

## **Summer Academic Experience Courses 2024: Mutual Responsibilities Agreement**

This agreement is framed in terms of the mutual responsibilities of parties involved in the Summer Academic Experience Courses (SAEC) to be held at the University of St Andrews in July 2024. The success of SAEC is dependent on the acknowledgement and assumption of mutual responsibilities by all parties (the University, students, parents), and attendance is conditional upon all parties signing this agreement.

‘SAEC’ refers to the Summer Academic Experience Courses (July 2024), organised by the International Education Institute at the University of St Andrews.

‘IE’ refers to the International Education Institute at the University of St Andrews, the organisers of the SAEC.

‘University’ refers to the University of St Andrews and all its associated buildings and institutions.

‘Student’ refers to the student who has been accepted to study on the SAEC.

‘Staff’ refers to all staff working on the SAEC. This includes the IE staff, Residential Assistants (RAs), teaching and administrative staff, and other contracted University staff.

‘Halls of Residence’ refers to the halls in which the students will be staying.

## **Section A: Responsibilities to be assumed by the University of St Andrews**

The University of St Andrews owes certain duties to all staff and students, particularly those regarded by law as being most vulnerable. Although in Scotland a person is considered an adult from the age of 16, the Protection of Vulnerable Groups (Scotland) Act 2007, concerning the duty of care for children and vulnerable adults, applies to anyone under the age of 18. The University will take reasonable steps to protect the young people on the SAEC.

### **Staff provision, vetting and training**

1. The University agrees to provide staff for the SAEC, to fulfil the roles of administration and teaching (University academic staff) as well as the organisation of social and sporting activities, and to provide pastoral care and in-hall supervision and assistance throughout the SAEC (the RA team).
2. The University will comply fully with the Protection of Vulnerable Groups Act 2007 to request that pastoral care staff who live on site with young persons as part of their role with the SAEC undergo the appropriate disclosure checks.
3. First Aid training will be provided to the RA team, as well as additional training in emergency and other policies and procedures relevant to the SAEC.

### **Disability Policy**

4. The University provides support to students who declare a disability and have a range of reasonable adjustments that can be put in place. Please inform us soon as possible of any requirements. If the University has not been made fully aware of the requirements of a student with a disability during initial communications with the University and prior to arrival in St Andrews, it cannot guarantee that suitable resources will be available on the student's arrival in St Andrews..

### **5. Safety Information**

The University agrees to take reasonable care to inform the SAEC students of any possible risks and dangers during their time on the SAEC. An induction session, on or shortly after the day of arrival, will set out various procedures in relation to the premises to be used and the behaviour expected of the student, including but not limited to health and safety procedures, fire drills, rules relating to absence, discipline and sickness.

### **Travel and excursions**

6. As part of the course fee, the University agrees to provide the SAEC students with transport to and from Edinburgh International Airport, Glasgow International Airport, or Leuchars Train Station on the official SAEC dates of arrival and departure only, with an official transport or taxi provider. Where this is not possible, the University will seek parental consent for any alternative arrangement. Students will not be collected from Edinburgh or any other train stations or from Glasgow Prestwick airport. Students will not be accompanied by SAEC staff on these journeys, but the RA team aims to meet students on arrival at the approved airports and train station mentioned above.
7. The SAEC students will be accompanied by the SAEC staff on journeys to destinations listed in the social programme. Students will be permitted to explore the destination unsupervised, although they will be expected to remain in groups of two or more and must return to the designated meeting point on time. The RA team will request contact

numbers, and students will be expected to carry a working and always charged mobile phone with them.

### **Accommodation and University Buildings**

8. The SAEC students will be provided with accommodation in Andrew Melville Hall, a House in Multiple Occupation (HMO) Licensed University Hall of Residence that follows strict guidelines to ensure the Health and Safety of its residents. The hall catering staff will provide evening meals. Students will have access to basic kitchen facilities (e.g. refrigerator, toaster, kettle) to prepare breakfast and packed lunches and are expected to keep these clean after use.

