

## ORDINANCES

### 1. DEFINITIONS

1.1. In the Ordinances, Regulations and Rules of the University, words shall have the same meaning as in the Charter and Statutes, unless the context be repugnant thereto. Where a post is specified, it shall include any person duly authorised to act in place of the post-holder, such that 'Vice-Chancellor' shall include the Deputy Vice-Chancellor or a Pro-Vice-Chancellor or other person duly authorised to act in place of the Vice-Chancellor, 'Standing Order' shall mean any enactment of any University body for the purpose of governing of its own procedure or that of its committees or the method of election thereto. 'Curriculum' shall mean a complete course of study prescribed as a qualification for a degree or University distinction. 'The SU' shall mean The University of Bath Students' Union. 'Academic Staff' shall have the same meaning as is set out in Section 1 of the Statutes save in relation to Ordinances which incorporate a reference to Section 25 of the Statutes in which case the definition of 'Academic Staff' shall have the same meaning as is set out in Section 25.3(1)(a) and Section 25.3(2) of the Statutes.

1.2. Footnote: Statute 1.5 makes enabling provision for periodic changes in the title of an organisational unit or office without changing the terminology used in the Statutes. The terminology used in the Ordinances has been revised to reflect the Faculty-based academic structure which was introduced in August 1997 and will not always be defined in the Charter and Statutes or necessarily have the same meaning as in the Charter and Statutes. This terminology includes the words 'Faculty', 'School', 'Department', 'Dean', 'Head of School' and 'Head of Department'.

### 2. THE DEANS AND DEPUTY DEANS OF FACULTIES, THE HEADS AND DEPUTY HEADS OF SCHOOLS AND THE HEADS OF ACADEMIC DEPARTMENTS

2.1. The Dean and Deputy Dean of a Faculty, and the Head and Deputy Head of a School shall be appointed by the Council after consideration of a report from a Joint Committee of the Council and the Senate comprising three members from each body, in addition to the Vice-Chancellor.

2.2. Of the members of the Joint Committee at least one of the three appointed by the Council and one of the three appointed by the Senate shall not be a Dean or Deputy Dean of Faculty, a Head or Deputy Head of a School or a Head of a Department.

2.3. The Chair of the Joint Committee shall be the Vice-Chancellor.

2.4. The Dean and Deputy Dean of a Faculty and the Head and Deputy Head of a School shall be appointed for a term of office approved by Council and shall be eligible for re-appointment.

### **3. DIRECTORS OF TEACHING AND DIRECTORS OF STUDIES**

3.1. Directors of Teaching and/or Directors of Studies may be appointed in a Department or School. They are normally appointed by the Board of Studies.

*[Ordinance 4 has been removed.]*

### **5. THE UNIVERSITY LIBRARIAN**

5.1. The University Librarian shall be responsible to the Vice-Chancellor and Senate for the management and administration of the University Library.

### **6. THE COURT**

This Ordinance should be read in conjunction with the provisions of Section 13 of the University Statutes and the Framework for Elections and Appointments to Court (“the Framework”).

6.1. The 14 members of Court who are current members of staff of the University shall be appointed as follows:

- a. The Chair of the Academic Assembly ex officio;
- b. Six members of the Senate, as follows:
  - i. Three elected professorial members of the Senate, elected by secret ballot under the direction of the Secretary to Senate and in accordance with the Framework;
  - ii. Three elected non-professorial members of the Senate, elected by secret ballot under the direction of the Secretary to Senate and in accordance with the Framework;
- c. Seven members of professional services staff elected by secret ballot under the direction of the Secretary to Court and in accordance with the Framework. These members will be elected according to the following proportions:
  - i. Two members of staff from the Management Specialist and Administration job family;
  - ii. Two members of staff from the Operations and Facilities Support job family;
  - iii. Two members of staff from the Technical and Experimental job family;
  - iv. The member of professional services staff who received the highest number of votes of any candidate unsuccessful in categories (i), (ii) or (iii), above.

- 6.2. The 14 members of Court who are current students or Students' Union officers of the University shall be appointed by Council on the recommendation of the Nominations Committee, as follows:
- a. The Students' Union officers; and
  - b. As many elected post-holders from within the Students' Union as are required to bring the total number of student representatives on Court up to 14, on the recommendation of the incoming President of the Students' Union.
- 6.3. The six members of Court who are office holders in the University shall be appointed as follows:
- a. The Vice-Chancellor, ex officio;
  - b. Five further senior office holders, appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.
- 6.4. The six members of Court who are members of the University Council shall be appointed as follows:
- a. The Chair of Council, ex officio;
  - b. The Treasurer, ex officio;
  - c. The Senior Independent Director, ex officio;
  - d. Three other lay members of Council appointed by Council on the recommendation of the Nominations Committee.
- 6.5. The ten members of Court who are Emeritus Professors of the University shall be elected by the Emeritus Professors by means of secret ballot under the direction of the Secretary to Court and in accordance with the Framework.
- 6.6. The six members of Court drawn from the University's alumni community shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.
- 6.7. The six members of Court who are representatives of local and regional elected bodies shall be appointed as follows:
- a. The Member of Parliament for Bath;
  - b. The Mayor of Bath;
  - c. From Bath and North East Somerset Council:
    - i. The Leader of the Council or nominee, and
    - ii. The Chair of the Council, or nominee.
  - d. From the West of England Combined Authority:

- i. The Mayor of the Combined Authority or nominee, and
- ii. The Chair of the West of England Local Enterprise Partnership or nominee.

6.8. The eight members of Court who represent communities of strategic importance to the University shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.9. The six members of Court who represent local and regional educational institutions or trusts shall be appointed as follows:

- a. The Vice-Chancellor of Bath Spa University, or their nominee;
- b. The Principal and Chief Executive Officer of Bath College, or their nominee; and
- c. Four heads of state-funded schools or academies, and/or chief executive officers to multi-academy trusts or their nominees, appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.10. The five members of Court who represent research funders and business partners shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.11. The five members of Court who represent employers, placement providers and professional bodies shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.12. The four members of Court who are members of the University's international stakeholder community shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.13. The three members of Court who represent the campus trade unions but who are not members of the University shall be appointed by Council on the recommendation of the Nominations Committee in accordance with the Framework.

6.14. The Framework is subject to initial approval by Council after consultation with Senate. Amendments to the Framework for Elections and Appointments to Court can be proposed by Court, Senate or Council and are subject to approval by Council.

## **7. THE COUNCIL**

### **7.1. Election of Two Members of the Senate by the Senate to serve on the Council**

- (a) The election of two Members of the Senate by the Senate to the Members of the Council shall be conducted by secret ballot in accordance with such procedure as the Senate shall prescribe.
- (b) Members of Council elected by Senate who are subsequently appointed to posts of either Pro-Vice-Chancellor or Dean be required to resign their elected membership of Council. Persons in attendance at meetings of Council shall not be included in this election.
- (c) Members of Senate elected to Council shall serve for a term of three years and may complete that term notwithstanding the expiry of their term on Senate, providing that they remain a member of the Academic Assembly.

## **7.2. Election of One Member of Senate by the Academic Assembly to serve on the Council**

- (a) The Academic Assembly shall elect a person to fill the vacancy on the University Council in accordance with sub-paragraph c(ii) of paragraph 1 of Section 16 of the Statutes for a term of three years and may complete that term notwithstanding the expiry of their term on Senate, providing that they remain a member of the Academic Assembly.
- (b) The candidates in this election shall be all those members of Senate elected in accordance with Ordinance 8.9(b) who are not otherwise members of Council and whose period of office on Senate extends for at least one complete session subsequent to the election.
- (c) The Secretary to Council shall issue a voting paper giving the names of the candidates as defined in (b) above to all members of the Academic Assembly.
- (d) The votes shall be counted under the direction of the Secretary to Council.
- (e) Members of Council elected by Academic Assembly who are subsequently appointed to posts of either Pro-Vice-Chancellor or Dean be required to resign their elected membership of Council.

## **7.3. Election of Two Members of Professional Services Staff to serve on the Council**

- (a) Members of staff who are not members of the Academic Assembly and who are on a full-time or fractional contract shall elect a person to fill the vacancy on the University Council in accordance with sub-paragraph c (iii) of paragraph 1 of Section 16 of the Statutes for a period of three years, or such lesser period as the person elected remains a member of University staff but is not a member of the Academic Assembly. These members of staff are hereafter referred to as 'professional services staff.
- (b) Any member of professional services staff and who is on a full-time or fractional contract is eligible to stand for election to Council in this election.

- (c) When there is a vacancy for a member of professional services staff to serve on Council, the Secretary to Council shall give notice to members of professional staff by inviting seconded nominations for election to be submitted to the Secretary to Council not later than a specified date. Staff may suggest themselves for election but require both a separate proposer and seconder, all of whom must be eligible to vote.
- (d) After receipt of nominations the Secretary to Council shall provide to all members of professional services staff and who are on a full-time or fractional contract voting instructions, the names of the candidates nominated and the latest date by which votes must be cast.
- (e) The votes shall be counted under the direction of the Secretary to Council.

## **8. THE SENATE**

### **8.1. Powers, Duties and Functions:**

Subject to the Charter, Statutes and Ordinances, the Senate is the principal body responsible for the strategic development of the academic activities of the University, including teaching, research, and knowledge exchange, and the regulation, governance, standards and quality assurance of the academic work of the University. Its responsibilities include:

- a) To determine and review regularly the policies and Regulations governing:
  - i. the University's programmes leading to degree awards and qualifications, and other educational provision;
  - ii. the conduct of research and also knowledge exchange;
  - iii. the ethical conduct of academic activities;
  - iv. the appointment, probation and promotion of academic staff;
  - v. academic roles; and
  - vi. the welfare and discipline of students.
- b) To ensure that the University is compliant with all relevant external regulatory requirements insofar as they concern its responsibilities under the Charter, the Statutes and the Ordinances.
- c) To develop the academic strategies of the University and to scrutinise the academic (teaching, research, and knowledge exchange) strategic plans of any part of the University and make recommendations to the Council for approval.
- d) To raise issues of major and strategic academic importance and risk to the University.
- e) To approve policies to support and foster academic freedom in relation to the academic activity of the University and to report to the Council on matters of concern in relation to the provision of academic freedom.
- f) To exercise all such powers, duties and functions as are or may be conferred on the Senate by the Charter, these Statutes or the Ordinances.
- g) To make representation to the Council on all Statutes or Ordinances or proposed changes of the Statutes or the Ordinances and on any academic matter.

8.2. The Senate has authority to make such Regulations as are necessary to fulfil its

powers, duties and functions.

- 8.3. The Senate may delegate any of its functions, duties and powers (other than its power to make Regulations and provide effective oversight of the University's Quality Assurance processes) to committees appointed by it or to its officers as it sees fit, and such committees and individuals may further delegate unless the Senate has provided to the contrary.

