



**Education
Partnership**
NorthEast

Terms and Conditions of Employment

Terms and Conditions

1. Overview

- 1.1 Your employment will commence on the date as specified in the appointment letter.
- 1.2. Your period of continuous employment is that with the College, no employment with a previous employer counts as part of your period of continuous employment with the College.
- 1.3. You may however count any previous continuous local government service (or service with any organisation covered by the Redundancy Payment Modification Order) as part of your continuous employment with the College for the purpose of calculating entitlements to annual leave, notice, maternity pay, sick pay, and redundancy pay.
- 1.4 Appointment is subject to a probationary period which is 6 months with the exception of senior post holders who have a probationary period of 9 months. Probation will be managed in line with the College Probation Policy and Procedure.
- 1.5 Part-time hours and leave will be pro rata to the full-time equivalent. The arrangements set out in this document, supersede all local arrangements.
- 1.6 The full-time equivalent Terms and Conditions are:

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| Support Contract (SCP 16-35) | <p>Contractual hours: 37 hours per week</p> <p>Normal hours of work will fall during 8.30am and 9.00pm Monday to Thursday and 8.30am to 5.15pm on a Friday with an unpaid lunch break of 30 minutes.</p> <p>Working patterns will be agreed in line with the Operating Guidelines (Support Staff Contract) and business needs.</p> <p>Annual Leave: 35 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays.</p> <p>Pension Scheme: Local Government Pension Scheme (LGPS), automatic enrolment based on location, if eligible.</p> <p>Notice Period: You may terminate your employment at any time by giving the College one calendar months' notice or for those staff who are on scale point 25 and above by giving two calendar months' notice in writing.</p> <p>The College may terminate your employment by giving you one calendar months' notice in the first four years of service or for those staff who are on scale point 25 and above by giving two calendar</p> |
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| | <p>months' notice. Thereafter you will receive one week's notice for each year of service up to a maximum of twelve weeks.</p> |
| <p>Support Contract (Estates Staff Only)</p> | <p>Contractual hours: 37 hours per week</p> <p>Normal hours of work will fall during 6.00am and 11.00pm Monday to Sunday with an unpaid lunch break of 30 minutes. Within your standard working week you will not work more than five days (Sunday to Saturday).</p> <p>You will be given your rota one month in advance but should note that this may be subject to change due to annual leave and sickness absence cover.</p> <p>Please note that there may be occasions where you will be required to be on call, this will be in addition to your normal working hours and will operate on a rota basis. Payment for any call out will be paid in line with the College's Overtime Policy.</p> <p>Annual Leave: 35 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays.</p> <p>Pension Scheme: Local Government Pension Scheme (LGPS), automatic enrolment based on location, if eligible.</p> <p>Notice Period: You may terminate your employment at any time by giving the College one calendar months' notice or for those staff who are on scale point 25 and above by giving two calendar months' notice in writing.</p> <p>The College may terminate your employment by giving you one calendar months' notice in the first four years of service or for those staff who are on scale point 25 and above by giving two calendar months' notice. Thereafter you will receive one week's notice for each year of service up to a maximum of twelve weeks.</p> |
| <p>Teaching Contract</p> | <p>Contractual hours: 37 hours per week</p> <p>Up to 850 annualised teaching hours (teaching, assessment of students' work in workshops, sickness absence or colleagues' CPD cover and invigilation of examinations, tutorial) limited to a maximum of 24 hours in any week.</p> <p>Up to an additional 25 hours class contact per year, limited to a maximum of 2 hours in any week and up to a maximum of 3 consecutive weeks, to cover sickness absence.</p> |

