

ST JOHN'S COLLEGE, CAMBRIDGE

STUDENT-COLLEGE CONTRACT

A. OVERVIEW

St John's College ('the College') encourages you to take full advantage of the exceptional educational opportunities offered by the College and the University of Cambridge in developing your intellectual and personal potential. To do this you will need to strive to excel in your studies and to develop a fuller appreciation of the field of knowledge of your chosen discipline. We encourage you to adopt a professional approach to your academic work, and to prepare yourself for the transition to working life or further advanced academic study.

For you to get the most out of your time at the College we must both recognise that we owe obligations to each other whilst you are pursuing a course of academic study under the auspices of the College. Our obligations require us to support you as best we can in your studies and we want your experience with us to be positive and enriching. At the same time, we have to balance the interests of many other students and the obligations that we have, as a charitable organisation, to manage finite resources in a way which is efficient and cost effective. Your obligations include pursuing your studies diligently and abiding by the rules and regulations of the College.

B. GENERAL TERMS

- 1. **Purpose of this agreement.** The purpose of this agreement (the 'Student-College Contract') is to identify the main terms of our respective obligations. Your acceptance of a place at the College is expressly subject to the terms of this Student-College Contract.
- **Conditionality.** No contract will exist until you formally fulfil all conditions of your offer of a place at the College. Liability for payment of fees comes into operation three weeks after the commencement of the course. It is one of the conditions of admission to the College that you complete and return this Student-College Contract.
- 3. Other documents. It is not possible for all of the regulations governing your relationship with the College to be reproduced here in full. Most of them will be set out in documents which will be provided to you, including the Student Handbook and the accommodation contract or licence agreement referred to in this document, and also the Health and Safety Handbook. The contents of these documents together with the College Statutes and Standing Orders, as amended from time to time in the course of your studies, form part of the Student-College Contract. You should read them, and any subsequent amendments made to them, in the form, whether electronic or hard copy, in which they are made available.

C. THE COLLEGE'S OBLIGATIONS

- 4. Undergraduate teaching. The College will make such teaching provision for undergraduate students and visiting students as it reasonably decides is necessary for their courses of study, taking account of any relevant departmental norms. Teaching may include supervisions, classes and seminars, and may be carried out by Fellows or lecturers of the College, or by any other persons considered by the College to be suitably qualified. Teaching provision for specialist options is subject to availability and may not be provided in all cases. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.
- **5. Graduate academic support.** The College will provide such additional support for graduate students as it reasonably decides is necessary in connection with their pursuit of a course of studies at the University of Cambridge.

- **6. Non-discrimination.** The College will treat you with fairness, dignity and respect. The College undertakes to act in a non-discriminatory way and to comply with statutory national legislation, such as the Disability Discrimination Act.
- **7. Pastoral support.** The College is committed to respecting and developing the individual, including their mental and emotional welfare. To this end, the College makes reasonable provision for your pastoral and tutorial support including the tutorial system, a Chaplain and a Nurse to help you to obtain the most out of your time here.
- **8. Wider College community.** The College takes pride not only in being a place of academic excellence but also in fostering a sense of a diverse and broad community. To this end, the College aims to support and encourage the flourishing of student activities, for example in music, sport and the arts. These extracurricular activities are expected to enhance (rather than interfere with) your academic work, personal development, and mental and emotional well-being.
- 9. **Library and IT facilities.** The College will provide library and IT facilities in connection with your studies and on the conditions and at the times set out in the Student Handbook or equivalent document, which may vary from time to time. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the College.
- 10. Residential accommodation. The College will maintain a stock of residential accommodation that may be provided to you in connection with your studies and on the terms and conditions and in accordance with the procedures set out in the Student Handbook or equivalent document, and/or accommodation contract or licence agreement, which may vary from year to year.
- 11. Meals. The College will provide meals on the terms and conditions set out in the Student Handbook, which may vary from time to time. Reasonable notice will be given where possible of any occasions on which meals will not be available.

D. YOUR OBLIGATIONS

- **Regulations.** You undertake to abide by the regulations of the College from time to time in force including regulations concerning study, payment of fees and charges and residence. Failure to abide by these regulations may lead to the imposition of disciplinary measures, which may include temporary or final removal from the College. Procedures for disciplinary measures are explained in detail in the Standing Orders and Student Handbook.
- **13. Study.** You agree to study diligently and to make satisfactory progress in your studies. In particular, if you are an undergraduate student, you agree:
 - a. To attend the University lectures and other classes given in connection with your course, as recommended by your Director of Studies.
 - b. To attend supervisions, which are an essential requirement of your degree and a key part of the learning process. Failure to attend a supervision may result in a supervision fee being charged to your College bill to cover payment to the supervisor and the administrative costs in potentially setting up additional supervision. Your supervision attendance record forms part of your official record of academic progress and may be used in any reference written by the College for job applications.
 - c. To pursue satisfactorily such further studies as are required of you by any Director of Studies, Tutor, Fellow, Lecturer, or other qualified person, assigned by the College or University teach you. For this purpose, studies include the reading of materials, carrying out prescribed activities such as practicals, the completion of written work, and the sitting of University and internal College examinations.

If you are a graduate student you agree:

d. To attend lectures, classes, seminars, and supervisions in connection with your course as recommended by your Course Director or Research Supervisor and to pursue satisfactorily such further studies as are required of you by the qualified persons assigned by the College or University who are responsible for the oversight of your academic progress.

If you fail to engage in your studies to the satisfaction of your Tutor and those responsible for the oversight of your academic progress you will be given guidance on how to improve your performance.

Any failure to improve will be followed by a written warning and may lead to disciplinary action and, in the final event, to temporary or final removal from the College.