#### **8.4. Powers:**

The specific powers of Senate include:

- a) To institute, and regulate schemes of study and examinations leading to, Degrees, Diplomas, Certificates and other academic awards of the University, and grant such to persons who have satisfied the conditions of the award thereof as prescribed in these Ordinances.
- b) To institute and then, after consideration jointly by the Council and the Senate, grant Honorary Degrees.
- c) To recommend to the Council the names of persons, who in the opinion of the Senate, should be deprived of any Degrees, distinctions or titles, Diplomas or Certificates, conferred on or granted to them by the University, and from whom all privileges connected therewith should be withdrawn.
- d) To oversee, and to determine from time to time by means of Regulation, policies and procedures for student health, wellbeing and fitness to study, conduct and disciplinary matters, fitness to practise and professional suitability, academic misconduct, academic appeals and students' complaints, and delegate associated operational responsibilities to relevant academic sections and professional services departments of the University.
- e) Subject to section Statute 27, to suspend, discipline, exclude or expel any student in accordance with the provisions of any Regulation from time to time made under this Ordinance.
- f) To confer the titles of Emeritus Professor, Honorary Professor, Reader or Lecturer, or other such titles.
- g) To institute, subject to any conditions acceptable to the Senate, Fellowships, Studentships, Scholarships, Exhibitions, Bursaries, Prizes and other such grants, for the encouragement of study and research; and to determine the times, modes and conditions of competition and to examine for and award the same, or to delegate these powers.
- h) To institute an academic (including teaching and research) ethics framework to maintain schemes to ensure ethical conduct and academic integrity within the University meet the University's standards and external standards where required.
- i) To formulate, modify or revise schemes for the organisation of teaching and research via academic sections of the University, and review from time to time the working of such schemes. The Senate may also make recommendations to the Council to institute, combine or discontinue any academic (teaching or research) sections of the University.
- j) To review, amend, refer back or to disallow any act of any academic section of the University.
- k) To establish Committees and Joint Committees of the Senate as required.

- l) To prescribe the academic dress to be worn by the Officers and Members of the University, and the occasions on which it shall be worn; and to determine the form and conduct of all academic ceremonies.
- m) To appoint and elect members of the Senate to be members of the Court and the Council as provided for under sections 13 and 16 of the Statutes.
- n) To co-opt members of the Senate as provided for in these Ordinances.
- o) Except as otherwise provided, to appoint representatives of the University to other bodies.
- p) To elect members to the Joint Committees referred to in section 3 of the Statutes regarding appointment of the Chancellor.
- q) Jointly with the Council, to agree the procedures for the appointment and renewal of the Vice-Chancellor, Deputy Vice-Chancellor and Provost, Pro-Vice-Chancellors, Vice-Presidents with an academic remit, Faculty Deans and Heads of School.

### **8.5. Duties and Functions:**

The specific duties and functions of the Senate include to regulate all academic matters affecting the academic policy of the University, considering and approving recommendations from the Senate Committees regarding:

- a) The introduction and withdrawal of new modules or programmes of study leading to the award of a University Certificate, Diploma or Degree of the University.
- b) The entrance and continuation requirements for programmes of study and research within the University.
- c) The conduct of assessments and examinations, including issues relating to mitigating circumstances and re-assessment opportunities, and rescinding any award that may have been made to a person who subsequently qualifies for a higher award within the same scheme of study (where a scheme of study provides for more than one academic award).
- d) The appointment of internal and external examiners and to determine their conditions of appointment and service.
- e) The determination of the conditions under which and the extent, if any, to which periods and programmes of study and examinations passed at other universities, places of learning and other institutions, may be regarded as equivalent to periods and programmes of study, assessment and examinations in the University.
- f) The recommendation or reporting to the Council on any financial implications of the academic policy of the University, accounting for the views of the academic areas of the University concerned.
- g) The training and development of staff charged with:
  - i. teaching, assessing course work and examining students, including graduate teaching assistants and research fellows;
  - ii. postgraduate research student supervision;
  - iii. the technical or administrative support of teaching;
  - iv. personal tutoring; (e) welfare support for students; and
  - v. investigating complaints, appeals and student misconduct and chairing or serving as a member of the associated hearing panels.
- h) The arrangements for the tuition, supervision, assessment, welfare and discipline of students studying at another institution as part of their University programme of study.



- i) The establishment or termination of collaborative academic partnerships (teaching or research) with other bodies in the UK or abroad.
  - j) The scheduling and reporting of periodic reviews of taught programmes (undergraduate and postgraduate) and postgraduate research programmes and the appointment of the chairs and members of the review panels.
- 8.6. The Senate shall scrutinise academic performance against student-related (undergraduate, postgraduate taught and postgraduate research) measures of success relating, for example, to the following matters and investigate any arising risk and matters of concern: student recruitment, retention and completion rates; graduate outcomes; equality and diversity in the student populations, including issues relating to widening access; uptake of bursaries and scholarships; student complaints, appeals and student misconduct; and student survey data.
- 8.7. The Senate shall scrutinise academic performance against academic staff-related measures of success relating, for example, to the following matters and investigate any arising risk and matters of concern: teaching, research and knowledge exchange performance; equality and diversity in the academic staff population; recruitment, retention and career progression of academic staff; academic staff training, misconduct and appeals; academic staff awards and recognition; and staff survey data.

#### **8.8. Composition:**

The Senate shall consist of the following ex-officio members:

- a) The Vice-Chancellor (Chair of the Senate); (1)
  - b) The Deputy Vice-Chancellor and Provost; (1)
  - c) The Pro-Vice-Chancellors; (3)
  - d) The Faculty Deans and Dean & Head of School of Management; (4)
  - e) The Chair of the Academic Assembly; (1)
  - f) The University Librarian (1);
  - g) The President, the Education Officer and the Postgraduate Officer of the Students' Union; (3)
- 8.9. The Senate shall elect members, as follows, from across the University to reflect the constituent parts of the University. Elected members will bring their individual experiences and expertise to the Senate while having the duty to represent the University's interests as a whole.
- a) There shall be 12 Professors of the Academic Assembly with no fewer than two from each Faculty and School elected in accordance with these Ordinances by the members of the Academic Assembly. (12)
  - b) There shall be 12 non-professorial members of the Academic Assembly with no fewer than two from each Faculty and School elected in accordance with these Ordinances by the members of the Academic Assembly. (12)
  - c) One student elected by the Students' Union from among its members. (1)

8.10. ***[Ordinance 8.10 has been removed.]***

- 8.11. The terms of membership are as follows:
- a) Ex-officio members shall remain members only while holding the offices that entitled them to become members.
  - b) Apart from the elected student member, elected members shall remain members (even if promoted to category 8.9 (a) from another category) until the end of the third year following their election (or for such shorter period as the Senate may determine) and shall be eligible for re-election for one further term not exceeding three years. Thereafter, such a member shall not be re-elected for membership without one year's break in membership.
  - c) An elected student member shall hold office for one year and shall be eligible for re-election.
  - d) A member of the Senate may resign at any time by writing addressed to the Secretary to Senate.

- 8.12. The election and appointment of members to the Senate shall be governed as follows:
- a) Persons eligible to be elected are full members of the Academic Assembly.
  - b) Assuming there is an elected vacancy, an election shall be held once in each year.
  - c) For members to be elected from the Academic Assembly, the Secretary to Senate shall give notice of the number and nature of vacancies to all members of the Academic Assembly, and that seconded nominations for election to the relevant categories are to be submitted to the Secretary to Senate not later than a specified date. Staff may suggest themselves for election but require both a separate proposer and seconder, all of whom must be eligible to vote. After receipt of nominations the Secretary to Senate shall provide voting instructions.
  - d) For the avoidance of doubt, all members of the Academic Assembly are eligible to vote for all vacancies within categories 8.9 (a) and 8.9 (b).
  - e) Members of the Academic Assembly have one vote per vacancy within categories 8.9 (a) and 8.9 (b). Where there is more than one vacancy in one category, namely within 8.9 (a) or 8.9 (b) and from a single Faculty or School, then the relevant candidates with the sequentially highest numbers of votes shall be elected to fill the vacancies.
  - f) The votes for members of the Senate elected by the Academic Assembly shall be counted under the direction of the Secretary to Senate. If there is a tie, this will be resolved by drawing lots.
  - g) The elected student member shall be elected by a campus vote.
  - h) If one or more of the vacancies is for an elected member to serve for less than the full term, then the person with the lowest number of votes among those elected shall serve for the shortest period.
  - i) A casual vacancy may be filled by the eligible candidate with next highest number of votes, if there has been an election in the previous six months.

***[Ordinance 9 has been removed]***

## **10. THE BOARD OF STUDIES**

**10.1** The constitution of the Board of Studies of each Faculty shall be as follows:

- (a) The Vice-Chancellor
- (b) The Dean of the Faculty (Chair)
- (c) The Associate Deans of the Faculty
- (d) The Heads of Departments in the Faculty
- (e) Nine members elected by and from the Academic Assembly members of the Faculty (to include at least one from each Department in the Faculty) in accordance with the procedure prescribed in paragraph 10.4 below
- (f) Such persons as the Board may co-opt, not exceeding five in number
- (g) One representative from each other Faculty, appointed by the Faculty, to serve for a period of three years, renewable
- (h) One representative from the School of Management, appointed by the School, to serve for a period of three years, renewable
- (i) Three students (including at least one undergraduate and one postgraduate student) elected by and from the student members of the Faculty
- (j) One SU Officer nominated by the Students' Union
- (k) Head of Learning Partnerships Office or nominee

**10.2** The constitution of the Board of Studies of the School of Management shall be as follows:

- (a) The Vice-Chancellor
- (b) The Dean/Head of the School (Chair)
- (c) The Deputy Dean/Head of the School
- (d) The Associate Deans of the School
- (e) Nine members of Academic Assembly elected by and from the School in accordance with the procedure prescribed in paragraph 10.4 below
- (f) One representative from each Faculty, appointed by the Faculty, to serve for a period of three years, renewable
- (g) Such persons as the Board may co-opt, not exceeding five in number
- (h) Three students (including at least one undergraduate and one postgraduate student) elected by and from the student members of the School
- (i) One SU Officer nominated by the Students' Union
- (j) Head of Learning Partnerships Office or nominee

**10.3** Members of the Board of Studies shall serve for terms of office as prescribed below:

- (a) A student appointed under the provisions of paragraph 10.1 (i) or 10.2(h) shall hold office for a period not exceeding one year at a time, and shall be eligible for appointment for two further periods of one year; thereafter such a member shall not be eligible to serve until one year has elapsed from the date of completion of the term of membership. The SU Officer nominated by the Students' Union shall hold office for one year at a time and shall be eligible for re-appointment.
- (b) The members of the Board elected under the provision of paragraph 10.1(e) or 10.2(e) shall hold office for a period not exceeding three years, and shall be eligible for re-election for one further term of three years: thereafter such a

member shall not be eligible for re-election until one year has elapsed from the date of completion of the term of membership.

(c) Those candidates receiving the most votes in an election held under the provisions of paragraph 10.1(e) or 10.2(e) shall be appointed to the vacancies with the longest terms of office.

(d) The members of the Board co-opted under the provisions of paragraph 10.1(f) or 10.2(g) shall hold office for one year at a time and for a maximum period of three successive years; thereafter, a member shall not be eligible for co-option until a period of one year has elapsed.

**10.4** The election of members of Academic Assembly to serve on a Board of Studies shall be conducted in accordance with the following procedure:

(a) The Secretary to Academic Assembly shall give notice to all members of Academic Assembly in the Faculty/School who are on a full-time or fractional contract of the number of vacancies for which nominations are required and the latest date by which these are to be submitted.

