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1 INTRODUCTION

1.1 Purpose of Guidelines

These guidelines address the institutional requirement for an agreed set of principles for the conduct of research and outline a formal system for investigating allegations of research misconduct.

1.2 Application of Guidelines

These guidelines apply to all members of the institution involved in research. This will include staff and undergraduate and postgraduate students. It also applies to those who are not members of the institution, but who are conducting research on the institution’s premises or using the institution’s research facilities.

2. DEFINITION OF RESEARCH MISCONDUCT

Research misconduct includes the following, whether deliberate, reckless or negligent:

- **Misconduct in relation to grant applications and fund utilization**
  - failure to obtain appropriate permission to conduct research
  - deception in relation to research proposals
  - fraud or other misuse of research funds or research equipment

- **Misconduct in relation to treatment of/dealing with experimental subjects**
  - unethical behaviour in the conduct of research, for example in relation to research subjects
  - unauthorised use of information which was acquired confidentially
  - deviation from good research practice, where this results in unreasonable risk of harm to humans, other animals or the environment

- **Misconduct in relation to analysis and reporting of findings**
  - fabrication, falsification or corruption of research data
  - distortion of research outcomes, by distortion or omission of data that do not fit expected results
  - dishonest misinterpretation of results
  - publication of data known or believed to be false or misleading
  - plagiarism, or dishonest use of unacknowledged sources

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1. Extract from Active Risk Management in Education (ARMED), Research Misconduct [http://armed.ilrt.bris.ac.uk](http://armed.ilrt.bris.ac.uk)

2. Modified Extract from Active Risk Management in Education (ARMED), Research Misconduct [http://armed.ilrt.bris.ac.uk](http://armed.ilrt.bris.ac.uk)

3. Please refer to the University’s Regulations for Cheating and Plagiarism in Research Degrees (enclosed within the “Framework and Handbook of Regulations for Higher Degrees by Research” Section D) [http://cwis.tees.ac.uk/grs/default.cfm?dept_id=60&cat_id=1862](http://cwis.tees.ac.uk/grs/default.cfm?dept_id=60&cat_id=1862)
inappropriate attribution of authorship

Misconduct in relation to misconduct of others
  • attempting, planning or conspiring to be involved in research misconduct
  • inciting others to be involved in research misconduct
  • collusion in or concealment of research misconduct by others

3. PRINCIPLES OF GOOD CONDUCT IN THE CONDUCT OF RESEARCH

All those to whom the guidelines apply are expected to:
• maintain professional standards
• be familiar with guidance on best research practice, for example in relation to matters of policy, ethics, finance and safety
• observe legal and ethical requirements laid down by the institution or other properly appointed bodies involved in the research field
• recognise the importance of good leadership and co-operation in research groups
• take special account of the needs of young researchers
• document results and keep secure primary data
• question findings
• attribute honestly the contribution of others
• take steps to ensure the safety of all those associated with the research
• report any conflict of interest, actual or prospective, to the appropriate person

4. IMPLEMENTATION OF THE GUIDELINES OF RESEARCH CONDUCT

4.1 Responsibility

The Principal Investigator and other researchers are responsible for:
• developing proposals that are ethical
• seeking research ethics committee approval
• conducting research to the agreed protocol and in accordance with legal requirements and guidance

Research supervisors have a responsibility to ensure that their students are made aware of, and that research of their students is conducted in accordance with, the Guidelines of Good Research Conduct.

The Research Ethics Committee must ensure that the proposed research is ethical.

The employing organisation (University of Teesside) is responsible for the promotion of a quality research culture, ensure that researchers understand and discharge their responsibilities and must take responsibility for ensuring the research is properly managed and monitored.

4.2 Agreements

A standard research agreement exists as the basis for collaborative research projects with external partners (Annex A).

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4 Extract from Active Risk Management in Education (ARMED), Research Misconduct http://armed.ilrt.bris.ac.uk
4.3 Notification and approval

The notification and approval process is illustrated in Figure 1. The principal investigator or project supervisor must inform their line manager of any new research projects. If external funding is required a formal ‘signing off’ process must be carried out. All research projects must receive ethical approval via an ethics release form. School and University ethics committees exist to consider ethical approval of referred research projects. All external research proposal to be submitted externally for funding go through a signing-off process which requires approval from: Finance office, Graduate Research School (GRS) and Dean of School. If external partners are involved a formal research agreement must be drawn up and signed before the project can start (see 4.2).
4.4 Monitoring

The research monitoring process is shown in Fig 2. Throughout the project the principal investigator or project supervisor is responsible for monitoring the project. A financial audit will also be carried out (see section 5). Interim and final reports must be produced. All adverse outcomes (e.g. misconduct, academic or financial fraud, or adverse events ‘near miss’ such as accidents) are to be reported to the School.
Dean/Department Director who routes the reports via the existing University procedures. Student procedures will be implemented as appropriate.

Figure 2: Research Monitoring Process

4.5 Training

Information regarding research governance is disseminated by this document (University web site) and also as part of staff/student induction.

Research workshops delivered by the GRS cover issues relating to research governance and are available to all staff and postgraduate students (http://cwis.ac.uk/grs and PGR Blackboard module).

4.6 Intellectual property

The responsibility for the identification of intellectual property (IP) resides with the individual researcher or with their supervisor.
The ownership of IP is deemed to reside with the University if the ideas, concepts, principles or issues emanating thereof are the result of activities under which the individual is acting within the terms of their contract.

If such issues are the result of external collaborations, ownership shall be determined by the terms of the Research Agreement drawn up between the parties involved in the collaboration. The University Legal Services department (standard research contract, Annex A) draws up such Agreements.

**NOTE: University IPR policies awaiting approval**

### 4.7 Data

There is a contractual obligation for all staff to comply with University policies as outlined in the Staff Handbook. The Handbook contains the University policy on the Data Protection Act. However, researchers should, as a matter of good practice, retain completed survey instruments, experimental notebooks, interview tapes etc for a specified period, in case there should be a request for validatory information.

### 4.8 Finance

Financial audit occurs through the cost centre management process:
- A separate cost centre is established for each research contract/project
- A list of authorised signatories is held by the Finance Department
- Segregation of duties between recipient of the money and monitoring of expenditure
- External auditors specifically target purpose of funding and expenditure
- Cost centres are monitored by Finance using the MIS system
- All financial management is subject to University Financial Regulations
- The University has an anti-fraud and corruption policy to which research activities are subject (Annex B).

### 4.9 Insurance

The University has extensive and in many cases automatic insurance cover for institutional liabilities in relation to research activities undertaken by students and staff. These are detailed in Annex C.
5. PROCEDURE FOR DEALING WITH ALLEGATIONS OF SCIENTIFIC MISCONDUCT AND FRAUD

For the purpose of these guidelines, the Vice-Chancellor and other officers may act through their properly appointed nominees.

Adverse events are reported using the research monitoring procedures, as in Fig 2. Adverse events should be reported to the School Dean / Department Director. All staff involved in research should be aware of the reporting system and any events should be submitted in writing.

5.1 Misconduct

Alleged research misconduct, once disclosed, should be dealt with under the procedures of the University Disciplinary Procedures (Annex D). Mechanisms exist within the Disciplinary Procedures to protect researchers from malicious, mischievous or frivolous allegations. No member of staff should be penalised for raising concerns in good faith, in line with the University’s policy on Public Interest Disclosure. The Research Ethics Committee should receive a copy of the report and should take such decisions as are warranted by the circumstances of the event.

5.2 Fraud

Research fraud is to be dealt with using the University’s Disciplinary Procedures (Annex D). Research fraud that sufficiently serious to fall outside of the scope of the University disciplinary procedures should be dealt with by means of the University anti-fraud and corruption policy and procedure (Annex B).

5.3 Adverse ‘Near miss’ events

‘Near miss’ events can be dealt with through the University's Disciplinary Procedures, through Health and Safety procedures or through the ‘Near miss’ reporting procedure. All Health and Safety issues are covered in the University Health and Safety Policy Document. The statement and policy are detailed in the Staff Handbook. It includes responsibilities for research supervision. All Schools and departments have a health and safety officer and a reporting procedure for all accidents. All university new employees are briefed on Health & Safety during induction. All postgraduate students are briefed by means of the University Health & Safety video.

6. References and Acknowledgement

Handling of Allegations of Research misconduct’ issued by the Wellcome Trust in January 2002 (www.wellcome.ac.uk/goodpractice).