- 14. Personal responsibility. In the course of your studies, you should seek any necessary advice from your Tutor, those in the College or University with responsibility for the oversight of your academic work or the College's welfare support staff when their advice is required to meet your academic or personal needs. (This includes support for learning, time and work management and health issues.) You will monitor your own academic progress and development by reading your reports, attending any meetings arranged your Tutor, those responsible for oversight of your academic progress, the Dean of Discipline or other College staff as appropriate. You will also act on feedback from those responsible for the oversight of your academic progress.
- **15. Behaviour.** At all times whilst you are a member of the College, you undertake to co-operate with Fellows, lecturers, members of staff and other students and to behave appropriately, responsibly and with respect for others, including members of the public, and to refrain from acting in any way that brings the College into disrepute. Any such action will entail disciplinary procedures.
- **16. Fees and charges.** You undertake to pay the fees and charges due to the University and to the College, which may vary from year to year, and to provide any guarantee or security for the payment of such fees as the College may require. The College may levy additional charges against you if you are late in paying any fees and charges due from you. The College will collect University fees and transmit them to the University.
- 17. **Residence.** You undertake to comply with the University residence requirements.

E. BREACH AND TERMINATION

- **18. Breach by you.** If you breach the terms of this Student-College Contract, then the College will have the following rights against you:
 - a. It may enforce the penalties and procedures referred to in Section D above;
 - b. After the conclusion of any disciplinary measures, it may exclude you, wholly or partly, from particular College facilities, services or accommodation that might otherwise be available to you under this Student-College Contract or the regulations of the College.
 - c. If you breach this Student-College Contract and the College chooses not to exercise any right which it may have against you, that shall not prevent the College from taking action against you in the future in respect of that breach or any further breaches by you.
- 19. Breach by the College. If you consider that the College has breached any of its obligations under this Student-College Contract you should first raise the matter with your Tutor who will seek to resolve the matter. If the grievance is not satisfactorily resolved, it may be raised in writing with the Master according to the College's Complaints Procedure as set out in the Student Handbook.
- **20. Serious breach.** If you commit a serious breach of the terms of this Student-College Contract, then, in addition to its rights in clause [18] above, the College may terminate it.
- **21. Termination.** On termination of this Student-College Contract, all your entitlements under it will cease. You will also cease to be resident member of the College.
 - a. You may terminate this Student-College Contract at any time.
 - b. If you are an undergraduate student, this Student-College Contract will terminate once you have finished your course of study in the University. If you are a graduate student it will terminate at the point at which you become eligible to proceed to the degree towards which you have been studying or when you are removed from the Register of Graduate Students, whichever is the sooner.
 - c. This Student-College Contract will terminate if, after disciplinary measures taken against you, the College determines that you should be removed finally from the College.
 - d. This Student-College Contract will terminate if the College gives you 14 days' written notice of termination on the grounds of a Force Majeure Event as defined in clause [27]. On the expiry of this notice period, this Student-College Contract will terminate.
 - e. If the College terminates this Student-College Contract, it may enforce whatever outstanding rights it may have against you under the general law.

22. Consequential damage and loss. The College will not be liable for any personal or financial damage you may suffer as a result the termination of this Student-College Contract, or for the consequences of any disciplinary measures taken against you, provided that those measures have been properly conducted according to the College's regulations.

F. OTHER MATTERS

- **23. Relationship with the University.** The continuing relationship between you and the College is linked to your continuing relationship with the University. You agree as part of the Student-College Contract to abide by the rules and regulations of the University, as amended from time to time in the course of your studies.
- **24. Personal data.** By signing this document, you agree to the collection, processing and use of individual personal data by the College for purposes connected with your studies, for the protection of health and safety whilst on College premises, and for maintenance of alumni relations and for any other lawful purposes, as specified in the College Data Protection Policy. You also agree to the sharing by the College of such data for the same purposes with the University.
- **25. Jurisdiction.** This Student-College Contract shall be governed and construed in accordance with English Law. By signing this document both you and the College submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise in relation to the Student-College Contract once the College's Complaints Procedure has been exhausted.
- **26. Validity.** If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 27. Force Majeure Event. Neither party will be in breach of this Student-College Contract nor liable for any loss, damage or expense resulting from a variation, delay in performance, or failure to perform any of that party's obligations under this agreement which is necessitated by an event or circumstance beyond that party's reasonable control ('Force Majeure Event'). The following provisions will apply if a Force Majeure Event occurs:
 - a. The Force Majeure Event will not affect the performance of an obligation to pay money.
 - b. In all other cases the performance of the obligation affected by the Force Majeure Event will be suspended while the Force Majeure Event or its consequences continue.
 - c. The party whose performance is affected by the Force Majeure Event will notify the other party as soon as is reasonably practicable or within 14 days
 - d. The party whose performance under this Student-College Contract is affected by the Force Majeure Event will use reasonable endeavours to minimise any disruption caused so far as it affects the performance of that party's obligations
 - e. Either party may terminate this Student-College Contract as provided in clause [21].
- **28. Third parties.** The Student-College Contract does not confer any rights or benefits on third parties (including parents of students) for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- **29. Notices.** Any notice or other communication made under the Student-College Contract shall be in writing. The College will send any notice to either your College or your home address as appropriate. Service may also be by email, to your University email address. Notice shall be properly served when delivered by hand or 48 hours after being posted if sent by pre-paid first class post or by email.

SIGNED by the STUDENT:	SIGNED on behalf of ST JOHN'S COLLEGE:	
Name:	Position:	_Senior Tutor
Signature:	Signature:	
Date:	Date:	_24/9/2013