(b) Staff may suggest themselves for election but require both a separate proposer and seconder, all of whom must be eligible to vote.

(c) After receipt of nominations, the Chair of the Board of Studies or nominee shall provide to all members of Academic Assembly in the Faculty/School who are on a full-time or fractional contract voting instructions, the names of the candidates nominated and the latest date by which votes must be cast.

(d) The votes shall be counted under the supervision of the Secretary to Academic Assembly or nominee.

(e) The detailed procedure to be followed in the event of one or more members being accorded an equal number of votes, and all other matters relating to the election shall be prescribed by Standing Orders of Boards of Studies.

**10.5** (Rescinded)

**10.6** The Board of Studies will, as appropriate, invite other persons to attend for specific items of business. These persons will not have voting rights.

**10.7** All other matters relating to the membership of a Board of Studies shall be prescribed by the Standing Orders of Boards of Studies.

**10.8** The functions of Boards of Studies are prescribed in Section 20 of the Statutes.

## **11. THE ACADEMIC ASSEMBLY**

### **11.1 The Chair of the Academic Assembly**

The Chair of the Academic Assembly shall be elected by the Academic Assembly from its own number in accordance with the procedure following in paragraph 11.2.

The Chair shall hold office for a period of three years, and shall thereafter be ineligible for further election for a period of one year.

- 11.2**
- (a) The Secretary to Academic Assembly shall give notice to all members of the Academic Assembly that seconded nominations for the election of Chair are required by the Secretary to Academic Assembly not later than a specified date.
  - (b) After receipt of nominations, the Secretary to Academic Assembly shall provide to all members of Academic Assembly voting instructions, the names of the candidates and the latest date by which votes must be cast.
  - (c) The votes shall be counted under the supervision of the Secretary to Academic Assembly.
  - (d) The detailed procedure to be followed in the event of two or more members having the highest equal number of votes and all other matters relating to the election of Chair shall be prescribed by Standing Orders of the Academic Assembly.

## **12. THE CONVOCATION**

- (a) The register of Members of the University will comprise those persons defined in Section 2 of the Statutes and Ordinance 25.
- (b) All graduates shall be registered as members of Convocation.
- (c) Members of Convocation shall register their addresses as well as their names and shall inform the Department of Development and Alumni Relations of any permanent change of address.
- (d) There shall be a meeting of Convocation at least once per annum, and not more than fifteen months shall elapse between successive meetings.
- (e) The Secretary to Convocation shall give not less than twenty-eight days' notice in writing of a meeting of Convocation and not less than seven days' notice in writing of any business to be transacted thereat.
- (f) A copy of the minutes of every meeting of the Council so far as these affect the Charter, Statutes, Ordinances and Regulations of the University, or the status, position, rights or privileges of graduates of the University, shall be delivered to the Chair of Convocation as soon as possible after promulgation.
- (g) The Chair of Convocation shall be the Chancellor or, in the Chancellor's absence, the senior Pro-Chancellor.

(h) (Rescinded)

**13.** (Rescinded)

**14. DEGREES, DIPLOMAS AND CERTIFICATES IN THE UNIVERSITY**

**14.1** To qualify for a Degree in the University every candidate must have:

- (a) satisfied the entrance requirements as a student of the University in accordance with the Regulations;
- (b) satisfied the entrance requirements for the appropriate course of study as prescribed by the Ordinances and Regulations relating to particular Degrees;
- (c) pursued that course of study for the prescribed period and passed the required examinations;
- (d) paid the tuition fees prescribed as and when required; and
- (e) complied with such other Ordinances and Regulations as may be relevant.

**14.2** (a) The period of study required for the Degree of Bachelor shall be:

- (i) in the case of a full-time course, not less than three academic sessions;
- (ii) in the case of a sandwich-type course, not less than four academic sessions;
- (iii) exceptionally, when Senate shall have approved a part-time course leading to the Degree of Bachelor, and subject to the provisions of Ordinance 14.5, not less than five academic sessions.

(b) The period of study for the Degree of Master shall be not less than twelve calendar months.

(c) The period of study for the Degree of Doctor of Philosophy, the Degree of Doctor of Education, ~~and~~ the Degree of Doctor of Business Administration, the Degree of Doctor of Health, the Degree of Doctor of Engineering, the Degree of Doctor of Clinical Psychology and the Degree of Doctor of Policy Research and Practice shall be not less than twenty-four calendar months.

**14.3** To qualify for a Diploma or Certificate in the University every candidate must have:

- (a) satisfied the entrance requirements for the appropriate course of study as prescribed by the Regulations relating to the particular Diploma or Certificate;
- (b) pursued that course of study for the prescribed period and passed the required examinations;

- (c) paid the tuition fees prescribed as and when required; and
- (d) complied with such other Ordinances and Regulations as may be relevant.

**14.4** Possession of the appropriate qualifications for entry upon any course of study shall not entitle any person to admission to the University or to any particular course of study, and the University reserves the right to accept or reject any applicant.

**14.5** Subject to the provisions of the Charter and Statutes, the Senate may permit students who have attended courses of study or passed examinations at other Universities or places of learning to count these courses of study and examinations as equivalent to such courses of study and examinations in this University as the Senate shall determine, provided that no Degree, Diploma or Certificate of the University shall be awarded to any person unless:

- (a) They have satisfied the examiners in accordance with the relevant regulations;
- (b) They have pursued an approved course of study or research in the University or an approved institution extending over at least one academic session on a full-time basis or at least two academic sessions on a part-time basis or with the special permission of the Senate pursued a course of study or research, and completed a period of attachment, approved by the Senate on the advice of the Board of Studies concerned.
- (c) They have certified in writing if required to do so by the University that they have not made a contract (whether written or verbal) or given an assurance to a third party in a form which is in any way at variance with the conditions of enrolment and (where applicable) with conditions of study contained in the letter of admission to the University.

**14.6** The Degrees (other than Honorary Degrees), Diplomas, Certificates, Fellowships, Scholarships, Prizes and other distinctions of the University shall be granted and conferred by the authority of the Senate.

**14.7** Any Degree of the University may be granted and conferred by the authority of Senate on any person who has been admitted to the same or an equivalent Degree of another University.

**14.8** If a candidate is prevented by illness or other sufficient cause from presenting for or completing a final examination for a Degree, Diploma or Certificate, the Senate may, upon the recommendation of the Board of Studies concerned and upon such other conditions as it shall think fit, award a Degree (with or without Honours), Diploma or Certificate provided that the candidate shall not be placed in a class or division.

This clause shall not exempt a candidate from presenting a thesis where such is prescribed.

Application for consideration for the grant of an Aegrotat Degree, Diploma or Certificate must be made by the candidate, or the candidate's Tutor acting on the candidate's behalf, in writing to the Director of Academic Registry not later than one week after the end of the written examination.

Applicants for an Aegrotat Degree, Diploma or Certificate will be required to submit a medical report, obtained at their own expense.

This type of award should be recommended when it is the collective view of the Board of Examiners that the candidate so endowed possesses the same level of knowledge, skills and understanding as would have been demonstrated if the candidate had completed final examinations. It is therefore implicit that the candidate would have normally completed a substantial proportion of the final year of study.

- 14.9** If a candidate dies before presenting for or completing a final examination for a Degree, Diploma or Certificate, the Senate may, upon the recommendation of the Board of Studies concerned and upon such other conditions as it shall think fit, award a Degree (with or without Honours), Diploma or Certificate provided that the candidate shall not be placed in a class or division.

Application for consideration for the posthumous grant of an Aegrotat Degree, Diploma or Certificate must be made by the candidate's Tutor, with the permission of the candidate's family or next of kin, in writing to the Director of Academic Registry.

This type of award should be recommended when it is the collective view of the Board of Examiners that the candidate so endowed possessed the same level of knowledge, skills and understanding as would have been demonstrated if the candidate had completed final examinations. It is therefore implicit that the candidate would have normally completed a substantial proportion of the final year of study.

- 14.10** Graduates shall be presented at a Congregation of the University to be held for that purpose at such time and place as may be determined provided that a Congregation shall be held at least once a year and shall be presided over by the Chancellor or, in the Chancellor's absence, by the Vice-Chancellor or, in the absence of both, as set out in Section 7.3 of the Statutes.
- 14.11** Graduates shall be presented by the Chair of the Board of Studies concerned— **or, for doctoral graduates, normally by the relevant Dean of the Faculty/School.**
- 14.12** Recipients of Honorary Degrees shall be presented by senior members of staff or members of University Council appointed by the Honorary Degrees Committee. The Chair of the Honorary Degrees Committee may also appoint other presenters in specific cases if appropriate.
- 14.13** No honorary degree shall be conferred in absentia except in posthumous circumstances or by resolution of the Senate.



**14.14** No person shall be admitted to a Degree or granted a Diploma or Certificate unless the tuition fees prescribed have been paid.

**14.15** The following degrees may be granted and conferred by the authority of Senate:

Foundation Degree in Arts: FdA  
Foundation Degree in Science: FdSc

Bachelor of Architecture: BArch  
Bachelor of Arts: BA  
Bachelor of Engineering: BEng  
Bachelor of Pharmacy: BPharm  
Bachelor of Science: BSc

Master in Science: MSci

Master of Architecture: MArch  
Master of Arts: MA  
Master of Biochemistry: MBiochem  
Master of Biology: MBiol  
Master of Biomedical Sciences: MBiomed  
Master of Business Administration: MBA  
Master of Chemistry: MChem  
Master of Computing: MComp  
Master of Education: MEd  
Master of Engineering: MEng  
Master of Mathematics: MMath  
Master of Pharmacology: MPharmacol  
Master of Pharmacy: MPharm  
Master of Philosophy: MPhil  
Master of Physics: MPhys  
Master of Research: MRes  
Master of Science: MSc  
Master of Surgery: MS

Doctor of Business Administration: DBA  
Doctor of Clinical Psychology: DClInPsy  
Doctor of Education: EdD  
Doctor of Engineering: EngD  
Doctor of Health: DHealth  
Doctor of Letters: DLitt  
Doctor of Medicine: MD  
Doctor of Philosophy: PhD  
Doctor of Policy Research and Practice: DPRP  
Doctor of Science: DSc

**14.16** (a) Any Degree of the University other than the Degree of Doctor of Philosophy may

be awarded as an Honorary Degree. In addition the Degrees of Doctor of Laws (LLD), Doctor of Arts (DArts), Doctor of Engineering (DEng), Doctor of Music (DMus), Doctor of the University (DUniv) and Master of the University (MUniv) shall be reserved only for honorary conferment.

(b) Persons on whom the University thinks it fitting to confer Honorary Degrees shall be considered by a joint committee of the Council and the Senate chaired by the Vice-Chancellor. The Committee shall consist of the Vice-Chancellor, two members of Council who are not members of Senate elected by Council, four members elected by Senate who hold academic posts at the University, of whom two shall be members of Senate, one member of Professional Services staff appointed by the Vice-Chancellor and one Students' Union Officer appointed by the Nominations Committee. The Committee shall make recommendations to the Senate.

