 **School of <INSERT>**

# Ref

# Date

# Name

# Address Line 1

# Address Line 2

# Post Code

Dear <Title Surname>

**Teaching Support - Short Term Time Worker Contract (Non-Framework) – Letter of Engagement**

Thank you for agreeing to attend the University to provide teaching support assistance within the School of <insert name> as follows:

|  |  |
| --- | --- |
| Title of module: < > **Hours x Rate: < >** |  |
| Dates: < > |  |
| Times: < > |  |
| Duration (weeks): < > |  |
| Location: < > |  |
| Other provisions: < > |  |

Full details of the terms and conditions of your engagement are attached to this letter.

**[OPTIONAL DELETE AS REQUIRED: insert details of expenses (travel, accommodation and food only) to be reimbursed where applicable]**

If you are willing to accept this offer then I should be grateful if you would sign the contract on page 9 and return a copy of the signed letter to <insert name>, School of <insert name>, at the above address, without delay, so that arrangements can be completed.

Yours sincerely

<insert name>

Head of School



|  |
| --- |
| **Teaching Support**  **SHORT TERM-TIME WORKER agreement**  **Non-Framework Engagements** |

*Please note: this contract is for use in cases where the terms of the engagement do not fit the University’s Teaching Support Framework referred to under the Policy and Guidance on Teaching and Teaching Support (June 2018)*

SHORT TERM-TIME WORKER (non Framework) Agreement dated 20\_\_\_\_

BETWEEN:

1. **THE QUEEN'S UNIVERSITY OF BELFAST** of University Road, Belfast BT7 1NN ( "we" or "us" or "the University"); and
2. [**Name of WORKER**] of [insert address] ("you").
3. Appointment
   1. We will engage you on the terms and conditions set out in this agreement.
   2. Your appointment under this agreement started on [insert date] and, subject to the terms of this agreement, is for a short term period of [insert period] continuing until [insert date] or until it is brought to an end by either you or us giving no less than one months’ notice expiring at any time and any notice due from the University may, at its sole discretion be made in lieu of notice.
   3. No previous employment or engagement with us or any previous employer counts as part of your period of continuous engagement or engagement with us.
   4. Your appointment and your continuing engagement are at all times conditional upon you being permitted to work in the UK and you agree to provide any relevant documentary evidence as may be required. You also agree to inform the University at any time should there be any change to this status.
   5. The University is not obliged to provide work for you to do. By entering into this agreement, you acknowledge that:
      1. the University offers no guarantee of any work at any time, or any minimum amount of work; and
      2. the intention of you and the University is that, except when you are actually working on an assignment for the University, the University is not obliged to provide work for you, and you are not obliged to do the work offered (known as no ‘mutuality of obligation’).
   6. Should you have worked previously, or should you work in the future for us, you hereby agree that each short term assignment will be treated as an entirely separate engagement and there is no relationship between you and the University at the end of, or between, any periods of engagement.
   7. You shall have no right (legal or otherwise) to be offered and we shall be under no obligation to offer any work after the end of the period of this appointment.
4. Status
   1. This agreement governs your engagement by the University as a short term-time worker. It is not a contract of employment and it does not give you any employment rights, other than those to which workers are entitled.
5. Duties
   1. You will be engaged as a [INSERT DETAIL eg tutor] or in such other capacity as we may from time to time reasonably direct, subject to, and in accordance with, the terms of this agreement.
   2. Unless otherwise notified, you will report to [insert name or title] (your "**Manager"**). We may from time to time change your Manager.
   3. You shall undertake duties as set out by your Manager which may include teaching in lectures, seminars, tutorials, associated preparation, student supervision, attendance at meetings, contribution to marking of coursework, written examination and other forms of assessment.
   4. You shall comply with all rules, regulations policies and procedures of the University and shall be responsible for equipment etc and ensure that all procedures set out in the safety regulations shall be followed. Damage or deficiency must be reported immediately to your Manager or other authorised persons and in the event of an accident, appropriate report forms must be completed.
   5. Whilst your method of work is your own, and the University shall not control such method of work, you shall comply with the reasonable requests of the University as to the effective performance of your duties in order to ensure the required teaching outcomes.
   6. You shall keep records and comply with such procedures associated with teaching and assessment as may be specified.
   7. You shall be responsible for your own training and ensuring that you maintain current knowledge of the area to which you are assigned. Should any training opportunities arise within the University you may speak with your Manager should you wish to access those opportunities.
   8. During your engagement you will:
      1. unless prevented by illness or accident, or during an authorised absence, or where you inform your Manager you will not be undertaking duties, devote the whole of your time, attention and skill during working hours to the carrying out of your duties under this agreement and you will not engage in any activities which would conflict with the proper performance of your duties or with our business interests; and
      2. not use (or allow to be used) your knowledge of, or connection with, the University or your knowledge of or connection with any of our customers of or suppliers for any purpose other than our proper purposes.
   9. Nothing in this contract shall preclude you from acting in a similar, or any other, capacity for any other person, firm or company. If you are working for another employer or otherwise engaged during your engagement under this agreement, you will give us such information as we may reasonably require from time to time regarding your working time and related arrangements with the other employer in order to enable us to satisfy ourselves that such work would not in any way diminish or restrict the performance of your duties under this agreement.
   10. This agreement is personal to you and you shall not be entitled to assign or sub-contract any of your rights or obligations under it, save that you do not have to accept any work offered to you by the University in which case you shall notify your Manager at least seven days before any duties to be undertaken.
6. Hours
   1. You do not have any set hours of work and are only required to [INSERT DETAIL OF DUTIES eg attend at tutorials] allocated to your relevant subjects.
   2. However, as the duration of your working time is determined exclusively by you, the parties believe that this falls within the exemption set out in the Working Time Regulations (Northern Ireland) 2016 (the "**Regulations**") so that you are not affected by the limit on weekly working time contained in the Regulations. If this is not the case, then you agree that the limit in the Regulations shall not apply to you and that you working time (including overtime) may therefore exceed an average of 48 hours for each 7 day period in any relevant reference period.
7. Payment
   1. Your hourly rate will be £[INSERT RATE]. You shall be paid monthly in arrears by automated bank transfer (the "**Payment"**). No Payment is payable unless you attend on any agreed hours.
   2. Should you require to work additional hours over those required by your Manager for the proper performance of your duties you will not be entitled to any further remuneration for any such additional hours worked unless with prior written approval from your Manager.
   3. The total Payment paid shall not normally be in excess of £5,000 gross per academic year.
   4. There shall be no review of this Payment for the duration of this agreement.
   5. All payments are subject to deductions for income tax and national insurance contributions and other authorised deductions or deductions required by law. You authorise us to deduct any sums you owe to us at any time from your Payment and/or from any other sums due to you under this agreement (to include, without limitation, any payment in lieu of notice or holiday pay), at any time during your employment and/or when it ends.
8. Place of work and mobility

