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## Adjunct and Visiting Scholar Policy

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### 1. Purpose

- a) The purpose of this Policy is to clarify the circumstances under which persons from outside the Victoria University of Wellington ('the University') may be appointed to adjunct or visiting positions, the required approval mechanisms, and how exceptions are to be managed.

### 2. Application of Policy

- a) This Policy applies to Staff Members and Students.

## Policy Content

### 3. Background

- 3.1 The appointment of Adjuncts and Visiting Scholars provides an opportunity for the University to acquire access to additional specialised and often high-level expertise in teaching and research; establish or build on strategically important relationships; and achieve reputational benefits by association. In order to provide clarity for those who are engaged with the University in such relationships, and to protect the University's interests, such appointments and the terms which apply to them must:

- (a) Recognise and acknowledge persons who contribute to the academic activities of the University via these appointments;
- (b) Recognise and document the nature of the contributions;
- (c) Document clearly the nature of the relationship involved in these appointments;
- (d) Assign titles which are appropriate in terms of the seniority of the appointee relative to titles commonly used for staff who are employed by the University;
- (e) Be applied in a consistent manner across the University; and
- (f) Comply with New Zealand immigration law (see Appendix D). Further information can also be viewed on [www.immigration.govt.nz](http://www.immigration.govt.nz).

- 3.2 It is important that:

- (a) It is clear that these relationships are not employment relationships between the University and the appointees;

- (b) Where one-off lectures or other one-off services are provided and payment is involved, a separate engagement (e.g. as a casual lecturer) is completed;
- (c) Where payment is involved for part or all of the appointment, a contract for services which sets out the responsibilities of the parties is completed and signed by both the University and the appointee;
- (d) The title assigned to an appointee reflects the contribution that is being made (e.g. a “Research” title implies that the contribution is research-related); and
- (e) The appointment does not impact adversely on University funding (e.g. Performance Based Research Fund).

#### **4. Adjunct appointments**

4.1 Adjunct appointments, which may be made on a renewable three-year basis, require the written approval of the relevant Pro Vice-Chancellor (‘PVC’). This approval is to be copied to the Faculty Human Resources Manager who will maintain a file of such appointments. Persons appointed as adjuncts are required to sign an agreement, that is not an employment agreement, and that sets out the terms of the relationship and ensures that the appointee abides by the policies and procedures of the University.

4.2 Adjunct appointments may be made with the following titles, to be approved by the relevant PVC:

- (a) Adjunct Professor – a person deemed to be the equivalent of Associate Professor or Professor were they to be appointed to a position as a staff member within the University. Note: this generally implies that they would have standing in both teaching and research;
- (b) Adjunct Teaching Fellow – a person deemed to be the equivalent of Senior Lecturer or below, and whose contribution to the University will be mainly in teaching; and
- (c) Adjunct Research Fellow – a person deemed to be the equivalent of Senior Lecturer or below, and whose contribution to the University will be mainly in research.

4.3 Where payment is agreed for some services provided by a person who has an adjunct appointment, they should be engaged separately on a casual or fixed term basis, or through a contract for services (refer to the [Contract for Services Policy](#)). Advice should be sought from Human Resources to ensure the appropriate documentation is put in place.

#### **5. Visiting Scholar Appointments**

5.1 Visiting Scholar appointments are temporary relationships which must be approved by the Head of School or Director of stand-alone institutes and centres, and then copied to the PVC and Faculty Human Resources Manager. These appointments have no adjunct, employment or other formal relationship with the University.

- 5.2 Staff of other institutions visiting the University as Visiting Scholars may, with the appropriate approval, use the term 'Visiting' followed by the title of the position they hold at their own institution (e.g. Visiting Assistant Professor).
- 5.3 The University may charge Visiting Scholars a bench fee, dependent on Faculty/School policy in this regard (Note: Bench fee policies are subject to approval by the PVC).
- 5.4 A fee may be offered in connection with the visiting appointment, particularly if the Visiting Scholar is teaching. Advice should be sought from Human Resources to ensure the appropriate documentation is put in place.

## **6. Approval of Exceptions**

- 6.1 The use of any term other than those prescribed in this policy requires the approval of the appropriate PVC.

## **7. Intellectual Property**

- 7.1 The University is the owner and guardian of any intellectual property or data sets to which an Adjunct or Visiting Scholar is given access rights.
- 7.2 Generally, an Adjunct or Visiting Scholar will own any intellectual property they produce during their appointment. This is the case even if the Adjunct or Visiting Scholar is using University resources and University staff and/or students are involved.
- 7.3 Specific provision must be made in the written agreement with the Adjunct or Visiting Scholar if the intellectual property produced by the Adjunct or Visiting Scholar is to be owned by the University or there is to be some other ownership arrangement.