(c) The conferment of an Honorary Degree on a person who is not otherwise qualified in the discipline denoted by the Degree shall not entitle that person to practice professionally by virtue of holding the Degree.

**14.17** Regulations shall prescribe:

- (a) any special requirements for entry to a particular degree course in addition to matriculation and other requirements of the Ordinances;
- (b) details of courses of study, examinations and other matters relating to degrees of the University.

**15. EXAMINERS AND EXAMINATIONS**

**15.1** Examinations for a Degree, Diploma or Certificate of the University, whether taken at one time or in sections, shall be the responsibility of a Board of Examiners.

The Board of Examiners shall comprise the internal and external examiners appointed for each of the subjects or groups of subjects included in the scope of the examination.

In every subject or group of subjects in all final assessments (as defined by Regulation 15), there shall be at least two examiners, one at least of whom shall not be a member of the Academic Staff of the University.

In the case of the Degree of Doctor of Philosophy, the Degree of Master of Philosophy, and any other Research Degrees of the University, the Board of Examiners for the award of the degree shall comprise at least one internal examiner and one external examiner. In exceptional cases where no suitable internal examiner is available, a second external examiner shall be appointed. The supervisor or supervisors of research students shall not be members of the Board of Examiners. They should, however, be available for consultation with the examiners at the time of the viva voce examination.

In the case of the Degree of Doctor of Philosophy the Progression Board of Examiners as set out in Regulation 16.5(b) shall comprise at least two internal examiners. The supervisor or supervisors of research students shall not be members of the Board of Examiners. They should, however, be available for consultation with the examiners at the time of consideration of the request for confirmation/transfer.

- 15.2** The external examiners of the University shall be appointed by the Board of Studies concerned on behalf of Senate and shall hold office for not more than four consecutive years.
- 15.3** The internal examiners of the University shall be appointed by the Board of Studies concerned on behalf of Senate from the Academic Staff of the University and such other Teachers as may be designated by Senate.
- 15.4** Regulations shall prescribe the procedure whereby students may seek a review of their results and assessments.

**16. SENIOR ADMINISTRATIVE OFFICERS**

The following posts shall be designated as Senior Administrative Officers under the provisions of Section 9 of the Statutes:

Chief Operating Officer  
Director of Finance  
University Librarian

**17. CONDITIONS OF SERVICE OF THE UNIVERSITY OFFICERS AND ACADEMIC STAFF**

Except where otherwise stated, the provisions of this Ordinance apply to the Academic Staff, the statutory University Officers (Vice-Chancellor, Deputy Vice-Chancellor, Pro-Vice-Chancellors) and to the Senior Administrative Officers named in Ordinance 16.

- 17.1** (a) This Ordinance shall apply to contracts of employment and contracts of service ('the contracts of employment') made between the University and either members of the academic staff or the Vice-Chancellor and those other Officers of the University who are employed in their office ('member of staff').
- (b) All the contracts of employment are subject to:
  - (i) all provisions in the Charter and Statutes of the University as they stand enacted from time to time
  - (ii) the express provision in any of the contracts of employment (and for the avoidance of doubt when there is conflict between such express provisions and those Ordinances the express provisions shall prevail)

- (iii) all the provisions of Section 25 of the Statutes in respect of those persons holding contracts of employment with the University who are included within the definition contained in Section 25 paragraph 3 of the Statutes
- (iv) all the provisions of the Ordinances as they stand enacted from time to time
- (v) any provision in the Regulations and in the Rules of the University as they stand enacted from time to time which are not inconsistent with any provision of the Charter, the Statutes and the Ordinances as they stand enacted from time to time.

**17.2** The Council shall direct the Secretary to Council by resolution as to the discretion that shall be vested in the Secretary to Council to vary any provision of the Ordinances, the Regulations and the Rules of the University by express provision in any of the contracts of employment.

**17.3** To avoid doubt it is an express provision of any Letter of Appointment or other contract of employment that

- (a) the provisions of the Charter, the Statutes, the Ordinances and the Regulations and other Rules shall apply in their form at the time an event arises which requires their application or interpretation and not in their form when any of the letters of appointment or the contracts of employment came into being and
- (b) the express provision of the letter of appointment or other contract of employment shall displace any provision in the Ordinances, Regulations and Rules where there is inconsistency.
- (c) the express provision of the letter of appointment or other contract of employment shall not displace any relevant provisions in the Statutes (in particular the provisions of Section 25) where there is inconsistency.

**17.4** The initial appointment of a Lecturer may be for a pre-probationary period which shall not normally exceed one year followed, on satisfactory completion of the pre-probationary period, by a probationary period of not more than four years, or immediately on appointment for a probationary period of not more than four years, unless the exemption of a Lecturer from probation is approved by the authority of the Academic Staff Committee.

**17.5** The appointment of a member of Academic Staff to whose removal from office the provisions of Section 25 of the Statutes do not apply shall be terminable by the University by notice in writing of three months expiring on the last day of a semester or three months expiring on 31st August.

**17.6** Subject as set out previously in this Ordinance and in Ordinance 17.8 below all employment of or all appointments of members of staff shall continue as set out in the Letter of Appointment or other contract of employment unless (i) in accordance with the provisions of Section 25 of the Statutes dismissal or removal from office has taken place or (ii) the member of staff has resigned in accordance with the provisions of Ordinance 17.7 or otherwise in a manner accepted by the University.

**17.7** A member of the Academic Staff may terminate his/her appointment by notice in writing to the Director of Human Resources. Such notice shall be:

Lecturer, Senior Lecturer and Reader:

- i) a three months' notice expiring on the last day of a semester, or
- ii) a three months' notice expiring on 31st August.

All other Academic Staff:

- i) a three months' notice expiring on 31st January - or at a date thereafter when all assessment and marking for the semester has been completed;
- ii) a three months' notice expiring on 30th June, or
- iii) a four months' notice expiring on 31st August

**17.8** Where an appointment is made for a fixed period, the appointment shall terminate at the end of such a period.

**17.9** Members of staff shall be paid salaries, allowances and other remuneration in accordance with such scales as shall from time to time be prescribed by the University. Salaries shall be payable monthly in arrears on or about the 25th day of each calendar month.

**17.10** Each member of staff eligible to do so may join the nominated Superannuation Scheme for the time being in force in the University.

**17.11** (a) A member of staff shall perform such duties connected with the work of the University as the University may from time to time reasonably require. Hours of work and working hours are not fixed, but will be determined by the needs of the University and in accordance with customary practice in universities in the United Kingdom.

(b) Members of the Academic Staff are considered to be exempt from the provision of the Working Time Regulations 1998 governing maximum weekly working hours.

**17.12** The Vice-Chancellor on behalf of the Council may exclude any member of staff from the University.

**17.13** Members of staff are entitled to 26 days paid holiday leave per annum (pro-rata for part-time staff), which must be taken by arrangement with the Head of Department. This holiday leave is in addition to those days when the University is closed.

**17.14** (a) (i) A Lecturer, Senior Lecturer or Reader who is incapacitated (which shall mean unable owing to sickness or injury to perform his or her duties), shall on the production of such medical certificates as may from time to time be required, be allowed salary during any period or periods of incapacity as set out in the following table:

	Full Pay	Half Pay
First 6 Months of Service:	2 weeks	2 weeks
6-12 Months of Service:	1 month	1 month
After 12 months of service:	6 months	3 months

- (ii) All other members of Academic Staff who are incapacitated (which shall mean unable owing to sickness or injury to perform their duties), shall on the production of such medical certificates as may from time to time be required, be allowed full salary during any period or periods of incapacity not exceeding six months in all in any period of twelve months. If such a member of staff is incapacitated for any longer period, any further allowance shall be at the discretion of the Vice-Chancellor on behalf of the Council, on the advice of the Director of Human Resources.
- (b) The amounts payable to a member of staff under sub-paragraph (a) above shall be deemed to include Statutory Sick Pay where payable.
- (c) Any sick pay received during absence for which a third party is liable shall to the extent that compensation is recoverable from that third party constitute a loan by the University to the member of staff and shall be deducted from pay or otherwise repaid when and to the extent that compensation is recovered for the loss of earnings from that third party by legal action or otherwise.

**17.15** Family Leave (including Maternity Leave, Paternity Leave and Compassionate Leave) will be granted in accordance with the University Family Leave Arrangements.

#### **17.16**

(a) The Council may grant sabbatical leave to any University Officer or member of Academic Staff.

(b) A member of Academic Staff proposing to take such leave must discuss this initially with their Head of Department (or, in the case of a Head of Department, with their Dean of Faculty) and complete the University of Bath application form for sabbatical leave for consideration by the Sabbatical Committee.

(c) Any member of Academic Staff (lecturers, senior lecturers, readers, professors) who is on a permanent contract and has three years of continuous service by the time of the proposed start date of the Sabbatical is eligible to apply. Staff applying for a sabbatical of 12 months' duration will need to have at least six years of continuous service. The qualifying period begins after the completion of probation.

(d) Entitlement to sabbatical leave is not automatic but is based on the merits of the proposal and the strategic needs of the Department/Division and University. In addition, the timing of such leave is needs to be approved by the Head of Department (or, in the case of a Head of Department/Division, by the Dean of Faculty/School) and the applicant must ensure that:

- their taking a sabbatical does not result in a breach of funding rules for existing research grants on which they are a named investigator and that,
- if they intend making research grant applications before the end of the sabbatical, that the sabbatical does not compromise their eligibility.

(f) Applications for leave on different terms may be considered by the Vice-Chancellor at the request of the Head of Department or the Dean of Faculty or School.

(g) A member of staff who expects shortly to leave the University's employment will not normally be granted sabbatical leave.

**17.17** A Head of Department or a Dean of Faculty or School may grant leave to members of Academic Staff in that Department to enable them to attend conferences, courses or similar meetings connected with their work. Leave will normally be granted without reduction in salary and allowances, for periods of up to two weeks in the semesters and up to one month in vacations, in any one academic year. Applications for leave on different terms may be considered by the Vice-Chancellor at the request of the Head of Department or the Head of School.

**17.18** A Head of Department or Dean or Faculty or School may grant leave for Exchange Visits for periods not normally exceeding twelve months between members of staff and members of the staff of other institutions at home or abroad for the purpose of teaching or research. Any member of staff wishing to participate in such an exchange programme shall submit an application in writing to their Head of Department. Leave for an exchange visit will normally be granted subject to the conditions that no salary or other allowances will be payable by the University to the member of staff during the period of such visits.

**17.19** The Council may grant special leave to any member of staff for such purposes and for such periods and subject to such conditions as to salary and allowances as the Council may determine.

Subject to report to Council, the Vice-Chancellor may grant to any member of staff a period of secondment or unpaid leave of absence for professional reasons provided that this period does not exceed two years. Council may be asked to authorise an extension to the period of secondment or unpaid leave of absence; any such extension

shall not normally exceed one year. The time limits specified above may be extended in cases where the secondment or unpaid leave of absence is taken on a part-time basis.

