to Reside Panel.

16. The Policy is not intended to replace emergency responses to situations within Halls. All concerns should be escalated or referred to the relevant services as promptly as possible to enable support to be put in place and to avoid a high risk crisis situation. In the event of crisis situation or an emergency staff and / or students should consult the [College advice on getting help](#) with an emergency or contact Campus Security.
17. When at the application or Halls allocation stage a student is identified as having specific accommodation needs their case will be assessed by the Student Advisory & Wellbeing (primarily Disability & Dyslexia Services) and the Residences (Customer Services & Housekeeping) team to ensure appropriate resources are available and reasonable adjustments are considered, and where possible, implemented before the student is recommended, offered, or guaranteed a place in Halls.

### **Support for Students**

18. Students are strongly encouraged to seek support from relevant services at all stages of the Fitness to Reside process. These services include Student Advisory & Wellbeing (Disability & Dyslexia Services, International Support & Inclusivity, Student Counselling and Student Wellbeing); the student's GP or other medical practitioner or therapist, and the Students' Union Advice Centre.
19. Students seeking advice and guidance on the process being followed should consult with the Students' Union Advice Centre ([advice@su.rhul.ac.uk](mailto:advice@su.rhul.ac.uk)).

## **Fitness to Reside Process**

### **Raising Initial Concerns**

#### **Emergency / acute health concerns**

20. Where there is an immediate risk or similarly urgent situation relating to fitness to reside (e.g. where a student poses an immediate risk to themselves or others) the concerns must be reported to Campus Security who will alert the relevant member of staff and / or on-call emergency contact (e.g. Silver Command or Bronze Support) where required. Health or wellbeing advice or support can also be sought from the Head of Student Advisory & Wellbeing, Head of Disability & Dyslexia Services, Head of Student Wellbeing, Head of Student Counselling or Head of International Support & Inclusivity.

#### **Conduct or behavioural concerns**

21. Non-emergency / non-acute concerns should be directed to the usual Professional Services teams within the College. These may include, but are not limited to, Student Advisory & Wellbeing, Hall Life, the Student Services Centre or Residences (Customer Services or Housekeeping). The response should follow normal protocols for wellbeing or misconduct issues. If staff are unsure who to alert they should contact [wellbeing@royalholloway.ac.uk](mailto:wellbeing@royalholloway.ac.uk) for advice.

#### **Support or reasonable adjustment concerns for documented disabilities or medical conditions**

22. First contact should be made with the Head of Disability & Dyslexia Services or The Environmental Health Supervisor or Residences Manager to assess or re-assess the student's needs in accommodation and what reasonable adjustments could be put in place to support the student in their accommodation. Discussion should also be held with the Estates Directorate where there are considerations relating to buildings or estates resources.

#### **General wellbeing concerns**

23. First contact should be made with the Head of Student Wellbeing, or Campus Security out of hours, to assess or re-assess the student's wellbeing and needs and to review what internal or external support can be provided for the student.

#### **Criminal or suspected criminal behaviour which has an immediate impact on fitness to reside**

24. First contact should be made with Campus Security who will alert Surrey Police and / or the on call emergency contact (e.g. Silver Command) where required for review and action.
25. The response should follow normal protocols for allegations of crime or criminal activity which will include a review of fitness to reside under the Student Conduct Regulations.

### **Step 1: Initial Actions**

26. Before a formal Fitness to Reside Panel is convened the College should ensure all other available options have been explored and proportionate action taken to address the concerns raised directly with the student and allow them to fully respond to the concern.
27. The informal actions should allow the student to discuss the issues openly with College staff (for example, Student Advisory & Wellbeing, Hall Life, the Student Services Centre) and to discuss or agree actions that would enable them to continue living within Halls of Residence.
28. The student should have access to all relevant College & Student's Union services and be made aware of relevant external support and resources.

29. If the informal actions have not resolved the areas of concern then consideration should be given to convening a Fitness to Reside Panel.

### **Step 2: Fitness to Reside Panel**

30. The informal actions should be reviewed by at least two senior College staff members from relevant Professional Services. If they agree all informal routes have been followed but without success they may request a Fitness to Reside Panel be convened.

