# THE UNIVERSITY OF OXFORD



# UNIVERSITY- STUDENT RELATIONSHIP AGREEMENT EXCHANGE STUDENTS<sup>1</sup>

YOU SHOULD READ THIS DOCUMENT CAREFULLY. It contains important information about your contract with the University, including: rules that apply to your conduct, behaviour, and use of University services, circumstances when your studies at the University may be suspended or terminated, and how changes might have to be made to teaching or services in certain circumstances.

# **Relationship with the University**

- 1. As an exchange student at Oxford University ("the University") you will be a member of one of the University's colleges, societies or permanent private halls. For convenience this document refers to permanent private halls, societies, and colleges as "colleges".
- 2. If you are on a course in which you sit University examinations, you will be a "matriculated" student, which means you are formally a member of the University.
- 3. Your main relationship will be with your college, but you will also have a separate relationship with the University in relation to your use of University facilities and services.
- 4. The purpose of this agreement is to explain the key aspects of your relationship with the University. These are set out in:
  - a. The documents provided with this agreement, which include:
    - i. this agreement;
    - ii. the Student Handbook;
    - iii. the core information about your course of study provided by your college or department; and
  - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraphs 8 to 11 below).
- 5. You agree to abide by the terms of this agreement by taking up your place at the University.

# **University and College**

- 6. Your continuing relationship with the University is linked to your continuing relationship with your college.
- 7. If your offer of a place at your college, or your college membership is terminated (eg for submitting false information or omitting material information in your application, failing to meet a condition of admission or for breach of college rules and regulations) your relationship with the University will also end. If you are suspended by your

<sup>&</sup>lt;sup>1</sup> This agreement is for students on exchange programmes who do not pay Oxford University fees, either directly or through an intermediary such as a Home Institution. For visiting students or matriculated non-award students, please refer to separate documentation

college, or subject to other disciplinary or procedural measures, the University may impose similar steps.

# **University Statutes, Regulations and Policies**

- 8. You agree to comply with the University's Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure that are made under them. Links to these on the University website are available at the <u>Governance and Planning 'Legislation' pages</u> and the <u>Examination Regulations search page</u>. They include:
  - the University's Code of Discipline under <u>Statute XI</u>, which sets out behaviour which is considered unacceptable by students and which may result in disciplinary action;
  - other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection; and
  - c. any Health and Safety Instructions ('HSI') setting out standards of behaviour required of students during any pandemic, epidemic or local health emergency. 'HSI' includes any University code, policy or guidance issued in such circumstances. If an HSI is in force you must comply with it as a condition of in-person access to teaching and facilities, and may be disciplined for non-compliance.
- 9. The key provisions which you need to be aware of are summarised in your Student Handbook and in this agreement.
- 10. You agree that the University may take disciplinary action against you for breach of its Statutes and Regulations and the Statements and Codes of Policy, Practice and Procedure, including the Code of Discipline and any HSI. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.
- 11. You are only permitted to access or use University land, premises, facilities or services for the academic, welfare, leisure or sporting purposes for which such premises, facilities or services have been provided, or for meetings and events for other purposes where section 6 of the <u>University's Code of Practice on Freedom of Speech</u> has been complied with. Misuse of, unauthorised access to use of, or occupation of University land, premises, facilities or services, and/or activities which prevent or substantially limit or impede authorised access or use by University students or staff, or which attempt to do so, are not permitted and may result in disciplinary action under Statute XI.

# **Your Responsibilities**

- 12. It is your responsibility:
  - a. to act as a responsible member of the University's community, including treating other members of the community and the public with courtesy, dignity and respect, and to behave in a manner consistent with the University's Equality Policy.;