Other sources

PGI, SoH&SC , ‘Research Governance Policy’ , draft May 2002

Active Risk Management in Education (ARMED) Research Misconduct - http://armed.ilrt.bris.ac.uk/


EPSRC, ‘Good Practice in Science and Engineering – http://www.epsrc.ac.uk/ResearchFunding/GrantHolders/GuideToGoodPracticeInScienceAndEngineeringResearch.htm

BBSRC, ‘Statement on Safeguarding Good Scientific Practice’ - http://www.bbsrc.ac.uk/funding/overview/good_practice.pdf

ESRC Research Ethics Framework 2006 - http://www.esrcsocietytoday.ac.uk/ESRCInfoCentre/opportunities/research%5FEthics%5Fframework/

Annex A: Standard Research Agreement

RESEARCH AGREEMENT

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Schedule 1
Schedule 2
RESEARCH AGREEMENT

THIS AGREEMENT is made the 200 day of

BETWEEN

(1) The University of Teesside of Middlesbrough Cleveland TS1 3BA (“the University”);

and

(2) whose registered office is at

(“the Company”).

RECITALS

(A) The Company wishes to have carried out the Research as hereinafter defined and the University is prepared to carry out the Research under the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

1.1.1 “The Company’s Officers” means the person or persons appointed by the Company to liaise with the University in connection with the Research;

1.1.2 “The Effective Date” means the date specified in Schedule 1;

1.1.3 “Information” means the information, results, know-how and data relating to and/or being the result of the Research;

1.1.4 “Intellectual Property” means any patent, patent right,
copyright, Rights” design right, registered design, proprietary confidential information (including without limitation know-how) or other industrial or intellectual property rights (excluding copyright in any report, document or Publication referred to in Clause 5.2) which subsist or may in the future subsist in respect of the Inventions and applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world;

1.1.5 “Invention” means the invention(s), discoveries, procedures, improvements or materials made or produced by the University or by the Researcher during the course of the Research;

1.1.6 “Publication” has the meaning prescribed in Clause 5.2;

1.1.7 “Research” means the research study which is to be carried out by the University pursuant to this Agreement and which is more particularly described in Schedule 1;

1.1.8 “The Researcher” means the person(s) appointed by the University to carry out the Research;

1.1.9 “Research Period” means the period of the Research which is specified in Schedule 1;

1.1.10 “Party”, “Clause” or “Schedule” means a party, clause or schedule (as the case may be) to this Agreement.

1.2 The Clause headings in this Agreement are for the convenience of the Parties only and do not affect its interpretation.

1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice-versa.

1.4 Words connoting gender include other genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
1.5 References to any statute, statutory instrument, legislation or regulations shall (unless specified to the contrary) include any modification, amendment or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, bye-laws, permissions, licences, consents, notices, and directions or other things made, issued or given thereunder or deriving authority therefrom.

2. **Obligations of the University**

2.1 In consideration of the payments to be made by the Company to the University pursuant to Clause 3, and the Company’s other obligations under this Agreement, the University shall:

2.1.1 Appoint a suitably qualified person as the Researcher to carry out the Research; and

2.1.2 Use its reasonable endeavours to carry out, and to procure that the Researcher shall carry out the Research with reasonable skill and care in accordance with the terms of this Agreement and shall use its reasonable endeavours to co-operate with the Company in order to endeavour to achieve the objective identified in the Research.

3. **Contributions by the Company**

3.1 The Company shall pay to the University the sum(s) specified in Schedule 2 in accordance with the provisions contained in Schedule 2. All sums payable under this contract are exclusive of VAT which, if payable, shall be paid in addition on the rendering of a suitable VAT invoice therefor.

3.2 The Company shall pay to the University during the period of this Agreement all reasonable expenses (including reasonable travel and accommodation expenses) incurred by the staff of the University or the Researcher as a result of visits or time spent with the Company, or in connection with the Research upon receipt of reasonable evidence in support thereof. Photocopies of tickets or receipts shall amount to reasonable evidence. Reimbursement of travel costs shall be at the standard rate. Reimbursement of accommodation costs shall not significantly exceed the cost of accommodation which the Researcher or the staff of the University (as the case may be) normally incur.

3.3 All payments to the University shall be made against the University’s invoices which shall be presented in accordance with the provisions of
Schedule 2. All payments shall be made by the Company within 14 days of the date of the University’s invoice therefore.

3.4 The Company agrees to co-operate fully with the University and with the Researcher in order to endeavour to achieve the objective identified in the Research.

3.5 In addition, the Company will provide or make available to the University the equipment, materials or facilities specified in Schedule 1 or other materials, equipment or facilities for use in the Research as may be agreed between the Company’s Officers and the University.

4. Progress

4.1 In accordance with the provisions of Schedule 1, the Company and the University shall agree, in writing, a programme for the carrying out of the Research which will include arrangements for contact between the Company’s Officers and the Researcher.

4.2 The Company shall be entitled to seek progress reports from the Researcher at not more than [yearly] intervals during the Research Period.

4.3 The University will use all reasonable endeavours to procure that the Researcher shall send to the Company a final report within six months of the end of the Research Period.

5. Intellectual Property Rights

5.1 Provided that all payments to be made by the Company hereunder are paid to the University, the University agrees that if during the course of, or as a result of undertaking, the Research, undertaken during the Research Period, the University shall make discover or devise any Invention (whether patentable or otherwise capable of being protected or not) except as provided in this Agreement, the Intellectual Property Rights in such Invention, shall be assigned to, or shall belong to and be the absolute property of, the Company.

5.2 The University shall retain the copyright:

5.2.1 in any report or other document produced by the University under this Agreement;

and

5.2.2 in any paper, book, thesis, dissertation, conference paper or other publication (hereinafter called “Publication”) produced in connection with the Research (unless copyright in the same vests in the Researcher or other employee or student of the
University under the terms of any agreement between the University and such employee or student, in which event copyright in such paper, book, thesis, dissertation or other publication shall remain vested in such employee or student).

5.3 The University agrees to grant to the Company a non-exclusive licence to use and reproduce any report, Publication or other document provided to the Company by the University under this Agreement for the purpose of applying for any patent or other Intellectual Property Right protection under this Agreement or for manufacturing, selling or otherwise exploiting products or offering services using any Invention.

5.4 Within a period of six months of the Completion of the Research Period the Company shall notify the University promptly as to each country in the World in which the Company elects to seek protection by obtaining patent rights or other Intellectual Property Rights at the Company's expense, or that the Company elects not to seek such protection. The Company shall promptly seek such protection in each said elected country.

5.5 If the Company elects to seek such protection in the Invention only in certain countries, or if the Company elects not to seek such protection in the Invention in any country whatsoever, the University shall have the right to seek such protection at its expense in the Invention in any and all non-elected countries.

5.6 Title to all patents and other Intellectual Property Rights applied for by a Party shall vest in the Party seeking such protection. The Party filing such applications shall name the Researcher and/or the University as the Inventor(s) (as the case may be) and shall promptly provide the other Party with a copy of each application so filed and, upon request, copies of all official papers relating thereto.

5.7 If the Company, in its absolute discretion, shall decide to apply, in any country of the world, for patents or other equivalent Intellectual Property Rights in respect of any of the Inventions, the University shall and shall use all reasonable endeavours to procure that the Researcher shall give to the Company, at the Company's expense, such assistance as the Company may reasonably require to facilitate the obtaining of any patents or other equivalent Intellectual Property Rights in respect thereof and shall sign, execute and deliver all such documents, forms and papers reasonably required to be produced or obtained by the Company in connection with the obtaining of any such patents or equivalent rights.

5.8 If the University, in its absolute discretion, shall decide to apply, in any non-elected country of the world, for patents or other equivalent Intellectual Property Rights in respect of any of the Inventions, the Company, and its employees, shall give to the University at the University's expense, such assistance as the University shall require to
facilitate the obtaining of any patents or other equivalent Intellectual Property Rights in respect thereof and shall, and shall procure that, its employees shall sign, execute and deliver all such documents, forms and papers reasonably required to be produced or obtained by the University in connection with the obtaining of any such patents or equivalent rights.

5.9 For the avoidance of doubt it is expressly agreed that nothing contained in this Agreement shall prohibit or restrict the Company from manufacturing selling or otherwise supplying any product which is owned by the Company on such terms as it shall in its absolute discretion decide.

