



## **ADDITIONAL EARNINGS AND CONSULTANCY POLICY AND PROCEDURE**

### **1. SCOPE**

- 1.1 It is recognised that external professional activities, such as consultancy, advising external organisations are a feature of University life and that University staff often possess the skills and experience that are sought by external organisations. Such activities may be beneficial to both the University and the individual member of staff.
- 1.2 This policy framework sets out the circumstances under which academic and research staff may undertake consultancy activities for which there will be payment and includes relevant disclosure and approval mechanisms
- 1.3 This Policy automatically applies to all Academic staff and Research staff. Following discussion with their manager, other University staff may submit a written request to their Head of School/ Directorate/ Research Institute Department for the provisions of the Policy to apply to them. Agreement will not be unreasonably withheld, although the University may consider it necessary to place conditions and/or limitations on some of the provisions and/or agree an end or review date. Any such conditions will be communicated to the member of staff in the written approval (which should be countersigned by the Dean or Director).
- 1.4 Individuals will need to seek approval for all consultancy activities in accordance with the provisions set out in this document. In addition, there is a requirement to disclose consultancy activities in accordance with the provisions set out in the *Policy for the Management of Conflicts of Interest* and the supporting *Procedure and Guidelines*.

### **2. GENERAL PRINCIPLES**

- 2.1 The University is committed to the development of knowledge partnerships with external organisations. As part of this activity, members of staff are encouraged to undertake Consultancy and Contract Research activities for such organisations and the University provides rewards and incentives for staff and Schools/ Research Institutes to engage in these activities.
- 2.2 Proper management of the contractual relationship between the University and external organisations enhances the degree of mutual benefit from such contracts whilst controlling risks to individuals and the University. For this reason, the University encourages members of staff to undertake

all consultancy through the University, managed by Research & Enterprise Services.

2.3 Private consultancy, undertaken outwith the University, and with no association with the University, is referred to as “**private consultancy**”. Members of staff are permitted to undertake private consultancy activities providing that they adhere to the University’s Conditions of Employment and observe the requirements specified in this policy framework and in the *Policy for the Management of Conflicts of Interest* and the supporting *Procedure and Guidelines*. When staff engage in such activities, the University has the right to assure itself that the activities do not conflict with University interests.

2.4 In relation to any consultancy activities staff are required:

- to devote the necessary time to fulfil their contractual obligations with respect to their normal duties.
- not to undertake additional activities which detract from the contributions to the University for which he or she is being employed and preferably enhances them through the individual’s professional development.
- to ensure that undue burdens are not placed on colleagues or on University facilities.
- to avoid any conflicts of interest in compliance with the *Policy for the Management of Conflicts of Interest* and the supporting *Procedure and Guidelines*.
- to ensure that unmanaged liabilities and risks to the University do not emerge.

2.5 Teaching duties are allocated by the Head of School. It should be recognised that teaching by staff in Schools other than their own is deemed to be an extension of their primary teaching commitment and it will not be appropriate for staff to receive additional payments for such activity. Likewise, it is inappropriate for payment to be made for additional teaching duties undertaken within an employee’s own School. This also applies to staff who have no affiliation to a School and who undertake teaching duties for the University. Existing cross-charging arrangements should be used in these circumstances.

2.6 Staff should always disclose consultancy activity, whether being done via the University or in a private capacity, using form CPA1 (Annex A) or CPA3 (Annex B) as appropriate. If a member of staff is acting as an unpaid consultant (for example as an advisory board member to a company) then they should disclose this activity via the disclosure of interests form, as set out in the University’s Conflicts of Interest Policy and Procedures. The same basic precept applies to consultancy as to any external interest – if in doubt, disclose.

### 3. **DEFINITIONS**

### 3.1 Consultancy

3.1.1 Consultancy is defined as provision of a staff member's professional expertise for the benefit of a third party, typically in an industrial, commercial, government or other private or public organisation. It does not include normal academic activity such as research, teaching and associated activity such as curriculum development, peer review, acting as an external examiner and similar activities.

