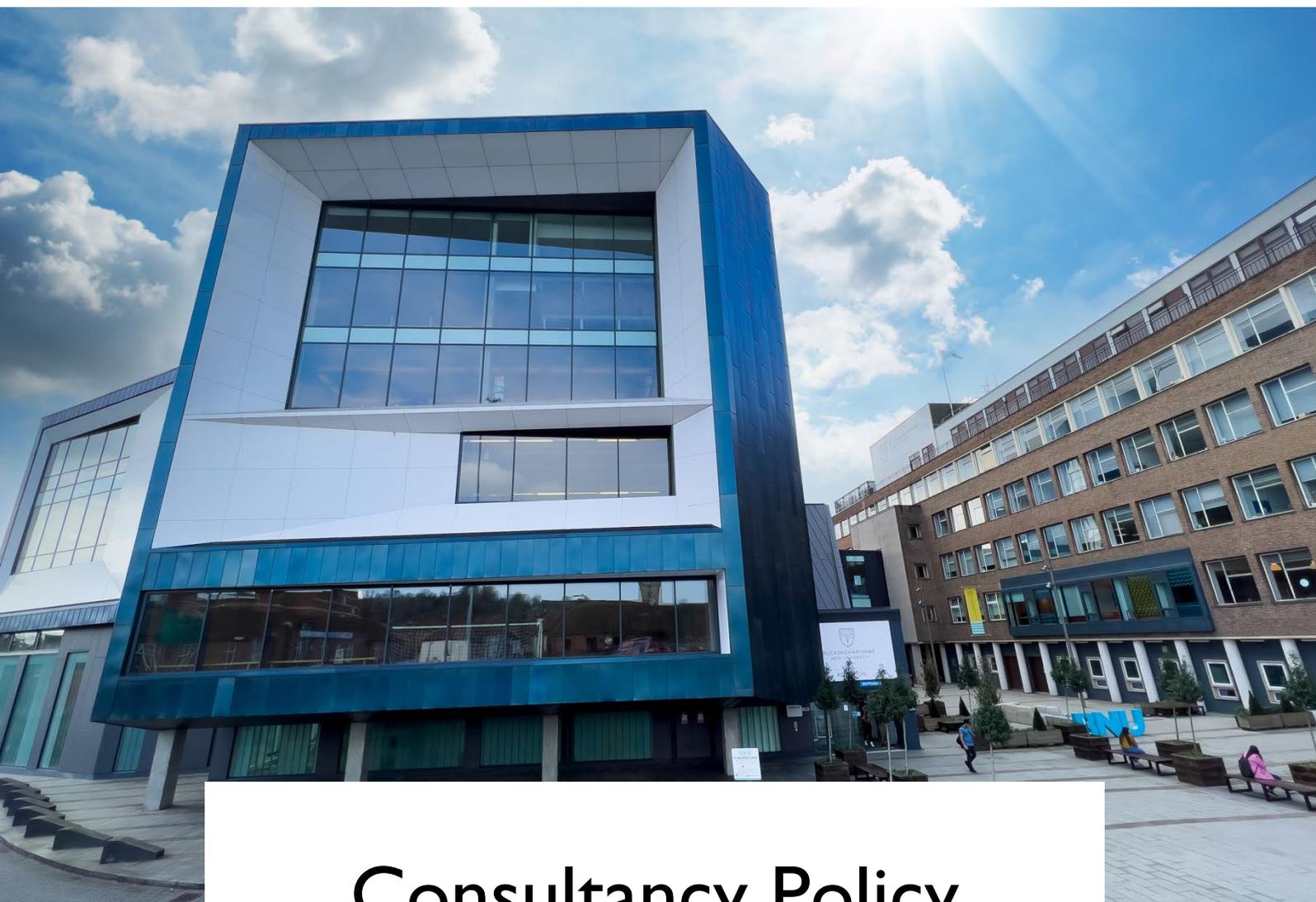




BUCKINGHAMSHIRE  
NEW UNIVERSITY

EST. 1891



# Consultancy Policy

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This document has been designed to be accessible for readers. However, should you require the document in an alternative format please contact the Governance and Compliance team.