31. The Fitness to Reside Panel will include:

- A Head of a relevant Professional Service or Department as Chair;
- A member of Student Advisory & Wellbeing (e.g. Head of team);
- A Students' Union representative (Sabbatical Officer or nominee). *If a student representative is not available the panel may continue in their absence.*

*An appropriate School staff member who is known to the student (for example Personal Tutor), may be invited to attend to observe the Panel meeting, to provide the Panel with information relevant to the case) and to offer support to the student (in addition to their accompanying person).*

32. Members of the Panel should not have been closely involved with the case prior to be added to the Panel.

33. A member of Hall Life or Residential Services will act as Secretary to the Panel.

34. The Chair will ask the Fitness to Reside Panel Secretary to arrange a Panel and give formal notice to the student of the Fitness to Reside Panel. The formal notice must give five working days' notice and include:

- The date, time and location of the Panel meeting;
- Details of where the student can seek help and advice about the process;
- All evidence that may be considered by the Panel;
- Information about the student's right to be accompanied to the hearing by another staff member of College or a Students' Union Advisor not previously involved with the case.

35. All reasonable efforts should be taken to allow the student to attend the Fitness to Reside Panel and to agree a mutually convenient time. If, however, the student is unable to attend the Panel – either in person or electronically (e.g. Skype) - they can submit a written statement to the Secretary which will be fully considered by the Panel in their absence. Support in writing this statement can be provided by the Students' Union Advice Centre and the student will be given sufficient time to prepare this.

36. The Secretary will provide all Panel members with copies of the formal notice sent to the student and all relevant evidence to be considered.

37. The Head of Disability & Dyslexia Services or Head of Student Wellbeing (*whichever is most appropriate for the concerns raised*) (or nominee) will present the case and evidence to the Panel for their consideration.

38. The Panel procedure will follow the principles of the hearing / meeting process in Appendix 7 of the Student Conduct Regulations (Major Misconduct). The Panel will consider the evidence, the response from the student, and may ask questions to all those present.



### Fitness to Reside Panel Outcomes

39. The Fitness to Reside Panel will hear the case and will determine one of the following outcomes:
- a) **The student is considered fit to reside and the case should be dismissed:** but with the caveat that the student should be advised specifically on which emergency / acute health concern; conduct or behavioural concern; support or reasonable adjustment concern; general wellbeing concern; or criminal or suspected criminal behaviour led to the Panel, why this was so, and how such concerns may be avoided in future.
  - b) **The student is considered fit to reside if a managed support plan is followed:** the Head of Disability & Dyslexia Services or Head of Student Wellbeing will liaise with appropriate services to ensure the support plans is feasible and will include provision for follow up to ensure engagement with this support plan has taken place. This may include the student moving to an alternative Hall.
  - c) **The student is considered unfit to reside and has not shown any commitment and / or capacity to change their conduct, behaviour or actions in the immediate future to enable them to remain in their Halls of resident:** The accommodation contract with the student will be terminated and the student issued with a formal Notice to Leave.
  - d) **The student is considered unfit to reside and to allow them to remain in their Halls accommodation during the formal Notice to Leave period would not be appropriate:** The student could be required to move for the notice period to more suitable alternative Halls accommodation (if appropriate and available). The College also reserves the right to require a student to cease living in Halls immediately if their presence could reasonably be considered to be prejudicial to the safety and good order in that Hall. This would apply if there were: (i) serious concerns about the safety and wellbeing of the student, other students, staff, or visitors; or (ii) significant disruption or negative impact on the day-to-day operational running of the Halls and the student living experience. *(This outcome must also link to the requirements of the Licensed Terms and Conditions section 21.4).*
40. If at the Panel hearing serious additional concerns about safety and wellbeing are identified. the Head of Student Advisory & Wellbeing (or a nominee) may discuss these with external support services including the NHS, Community Mental Health & Recovery Service or Police to enable appropriate action or referral to MASH (Multi-Agency Safeguarding Hub) to take place.
41. Within five working days, or as soon as reasonably practicable thereafter, of the Fitness to Reside Panel, the Panel Chair via the Panel Secretary will issue an outcome letter to the student. The outcome letter will include:
- A summary of the major areas of discussion during the Panel meeting;
  - A statement of the Panel's deliberations and findings;
  - Details of how the student may appeal the outcome and the grounds for appeal
42. The outcome letter should be copied to all members of the Fitness to Reside Panel. The Student Services Centre, Student Fees and Hall Life will be notified of the outcome to complete relevant billing and administrative functions.