The definition of consultancy provided by HEBCI is:

'The provision of expert advice and work which, while it may involve a degree of analysis, measurement or testing, is crucially dependent on a high degree of intellectual input from the HEI to the client (commercial or non-commercial). Such work is usually paid for at a market rate, and may deliver stronger IP rights to the business client than would apply in a collaborative research relationship.'

3.1.2 Any contracts which are clearly research based and involve new knowledge, and/or applied research, will be treated as research income and dealt with by the research and grants section of Research & Enterprise Services. If there is any question as to whether a potential contract is consultancy or research income staff should contact Research & Enterprise Services for clarification.

3.1.3 Any contracts for teaching-related work (e.g. CPD or the development of work-based modules) will normally fall within the expected duties of academic teaching staff but where an employer is seeking the specific delivery of specialist knowledge via a training course then a Head of School may determine that this work is treated as consultancy.

## 4. REASONS FOR MANAGING THE ACTIVITY

4.1 As indicated above, there are good reasons for developing a framework within which to manage this activity. These can be summarised as "maximising the benefits and minimising the risks" associated with the activity. The key benefits include:

- enhanced reputation of the individual, University and its academic community;
- a source of continuing professional development for staff;
- an individual has the benefit of Professional Indemnity Insurance (PII) and other liability cover if consultancy is arranged through the University;
- the identification and mitigation against potential conflicts of interest

4.2 Equally a number of **risks** exist; most notably that private consultancy without Professional Indemnity Insurance cover exposes the individual and potentially the University to risk.

4.3 By managing the activity centrally the University can take care to deal with these issues whilst also endeavouring to achieve a consistent,

professional and high quality response to its clients. The University can also benefit from the collected pool of knowledge to advise or make recommendations on work to be undertaken with particular clients, and to market its services to business and the community. It is part of the role of Research & Enterprise Services to give advice on these matters.

## **5. CONSULTANCY ARRANGED THROUGH THE UNIVERSITY**

### **5.1 Recording and Approval**

5.1.1 Both the member of staff's line manager and Research & Enterprise Services should be informed about prospective work at the earliest opportunity. Any arrangements should be approved in the first instance by the Head of School/ Research Institute Director and counter-approved by the Academic Dean if the work is to be undertaken by a HoS or RID.

5.1.2 Research & Enterprise Services should always be consulted in advance of any commitments (verbal or written) being given to the prospective client by individual members of staff or by Schools/ Research Institutes/ Directorates. This applies particularly to issues of price or project delivery and enables Research & Enterprise Services to give appropriate assistance and advice on costing and pricing as well as negotiation of deliverables, timescales and milestones. Consultancy should always be costed at FEC and priced to include an additional margin reflecting the market value of the work being delivered.

5.1.3 Research & Enterprise Services staff will prepare the formal proposal and/or contract for the client to approve once terms acceptable to the University are agreed. Research & Enterprise Services is responsible for keeping the consultant informed regarding the progress of negotiation and approval of the contract by the client.

5.1.4 Staff are encouraged to seek advice from Research & Enterprise Services staff. Research & Enterprise Services has the right, on behalf of the University, to refuse to sign contracts which it considers not to be in the University's best interests.

### **5.2 Rewards and Incentives**

5.2.1 Distribution of income from consultancy activities arranged through the University will normally be based on the following principles:

- Direct costs associated with the delivery of the project will be deducted prior to distribution.
- An allocation to the University Central Overhead will be made at the prevailing rate.
- The net residual surplus will be apportioned between the School or Research Institute or Directorate and the Consultant (subject to PAYE deductions). This apportionment will be agreed with, and controlled by, Research & Enterprise Services after consultation with the School or Research Institute or Directorate. Apportionments will be monitored

by RES and reviewed each year and further guidance on the distribution of income will be developed if required.

- In exceptional circumstances, the University may agree other models for distribution.