5.10 In the event that:

5.10.1 Any attack is made upon any patent granted to the Company or to the University hereunder, or consequent hereto, in respect of any of the results of the Research; or

5.10.2 Any patent application made by the Company or by the University in respect of any of the results of the Research is opposed; or

5.10.3 Any application for the grant of any patent is made by, or any patent is granted to, any person by reason of which such other person in the Company's opinion or in the University's opinion, may be granted or may have been granted rights which conflict with any of the rights granted to or enjoyed by the Company or by the University under any patent or patent applications referred to in Clause 5.10.1 or 5.10.2; or

5.10.4 Any unlicensed activities are carried on by any other person not being a Party hereto which, in the Company's opinion or in the University's opinion, constitute an infringement of any patent referred to in Clause 5.10.1; or

5.10.5 Any application is made for a compulsory licence under any patent referred to in Clause 5.10.1,

(a) The University shall and shall use all reasonable endeavours to procure that the Researcher shall give to the Company, at the Company's expense, all such assistance as the Company may reasonably require for the protection of the Company's rights under any patent or patent applications referred to in this Clause; and

(b) The Company shall give and the Company shall procure that its employees shall give to the University at the University's
expense, all such assistance as the University may reasonably require for the protection of the University's rights under any patents or patent applications referred to in this Clause.

5.11 The Company further agrees that during the period of the Company's ownership of any Intellectual Property Rights in the Inventions the Company will grant, and hereby grants, free of charge, to the University (with the ability to sub-license to the Researcher) an irrevocable non-exclusive licence to carry out further research upon, or re-produce in any form the Inventions for non-commercial academic purposes only.

5.12 If:

5.12.1 within any period of five years following the completion of the Research Period, the Company does not, exploit the Inventions commercially; or if

5.12.2 at any time the Company decides not to renew or pursue any patent or other equivalent Intellectual Property Right protection or any application for a patent or any similar protection, in any elected country, it shall, forthwith, inform the University, and if the University so requires, the Company shall:

(a) grant to the University, free of charge, an irrevocable non-exclusive licence to use, amend, adapt, update, carry out further research upon or reproduce in any form, the Inventions or any part thereof or to manufacture products using, or to offer services using, the Inventions or any part thereof, or to grant sub-licences to third parties to do any of the foregoing throughout the World, in the case of the application of Sub-clause 5.12.1, or in such elected country in the case of the application of Sub-clause 5.12.2;

or

(b) assign to the University, at the reasonable expense of the University, the Intellectual Property Rights in the Invention, throughout the World in the case of the application of Sub-clause 5.12.1, or in such elected country in the case of application of Sub-clause 5.12.2, in which event the Company shall sign, execute and deliver all such documents, forms and papers required to be produced or obtained by the University in order to effect such assignments.

6. **Confidentiality**

6.1 Except as provided below, each Party shall, and shall procure that its employees and students shall, during the Research Period and during the period of [one] year thereafter keep secret and confidential all Information.
6.2 The University, the Researcher and the Company shall disclose the Information only to such of the University's employees and students and to such of the Company's employees as may be necessary to enable the University, the Researcher and the Company to carry out the Research and to evaluate the results of the Research.

6.3 Each Party shall be entitled to publish its own Information and the University and/or the Researcher shall be entitled, at any time, to publish the results of the Research in a Publication, in any form deemed suitable by the University and/or the Researcher (as the case may be) provided that:

6.3.1 the University will let the Company have a copy of any such proposed publication at least four weeks before it is due to be published; and

6.3.2 the University will give fair and reasonable consideration to any representations made by the Company relating to the proposed publication, particularly if the Company requests such publication to be delayed for a reasonable period in order not to prejudice the obtaining or the validity of any Intellectual Property Rights in any Invention in any country in the World.

6.4 The obligation of confidentiality contained in this Clause 6 shall not apply to any Information which:

6.4.1 Was at the time of the receipt published or otherwise generally available to the public;

6.4.2 Has, after receipt by the receiving Party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;

6.4.3 Was already in the possession of the receiving Party at the time of receipt without any restrictions on its disclosure;

6.4.4 Was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing Party;

6.4.5 Was developed independently of the Research under this Agreement by the receiving Party.

7. **Warranty**

7.1 The University and the Company, each warrant that they have the capacity and unfettered right to enter into their respective obligations
set out herein and in so doing, do not breach the provisions of any agreement to which they, or either of them, are a party.

7.2 The University, does not warrant that the objective or the anticipated results of the Research are achievable, and all other warranties express or implied are excluded to the fullest extent permitted by Law. More particularly, the University shall be under no liability in respect of the results of the Research or of the manufacture, use, sale or other disposition or exploitation of any Invention, product or process resulting from the Research.

8. **Indemnity**

8.1 The Company shall indemnify the University and keep the University fully and effectively indemnified against any claim, expense, loss or damage or injury to or death of any person arising from the manufacture, use, sale, exploitation or other disposition of any Invention, product or process resulting from the Research, or caused by any negligent act or omission or wilful misconduct of the Company, its employees, agents or sub-contractors.

8.2 Subject to the exclusions provided in clauses 7.2, 8.1 and 8.3, the University shall indemnify the Company and keep the Company fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the University, its employees, agents or sub-contractors.

8.3 Neither the Company nor the University shall in any event, be liable for any consequential loss or loss of profits or of contract whatsoever.

8.4 If requested by either Party, the University and the Company shall demonstrate to the reasonable satisfaction of each other that they carry appropriate public liability insurance cover in respect of each event or series of connected events of at least two million pounds (£2,000,000) each.

9. **Term and Termination**

9.1 This Agreement shall come into force on the Effective Date and shall continue in force for the Research Period unless terminated earlier in accordance with the provisions of this Agreement.

9.2 The University shall be entitled to terminate this Agreement forthwith on notice in writing to the Company:

9.2.1 If the Company shall be in breach of any obligation owed to the
University howsoever such obligation arises, provided that in the case of a breach capable of a remedy it shall have continued unremedied by the Company for 30 days after written notice from the University specifying the breach and requiring its remedy; or

9.2.2 In the event that the Company shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Company shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Company or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Company or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

9.3 The Company shall be entitled to terminate this Agreement forthwith upon notice in writing to the University:

9.3.1 If the University, shall be in breach of any obligation owed to the Company, howsoever such obligation arises, provided that in a case of a breach capable of remedy it shall have continued unremedied by the University for 30 days after written notice to the University, from the Company, specifying the breach and requiring its remedy.

9.4 Any termination of this Agreement shall be without prejudice to any other

rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. More particularly, termination of this Agreement for any reason shall not bring to any end the provisions of Clauses 5, 6, 7, 8 and 10.

9.5 Upon expiry or earlier termination of this Agreement the University shall and shall procure that the Researcher shall, subject to Clause 5.11, forthwith deliver up to the Company all confidential information and all property belonging to the Company which may be in its or his/her possession or control.

10. Recognition
10.1 If any commercial or economic benefit accrues to the Company through its entitlement to the rights in the Inventions or Research conferred by this Agreement, the Company shall make such payment or benefit to the University in respect of the contributions made by the University, the Researcher and any other member or employee of the University as may in all the circumstances be reasonable, and such payments or other benefit shall recognise the value of innovative steps.

11. **Assignment**

11.1 Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement whether in whole or in part, without the prior written consent of the other.

12. **Force Majeure**

12.1 No failure or omission by any Party to carry out or observe any of the stipulations, conditions or obligations to be performed hereunder shall give rise to any claim against such Party or be deemed to be a breach of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that Party.

13. **Waiver of Remedies**

13.1 No forbearance, delay or indulgence by any Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right power or remedy herein conferred upon or reserved for any Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

14. **Entire Agreement**

14.1 This Agreement supersedes all prior agreements, arrangements and undertakings between and representations made by any of the Parties and constitutes the entire Agreement between the Parties relating to the subject matter hereof.

14.2 No additions to, variation or amendment of this Agreement shall bind any Party unless agreed to in writing by duly authorised officers of each Party.

15. **Severability**

15.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, including but without limitation, by reason of the provision of any legislation or other provisions having force of Law or by reason of any decision of any Court or other body or authority having
jurisdiction over the Parties to this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

16. **Notices**

16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the particulars of this clause. Any such notice may be delivered personally, or by first class pre-paid letter, telex or facsimile transmission and shall be deemed to have been served, if by hand when delivered, if by first class post, 48 hours after posting and if by telex or facsimile transmission, two normal working hours after dispatch.

17. **Governing Law**

17.1 This Agreement shall be governed by and construed in accordance with English Law and all disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be referred by any Party to the binding arbitration of a single arbitrator to be agreed by the Parties, but in the absence of agreement within 14 days, to be selected (on the application of any Party) by the President for the time being (or his/her duly authorised nominee) of the Law Society, in accordance with the provisions of the Arbitration Acts 1950 - 1979 or any statutory modification of re-enactment thereof for the time being in force.

18. **Not a Partnership or Agency Agreement**

18.1 Nothing in this Agreement or in any antecedent regulations or proposals shall be deemed to constitute a partnership between the Parties or constitute the University, the agent of the Company, or vice versa for any purpose.
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above

Signed for and on behalf of the University of Teesside

Signature ..................................................................................