## **8. Compliance with Policy**

- 8.1 All Adjuncts and Visiting Scholars are required to adhere to the University's Health and Safety Policy and other relevant policies including the Staff Conduct Policy and the Safe Campus Policy.
- 8.2 Once an Adjunct or Visiting Scholar has taken up their appointment, the School or Institute/Centre is responsible for ensuring that the appointee receives a Health and Safety induction. Further information can be obtained from [safety@vuw.ac.nz](mailto:safety@vuw.ac.nz).

## **9. Definitions**

In this Statute/Policy/Procedure, unless the context otherwise requires:

- Adjunct: A person who, not being a student or staff member or Emeritus Professor of the University, has a formal relationship with the University in which his/her time or expertise are:
- given without payment;
  - given on the basis that any prior approved expenses are reimbursed;
  - acquired via a contract for services; or
  - acquired by subcontract or similar arrangement with his/her employer.
- Visiting Scholar: A person who is a staff member or a postgraduate student of another organisation or, a former postgraduate student who has recently completed the requirements for a postgraduate degree, and has a temporary visiting relationship with the University.

*Note: External supervisors of PhD and Masters by thesis students, appointed as Honorary Research Associates (HRAs), are excluded from this policy. HRAs are appointed by the Dean of the Faculty of Graduate Research (FGR) via the Associate Deans (for PhD) or the Head of School (for Masters theses). Please refer to the [FGR website](#) for the appointment process and form. Refer also to the [PhD Policy](#) and the [Master's Thesis Policy](#).*

## Related Documents and Information

### 10. Related Documents

[Education and Training Act 2020](#)

[Immigration Act 2009](#)

[Health and Safety at Work Act 2015](#)

*As Adjuncts and Visiting Scholars are not employees, the Employment Relations Act 2000 and other Acts governing employment within New Zealand do not apply.*

[Contract for Services Policy](#)

[Faculty of Graduate Research website](#)

[Guideline - Interns and Volunteers](#)

[Health and Safety Policy](#)

[Intellectual Property Policy](#)

[Master's Thesis Policy](#)

[PhD Policy](#)

[Safe Campus Policy](#)

[Staff Conduct Policy](#)

*Note: Word versions of Appendices A to C are available at: [Template Letters](#)*

**11. Document Management and Control**

Approver	Vice-Chancellor
Approval Date	28 August 2018
Effective Date	28 August 2018
Last Modified	9 June 2015
Review Date	28 August 2021
Sponsor	Director, Human Resources
Contact Person	Relevant HR contact: Ext. 5068: Faculty of Health Ext. 5824: Faculties of Humanities and Social Sciences and Education Ext. 5200: Faculties of Science, Engineering and Architecture & Design Ext. 5754: Victoria Business School and the Faculty of Law

## **Appendix 1: Template Letter for Adjunct Appointee where there is no payment for the position.**

*May be amended with advice from your HR contact.*

Word version available at: [Template Letters](#)

*School/Faculty Letterhead*

*[insert date]*

*[insert name]*

*[insert address]*

Dear *[insert name]*

### **Offer of Adjunct Appointment**

I am pleased to offer you an appointment as Adjunct *[insert title]* in the *[insert School or Institute/Centre]*, at Victoria University of Wellington (“the University”), from *[insert start date]* to *[insert end date]*.

Adjunct status provides the opportunity for persons from outside the University to participate in its education, research, creative or other activities. The purpose of this appointment is for you to share your expertise with the University’s staff and students and participate in the general academic life of the *[insert School or Institute/Centre]* as follows:

*[Enter the contribution(s) that the Adjunct appointee will be making to the School or Institute/Centre. Include any agreed timeframes e.g. teaching times.]*

### **Terms of the Appointment**

1. As the position is deemed to be of a voluntary nature, you are not classed as an employee and nothing contained or implied in this arrangement will create the relationship of employer and employee. You will not receive any remuneration or reward from the University for the work you undertake. The Employment Relations Act 2000 and other Acts governing employment within New Zealand will not apply to you.
2. Access to an office (subject to availability), University systems and physical collections of the University Library will be provided as required. The Library’s online collections may be accessed using guest wi-fi from any campus location.
3. If you require access to University systems such as intranet and email in this position, on receipt of your acceptance of this offer, you will be sent an email link containing an Interested Parties Registration Form to complete and submit by return.