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| | <p>Time off in lieu can be requested for any hours work over and above 37 hours in a week for the purposes of parent’s evenings, marketing events or student interviews, within the term according to business needs and in agreement with the line manager.</p> <p>Staff are required to work a minimum of 33 hours per week on site, of which 1 hour is allowed to all staff for timetabled breaks. The remaining 4 hours may be worked off site, if timetables permit and with management permission. Staff will need to be available to work on site during this time if required.</p> <p>There is no requirement to work on more than two evenings per week. The timetable will be organised so that for each such evening a full morning or afternoon off in lieu is given.</p> <p>2 days per annum of Personal Professional, Commercial or Industrial updating (including academic research) to be arranged in consultation with line manager.</p> <p>Annual Leave: 48 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays. You are required to take at least 20 consecutive days of your 46 day entitlement, and are entitled to 25 such days, during the Corporation’s annual summer recess.</p> <p>Pension Scheme: Teachers Pension Scheme (TPS), automatic enrolment based on location, if eligible.</p> <p>Notice Period: Two calendar months’ notice. The Corporation may terminate your employment by giving you in writing whichever is the greater of:</p> <ul style="list-style-type: none"> a) two months' notice (4 months in the event of redundancy) b) one week's notice for each year of service, up to a maximum of twelve weeks' notice |
| <p>Curriculum Manager</p> | <p>Contractual hours: 37 hours per week for nominal purposes.</p> <p>Up to 425 annualised teaching hours (teaching, assessment of students’ work in workshops, sickness absence or colleagues’ CPD cover and invigilation of examinations, tutorial) with 10 hours teaching per week but with some consideration when running realistic or commercial operations.</p> <p>Annual Leave: 46 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays. You are required to take at least 20 consecutive days of your 46 day entitlement, and are entitled to 25 such days, during the Corporation’s annual summer recess.</p> |

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| | <p>Pension Scheme: Teachers Pension Scheme (TPS), automatic enrolment based on location, if eligible.</p> <p>Notice Period: three months` notice in writing. The Corporation may terminate your employment by giving you in writing three months` notice. In the event that your employment is terminated by reason of redundancy, you will be entitled to four months` notice.</p> |
| <p>Management Contract (SCP 36-50)</p> | <p>Contractual hours: 37 hours per week for nominal purposes</p> <p>Employees will be expected to work such hours as are reasonably necessary for the proper performance of duties and responsibilities. In weeks where hours in excess of contractual working hours (especially if this involves evening work) have been undertaken, it is possible to agree time off in lieu with the line manager.</p> <p>Annual Leave: 35 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays.</p> <p>Pension Scheme: Local Government Pension Scheme, automatic enrolment based on location, if eligible.</p> <p>Notice Period: three calendar months` notice in writing.</p> <p>The College may terminate your employment by giving you in writing three calendar months` notice.</p> |
| <p>Trainer Assessor Contract</p> | <p>Contractual hours: 37 hours per week</p> <p>Hours will fall between Monday and Sunday. There is no expectation to work more than five days in any week. There is no expectation to travel excessively between employers` premises in any one working day. Sessions will be `clustered` wherever possible.</p> <p>Annual Leave: 35 days, 3 of which must be used over the Christmas Closure, plus eight bank holidays.</p> <p>Pension Scheme: Teachers Pension Scheme (TPS), automatic enrolment based on location, if eligible.</p> <p>Notice Period: one calendar months` notice or for those staff who are on scale point 25 and above by giving two calendar months` notice in writing.</p> <p>The College may terminate your employment by giving you one calendar months` notice in the first four years of service or for those staff who are on scale point 25 and above by giving two calendar months` notice. Thereafter you will receive one week`s notice for each year of service up to a maximum of twelve weeks.</p> |

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2. Overtime and rest day working

- 2.1. Any additional hours worked over and above the normal working week (37 hours) must be agreed and authorised in advance of the time being worked. At the time of agreeing the additional hours, the method of 'payment' should also be agreed; either the appropriate rate of pay or TOIL.
- 2.2. The Operating Guidelines (Support Staff Contract) outline the process and procedure for accruing time off in lieu (TOIL) and Saturday working.
- 2.3. All overtime must be agreed and authorised in advance and may be taken as time off in lieu at an appropriate time, and in agreement with the line manager.
- 2.4. **Rest day working:**
- 2.5. All staff will be required to be available for key College events for example open evenings, enrolment, parent's evenings and all such other evenings that are integral to the strategic aims of the College.
- 2.6. For those staff who have not been appointed to work a Saturday as part of their normal working week, except in exceptional circumstances there will be a minimum of 5 weeks' notice for any Saturday working and a morning and/or an afternoon off in lieu during your normal working week.