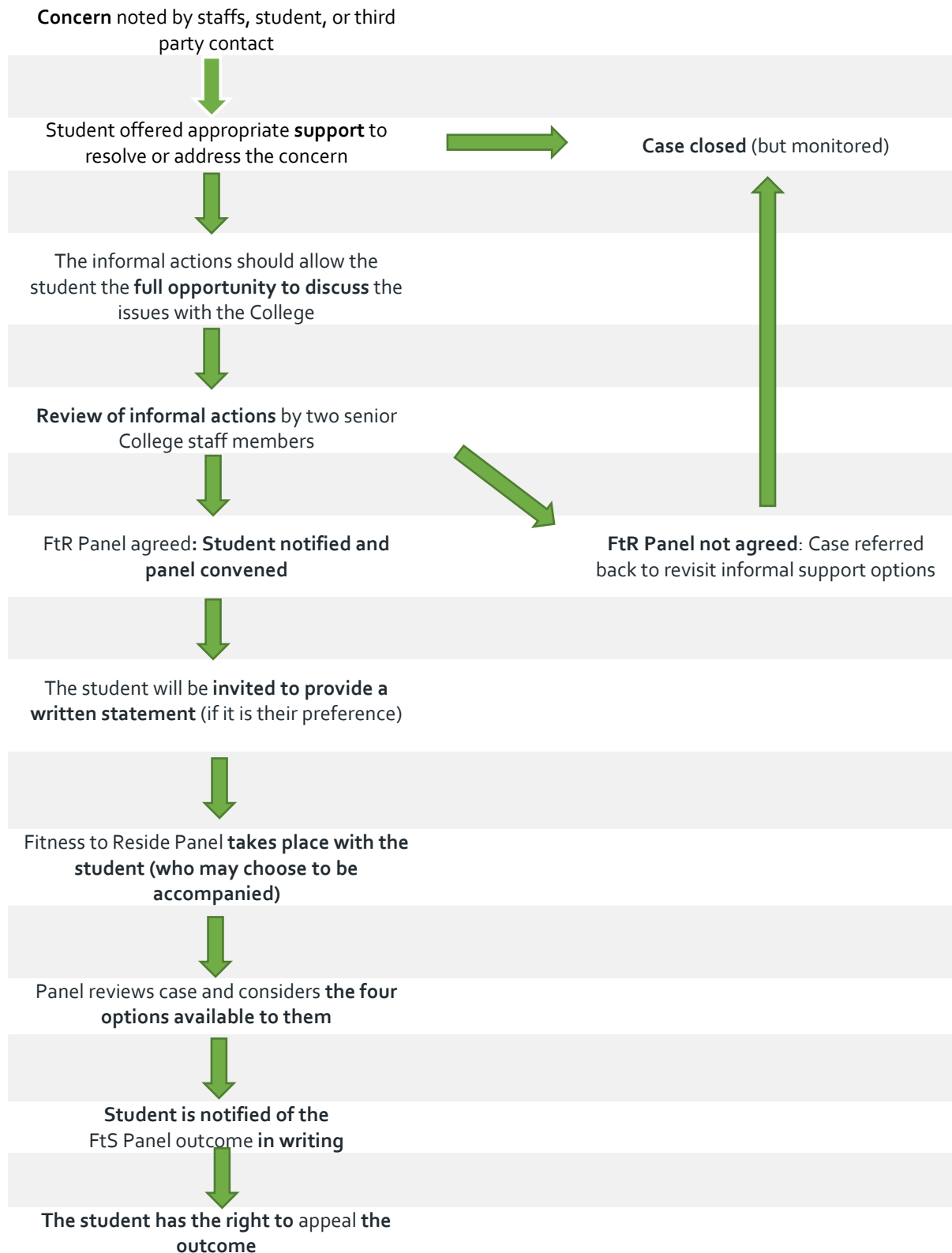
### **Fitness to Reside Panel Appeals Process**