Name ..................................................................................

Office ..................................................................................

Signed for and on behalf of the Company

Signature ..................................................................................

Name ..................................................................................

Office ..................................................................................
SCHEDULE 1

The Research

1. The Research is the research study [attached hereto].

2. The Effective Date is

3. The Research Period is a period of years from the Effective Date.

4. The equipment, materials or facilities which are to be provided to the University or made available to the University by the Company are [as attached hereto].
SCHEDULE 2

The University's Fee

In consideration of the performance of the University’s obligations under the Agreement, the Company shall pay to the University a fee of £ payable [on the date of this Agreement], such fee to be exclusive of VAT which, if payable, shall be paid in addition on the rendering of a suitable VAT invoice therefor.
A RESEARCH AGREEMENT

Dated:       day of       200

BETWEEN

UNIVERSITY OF TEESIDE

and
UNIVERSITY OF TEESIDE

UNIVERSITY ANTI-FRAUD AND CORRUPTION POLICY AND PROCEDURE

POLICY

1. Introduction

1.1 The University requires its Board Members, managers and staff to act honestly, with integrity and to safeguard any public resources for which they are responsible, at all times. The perpetration of fraud is an ever-present threat to these resources and should be a concern to all members of staff. The associated problem of corruption is also a threat to the University’s continued wellbeing and resources. The purpose of this Policy is to set out the responsibilities of Board Members, managers and staff regarding the prevention of fraud and corruption; and the procedures to be followed where fraud or corruption is suspected or detected.

2. Definitions

2.1 Fraud

For practical purposes fraud, may be likened to the use or deception with the intention of obtaining an advantage, avoiding an obligation or causing loss to another party.

However, it should be borne in mind that there is no specific criminal offence of ‘fraud’ per se. The significance of fraud in the criminal law is as an element of the mens rea (i.e. the criminal intention or knowledge that an act is wrong) of many criminal offences, particularly those relating to economic loss, although it is not confined to this. Fraud may be succinctly defined as: “dishonestly prejudicing or taking the risk of prejudicing another’s right, knowing that there is no right to do so”. Whilst dishonesty is an essential element of fraud, deceit is not. In most cases, to take the risk of prejudicing another’s right, knowing that there is no right to do so, will be dishonest.

Examples of the sorts of criminal acts which will amount to fraud for the purpose of this Policy include (but are not limited to) such acts as: deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion.

2.2 Corruption

Corruption is a specific offence under the Prevention of Corruption Acts (1899 to 1916). It is the providing or receiving (or agreeing, promising or offering to provide or receive), or soliciting or accepting financial or other benefit or advantage in order to encourage members, managers or staff to follow a certain course of action. Dishonesty is not a requisite of corruption.
2.3 In the case of both fraud and corruption, the conspiracy, agreement, attempt, incitement, aiding or abetting by anyone to do the offence in question will amount to an offence of similar gravity to that offence.

2.4 Obviously, fraud or corruption can be perpetrated by persons outside, as well as inside, an organisation.

2.5 **Computer Fraud**

Computer fraud occurs where information technology equipment has been used to manipulate programs or data dishonestly (for example, by altering or destroying records, or creating spurious records), or where the use of an IT system was a material factor in the perpetration of fraud. Theft or fraudulent use of computer time and resources is included in this definition.

2.6 **Irregularity**

An “irregularity” may be defined as any incident or action taken which is not part of the normal operation of the system or the expected course of events.

3. **The Nature of the University’s Concerns**

3.1 Regrettably as it may be, all organisations must face up to the possibility that there may, from time to time, arise the possibility of some serious irregularity which would need investigation and control. Given this risk, it is necessary to ensure that procedures are established in advance of any such incident and that these procedures are widely known and understood throughout the University, especially to guide those who may have particular concerns which they feel they should draw to the attention of the relevant authorities.

3.2 In establishing such procedures therefore, the University is addressing its own interest and need in the following ways:

3.2.1 by increasing the protection afforded to its funds and other assets;

3.2.2 by helping to ensure the integrity, probity and good order of its staff and its systems;

3.2.3 by emphasising the duty of all staff and others associated with the University to follow regulations, to behave honestly and with integrity, whether there are specific regulations or merely common standards of correct conduct;

3.2.4 by creating a culture in which high standards of ethical conduct are expected, so helping to enhance the morale of staff and assist in the recruitment and retention of staff who seek to work in an organisation of high ethical standards;

3.2.5 by demonstrating a purposeful commitment and response to external requirements (eg through HEFCE) for a sound system of control to be in place.

4. **The University’s Responsibilities**

4.1 The responsibilities of the University are summarised in Appendix 2.

5. **Line Managers’ Responsibilities**

5.1 Line Managers are responsible for ensuring that an adequate system of internal control exists within their areas of responsibility and that controls operate effectively. The responsibility for the prevention and detection of fraud and corruption, therefore, rests primarily with managers. There is a need for all managers to assess the types of risk involved in the operations for which they are responsible; to review and test the control systems for which they are responsible; regularly to ensure that controls are being complied with; and to satisfy themselves that their systems continue to operate effectively.
5.2 The Internal Audit Service is available to assist in this task and to offer advice and assistance on control issues as necessary.

5.3 In terms of establishing and maintaining effective controls it is generally desirable that:

- there is a regular rotation of staff or the duties allocated to staff, particularly in key posts;
- wherever possible, there is a separation of duties so that control of a key function is not vested in one individual;
- backlogs are not allowed to accumulate; and
- in designing any new system, consideration is given to building in safeguards against internal and external fraud.

PROCEDURE

6. **Fraud Response Plan**

6.1 The University has prepared a Fraud and Corruption Response Plan which can act as a checklist of actions and a guide to follow in the event of fraud or corruption being suspected.

It covers:

- to whom reports of suspected fraud or corruption should be made;
- how to secure the evidence;
- how to investigate fraud or corruption;
- when and how to contact the police.

6.2 **Fraud Detection**

Line managers should be alert to the possibility that unusual events or transactions could be symptoms of fraud or attempted fraud. Fraud may also be highlighted as a result of specific management checks or be brought to the attention of management by a third party. Additionally, irregularities occasionally come to light in the course of audit reviews.

6.3 The factors which gave rise to the suspicion should be determined and examined to clarify whether a genuine mistake has been made or an irregularity has occurred.

6.4 It is important that managers act to prevent the loss of evidence which may be essential for subsequent disciplinary action or prosecution. Management should take steps to ensure that all original documentation is preserved in a safe place for investigation. Additionally, the University may suspend any officer involved pending the outcome of an investigation under its Staff Disciplinary Procedure. Suspension itself does not imply guilt, and the University’s policy on suspension must be adhered to.

6.5 Concerns regarding possible financial irregularities may also be expressed by the external auditors or by a member of the University in a capacity as budget holder or some other position of responsibility for particular assets or procedures. In addition, a complaint may be made by another member of staff which shall be dealt with in the same manner.

6.6 Subject only to paragraph 6.15 below, when a possible irregularity is identified it shall be immediately notified to the University Secretary or, in his/her absence, to the Director of Finance, the Director of Personnel or the Head of Legal Services who will immediately draw
the matter to the attention of the University Secretary, the Director of Finance, the Director of Personnel, the Head of Legal Services and the Head of the Internal Audit Service (hereinafter called “the Panel”) unless any of them are or could be implicated in the matter, in which event they will be omitted from the Panel. Any other senior member of the staff in a line management role where the irregularity has arisen will be advised and consulted unless that office holder is implicated in the matter.

6.7 If it is clear to the Panel, that any possible irregularity is of minimal effect and has arisen by accident, a formal record shall be kept of these conclusions and of the action taken. The decision and reasons shall also be circulated to the External Auditors. Otherwise, the Internal Audit Service will immediately be asked to investigate the suspected irregularity and, in the first instance, to advise the Panel within three working days whether there is a prima facie case for full investigation. If a prima facie case for full investigation is found, the University Secretary shall immediately notify the Vice-Chancellor, Chair of the Audit Committee, the Chair of the Board of Governors and the External Auditors. If the irregularity appears to be of sufficient seriousness that HEFCE must be notified, this will be undertaken by the Vice-Chancellor. If a prima facie case for full investigation is not found, this conclusion and the reasons for it will be drafted by the Head of the Internal Audit Service and, following consideration by the Vice-Chancellor and the Panel, an agreed reasoned statement will be recorded by the Head of the Joint Internal Audit Service and circulated to the External Auditors.