3. Duties

- 3.1 You will be employed in the role as outlined in the offer letter.
- 3.2 Your duties are those contained in your job description. You may from time to time be assigned other duties commensurate with your post/grade/salary point.
- 3.3. You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the College.
- 3.4 You will be expected to comply with any policies and procedures which the College may from time to time issue to ensure the efficient operation of its business and the welfare and interests of its students and employees.

4. Holiday

- 4.1 You will be entitled to receive your normal remuneration for all holidays. You are entitled to all Bank and Public Holidays normally observed in England and Wales and to holidays based on a full-time entitlement as above in each holiday year.

- 4.2 **For part time staff** - You are also entitled to a pro-rata entitlement to all Bank and Public Holidays normally observed in England and Wales, calculated on the basis of the number of hours worked each week. This additional time will be added to your annual leave entitlement and you will be required to take bank holidays as annual leave.
- 4.3 The leave year runs from September to August. You will be required to use up to 3 days of your holiday entitlement each year on days when the College's activities are suspended in the interests of efficiency. The College may also require you to take holiday on other days which will be notified to you before the 31 October.
- 4.4 Holiday entitlement for one holiday year cannot be taken in subsequent holiday years unless otherwise agreed by the College. Those staff on long term sick leave or family friendly leave should refer to those policy documents in relation to annual leave. In exceptional circumstances the college may agree to allow staff to carry over a maximum of five working days into the next holiday year. In such cases staff will need to seek authorisation from their Line Manager and any leave which is carried over will need to be taken before the 30 September. Failure to take holiday entitlement in the appropriate holiday year may lead to the loss of any accrued holiday without any right to payment in lieu. The College shall not pay you in lieu of untaken holiday except on the termination of your employment.
- 4.5 **For part year (term time only) staff** - Your pro-rata holiday entitlement, based on a full-year entitlement as above, will be incorporated into your annual salary. You will also receive a pro-rata entitlement to bank holidays; based on a full-year entitlement of eight days per annum; calculated on the basis of the number of weeks worked each year. This entitlement will also be incorporated into your annual salary.
- 4.6 Those employees starting or leaving employment during the holiday year are entitled to holiday in proportion to the number of completed calendar months of service during the year. If, on termination of your employment, you have exceeded your accrued holiday entitlement, you agree that the College will be entitled to deduct the excess from any sums due to you, including payments of salary. You will be notified of any such salary adjustments. If, on the other hand, you have any unused holiday entitlement, the College may require you to take it during your notice period or may, alternatively, pay you the appropriate sum in lieu. If the College has dismissed you or would be entitled to dismiss you under clause 27.3 or you have resigned without giving the required notice, any payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 4.7 All holiday requests must be made through employee self-service. As a minimum you should give double the amount of notice as holiday you are requesting. For example, if you wish to request one day's leave the minimum notice required will be two days.
- 4.8 All holiday requests need to be authorised by your line manager. Holiday will be granted in line with business needs.
- 4.9 You may sometimes be required to work on the statutory Bank Holidays (other than those at Christmas, New Year and Easter), in which case you will be given time off in lieu.

5. Place of Work

- 5.1 Your principal place of work will initially be the College's premises as specified in your appointment letter. However, you may be required to work on either a temporary or an indefinite basis at any premises which the College currently has or may subsequently acquire or at any premises at which it may from time to time provide services or at such other place as the College may reasonably determine. You will be given appropriate notice of any such requirement.
- 5.2 As part of your duties, you may be required to travel within the United Kingdom. Such travel may include attendance at conferences or seminars for the purposes of maintaining and updating your professional skills.
- 5.3 It is not envisaged that you will be required to work outside the United Kingdom for a period of more than one month. In the unlikely event that circumstances change so that it becomes necessary, this will be discussed fully with you and your agreement obtained.
- 5.4 **For Management** - As part of your duties, you may be required to travel either within the United Kingdom or outside it. Such travel may include attendance at conferences or seminars for the purpose of maintaining and updating your professional skills and the supervision of students on visits and work placements. It is not envisaged that you will be required to work outside the United Kingdom for a period of more than one month. In the unlikely event that circumstances change so that it becomes necessary, this will be discussed fully with you and your agreement obtained. Your line manager will take into account not only the needs of the College but also staff's domestic and other considerations.