Your normal place of work will be at a location within the University as directed by your Manager but you agree to perform your duties in such other place, or places, as we may reasonably require from time to time.

1. Holiday
   1. The University’s holiday leave year runs from 1 January – 31 December.
   2. During your appointment you will be entitled to accrue the equivalent of 5.6 weeks holiday in each holiday year. Where you work less than a full (eight-hour) day, your entitlement will be calculated in hours on the basis of 28/232nds (12.07%) of your hours worked, accruing at the rate of one hour's holiday for every 8 hours and 17 minutes worked.
   3. Your holiday entitlement incorporates your statutory basic and additional annual leave entitlement under the Working Time Regulations (Northern Ireland) 2016. You will be deemed to take your statutory basic annual leave entitlement first and then your statutory additional annual leave entitlement.
   4. Carrying forward unused holidays into the next holiday year is not permitted unless with express agreement of your Manager and in accordance with any policy, from time to time, in place. You will not be paid in lieu of unused holiday entitlement except as set out in Clause 7.5 or as required by law.
   5. On termination of your appointment in any circumstances you will be entitled to pay in lieu of accrued but untaken holiday entitlement in respect of the holiday year in which the appointment terminates. The amount of any payment in lieu will be calculated on the basis of 1/232nd of your annual allowance per day or pro rata thereof.
   6. You will be required to repay to the University any salary received for holidays taken in excess of your actual holiday entitlement. The University will be entitled to deduct any amount due to be repaid to it in respect of such excess holidays from any amounts outstanding to you from the University.
   7. You may be required to work on any statutory or public holidays to ensure compliance with teaching schedules.
   8. Given that this is a term time contract you should seek to use all accrued holidays outside teaching periods and we may refuse requests for holidays which would impact on teaching schedules.
   9. We reserve the right to require you to take holidays on particular dates including during any notice period or not to authorise holidays to ensure consistency in work schedules.
2. Sickness
   1. If you are absent from work for any reason, you, or someone or your behalf, must inform your Manager of your absence by no later than 9.30am on the first day of absence, and whether you will organise a substitute [INSERT DETAIL eg tutor].
   2. There is no pay for any absence due to illness or injury, other than statutory sick pay, if you are eligible.
3. DISPUTES
   1. You are not subject to our disciplinary and grievance rules and procedures. Should the University have any concerns about your conduct or performance we shall write to you inviting you to attend a meeting to discuss the matter.
   2. If you wish to raise a complaint about your engagement under this agreement, you may do so by writing to your Manager, setting out details in full. The University will meet with you to discuss your complaint and any outcome.
4. Pension
   1. If assessed as eligible under the criteria contained within the legislation, you will be automatically enrolled in an appropriate qualifying pension scheme. If this is the case you will receive communication in this regard from the Pensions Office.
   2. If you are eligible, we are required to enrol you automatically into a pension scheme. Details will be provided to you as required by the law.
   3. You should note that the University reserves the right to change its chosen qualifying scheme.
5. Expenses