## Background

- 1 The Buckinghamshire New University (BNU) Consultancy Policy details the procedures and conditions under which consultancy can be carried out.
- 2 Consultancy is an important element of BNU's enterprise and knowledge exchange activities and is actively encouraged by the University. Consultancy has many benefits for both the individual and the University including: income generation, opportunities for external collaboration, personal and professional development, enhancing the reputation of BNU, and contributions to the University's knowledge transfer endeavours - including economic and social impact criteria linked to the Research Excellence Framework (REF).
- 3 As consultancy carries with it an element of risk to the individual, the University and its reputation, therefore BNU is keen to encourage and support its staff to engage in consultancy in a regulated manner. The Research and Knowledge Exchange Office (RKO) are available to support and advise staff looking to engage in consultancy.
- 4 BNU will provide Professional Indemnity Insurance cover to a member of staff undertaking university supported consultancy, provided that prior approval for the work has been granted by BNU and that the agreement or contract to undertake the work is between BNU and the external body.
- 5 The objective of this policy is to define Private Consultancy and BNU Consultancy, to explain the processes by which these are internally approved and to minimise potential risks.

## Purpose Statement

- 6 This policy outlines the framework under which BNU staff may undertake BNU consultancy, ensuring activity is beneficial, compliant, and aligned with BNU's strategic mission. BNU encourages members of staff, where appropriate, to undertake high quality work on behalf of public, industrial, commercial, scientific, educational, cultural and international organisations. Such work should be of mutual benefit, demonstrating our wider economic, social and cultural contribution and enhance our research, enterprise, learning and teaching activities. BNU's default position is that its staff should undertake work under the guidance of the University. However, in accordance with staff contractual provisions and in exceptional circumstances BNU Staff (as defined below) may undertake outside work in a private capacity provided that such work complies with this Policy and Guidelines.

## Applicability and Scope

- 7 This policy applies to substantive staff, who shall be referred to as 'Staff' in this policy. Substantive staff includes all employees who hold a permanent or fixed-term position with guaranteed contractual rights and hours, as opposed to temporary staff, contract staff or staff on atypical contracts with variable hours.

- 8 The policy covers both BNU Consultancy and Private Consultancy (see definitions below). There are restrictions on who can undertake BNU Consultancy.
- 9 External scholarly work that closely links to the academic role is not covered by this policy, regardless of whether this attracts a fee or income to the university or individual delivering the work. Examples include, but are not limited to, participation in external assessment procedures (e.g. the Quality Assurance Agency (QAA), REF, and Funder selection), work on editorial boards, reviewing scholarly outputs, external examination for another Higher Education Institutions (HEIs) and becoming a legal expert witness.

## Responsibilities

- 11 The University Steering Group (USG) is responsible for ensuring that the implementation and operation of the University Consultancy Policy is in line with the University's strategy.
- 12 **College Deans, Directors of Professional Services and Associate Deans for Research (ADR)** have authority for the prioritising and objective setting of consultancy activity within their areas of operational responsibility and should agree all external consultancy partnerships. They should consider consultancy activity as part of their research and knowledge exchange strategies.
- 13 The Associate Deans for Research should use consultancy activity to maximise research impact. Consultancy contracts require formal approval from a staff member's line manager and in cases where research facilities are to be used, approval from the College Dean. Any member of staff undertaking consultancy activity must first have the approval of their direct line manager. In the absence of a College Dean, approval can be sought from the Pro Vice-Chancellor, Academic.
- 14 It is the responsibility of **BNU Staff** to familiarise themselves with the Consultancy Policy and ensure they comply with its processes and procedures.

## Definitions

- 15 **Consultancy** is defined as the provision of expert advice and work, which while it may involve a high degree of analysis, measurement or testing, is crucially equally dependent on a high degree of intellectual input from the organisation to the client (commercial or non-commercial) without the creation of new knowledge.
- 16 **Private Consultancy** is a direct arrangement between the individual acting in a personal capacity and a third party which is set-up and managed directly by the individual as permitted by their terms and conditions of employment and conducted without use of BNU resources, infrastructure, name, or brand.
- 17 **BNU Consultancy** is an arrangement between BNU and a third party which may involve a member of staff/research student and use of BNU facilities and other resources in the provision of the consultancy services and is covered by institutional insurance.
- 18 The **Knowledge Exchange Framework (KEF)** is intended to increase efficiency and effectiveness in use of public funding for Knowledge Exchange (KE), to further a culture of

continuous improvement in universities by providing a package of support to keep English university knowledge exchange operating at a world class standard. It aims to address the full range of KE activities.