6 Salary

- 6.1 Your salary will commence on point SCP as detailed in your appointment letter. It is payable monthly by direct credit transfer. Your salary will be reviewed annually in accordance with College policy which will give due consideration to the recommendations of the National Negotiating Committee for deciding levels of pay.
- 6.2 You will be paid monthly by BACS on the twenty first day of each month. However, should this fall on a Saturday, Sunday or a Bank Holiday, you will be credited on the working day which falls immediately prior to the twenty first of the month.
- 6.3 If your start date is on or after pay day (21st of each month) then you will be paid by BACS in the period following your start date otherwise you will be paid by BACS on the 21st of each month.

7 Expenses

- 7.1 Reasonable expenses which you incur in the proper and necessary performance of your duties will be reimbursed by the College providing that they have been approved in advance by your line manager. Further guidance on claiming expenses may be found in the College's Travel Expenses Policy which is available on the Policy Hub.

8 Deductions

8.1 For the purposes of the Employment Rights Act 1996, you hereby authorise the Corporation to deduct from your salary any sums due from you to the Corporation, including any overpayments, loans or advances made to you by the Corporation. You will be consulted before any such deductions are made and have the right to repay over an agreed period, which will usually be three months. In the final month of pay following termination of the contract, any remaining sum will be collected.

9 Pension

9.1 Eligibility to specific pension schemes is documented above.

9.2 If eligible you are automatically contracted into the Local Government Pension Scheme (“LGPS”) and subject to its terms and conditions from time to time in force. If you want to opt out of the LGPS then you would need to contact the either Tyne & Wear Pension Fund or Teesside Pension Fund, depending on location. The LGPS is contracted out of the State Second Pension Scheme. It follows that, if you choose to participate in it, a contracting out certificate under the Pensions Scheme Act 1993 will be in force in respect of your employment. Should you choose not to join the LGPS you must participate in the state pension scheme or take out a personal pension. The College is also subject to Pensions Auto Enrolment legislation and you be may be automatically enrolled into the Local Government Pension Scheme on the College’s Auto Enrolment date subject to the legislation.

9.3 If eligible, you are entitled to participate in the Teachers` Pension Scheme (“TPS”) subject to its terms and conditions from time to time in force. The TPS is contracted out of the State Second Pension Scheme. It follows that, if you choose to participate in it, a contracting out certificate under the Pensions Scheme Act 1993 will be in force in respect of your employment. Should you choose not to join the TPS you must participate in the state pension scheme or take out a personal pension.

10 Qualified Teacher Status (Teaching contracts inc. Curriculum Managers only)

10.1 As a member of teaching staff you will be required to hold a relevant teaching qualification as identified on appointment.

10.2 The College will review with you, either prior to commencement of employment or shortly thereafter, the qualifications required for the post that you are to fill and will provide such assistance as it deems reasonable to enable you, if required, to secure requisite qualifications. In the event that you fail to secure requisite qualifications within the period specified on appointment, the College may have no alternative but to terminate your employment, and to this end the College reserves the right, notwithstanding any other provisions of this contract, to terminate your employment by giving one month’s notice in writing in such circumstances.

11 Exclusivity of Service

11.1 You are required to devote your full time, attention and abilities to your duties during your working hours and to act in the best interests of the Corporation. Accordingly, you should not, without the written consent of the Principal/Chief Executive, undertake any employment or engagement which might interfere with the performance of your duties or conflict with the interests of the Corporation.

11.2 If you wish to undertake any such employment or engagement other than this one, then you should consult the Principal/Chief Executive or his/her nominated representative. If it appears that such engagement may be covered by 12.1 above, you will be asked to make a written request to the Principal/Chief Executive, who will respond within 10 working days.

