# THE UNIVERSITY OF OXFORD

## UNIVERSITY-STUDENT RELATIONSHIP AGREEMENT



## VISITING STUDENTS<sup>1</sup>

#### PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH THE UNIVERSITY

### Relationship with the University

- 1. As a student at Oxford University you will be a member of one of the University's colleges, societies or permanent private halls. For convenience this document refers to permanent private halls, societies and colleges as "colleges".
- 2. Your main relationship will be with your college, but you will also have a separate relationship with the University in relation to your use of University facilities and services.
- The status of Visiting Students is <u>governed by the examination regulations for Visiting</u> <u>Students</u> and you will not be a matriculated student (i.e. a formal member of the University).
- 4. The purpose of this Agreement is to explain the key aspects of your relationship with the University. These are set out in:
  - a. The documents provided with this agreement. These include:
  - i. this agreement;
  - ii. the Student Handbook<sup>2</sup>;
  - iii. the core information about your course of study provided by your college; and
  - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraph 8 below).
- 5. You agree to abide by the terms of this agreement by taking up your place at the University.

## University and College

- 6. Your continuing relationship with the University is linked to your continuing relationship with your college.
- 7. If your offer of a place at your college, or your college membership is terminated (eg for submitting false information or omitting material information in your application, failing to

<sup>&</sup>lt;sup>1</sup> For exchange students who do not pay fees to their college (whether directly or through an intermediary) or Matriculated Non-Award Students, please refer to the Exchange Student Agreement or the Matriculated Non-Award Agreement.

<sup>&</sup>lt;sup>2</sup> Subject to two points: (1) Visiting Students are not entitled to be members of the Oxford University Student Union ('Oxford SU'), although they may be associate members at Oxford SU's discretion; and (2) while Visiting Students are able to join University sports teams, they are not able to earn an "Oxford Blue".

meet a condition of admission or for breach of college rules and regulations), your relationship with the University will also end. If you are suspended by your college, or subject to other disciplinary or procedural measures, the University may impose similar steps.

### University Statutes, Regulations and Policies

- 8. You agree to comply with the University's Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them for Legislation, the University's Statutes, Regulations, Policies and Codes of Practice and Exam Regulations. They include:
  - the University's Code of Discipline under Statute XI. This sets out behaviour which is considered unacceptable by students and which may result in disciplinary action;
  - other regulations concerning your studies, residence, conduct and behaviour: examples are the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection; and
  - c. the Student Responsibility Agreement ('SRA') setting out standards of behaviour required of students during any pandemic (including Covid-19), epidemic or local health emergency, which all students are required to comply with as a condition of being permitted access to in-person teaching and facilities. The term 'SRA' includes any University code of behaviour or similar requirement, as updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. The University will decide, before commencement of each academic year, whether an SRA is required. The University may also decide to put an SRA in place at any point if a pandemic, epidemic or local health emergency arises or has already arisen. If an SRA is in force then the University may take disciplinary action for breaches of required behaviours.
- 9. The key provisions which you need to be aware of are summarised in your Student Handbook and in this agreement.
- 10. You agree that the University may take disciplinary action against you for breach of its Statutes and Regulations and the Statements and Codes of Policy, Practice and Procedure, including the Code of Discipline. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

#### Your Responsibilities

11. It is your responsibility:

- a. to act as a responsible member of the University's community, including treating other members of the community and the public with courtesy and respect.
- b. to progress your own academic studies. This will include submitting work when required to do so, meeting deadlines and attending tutorials, classes and lectures.
- c. to comply with any measures or instructions given by the University or your college to reduce risk of transmission of any illness or infection and behave in accordance with the Student Responsibility Agreement (which shall be in force during any pandemic (including Covid 19), epidemic or local health

emergency). Without limiting that general obligation, reasonable measures may include imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of hand sanitiser or distancing procedures. You must also immediately declare to your college if you have, or suspect you have, symptoms of Covid-19 (or any other serious infectious illness), or if you have received a positive test for Covid-19, and comply with any required health, testing, isolation, distancing or health and safety measures in place, as updated from time to time;

- d. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. A wide range of support is available from your college, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your College Handbook.
- e. to follow good academic practice, including following the University's policies and guidance on conduct during examinations, plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.7, 11.5 and 11.6 of the Student Handbook.
- f. to obtain an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and the types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. <u>Support and information on visas</u> are available from Student Immigration.

### Fees and Payment

12. Details of the fees and charges you will have to pay the college will be provided to you by your college or home institution either before or with your college offer letter.

### Living Expenses

- 13. You will normally live in Oxford during while you are at the University and will need to pay for your living costs such as food, accommodation, and personal items unless this is being covered by your home institution.
- 14. You will have a contract with your college in relation to college accommodation, the cost of which may be included in your fees.
- 15. Information on the likely range of living costs will be provided with your college offer letter. You should allow for an estimated increase in living expenses of 3% each year.

### Changes to provision of facilities and services

- During a pandemic (including Covid-19), epidemic or local health emergency your use of University facilities and services may need to be cancelled, substantially curtailed or changed.
- 17. The University will ensure that, when making changes as a result of a pandemic, epidemic or local health emergency, key University facilities and services are still provided by alternative means, if reasonably possible. The scope of the University's right to make changes under clause 18 below should be construed accordingly.

- 18. Where a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen the University may make such changes it reasonably deems necessary to comply with government or local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. (Colleges may also make such changes and, in some cases, changes made or required by the University may be communicated through colleges.) Examples of measures the University may take in such circumstances include:
  - a. Providing teaching, assessment or other services wholly or partly online or via other remote or virtual means;
  - Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries, lectures, seminars or laboratories);
  - c. Teaching or supervision at evenings, weekends or outside Full Term (where Full Term means the dates for Michaelmas, Hilary and Trinity terms advertised in the University of Oxford Gazette and which are communicated to students)
  - d. Requiring students to comply with:
    - i. social distancing measures;
    - ii. wearing of face-masks
    - iii. wearing personal protective equipment;
    - iv. other health and safety measures the University deems necessary;
  - e. Staggering attendance by students at University so that for part of a term you are not allowed to attend University premises in person;
  - f. Varying, limiting or cancelling access to any University services or facilities;
  - g. Varying, limiting or cancelling any learning experiences that would, without such circumstances, normally happen face to face or in-person (eg work in laboratories, museums, studios, music facilities or via fieldwork or work-placement);
  - h. Varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or work abroad (including the right to vary destinations for work or study abroad) including making changes as a result of health guidance or risk assessment applicable to overseas travel destinations and/or providing students with alternative educational provision.
- 19. No refunds, discounts, damages or waivers of fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness. Furthermore, the University will not be liable for any consequential losses or expenses you may incur (eg travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

### Events beyond our control

20. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under this agreement which results from events which are beyond the University's reasonable control, such as: a pandemic (Covid-19 or otherwise), epidemic or local health emergency necessitating measures to reduce risks of infection or illness; industrial action; acts of God; acts of terrorism; or failure or delay by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore services.

### Intellectual Property

21. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook.

### Personal Data

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

### **Complaints Procedure**

23. The University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints about University matters should be made to the Proctors' Office. There may be a subsequent right to complain to the Office of the Independent Adjudicator.

### Termination

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

#### Jurisdiction

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