

**STATEMENT OF WRITTEN PARTICULARS  
OF TERMS AND CONDITIONS OF EMPLOYMENT FOR  
RESEARCH ASSISTANTS**

**Employer:** University of Aberdeen, King's College, Aberdeen, AB24 3FX (the 'University')

**Employee:** Miss Ria Desai

**This document is your STATEMENT OF WRITTEN PARTICULARS issued in accordance with the EMPLOYMENT RIGHTS ACT 1996. It should be read in conjunction with the GENERAL TERMS AND CONDITIONS (GTC) document as indicated.**

**Date of issue:** 20 March 2023

**Job Title and Grade:** Research Assistant, Grade 5

---

**Terms of Appointment (also refer to Section 1 of the GTC)**

Your appointment as a Research Assistant is made by the University Court under the terms of Section 3 of the Universities (Scotland) Act 1966 as extended, applied, amended, consolidated or re-enacted from time to time. Nothing contained in these Conditions will deprive the University Court or the appointee of any common law, statutory or other rights which they may possess, unless specifically waived under the terms of this Statement.

**Dates of Employment**

The date of commencement of your employment under this contract is to be confirmed.

The purpose of this post is to deliver research and associated activities in the School of Natural and Computing Sciences on the Medical Research Council's 'Dare UK Driver' project. These activities are expected to be completed 36 months after your start date.

Further guidance on the process to explore opportunities for continued employment at the University on completion of the activities or the funding for the activities (whether internal or external) is detailed in the University's Consultation on the Avoidance of Redundancy policy as amended from time to time. The policy is available in the HR Handbook but does not form part of your contract of employment.

**Continuity of Service**

For statutory purposes, the date of your continuous service with the University commences on your start date. Any period of employment with a previous employer does not count as part of your period of continuous service with the University.

**Eligibility to Work in the UK**

The offer of appointment is conditional upon receipt of documentary evidence of your immigration and nationality status (known as a Right to Work Check) in accordance with UK Immigration Regulations outlined in the Immigration, Asylum and Nationality Act 2006. Please arrange to provide appropriate documentation from the list appended to this statement.

The documentary evidence is to confirm that you are legally entitled to work in the United Kingdom. The University may review your immigration permission on an annual basis to ensure it remains valid and you are required to fully participate in this process.

If you are unable to present evidence of your right to work in the United Kingdom, you will not be able to commence your employment. If the University discovers that you do not have permission to live and work in the United Kingdom; or if your permission to do so is revoked, the University reserves the right to terminate your employment immediately and without notice or pay in lieu of notice.

### **Probation**

You are required to undergo a 12 month period of probation which will commence on the date of your commencement of employment. During your period of probation you may terminate your employment or your employment may be terminated by the University Court by giving the notice specified in the notice clause of this Statement. The Probation Policy is available in the HR Handbook but does not form part of your contract of employment.

Where the appointment is less than 12 months, you will be on probation for the duration of the appointment.

### **Place of Work**

You will be employed within the School of Natural and Computing Sciences based at Old Aberdeen. You may be required to work at or from any other School and/or location.

The University may request that you work for periods of time in other locations within the UK and to undertake short term or long term assignments overseas. This will be in consultation with you. Any request will not be pursued unreasonably. You do not require to give any reason for a decision to decline such a request. Your decision will not be a relevant factor in the application of any University policy affecting you, or any decision making process by the University relating to your employment.

### **Accountability**

You are responsible to your line manager and thereafter through the relevant management structure of Head of School to Senior Vice-Principal and Secretary and Principal to the University Court.

### **Hours of Work**

You are engaged on a full time basis. Full time is based on the requirement that you will normally work an average of 37.5 hours per week to a total of 1650 hours per annum in order to fulfil the duties of the post. You are not entitled to hold any other appointment or undertake any work which, in the opinion of the University Court, may impair or hamper the due discharge of your duties.

### **Duties**

Your duties will be detailed by your line manager and consist primarily of the provision of skilled assistance for research. You may also be required to undertake up to six hours of teaching assistance per week if called upon to do so. \*

You may be admitted to attendance of any classes which qualify for graduation in the University, or matriculate as a Research Student, subject to approval of the University Court.

If you wish to engage with any other employment out with your University employment you must seek your line manager's written consent to do so. Consent will only be withheld on the basis of a potential conflict of interest arising with the University's activities and/or the likelihood of such outside employment impairing or hampering the due discharge of your duties.

\* Subject to any special conditions of the funding body

## **Remuneration (also refer to section 2 of the GTC)**

Your salary will be paid at the rate of £36,440 per annum, on non-spinal Grade 5 of the University salary scales. Additionally, you will receive a monthly mobility allowance of £391 per month for a single person or £822 per month for a married couple.