- 17.20** Subject to the rules of the nominated Superannuation Scheme for the time being in force, the University will continue to pay its own superannuation contributions in respect of a member of staff during the whole period of any leave granted; but where it appears to the Council that a member of staff may gain substantial benefits from other sources during any period of leave the Council may at its discretion grant such leave subject to the condition that the contribution of the University in respect of the member of staff during any period of leave be reduced or refunded, wholly or in part, by the member of staff to the University. Subject as aforesaid, and at the discretion of the Council, the whole or part of the superannuation contributions of the member of staff may be paid by the University in addition to its own contributions during any period of leave granted.

## **18. EXTERNAL WORK**

The University recognises that consulting or other work undertaken by a member of staff for a body other than the University may be beneficial to the community as a whole, and to the standing of the University, and to members of staff in their teaching and research activities.

Accordingly, members of staff are encouraged to undertake such work subject to the conditions hereinafter set out. Members of staff are required:

- (a) not without the permission of the Head of Department or a Head of School of (or in the case of a Professor, the Vice-Chancellor) to undertake or continue any work for any person or body other than the University which might impede the proper performance of their teaching duties and research work, or their participation in the life and administration of the University, or which might be incompatible with their appointment at the University, or which would limit their academic independence or restrict the dissemination of knowledge;
- (b) to furnish to the Head of Department or a Head of School (or, in the case of a Professor, the Vice-Chancellor) full particulars of any standing, regular or frequently occurring commitment to do work for any person or body other than the University;
- (c) to pay to the University the reasonable cost of any materials, equipment or services of the University used by them on such work.

In this Ordinance the term 'Professor' shall be deemed to include Senior Administrative Officers as defined in Ordinance 16 and the University Librarian; and the term 'Head of Department' shall be deemed to include (i) Senior Administrative Officers in relation to all senior members of the staff within their purview and (ii) the



University Librarian in relation to all senior members of the staff of the University Library.

## **19. DISCIPLINARY ORDINANCE**

### **The Disciplinary Tribunal**

- 19.1** There shall be a Disciplinary Tribunal (constituted in accordance with Statute 25 Section 16 of the Statutes of the University after the Chair of Council has consulted the Chair of the Academic Assembly on the question of who should be appointed under the provisions of Statute 25.16(a) and (b)). The duty of the Disciplinary Committee shall be to implement a proper hearing of charges brought under Statute 25 Section 15 of the Statutes of the University in accordance with the provisions of Statute 25 Section 17 of the Statutes of the University.
- 19.2** The Disciplinary Tribunal shall discharge its duty by conducting itself in such a way, subject to the specific provisions of these Ordinances, that a proper enquiry is made into each and every claim brought under Statute 25 Section 15 of the Statutes of the University taking into account all relevant and proper rules of natural justice so that a proper conclusion may be reached.
- 19.3** Any Disciplinary Tribunal may be assisted in all its functions (including any private deliberations of the Disciplinary Tribunal) by a legal adviser and/or another professional adviser appointed by the Deputy Vice-Chancellor or a Pro-Vice-Chancellor at the request of the Chair of the Disciplinary Committee provided that such adviser -
- (i) shall have no vote on any Disciplinary Tribunal;
  - (ii) shall not speak at any hearing of the Disciplinary Tribunal unless invited to speak by the Chair of the Disciplinary Tribunal.
- 19.4** Once a member of the Disciplinary Tribunal is involved in an enquiry into an alleged breach of a disciplinary rule he or she shall (unless unable to do so for medical reasons) continue to complete the enquiry even though his or her nomination period by Council or Senate may have ended or even though he or she may no longer be a member of the University.
- 19.5** The quorum for any meeting of the Disciplinary Tribunal must be all the persons mentioned in Statute 25 Section 16 of the Statutes of the University.
- 19.6** All members of the Disciplinary Tribunal taking a decision under this Ordinance must have been present at each and every earlier meeting of the Disciplinary Tribunal at which charges alleged against the member of the academic staff have been under consideration.

### **Start of the Hearing**

**19.7** After receipt of the papers to which reference is made in Statute 25 Section 15(4)(a) of the Statutes of the University the Disciplinary Tribunal shall meet and shall consider how the charges may be best investigated and dealt with at the hearing. The Disciplinary Tribunal shall have an absolute discretion to ask the officer in charge of the proceedings to obtain

- (a) statements in writing from any relevant witnesses;
- (b) a general statement as to any relevant background;
- (c) details of such other evidence as may be available.

The Disciplinary Tribunal shall fix a provisional timetable for such matters as have to be dealt with prior to any oral hearing in a reasonable and expeditious manner with the object of making sure that the oral hearing of the charges takes place as quickly as is possible and reasonable. The Disciplinary Tribunal may fix time limits for any step which needs to be taken before the oral hearing and the consequences of not complying with such time limits.

A copy of all statements and details provided to the Disciplinary Tribunal by the officer in charge of the proceedings shall be copied and sent to the member of the academic staff who is the subject of the charges at least fourteen complete days before any oral hearing starts together with copies of all other, written, photographic or other evidence which can be copied and which the Disciplinary Tribunal proposes to consider at such hearing and a list of the witnesses whom the Disciplinary Tribunal wishes to give oral evidence.

The Disciplinary Tribunal shall send to the officer in charge of the proceedings copies of all notifications sent to the member of the academic staff.

**19.8** The Disciplinary Tribunal shall in writing notify the member of the academic staff that he or she shall attend an oral hearing on a date and at a time and place to be specified by the Disciplinary Tribunal, at which the member of the academic staff shall be entitled to be present with or without witnesses and with or without one friend whether legally qualified or not ('a friend'). The date of the hearing shall be not less than fourteen complete days from the sending of notification by the Disciplinary Tribunal to the member of the academic staff.

At the hearing the member of the academic staff or a friend may speak and ask questions of any person called to give relevant evidence to the Disciplinary Tribunal about the charges ('the evidence').

**19.9** The Disciplinary Tribunal at any oral hearing held in accordance with the provisions of paragraph 19.8, shall allow the member of the academic staff (or a friend) and the officer in charge of the proceedings in the presence of each other to ask questions of witnesses and to speak on the charges and on the evidence in any general or particular way save if the Disciplinary Tribunal at its absolute discretion considers that any

matter raised is irrelevant to the charges being considered by the Disciplinary Tribunal on the charges or on the evidence.

- 19.10** The member of the academic staff will have the right to be assisted by a friend and the member of the academic staff or the friend will have the right to speak before the Disciplinary Tribunal during the oral hearing and, in the event of any finding against the member of the academic staff, in mitigation after the finding has been announced.
- 19.11** The arrangements for the manner of exercising any rights of speaking and asking questions provided for in these paragraphs shall be at the discretion of the Disciplinary Tribunal save that the member of the academic staff or a friend shall have the right to address the Disciplinary Tribunal on the charge or charges last.
- 19.12** The Disciplinary Tribunal shall have power:
- (i) to ask questions of all witnesses (including the member of the academic staff); and
  - (ii) to examine any written, photographic, electronic or other form of record belonging to the University at any time provided that the member of the academic staff and the officer in charge of the proceedings shall be told what has been examined and have an opportunity to make examination themselves.
- 19.13** The Disciplinary Tribunal may at its discretion, having if thought fit taken legal advice, accept forms of evidence other than written or verbal statements of witnesses if the Disciplinary Tribunal is satisfied as to the admissibility of such evidence on a reasonable basis having regard to the exigencies of any particular situation.
- 19.14** The Disciplinary Tribunal may at its own absolute discretion adjourn matters related to its enquiry and may proceed in the absence of the member of the academic staff who fails to attend a meeting of the Disciplinary Tribunal having received proper notice of the date, time and place of the meeting unless the member of the academic staff has made a prior written request for a postponement of the oral hearing for reasons which shall have been stated in the request and which are considered satisfactory by the Disciplinary Tribunal.
- 19.15** The Disciplinary Tribunal may dismiss any charge or charges at its absolute discretion on application by or on behalf of the member of the academic staff if the officer in charge of the proceedings has not dealt with the charge or charges in a way which the Disciplinary Tribunal considers to be reasonable.
- 19.16** The Disciplinary Tribunal may at its absolute discretion at any time prior to the conclusion of the oral hearing remit the charge or charges to the Vice-Chancellor for further consideration or for the correction of errors.

### **Conclusion of the Hearing**

**19.17** At the conclusion of its enquiry the Disciplinary Tribunal (with the assistance of its adviser(s) if appointed) shall consider in private what it has read, heard and seen in relation to the charges and to the evidence and shall produce in writing a report ('the Disciplinary Report') containing:

- (i) an index of the written papers and other evidence received by the Disciplinary Tribunal in relation to the allegations and a list of the names of those persons who gave oral evidence to the Disciplinary Tribunal;
- (ii) the facts which it has found to be proved which are relevant to the allegations;
- (iii) the charges which it has found to be proved because of the findings of fact in (ii);
- (iv) a statement as to any mitigating or serious features found to be present;
- (v) a penalty for confirmation by the appropriate officer in respect of the charges found to have been proved.

**19.18** The Disciplinary Tribunal shall serve a copy of the Disciplinary Report on the member of the academic staff, the officer in charge of the proceedings and on the Vice-Chancellor.

### **Penalties**

**19.19** If the Disciplinary Tribunal find the charge or charges to have been proved against a member of the academic staff it shall have power to give an absolute remission or to deal with matters in accordance with Statute 25 Section 19 of the Statutes of the University.

If the Tribunal finds no charges proved against the member of the academic staff or awards an absolute remission no record of the hearing is to be kept in any file or record relating to the member of academic staff.

### **Evidence**

**19.20** The Disciplinary Tribunal shall cause a substantial note to be taken in writing of (or alternatively a complete tape recording from which a transcript can be produced):

- (a) all evidence and arguments presented to it by the member of the academic staff and any witnesses not previously in written form; and
- (b) all procedural or other interim decisions.

Arrangements for the note shall be made in accordance with Statute 9 Section 2.

### **Notices**

**19.21** Where any notice required by these Ordinances to be sent to a member of the academic staff is sent by registered or first class recorded delivery post to the address of the member of the academic staff as registered with the Director of Human Resources, it may be presumed to have been received by the member of the academic staff two days after being sent, unless there is evidence that, through no intent on the member of the academic staff's part, the notice was not in fact received within the two days.

## **20. APPEALS**

### **Right to Appeal under Section 25 of the Statutes**

This Ordinance is made in accordance with Statute 25 Section 29 of the Statutes of the University for purposes related to Statute 25 Sections 24 to 28 inclusive of the Statutes of the University.

### **Procedure**

**20.1** The member of the academic staff must comply with the requirements of Statute 25 Sections 26 and 27 of the Statutes of the University.

**20.2** Council shall act in accordance with Statute 25 Section 28 of the Statutes of the University. The oral hearing shall take place within three months of the lodging of the appeal.

**20.3** The purpose and function of the appeal shall be to consider the appeal of the member of the academic staff and the grounds on which it is made, and to make a reasoned decision.

(a) The appeal shall be by way of a rehearing.

(b) The onus of proof shall be with the University.

(c) The standard of proof shall be the balance of probability.

**20.4** The person or persons hearing the appeal ('the Committee') shall be free to determine its own procedure (after hearing representations from the member of the academic staff and the University) as appropriate in the circumstances of each case, subject to the following rights of the member of the academic staff:

(a) The member of the academic staff shall be entitled to appear in person before the Committee should he or she so desire, and shall be entitled to address the Committee.

