

## **ADDITIONAL DUTIES CONTRACT FOR ASSOCIATE LECTURERS: TERMS AND CONDITIONS**

Additional Duties are connected to your Associate Lecturer role but are subject to the terms and conditions below. If there is a conflict between the terms of your Associate Lecturer role and this contract, the terms of this contract will only apply to the Additional Duties work.

### **1. POLICIES AND PROCEDURES**

This contract is governed by the policies and procedures applicable to your Associate Lecturer role which can be found [here](#).

### **2. PAYMENT AND EXPENSES**

You can claim payment for fees online. Please ensure that you submit your claim as soon as possible after completing this work but no later than three months after the end date included in the contract. Claims should be submitted using the online system at <https://msds.open.ac.uk/tutorclaims/>. You will need to include the Assignment Manager, the appointment number of this contract and the number of delivery days you wish to claim for on your form.

You should agree any expenses (including the Concur cost object code to use) with your Assignment Manager before starting the work. If your expenses are not agreed in advance, the University will not be able to pay them. Expense claims should be made via the [Concur system](#), with receipts as evidence. As Associate Lecturers are home-workers, an Associate Lecturer's home address will normally be used as the basis for travel and subsistence expense claims. Here is the link to the travel and subsistence [policy](#).

### **3. HOLIDAYS**

The Associate Lecturer Terms and Conditions provide a leave entitlement of a maximum of 35 days (pro-rata). This is made up of pro-rata 27 days annual leave and pro-rata 8 statutory bank holidays. However, the **statutory** minimum holiday entitlement of 28 days per year, or 5.6 weeks, inclusive of bank holidays will always apply.

Additional duties do not generate an entitlement to additional annual leave. However, they will increase the pay to which you are entitled in respect of your annual leave under your Associate Lecturer contract, as a result of carrying out the Additional Duties. This will be paid when you are paid for the Additional Duties. The amount of this payment is included in the Contract Details section of this letter.

### **4. ABSENCE**

If you are unable to carry out the Additional Duties, due to sickness or any other reason, you must tell your Assignment Manager on the first day of absence. If you know sooner than this that you will not be able to carry out the work and your absence will disrupt the University's ability to conduct its business, you should tell your manager as soon as you know you will not be able to carry out the work.

You may be entitled to Statutory Sick Pay, Statutory Maternity Pay, Statutory Paternity Pay, Statutory Adoption Pay and Shared Parental Pay. For further information, please contact the People Services Hub on 01908 (5) 41111 or at [People-Hub@open.ac.uk](mailto:People-Hub@open.ac.uk).

## 5. WORKING TIME REGULATIONS

Under the Working Time Regulations, the University must make sure it does not offer you Additional Duties which would mean you work more than 48 hours (1.3FTE) a week (averaged over a rolling 17-week period). You should tell us how many hours you work for other organisations and in other jobs at the University so that we can make sure we comply with this obligation.

## 6. PENSIONS

Payments relating to this contract (excluding any expenses) are pensionable under the USS Variable Time Employment (VTE) criteria. If you are already a member of USS as a VTE, we will deduct contributions automatically. If you are a member of USS in an alternative OU role, you can also contribute to USS as a VTE for these duties, in addition to your regular membership, but you must request to do so as this will not happen automatically. If you require further details, please contact [FBS-Pensions@open.ac.uk](mailto:FBS-Pensions@open.ac.uk).

## 7. TERMINATION OF THIS CONTRACT

This contract will end on the earliest of these events:

- you finish the work
- on the date specified on your additional duties contract
- your Associate Lecturer role ending. **If your Associate Lecturer role ends before the end date of this contract, this contract and the Additional Duties connected to your Associate Lecturer role will also automatically end.**

If you or the University wish to end this contract before any of these dates or events, each party must give the other one month's notice.

However, if the University considers that you have committed a serious breach of its terms or committed an act of gross misconduct, it may end the contract without notice. Examples of gross misconduct can be found in the University's Disciplinary Procedures.

If the University ends these Additional Duties due to you committing an act of gross misconduct or a breach of the law, this may affect your substantive position. We will consider this separately under the relevant University procedures for your substantive position.

## 8. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any works, materials, processes, methodologies, information or data, including but not limited to computer programmes, administrative works and inventions, produced by you in the course of this contract belong to the University.

You agree to notify the University where works have been created with another person who is not a staff member and agree what measures and/or agreement shall be put in place to ensure the University can use the works as anticipated by the terms and conditions of this contract.

Furthermore, where third party material, content or other information, including text, photographs, trademarks and research materials is included in the works created in the course of this contract, you are responsible for obtaining third party consents and shall (as applicable):

- Keep accurate details of such Third Party Content;
- Obtain all necessary licences, consents and permissions required for the University and its staff members to use such Third Party Content; and
- Include all required acknowledgements and references in the works as any relevant third party shall require.

People Services 1 November 2022