

**ROYAL COLLEGE OF CHIROPRACTORS (RCC)  
PHD STUDENTSHIP GRANTS**

**TERMS & CONDITIONS OF AWARD**

## **Introduction**

These terms and conditions relate to RCC PhD Studentship Grants (**SGs**).

An SG is a grant paid by the RCC to a PhD-Awarding Institution (**AI**) for the provision of postgraduate study. The RCC does not fund students directly under this scheme but funds AIs.

Acceptance of an SG constitutes acceptance of both these core conditions and any additional, agreed conditions.

References in these terms and conditions to statutory provisions and guidance include any subsequent amendments or re-enactments.

The RCC reserves the right to amend these terms and conditions.

## **Data Protection**

1. The RCC will use information provided on the SG application form for processing the application or in relation to the administration of the SG, for the award of any subsequent grant, and for the payment, maintenance and review of the grant.

2. Use of submitted data may include:

- Operation of grants processing and management information systems;
- Preparation of material for use by reviewers and peer review panels;
- Administration, investigation and review of grant proposals;
- Sharing proposal information on a strictly confidential basis with other funding organisations
- Policy and strategy studies.
- Making it available on the RCC's web site and other publicly available databases, and in reports, documents and mailing lists.

3. AIs should ensure that collaborating institutions and students are aware how information including personal data about their studentship might be used by both the RCC and the AI.

## **Responsibilities of the AI**

4. The AI is responsible for selecting, administering and supervising students throughout their period of training in accordance with current good practice.

5. In particular, the AI must ensure that:

- Diversity and equality is promoted in terms of the recruitment and management of the student;
- Adequate facilities and resources are made available for the research training;
- A safe working environment is provided, meeting the requirements of health and safety legislation, and any other legislation concerning the health, welfare and rights of students, including the Data Protection Act.

6. The AI must ensure that the research supported by the studentship grant complies with all relevant legislation and Government regulation, including that introduced while work is in progress.

7. The AI must ensure proper financial management of SGs. AIs are expected to take reasonable steps to recover monies paid to students in advance who leave or whose studentship is terminated.

8. AIs must ensure that when individuals accept a studentship, they are aware that they are authorising:

- the AI to disclose to the RCC any information that the RCC requests regarding the progress of their studies, the submission of their thesis (where appropriate), and the completion of their studies;
- the AI to disclose student contact details to the RCC. This is to allow correspondence from the RCC to students. Correspondence is likely to be about funded courses or possibly asking for views about funded postgraduate training. Students may also be invited to events or conferences that the RCC funds;
- the RCC to contact them beyond the life of their studentship for evaluation purposes.

### **Student Complaints/ Difficulties**

9. The AI is responsible for ensuring that the student and supervisor/s are aware of the terms and conditions and any associated guidance of the SG.

10. The AI is responsible for ensuring that student and supervisor/s have access to effective procedures for resolving problems arising from the administration and supervision of the studentship.

11. The AI is responsible for ensuring that students are aware of the complaints procedures and the Quality Assurance Agency (QAA) guidance for students about how to deal with complaints about universities, if relevant:

<http://www.qaa.ac.uk/Pages/Faqs.aspx>

### **Research Governance**

12. It is the responsibility of the AI to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a student's research project. Particular requirements are to ensure that all necessary permissions are obtained before the project begins, and that there is clarity of role and responsibility among the research team (including the student) and with any collaborators. The RCC expects research to be conducted in accordance with high standards of research integrity and research methodology.

### **Research Ethics**

13. The AI is responsible for ensuring that ethical issues relating to a student's research project funded from the SG are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins.

### **Medical and Health Research**

14. There must be effective and verifiable systems in place for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

15. Significant developments must be assessed as the research proceeds, especially those that affect safety and well-being, which should be reported to the appropriate authorities and to the RCC. The AI must take appropriate and timely action when significant problems are identified. This may include temporarily suspending or terminating the research.

### **Health and Safety**

17. The AI is responsible for ensuring that a safe working environment is provided for all individuals associated with a student's research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

18. Appropriate care must be taken where researchers are working off-site. The AI must satisfy itself that all reasonable health and safety factors are addressed.

## **Misconduct and Conflicts of Interest**

19. The AI is required to have in place procedures for governing good research practice, and for investigating and reporting unacceptable research conduct.

20. The AI must ensure that potential conflicts of interest in research are declared and subsequently managed.

## **Use of Funds**

21. The AI must ensure proper financial management of its SG.

22. Training grant funds cannot be used to meet the costs of an activity that will fall beyond the actual end date of the SG, e.g. when a student's support goes beyond the end date of the SG or when travel falls beyond the studentship grant period, the costs cannot be charged to the SG even if the tickets, etc. can be purchased in advance.