6.8 Having regard, inter alia, to the requirements of the University’s fidelity insurance, the Police and Criminal Evidence Act 1984 and the need not to prejudice any future criminal investigations, the Vice-Chancellor will arrange for the police to be informed at the first indication of any serious concerns, including significant fraud as defined in the HEFCE Audit Code of Practice. Such actions will be undertaken in consultation with the Panel referred to in paragraph 6.6 above, unless any of the Members of the Panel are or could be directly implicated in the investigation, in which event they will be omitted from the Panel.

6.9 The full formal investigation of the suspected irregularity shall be the responsibility of the Internal Audit Service who will conduct the investigation in consultation with the Members of the Panel. The Internal Audit Service may request that others assist in this process. Arrangements for the investigation will be agreed with the Head of the Internal Audit Service by the Chair of Audit Committee, following consultation with the Vice-Chancellor. The procedures adopted will depend upon the nature of the case but will take into account:

6.9.1 the need to complete an investigation will all due speed, relative to the requirement for thoroughness;

6.9.2 the University’s Disciplinary Procedures, including the power to suspend;

6.9.3 the possibility that internal or external services, eg of a legal nature, may be required to assist the enquiry;

6.9.4 the possibility of legal proceedings;

6.9.5 the requirement to comply with the rules of natural justice for any person who may be involved;

6.9.6 the need to comply with the requirements of the police in the event that they undertake a criminal investigation.

6.10 On completion of the inquiry, which shall be undertaken as expeditiously as the nature of the irregularity allows, the Internal Audit Service will produce a written report which will be sent to the Chair of Audit Committee, the Vice-Chancellor, the Panel and the External Auditors. Such report will include inter alia, the following elements:

6.10.1 whether in the opinion of the Internal Audit Service there has been any irregularity, and if so:-
(a) the nature of that irregularity;
(b) the extent of the irregularity;
(c) the effects of the irregularity upon the University;
(d) the person(s) involved in the irregularity;
(e) advice and recommendations on action that may be appropriate arising from the irregularity;
(f) advice and recommendations on steps that are required to prevent such an irregularity in the future.

6.11 The Chair of Audit Committee will draw the report to the attention of Audit Committee, by way of a specially convened meeting should the nature and seriousness of the report’s findings indicate that this would be appropriate. The University Secretary will also ensure that the Chair of the Board of Governors is provided with the documentation circulated to the Members of the Audit Committee, and is kept fully informed.

6.12 The Audit Committee will consider the report from the Internal Audit Service and will decide, inter alia, whether to recommend to the Board of Governors or to the Vice-Chancellor (as the case may be) that:

6.12.1 any legal proceedings should be undertaken or investigated;
6.12.2 any action is required regarding the conduct of a member of the Board of Governors;
6.12.3 any action is required regarding the conduct of a member of staff or a student of the University;
6.12.4 any further steps are required within the University to prevent such irregularities occurring in the future.

6.13 The Audit Committee will make a full report to a meeting of the Board of Governors following such an investigation. Where the outcome of the inquiry required this (and it has not already been undertaken), the Vice-Chancellor will arrange for any internal disciplinary proceedings concerning a member of staff or student of the University to be implemented using the University’s disciplinary procedures relating to staff or students (as the case may be).

6.14 Notwithstanding the duty of the External Auditors to report to the HEFCE on any serious weaknesses, fraud or loss or an accounting breakdown, the Vice-Chancellor will notify HEFCE of the actions taken and their outcome in all cases falling within the criteria for such a notification.

6.15 Should a situation arise where one or more of those named above in this section are the subject of a possible or actual inquiry regarding an irregularity, they will not have any involvement in the procedure outlined. Where such a situation does arise:

(a) In the case of the Chair of the Board of Governors, or the Chair of the Audit Committee, the Deputy Chair of the Board / Committee (as the case may be) will act in his/her place, unless such Deputy Chair is also the subject of a possible or actual enquiry regarding any irregularity, in which event some other appropriate member of the Board of Governors nominated by the Chair of the Board (or if he/she is the subject of a possible or actual inquiry, the Chief Auditor of HEFCE), shall act in his/her place for the purpose of this Procedure;
(b) In the case of the Vice-Chancellor or University Secretary, the Chair of the Board of Governors, in consultation with the Chair of the Audit Committee, will determine the appropriate personnel;

(c) In the case of any other officer, the Vice-Chancellor, in consultation with the University Secretary, will determine the appropriate personnel.

6.16. A Flow Chart which sets out the above procedure is attached at Appendix 3.

7. **Staff Responsibilities**

7.1 Every member of staff has a duty to ensure that public funds are safeguarded, whether they are involved with cash, payments or claims (including expenses claims) systems, receipts, stocks or dealings with contractors or suppliers. Staff should alert their line manager where they believe the opportunity for fraud exists because of poor procedures or lack of effective oversight.

7.2 It is the responsibility of every member of staff to report details immediately to their line manager or to a member of the Panel if they suspect that fraud or corruption may have been committed or if they see any suspicious acts or events. If staff do not feel that it is appropriate to report to their direct supervisor or manager the University’s Public Interest Disclosure Policy and Procedure outlines the alternatives that are available.

7.3 Staff should also assist in any investigations by making available all relevant information and by co-operating in interviews.

7.4 Board Members, managers and staff will be regularly reminded of the need to comply with the Code of Conduct relating to Conflicts of Interest, Gifts and Hospitality (attached to Appendix 1 below) - in particular the need to declare and record interests, to record any receipts of, and to declare the offer of hospitality and gifts.

8. **Learning from Experience**

8.1 Where a fraud has occurred, management must take any necessary changes to systems and procedures to ensure that similar frauds will not recur. The investigation may have pointed up where there has been a failure of supervision, breakdown or an absence of control. The Internal Audit Service is available to offer advice and assistance on matters relating to internal control, if considered appropriate.

9. **Conclusions**

9.1 The circumstances of individual frauds and cases of corruption will vary, but it is important that they are all vigorously and promptly investigated and that appropriate action is taken. To repeat, the University views fraud and corruption very seriously and it will not be tolerated in any form. Any member, manager or staff found to have committed any act of fraud or corruption may be liable to immediate dismissal, criminal action and/or claims for compensation.

**Dates, Review and Lead Officer**

This policy was ratified by the Board of Governors at its meeting on

It is due for review on or before

The lead officer responsible for it is the University Secretary
APPENDIX 1

CONFLICTS OF INTEREST, GIFTS AND HOSPITALITY

1. Background

1.1 As a custodian of public funds, the University must maintain high standards of propriety and probity. Members of staff may on occasion be offered gifts or hospitality simply as a mark of courtesy or gratitude. Such offers can place staff in a difficult position, since to refuse may cause offence but to accept may, in certain circumstances, be open to misinterpretation. These guidelines have been drawn up to avoid misunderstanding and to help staff deal with these difficult situations. They have been approved by the Audit Committee and the Board of Governors.

2. Guiding Principles

2.1 The Guiding Principles are:

(a) that the conduct of staff must not create suspicion of or allow them to be placed in a position of any conflict between their duties as employees of the University and their private interests;

(b) that the actions (or inactions) of members of staff on behalf of the University must not create an impression to any third parties that they may have been influenced by a benefit to show favour or disfavour to any person or organisation.

3. Guidance

3.1 Gifts

Gifts of an estimated value of up to £25.00 may be accepted at the discretion of the recipients. Any other gifts should be politely refused. However, where to refuse might reasonably be interpreted as giving offence or causing embarrassment, the gift should be accepted on behalf of the University, provided the recipient is satisfied that it is not being offered in return for any favour.

Receipt of gifts in the latter category should be reported as soon as practicable to the University Secretary who shall enter them on a register held for this purpose. The University Secretary shall decide whether the recipient may retain the gift, whether it should be retained by the University, whether it should be disposed of e.g. to charity or, exceptionally, returned to the donor with an explanatory letter.

3.2 Hospitality

Hospitality such as meals or refreshments offered in the normal course of business may be accepted. Hospitality which might be regarded by a reasonable person as excessive in the circumstances or as a possible inducement should be politely declined. In such cases staff may find it helpful to refer to these guidelines. In particular, the following should be avoided;

(i) hospitality offered in lieu of bona fide fees or expenses;

(ii) inducements which might be interpreted as being intended to create a contractual relationship between the University and a supplier of goods or services;
(iii) offers of hospitality, including travel or accommodation, except as part of an overall contract or memorandum of understanding;

(iv) regular or frequent acceptance of corporate hospitality, particularly from the same source.

In cases of doubt, colleagues should consult their Director/Head of Department who may, if necessary, consult the University Secretary, who will determine the issue.

Hospitality, such as meals or refreshments offered by staff to clients (internal and external to the University) in the normal course of business, is approved subject to budgetary constraint. Hospitality, which might be regarded by a reasonable person as excessive in the circumstances or as a possible inducement should be avoided, e.g. choice of expensive bottle of wine where a reasonable house alternative is available. In cases of doubt, staff should consult their Dean/Head of Department who may, if necessary, consult the University Secretary who will determine the case.