12 Policies and Agreements

12.1 Some college policies, reflecting either national or local agreements, are specifically referred to in this contract (Clauses 14-19 inclusive). They, and other policies and procedures which reflect such agreements will be revised by the Corporation only after agreement within the body established for formal consultation and negotiation with the recognised Trade Union(s). Those policies and procedures referred to in clauses 14 – 19 (inclusive) are available from the People & Development Department and may be accessed from the College intranet.

13 Performance Management and Staff Development

13.1 You will be required to:

- a) participate in College arrangements made by the College Principal under Article 3(2) of the College's Articles of Government and to participate in reviews of your methods and programme of work from time to time;
- b) participate in reasonable arrangements for your further training and development.

14 Sickness

14.1 If you are absent from work due to sickness or injury, you will be eligible to receive sick pay in accordance with the Corporation's Attendance Management Policy & Procedure.

| Length of Service | Full Pay | Additional at Half Pay |
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| In the first year | 1 month | after 4 months' service 2 months |
| In second year | 2 months | 2 months |
| In third year | 4 months | 4 months |
| In fourth and fifth year | 5 months | 5 months |
| After five years | 6 months | 6 months |

14.2 The payment of sick pay is subject to your compliance with the Corporation's rules for the notification and verification of sickness absence, which are set out in the Attendance Management Policy & Procedure.

14.3 By signing this contract, the employee undertakes to reimburse the Corporation for any sick pay paid by the Corporation to the employee where the employee has recovered damages or compensation from a third party in respect of loss of earnings which have been caused by, or arise as a result of, the negligence, nuisance or breach of statutory duty on the part of the third party. The Employee agrees to reimburse the Corporation directly from any damages or compensation received or alternatively, as a deduction from the employee's future earnings. The Employee is referred to the Corporation's Attendance Management Policy for further information in this regard.

15 Family Leave

15.1 Details of the College's Family Leave policies and procedures are available from the People & Organisational Development department.

16 Grievance

16.1 If you have a grievance relating to your employment, you will be entitled to invoke the Corporation's Grievance Procedure.

16.2 The grievance should be raised initially with the manager best placed to resolve it. In the event that your grievance relates to this manager, it should be referred to the People & Organisational Development department. The grievance should be raised informally in the first instance, although you will be requested to put it in writing should it proceed to a formal stage.

17 Disciplinary Procedure

17.1 The College expects reasonable standards of performance and conduct from its employees. Your attention is drawn to the College's Disciplinary Policy and Procedure, a copy of which is available from the People & Development Department. For the avoidance of doubt the College's Disciplinary Policy and Procedure does not form part of your terms and conditions of employment, may be amended or departed from at any time and is issued for guidance purposes only.

17.2 If you wish to appeal against any disciplinary decision you should consult the College's Disciplinary Policy and Procedure and submit a written appeal to the Executive Director of People & Organisational Development within 5 working days of receiving written confirmation of the decision.

18 Health and Safety

18.1 The College recognises and accepts its responsibilities as an employer to ensure, so far as is reasonably practicable, the health, safety and welfare of all its employees. A copy of the Health and Safety Policy can be obtained from the Policy Hub. You are responsible for familiarising yourself with the policy and adhering to the health and safety rules in the workplace.

19 Confidentiality

19.1 You shall not either during your employment (except in the proper performance of your duties), nor at anytime after its termination, use for your own purposes (or for any purposes other than those of the College) or divulge to any person, College, company or other organisation whatsoever any confidential information belonging to the College or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall not apply to any information or knowledge which is already in, or which comes into, the public domain, other than as a result of unauthorised disclosure by you or any third party or any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

19.2 Confidential information shall include (but shall not be limited to) the following:

- (a) information concerning the services offered or provided by the College or any Subsidiary including the names of any persons, companies, or other organisations to whom such

services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any prospectus or other document which is available to members of the public).

