

# Pipfruit New Zealand Incorporated

## PIPFruit NZ RESEARCH FELLOWSHIP REGULATIONS 2004

### **Whereas**

- (a) These Regulations shall be known as the Pipfruit NZ Research Fellowship Regulations 2004.
- (b) These regulations commenced on the 1<sup>st</sup> day of May 2004 and replaces all previous versions known as the NZ Pipfruit or Don Sinclair, Research Fellowship regulations.
- (c) In these Regulations:
  - (i) Pipfruit New Zealand Incorporated is referred to as “Pipfruit NZ”
  - (ii) The “Fellowship Committee” means the Committee appointed by Pipfruit NZ to recommend the award of the Pipfruit NZ Fellowship
  - (iii) The Pipfruit NZ Research Fellowship is referred to as the “Fellowship”.
  - (iv) The applicant’s university is referred to as “The University”
  - (v) The Pipfruit NZ Fellowship Agreement is an agreement between Pipfruit NZ, The Fellow and The University.
  - (vi) The Pipfruit NZ Research Contract is the binding document under which the research component of this Fellowship will be conducted.

### **1.0 Purpose**

- 1.1 The purpose of the award is to encourage postgraduate study and research in New Zealand which will contribute to the further development of the New Zealand pipfruit industry
- 1.2 Pipfruit NZ shall achieve this purpose by awarding a fellowship each year pursuant to these Regulations and on the recommendation of the Fellowship Committee.

### **2.0 Number**

- 2.1 One Fellowship shall be awarded each year but the number may be increased by Pipfruit NZ on the recommendation of the Fellowship Committee.
- 2.2 No Fellowship shall be awarded if it is the opinion of the Fellowship Committee that no candidate of sufficient merit has applied.

### **3.0 Eligibility for Candidature**

- 3.1 A Fellowship shall only be awarded to a person who is eligible to register as a candidate for the degree of Doctor of Philosophy at a New Zealand University and who is to pursue a programme of research intended to contribute to the further development of the New Zealand pipfruit industry.

### **4.0 Term**

- 4.1 A Fellowship is tenable for a period of three years but Pipfruit NZ may, on the recommendation of the Fellowship Committee, extend this period by up to six months.

### **5.0 The Fellowship Agreement**

- 5.1 The Fellowship Agreement is a document that formalises the Fellowship award and is signed by Pipfruit NZ, The Fellow and The University.
- 5.2 The Agreement details the responsibilities of Pipfruit NZ to The Fellow and The University
- 5.3 The Agreement details the responsibilities of The Fellow to Pipfruit NZ
- 5.4 The Agreement details the responsibilities of The University to Pipfruit NZ
- 5.5 The Agreement details the recourses available to Pipfruit NZ if the responsibilities of the Fellow or the University are not met.

### **6.0 Commencement of Fellowship**

- 6.1 The tenure of a Fellowship shall commence in the February following the notification of the Award to the Fellow.

- 6.2 The Fellowship cannot start unless the Pipfruit NZ Research Contract and the Fellowship agreement has been signed and is in place between Pipfruit NZ, The University and the Fellow.
- 6.3 The commencement date may be deferred by the Fellowship Committee for up to six months if recommended by the Fellow's supervisor and endorsed by the University at which the Fellow is enrolled.
- 6.4 A second period of deferment would only be considered in exceptional circumstances.

## **7.0 Fellowship payments**

- 7.1 The value of the fellowship shall be determined from time to time by Pipfruit NZ on the recommendations of the Fellowship Committee. The Fellowship emolument shall be paid to The University for payment to the Fellow in quarterly instalments, in arrears, on receipt of an invoice from The University. The University must supply a letter of progress signed by the Fellow, the Fellow's Supervisors and endorsed by the Head of Department, for payment to be approved by Pipfruit NZ.
- 7.2 The first payment shall be made by The University at which the Fellow is enrolled once the Fellow has commenced the programme of research or advanced study.
- 7.3 Payment of the Fellowship emolument shall be discontinued if a fellow is absent from New Zealand, has ceased to be enrolled at a New Zealand University or has had the Fellowship suspended, unless the Fellowship Committee has otherwise agreed.
- 7.4 The Fellowship emolument is currently set at \$20,000 per annum.

## **8.0 Reports**

- 8.1 Every six months the Fellow will supply a written report on his or her studies to the Technical Manager as Secretary of the Fellowship Committee.
- 8.2 During October of each year the fellow will submit a written annual report to Pipfruit NZ. This annual report will be used by the Fellowship Committee to determine if the Fellow is making satisfactory progress towards achieving the programme's goals. The Fellow may be invited to present the annual report in person to the Fellowship Committee. The six monthly and annual reports must include: the programme objectives for the period of report, the extent to which the objectives have been achieved, explanations why objectives have not been achieved and the likely effect this will have on the progress and outcomes of the project. Any new discoveries relating to the project must be described in full with a comment on the significance of these discoveries.
- 8.3 Within two months of completion of the Fellowship the Fellow shall submit to Pipfruit NZ a final report together with a copy of the Thesis. This report shall detail the programme objectives, the extent to which they were achieved, the results of and benefits accruing from the research, any difficulties encountered, and recommendations as to potential areas of ongoing research arising from the completed research programme.
- 8.4 All such reports shall be subject to confidentiality and publication requirements as determined in the **Pipfruit NZ Research Contract**.

## **9.0 Positions of Emolument**

- 9.1 All Fellows must, during the tenure of their Fellowship, devote their whole time to the programme of research or advanced study and may not hold another position of emolument (with the exception of that described in paragraph 9.2) without the express permission of the Fellowship Committee.
- 9.2 The Fellow may undertake tutoring or lecturing work at a university to a maximum of an average of six hours a week during the academic year.

## **10.0 Suspension or Termination**

- 10.1 Pipfruit NZ may suspend or terminate a Fellowship if, in the opinion of the Fellowship Committee, the Fellow is not diligently pursuing the programme of research or advanced study, or is not complying with the terms and conditions of the Fellowship.

### **11.0 Tenure**

11.1 The Fellowship will be tenable with any other award. Pipfruit NZ, however, must be notified of any joint award and may vary these regulations - for example, reduce the emolument or other forms of remuneration, if considered appropriate.

### **12.0 Concessions**

12.1 The Fellowship Committee may recommend to Pipfruit NZ that these regulations be varied in special circumstances to avoid hardship to a Fellow or candidate.

### **13.0 Applications**

13.1 Candidates must apply for a Fellowship on the form provided by the Fellowship Committee.

13.2 Candidates must personally complete Sections 13 of the application form.

13.3 Applications must be forwarded to:

The Technical Manager

Pipfruit NZ

P.O. Box 8703

Havelock North

New Zealand,

no later than the 30<sup>th</sup> day of November.

13.4 Each application must be signed by the candidate's Supervisor(s) and the Head of Department in which the Fellow will undertake the programme of research or advanced study.