(b) The member of the academic staff may be accompanied by a friend or legal representative when he or she appears before the Committee and the friend or legal representative shall also be entitled to address the Committee.

- (c) The member of the academic staff and his/her friend or legal representative shall be entitled to see all the written evidence and to hear all the oral evidence which is presented to the Committee.
  - (d) No appeal shall be determined without an oral hearing before the Committee.
- 20.5** If the member of the academic staff wishes to appear before the Committee accompanied by a friend or legal representative he or she shall inform the Secretary to Council at the time he or she appeals or at any time prior to the start of the appeal hearing or with the consent of the Committee during the appeal hearing. The member of the academic staff shall inform the Secretary to Council of the name of the friend or legal representative and his or her relationship, professional or otherwise, to himself or herself. The member of the academic staff may call other witnesses on his or her behalf.
- 20.6** In circumstances where the member of the academic staff elects to be legally represented the University may appoint a lawyer to present the University's case before the Committee.
- 20.7** The Committee may itself take legal advice or be assisted by a legal assessor.
- 20.8** The Committee shall have an absolute discretion as to rules which it wishes to apply relating to the admissibility of evidence but shall hear representations on any evidence whose status or admissibility is disputed.
- 20.9** The Committee may at its discretion invite the attendance of any person who it considers may assist it in its deliberations or may request a written statement from any source provided that there is compliance with paragraph 20.5(b) and 20.5(c).
- 20.10** The Committee at its discretion shall consider and unless improper allow applications by the member of the academic staff for the postponement of and adjournment of any oral hearing of an appeal.
- 20.11** The Committee may after application or at its absolute discretion dismiss an appeal for want of prosecution.
- 20.12** The Committee shall have the power to correct any accidental error relevant to the appeal and to set appropriate time limits for each step of the appeal and the consequences of not complying with any time limits to the intent that any appeal shall proceed to an oral hearing as expeditiously as reasonably practicable.
- 20.13** The Committee after making its reasoned decision after an oral hearing of the appeal shall act in accordance with Statute 25 Section 29(3) of the Statutes of the University.

## **21. GRIEVANCE DETERMINATIONS ORDINANCE**

### **21.1 Principles**

Any procedure for dealing with a grievance under Section 17.20 of the Statutes shall be bound by the following provisos: namely that no matter may be raised under the provisions of Section 17.20 of the Statutes as a grievance

- (i) which can be properly dealt with under Section 27 of the Statutes, or
- (ii) which relates to a decision of Senate made pursuant to Section 19 of the Statutes:
  - (a) on the admission or progress of, or grant of a degree, diploma or certificate to, a student, based on an academic assessment or examination of the student's attainment, or
  - (b) on the appointment, re-appointment, progression or promotion of a member of staff, based on a judgement of academic attainment, or
  - (c) on consideration of and adjudication upon academic appeals by students relating to progression from one part of the programme of studies to the next; or the outcome of examinations or formal course assessments; or dissatisfaction of a student with the level of attainment where there exists new and relevant information concerning matters which might have affected that student's performance.
- (iii) which involves the dismissal of a member of staff not subject to the provisions of Section 25 of the Statutes or which involves disciplinary action taken against such a member of staff provided that in every case the University has taken each step required under any relevant procedural document in force from time to time.

## **21.2 Grievance procedure**

Under the terms of Section 17.21 of the Statutes, the Academic and other Staff of the University, and the Graduates and Students of the University, may ask the Council to redress a grievance. The University's Staff Grievance Policy and Procedure approved by Council on 29th November 2007 (minute 5340 (1)) sets out the procedure for grievances raised by employees of the University. The procedure for grievances raised by Graduates and Students of the University was agreed by Council on 3rd July 2008 (minute 5436).

## **21.3 Grievances raised under Section 25 Part VI of the Statutes of the University**

'Statute 25 Part VI' shall mean Statute 25 Part VI of the Statutes of the University.

The 'Grievance Committee' means the Grievance Committee constituted under Section 25 Part VI Paragraphs 31 to 37 inclusive.

The 'Chair' means the Chair of the Grievance Committee.

The 'Secretary' means the Secretary to the Grievance Committee appointed by the Secretary to Council.

The 'hearing' shall mean any occasion on which the Grievance Committee sits in accordance with Statute 25 Part VI to hear evidence or to listen to representations.

- (a) This procedure will be carried out in confidence (unless otherwise agreed by the parties involved) and will not prejudice the current employment or future career prospects of the person raising a grievance in good faith. All grievance records (including those of formal grievance and appeal hearings) will be held in accordance with the Data Protection Act 1998.
- (b) The Grievance Committee shall normally be chaired by the Deputy Vice-Chancellor or a Pro-Vice-Chancellor.
- (c) The Chair shall have an absolute discretion to clarify or modify the procedure for the hearing (after consulting with the other members of the Grievance Committee) provided that such clarification or modification is in the interests of the person bringing the grievance and not contrary to Statute 25 Part VI Paragraph 36 or this Ordinance.
- (d) Any party to the grievance has the right to be accompanied by a friend, colleague or trade union representative.
- (e) As soon as reasonably practicable and not less than 15 working days before the hearing, the Secretary will confirm the arrangements for the hearing to all parties in writing.
- (f) At least 10 working days before the hearing, the parties will send to the Secretary the names of any witnesses and the documentary evidence they wish to have considered at the hearing.
- (g) The Secretary will ensure that each party to the grievance receives the names of any witnesses and the documentary evidence not less than 7 working days before the hearing.
- (h) The hearing of the grievance will take place in the presence of all parties to the grievance.
- (i) The person bringing the grievance and/or his/her companion, first presents his/her case to the Committee and has the opportunity to call witnesses and refer to the documentary evidence. Members of the Committee, any party against whom the grievance has been made and/or his/her companion may put questions to the person bringing the grievance and/or his/her companion and their witnesses.
- (j) Any other parties to the grievance and/or his/her companion shall then do the same as is set out in paragraph (i).
- (k) If a witness is called by one of the parties, he/she will be invited to join the hearing at an appropriate time. After the witness has made a statement



and/or answered any questions, he/she will leave the hearing.

- (l) The party against whom the grievance has been made, or his/her companion, will make a final submission to the Committee.
- (m) The person bringing the grievance, or his/her companion, will make a final submission to the Committee.
- (n) The Chairman will close the hearing by stating that the Committee will report to Council in accordance with the provisions of Statute 25 Part VI Section 37.
- (o) The Committee will consider its decision after all the other parties have withdrawn.
- (p) The decision of the Committee (including any proposals for redress of the grievance) will be conveyed orally to the parties to the grievance by the Chair of the Committee as soon as possible. The decision will then be confirmed in writing to all parties within 5 working days of the hearing. The person bringing the grievance will be informed of their right of appeal against the decision.
- (q) If the employee is dissatisfied with the outcome of the Grievance Committee, he/she has the right to appeal to the Vice-Chancellor. The employee must set out clearly his/her grounds for appeal in writing within 10 working days of receipt of notification of the outcome of the Grievance Committee. The Vice-Chancellor, assisted by the Director of Human Resources, will meet with the employee to hear and determine the appeal. The employee has the right to be accompanied by a friend, colleague or trade union representative.
- (r) The Director of Human Resources will inform the employee of the outcome of the appeal, which is final. This written confirmation will normally be provided within 5 working days of the appeal hearing.

## **22. INTELLECTUAL PROPERTY**

### **22.1 Statement of Principles**

The principles underlying this Ordinance include, except where otherwise agreed, the following undertakings made by the University and the obligations placed on its staff and students.

The University undertakes to:

- ensure fair treatment for all parties
- use all reasonable endeavours to exploit and protect intellectual property generated by its staff and students, and in which the University has an interest, subject to adequate resources
- provide a supportive environment
- maintain fairness and adequate incentives in the distribution of residual income

- consider proposals from individual staff with respect to exploitation and protection of intellectual property

The University's staff and all students who are subject to clause 22.3(b) of this Ordinance are required to;

- report any work undertaken on behalf of an external body/any other commercial interest, as specified in Ordinance 18
- report any potentially exploitable results and/or other intellectual property unless otherwise agreed with the University
- keep key information confidential until it is protected or released into the public domain with the approval of the principal investigator or supervisor (unless first released by a third party through no fault of the University)
- report any potential conflict of interest (Financial Regulation G7)

## **22.2 Definition of Intellectual Property**

This Ordinance applies to the widest possible concept of Intellectual Property (IP) and that current at the relevant time. IP has been defined simply as the creations or fruit of the human mind. An internationally accepted definition is as follows:

'the rights relating to: literary, artistic and scientific works; the performance of performing artists, phonograms and broadcasts; inventions in all fields of human endeavour; scientific discoveries; industrial designs; trademarks; service marks and commercial names and designations; and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.'

(World Intellectual Property Organisation (WIPO) 1967).

This Ordinance applies to all types of new IP (such as, without limitation, copyright in software and database rights) as well as to the traditional forms and to all media.

The five main types of IP protected either by registration or otherwise are: Patents, Copyright, Design Rights, Trademarks and Confidential Information and Know-how.

## **22.3 Ownership of Intellectual Property**

- a) The University claims ownership of all IP arising from work undertaken by staff, whether academic or non-academic, in the course of their employment by the University, or which relates to their area of academic activity, or which is specifically assigned to them, in their contract of employment or otherwise, or developed under a contract between themselves and the University or between the University and a third party(ies), subject to the exceptions listed in Ordinance 22.3 (e)
- b) In respect of all IP generated by students in the following categories (including, for the avoidance of doubt, in the case of (i) and (ii) studentships funded or partially funded by the UK Research Councils):

- i. which arises under a sponsored studentship agreement and/or
- ii. which arises where the student is sponsored and financially supported in his/her studies by the University or a third party under a student sponsorship arrangement. This includes the University's own scholarship scheme, any waiver of fees by the University or any other scheme of sponsorship whereby the University or any third party makes a financial contribution in respect of a student's fees and/ or living expenses; and/or
- iii. which arises under a sponsored research programme whereby the University is in receipt of funds and/or any other contribution from a third party in respect of the conduct by it of certain research and/or
- iv. which arises in connection with the placement of a student in arrangements undertaken by the University with an individual partner, business or other person and/or
- v. which arises under any other arrangements undertaken between the University and any other party whereby that party makes available to any student of the University work experience opportunities and/or facilities and/or equipment and/or funding and/or background IP under arrangements with the University and/or
- vi. which builds on existing IP generated by a member of staff or is jointly invented or generated with a member of staff

subject to the exceptions listed in Ordinance 22.3 (e), the University claims ownership of all such generated IP and students may be required to confirm the University's ownership by way of a confirmatory assignment of the IP to the University.

- c) In respect of any IP generated by students in other circumstances (and subject to 22.3 (d) below) the University will not make a claim to ownership of IP, though where the IP was generated by a student in the course of his/her studies or using University facilities (other than the computer network) the University shall have the irrevocable perpetual royalty free right to use such student generated IP for further research.
- d) Where a University employee is concurrently registered as a student, the employee status takes precedence for the purposes of this Ordinance.
- e) In accordance with normal academic practice, and subject to 22.3(f) below and unless agreed otherwise, the University does not claim copyright in scholarly output per se produced by staff or students in the course of their employment or research work or in the course of studies at the University. Scholarly output includes the following:
  - i. personal lecture notes
  - ii. books, articles, academic publications

- iii. seminar papers
- iv. theses, essays
- v. course materials produced for issue to internal students
- vi. examination papers, questions, assignments, model examination responses
- vii. examination responses by those examined in any form, including essays, scripts, designs, computer software, tape recordings.