43. To exercise their right to appeal the student can submit an appeal, in writing, to the Secretary of the Panel within five working days of the letter notifying them of the outcome of the Panel.
  44. The student's appeal will require them to clearly explain the reasons for appeal which may only be on one or more of the following grounds:
    - (a) That the finding was against the weight of evidence. The student should indicate clearly the areas in which they feel this to be the case.
    - (b) That the outcome is too severe or otherwise inappropriate. The student should indicate why they believe this to be the case.
    - (c) That the process was not in accordance with the principles and procedures set out in these regulations, or were contrary to natural justice. The student should indicate clearly the areas in which they feel this to be the case.
    - (d) That fresh evidence can be presented, which was not available, or could not reasonably have been made available, to the panel. A summary of fresh evidence should be provided to the secretary and it should be indicated why the student could not present this at the original hearing and why they feel this would have influenced the outcome.
  45. A Director of a Professional Service and two other staff representatives shall consider the appeal together with the evidence considered by the Fitness to Reside Panel. The Director of a Professional Service and the staff representatives will complete these as a paper exercise and can uphold, amend or rescind the outcome of the Panel. Those on the appeal panel should have had no prior involvement in the case.
  46. The student will be advised of the outcome of the appeal in writing, within five working days, or as soon as reasonably practicable thereafter, with an explanation of the reasons for the decision.
  47. The student will have completed the College's internal processes and will be issued with a Completion of Procedures letter which will enable them to consider taking their appeal to the Office of the Independent Adjudicator for Higher Education.
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## Fitness to reside process

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All stages must be carefully and appropriately communicated to the student with support options provided on each occasion





# Support to Study

Approved by: Executive Board  
Date: July 2021  
Review by: July 2024

## **1. INTRODUCTION AND SCOPE**

- 1.1 Support to Study applies to students studying at the College full-time or part-time, on undergraduate, postgraduate taught and postgraduate research programmes. Support to Study also applies to students who are:
- studying on educational exchanges or are otherwise away from the campus
  - undertaking a year in business / industry
  - exchange students registered with another higher education institution who are being hosted by the College
  - on a foundation year course hosted or run by the College
- 1.2 Support to Study should be read alongside the [Student Conduct Regulations](#), the [College General Regulations](#), the [Attendance Monitoring Policy](#) and the guidance on the [submission of extenuating circumstances](#). Staff should also consider the *College Science Faculty Support for Field Studies Guide*.
- 1.3 Students are expected to take responsibility for organising their academic work, their personal lives and their participation in College life in line with the Student Conduct Regulations and College General Regulations. Students will be held accountable for their actions, both academic and non-academic. During online sign-up students agree to be bound by the College Statutes, Regulations and policies of the College as amended from time to time. All applicable College regulations are enforced under the Student Conduct Regulations, breach of which may lead to termination of College registration or withdrawal of facilities.
- 1.4 The emphasis of this process is to provide support for a student to successfully continue their studies at the College when an area of concern is noted. However there may be times when it is considered not to be in the best interests of the student, or the College and its community to allow the student to continue studying because they are not fit to do so. In these circumstances it may be appropriate for the College to recommend an interruption of studies or a withdrawal from studies. In cases where a student is studying towards a professional qualification in a regulated health or social work profession the [College Support to Practise Policy and Procedures](#) should be followed when there is a cause for concern. In circumstances where the student cannot reasonably be expected to attend meetings in person (e.g. students on an international exchange or due to hospitalisation) the College will endeavour to facilitate suitable alternative arrangements to enable the student to participate but has the option to proceed in the student's absence if all reasonable steps have been taken to allow the student to attend.
- 1.5 The College is an academic community and the pastoral services it provides for students are those appropriate to this setting. Where a student requires specialist, medical or other care, the College will refer to the NHS and other statutory services that can provide appropriate support.
- 1.6 Where the conduct of the student leading to the concern is also a misconduct offence under the Student Conduct Regulations, it is anticipated the misconduct aspect will be concluded before Support to study is assessed. Where necessary a student may be temporarily suspended from their programme or study and / or restricted from campus pending a Support to study process. Every reasonable effort will be taken to advance the process promptly and to not disadvantage the student.