### **Discipline**

9. The University reserves the right to take disciplinary action if a student fails to meet the University's expectations of conduct or fails to adhere to the SAEC Mutual Responsibilities Agreement (MRA). Disciplinary procedures will follow the principles of privacy and confidentiality.
10. Disciplinary procedures consider the short length of the SAEC and seek to ensure that, as far as possible, disciplinary matters are addressed within the duration of the programme. All SAEC students are expected to behave in a courteous, respectful and professional manner and refrain from causing offence or nuisance to others. In particular, parents should be aware that 16 year olds in Scotland have legal obligations and freedoms that may be different from their home country and need to be confident in the maturity of students to cope with these. Some examples are listed here: <https://young.scot/get-informed/what-can-you-do-at-what-age/>
11. Examples of misconduct include but are not limited to:
  - Breaching curfew
  - Swearing
  - Property damage
  - Disrespectful comments related to age, ethnicity, sexuality
  - Physical abuse/fighting
  - Theft
  - Illegal activity
  - Facilitating alcohol to younger students

Being part of a group engaged in such activities will be regarded as equal to the offence itself. Students concerned about the behaviour of friends should seek RA support immediately to avoid such sanctions.

Disciplinary sanctions will be at the discretion of the Director of Short Courses and can include one or more of the following, as appropriate (this list is not exhaustive) :-

- oral reprimand
- loss of free time
- stricter curfews
- parental contact
- missing social activities
- not being allowed to continue the programme.
- immediate removal from the programme at the discretion of the Director of Short Courses.

Reports of student conduct may also be shared with students' schools, referees, or university admissions officers. Appeals against decisions can only be made on the basis of new evidence which the University was not aware of at the time of the original disciplinary decision, and which could not have reasonably been disclosed by the student. Such appeals should be made in writing to the Institute Director using [ie-direct@st-andrews.ac.uk](mailto:ie-direct@st-andrews.ac.uk). The final decision on any appeal will be from the Institute Director. Unless by special arrangement or as a result of an upheld appeal, no refunds are offered if students miss activities or are not allowed to continue the programme, and parents are reminded that last-minute travel home for excluded students will be their responsibility and can be very expensive.

### **Delivery of the Summer Academic Experience Courses**

12. The University endeavours to deliver the SAEC as it is set out in the brochure and online. In certain circumstances, the University may consider it necessary or desirable to make changes to the individual courses within the SAEC, including cancellation of that course in exceptional circumstances. Should any student be affected by such changes the student will be given the option to continue with the amended course, or transfer to another course.
13. The University will not refund any tuition fees which may have been paid if such cancellation or variation of the SAEC is as a result of the occurrence of extraordinary events or circumstances beyond the University's reasonable control, including acts of God, war, terrorism, industrial disputes (including industrial disputes from University employees), fire, flood, adverse weather, pandemics, tempest and national emergencies.

### **Data Protection**

14. Any information collected by the University is used fairly, stored safely and not disclosed to any other person unlawfully, in compliance with the data protection principles that are set out in the GDPR and the Data Protection Act 2018. Unless the University is informed otherwise, in writing:
  - the student's personal information will be retained for the purpose of distributing marketing information or other information that the University might normally send to alumni;
  - at the end of the course the student will be asked to complete anonymous evaluation surveys, which may be circulated to relevant members of staff.

### **Medical Treatment**

15. The SAEC RA team will be trained in basic First Aid procedures, and in procedures for contacting healthcare professionals in the case of a medical emergency.
16. In the rare event that the student is unable to give consent for emergency medical treatment and the parent/guardian cannot be contacted, the University will assume responsibility to act on medical advice in the best interest of the student.

### **Agreement to Responsibilities: The University**

**I, Eoin Jordan (Institute Director), understand and agree to assume the above responsibilities on behalf of the University.**

**Date: January 2024**

## **Section B: Responsibilities to be assumed by the Student**

The SAEC students must agree to observe all aspects of Scottish law, the University's Code of Student, Conduct, the [University's Regulations governing the use of information and communications technology \(ICT\) facilities](#) the SAEC MRA and any other SAEC rules and regulations communicated to students at the induction, in order to ensure the safety and wellbeing of all participants. In case of failure to observe the code of conduct or rules and regulations, the University reserves the right to take disciplinary action.