5.2.2 Staff undertaking consultancy activities arranged through the University will be paid a personal fee paid through Payroll, Income Tax and National Insurance deductions (employee and employer) will apply on this basis. Alternatively, a member of staff may elect to have this element added to the amount due to their T-account for use in supporting their research activities in which case it is not subject to Income Tax and National Insurance deductions. Research & Enterprise Services will manage the application of these principles and any issues that may arise. There are financial regulations relating to the use of T-Accounts, which staff should refer to. Further guidance can be obtained from Finance.

5.2.3 All activities which staff undertake as part of their University employment, including Enterprise activities, are eligible for inclusion in cases for promotion or other recognition. Associated academic activities may also be included in any promotion submissions in accordance with the academic promotion process. Information on the promotions processes is available from the Human Resources Department.

### **5.3 Intellectual Property (IP) Payments**

5.3.1 Members of staff should refer to the *Commercialisation of Intellectual Property Policy*, available from Research & Enterprise Services.

## **6. ROLE OF RESEARCH & ENTERPRISE SERVICES**

6.1 Research & Enterprise Services is the formal point of contact between the University and the client organisation. It issues proposals and validates and confirms contracts on behalf of the University.

6.2 In addition to its formal role, Research & Enterprise Services works with staff in the management of consultancy activities arranged through the University by offering him/her support in initial meetings with the client, and by providing guidance on costing and pricing. It has a broad overview of the University's work with its external partners and may have valuable information about the potential client which is relevant to the proposed consultancy activity. It can act as an intermediary between the client and the member of staff (consultant) during contract negotiation and assist in the resolution of problems that arise during the course of the work. Through its marketing function it can also assist the member of staff in accessing new markets for his or her expertise or facilities.

6.3 For these reasons it is important that Research & Enterprise Services is involved in, or made aware of, discussions with clients at the earliest possible stage of their development.

## **7. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- 7.1 New intellectual property (IP) may arise out of the performance of a contract. The arrangements for dealing with IP will be recorded in the contract document and are often one of the key points of negotiation with the client. The University's default position is that the output of the contract in terms of results, data, reports, etc should belong to the client but that any other IP (in the form of inventions, software etc, which may be protectable by patent, registered design, trade mark, or copyright) which is developed in the course of the project to enable the generation of the outputs should belong to the University. The client may be offered a license to this new IP on appropriate terms. If new IP is generated during the course of the work it should be recorded. Disclosure records may be obtained from Research & Enterprise Services for this purpose. All staff are encouraged to consult with Research & Enterprise Services and if necessary complete an IP audit before agreeing any externally-funded projects.
- 7.2 Consideration needs to be given to protecting the University's background (i.e. pre-existing) intellectual property – this opening IP position must be defined and made clear to clients. Care must also be given not to infringe the intellectual property rights of any third party who may have supported, or collaborated on, work carried out by the employee which may be relevant to the subject of the consultancy.
- 7.3 The same applies to the need to protect the University's and the client's confidential information and that of any third party which the University has obligations to protect. Standard Confidential Disclosure Agreements (CDAs) are available from Research & Enterprise Services. CDAs are only valid if signed off by a member of Research & Enterprise Services or other authorised signatory of the University.
- 7.4 Staff should consult Research & Enterprise Services for advice on the above.

## **8 PRIVATE CONSULTANCY**

- 8.1 **When undertaking activities privately, staff must not, by any means, give the impression that they are working on behalf of the University. For example by using University premises, University headed stationery or using a University address/email/website.**
- 8.2 The only exception to this is if a member of staff brings their private consultancy through the books of a wholly-owned University company established for the express purpose of supporting, encouraging and managing consultancy activity (as is the case at many other institutions in the sector).
- Note: until an appropriate commercial vehicle has been identified and established, RES will perform this function.
- 8.3 All private consultancy must be disclosed in accordance with the *Policy for the Management of Conflicts of Interest* and the supporting *Procedure and Guidelines*.