We will not reimburse to you any expenses unless in accordance with the relevant University policy and guidance and agreed in writing, in advance with the appropriate Manager in which case you will be asked to set out how the expenses were reasonably, wholly, necessarily and exclusively incurred by you in the performance of your duties.

1. TERMinATION
   1. Notwithstanding clause 1.2 above and without limitation the University may without notice, terminate your engagement immediately, in writing, if you shall:-
      1. be in breach of any terms of this agreement;
      2. be incompetent, or guilty of any serious or persistent negligence in respect of your obligations under this agreement;
      3. fail or refuse to carry out the duties reasonably and properly required of you under this agreement;
      4. be guilty of conduct or a course of conduct, or be convicted of a criminal offence, which may bring you or the University into disrepute or be otherwise classed at the reasonable discretion of the University as gross misconduct. Examples of gross misconduct include (but are not limited to) theft, dishonesty, fraud, assault, fighting, act of violence or aggression, unacceptable use of obscene or abusive language (including language of a discriminatory nature), possession or use of non-prescribed drugs on University premises or during working hours, possession or consumption of alcohol on University premises or during working hours, other than on occasions approved by the University, serious incapability at work brought on by alcohol or non-prescribed drugs, wilful damage to the University’s property or the property of its employees or students, suppliers or business partners, serious insubordination, falsification of records or other University documents, including those relating to obtaining work, unlawful discrimination, harassment or bullying, refusal to carry out reasonable management instructions, gambling, bribery or corruption, tax evasion facilitation, acts of indecency or sexual harassment, serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow worker or employee, student or third party, breach of the University’s policy regarding smoking, unauthorised access to or use of computer data or computer hardware, and any acts or omissions which might otherwise be deemed as serious in nature;
      5. be unable to carry out your obligations under this agreement for any reason for a period of four weeks, provided that the notice from the Manager shall be given at any time while such inability continues.
   2. If you or we have given notice to end your engagement, we may at any time require you not to attend at your place of work and/or any of our premises, and/or require you to perform your duties from home, to perform no duties or to perform duties different to your normal duties, and/or to return all University property in your possession or control, and/or not directly or indirectly to contact any of our staff or students.
2. Confidential Information
   1. In this agreement Confidential Information means:
      1. information relating to our business, management systems, module information, assessment information, scoring information, finances, transactions, development plans and programmes, information about staff and/or students;
      2. trade secrets (including, without limitation, formulae, computer programs, processes, methods, inventions, technical data, databases, know-how, training techniques, marketing data, operating procedures, policies and practices and designs) relating to our business;
      3. information in respect of which we are bound by an obligation of confidentiality to a third party;
      4. any information which is identified to you by us as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
   2. Except in the proper performance of your duties (or as required by law), you will not, either during your engagement or at any time after it ends, without our prior written approval, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than us), or directly or indirectly disclose Confidential Information to any person (other than any person employed by us whose province it is to have access to that Confidential Information).
   3. During your engagement you will:
      1. use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
      2. not make (otherwise than for our benefit) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of our business or concerning any of our dealings or affair.
   4. The restrictions contained in this Clause 13 will not apply to any Confidential Information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public generally, or to information disclosed for the purpose of making a protected disclosure within the meaning of the Employment Rights (Northern Ireland) Order 1996.
   5. When your engagement ends (or earlier if requested) you must return to us, or our representative, all property, equipment, records, correspondence, documents, files, Confidential Information and other information (whether originals, copies or extracts) belonging to us, or in any way relating to our business and affairs which is in your possession or custody or under your control and all copies, extracts or summaries of such items, whether in a physical or electronic form. You must also delete, irretrievably, any information relating to our business that you have stored on any computer and communication systems, electronic or digital storage or memory device that does not belong to us, including (to the extent technically practicable) from such systems and data storage services provided by third parties. You must at the same time confirm to us in writing that you have complied with your obligations under this Clause.
