30 March 2023

**STATEMENT OF TERMS FOR ENGAGEMENT TO WORK**

This statement sets out the principal terms of any offers of engagement for work as required by section 1 of the Employment Rights Act 1996.

Party offering work: University College London (UCL)

Party accepting work:

|  |  |
| --- | --- |
| Job title | Postgraduate Teaching Assistant  |
| Department |  |
| Engagement start date |  |
| Engagement end date |  |
| Work location |  |
| Estimated number of hours work required |  |
| Working patten (days of week to be worked) |  |
| Rate of pay (per hour) |  |
| Description of work |  |

**Engagement**

1.1 Any engagements offered are on an ‘as and when required’ basis. UCL is not obliged to offer you work at any time. You have the choice of whether to accept or decline this engagement. For the avoidance of doubt, you have the status of a worker and are not an employee of UCL. This means that you may not have the same terms and conditions, protections or obligations as someone who works as an employee.

1.2 If you agree to accept an offer of work made by UCL, the terms of this agreement will apply in respect of that specific engagement.

1.3 No probationary period applies with respect to your engagement.

1.4 This assignment will expire on the stated date, but remains subject to termination by either party by not less than one week’s notice in writing. UCL may at its discretion terminate this assignment without notice and make a payment of basic pay in lieu of notice. If, whilst you are supplying services to UCL you should commit any material breach of this agreement, UCL may terminate the Agreement immediately and require you to leave UCL premises.

1.5 Your engagement is subject to the Financial Regulations, Information Security Regulations, Anti-Corruption and Bribery policy and Health and Safety Regulations of UCL, including such additions or amendments thereto as may be made from time to time, insofar as these are applicable to your engagement. Copies of the Financial, Information Security Regulations, Anti-Corruption and Bribery policy and Health and Safety Regulations are available on UCL’s website. Further information on UCL’s policies and procedures can be found here: [Finance](https://www.ucl.ac.uk/finance/ucl-policies-corporate-information) and [HR](https://www.ucl.ac.uk/human-resources/policies-procedures-and-advice).

1.6 Your engagement is subject to UCL’s equality and diversity procedures and you are required to uphold and promote UCL’s commitment to equality and diversity.

**2. Hours of Work**

2.1 There are no set hours for engagements. Any engagement will be as and when reasonably requested and mutually agreed with the Head of Department to which you are allocated.

2.2 Any engagement under this contract will start and end on the dates notified to you and engagements will end on the notified date without any need for UCL to give you further notice of the termination of the engagement.

**3. Training**

You will be required to complete training on a range of issues, including but not limited to the following diversity, unconscious bias, environmental sustainability, fire safety, safety in the workplace, information security, data protection, freedom of information and prevent duty. UCL recruitment essentials is mandatory for staff with recruitment responsibilities.

You may be required to complete additional training at UCL’s discretion and will be paid at your normal rate of pay for any compulsory training you undertake.

**4. Remuneration**

4.1 You will be paid at the rate set out above for the hours that you work.

4.2 You will be paid by bank transfer, subject to deduction in respect of Income Tax and National Insurance. This payment will be made monthly in arrears following receipt of payment details from your department. Full details of UCL [Pay Dates](http://www.ucl.ac.uk/hr/payroll/pay_dates.php) can be found on the [UCL HR](http://www.ucl.ac.uk/hr) website.

4.3 There is no entitlement to additional payment for overtime, unsocial hours or working on statutory days. There is no entitlement to incremental progression.

4.4 It is UCL’s policy to recover any overpayments made to you, including deducting from any future payments due to you. UCL will act reasonably and within the law as regards recovery of any overpayments.

4.5 For the purposes of calculating a day’s pay, for entitlements, deductions or recoveries a rate of 1/260 will be used.

4.6 Aside from the benefits expressly set out in this statement, you are not entitled to any benefits during your engagement.

**5. Pensions**

5.1You are eligible to join, but will not be entered automatically into a qualifying pensions scheme from the date of commencement of your engagement with UCL. An Auto Enrolment Pension Factsheet including information on Fixed Protection and Opting-in of the scheme is enclosed. Additional guidance can be found in the ‘As and When/Casual Workers’ section. Further information on pensions at UCL can be found on [UCL Pensions website](http://www.ucl.ac.uk/hr/pensions).

**6. Duties and Responsibilities**

6.1 Your duties and responsibilities during any engagement at UCL will be carried out under the general direction of your supervisor.

6.2 During your engagement you must:

(i) carry out your duties diligently and to the best of your ability;

(ii) comply with all lawful and reasonable instructions of UCL;

(iii) promote the interests and reputation of UCL;

(iv) act in good faith towards UCL; and

(v) take all possible care not to damage any of UCL’s property or equipment.

6.3 If, having accepted an engagement, you are unable to work for any reason you
 should contact your Supervisor / Head of Department before the designated start
 time.