## **2. DEFINITION OF SUPPORT TO STUDY**

- 2.1 If students meet meet the academic requirements detailed in the [Attendance and Academic Regulations](#) - in particular requirements related to attendance, participation in teaching and

learning activities, submission of coursework and assessments and participation in field work where relevant – they will be considered to be engaged with their studies.

Students will be considered fit to study if they can consistently and practically undertake their academic studies as required by their degree programme in a way that does not present risk to or serious concern about them or risk to other members of the College community.

Students may self-identify as not fit to study or participate through an [interruption of studies, a change of mode of attendance](#) or through the submission of [Extenuating Circumstances](#).

2.2 A concern about a student's fitness to study may also be raised by another party including School Academic or Administrative staff, Professional Services staff or another student. A cause for concern about a student's fitness to study may relate to a wide range of concerns including, but not limited to failure to engage with academic studies; failure to undertake fieldwork where relevant; and issues including:

- Severe health issues (physical or mental)
- Severe health concerns including lack of management or understanding of these concerns
- Violent, indecent, disorderly, threatening, or aggressive behaviour
- Situations where the health and wellbeing of students, staff or the wider campus community may be at serious or immediate risk
- Drug, Alcohol, Substance abuse or misuse
- Failure to meet conditions placed about a Support to return after a period of absence (where applicable)
- Extended interruption of studies requests or evidence that Extenuating Circumstances have become a long term difficulty
- Behaviour or conduct that would ordinarily be dealt with as a misconduct issue but where that student's behaviour may be a demonstration of an underlying physical or mental health illness

2.3 All concerns by a third party should be escalated or referred to the relevant services as promptly as possible to enable support to be put in place and to avoid a high risk crisis situation. In the event of crisis situation or an emergency staff or students should consult the [College advice on gaining help](#) with an emergency or contacting campus security.

2.4 Where there is an immediate risk or similarly urgent situation (e.g. where a student poses a risk to themselves or others) the College may take steps to temporarily suspend or restrict a student and / or to contact their next of kin or an emergency contact.

### **3. SUPPORT FOR STUDENTS**

3.1 Students are strongly encouraged to seek support from relevant services at all stages of these processes. These services include the Wellbeing department, their Personal Tutor, the student's GP or other medical practitioner or therapist, and the Students' Union Advice Centre.

3.2 Students seeking advice and guidance on the process being followed should consult with the Students' Union Advice Centre.

3.3 If the outcome of a Support to Study Panel is the student's de-registration at the College the student will retain the right to consult with the College and Students' Union's pastoral and administrative services for a period of up to three months from the date of the outcome letter to support transition and adjustment.