Your monthly payslip will be available for you to print or to view electronically at: <https://myview.abdn.ac.uk/dashboard/>. If you wish to receive a copy of your payslip in paper format, please contact the Payroll Office by email at: [payroll@abdn.ac.uk](mailto:payroll@abdn.ac.uk).

## **Superannuation**

You are eligible to join the Universities' Superannuation Scheme (USS) subject to its trust deed and rules (the 'USS rules'). Subject to the USS Rules, you will be automatically enrolled in the USS Scheme from the start of your employment unless you opt out of joining before your first salary payment.

The University operates a salary sacrifice arrangement for pension contributions. You will automatically be transferred to the salary sacrifice scheme after three months of making contributions to the pension scheme as a USS member, unless you notify the University's pensions office in writing of your intention to opt out.

The University reserves the right to withdraw or amend any of the rules or benefits of the Scheme and/or terminate your participation in the Scheme and/or to wind up the Scheme itself.

## **Holiday Entitlement**

The University's leave year runs from 1 October to the following 30 September.

The total holiday entitlement for employees shall be 41 days (pro-rata) which includes:

- all public/statutory/local holidays; and
- 3 days leave fixed at the discretion of the University after local consultation with the relevant unions (presently between Christmas and New Year) ("Closed Days").

Holidays shall be arranged by agreement with your Line Manager, taking into account School/Section requirements, in accordance with School/Section procedures.

## **Criminal Convictions**

It is a condition of your appointment that you notify your line manager, who will seek advice from Human Resources, if you are convicted of an offence during the course of your employment with the University.

## **Contact Details**

It is a condition of your appointment that you notify the Human Resources Office of any changes to your personal contact details including change of name, home address, home and mobile telephone number.

## **Notice**

Subject to the provisions of the statutory instruments, where appropriate, your appointment is terminable at not less than three months' notice in writing given by the University Court or at not less than three months' notice in writing given by you. Any earlier termination date will be subject to agreement with your line manager in order to take account of your current duties and responsibilities.

The University reserves the right, at its sole and absolute discretion, to make a payment of salary in lieu of all or part of your notice period. The University Court may dismiss you at any time without notice or payment in lieu of notice if you are guilty of gross misconduct.

### **Jurisdiction**

This Statement shall be governed by and interpreted in accordance with the laws of Scotland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts except that this Statement may be enforced by the University in any court of competent authority.

### **Prior Agreements**

This Statement supersedes any previous agreement between you and the University in relation to your employment with the University.

### **Variations**

Any variation to these conditions will be communicated to you by the Human Resources Office; no other communication from any other source constitutes part of the contract.

**Signed on behalf of the University of Aberdeen:**



**Signature:**

**Name (block capitals):** C PETERS

**Date:** 20 March 2023

Please sign below to acknowledge and accept the terms described in the above written particulars and supporting general terms and conditions of employment and return to the HR Employment Services Centre via email to [hr@abdn.ac.uk](mailto:hr@abdn.ac.uk), retaining a copy of the above written particulars (enclosed) for your records.

**Signature:**

---

**Name (block capitals):**

---

**Date:**

---

## **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

### **Applying to Academic, Academic-Related, Research**

**This General Terms and Conditions document should be read in conjunction with the Statement of Written Particulars issued in accordance with the Employment Rights Act 1996.**

#### **1. Terms of Appointment**

During your employment with the University of Aberdeen your terms and conditions of employment will be in accordance with national agreements negotiated from time to time by the Joint Negotiating Committee for Higher Education Staff (new JNCHES) and as amended from time to time by the University through local collective agreements reached with the trade unions recognised by the University for the purposes of collective bargaining. In the event of a variation between the national terms and conditions and locally determined terms and conditions as outlined in this contract the latter will apply.

Documents are available for reference in the HR Handbook available on Staffnet or from your HR Partner.

#### **2. Remuneration**

Your salary is payable by equal monthly instalments in arrears by credit transfer into a nominated Bank or Building Society Account of your choice in the United Kingdom on or around the last banking day of the month after any necessary deductions for income tax, national insurance and any other authorised deductions have been made.

If your employment commences on or after the 15<sup>th</sup> day of the month, your first salary payment will be made at the end of your first full month of employment.

Details of the University of Aberdeen Grading Structure as amended from time to time are available on the University web site or from HR. The scales are normally reviewed annually. The University is under no obligation to increase the salary values but in the event it does agree an increase the normal implementation date is 1 August in the year of the review.

In the event of any overpayment of salary/wages being made to you or if loans or advances are made to you by the University, you will be advised of the University's intention to recover the amount/s. You agree that the University may deduct from your remuneration any sums due from you to the University. The University may agree to make deductions over a period agreed between you and the University.