- b. to progress your own academic studies, which will include submitting work when required to do so, meeting deadlines and attending tutorials, classes and lectures;
- c. to comply with any measures or instructions given by the University or your college to reduce risk of transmission of any illness or infection and behave in accordance with any HSI (eg wearing a face-mask, using hand sanitiser or following distancing procedures, if required). You must also immediately declare to your college if you have any serious and easily transmissible infectious illness (and your college, or the University, will inform you if at any point they require students to declare Covid-19 infections);
- d. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life;
- e. to follow good academic practice, including following the University's policies and guidance on conduct during examinations, plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.2, 7.3, 7.7, 11.5 and 11.6 of the Student Handbook;
- f. to behave in accordance with the University's <u>Code of Practice on Freedom of</u> <u>Speech.</u>
- g. to obtain an appropriate visa or immigration permission if necessary, and an ATAS (Advanced Technology Approval Scheme) certificate if required for your course, and to abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and provide a copy of your visa/confirmation of immigration status and passport identification page when requested by your department or college. If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are provided to the University regarding visas or immigration status Support and information are available from Student Immigration and from the visa and immigration pages of the University website.

### Living Expenses

- 13. You will normally live in Oxford during your course and will need to pay for your living costs such as food, accommodation, and personal items, unless this is covered by your home institution.
- 14. If you are going to be living in college accommodation, that will be the subject of a separate contract with your college.
- 15. Estimates of the likely range of living costs in Oxford is available from the <u>Living</u> <u>Costs pages of the Admissions section of the University website</u>, which highlight how inflation may increase the cost of living. These webpages are updated annually, but high UK inflation in recent years makes it difficult to estimate future increases in the cost of living during your studies.

## Changes to provision of facilities and services

- 16. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness occurs the University may make reasonable changes to your use of University facilities and services to comply with government or local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. If it makes such changes the University will inform you and ensure University facilities and services are still provided by alternative means, if reasonably possible, though the manner of delivery may need to change. Examples of possible changes under this paragraph are in the <u>Changes to Courses policy.</u>
- 17. Subject to paragraph 16, no refunds, discounts, damages or waivers of fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The University will also not be liable for any consequential losses or expenses you may incur (eg travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

## Other changes

18. Other changes to facilities, premises or services which do not concern course provision, and which provide an equivalent service, may need to be made from time to time for operational, legal/regulatory or other reasons. Wherever possible, you will be notified of such changes in advance. If applicable, you will be notified of any consultation process within which you may make representations prior to the change taking effect

### Events beyond the University's control

19. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you, where the breach or loss results from events which are beyond the University's reasonable control. Examples of events which may fall into this category include: a pandemic, an epidemic, or a local health emergency necessitating measures to reduce risks of infection or illness; industrial action; acts of God; acts of terrorism; government order or law; action by any governmental authority; the unanticipated departure or absence of key members of University staff; or failure or delay by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore services. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (eg under consumer law).

### **Intellectual Property**

- 20. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook
- 21. This may be different if your home institution has agreed a different arrangement with the University. If in doubt you should check with your home institution.

## **Personal Data**

22. The University will collect and use information about you in accordance with the principles set out in the <u>Student Privacy Policy</u> on the University website. This includes ensuring that your data will only be used in a way that is fair, lawful and secure. In addition, each college will have its own privacy notice.

# Termination

23. This agreement will end in the following circumstances:

- a. when you finish your placement at the University or if you withdraw and so cease to be a current Exchange Student;
- b. if you cease to be a current Exchange Student as a result of a University procedure such as the disciplinary procedure;
- c. if you cease to be a member of your college;
- d. if your college decides not to admit you because you have failed to meet a condition of your admission or because you have failed to provide true, genuine, accurate and complete information with your application.
- 24. The following terms of this agreement will survive termination for any reason:
  - a. terms relating to intellectual property as described at paragraphs 20 and 21 above;
  - b. terms relating to personal data as described at paragraph 22 above;
  - c. terms relating to University procedures to the extent that they relate to events that occurred prior to termination including the complaints procedure, the disciplinary procedure, the harassment procedure and/or the academic integrity in research procedure.

### **Complaints Procedure**

- 25. Your home institution may require you to make any complaints directly to them, rather than to the University.
- 26. For other students, the University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints about University matters should be made to the department relevant to the circumstances of the complaint in the first instance, and may then be escalated to the Proctors' Office. There may be a subsequent right to complain to the Office of the Independent Adjudicator.

### Jurisdiction

27. This agreement and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.