3.3 Other possible Conflicts of Interest

Members of staff are under a duty to disclose any interest: pecuniary, family or personal, direct or indirect, in accordance with the University’s requirements on Declaration of Interest as contained in the Staff Handbook.

3.4 Appeals

If a member of staff does not accept the decision of the University Secretary under paragraphs 3.1 or 3.2 above, he/she shall have the right to appeal to the Vice-Chancellor, whose decision shall be final.
APPENDIX 2

THE UNIVERSITY’S RESPONSIBILITIES

(1) The University’s Financial Memorandum with the HEFCE (July 1997, 15/97) states that:

Responsibilities of the Institution

“Stewardship

16. The governing body of the Institution is responsible for ensuring that funds from the Council are used only in accordance with the Act, this Memorandum and any other conditions that the Council may from time to time prescribe.

17. The governing body of the Institution has a wide discretion over its use of public funds, and is ultimately responsible for the proper stewardship of those funds. Therefore it must ensure that in conducting its affairs it exercises its discretion reasonably and takes into account any relevant guidance on accountability or propriety issued from time to time by the Council, the National Audit Office or the Public Accounts Committee”.

“Designation of Principal Officer

18. The governing body shall designate a principal officer of the Institution, who will normally be the executive head of the Institution, and shall notify the Council whenever it designates such an officer. The designated officer will need to satisfy the governing body that the conditions in this Memorandum are complied with, and may be required to appear before the Public Accounts Committee ... on matters relating to grant to the Institution which arise before that Committee”.

“Financial Management

20. The governing body of the Institution shall ensure that it has sound system of internal financial management and control”.

(2) The HEFCE’s Audit Code of Practice (June 1998/28) states that:

“14. The designated officer must inform, without delay, the chairman of the institution’s audit committee, the chairman of the institution’s governing body and the HEFCE Accounting Officer of any serious weakness, significant fraud or major accounting breakdown. If a matter requiring report is discovered by external or internal auditors in the normal course of their work and the designated officer refuses to make a report, then the auditors must report directly to the chairman of the institution’s audit committee, the chairman of the institution’s governing body and the HEFCE Accounting Officer. This is to ensure that the institution has taken appropriate action. In addition, the HEFCE Audit Service is able to provide advice to institutions on dealing with fraud and irregularity, particularly when notified at an early stage.

Information obtained, suitably anonymised, may be disseminated throughout the sector by HEFCE Audit Service, thereby enabling institutions to protect their interests. This process should also reduce the need for visits to institutions by the HEFCE Audit Service.

15. In this Code a serious weakness includes one that has resulted in an attempted, suspected or actual significant fraud or irregularity. Significant fraud is usually where one or more of the following apply:

(a) The sums of money involved are, or potentially are, in excess of £10,000;

(b) The particulars of the fraud are novel, unusual or complex;
(c) There is likely to be public interest because of the nature of the fraud or the people involved.

There may be circumstances that do not fit this definition. In these cases or any others, institutions can seek advice or clarification from the Council’s Chief Auditor. In view of the public interest, institutions should normally notify the police of all suspected or actual fraud. Where the police are not notified, management should advise the audit committee of the reason. Institutions are also referred to the guidance on fraud issued by HEFCE Audit Service in 1998”.

“Fraud and Corruption

90. Each institution’s management is responsible for the prevention, detection and investigation of irregularities, including fraud and corruption. To discharge this responsibility, management should ensure that an adequate system of internal control is operated. It is not a primary function of internal audit to detect fraud. However, the work of the internal audit service, in reviewing the adequacy and effectiveness of the internal control system, should help management to prevent and detect fraud. The internal audit service should ensure that it has the right to review, appraise and report on the extent to which assets and interests are safeguarded from fraud. When internal auditors suspect fraud, or are carrying out a fraud investigation, it is important to safeguard evidence. They should assess the extent of complicity to minimise the risk of information being provided to those involved, and the risk of misleading information being obtained from them.

91. Internal auditors should report serious weaknesses, significant fraud or major accounting breakdowns to the designated officer without delay. The designated officer must then inform the chairman of the audit committee, the chairman of the governing body and the HEFCE Accounting Officer of such matters without delay. If he or she refuses to do so, then the internal auditor must report to them directly.

92. The institution should ensure that the internal auditor is informed, as soon as possible, of all attempted, suspected or actual fraud or irregularity. The internal auditor should consider any implications in relation to the internal control system, and make recommendations to management, as appropriate, to strengthen the systems and controls”.

(3) Although the Vice-Chancellor has overall responsibility and is liable to be called to account for specific failure, responsibilities to use best endeavours to prevent and detect irregularity, fraud and corruption fall directly on line management and may involve any of the staff of the University.

(4) These responsibilities are to be discharged by:

(a) the regular review of the University’s Financial Regulations and Contract Standing Orders;

(b) the maintenance of an effective Internal Audit Service to review periodically all the University’s main systems, financial and non-financial; and

(c) the appointment of effective and thorough External Auditors, to review the University main financial systems.

(5) The University condemns fraud and corruption in public life, and expects holders of public office and its employees:

(a) to take decisions solely in pursuance of the University’s statutory functions and in the public interest to the exclusion of private and personal interest;

(b) not to place themselves under undue financial or other obligation to outside individuals or organisations that might influence or be perceived to influence them in the performance of their duties;
(c) in carrying out public duties, including making public appointments, awarding contracts, or recommending individuals for awards and benefits, to make choices on merit in accordance with defined guidelines;

(d) to be accountable for their decisions and actions to the public and submit themselves to whatever scrutiny is appropriate to their office;

(e) to be as open as possible about all the decisions and actions that they take;

(f) whenever possible, to give reasons for their decisions and to restrict information only when their duty of confidentiality and loyalty to the University or the wider public interest clearly demands this;

(g) to declare any private interest which is relevant to their public duties;

(h) to take positive steps to resolve any conflicts of interest in a way that first protects the public interest and maintains public confidence; and to take advice from senior officers in any case of doubt;

(i) to promote and support these principles by leadership and by example. (Adapted from the Seven Principles of Public Life, propounded by the Nolan Committee on “Standards in Public Life”).
Insurance Cover for Research

(Author: Tony Barker)

Compensation. Compensation may be categorised as:

A) Compensation to pay an legal liability incurred by the person or University following injury or damage they have caused and

B) Compensation payable to the individual if they themselves incur injury

Details

A) Legal liability compensation.

Ai) Injury to employees of the University including staff on honorary contracts (not students).

i) The University has an obligation to ensure all persons that work for them do so safely.

ii) If an injury occurs then the person has a right to sue the University and if the University are legally liable for the injuries then compensation is payable to the injured party.

iii) Dealt with under the Employer’s Liability Cover to a limit of £25m per occurrence.

iv) This Cover applies world wide and includes ALL activities whether research or otherwise and any premises and any equipment used.

v) If it is decided the University were NOT legally liable then no compensation paid.

Aii) Injury to all persons other than employees and damage to any property

i) The University, its staff, its students whilst on placement or otherwise and all those working for the University have a legal obligation not to cause injury or damage to each other or members of the public or others
ii) If a member of staff or a student etc caused injury or damage then the injured party can claim compensation from the individual person that caused the injury or the University

iii) The Public Liability Cover includes all claims of this nature to a limit of £15m

iv) If the person or University not legally liable no compensation caused

v) This Cover applies world wide and includes ALL activities whether research or otherwise and any premises and any equipment used

B) Other compensation

i) The University has some Personal Accident Cover which applies to employees and students outside the UK and in UK only if overnight accommodation is required or it is an official day trip

ii) This is in effect a Travel Cover and you have copies of the full cover

iii) The University also has a Personal Accident Cover for selected persons which applies to daily travel to work – again you have cover details

That is all the cover that applies hence

i) There is no non-negligent harm cover only negligent harm

ii) Research students, part time or otherwise, only have the legal liability cover as above – there is no Personal Accident Cover in force or same

iii) Students upon placement also only have legal liability cover and no Personal Accident Cover

iv) There is also a Clinical Trials Cover but again only upon a negligence basis

v) All covers are automatic

vi) We expect, as far as UK placements are concerned, that the Host Organisation takes over the legal liability risks of the student whilst the student is working for the Host Organisation – if not the University covers act as a "fall-back" insurer
Annex D: Disciplinary Procedure

POLICY

1. PURPOSE AND SCOPE

1.1 The policy applies to all staff employed by the University of Teesside, except for the members of the Vice-Chancellor’s Executive.