- 8.4** Private consultancy must not impact upon the normal workload and output expectations of a member of staff. Any private external consultancy activities should not involve a commitment of more than the equivalent of 30 working days per year (pro-rated for part-time staff). This provision is not a contractual entitlement and the University reserves the right to amend this provision at its discretion. For the avoidance of doubt, staff are not normally entitled to paid time out in order to pursue private consultancy activities.
- 8.5** Members of staff should ensure that any external consultancy activities do not conflict with the requirements of the Working Time Regulations 1998 in relation to rest periods, weekly working time and annual leave.
- 8.6** The member of staff must disclose private consultancy to, and gain approval from, the Head of School/ Research Institute, using Form CPA3 (*Approval for Private Consultancy Activities*). A copy should be sent to Research & Enterprise Services who will maintain a record of authorised private consultancy. It is important to ensure that no conflicts of interest arise, and that the member of staff is not entering into a commitment which could jeopardise their ability to perform their normal duties. Staff should also refer to the *Management of Conflicts of Interest Policy*.
- 8.7** No activities undertaken privately will be taken into account in University planning; specifically they will not be recognised in terms of workload planning, or in cases for promotion. All staff are expected to fulfil their University duties diligently, irrespective of any private activity.
- 8.8** The contract is between the client and the individual member of staff, operating in a private capacity.
- 8.9** Staff must not act to associate the University with their opinions or claims as disseminated to external bodies or the general public through the private consultancy.
- 8.10** Form CPA3 requires members of staff who undertake private consultancy to provide written confirmation that they have informed their client(s) that they will carry out any work on a private basis, and the University does not have any liability concerning the performance of, outcomes of, and liabilities arising from, the work.
- 8.11** University equipment (laboratory equipment, computers, photocopiers, library resources, telephones) must not be used for private consultancy except with prior written approval from the Head of School/ Research Institute/ Directorate. Unauthorised use of such equipment will be subject to disciplinary procedures. It is a requirement that where approved use of University equipment takes place, the University is reimbursed by the consultant at full commercial rate.
- 8.12** Staff undertaking private consultancy activities are required to ensure that the University is not associated with the consultancy work through promotional or publicity materials (e.g. links from the consultant's website, business cards, and brochures).

**8.13** Members of staff who undertake private consultancy are advised to ensure that they purchase adequate professional indemnity insurance cover as they will not have the benefit of University's cover.

**8.14** Staff undertaking private consultancy without complying with the terms of this policy may be subject to disciplinary review.

## **9. PROFESSIONAL INDEMNITY INSURANCE AND PUBLIC LIABILITY COVER**

9.1 The University has Professional Indemnity Insurance (PII) and Public Liability (PL) cover and members of staff who undertake consultancy activities arranged through the University can make use of these arrangements. Most consultancy activities arranged through the University will fall within the boundaries of the University's cover, however in rare cases where there is high risk of very large punitive damages (for instance in certain activities carried out in the medical sector, especially in the United States) additional cover may be needed. Research & Enterprise Services can seek guidance on this issue in specific cases, and it is therefore necessary for Research & Enterprise Services to be made aware of any special circumstances which may take the project outside the scope of the normal cover provided. Further information on PII cover is available in Annex A.

9.2 The University accepts no financial or reputational liability for work undertaken by staff in a private capacity. Staff who undertake consultancy outside the University as private individuals will not have the benefit of the University's PII or PL cover and must purchase their own cover. Clients should require evidence of the consultant's cover.

## **ANNEX A: KEELE UNIVERSITY PROFESSIONAL ACTIVITY PROFESSIONAL INDEMNITY INSURANCE (PII)**

The University's policy on consulting and professional activity by academic staff is contained in the University's *Additional Earnings and Consultancy Policy and Procedure*.

The University's Professional Indemnity Insurance (PII) covers staff carrying out consultancy activities arranged through the University. The cover includes consultancy work undertaken by members of staff for external clients where the University has approved the consultancy activities, contracted directly with the client and is paid directly for the work by the client.