*[Next clause is optional – delete if not applicable]*

4. You will be given access rights to *[list intellectual property/data sets]* during your appointment. This *[intellectual property/data set]* is owned by the University and ownership will remain with the University.

*[Next clause is optional – delete if not applicable]*

5. All intellectual property created by you during the duration of the appointment will be owned by the University.
6. You will be reimbursed for any reasonable expenses that you may incur as a result of your services to the [insert *School or Institute or Centre*]. However, any intended expenditure will require prior approval from the [insert *Head of School or Director*].
7. You or the University may terminate this arrangement without notice at any time and for any reason.
8. You will be required to comply with relevant University policies and statutes and New Zealand legislation. This includes the Health and Safety at Work Act 2015 and the University's [Health and Safety Policy](#), [Staff Conduct Policy](#) and [Safe Campus Policy](#).
9. At the beginning of your appointment you will be required to undertake a Health and Safety induction workshop. Further information can be obtained from [safety@vuw.ac.nz](mailto:safety@vuw.ac.nz).
10. "Confidential information" means all information you become aware of in the course of your appointment which is not in the public domain and which is reasonably regarded by the University as confidential to it.
11. Except in the proper performance of your responsibilities under this appointment, you agree you will not use or disclose (directly or indirectly) any confidential information, including confidential information regarding students or employees of the University, or the finances or affairs of the University, its employees or its clients. This requirement continues after you cease your appointment at the University.

**Insurance** [*For overseas appointees – delete if not applicable*]

12. You are responsible for ensuring that you have appropriate travel and health insurance. You will not be covered by the Accident Compensation Insurance Scheme in New Zealand.

**Immigration** [*For overseas appointees– delete if not applicable*]

13. Immigration into New Zealand and all visa requirements for the purpose of undertaking this work as an Adjunct [*insert title*] are your sole responsibility. [*Rest of clause is optional– delete if not applicable*] As your visit(s) to the School will be for a total duration of 3 months or less in a calendar year, you may be eligible to enter New Zealand and undertake certain academic activities on a visitor visa. This is subject to you meeting certain criteria, which includes being a national of a country where a visa waiver applies. Please refer to the New Zealand Immigration website at <http://www.immigration.govt.nz/opsmanual> and search for V3.130 Visiting Academics.
14. The contents of this letter of offer and any attachments constitute the entire agreement ("the Agreement") between yourself and the University, and supersede all previous representations, negotiations, commitments and communications, either written or oral

between the parties. Variations to the Agreement will only be binding on the University where these have been formally offered by the University and signed by both parties.

It is with great pleasure that the University makes this offer and the School very much looks forward to you sharing your expertise with its staff and students.

To indicate your acceptance of this offer of appointment as an Adjunct [*insert title*], please sign and return a copy of this letter to [*insert person to receive letter*].

Yours sincerely

(*Signature block*)

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I acknowledge that my appointment as an Adjunct [*insert title*] is of a voluntary nature. By accepting this position, I agree to comply with the University's policies and statutes and relevant legislation.

Name:

Signed:

Date:



**Appendix 2: Template Letter for Visiting Scholar with or without fees.**

May be amended with advice from your HR contact.

Word version available at: [Template Letters](#)

School/Faculty Letterhead

[insert date]

[insert name]

[insert address]

Dear [insert name]

**Offer of Visiting Appointment**

I am pleased to offer you an appointment as a Visiting Scholar in the [insert School or Institute/Centre] at Victoria University of Wellington (“the University”), from [insert start date] to [insert end date].

The purpose of this appointment [enter the purpose of the visiting appointment. Include any agreed timeframes e.g. teaching times.]

**Terms of the Appointment**

1. You will have access to the following resources: [list resources such as office space, library access, etc].

or

2. You will be charged a bench fee of NZ\$ [enter amount]. This fee will entitle you to the following resources: [list resources such as office space, library access, etc].
3. If you require access to University systems such as intranet and email, on receipt of your acceptance of this offer, you will be sent an email link containing an Interested Parties Registration Form to complete and submit by return.

[Next clause is optional – delete if not applicable]

4. You will be given access rights to [list intellectual property/data sets] during your appointment. This [intellectual property/data set] is owned by the University and ownership will remain with the University.

[Next clause is optional – delete if not applicable]

5. All intellectual property created by you during the duration of the appointment will be owned by the University.
6. [Optional – delete if not applicable] The fee offered in connection with this visiting appointment will be NZ\$ [enter amount], to be paid in one lump sum at the end of the appointment. [Next sentence NZ residents only - delete if not applicable] Please provide your bank account details and IRD number.