3. Data protection and monitoring
   1. You shall at all times during your engagement with the University act in accordance with the General Data Protection Regulations 2016/679 ("**GDPR**") and all applicable regulations, domestic legislation including the Data Protection Act 2018 (the "**2018 Act**") and any successor legislation relating to the protection of individuals with regards to the processing of Personal Data (as defined in the 2018 Act) to which the University is subject. You must ensure that you are fully aware of, accept and comply with the University's policies related to data protection and data security as set out in the University's website and as amended from time to time.
   2. You acknowledge that the University will hold Personal Data relating to you which is necessary or reasonably required for the proper performance of this agreement and in connection with your engagement, including: (i) the performance of the University's responsibilities in relation to your engagement; (ii) the administration of the engagement (both during and after the engagement); (iii) the conduct of the University's business; or (iv) where such provision is required by law (including to comply with its obligations regarding the retention of your records) (the "**Authorised Purposes**"). Such data will include, but not be limited to, your job application (including references, CVs and any psychometric testing), address, references, bank details, work, holiday and sickness records, next of kin and maternal, parental and paternity information, remuneration details, performance appraisals, disciplinary and grievance information, and other records (which may, where necessary, include Sensitive Personal Data (as defined in the 2018 Act) relating to your health and data held for diversity monitoring purposes). Your right of access to such data is as prescribed by law. For more information on how the University uses your Personal Data and what your rights are, please see the University’s “Data Protection Policy”.
   3. Where it is necessary or reasonably required to achieve one or more of the Authorised Purposes, and for the purposes of preventive or occupational medicine or assessment of your working capacity or medical diagnosis, the University may process your Personal Data, including Sensitive Personal Data. In particular, this includes your line manager / supervisor having access to relevant Personal Data such as your home address, home/mobile telephone number, marital status record, emergency and next of kin contact details and absence records.
   4. The University may disclose your Personal Data to third parties where this is necessary or reasonably required to achieve one or more of the Authorised Purposes. In certain circumstances, it may be necessary to transfer such Personal Data (including Sensitive Personal Data) outside the European Economic Area.
   5. You will comply with your obligations under our Data Protection Policy and other relevant policies.
4. **VARIATION** **AND NOTICES**
   1. We reserve the right to make reasonable changes to any of the terms of this agreement and any changes will be notified to you in writing before the date upon which they come into force.
   2. All notices which are required to be given under the terms of this agreement shall be in writing and shall, in the case of the University be sent to its above address, and in the case of you be sent to your address set out in this agreement or to such other address in Northern Ireland as you may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter, email or facsimile transmission and shall be deemed to have been served, if by delivery, when delivered, if by first class post 48 hours after posting, and if by email or facsimile, when despatched.
5. Entire agreement
   1. This agreement is the entire agreement between you and us in relation to its subject matter and replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your engagement by us. Any such previous agreements and arrangements will be deemed to have been ended by mutual consent as from the date of this agreement.
6. Governing law

The validity, construction and performance of this agreement, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of Northern Ireland.

Signed for and on behalf of Queen's University Belfast: Date:

..................................................................................... ……………………..........

Director/Authorised Signatory

**I confirm that I have read and understood the contents and implications of this agreement** and have had the opportunity to take advice on its terms where necessary**. I agree to the terms and conditions set out in it.**

Signed: Date:

..................................................................................... ……………………..........

[**insert WORKER name**]