

FAQs for organisations (collaborators) that are considering funding and/or hosting a postgraduate researcher (PGR) undertaking a PhD or other postgraduate research programme at the University of York

This document can be shared directly with prospective collaborators.

Prospective collaborators should note that this document is for use only with reference to establishing a relationship with the University of York and should not be used for any reason other than this, and should not be shared with any third parties.

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Key contacts at the University

Your departmental contact - this is the academic or professional services colleague with whom you are negotiating.

The Research and Knowledge Exchange Contracts (RKEC) team who will agree a contract between you and the University.

Negotiating with the University and contracts

How long does it take to come to an agreement with the University?

We recommend that you start your negotiations with your departmental contact as early as possible and that your departmental contact initiates the contracting process (via RKEC) as soon as they have the necessary departmental approval. Developing a contract and recruiting a PGR for your project (see below) will take time. You can ensure that the process is as swift and easy as possible by discussing important issues (such as IP) with your departmental contact and relevant office/colleague in your organisation at an early stage and ensuring relevant offices/colleagues in your organisation are aware of the need to respond swiftly to any requests from RKEC e.g. to comment on a draft contract or

provide further information.

If we want to fund and/or host a postgraduate researcher (PGR) undertaking a PhD or Masters by research programme does there need to be a contract?

Yes, as a contract - hereafter referred to as a studentship agreement - exists to protect all the parties by ensuring that there is clarity about respective rights and responsibilities.

Who are the parties to a studentship agreement?

Most studentship agreements are signed by the University, the collaborator *and* the postgraduate researcher (PGR) chosen for the project.

If a studentship agreement between a collaborator and the University needs to be signed before a PGR has been recruited to the project concerned, then an additional agreement between the University and the PGR in question will need to be developed so that the PGR can formally acknowledge their obligations (e.g. with respect to intellectual property and confidentiality). The school/department you are working with will ensure that this additional step takes place (it is not a collaborator responsibility).

What does a standard University studentship agreement cover?

The main points covered are: (i) financial contributions, (ii) what, where and how the project will be undertaken, (iii) intellectual property ownership and licensing, (iv) publication and thesis, (v) limitations on liabilities and (vi) external funding terms and conditions where applicable. There will also be a range of general 'boilerplate' clauses. More information about the University's general contracting justifications can be found on our website (['Contracting with us'](#)).

Can we ask the University to use our own model contract?

The University recognises that some collaborators may have studentships across a range of HEIs and may therefore find it helpful to employ their own model contracts. In this instance, RKEC will review your studentship agreement and may need to make some suggestions for alterations to make sure it will work for the University, the project and the PGR concerned.

The studentship agreement is in addition to the University's standard terms and conditions for PGRs. The studentship agreement cannot conflict with the University's standard terms and must ensure there are no restrictions on the PGR submitting or depositing their thesis, and enable compliance with relevant legislation e.g. GDPR.

What are the implications for us if the PGR or their project is receiving funding from a Research Council or similar (e.g. CASE, CDA)?

If the PGR or their project will receive funding from UKRI (i.e. a Research Council such as ESRC, NERC, BBSRC, EPSRC, MRC, AHRC) or similar (e.g. Leverhulme, Wellcome) (i.e. in addition to any funding from yourself as a collaborator and the University) then the studentship agreement will reference the funder's terms and conditions (in the case of Research Council funding this will be the UKRI's training grant conditions). You will need to comply with these terms and conditions - for example around access to the thesis (see below). You can find the terms and conditions on the funders website but you will also be supplied with a copy during the contracting process.

If you are part-funding a PGR who is receiving funding from a Research Council or similar it is expected that you will cover your share of any uplift in stipend payments during the course of the studentship and any funded leave (e.g. if you are funding 25% of the stipend, you would cover 25% of any uplift in the stipend and 25% of the costs of maternity or medical leave).

What happens if we need to vary the studentship agreement?

A variation of the studentship agreement may be required for a number of reasons including changes to the personal circumstances of the PGR and financial issues. If a change arises after signature, discuss this with your departmental contact first and they will liaise with RKEC to initiate a formal contract variation if necessary.