1.2 It is designed to clarify the rights and responsibilities of University managers, employees and Trade Unions, when disciplinary action is invoked due to poor conduct or performance, where this is not shown to be on capability grounds.

2. OBJECTIVES

2.1 To provide a fair and defined framework for dealing with disciplinary matters.
2.2 To protect the interests of both the University and its employees.
2.3 To provide guidelines and a structure to ensure that disciplinary matters are dealt with promptly, fairly and consistently.
2.4 To encourage good management practice and to facilitate support and improvement mechanisms for employees subject to disciplinary action.

3. PRINCIPLES

3.1 No disciplinary action will be taken against an employee until a thorough investigation has been made.
3.2 The employee will be advised in writing of the allegations and the stage at which the procedure is to be invoked.
3.3 Employees have the right of appeal at any stage of the formal procedure.
3.4 At every stage of the procedure, the employee has the right to be accompanied by a representative of any Trade Union, or a friend employed by the University, not acting in a professional capacity. Where there are recognised trade unions the ACAS Code of Practice states it is good practice for those unions to provide representation.
3.5 Disciplinary panels will be made up of staff not involved either in the circumstances surrounding the alleged misconduct or in the investigation of the case in order to ensure a fair hearing.
3.6 Except for gross misconduct no employee will be dismissed for a first breach of discipline.
3.7 Appeals panels will be made up of staff not involved as members of the hearing panel or the investigation in order to ensure a fair appeal.
3.8 Only the Vice Chancellor or in his/her absence a Deputy Vice Chancellor of the University may issue a final written warning or dismiss an employee.
3.9 The emphasis should be on the identification and correction of problems rather than on punishment.

4. TRAINING
4.1 Mandatory Training for Managers and for all persons involved will be provided in the operation of this policy and procedure. Training will be offered to trade union officials.

5. SUSPENSION

5.1 In cases of alleged serious misconduct or gross misconduct, the employee may be suspended on full pay while the allegations are fully investigated. It is recognised that suspension can be a cause of considerable stress on the employee, and therefore it will not be used unless there are clear, justifiable and compelling reasons e.g. that the continued attendance of the employee will hamper the investigation or pose a threat to the University or individual members of the University community. It is important to note that suspension in itself does not represent disciplinary action. The Vice Chancellor, or nominated deputy is authorised to suspend employees.

5.2 Suspension will be confirmed in writing within 5 calendar days from the first day of suspension setting out the grounds on which the decision to suspend has been taken. Such letters will be delivered by recorded post or by hand, and will be copied to the relevant Trade Union official. The employee should sign to acknowledge receipt of the suspension letter where possible.

5.3 An employee suspended from duty will not normally be allowed on University premises during the period of the suspension without the prior permission of the Director of Personnel or nominated deputy. However, an exception to this will be when the employee needs to make contact with their Trade Union representative, or friend not acting in a professional capacity. The Trade Union representative or friend should notify the Director of Personnel or nominated Deputy of the employee’s presence on University premises. An employee suspended from duty may apply to the Director of Personnel for permission to contact University staff as part of their own investigations. This will normally only be considered where the employee is not represented by a trade union representative, or friend employed by the University, not acting in a professional capacity. However, it should not be refused except in exceptional circumstances.

5.4 At any time the University may contact a suspended employee in order to clarify issues or further investigate the case. The employee may be asked to come into the University in order to assist in these matters. In either case the employee may be accompanied by their friend or TU representative.

5.5 Any employee who has been suspended for three weeks or more may appeal in writing to the Governors’ Employment Policy Committee against the suspension. To activate this process the employee should write to the Legal Services Manager. An appeal will be heard normally within 14 days or this may vary by agreement.

5.6 A suspension against which an appeal is made shall continue to operate pending determination of the appeal.

6. VOLUNTARY LEAVE

6.1 In certain circumstances it may be agreed by all parties that the employee shall take a period of voluntary leave (garden leave) whilst the allegations are
investigated. In such circumstances the employee will be paid on full pay for the period of voluntary leave.

7. **CRIMINAL CHARGES OR CONVICTIONS OUTSIDE EMPLOYMENT**

7.1 Criminal charges or convictions outside employment will not be treated as automatic reasons for dismissal. The main consideration will be whether the offence is one that makes the employee unsuitable for their type of work. In all cases the University, having considered the facts, will consider whether the conduct is sufficiently serious to warrant initiating the disciplinary procedure. Workers should not normally be dismissed solely because a charge against them is pending or because they are absent as a result of being remanded in custody. A decision whether or not to initiate the procedure will be made only where criminal proceedings have been concluded.

**PROCEDURE**

1. **INITIAL DISCUSSIONS**

1.1 The University expects satisfactory standards of behaviour, attendance, timekeeping and performance from all its employees. Line managers are responsible for encouraging employees to perform reasonably and effectively and to adhere to University rules and regulations.

1.2 Line managers must make every effort to resolve matters informally through day to day counselling before invoking the formal procedure. All informal action should be recorded, and signed by the manager and employee as representing an accurate record of the discussion. If it is decided that the matter should be dropped, see Section 3.3, Investigations, then all records of the initial discussions should be destroyed and any note of them on the employee’s record should be removed. There should also be no future reference to the matter either verbally or in writing. The employee should be advised at the initial discussion that a breach of discipline is alleged.

1.3 Following initial discussions if the required improvements are not made, or if the problem is of a serious nature, then a full investigation should be invoked.

2. **FORMAL ACTION**

**STAGES OF DISCIPLINARY PROCEDURE**

2.1 **Stage One - Formal oral warning**

For matters of minor misconduct, or where informal action has not resulted in improved conduct, a formal oral warning may be issued following a disciplinary hearing. The employee will be advised of the reason for the warning in writing and any required improvements in conduct or performance, and the timescale required for such improvements to take place. An oral warning will remain current on an employee’s file for 3 months from the date of issue.

2.2 **Stage Two - First Written Warning**
For matters of misconduct, or where an oral warning has not resulted in the required improvement in conduct, a first written warning may be issued following a formal disciplinary hearing. The employee will be advised of the reason for the warning in writing and any required improvements in conduct or performance, and the timescale required for such improvements to take place. The warning shall also include a statement that a final written warning may be considered if there is no improvement or change in conduct or performance. A First written warning will remain current on an employee’s file for 6 months from the date of issue.

2.3 Stage Three - Final Written Warning

For matters of more serious misconduct or where a first written warning has not resulted in the required improvement in conduct, a final written warning may be issued following a disciplinary hearing. The employee will be advised of the reason for the warning in writing and any required improvements in conduct or performance, and the timescale required for such improvements to take place. Failure to improve or modify behaviour may lead to dismissal or to such action short of dismissal. A Final written warning will remain current on an employee’s file for 12 months from the date of issue.

2.4 Stage Four - Dismissal

Summary dismissal may result for matters of gross misconduct or where a final written warning has not resulted in the required improvement in conduct, following a disciplinary hearing (see notes for guidance 2.1 for cases other than summary dismissals.) The employee will be advised of the reason for the dismissal in writing, and the date on which the contract will terminate and period of notice if appropriate by the Vice Chancellor or in his/her absence, a Deputy Vice-Chancellor.

The dismissal will only take place once all stages of this procedure have been exhausted.

2.5 Warnings will be issued by the Chair of the Disciplinary panel.

2.6 The Personnel department will contact the employee to confirm in writing when the warning is expunged, when the warning and all references to it will be removed from the employee’s file.

3. INVESTIGATIONS

3.1 A full investigation to establish all relevant facts will be carried out before a decision to invoke formal disciplinary action is taken. The employee will be informed that an investigation will take place and reminded that they have the right to be accompanied by a representative of a Trade Union or a friend employed by the University, not acting in a professional capacity. The objectives of an investigation will to be to establish the exact nature of the allegation and nature of evidence to substantiate it. The investigation will commence within 10
calendar days from the decision to hold an investigation being communicated to the employee (this may be extended in wholly exceptional circumstances). All parties involved in the investigation will be expected, with reasonable notice, to be available to assist and this may involve rescheduling of previous appointments and commitments. A management representative accompanied by a Personnel representative will carry out the investigation. For cases involving allegations at stages 3 and 4 the investigation will be overseen by the Director of Personnel and the Dean of School / Director of Department.

3.2 The employee and his/her representative will have the right to carry out their own investigations as part of the employee’s defence. (See also section on suspension of employee who is not represented). All parties will be expected to assist, as above.