#### **3. Removal Expenses**

The University will normally refund expenses associated with you taking up your appointment in accordance with current University policy.

#### **4. Expenses**

You will be reimbursed for any expenses properly incurred in connection with your duties in accordance with the University's expenses and benefits policy as amended from time to time which is available on the University website.

## **5. Holiday entitlement**

You will be paid your normal basic remuneration during such holidays. If your employment commences part way through the holiday year, your holiday entitlement during the first year of employment shall be calculated on a pro rata basis rounded up to the nearest whole day.

Please refer to our current Annual leave guidance for the current position on the carry-over of annual leave. This information can be found at: [Annual leave Guidance update 22 June 2021](#)

You shall not accrue any entitlement to holiday in respect of periods of absence from the office due to injury or illness except as may be required from time to time in accordance with the Working Time Regulations 1998 (as modified, replaced, amended or re-enacted from time to time).

On termination of your employment you will be entitled to be paid in lieu of accrued but untaken holiday for the holiday year in which termination takes place at the rate of Basic Salary/260 ("Holiday Pay Rate") for each day. If you have taken more holiday than your accrued entitlement at the date of termination of your employment the University is entitled to deduct from any sums due to you at the Holiday Pay Rate for each excess day.

If you work a public holiday or designated Closed Day following agreement with your line manager, then a day off in lieu may be taken at a mutually agreed date following consultation with your line manager.

### **Purchase of Annual Leave**

The University operates a Purchase of Annual Leave Scheme which allows staff to buy up to 2 weeks' additional leave, subject to approval and operational requirements, and to reduce their salary through a salary sacrifice arrangement in return. Further detail can be found at:

<http://www.abdn.ac.uk/staffnet/working-here/holidays-197.php>.

## **6. Family Friendly Policies**

The University has in place a suite of family friendly policies detail of which can be accessed at:

<http://www.abdn.ac.uk/staffnet/working-here/leave-200.php>.

These include Maternity, Adoption, Paternity, Shared Parental and Co-Maternity leave schemes which are available for eligible members of staff.

## **7. Sickness and Sick Pay**

If you are absent from work you must contact your Head of School as early as possible on the first day of absence (before your normal start time or as soon as possible thereafter) to inform them of the reason for your absence and its expected duration.

If the absence is due to sickness or injury and lasts for 7 calendar days or less then you must complete a self-certification form which is available from the University's website or HR.

If the absence is due to sickness or injury and lasts for more than 7 calendar days you will be required to produce a medical certificate signed by your doctor stating the reason for absence by no later than the 8<sup>th</sup> calendar day of illness. A new medical certificate should be sent thereafter covering all periods of absence.

You agree to consent to a medical examination at our expense by a doctor nominated by the University should we so require. You agree that any report produced in connection with any such examination may be disclosed to the University and the University may discuss the contents of the report with the relevant doctor.

If you become ill or are injured during a period of statutory holiday pursuant to Regulation 13 of the Working Time Regulations 1998 (as modified, replaced, amended or re-enacted from time to time) and seek to reclassify all or part of any such holiday as sick leave, the University reserves the right to require you to provide satisfactory (in the opinion of the University) medical evidence from a recognised medical practitioner showing that you were unable to work due to illness or injury and such medical evidence should cover the duration of the illness whilst on holiday.

Provided that you comply with the University's sick pay requirements and conditions, you will be eligible for payment of up to 6 months at your Basic Salary and 6 months at 0.5 x your Basic Salary (all payments inclusive of any Statutory Sick Pay).

Eligibility to payment for a period of absence due to illness is calculated over a rolling twelve-month period. The rolling 12 month period applicable is the 12 months preceding the first day of your absence and will therefore be calculated backwards in time from the first day of each absence. Periods of absence occurring at intervals will be treated as cumulative within the rolling 12 months.

## **8. Employment Policies**

The University has a number of employment policies and procedures, relating to your appointment, which are reviewed from time to time by the University Court. Copies of the current employment policies and procedures are available in HR Handbook at:

<http://www.abdn.ac.uk/staffnet/working-here/index.php>.

## **9. Discipline/Grievance**

Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are available on the University website or from HR. These procedures do not form part of your contract of employment.

In order to investigate a complaint of misconduct against you and/or during the course of any disciplinary process to which you are subject, the University may suspend you from your duties with full pay and benefits as long as the University considers necessary to carry out a proper investigation of the complaint. For the avoidance of doubt, during any such period of suspension, you will continue to be bound by all of your obligations under this Statement insofar as they are compatible with you being suspended, including your duty of good faith to the University.