### **Scottish Law**

1. The student must agree to all statutory requirements placed upon them while in the UK. The student should be aware that, from the age of 16, they will be considered an adult in Scotland, which means that, amongst other things, they will:
  - be deemed capable of signing a legally binding contract
  - have the right to consent to medical, surgical or dental treatment, including piercings

It is the responsibility of the student to be aware of how these aspects of Scottish law might affect them or any decisions they might make while in Scotland.

2. Students must observe Scottish law in all respects, including but not limited to:
  - **Alcohol, Tobacco, Drugs:** in the UK it is illegal for anyone under the age of 18 to buy or to be bought alcohol or tobacco from shops, and it is a criminal offence to smoke in premises open to the public. Illegal activity may result in police involvement and dismissal from the SAEC.
  - **Bullying and harassment:** bullying is a criminal offence in Scotland, and the ill-treatment of others will be taken very seriously.
  - **Hate crime:** while verbal abuse or insulting behaviour is already against our code of conduct, there are additional legal penalties where such behaviour is related to the protected characteristics of disability, race, religion/belief, sexual orientation, or gender.

### **Rules and Regulations**

3. **Halls of Residence:** The SAEC student must agree to observe the rules and regulations of the Hall of Residence, which will be provided on arrival. These rules and regulations pertain to:
  - **Tidiness.** Rooms must be kept clean and tidy. Students are liable for any damage caused and report any damage at the earliest opportunity.
  - **Behaviour.** The student is to always keep noise to a minimum and respect the other students and staff living and working around them. The student is forbidden from sitting on window ledges and roof-tops, from dropping, pouring, or throwing objects or materials out of windows.
  - **Curfew and signing in/out.** The student must agree to observe the nightly curfew of 10pm back in halls and 10.30pm in students' own bedrooms. All

visitors who are not SAEC students must be signed into the hall and cannot stay beyond 10pm.

- **Visiting other students' rooms.** The student may not enter the room of another student after the 10.30pm curfew.
- **Personal Possessions.** The student's personal belongings and valuables are their responsibility and the student is strongly advised to lock their bedroom door whenever they are not in their room.
- **Fire Regulations.** The student must comply fully with all fire regulations which apply to campus premises including but not limited to those which relate to fire prevention, keeping escape routes clear, and the evacuation of premises.
- **Waste disposal and recycling.** The student will be expected to uphold the University's principles of environmental sustainability.

### Supervision

1. The student may not leave St Andrews at any time during the SAEC without permission. During scheduled excursions outside of St Andrews that are part of the SAEC programme, such as city visits, students must agree to remain in groups of 2 or more, to arrive back at the designated meeting point on time and take with them the RA team's 24-hour emergency mobile phone number and a working and charged mobile phone of their own.

### Illness

2. The student should inform a staff member immediately if they are feeling unwell. The SAEC staff are not permitted to administer any medications to the student, and it is important that the student brings any regularly taken medication with them, and that they store and administer this themselves.

### Attendance and Punctuality

3. Students are expected to attend all classes and compulsory activities and to arrive punctually for the specified start time and with all the equipment they need.

### Dress Code

4. The dress code is based upon the premise that dress and appearance shall not be such as would impede or be disruptive to the educational process.

### General Behaviour on the course

5. The student must behave in a courteous, respectful and professional manner, respect the rights and views of others and refrain from causing offence or nuisance to others. The student shall refrain from committing any criminal or civil offence, creating mess or rubbish, graffiti, unauthorised use of electrical and media devices, sending messages or images by electronic means which the University considers to be inappropriate, swearing or bad manners, throwing projectiles inside any premises or in other places not designated for lawfully carrying out such activities.

### Academic Requirements

6. The student is expected to participate fully in all academic activities and to complete any assignments within the allotted time. All courses are taught in English and students are expected to always use English while participating in course activities to ensure that others are also able to participate.

### Liability

7. The student and their parent or legal guardian will be liable for the payment of tuition fees in advance of the SAEC commencing. The University reserves the right to withdraw the place of the student if fees are not paid by the specified deadline.
8. The student and their parent or guardian must ensure that they purchase Travel Insurance that would normally include cover for, amongst other things, medical expenses, repatriation, cancellation, and personal liability.
9. The student and their parent or guardian will be liable for any damage or loss that the University might incur because of any unlawful, negligent, unreasonable or unwarranted action, behaviour, omission or decision on the part of the student.