- (b) the College's marketing strategies and business plans or those of any Subsidiary;
- (c) any information relating to a proposed reorganisation, expansion or contraction of the College's activities (or those of any Subsidiary) including any such proposal which also involves the activities of any other College or organisation;
- (d) financial information relating to the College or any Subsidiary, (save to the extent that such information is included in published audited accounts);
- (e) details of employees of the College or any Subsidiary, the remuneration and other benefits paid to them and their experience, skills and aptitudes;
- (f) any information which you have been told is confidential or which you might reasonably expect to be confidential;
- (g) any information which has been given to the College or any Subsidiary in confidence by students or other persons, companies and organisations.

19.3 Notwithstanding the above, the College affirms that support staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas and controversial or unpopular opinions about academic matters without placing themselves in jeopardy or losing the jobs and privileges they have at the College.

19.4 All documents, manuals, hardware and software provided for your use by the College and all data, records, documents and other papers (together with any copies or extracts thereof and including those stored on the College's computer systems or other electronic equipment) made or acquired by you in the course of your employment shall be the property of the College and must be returned to it at any time on request and in any event on the termination of your employment.

20 Safeguarding

20.1 The College recognises and accepts its responsibilities for safeguarding. You are responsible for ensuring that you attend all mandatory training sessions relating to safeguarding and safer working practice and that you are compliant with college policies and procedures in relation to safeguarding.

21 Trade Union Membership

21.1 You have the right to belong to a trade union of your choice. The College only currently recognised UNISON and UCU for collective bargaining purposes.

22 Collective Agreements

22.1 There are no collective agreements which directly affect the terms and conditions of your employment.

23 Safeguarding

23.1 The College recognises and accepts its responsibilities for safeguarding. You are responsible for ensuring that you complete all mandatory training sessions relating to safeguarding and safer working practice and that you are compliant with college policies and procedures in relation to safeguarding.

24 Data Protection

24.1 The College must, in respect of its processing of personal data, comply with the Data Protection Act 2018, the General Data Protection Regulation 2016/679, and related legislation (together, "Data Protection Laws").

24.2 You confirm that you have read and understood the College's data protection policy and procedure including the retention policy and privacy notice (as amended from time to time). You shall comply with the College's data protection and retention policies when handling personal data (including "special category data") in the course of employment.

24.3 Staff have the right to access any personal data that is being held about them, either in computer or manual files. Any employee wishing to exercise this right should complete the appropriate pro forma and submit it to the data controller via any centre reception. The college will comply with requests within one month of receiving them.

25 Public Interest Disclosure

25.1 If you suspect any action, e.g., fraud, corruption, criminal offences; should be reported under the terms of the Public Interest Disclosure Act 1998, you should refer to the appropriate College policy, which is available from the Policy division and accessible on the College intranet, for guidance on how to proceed.

26 Contact at Home

26.1 There may be occasions when the College needs to contact you at home, for example, in an emergency or in connection with absence. Such contact will only be for justifiable reasons and will be kept to a minimum. You will therefore provide the People & Development Department with contact details and update these details when necessary.

27 Termination of Employment

27.1 You may terminate your employment at any time by giving the College the necessary contractual notice as detailed in clause 1.3 in writing.

27.2 Subject to clause 27.3 below, the College may terminate your employment by giving you the necessary notice as detailed in clause 1.6.

27.3 The College may terminate your employment without notice and without compensation in lieu of notice if you are found guilty of acts of gross misconduct, gross negligence or gross incompetence.

27.4 During any period of notice of termination (whether given by you or the College), the College shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises, although this will not affect your right to receive your normal salary and other contractual benefits.

27.5 In the event that your employment is terminated by reason of redundancy, you will be entitled to the necessary notice as detailed in clause 1.3.

28 Prior and Subsequent Agreements

28.1 This Contract of Employment and any documents expressly incorporated herein constitute the entire terms and conditions of your employment. They cancel and are in substitution for any previous letters of appointment or contracts of employment and all other agreements and arrangements (whether express, implied or deriving from any collective agreement) relating to your employment by the Corporation.