Should you be dissatisfied with any disciplinary decision taken against you or with any decision to dismiss you, you should appeal the decision in writing to the Head of School/Section. Full details of how you should go about this and the steps which follow the raising of an appeal are set out in the disciplinary procedure available at:

<http://www.abdn.ac.uk/staffnet/working-here/your-responsibilities-3690>

If you have a grievance concerning any aspect of work or conditions of employment, you should raise it with your line manager/Head of School, as appropriate, in accordance with the Grievance Procedure for Academic and Academic-Related Staff which is available at:

<http://www.abdn.ac.uk/staffnet/working-here/your-responsibilities-3690>



## **10. Trade Union Membership and Collective Agreements**

You have the right to belong to a Trade Union of your own choice or to belong to no Trade Union. The University currently recognises the following unions for the purposes of consultation and negotiation on terms and conditions in respect of the following staff groups:

Union	Staff Group
Unite the Union ("Unite")	Sole union to represent Technical and Computer Operator staff at the University and jointly recognised with Unison in respect of Security Staff, Maintenance Staff and Support Staff at the Hillhead Halls of Residence.
UNISON	Jointly with Unite in respect of Security Staff, Maintenance Staff and Support Staff at the Hillhead Halls of Residence. Sole union to represent Secretarial and Clerical staff at the University. Lead union in respect of Manual & Ancillary Support Staff at the University. Jointly with UCU in respect of Administrative staff.
University and College Union ("UCU")	Sole union to represent Academic and Professional staff. Jointly with Unison in respect of Administrative staff.
Prospect	Sole union to represent staff of the former Rowett Research Institute who remain engaged on BBSRC terms and conditions.

The UCU has undertaken to consult the BMA on matters affecting medically qualified staff.

From time to time variations in your terms and conditions of employment will result from negotiations and agreement with the relevant recognised trade union/s. These will be notified separately to you and incorporated as appropriate in the documents to which you have access.

## **11. Conflicts of Interest**

The University's policy in regard to the establishment of links between members of staff and outside bodies is outlined in the Code of Practice on Conflicts of Interest. Full details are available at:

[http://www.abdn.ac.uk/admin/docs/conflict\\_of\\_interest.doc](http://www.abdn.ac.uk/admin/docs/conflict_of_interest.doc)

## **12. Bribery Act**

You are required at all times during your employment to comply with any University policy relating to anti-bribery and corruption or gifts and hospitality and you must not act contrary to the Bribery Act 2010. Guidance on the Bribery Act and the implications for the University is available on the University's website and from HR.

## **13. Confidentiality**

In the course of your duties you may have access to Confidential Information of the University and confidential personal information relating to individuals, including, but not limited to, patients, other members of staff, students, applicants for admission to courses and applicants for posts within the University.

"Confidential Information" includes all of the University's' trade secrets, confidential and proprietary information, and all other information and data that is not generally known to third persons who could derive economic value from its use or disclosure, including, without limitation the University's know-how, manufacturing methods, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, improvements, specifications, samples, reports, laboratory notebooks, vendor names, customer and prospective customer names, distributor names, cost and pricing information, market definitions, business plans, marketing plans, financial plans, customer and prospective customer development information and strategies, business development opportunities, sales methods, inventions, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information, including compensation, skill, and areas of expertise.

You must not either during this appointment or after it has terminated, divulge or communicate to any person, use for your own purposes or for any purpose other than those of the University or through any failure to exercise due care and diligence, cause any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through your default. If you are in doubt as to what actions should be taken with regard to confidentiality, you should discuss the matter with your Head of School or other appropriate University officer. You should also refer to the University's Ethical Framework on the Boundaries of Confidentiality. This is available on the University's website and from HR.

#### **14. Intellectual Property**

The University's Policy for Intellectual Property Exploitation and Revenue Sharing can be accessed at:

[https://www.abdn.ac.uk/staffnet/research/IP\\_policy.php](https://www.abdn.ac.uk/staffnet/research/IP_policy.php)

#### **15. Data Protection**

As a member of staff, the University processes information about you (your personal data) in the course of managing your employment and administering the University.

Information about the way in which the University handles your personal data, and the rights you have over your data, is available at [www.abdn.ac.uk/privacy](http://www.abdn.ac.uk/privacy). Should you undertake work overseas on any of our international projects, please review the detail outlined at [University Staff Working Abroad | About | The University of Aberdeen \(abdn.ac.uk\)](http://www.abdn.ac.uk/workingabroad).

#### **16. University Property**

You agree to return to the University at any time on request and in any event on the termination of your employment:

1. in good condition and order, subject to fair wear and tear, all property of the University in your possession or under your control including, but not limited to all keys, mobile telephones, lap-top computers, fax machines, pagers, security passes or credit cards; and
2. all correspondence, books, papers, files, documents and records (whether kept in hard copy or stored in electronic or in some other form), all computer discs and tapes which belong to or relate to the University and agree that you will not make or retain copies or extracts of the same in any form.