## **Student eligibility**

23. To be eligible for an award a student must have:

Settled status in the UK, meaning they have no restrictions on how long they can stay

*and*

Been 'ordinarily resident' in the UK for 3 years prior to the start of the studentship. This means they must have been normally residing in the UK (apart from temporary or occasional absences)

*and*

Not been residing in the UK wholly or mainly for the purpose of full-time education. (This does not apply to UK or EU nationals).

24. The RCC places full reliance on residential eligibility checks undertaken by the AI. When appointing a student, AIs are confirming that they have checked the eligibility of the student to receive the funding allocated to them.

## **Student Training**

25. Funds may be used for student stipends, fees, project costs and the incidental costs of research training, such as travel and conference attendance.

26. Students are expected to be full-time. The PhD Studentships will normally be for three years and AIs must agree with students, at the outset, the expected start and end dates for the funded period of study.

## **Extensions and Suspensions of Studentships**

27. The RCC expects students to complete their training in a single continuous period and does not encourage the suspension of awards. Where suspensions are agreed, total periods of suspension must not normally exceed one calendar year during the lifetime of the award. Sympathetic consideration should be given to requests for abeyance due to personal or family reasons.

28. The AI must make suitable arrangements for coping with absences of students for illness, maternity leave, paternity Leave, adoptive leave, extended jury service and holidays.

29. The AI should advise the student of the terms and conditions under which maternity, paternity or adoption leave and stipend is given and what duration of study is required on return to study after such leave in order for the student to keep the whole value of funding paid during the period of leave. The AI should have in place a policy that requires it to make every effort to recover the value of maternity, paternity or adoption funding from students who decide not to return to study after maternity, paternity or adoption leave.

### **Annual Leave**

30. AIs should ensure that a clear policy on annual leave entitlement exists and that this is made known to the student at the start of their studentship

### **Place of Tenure**

31. The student must normally live within a reasonable travel time of their AI or collaborative organisation to ensure that they are able to maintain regular contact with their department and their supervisor and thus receive the full support, mentoring, training and access to facilities they need to complete their research successfully.

### **Demonstrating, Teaching and Other Paid Work**

32. SGs are training awards and do not cover remuneration for duties which would reasonably be considered to constitute employment. Where students funded through SGs undertake demonstration or teaching, or other types of employment in an institution, they should be paid for this in addition to receiving the RCC-funded stipend.

### **SG Arrangements and Starting Procedures**

33. SGs are for three years, adopting fixed start and end dates. The process for activating a grant consists of two separate stages: the AI must formally accept the SG in writing within 10 working days of the offer letter being issued. This will result in a Start Confirmation document and the payment schedule being issued. The Start Confirmation must be submitted within one month of a student starting.

34. It is the responsibility of the AI to ensure that any student in receipt of RCC funding accepts all the RCC terms and conditions applicable to their award.

### **Annual Statement**

35. The AI may be sent a statement to return each year showing payments made by the RCC during the previous financial year. Where a statement is required, the AI must certify, by returning the statement, that:

- Expenditure has been incurred in accordance with the grant conditions, and
- The project is continuing.

No further payments can be made until the Annual Statement has been received and accepted by the RCC.

### **Expenditure Statements**

36. At the end of the SG, the AI must complete and return a statement detailing expenditure incurred over the full period of the SG. This statement must be received within three months of the end date of the SG.

37. The RCC reserves the right to reclaim funding where it identifies any area of non-compliance with the terms and conditions of the SG, or if any other information or circumstances come to light which suggest a studentship has not been awarded or managed appropriately.

## **Outcomes**

38. It is the responsibility of the AI, and all engaged in the research, to make every reasonable effort to ensure that the outcomes achieved in the course of the research are suitably publicised. Research outcomes should be disseminated to both research and more widespread audiences - for example to inform potential users and beneficiaries of the research.

39. Responsibility for the arrangements relating to the ownership and management of intellectual property rests with the AI. The AI will be expected to put in place an agreement regarding the relative contributions to the creation of intellectual property and any associated revenue sharing arrangements before commercialisation or exploitation commences.

40. Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.

## **Publication and Acknowledgement of Support**

41. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the RCC. Journal publications should acknowledge the funding source using the standard format agreed by funders and publishers.

## **Disclaimer**

42. The RCC accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the SG, except as set out in these terms and conditions, or otherwise agreed in writing.

43. Where studies are carried out in an NHS Trust, the Trust has a duty of care to its patients. The RCC does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.

44. The RCC reserves the right to terminate the SG at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments.

45. The RCC reserves the right to amend the payment profile at their discretion. The AI will be advised, in advance, of any such change. Changes to payment profiles may affect the overall value of the SG.

## **Status**

46. These terms and conditions will be governed by the laws of England and Wales; all matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

47. If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

49. These terms and conditions, together with any additional conditions agreed in writing with the AI, contain the whole agreement between the RCC and the AI in relation to the stated SG. The RCC and the AI do not intend that any of these terms and conditions should be enforceable by any third party.

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Acknowledgement: These terms and conditions are modeled on those developed by Research Councils UK to administer and regulate postgraduate training grants.