3.3 After investigating fully the allegations, the management and personnel representative will report to the Dean / Deputy Dean of School / Director / Deputy Director of Department and Director / Deputy Director of Personnel who will then decide within 10 calendar days and considering the evidence, whether to invoke the formal disciplinary procedure, drop the matter or arrange informal counselling for the employee. The employee should be notified forthwith, or in any event within three days of the decision. In the event of the matter being dropped, the procedure outlined in Section 1.2, Informal Discussions, will be strictly adhered to.

4. WITNESSES

4.1 During the investigation, it may be necessary to interview and take statements from any witnesses to the alleged misconduct or events. Witnesses will be expected to assist in the investigation by providing a full and accurate account of their understanding of the situation. Witnesses will be seen as independent and not owned by any party.

4.2 A statement will be drafted by the investigating personnel and management representatives. The witness will then have the opportunity to amend the statement as necessary. The witness will sign their agreed statement as a true and accurate account. If the member of staff under investigation wishes to call witnesses there will be a similar requirement to obtain evidence by way of signed statement.

4.3 Witnesses may be called, by either party, to give evidence during a disciplinary hearing. Witnesses may not normally be called to give evidence if they have not previously submitted a written statement as part of the evidence exchanged prior to the hearing. Late witness testimony will be accepted if both sides are agreeable. The Chair of the Panel will decide in cases of a difference of opinion.

4.3 A witness may be a University employee, student or a member of the general public

5. FABRICATION
5.1 Any witnesses, who are employees, and who are subsequently found to have deliberately provided a false or misleading statement or have fabricated evidence may following investigation be subject to disciplinary action at Stage 4, Gross Misconduct level. Any witnesses, who are students, and who are subsequently found to have deliberately provided a false or misleading statement or have fabricated evidence may following investigation be then subject to disciplinary action in accordance with the Student Disciplinary regulations.

6. PRE-HEARING AND DOCUMENT EXCHANGE

6.1 Prior to the hearing a pre-hearing meeting will take place in order to establish the nature of each side’s case, review witness statements and the calling of witnesses and to clarify any issues or areas of concern on both sides. The pre-hearing will be chaired by a nominated Dean/Director not involved in the case who will then decide:

To proceed with the case
To drop the case
To recommend informal action
To review the level of the allegation/charges

6.2 Copies of the hearing documentation, including statements of case from both parties will be circulated to the Chair and at the same time to both parties. The investigating team and the employee and their representative will be present at the pre-hearing.

6.3 It is anticipated that by arranging such a pre-hearing the disciplinary hearing can concentrate on substantive issues and be concluded more efficiently.

7. NOTICE OF DISCIPLINARY HEARING

7.1 Once a decision has been reached to instigate the disciplinary procedure, the employee will be informed in writing of:

7.1.1 The nature of the allegations and the fact that the hearing is to be a disciplinary one.

7.1.2 **The date, time and place of the pre-hearing (at least 5 calendar days prior to the actual hearing.)**

7.1.3 The date, time and place of the Disciplinary hearing (at least 20 calendar days from the letter.)

7.1.4 The right to be accompanied by a representative of a Trade Union recognised by the University or a friend employed by the University, not acting in a professional capacity.

7.1.5 The names of all persons to be present at the hearing.

7.1.6 The names of any witnesses to be called by either party.

7.1.7 The fact that normally no new evidence will be allowed to be submitted after this stage except under mitigating circumstances, and at the discretion of the chair.

8. CONSTITUTION OF DISCIPLINARY PANEL
8.1 For Stages 1 and 2 the Chair of the Panel will normally be the Dean / Deputy Dean / Head of the employee’s School or Department accompanied by the Director / Deputy Director of Personnel, and the employee’s line manager.

8.2 Subject to 3.5 for Stages 3 and 4 the Chair of the Panel will normally be the Vice Chancellor / Deputy Vice Chancellor accompanied by the Director / Deputy Director of Personnel and the Dean / Deputy Dean / Head of the employee’s School or Department.

9. CONDUCT OF A DISCIPLINARY HEARING

9.1 The Chair of the Panel will introduce those present; explain the reason for their attendance; the purpose and the format of disciplinary hearing and the precise nature of the allegation(s).

9.2 The case against the employee will be outlined by way of presentation of evidence by the management and personnel representative and / or calling of witnesses approved by the panel.

9.3 The employee and his/her representative will be allowed to cross examine witnesses for the management.

9.4 The employee and/or his/her representative will be allowed to respond to the allegations by way of presentation of evidence and/or calling witnesses.

9.5 The management will be allowed to cross examine witnesses for the employee.

9.6 If at any time, evidence arises which needs further investigation then the hearing will be adjourned and reconvened at a later date.

9.7 The Chair has the discretion to determine whether new evidence submitted should be admitted at the Hearing.

9.8 If it becomes apparent that there is no firm basis for the allegation of misconduct or the employee has provided an adequate explanation, then the proceedings should be stopped.

9.9 A period of general discussion will be allowed during which time both sides can ask further questions and explain points.

9.10 The management and employee sides will then be asked to summarise their cases.

9.11 The employee will be provided with the opportunity to state any mitigating circumstances.

9.12 At any time during the hearing the Chair or any panel member may ask questions or seek clarification on certain points.

9.13 Those presenting the case for the management and the employee and his/her representative will be asked to leave the hearing while the panel consider the case.
9.14 The panel will consider the evidence and decide, upon the balance of probabilities, whether the allegations are proven.

9.15 The Chair of the panel will reconvene the hearing and inform the employee of their decision.

9.16 In the event that the Panel require further time for consideration, the employee may be informed of the decision in writing.

9.17 In the case of warnings, details of the expected improvements, support, training, time span and consequence of failure to improve will be stated.

9.18 The employee and his/her representative will be informed of his/her right to appeal against the decision.

9.19 A secretary will take minutes of all hearings as an official record.

9.20 A note taker if the employee wishes.

10. CONFIRMATION OF OUTCOME

10.1 All relevant parties will be informed in writing within 5 calendar days of the outcome of the disciplinary hearing. Where disciplinary action has been taken, the employee will be formally notified in writing of the following:

10.1.1 The date of the hearing and those present.
10.1.2 The details of the complaint.
10.1.3 The decision.
10.1.4 Any improvement required.
10.1.5 The time scale within which any improvement must be achieved.
10.1.6 The level of disciplinary action, if appropriate and the supporting reasons.
10.1.7 The time scale that any warning will remain current.
10.1.8 The agreed programme of support, if applicable.
10.1.9 Details of the Appeals procedure.

10.2 Copies of this letter will also be provided to all relevant parties.

10.3 Two copies of the letter will be delivered by recorded delivery or by hand to the employee to his/her home address. The employee will be sent a copy of the minutes of the hearing in due course. In addition the employee will be required to return a signed copy of the letter acknowledging its receipt.

11. RIGHT OF APPEAL

11.1 An employee has the right to one appeal following any formal disciplinary action. The employee must submit the appeal in writing to the Director of Personnel (in cases of oral or written warnings) or to the Legal Services Manager (in cases of dismissal). The appeal must be submitted within 10 calendar days of both the written confirmation of disciplinary action and Minutes of the Hearing and must include in writing the case for the appeal. The employee may choose to raise an
appeal on grounds including the perceived unfairness of the judgement, the severity of the penalty, new evidence coming to light or procedural irregularities. These are examples of grounds of appeal, and are not an exhaustive list.

11.2 An appeal hearing will be held at a mutually agreed time, but not more than 30 calendar days following the written notification of appeal.

11.3 All documents relating to the original hearing will be circulated to the Appeals Panel at least 10 calendar days prior to the appeal hearing. Both parties must exchange any evidence or documentation to be presented to the appeal at least 10 calendar days prior to the hearing. It is at the discretion of the chair whether to accept any evidence following this time.

11.4 The appeal will be heard by a panel made up of University representatives who were not involved in the investigation and did not hear the original case to ensure a fair and impartial hearing. The employee and his/her representative will be asked to state the reasons for the appeal and to provide any additional supporting information to support their case for appeal. The purpose of the appeal will not be for the employee to restate their original case but they may adduce such evidence as they wish to support their Appeal. The manager and personnel representative who presented the original case will normally present the management case, however in cases heard at Stages 3 and 4 the management side will normally be represented by the Director of Personnel and Director/Head of School / Department or their nominated deputies. The procedure for hearing the Appeal will be in accordance with paragraph 9.

11.5 An employee has the right to appeal with representation against dismissal. An appeal will be to the Board of Governors who will convene a panel as outlined in the Articles of Government. The Appeal Panel will comprise 3 external members of the Board of Governors who will normally be members of the Employment Policy Sub Committee, however at least one member will be included from that committee. The University Secretary or Legal Services Manager will support the panel.

11.6 In the case of an appeal against a decision to dismiss, the employee will be suspended on full pay until such time as the appeal outcome has been determined.