What should we do if the PGR's project involves us providing access to specialist equipment or materials?

If the PGR's project depends on you supplying specific material (broadly defined e.g. could include artefacts, chemical samples, computer code) or equipment for the PGR to work on, this should normally be specified in the studentship agreement. Reference may be needed to cover how the material/equipment is to be shared and stored, how it is to be treated at the end of the project, and any implications for insurance.

What information is required around payment terms?

Details of all financial (e.g. amounts, types, instalments, dates to be paid) and in-kind contributions (e.g. consumables, data, information, materials) to be provided across the full period of the studentship. A schedule will be included in the studentship agreement which sets this out in detail.

Intellectual property (IP)

Common terminology: Foreground and Background IP

Background IP: Intellectual Property that is needed for the project belonging to a party prior commencement of the project or created outside of the project. The studentship agreement will usually set out that, even where this may be used in the project, its ownership remains with the party introducing it to the project.

Foreground IP: Intellectual Property created by a Party during the course of the project, the ownership of which is determined in the studentship agreement.

Who will own any Foreground IP?

Ownership of Foreground IP is usually determined by the intellectual contribution made by the parties to the creation of that IP and how the PGR and their project has been funded. If you are only providing a small amount of funding (direct or in-kind) you should not expect to have ownership of or commercial rights to the Foreground IP.

The University's default position on the ownership of Foreground IP is as follows:

- Foreground IP created by the PGR or the University: owned by the University
- Foreground IP created by the organisation: owned by the organisation
- Foreground IP created jointly by the PGR and/or the University and the organisation: jointly owned by the University and the company.

Other ownership arrangements may be negotiated where you are fully funding the studentship, subject to any external compliance restraints placed on the University.

In circumstances where Foreground IP created by the PGR or the University is assigned to you, then the University will require the right to a licence for academic and research purposes. Any concerns around IP should be discussed as early as possible with your departmental contact.

What if the research has the potential to be commercially exploited?

In those instances where the University owns the IP, then the collaborator can take an option to negotiate a licence to commercially exploit the results, subject to fair and reasonable terms. Where the collaborator owns the results and commercially exploits them, it is commonplace to agree a royalty for the University, for its contribution to the IP.

Who owns the copyright of the thesis?

The University's regulations require the PGR to *always* own the copyright to their thesis.

Who has the right to publish the research?

Both the University and the PGR, subject to reasonable delays for the collaborator to review the draft publication and to remove its confidential information and to seek intellectual property protection where applicable.

What if the thesis contains material that is confidential and/or could be commercially exploited?

In order for a PGR to be eligible for their PGR award, they must submit their thesis for examination by a set date and, post-examination, deposit a final version of their thesis for the official record. The process of submission and deposit cannot be delayed but a thesis can be redacted and/or embargoed to protect material that is confidential and/or could be commercially exploited. If this is a concern, it should be raised during contract negotiation.

The University is committed to the principles of open research so it expects that any embargo period will be as short as possible. A 12-month embargo is acceptable but embargos of a longer duration will require justification and possibly sign-off at a higher level. **Please note that if the PGR or their project receives funding from a Research Council (including CASE, CDA etc), the UKRI's terms and conditions state that a PGR's thesis should be publicly available no more than 12 months after the date of the award. There is a possibility of extending the embargo period beyond 12 months but only where there are really compelling grounds for this.**

Confidentiality

How will the University ensure that our confidential information is protected?

Confidentiality provisions will be included in the studentship agreement which the collaborator will have the chance to review/comment upon. The University's employees are under a duty of confidentiality via their employment contracts. Where the PGR does not sign the agreement with the collaborator, the University will require them to sign a separate agreement, acknowledging their obligations of confidentiality under the project.

The external examiner(s) of the thesis can be required to sign a confidentiality agreement if necessary.

Can the University sign a non-disclosure agreement (NDA)?

Yes, if necessary during any initial discussion phase. A NDA is not necessary once a studentship agreement is signed, as the agreement will contain confidentiality obligations.

Recruiting PGRs

Who is responsible for recruiting the PGR for our project?