### Medical Treatment

10. The student must notify the SAEC staff of any qualifying medical conditions or disabilities they might have at the time of application, to enable the University to put in place any reasonable adjustments that will facilitate access to services.
11. The student and their parent/ guardian must ensure that they have adequate medical insurance for the duration of their stay in the UK. The National Health Service (NHS) is the primary medical service in the UK, although healthcare available to international students is dependent on visa status and any reciprocal health arrangements which the UK might have in place with another country.
12. It is the responsibility of the student to buy or bring, and to administer, any medication they might need while in St Andrews. The SAEC staff cannot administer any medication to students, including over-the-counter medications such as analgesics, decongestants, or antihistamines. If the student decides to purchase their own medication at a pharmacy, it is strongly recommended that the student consult their parent/ guardian or ask the advice of a healthcare professional.

### Students under 16 years of age

13. The parent or guardian of any SAEC student under 16 years of age accepts liability on behalf of that student in relation to all obligations or responsibility detailed above.

#### Agreement to Responsibilities: The Student

I, \_\_\_\_\_ (Student), understand and agree to assume the above responsibilities.

Student signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Section 3: Responsibilities to be assumed by the Parent or Legal Guardian**

#### **Parental Responsibility and Consent**

1. The University will not act *in loco parentis* (in the place of a parent), and the student's parent or guardian will normally remain primarily responsible for the welfare of the student.
2. Parents will be expected to respect the disciplinary sanctions imposed by university staff and to always behave courteously with university staff. Where parents take issue with part of the course or a decision, we ask that this is dealt with privately with the Director of Short Courses and that parents do not undermine the day-to-day decisions of RAs or the SAEC Manager. Where parental conduct is deemed potentially disruptive to the running of the course, students may be required to leave the course without refund.
3. The student's parent or guardian will be responsible for providing consent if needed at any stage of the organisation, travel, or visa application process.
4. The student's parent or guardian will normally be responsible for the personal welfare of the student, including but not limited to the provision of relevant information pertaining to travel, UK law, medical care, details about the course, as well as access to funds for miscellaneous expenses while on the programme.
5. The student's parent or guardian must sign the "Letter of Consent for Students Travelling to the UK" and will ensure that this letter is carried by the student during travel to the UK, as it might be requested by the authorities on arrival in the UK.

#### **Law, Code of Conduct, Rules and Regulations**

6. The student's parent or guardian should ensure that the student understands that all the SAEC students are expected to observe Scottish Law, all relevant University policies as outlined in this document and any additional SAEC Rules and Regulations. Failure to abide by these rules could result in disciplinary action or possible expulsion from the programme. People aged 16 and over are considered adults in Scotland.

#### **Fees and Insurance**

7. The student's parent or legal guardian agrees to act as guarantor for the payment of the student's tuition fees and any other sums owed to the University relating to the student's participation in the SAEC and is liable for any damage or loss that the University might incur as a result of the student's behaviour.
8. The student's parent or guardian should ensure that the student has adequate Travel Insurance for the duration of the SAEC.

#### **Emergency Contact**

9. The student's parent or guardian agrees to provide contact details to the University so that it knows who to contact in the event of a medical or other emergency.

#### **Medical Treatment**

10. The student's parent or guardian must ensure that the student has adequate medical insurance for the duration of their stay in the UK, and that the student understands the

limits of what can freely be provided by the NHS regarding visa restrictions.

11. The student's parent or guardian agrees that, in the event of an emergency where the student is unable to consent and if it is not possible to contact the student's parent or guardian, The University of St Andrews may authorise emergency medical treatment, acting on medical advice in the best interests of the student.

**Agreement to Responsibilities: The student's parent or guardian**

I, \_\_\_\_\_ (Parent/Guardian of the Student), understand and agree to the above responsibilities.

Parent/Guardian signature: \_\_\_\_\_

Date: \_\_\_\_\_