In the case of (iv) - (vii) the University shall retain ownership (as distinct from copyright) of the materials and in the case of (v) – (vi) shall retain the right at any time to use, reproduce and adapt such materials freely for legitimate purposes.

For the avoidance of doubt, whilst the University does not claim copyright in the categories of scholarly output described at (i) – (vii) above and agrees to enter into a confirmatory assignment of such copyright to the author(s), such agreement is entirely without prejudice to the University's rights to and ownership of all other IP subsisting in connection with such scholarly output (for example but without limitation any inventions described in an academic publication).

- f) The exceptions described in Ordinance 22.3 (e) do not apply to course materials or e-learning materials (including examination papers and assessment tools) produced for distance-learning or virtual learning courses whether prepared for third parties or for students of the University in cases where the author has been specifically assigned duties in order to produce the output. In these circumstances the University shall wholly own all IP in such materials and must be in a position freely to use the material for any purpose whatsoever (including the right to license).
- g) Where background IP underpins the course materials and research underpinning the course materials has also contributed to the production of scholarly output, as described in Ordinance 22.3 (e), the author should discuss the copyright position with the University to ensure there is no conflict of interest.
- h) If members of staff write course materials and/or distance and/or e-learning materials which do not relate to their area of academic activity, or are not produced in the course of their employment by the University, or relate to courses which are not delivered in the University's name, they should discuss the copyright position with the University at an early stage.

#### **22.4 Recording of Lectures**

Lectures, seminars, workshops and other presentations delivered by staff are a category of scholarly output to which special provisions apply:

- a) A staff member shall not subject to (h) below agree to the making of a recording by any person other than the University;

- b) Students and others attending the lecture, seminar, workshop or other presentation shall not be permitted to make recordings (subject to (h) below).
- c) Where a lecture, seminar, workshop or other presentation is recorded pursuant to 22.4(a) above, two separate works are protected under the law of copyright: the University (or other person making the recording pursuant to 22.4(h) owns copyright in the digitised recording and the lecturer or presenter owns any copyright that may subsist in the spoken words once fixed by the recording as a category of scholarly output (being course materials which the University retains the right to use, pursuant to 22.3(e) above).
- d) Where a lecture, seminar, workshop or other presentation is recorded (in addition to compliance generally with 22.5 of this ordinance) the lecturer or presenter shall follow all reasonable directions of the University in relation to the use of any third party copyright materials.
- e) In accordance with 22.3(e) the University has the right to make the recording available to any registered students of the University who are following the same or a related course of study or module or segment until the end of the second academic year after the recording takes place. The recording must not be redistributed or copied further by the student recipients.
- f) The University acknowledges that all performers' rights in any lectures or other presentations are owned by the staff member delivering the lecture or presentation. Where a member of staff has allowed the recording of a lecture each staff member authorises the University to record his/her lecture or presentation and to issue copies of the recording to students of the University who are following a relevant course of study.
- g) The owners of copyright in works of scholarly output assert and the University acknowledges the moral rights of its staff members and students in all works of scholarly output and in the performers' rights described at 22.4 (f).
- h) The University has a statutory obligation to make reasonable adjustments in respect of providing equal treatment and equal access to educational opportunity for all students regardless of their disability status. Each staff member acknowledges the right of the University to permit students who have a disability as defined in the Equality Act 2010 to record lectures and other presentations for this purpose and authorises such recordings. In such circumstances the lecturer or presenter will be informed that the lecture or presentation is being recorded, the student may use the recording only for the purpose of personal study and (for the avoidance of doubt)

copyright in the content of the lecture or presentation shall be the property of the lecturer or presenter delivering it.

- i) The University will retain any recording made in accordance with 22.4(a) above for up to two academic years following the year in which the recording was made and reserves the right to make the recording available to registered students undertaking the same or a related course of study or module or segment during that period.

## **22.5 Third Party Intellectual Property**

- a) Where Intellectual Property has been created by a third party and is copied, reproduced, adapted, distributed or used by the University's staff or students (including use or reproduction via any IT system or network of the University) such use must be licensed by the owner and/or must otherwise be lawful.
- b) The University reserves the right to remove and to require any of the University's staff or students to remove material which risks Intellectual Property infringement proceedings or claim for breach of contract from all material used or disseminated and/or from the University's websites or from any IT system or network of the University and /or from personal websites.
- c) In the event of an allegation being made that the University is infringing the Intellectual Property of a third party the staff member or other person in receipt of notice of such allegation shall promptly inform the Pro-Vice Chancellor (Research) who shall investigate and determine the University's response.

## **22.6 Assignment of IP rights by the University**

- a) The University may at any time assign and/or licence any of its IP rights to third parties e.g. (without limitation) sponsors of research and other collaborators in research projects, commercial or otherwise, employers of placement students, companies participating in Knowledge Transfer Partnerships, and companies contributing (whether financially or in kind) in respect of Masters and doctoral programmes including, without limitation, PhD, EngD and Masters (Res) programmes. Where the University awards to such parties any rights to or in its IP in circumstances where the contractual provisions may give rise to royalty payments being made by such person to the University, the University shall treat such embedded right to commercialise as a commercial exploitation arrangement (as described at 22.7 and 22.8 below) in respect of the distribution of residual income to the staff (and students subject to 22.3(b)) who have contributed to the IP the subject matter of the revenue stream to the University.
- b) If, in respect of particular IP, the University decides, after the University and the originators (whether staff or students subject to 22.3 (b)) have discussed and co-operated with a view to the commercialisation of such IP, that the University shall not proceed with activities, such as (without limitation) the support of any patent filing

with a view to the commercial development and sale or licence of such IP, it may assign its rights in such IP to the originators thereof (being either members of staff and/or students subject to 22.3(b)).

The University may attach conditions to such assignment as it may at its sole discretion (but acting reasonably) determine which terms may include (without limitation):-

- i. a licence by the assignee(s) back to the University permitting the University to use the IP the subject matter of the assignment for academic and collaborative further research (including the right to sub-licence such right to the University's research collaborators) but for the avoidance of doubt not including the right on the part of the University and/or any of its collaborators to use such IP for or in connection with any commercial sale of goods or services.
- ii. provision for the recoupment by the University of disbursements (for example without limitation, patent filing and patent agents' fees) from the assignee(s) contingent upon the assignee(s) (or his/her/their successors in title) making commercial sales (whether of goods or of services) attributable to the assigned IP.
- iii. in the exceptional circumstances described at 22.6(b) provision for a revenue share to Bath upon commercialisation by the assignee of the assigned IP (or his/her successors in title).

For the avoidance of doubt it shall be open to the University, acting reasonably, to come to a decision that in view of its other strategic research interests in the field of the IP in question, the IP should not be assigned to any person including the originators but either released into the public domain (by way of patent abandonment or academic publication) or maintained by the University as confidential for a period of time with a view to furthering its strategic interests.

- c) In exceptional circumstances the University may consider the preferred method of exploitation of particular IP to be other than as described at 22.7(b) below. In such circumstances acting reasonably the University and the member of staff or student (subject to 22.3(b)) will co-operate with a view to entering into arrangements for the commercialisation of such IP by the originator(s) of the IP and/or their licensee(s) or assignee(s) subject to the reservation or licence to the University of such research rights as may be necessary for it to continue to pursue its research interests in the field of the IP in question. In such circumstances the University shall be entitled to a revenue share and prior to any assignment of the IP in question the University will negotiate with the academic originator(s) the revenue share to which it shall be entitled pursuant to 22.6(b).

## **22.7 Arrangements for Commercial Exploitation by the University**

- a) Intellectual property may be commercially exploited in a number of ways, for example:

- i. copyright arrangements e.g. publishing contracts
  - ii. patent licences
  - iii. software licences
  - iv. design rights
  - v. joint ventures
  - vi. spin-out companies
  - vii. embedded commercialisation rights of the University under a contractual entitlement e.g. (without limitation) Sponsored Research Agreements, Collaboration Agreements, KTP Agreements, arrangements with companies in respect of doctoral programmes of all types.
- b) Where staff and/or students report the existence of IP capable of exploitation by the University pursuant to 22.1 discussions shall be held between the staff and/or student originators and representatives of the University to determine the appropriate action to be taken with a view to exploitation of such IP.

This may include one or more of the following:-

- i. control over disclosure;
  - ii. the filing of a patent application with the researcher as named inventor;
  - iii. the identification of potential licensees;
  - iv. the formation of a company to exploit the technology.
- c) Once there is consensus as to the appropriate route forward or as to options in relation thereto, the proposed exploitation arrangement shall where appropriate be put forward for consideration by the University Ventures Board or such other decision making committee as may be nominated by the University from time to time where applicable.
- d) Where a staff member or student (who is subject to clause 22.3(b) of this Ordinance) has been specifically assigned duties in order to produce specific output including (without limitation) course materials or e-learning materials (including examination papers and assessment tools) for distance learning or virtual learning courses whether for third parties or for students of the University, s/he shall not have any entitlement to share in residual income of the University upon the commercialisation of such IP.

## **22.8 Distribution of Residual Income**

- a) Residual income, whether in the form of periodic payments or a capital sum, will be calculated on the basis of gross income from an exploitation arrangement less those costs which are directly attributable to the exploitation. By way of example, such costs may include external legal technical and commercial advice, patent fees, expenses and any past or future commitment of internal resources specifically used for commercialisation of the IP. Such costs may also include the cost of any independent audit of deductible costs requested by the staff team.



- b) The distribution of total residual income to staff from a given piece of IP will be made in accordance with the following schedule:
- i. Where the technology is not protected by registered IP and the licence or assignment is simple to administer (e.g. a simple software licence, copyright licence or molecule licence), then the staff team will be allotted 90% of the residual income and the University will be allotted 10% of the residual income.
  - ii. Where the technology is either (aa) protected by registered IP; or (bb) has received proof of concept funding or other significant legal or technology transfer support, then the staff team will be allotted 70% of the residual income and the University will be allotted 30% of the residual income.
  - iii. Where the technology is (aa) protected by registered IP; and (bb) has received proof of concept funding; and (cc) has received significant legal or technology transfer support, then the staff team will be allotted 55% of the residual income and the University will be allotted 45% of the residual income.

The relevant percentages of residual income (as above) will be agreed prior to executing the relevant licence or assignment. In cases of dispute, the matter will be referred to such University committee (as may be approved by Council from time to time) whose terms of reference include its dealing with such disputes and, in the absence of any such approved committee, to the Vice-Chancellor and President, in each circumstance whose decision will be final.

Residual income allotted to the University will be split as described below:-

- 25% to University
- 25% to Faculty/School
- 50% to Crescent Seedcorn Fund (or any successor fund of the University)

For the avoidance of doubt, the % allocations of residual income of this Ordinance 22.8(b) will not apply to any distributions of residual income already made prior to 1 October 2020.