### **4. STAGE 1: STUDENT CASE REVIEW**

- 4.1 When a cause for concern has been raised about a student the first stage is for initial student case review. The student will be invited to meet with an appropriate member of staff (for example, Personal Tutor, Academic staff, an Adviser from the Wellbeing Department) about their situation, health and wellbeing or conduct. It is possible the student will be unaware they are of concern and so the concerns will need to be clearly explained to the student. The member of staff will be responsible for convening the meeting and taking appropriate notes. Students may be accompanied
- 4.2 The student should be advised by what support options are available to them. Where appropriate, reasonable adjustments should be put in place through the Disability & Dyslexia Services, with advice from the Academic Quality and Policy Office, and in accordance with the Equality Act 2010. The student should be informed about the relevant pastoral and support services available to them, in particular the Wellbeing department, CeDAS, and the Students' Union Advice Centre and / or to seek a consultation with their GP or other healthcare professional.
- 4.3 The meeting discussions and agreed actions should be recorded in written form and shared with the student with an agreed date for further review. The record should confirm the student's responsibility to take proactive steps to resolve the concerns. A review of the student's case should normally take place no longer than two weeks after the initial meeting and with a written record of this review. In the majority of cases the cause for concern will be resolved at this stage.
- 4.4 Records of these meetings and agreed actions will be sent to the student within five working days of the meeting taking place, or as soon as reasonably practicable thereafter. This record will include a statement that failure from the student to take proactive steps to follow the agreed actions and / or to attend the final review meeting will normally lead to a referral to a Case Conference for consideration of a Fitness to Study Panel.
- 5. STAGE 2: CASE CONFERENCE**
- 5.1 If the student has not completed the agreed actions or if additional serious causes for concern have been raised the process should move to step 2 and a Case Conference will be convened. A review of the case, led by a Case Conference Lead (a Senior Wellbeing Manager or nominee) (the "Case Conference Lead"), will be undertaken by relevant staff, which might include a selection of the following individuals: Staff from the Wellbeing department; a representative from the NHS GP Surgery team on campus; a Personal Tutor, an academic or a School Manager.
- 5.2 The student will be made aware of the case conference and the causes for concern one week in advance and will be invited to attend. They may be accompanied by a student or staff member of the College. If the student wishes to be accompanied by an individual who is not a member of the College they should notify the Case Conference Lead as soon as possible (whose decision on this matter will be final).
- 5.3 The Case Conference Lead will lead a discussion of the steps already taken and the student will be asked to respond why they have not completed the agreed actions. After the student has responded they will be asked to leave the Case Conference and the conference participants will consider whether a developed support and action plan is required for the student or whether the case should be referred to the Fitness to Study Panel. There is provision for specialists (for example a GP or Mental Health Practitioner) to be consulted in order to assess evidence provided by the student regarding their physical or mental health and / or to provide a professional opinion.
- 5.4 If the case conference determines a developed support and action plan is required this will be written by the Case Conference Lead with input from all teams who will be supporting the plan. This record will include a statement that failure by the student to demonstrate action to follow the agreed steps will lead to a referral to the Fitness to Study Panel. The plan will state the

College's expectations, the steps required from the student and will confirm agreed support from the College. The student will be informed of this by letter.

- 5.5 The Case Conference Lead will nominate someone to have responsibility for monitoring engagement by the student with the plan and for recording any failure by the student to engage or participate. Monitoring will include an agreed review date and a reiteration that failure to comply with the agreements will lead to a referral to the Fitness to Study Panel.

## **6. STAGE 3: FITNESS TO STUDY PANEL**

- 6.1 A referral to the Fitness to Study Panel can be made by the Case Conference Lead if (i) the recommendation from the Case Conference was for an immediate referral; (ii) there is a failure from the student to comply with the developed support and action plan from the Case Conference; or (iii) where there is an immediate risk or similarly urgent situation (e.g. where a student poses a risk to themselves or others) that does not require an emergency response
- 6.2 The referral will be made to the Head of Student Advisory & Wellbeing (& Student Conduct Officer) by the Case Conference Lead with a written report of the issues of concern, the steps taken to address the concern, the impact of the student's health and wellbeing to themselves, other students, staff or other members of the College community. After a referral to the Fitness to Study Panel the College may consider whether a Campus Exclusion & Restriction Order or temporary suspension from studies pending the hearing is required. A Campus Exclusion & Restriction Order could be placed following the guidance within the Student Conduct Regulations and signed by an Authorised Officer (as listed in the Student Conduct Regulations).
- 6.3 If agreement is given by the Head of Student Advisory & Wellbeing to convene a Fitness to Study Panel, the student will be notified in writing that the panel is to take place and that the outcome could result in the interruption or termination of their registration at the College.
- 6.4 The panel will be organised by the Wellbeing Department and an independent panel secretary nominated – usually the Conduct & Investigations Adviser. The Fitness to Study Panel will be chaired by a Director or Head of Professional Services and the panel will include the (i) an academic member of staff; (ii) a member of professional services staff. A member of the Academic Quality & Policy Office or Student Administration will be invited to attend so the panel have access to guidance on academic processes. The Case Conference Lead will be invited to attend the panel and may be accompanied by another participant from the Case Conference. The student will be invited to attend the panel and may be accompanied by another member of College or the Students' Union. Consideration will be given to the student being accompanied by a parent or supporter if a request is made to the panel secretary by the student.
- 6.5 The panel procedure will follow the principles of the hearing processes defined by the Student Conduct Regulations. The panel will consider the referral report from the Case Conference Lead, the response from the student, and may ask questions to all those present. In circumstances where the student is unable to attend the panel hearing the panel may consider their findings based on the documents provided by the Case Conference Lead and the student.
- 6.6 After hearing the case the panel will take one or more of the following actions:
- (i) Decide there is no case to answer and that the student may continue their studies.
  - (ii) Put in place a revised managed study plan.
  - (iii) Require the student to interrupt their studies and leave the College until conditions set by the panel are met by the student and evidence is provided to the satisfaction of a nominated senior member of staff.