Members of staff undertaking private consultancy activities independently of the University (i.e. where consultancy contracts are undertaken by members of staff in their personal capacities effected between the member of staff and the client and payment made directly to the member of staff) will not benefit from the University's PII cover. In such cases, the University takes no responsibility for liabilities arising out of such contracts and members of staff will find themselves personally liable for breaches of professional duty which might arise. Members of staff are strongly advised to effect their own professional indemnity insurance to cover such risks. Members of staff undertaking Private Consultancy activities are required to disclose the work to the University in accordance with the University's *Additional Earnings and Consultancy Policy and Procedure*.

**In addition to benefiting from the University Professional Indemnity Insurance, members of staff undertaking consultancy activities via the University also incur obligations. Members of staff must contact the Payments & Insurance Manager in the Finance Department immediately they become aware of a potential claim or a circumstance that could give rise to a claim against them. The extent of cover provided and the obligations assumed are described in the Summary of Cover at Appendix 1 to this Annex along with an explanation of how to identify claims and circumstances which might give rise to a claim.**

## APPENDIX 1: SUMMARY OF PROFESSIONAL INDEMNITY INSURANCE (PII) COVER

### 1. Introduction

These notes are intended as a guide to Keele University's Professional Indemnity Insurance (PII) for staff undertaking consultancies in accordance with University guidelines and procedures. **They do not apply to staff undertaking consultancy in a private capacity and the University's insurances do not cover such activity.** They give a working summary of the cover in non-technical language together with advice on notification of claims and circumstances which might reasonably be expected to give rise to a claim. They are not a substitute for the PII Policy Document, which is evidence of the insurance contract between Keele University and its insurers and to which reference should be made for exact interpretation of the terms and conditions. A copy is held centrally by the Payment and Insurance Manager, in the Finance Department, and can be viewed on request. **Members of staff must contact the Payments & Insurance Manager in the Finance Department immediately they become aware of a potential claim against them.**

### 2. What is Professional Indemnity (PII) Insurance?

- 2.1 PII is an indemnity from an insurer by which it undertakes, subject to certain terms and conditions, to indemnify the University against claims for compensation, for which it is legally liable, first made against the University in the period of insurance, where these arise out of an actual or alleged breach of professional duty by the University in the course of its professional business. In addition to financial damages the indemnity extends to legal costs and expenses awarded against the University and costs and expenses incurred with insurers consent in defence of a claim.
- 2.2 All PII is written on a claims made basis. Unlike conventional liability insurance, which is written on an occurrence basis, PII covers professional claims which are first made against the University during the current policy period irrespective of when the alleged bad advice might have been given or acted upon or when it was discovered by the client or when the loss was suffered..

### 3. Whom does Keele University PII Protect?

- 3.1 Keele University arranges annual insurance cover as part of its general insurance programme in the name of the following jointinsured:
  - Keele University and its subsidiary companies;
  - officers of the University, Members of Council. Senate and Court and of University Committees while acting on behalf of theUniversity;
  - employees engaged in consultancy activities arranged through the University with external clients, where the fees are paid directly to the University;

- employees, seconded employees, self-employed persons and contract staff working for the University on its business;
- Trustees of Keele Development Trust (KTD)

3.2 Keele University PII is an insurance contract between the University and its insurers which is quite separate from any consultancy contract, engagement or appointment the University may enter in to with its consultancy client. It confers no rights to indemnity on anyone other than the above insured. The University's clients have no interest in the Keele University PII contract and are not entitled to any benefit from it. As a condition of engagement, prospective consultancy clients may insist that consultants carry PII cover, but this is more to give the client comfort that there is some substance behind the consultant should there be a serious mistake giving rise to a large loss, than to give any real protection to the client.

3.3 Consultancy and research fall within the definition of the University's professional business.

#### **4 What Cover is Provided?**

4.1.1 The policy indemnifies Keele University and/or the above other insured for claims made against them in the period of insurance in respect of consultancy work where they have given or are alleged to have given bad advice which has resulted in a loss to a client or others and for which the University may be legally liable. There are limits to the cover and it is subject to terms and conditions, and a policy excess. .