- c) (Arrangements for the distribution of residual income to members of the staff team and in accordance with (d) below any students subject to 22.3(b) of this Ordinance will be agreed at the outset of the exploitation arrangement on the following basis.

The staff team leader (the major contributor to the IP) notifies the Faculty Dean and the Head of Department in writing of which staff should be paid and in what proportions, with a justification in terms of contribution to the inventive step (in the case of patentable IP) and/or effort and/or ideas input to the IP the subject matter of the exploitation arrangements. The proposed distribution is at the discretion of the staff team leader but the members of the team are entitled to comment on it. In case of dispute, the Faculty Dean will take steps to resolve the matter; the

recommendations of the team leader will be followed unless there is a clear case of injustice. Any proposed payment to a Faculty Dean should be authorised by the Deputy Vice-Chancellor. There will be one internal level of appeal against any decision taken under the procedure described in this paragraph.

- d) The scheme for the distribution of residual income derives from the right under general law of an employee to share in benefits linked to intellectual property. A student has no such automatic entitlement to a share of such income. The University will, however, take a sympathetic view of any proposal from a staff team leader or from an external sponsor to include a student subject to 22.3(b) of this Ordinance in the distribution of residual income. A student may also initiate such a proposal.
- e) (Staff who do not have academic contracts may be eligible to be included in the distribution of residual income provided that this does not conflict with their contract of employment or 22.7(d).
- f) Payments made by the University to staff and/or students may be subject to tax. The University reserves the right to deduct and account to HMRC in respect of basic rate tax and higher rate tax and any further withholdings and/or payments to HMRC and any other relevant taxation authority in respect of any tax and/or National Insurance Contributions. If National Insurance Contributions are required to be made the University shall be entitled to deduct both employer and employee contributions from any staff or student entitlements prior to payment.
- g) The University will make payment to staff or students on a quarterly basis when they have an entitlement under this Ordinance 22.8.
- h) A staff member or student's entitlement under this Ordinance 22.8 shall continue to be paid to him/her should he/she leave the University, and in the event of death, the entitlement shall continue for the benefit of his/her estate.
- i) The University will use reasonable endeavours to obtain and maintain contact details for students in respect of whom a notification of IP has been made and staff who have reported IP but who have left the University and for the estates of such persons who have died. If despite such endeavours contact is lost for six consecutive months, the University may send notice to the last known address that the IP originator's entitlement may be reallocated. If no contact details are received by the University within a month after such notice the University shall allocate the share to the other staff/students entitled to participate or if there are no other originator to the University's General Revenue Account.

## **22.9 Shareholdings**

Where pursuant to 22.7(b) IP is licensed or assigned to a company formed to exploit the Intellectual Property in consideration of the allotment of shares to the University, then in lieu of any entitlement on the part of the staff and any students who have contributed to the creation of such IP to be distributed a share of residual income pursuant to 22.8 above, the

staff/students contributing to the IP shall as part of the spin-out arrangements be entitled to subscribe at par value for shares in the spin out company. The proportion of shares to which the staff and student contributors to the IP the subject matter of the spin-out arrangements shall be entitled to subscribe shall be as described below:

- a) Where the technology being licensed or assigned into the company is not protected by registered IP and the licence or assignment is simple to administer (e.g. a simple software licence, copyright licence or molecule licence), then the proportion the staff/student contributors will be entitled to subscribe for shall be 90% of the pre-cash investment, the University holding the remaining 10% on account of any nominal cash investment (at par) and in consideration of the license and/or assignment of IP.
- b) Where the technology being licensed or assigned into the company is either (i) protected by registered IP; or (ii) has received proof of concept funding or other significant legal or technology transfer support, then the proportion the staff/student contributors will be entitled to subscribe for shall be 70% of the pre-cash investment, the University holding the remaining 30% on account of any nominal cash investment (at par) and in consideration of the license and/or assignment of IP.
- c) Where the technology being licensed or assigned into the company is (i) protected by registered IP; (ii) has received proof of concept funding, and (iii) has received significant legal or technology transfer support, then the proportion the staff/student contributors will be entitled to subscribe for shall be 55% of the pre-cash investment, the University holding the remaining 45% on account of any nominal cash investment (at par) and in consideration of the license and/or assignment of IP.

For each of (a) to (c) (inclusive) of this Ordinance 22.9, where a third party (e.g. a sponsor of research) has rights to such IP then shares will generally be allotted to such third party, which allotment shall be equally dilutive of the University and the staff/student IP contributors.

The relevant percentages of equity holding (as above) will be agreed prior to completing the spinning out of the company. In cases of dispute, the matter will be referred to such University committee (as may be approved by Council from time to time) whose terms of reference include its dealing with such disputes and, in the absence of any such approved committee, to the Vice-Chancellor and President, in each circumstance whose decision will be final.

For the avoidance of doubt, the % allocations of equity of this Ordinance 22.9 will not apply to any equity allocations already made prior to 1 October 2020.

Financial Regulation G 7.2 governs the holding of financial or other benefit in a commercial entity with which the University has a commercial relationship.

## **22.10 Reporting Procedures**

The University's Research and Innovation Office will maintain a record of all arrangements for the exploitation of intellectual property where an invention disclosure has been made and shall keep a copy of any embedded commercialisation arrangements in research contracts (as

described at 22.7(a) (vii)). The Finance Office will prepare an annual financial report for Council.

## **23. ELECTIONS**

- 23.1** Nominations and votes for candidates in the elections governed by the Charter, Statutes, Ordinances and Standing Orders of the University may be submitted electronically.

## **24. THE UNIVERSITY OF BATH STUDENTS' UNION (THE SU)**

### Definitions

- (a) In this Ordinance:

'The SU' means The University of Bath Students' Union.

'Articles of Governance' means the Articles of Governance of the SU.

'SU Officers' means the SU Officers defined by Article 11 of the Articles of Governance.

'Education Act 1994' means Part II of the Education Act 1994.

- (b) Words defined in the Charter, Statutes or elsewhere in the Ordinances will have the same meaning in this Ordinance unless the context be repugnant thereto.

### **Constitution**

- 24.1** The written constitution of the SU is set out in the Articles of Governance. Major amendments to the Articles of Governance, such as would substantially alter their meaning, require the approval of the membership of the SU and the University Council. Minor amendments, such as changes in terminology, may be effected by the Board of Trustees of the SU with approval from University Council. The Articles of Governance will be reviewed by the Board of Trustees of the SU and the University Council at intervals of no more than five years.
- 24.2** The affairs of the SU will be conducted in a manner consistent with the Articles of Governance and the Charter, Statutes, Ordinances and Regulations of the University and no decision or action of the SU or of its trustees, staff, committees, sub-groups, clubs or societies may purport to override any provisions of the Articles of Governance or the Charter, Statutes, Ordinances and Regulations of the University.

### **Membership**

- 24.3** All persons who are registered students as defined by the University of Bath will be

members of the SU. Any such person must notify the Chief Executive of the SU and the Pro-Vice-Chancellor (Student Experience) in writing if they wish to exercise their right not to be a member of the SU. Those who exercise this right will not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so.

### **Sabbatical Trustees**

- 24.4** The SU Officers of the SU will be elected by secret ballot of the members of the SU. The election will be held in accordance with the Articles of Governance which will ensure that the elections are fair and properly conducted.
- 24.5** A student elected as an SU Officer will suspend their academic studies during their period of office with the permission of Senate. A period for which such suspension is granted will be known as a Sabbatical Year.
- 24.6** A student to whom a Sabbatical Year is granted will normally be expected to remain in residence on the University campus at Bath for the full academic session, unless deprived of office, and will undertake not to accept any other employment, whether paid or unpaid, during the period of office without the permission of the Vice-Chancellor. Where exceptionally an SU Officer is not in residence on the University campus at Bath, no financial assistance for the purpose of defraying additional accommodation costs will normally be payable. In recognition of the additional burden placed upon SU Officers while in residence at the University, no rental charges for their University accommodation will be made.
- 24.7** During a Sabbatical Year an SU Officer will, notwithstanding any other provision of this Ordinance, remain a member of the University as a student subject to the Charter, Statutes, Ordinances, Regulations and Rules of the University and will rank as an ordinary member of the Students' Union and will have the privileges and responsibilities of a registered full-time student, save that a Presidential Officer will not be required to pay any fee.
- 24.8** The maximum total term that an SU Officer may serve is twenty four months.

### **Code of Practice**

- 24.9** The University Council will prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements of the Education Act 1994 are to be carried into effect in relation to the SU, setting out details of the arrangements made to secure its observance.
- 24.10** The University Council will bring to the attention of all students at least once a year:
- a) matters specified by Section 22(4) of the Education Act 1994;
  - b) matters specified by Section 22(5) of the Education Act 1994.

The information at b) will also be included in any information which is generally made available to persons considering whether to become students of the University.

### **Affiliation to External Organisations**

**24.11** If the SU decides to affiliate to an external organisation, it will be in accordance with the requirements of Sections 22(2)(k) to (l) of the Education Act 1994.

### **Complaints Procedure**

**24.12** There will be a complaints procedure available to all students or groups in accordance with Section 22(2)(m) and (n) of the Education Act 1994.

## **25. MEMBERSHIP OF THE UNIVERSITY**

In addition to the persons named in the Statutes, the following persons shall be members of the University:

The University Chaplain

The Honorary Fellows of the University

The Honorary Professors, Honorary Readers and Honorary Lecturers of the University

## **26. STAFF-STUDENT LIAISON COMMITTEE**

Each Department or School shall have at least one Staff/Student Liaison Committee with such constitution and terms of reference as the Board of Studies shall prescribe, provided that:

- (a) the number of student members shall not be less than the number of staff members;
- (b) there shall not be less than six student members; including postgraduate representation where appropriate.

## **27. USE OF THE SEAL OF THE UNIVERSITY**

In accordance with the provisions of Section 17.27 of the Statutes, power to affix the Seal of the University to a document may be exercised and witnessed either by two Members of the Council of the University or by one Member of the Council and the Chief Operating Officer (or, in the absence of the Chief Operating Officer, the Vice-Chancellor or Director of Finance).

The Director of Academic Registry shall maintain a register of documents sealed in the name of the University under the terms of this Ordinance showing:

- (i) the identity of the document;

- (ii) the date the document was sealed;
- (iii) the names of the persons witnessing the use of the Seal in the name of the University and shall report each such transaction to Finance Committee on behalf of Council.

## **28. TITLE OF PROFESSOR EMERITUS**

- 28.1** In accordance with the provisions of Section 19.17 of the Statutes Senate may, on the recommendation of the Vice-Chancellor, confer the title of Professor Emeritus on any Professor of the University at or after retirement in recognition of services to the University of Bath, provided that the Professor in question does not already hold a similar title from another institution.
- 28.2** In exceptional circumstances, Senate may be invited to confer the title of Professor Emeritus on a Visiting Professor whose attachment to the University has ended.
- 28.3** A Professor Emeritus is a Member of the University and a life Member of the University Court. Other than these statutory provisions, a Professor Emeritus has no rights or responsibilities within the University but may be invited on the recommendation of a Board of Studies to take such part in the academic work of the University as the Board may determine from time to time.

Approved by Council 13 July 2022  
Effective from 13 July 2022