

GENERAL CONDITIONS OF SERVICE DURING A VISIT TO THE OPEN UNIVERSITY

DUTIES

- 1 The duties and commitment of time associated with the visit are specified in the letter of attachment. The duties of those holding visiting appointments are wholly related to research or related activities.

DURATION OF ATTACHMENT

- 2 The duration of the visit is specified in the letter of attachment, but in order to comply with Home Office requirements it should be noted that the maximum period of appointment for non-EU nationals is 12 months.

REMUNERATION

- 3 Visitors are by definition not paid by the Open University for work associated with their attachment. This requirement covers all forms of remuneration for non-EU nationals in order to comply with Home Office requirements. For other visiting attachments it is possible for appointees to be considered for and appointed to part-time or ad hoc duties (e.g. Research Degree Supervisor or Consultant) provided that the normal appointment processes are followed, the appointee satisfies the normal criteria for appointment and the appointee is reminded of the need to ensure that paid Open University duties are consistent with the terms of his/her substantive appointment.

TRAVEL AND SUBSISTENCE

- 4 The University is not able to assist with the cost of travel to take up the appointment from its own resources. Where an external source of funds is available for this purpose, the University is willing to administer the funds. However, necessary expenses incurred in travelling on Open University business during the period of the attachment, approved by the Executive Dean/Director or other budget holder may be reimbursed in accordance with the approved travel and subsistence scheme if the expenditure relates directly to research for a full-time member of staff.

HEALTH AND SAFETY AT WORK

- 5 All visitors are subject to the Health and Safety at Work Act, 1974 (or any statutory amendment or re-enactment) and are required to make themselves fully familiar with the University's Safety Policy and the Safety in Universities' Code of Practice. Copies may be obtained from the appropriate Head of Unit or the Safety Officer.

OWNERSHIP OF RESEARCH INTELLECTUAL PROPERTY (IP)

- 6 Clarity on ownership of research IP is essential to enable it to be effectively exploited and is usually determined by: who created the IP, the nature of the IP, under what circumstances the IP was generated, and whether there are contractual conditions that affect ownership. In alignment with the OU's terms and conditions of service for employees (Section 19 a-c), the following policies apply for visiting academics:
- a) Copyright and design rights in 'academic work'¹ produced by a visiting academic, except copyright and design rights in course material or work related to administration of the University and its courses, belongs to the employee.
 - b) Copyright and design rights in any other works, including but not limited to computer programs, produced by a visiting academic in the course of their attachment, belong to the University. Furthermore, whenever the University is required to assign or licence 'Foreground' IP to a third party for use outside the project, IP assignments will be requested from participants in the project. The contractual arrangements for such projects cannot be concluded until the appropriate IP assignments have been made.
 - c) In the case of academic-related staff (ARS), copyright in all material written during the course of his/her duties are owned by the University (sections 17-19 of the ARS terms and conditions of service).
 - d) For Open University academic staff who may have an honorary appointment at other institutions, it is important that, where appropriate, an agreement is in place between the OU and the other institution concerning intellectual property.
- 7 Patentable inventions created by visiting academics during the course of their normal duties or in work specifically assigned to them or through externally funded work (including research/laboratory notebooks) belong to the University. This accords with the University's terms and conditions of employment for employees (Section 22; Appendix E for support staff).

PROPERTY

- 8 The University is unable to accept any responsibility for the security of the personal property of visitors whilst on University premises, except where such property is being held on University premises with the knowledge and approval of the University for the express purpose of carrying out of a visitor's duties.

PROTECTION OF RIGHTS

- 9 Further to Articles 23 and 24 of the Charter, all visitors are free to express their political, religious and social and academic views both in private and in public provided that this is explicitly done in their own name and not in the name of the University.

¹ 'Academic works' refers to all works prepared by academic staff in the course of their scholarship and research including journal articles, books, book reviews, design drawings and illustrations, but excluding works prepared in connection with University courses.

FACILITIES

- 10 The University allows visitors to borrow books from the Library (subject to registration with the Library). The University also provides desk space but it is not able to provide any kind of secretarial or other support.

ELIGIBILITY FOR INTERNALLY-ADVERTISED APPOINTMENTS

- 11 Visitors are not eligible for those vacant posts which are advertised as 'internally only'.

CONFIDENTIALITY OF INFORMATION

- 12 Visitors may in the course of their duty with the University have access to confidential information, in particular, that relating to assignments, examination papers and marks, as well as personal information on applicants, students, graduates and staff. Such information should not (either during or after service with the University) be divulged without due authorisation. All visitors must abide by the provisions of the Data Protection Act and should inform themselves of the University's Code of Practice, available from Heads of Units. Visitors are not normally required to give any written undertaking of secrecy in connection with their work, but the University may make exceptions to this practice in certain circumstances.

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