4.1.2 Cover is excluded for claims arising out of medical advice, diagnosis or treatment or administration of drugs or treatment of those taking part in clinical trials. This "medical malpractice risk" is also insured elsewhere.

#### **4.3 Procedural Matters**

By far the most important of these is the need for members of staff undertaking consultancy work to notify the Payments and Insurance Manager of any circumstances which may give rise to a claim under the insurance policy. Failure to do so may allow insurers to deny the University indemnity for that claim and in some circumstances could prejudice all cover under the policy.

#### **5 Claims and Circumstances which may Give Rise to a Claim.**

5.1 In an attempt to avoid unnecessary litigation, a pre action protocol for claims against professionals is now in place and this will apply to consultancy activities which are arranged through the University.

#### **5.2 What is a "Circumstance"?**

5.2.1 An incident, occurrence, fact, matter, act or omission which may reasonably be expected to give rise to a claim in respect of a breach of the University's professional business, and includes the following:

- any intimation by a third party, whether expressed or implied, of an intention to claim against the consultant;
- any criticism relating to the consultant's performance;
- any awareness the consultant may have of a service or action provided by them which may fail to meet the standard requirements.

### 5.3 What is a Claim?

5.3.1 A demand for, or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

### 5.4 Preliminary Notice of the Potential Claim

5.4.1 Ordinarily, the University would expect to receive preliminary notice of a potential claim directly from the client. However if a member of staff becomes aware that there is a reasonable chance that a claim will be made (for example, from comments at a meeting or during a telephone conversation, or in correspondence, or discovery by from some other source), he or she should contact the Payments and Insurance Manager immediately.

## 6. **How to avoid claims**

6.1 In order to minimise the potential risk of a future claim, staff should ensure that they:

- maintain good communication channels with clients and always follow meeting and telephone discussions in writing;
- keep well recorded file notes of all meeting and/or of any advice that is offered to the client;
- ensure that they have excellent diary systems so as to avoid any slippage with regard to time limit etc;
- refer to checklists as an *aide memoire* to ensure that relevant information has been obtained at an early stage;
- ensure that any documentation is clear and precise and identifies the proposed course of action and any advice that has already been given;

6.2 Keele University will evaluate proposed contracts to ensure that it is not exposed to extraordinary risks. The University will not normally enter into contracts which contain unnecessary terms which are onerous to the University among which might be contracts requiring the provision of legal indemnities by the University, those imposing liability for consequential losses, those where the consultants duty is expressed as other than "reasonable skill and care", "time of the essence" contracts, and any imposing liquidated or assured damages on the University for delay or breach of contract.

## **ANNEX B: PROCEDURE FOR CONSULTANCY ACTIVITIES ARRANGED THROUGH THE UNIVERSITY**

- 1 A consultancy opportunity is identified, either by a member of staff, or by Research & Enterprise Services, and the member of staff (consultant)/client match is obtained.
2. The consultant and client define the scope of the project: understanding of the client's needs is confirmed, and key deliverables and timescales recognised. Research & Enterprise Services staff are available to support the consultant in the early stages of discussion with the client, for instance by attending meetings. The consultant makes no commitment regarding price and delivery at this stage - for discussions regarding price, clients are referred to Research & Enterprise Services.
3. Having established the scope of the project, Research & Enterprise Services will prepare all proposals and submit to client for approval, having agreed cost/price structure and income distribution with the consultant (to be formally recorded in the Consultancy Income Form).
4. The consultant seeks written approval from his/her Head of School/Research Institute, counter-approved by the Academic Dean (Form CPA1 – *Approval for Consultancy Activities Arranged through the University*)
5. The client approves the proposal. Research & Enterprise Services issues the contract and generates the Consultancy Income Form.
6. Work commences as agreed. The consultant delivers any interim reports and results according to agreed milestones.
7. On project completion the final report goes to the client (copied to Research & Enterprise Services for records). The consultant advises Research & Enterprise Services and Finance of completion. The Finance Department issues the final invoice and arranges distribution of income.