7. *[For overseas appointees where a fee is offered – delete if not applicable]* In accordance with New Zealand tax requirements, the University will deduct 20 percent of the fee on a schedular payment (a form of withholding tax) in NZ dollars. There is no requirement to obtain a New Zealand taxation IRD (Inland Revenue Department) number. Non-residents may apply for a tax exemption certificate. Application should be made directly to the IRD. There are some excluded countries so please check the IRD website at [www.ird.govt.nz/international/](http://www.ird.govt.nz/international/) (Non-resident contractors and entertainers). Please provide your bank account details to enable the fee payment to be deposited.
8. You will be responsible to *[enter person]* during your appointment as a Visiting Scholar.
9. You or the University may terminate this arrangement without notice at any time and for any reason.
10. You will be required to comply with relevant University policies and statutes and New Zealand legislation. This includes the Health and Safety at Work Act 2015 and the University's [Health and Safety Policy](#), [Staff Conduct Policy](#) and [Safe Campus Policy](#).
11. At the beginning of your appointment you will be required to undertake a Health and Safety induction workshop. Further information can be obtained from [safety@vuw.ac.nz](mailto:safety@vuw.ac.nz).
12. "Confidential information" means all information you become aware of in the course of your appointment which is not in the public domain and which is reasonably regarded by the University as confidential to it.
13. You agree you will not use or disclose (directly or indirectly) any confidential information, including confidential information regarding students or employees of the University, or the finances or affairs of the University, its employees or its clients. This requirement continues after you cease your visiting appointment at the University.

**Insurance** *[For overseas appointees– delete if not applicable]*

14. You are responsible for ensuring that you have appropriate travel and health insurance. You will not be covered by the Accident Compensation Insurance Scheme in New Zealand.

**Immigration** *[For overseas appointees– delete if not applicable]*

15. Immigration into New Zealand and all visa requirements for the purpose of undertaking this work as a Visiting Scholar are your sole responsibility. *[Rest of clause is optional– delete if not applicable]* As your visit(s) to the School will be for a total duration of 3 months or less in a calendar year, you may be eligible to enter New Zealand and undertake certain academic activities on a visitor visa. This is subject to you meeting certain criteria, which includes being a national of one of a list of countries where a visa waiver applies.

Please refer to the New Zealand Immigration website at <http://www.immigration.govt.nz/opsmanual> and search for V3.130 Visiting Academics.

16. The contents of this letter of offer and any attachments constitute the entire agreement (“the Agreement”) between yourself and the University, and supersede all previous representations, negotiations, commitments and communications, either written or oral between the parties. Variations to the Agreement will only be binding on the University where these have been formally offered by the University and signed by both parties.

To indicate your acceptance of this offer of appointment as a Visiting Scholar, please sign and return a copy of this letter to [*insert person to receive letter*].

Yours sincerely

(*Signature block*)

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I acknowledge that my appointment as a Visiting Scholar is of temporary visiting status. By accepting this appointment, I agree to comply with the University’s policies and statutes and relevant legislation.

Name:

Signed:

Date:

### Appendix 3: Authority to Appoint Adjuncts and Visiting Scholars

Word version available at: [Template Letters](#)

<p><b>Victoria University of Wellington</b>  <b>Authority to Appoint: Adjunct or Visiting Scholar</b>  <i>Before seeking approval from your PVC, please read the Adjunct and Visiting Scholar Policy; and discuss with your HR Manager.</i></p>	
1. Name of Proposed Appointee	
2. School/Institute/Centre in which appointee will be located	
3. Category of Appointment (Tick one)	<p>a. Adjunct Professor  b. Adjunct Teaching Fellow  c. Adjunct Research Fellow  d. Visiting Scholar</p>
4. If a visiting appointment, is the appointee employed at another Institution?  If yes, state name of institution and appointee's position.	<p>(Circle one) Yes/No   <i>Institution Name:</i>  <i>Appointee Position:</i></p>
5. If a visiting appointment, is the appointee a postgraduate student at another Institution?  If yes, state name of institution and degree being undertaken.	<p>(Circle one) Yes/No   <i>Institution Name:</i>  <i>Degree:</i></p>
6. If a visiting appointment, is the appointee being charged a bench fee?	<p>(Circle one) Yes/No  If Yes:  <i>Amount: NZ\$</i></p>
7. If a visiting appointment, is the appointee being paid a fee?	<p>(Circle one) Yes/No  If Yes:  <i>Amount: NZ\$</i></p>
8. If an adjunct appointment, please specify your reasons for recommending the appointment at the level you are proposing (i.e. Adjunct Professor, Adjunct Teaching Fellow, etc).	
9. If an adjunct appointment, is this appointee giving his/her time or expertise:  (Please tick)	<p>a. Without payment  b. On the basis that any prior approved expenses are reimbursed  c. Via a contract for services</p>