- (iv) Require the student to interrupt their studies or leave the College for a fixed period (for example the remainder of the academic year or one academic year) or impose a suspended interruption with the option to delegate the authority to end the student's registration to a specified senior member of staff should the student break the conditions set by the panel.
  - (v) De-register the student or impose a suspended de-registration with the option to delegate the authority to terminate the student's registration to a specified senior member of staff should the student break the conditions set by the panel.
- 6.7 For guidance on the findings and outcomes of a Fitness to Study Panel, please see Appendix 1. Appropriate support will be offered to the student to support their engagement with the actions. When the student is not present at the Fitness to Study Panel it is expected that only in the most exceptional cases that the panel should terminate the student's registration. To request the termination of studies in exceptional cases the panel should ensure they are in receipt of clear, professional and independent evidence that the student is unlikely to be considered fit to study for the foreseeable future.
- 6.8 Following the Fitness to Study Panel the Chair will communicate, via the Secretary, the outcome to the student in writing, including the decisions for the outcome and details of the appeals process. Where the panel has agreed the ending of the students' registration the panel's finding is invoked immediately and remains in place until the outcome of any appeal lodged. Where the panel agrees a Campus Exclusion & Restriction Order the secretary will inform the Student Conduct Officer who will prepare and communicate the CERO.
- 6.9 In an emergency situation the College may take steps under the Student Conduct Regulations to temporarily suspend or restrict a student from aspects of student life pending a fitness to study panel. A full Fitness to Study Panel will be convened as soon as is practicable after the immediate risk is managed by the emergency process.
- 7. APPEAL AGAINST A FITNESS TO STUDY PANEL OUTCOME**
- 7.1 To exercise their right to appeal the student will submit an appeal, in writing, to the secretary of the panel within fifteen working days of the date of the letter notifying them of the outcome. The student must clearly explain the reasons for appeal which may be one of more of the following grounds:
- (a) The procedures were not followed properly
  - (b) There is bias or reasonable perception of bias in the procedure
  - (c) The decision maker(s) reached an unreasonable decision
  - (d) The student has new material evidence that they were unable, for valid reasons, to provide earlier in the process
  - (e) The penalty imposed was disproportionate or not permitted under the procedure
- 7.2 The Appeals Panel will consist of at least two members of staff who have not previously been involved to ensure independent consideration of the case. There should also be appropriate representation from the Students' Union (for example a Sabbatical Officer) to represent student voice. The Chair of the Appeals Panel should be from the Principal's Office (Deputy Principal, Senior Vice-Principal or Vice Principal).
- 7.3 The student will be advised of the outcome of the appeal in writing with an explanation of the reasons for the decision. The student will have completed the College's internal processes and

will also be issued with a Completion of Procedures letter which will enable them to consider taking their appeal to the Office of the Independent Adjudicator for Higher Education.

## FURTHER INFORMATION AND GUIDANCE

If anyone considers that this Policy has not been followed or for further information on the interpretation and application of the policy please contact the code of conduct owner.