## **ANNEX C: PROCEDURE FOR PRIVATE CONSULTANCY**

1. The member of staff identifies a consultancy opportunity which falls outside his or her normal duties and which he or she would wish to undertake without any association with the University
2. The member of staff completes Form CPA3 (*Approval for Private Consultancy Activities*) and discusses the opportunity with his or her line manager and with Research & Enterprise Services, for approval by Head of School/ Research Institute, and to establish that, by undertaking the work, the member of staff:
  - a. will not utilise any University resources, facilities, equipment, letterheads, computers;
  - b. will not jeopardise their ability to perform his or her normal duties
  - c. will not create conflicts of interest for the University or School/ Research Institute/ Directorate;
  - d. will not compromise University or third party intellectual property;
  - e. will not compromise University or third party confidential information.
2. Subject to the above, and on condition that the member of staff confirms in writing to the client that the work is being carried out entirely in a private capacity, following appropriate review, authorisation will be granted by the Head of School/Research Institute and counter-approved by the relevant Dean.
3. The individual will be responsible for invoicing the client and collection of the debt, for arranging their own Professional Indemnity and Public Liability cover, and for declaring the income for Tax and National Insurance purposes and must sign a declaration to that effect on Form CPA3.

## APPROVAL FOR CONSULTANCY ACTIVITIES ARRANGED THROUGH THE UNIVERSITY

**CONSULTANCY DETAILS**

Ref:

Client:			
School/Institute:			
Title of project:			
Project Leader:	Name:	On University payroll? Y/N	Expected No. of hours/days to be worked
Others involved: (Continue on separate sheet if necessary)	Name:	On University payroll? Y/N	Expected No. of hours/days to be worked
Expected date of commencement :			
Expected duration of project:			
Expected value:			
Cost Breakdown			
<b><i>Project Leader:</i></b>			
Signed:			Date:

**I acknowledge and approve the consultancy activity outlined above:**

***Head of School/ Research Institute***

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

***HR Link Manager***

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

***Head of Research & Enterprise Services***

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

### APPROVAL FOR PRIVATE CONSULTANCY ACTIVITIES

Name and address of organisation for whom work is to be undertaken

[Empty box for name and address of organisation]

Nature of work to be undertaken (please attach additional sheet if required)

[Empty box for nature of work]

Details of time commitment

[Empty box for details of time commitment]

Start date: ..... End date: .....

I wish to undertake activities as outlined above and I certify that I am competent professionally to deliver the work. I understand that in undertaking consultancy activities on a private basis that I am entirely responsible for declaring this private income to HM Revenue and Customs and for paying my own income tax and national insurance contributions. I confirm that I will not associate the University in any way with the duties I undertake for my client(s) and that I will not use University equipment, letter-headed paper, email or any other facilities provided by the University unless otherwise agreed in writing. I declare that I have complied with the requirements of the University's *Policy for the Management of Conflicts of Interest* and the supporting *Procedures and Guidelines* and as far as I am aware there is no conflict of interest between the work I undertake for my client(s) and my role within the University. I have informed my client(s), in writing, that I am acting in a personal capacity and I acknowledge that I am not covered for this work by the University's Professional Indemnity or Public Liability insurance policies.

Name: ..... School/Directorate/ Research Institute.....  
(Block capitals)

Signed: ..... Dated: .....

**Management Approval**

I acknowledge and authorise the work outlined above and I am satisfied that there are no adverse implications for the University

Name: ..... School/ Directorate/ Research Institute: .....  
(Block capitals)  
Signed: ..... Dated: .....

**Dean's Counter-approval**

Name: ..... Signed: ..... Dated .....

<b>Document Name</b>	Additional Earnings Policy
<b>Owner</b>	Research, Innovation and Engagement
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<i>For Office Use – Keywords for search function</i>	