	d. By subcontract or similar arrangement with his/her employer.
10. Will the appointee be provided with any of the following (Please tick)	a. Office Space b. Email c. Internet d. Library access e. Other (please specify)
17. Term of appointment	From: ____/____/____ To: ____/____/____
18. Please confirm the full adjunct or visiting title to be used	
19. This request is made by	Name: School/ Institute/ Centre:
20. Human Resources confirm position falls within the Adjunct and Visiting Scholar Policy.	HR Signed: Date: ____/____/____
<b>Approval to Appoint</b>	
Name: _____ Signature: _____	
Position: _____ Date: ____/____/____	

## Appendix 4: Immigration Requirements for Visiting International Academics

Refer to V3.130 - Visiting academics at <http://www.immigration.govt.nz/opsmanual>

### Academic Visitors from Overseas

- a. Visiting academics from countries whose nationals are people to whom a visa waiver applies (see f. below), may be granted a three-month visitor visa and entry permission on arrival in New Zealand on production of a letter of invitation from Victoria University of Wellington.
- b. Visiting academics from countries whose nationals are required to hold a visitor visa to travel to New Zealand must apply for a visitor visa through the nearest New Zealand Embassy before travelling to New Zealand.

### Requirements for the Letter of Invitation

- c. To be granted a visitor visa, the visiting academic must provide a letter of invitation containing the following information:
  - Confirmation that they are well-qualified in their field; and they are either employed by an overseas academic or research institution, or have wide experience in such employment; and
  - Confirmation that the activities they will undertake while in New Zealand will be of a pedagogical, educational, professional management or research nature; and
  - The dates that the activities will be undertaken.

### Pedagogical, Educational, Professional Management and Research Activities

- d. Pedagogical, educational, professional management and research activities are excluded from the definition of work. These include:
  - Collaborating on research projects with academics working at New Zealand tertiary education institutes, including publishing work with New Zealand academics; and
  - Presenting at one-off seminars or conferences organised by the institution; and
  - Providing teaching or tutoring for short courses in specialised areas that New Zealand academics do not have the subject knowledge in; and
  - Sourcing research material only available in New Zealand (including literature) or conducting research only able to be undertaken in New Zealand; and
  - Planning and management (including designing, developing, implementing and reviewing/auditing academic and research courses, programmes and resources; professional development, including teaching methods and curriculum development; and sourcing resource materials for academic and research programmes); and

- Meeting with a post-graduate student who they co-supervise if the student is enrolled at a New Zealand institution from which they will be receiving their qualification, if successful; and
- Undertaking performance classes (e.g. in theatre, dance or music) or studio master classes (i.e. recording and mastering music); and
- Participating on assessment panels for oral or practical examinations, including for theses; and
- Study tours.

### Meaning of Visa Waiver and Countries to which a Visa Waiver Applies

- e. A visa waiver means a waiver of the requirement to hold a visa permitting travel to New Zealand.
- f. A visa waiver applies to a number of persons including:
- Australian citizens;
  - Australian permanent residents;
  - British citizens and passport holders where the person is seeking a visitor visa current for not more than 6 months; and
  - Citizens of the following countries where the person is seeking a visitor visa current for not more than 3 months:

Andorra	Iceland	Portugal <sup>1</sup>
Argentina	Ireland	Qatar
Austria	Israel	Romania
Bahrain	Italy	San Marino
Belgium	Japan	Saudi Arabia
Brazil	Korea (South)	Seychelles
Brunei	Kuwait	Singapore
Bulgaria	Latvia	Slovak Republic
Canada	Liechtenstein	Slovenia
Chile	Lithuania	Spain
Croatia	Luxembourg	Sweden
Cyprus	Malaysia	Switzerland
Czech Republic	Malta	United Arab Emirates
Denmark	Mauritius	United States of America <sup>2</sup>
Estonia	Mexico	Uruguay
Finland	Monaco	Vatican City
France	Netherlands	
Germany	Norway	
Greece	Oman	
Hungary	Poland	

<sup>1</sup> Portuguese passport holders must also have the right to live permanently in Portugal.

<sup>2</sup> Including Nationals of the USA.