**7. Annual Leave and Time Off**

7.1 For each full leave year 1 October – 30 September, the paid annual leave entitlement for full time staff is 27 working days. Paid leave will be accrued on all hours worked, based on a pro-rata equivalent of this annual leave entitlement..

7.2 In addition, full time staff are entitled to eight public and statutory holidays and those additional days (normally up to six a year) on which UCL is closed. Paid leave will be based on a pro-rata equivalent of this entitlement.

7.3 Your annual leave entitlement will be calculated on a month-to-month basis according to the hours worked for that month. You are normally required to take your accrued annual leave outside of your working hours. Payment for annual leave will be detailed on your payslip.

7.4 If, on termination of this engagement, you have taken less annual leave than the pro-rata equivalent for that leave year, you will be paid in lieu of the accrued but untaken leave at the rate of 1/260ths of your salary for each day of untaken leave.

7.5 You are not entitled to any other paid leave.

**8. Sickness**

8.1 Each assignment is an ‘as and when’ appointment and accordingly there is no sick pay entitlement, except for statutory allowances, where appropriate. Please contact Payroll Services for more information.

**9.** **Dignity at Work**

9.1 UCL will not tolerate incidences of bullying or harassment and sets out its expectations of [Prevention of Bullying, Harassment and Sexual Misconduct policy](https://www.ucl.ac.uk/human-resources/policies/2021/mar/prevention-bullying-harassment-and-sexual-misconduct-policy).

**10. Disciplinary & Grievances**

10.1There are no disciplinary rules and procedures, or grievance procedures, which apply to your engagement as a worker. However, if you are dissatisfied with any decision to terminate your engagement or are unhappy with another aspect of your work or the working relationship, you should contact your Supervisor / Head of Department.

**11. Research**

11.1 All UCL staff undertaking research must comply with UCL’s [Research Governance Framework](http://www.ucl.ac.uk/srs/governance-and-committees/resgov) as amended from time to time.

**12. Intellectual Property**

12.1 You are bound by [Declaration of Interest](http://www.ucl.ac.uk/finance/policies-procedures/doi), as amended from time to time.

12.2 Further information on IP and inventions can be found on the [UCL Innovation and Enterprise](https://www.ucl.ac.uk/enterprise/about/governance-and-policies/ucl-intellectual-property-ip-policy) website. Information about Material Transfer Agreements is available on the [Research and Innovation Services](https://www.ucl.ac.uk/research-innovation-services/research-contracts/material-transfer-agreements-mta-guidance) website.

**13. Confidentiality**

13.1 You must not use for your own benefit or gain or disclose to any third party any Confidential Information relating to UCL or any of its students, whether during or after your engagement except in the proper course of your engagement or as required by English law.

13.2 “Confidential information” shall include all information which has been specifically designated as confidential by UCL and any information which relates to UCL’s current and future business activities, or to any student or donor, the unauthorised disclosure of which would embarrass, harm or prejudice UCL.

13.3 Nothing in this Agreement shall be taken to prevent you from making a protected disclosure as defined by the Public Interest Disclosure Act, 1998.

**14. Notification of Change in Circumstances**

14.1 All staff are required to disclose criminal convictions acquired during engagement at UCL which may be relevant to their position or that relate to violence, assault or damage to property. Subject to the provisions of the Rehabilitation of Offenders Act 1974, you will comply with any request for a Disclosure and Barring Service (DBS) check made by UCL during the course of your engagement.

14.2 If your role or job classification requires registration with a Registered Body you are required to inform UCL if that registration status changes at any time. Your engagement may be terminated with immediate effect by UCL if you cease to satisfy the requirement to hold such registration.

14.3 All staff are required to satisfy Home Office rules regarding the right to work in the UK. If at any stage your right to work status changes or is revoked you must inform UCL immediately.

14.4 You must ensure that you comply with any specific restrictions including type and hours of work outlined on any visa or permission to work documents.

14.5 If UCL cannot continue to engage you without UCL being in breach of any statutory obligation on UCL, your engagement will end with immediate effect.

**15. Collective Agreement**

15.1 There is no collective agreement which directly affects your engagement as a worker.

**16. Variation**

16.1 This statement of engagement may be varied at any time with the agreement of both parties.

16.2 UCL reserves the general right to make reasonable changes to these and any other terms of engagement on giving you reasonable notice of any such change.

As a member of staff at UCL we may collect additional data from you, from time to time, as part of your engagement (e.g. Occupational Health data). We will process this data, as well as the data provided in your application in order to perform our obligations arising from your contract with us. UCL’s staff privacy notice sets out the basis on which your personal data will be collected from us or any third parties. UCL’s privacy notice can be found here <https://www.ucl.ac.uk/legal-services/privacy>.

Yours sincerely

NAME

Job title

cc:

**Declaration:**

I accept the terms and conditions of my engagement as set out above, including the provisions referred to which are either available on UCL’s website or in documents available for reference from the Human Resources Division.

Signed:

Date:

Please email XXX@ucl.ac.uk to confirm acceptance of this engagement.