The department is ultimately responsible for recruiting the PGR, but you may wish to be involved in that process e.g. involved in short-listing and/or interviewing. If one of your own employees will be the PGR on your project they will need to go through the standard PGR admissions process.

What is the format of a PGR programme?

How long does a PGR programme last?

Full-time PhD programme are typically:

- Three years (in which fees are charged) plus a further continuation period (nominal fees only) of up to one year OR
- Four years (in which fees are charged) with no continuation period

In other words, PhD PGRs have at least four years in which to submit their thesis for examination.

Part-time PhD programmes are normally based on 0.5fte of the full-time programme. There are exceptions to the three-year/four-year split described above.

Full-time Masters by research programmes are one year in duration, plus a continuation period of up to three months.

What does a PGR programme entail?

The University's [Policy on Research Degrees](#) sets out the expectations of PGR programmes, including around:

- Supervision
- Monitoring and progression
- Examination
- Responsible research

What is an off-site or split-site PGR programme?

An off-site or split-site PGR programme is where a PGR is enrolled on a standard University of York PGR programme but hosted by another organisation. Off-site and split-site programmes are governed by the [Framework for Collaborative Off-site and Split-site PGR programmes](#).

Health, safety, and well-being

What are our responsibilities to the PGR in terms of health and safety?

If the PGR is based on your premises (or under your direct supervision), on a permanent or temporary basis, then you are responsible for providing a safe and secure working environment and abiding by all relevant Health and Safety regulations. Under the Workers Protection Act, employers also now have a legal duty to take reasonable steps to prevent sexual harassment in the workplace, including anticipating when it might occur and taking action accordingly.

You can expect the PGR to observe your health and safety rules and regulations while on your premises (or under your direct supervision) and these should be brought to the attention of the PGR in good time.

The PGR should be covered by your Employer's Liability Insurance Policy while based on your premises (or under your direct supervision).

What happens if our relationship with the PGR breaks down or there is a performance issue?

You should discuss any PGR relationship or performance issue, as a matter of urgency, with your departmental contact and attempt to resolve the matter informally with the PGR. If you wish to vary or terminate the studentship agreement in the light of a relationship or performance issue this must be in accordance with the terms of the studentship agreement. The interests of the PGR must be considered in any termination situation.

Remember that if you commit to fund or host a PGR you are not buying research - rather you are funding or supporting a trainee researcher. Funding or supporting a PGR does not bring a guarantee of results.

What happens if the PGR is our employee and they wish to withdraw from the PGR programme?

If the PGR is your employee and they no longer wish to continue with their PGR programme then they will need to withdraw formally. It is for you, as their employer, to decide if this has any implications for their employment.

Risk management, due diligence, research integrity and ethics

What does the University need to know about us as a potential collaborator?

The University undertakes due diligence on all potential new collaborators in order to identify any financial, operational, and reputational matters which may need to be explored further to ensure a mutually beneficial relationship. As part of this process we may request details of operational and governance frameworks you have in place, such as policies and processes which are relevant to undertaking research.

Are there any issues that would prohibit the University from working with us as a collaborator?

The University does not work with, nor accept funding from, the tobacco industry. The University must comply with UK legislation and there may be instances where this effectively prohibits a relationship, for example, if an export licence for technologies critical to the programme of work is declined by the Export Control Joint Unit (see below).

Are there any other issues that we need to be aware of?

Export Controls are a series of measures imposed by the UK Government to regulate the movement of controlled goods, software, and technology to other countries through licences and restrictions. They may apply to your research if you transfer certain items or information to other countries, and in some cases between individuals in the UK. More information and contact details for assistance can be found in the [University's Guidance on Export Controls](#). Other legislation to be aware of includes the [Nagoya Protocol on Access to Genetic Materials](#).

What is the University's approach to research integrity and ethics?

The University expects that all its staff and PGRs, whatever their working environment, will observe the highest standards in terms of research integrity and ethics as set out in the [relevant University policies](#), which form part of the University's approach to [research governance](#).

Equality diversity and inclusion

What is the University's approach to equality, diversity and inclusion?

The University wants all its staff and PGRs, whatever their working environment, to feel part of an inclusive culture where equity, diversity and inclusion are championed. More details of the University's approach are available [here](#).