28.2 Any changes in the terms and conditions of employment applicable to academic staff appointed by the Corporation on the terms and conditions set out herein which may be agreed after the date of the contract between the Corporation and the trade union(s) recognised by the Corporation in respect of such staff shall be incorporated automatically into your contract of employment.

28.3 Any agreements relating to the terms and conditions of academic staff appointed on the terms and conditions set out herein which are reached after the date of this contract between any national employers' body of which the Corporation is at the relevant time a member and the trade unions recognised by the body in respect of such staff shall not affect your Contract of Employment unless they are adopted by the members of the Corporation but shall, if so adopted, be binding on you.

29 Copyright

29.1 Subject paragraphs 28.2 and 28.3 below, the copyright in all records and documents made by you in the course of your employment shall belong to the Corporation.

29.2 For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the Corporation shall belong to the Corporation.

29.3 The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career shall belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education.

30 Inventions and Patents

30.1 The provisions of sections 39 to 42 of the Patents Act 1977 (“the Patents Act”) relating to the ownership of employee inventions and the compensation of employees for certain inventions respectively are acknowledged by the Corporation and by you.

30.2 You agree that, by virtue of the nature of your duties and responsibilities arising from them, you have a special obligation to further the interests of the Corporation within the meaning of section 39(1)b of the Patents Act.

30.3 Any invention, development, process, plan design, formula, specification, program or other matter or work whatsoever (collectively “the Inventions”) made, developed or discovered by you, either alone or in concert, whilst you are employed by the Corporation shall forthwith be disclosed to the Corporation and, subject to section 39 of the Patents Act, shall belong to and be the absolute property of the Corporation or such Subsidiary as it may designate.

30.4 You shall at the request and cost of the Corporation (and notwithstanding the termination of your employment, howsoever arising,) sign and execute all such documents and do all such acts as the Corporation may reasonably require:

- a) to apply for an obtain in the sole name of the corporation alone (unless the Corporation otherwise directs) patents, registered design, or other protection of any nature whatsoever in respect of the Inventions in any country throughout the world and, when so obtained, to renew and maintain the same;
- b) to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection; and
- c) to bring proceedings for infringement of any such patent, registered design or other protection.

30.5 The Corporation shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process in which event you shall observe the obligations relating to confidential information which are contained in clause 18 of this Agreement.

31 Post-termination Restrictions

31.1 For the purposes of paragraph 30.2 below, the following words shall have the following meanings:

- a) **“Client”** shall mean any person, corporation, company or other organisation to whom or which the Corporation supplied services during the twelve months preceding the Termination Date and with whom or which, during such period, you had personal dealings in the course of your employment but shall exclude any such person who was enrolled as a student on a publicly funded course with the Corporation and any such organisation which distributes public funds for education and training purposes;
- b) **“Restricted Services”** shall mean any services which are the same as or similar to any services supplied by the Corporation with which your duties were concerned or for which

you were responsible during the twelve months immediately preceding the Termination Date;

c) **“Termination Date”** shall mean the date of termination of your employment.

31.2 You hereby undertake that you will not during a period of twelve months immediately following the Termination Date without the prior written consent of the Corporation whether by yourself, through your employees or agents or otherwise howsoever and whether on your own behalf or on behalf of any other person, corporation, company or other organisation, directly or indirectly:

- a) solicit business from or canvass any Client if such solicitation or canvassing is in respect of Restricted Services;
- b) supply Restricted Services to any Client;
- c) solicit or induce or endeavour to solicit or induce any person who is on the Termination Date employed by the Corporation in a managerial capacity or as a member of its academic staff to cease working for or providing services to the Corporation, whether or any such person would thereby commit a breach of contract;
- d) employ or otherwise engage in supply of Restricted Services to any Client any person who is on the Termination Date, or was during the twelve months preceding the Termination Date, employed by the Corporation in a managerial capacity or as a member of its academic staff.

31.3 Clause 30.2 shall also apply as though there were substituted for references to *“the corporation”* references to each Subsidiary in relation to which you provided services in the course of your duties for the Corporation but so that references in clause 30.1 to *“the Corporation”* shall for this purpose be deemed to be replaced by references to the relevant Subsidiary.