Policy Owner	Head of Student Advisory & Wellbeing
Approving Body	Executive Board
Version number	3
Related policies, procedures and guidelines	(i) Student Conduct Regulations (ii) Student General Regulations (iii) Attendance Monitoring Policy (iv) Guidance on the submission of extenuating circumstances (v) <i>Science Faculty Support for Field Studies Guide.</i>
Reviewed by	Wellbeing, Student & Academic Services Academic Board Legal & Compliance Student Administration
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## APPENDIX 1: GUIDANCE ON THE FINDINGS AND OUTCOMES OF A FITNESS TO STUDY PANEL

A Fitness to Study Panel will normally be expected to consider the following in order to agree the outcome:  
*Is the student considered fit to study without putting their safety and wellbeing at risk or that of other students, staff or other members of College community?*

- If the answer to the above question is 'yes', the Panel should accompany their findings with advice about the support available and recommend steps the student can take to avoid further Fitness to Study considerations. The Panel may require that a managed study plan be put in place or endorse the existing support plan agreed at the Case Conference.
- If the answer to the above question is 'yes', but only with the student's adherence to the terms of a managed study plan, the Panel should check with the School programme and Wellbeing department the support that the student will require can be provided by the College on a continuing basis or, if not by the College, by external support networks such as the NHS. The student should be made aware that a continuation of the concerns that led to the initial referral could lead to a new referral to a Fitness to Study Panel.
- If the answer to the above question is 'no', when might the student be fit to study?
- If the answer to the above question is 'within a period that can be specified', then having taken advice from the School and Wellbeing, the Panel should recommend a managed study plan that may include a brief period of a required interruption of studies, and a return to study assessment. An agreed level of support should be provided to the student through any period of interruption.

- If the answer to the above question is 'not for the foreseeable future', then, again having taken advice from the School and Wellbeing, the Panel should find accordingly and recommend closing the student's registration at the College.

## **POSSIBLE OUTCOMES**

**Closing College registration:** Where a Fitness to Study Panel concludes there is evidence that there is no realistic prospect that the student will regain their fitness to study in the foreseeable future, the panel will recommend that the student's academic registration is ended. The Panel may choose to attach to this recommendation a comment on how a subsequent application by the student to enrol on the same programme or another programme at the College could be made, and whether the student should be required to complete a specified return to study assessment linked to the concern that led to the initial referral to the Panel in order to demonstrate their suitability to return to study. This may require input and advice from the Admissions team to ensure the Admissions Policy is strictly adhered to. Where the finding of a Fitness to Study Panel is that the student's registration be ended, this outcome is immediately processed. If the student does not lodge an appeal within the specified time limit against a recommendation by a Fitness to Study panel that their registration be ended, the Secretary to the Panel will send a Completion of Procedures letter. If appropriate the Director of Student Administration will ensure the student receives the interim or alternative academic award to which they are entitled and a copy of their transcript or equivalent.

**Required Interruption of Studies:** A Fitness to Study Panel may consider a student's wellbeing and safety, or the wellbeing or safety of other students, staff, and third parties can only be achieved by requiring the student to interrupt their studies for a defined period. In these cases the defined period will be specified after consultation with student's Academic School and the Academic Quality & Policy Office and will not normally exceed one year. The interruption will conclude when the concern that triggered the initial referral to the Panel has been addressed (as shown by the student's successful completion of a specified return to study assessment for Support to study). Where a Fitness to Study Panel receives specialist advice that a student will be likely to regain their Support to study with rest, recuperation, or by undertaking specified treatment or therapy, the Panel may recommend an interruption of the student's studies or recommend the extension of an existing interruption. Interruption of studies is normally agreed as part of a Managed Study Plan and at its conclusion requires the student to complete a specified return to study assessment that is linked to the behaviour or concern that triggered the initial reference to the Panel. A Fitness to Study Panel may recommend that a Campus Exclusion & Restriction Order is placed for the duration of a student's time away from the College. It is anticipated this option would only be required to be considered in a small number of cases.

**Revised Managed Study Plan:** A revised Managed Study Plan will be formulated with input from the panel outcomes and agreements, the Case Conference Lead, the Academic School and the Wellbeing department. The support available should be central to the plan and should involve discussion with the student and their supporters / accompanying person. There should be agreement about adjustments (where required) to the student's participation in their academic work, the level and manner of engagement required, appropriate expectations of behaviour, presentation or conduct and confirmation of the agreed support from College or external services. The Managed Study Plan will also record how the plan will be monitored and followed up with time scales for progress to be made.

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