- 19 The **Research Excellence Framework (REF)** is the system used to assess the quality of research in UK universities. Taking place roughly every six to seven years, the results are used to provide information about the quality of a university's research for internal and external benchmarking and the allocation of research funding.
- 20 **Services Rendered** generally involves the provision of services to or access to University facilities by an external organisation in exchange for a fee. Crucially, services rendered do not involve a high degree of intellectual input from University staff, no new knowledge should be created, and the client would ordinarily expect to own any results arising from the services provided.

## **BNU Consultancy**

- 23 This includes income associated with consultancy that includes advice and work crucially dependent on a high degree of intellectual input from the HE provider to the client (commercial or non-commercial) without the creation of new knowledge.
- 24 Consultancy contracts are further analysed by Small and Medium Enterprises (SMEs), other (non-SME) commercial businesses and non-commercial organisations, [as defined under Contract research](#).
- 25 BNU Consultancy is an arrangement between BNU and a third party which may involve a member of staff, research student or BNU facilities and other resources in the provision of the consultancy services.
- 26 Staff must discuss the proposed consultancy with the College Dean / ADR or Director of Professional Services Department (or delegate) before the consultancy work is initiated and time allocation approved as per local workload approval mechanisms. BNU does not impose a formal cap on the number of days a staff member may undertake consultancy activity. However, all consultancy work must be discussed with and approved by the staff member's College Dean / Head of Directorate in advance of engagement. This is to ensure that such activities do not affect the staff member's core responsibilities, including teaching and other contractual duties, in line with the BNU Workload Model.
- 27 The University's name, facilities (offices, laboratories, equipment, meeting rooms etc.) and IT infrastructure (e-mail and internet access) may be used for BNU Consultancy.
- 28 In most cases, staff delivering BNU Consultancy will be covered under Buckinghamshire New University's Professional Indemnity Insurance. If an activity is considered higher risk or falls outside the University's usual scope of work, the Research and Knowledge Exchange Office will work with the staff member to confirm the appropriate insurance coverage.
- 29 Support services (e.g. costing and pricing, contracts) will be provided by the Research & Knowledge Exchange Office. The expectation is that BNU Consultancy contracts will as a minimum be priced to cover the Full Economic Cost (FEC) and will normally include a commercial premium in addition. Any decision to price the consultancy less than FEC must be

approved by Research & Knowledge Exchange Office and Line Manager in line with the BNU pricing matrix.

- 30 Consultancy income will be paid by the contractor directly to BNU and transferred to the College (or equivalent unit) that generated the income.
- 31 To ensure BNU Intellectual Property (IP) is protected, and risks are managed, a consultancy agreement must be in place before work can commence.

## **Financial Framework (BNU Consultancy)**

- 32 After recovery of direct costs and overheads, the allocation will follow the allocation below:
  - University – 15%
  - College / Directorate – 15%
  - Academic / PSE development pot – 70%
- 33 Staff are encouraged to retain their 70% share in their personal development pot and use these to support the staff member's academic activities and personal development plans. These funds can be used to cover costs such as hiring research assistants, attending conferences, purchase of research or teaching related equipment or securing teaching buy-out.
- 34 BNU staff consultancy day rates are set by the Research and Knowledge Exchange Office and are based on the staff member's grade and relevant experience. All day rates are quoted exclusive of VAT, but VAT will be charged where applicable.

## **Private Consultancy**

- 35 Although BNU Consultancy is the standard model in exceptional circumstances Private Consultancy may be approved.
- 36 Private Consultancy is a direct arrangement between the individual acting in a personal capacity and a third party.
- 37 Staff may undertake Private Consultancy as permitted under their Terms and Conditions of employment. Members of staff must notify their College Dean (or delegate) of the Private Consultancy in order to gain approval and ensure that (i) potential conflicts of interest are identified and addressed as necessary, (ii) time commitments to extra-curricular work can be acknowledged, and (iii) the planned activity is scheduled outside of contractual hours and will not have a detrimental impact on the individuals workload during their contracted working hours.
- 38 A Private Consultancy Declaration Form (Appendix 1) should be completed and sent to the Dean or College, ADR or Director of Professional Services department (or delegate) for approval prior to commencing the consultancy.
- 39 Approval is valid for one academic year. Records of private consultancy will be kept by the Research and Knowledge Exchange Office.

- 40 To avoid Private Consultancy being construed by the client as the consultant acting on behalf of BNU, the University name, reputation or brand should not be associated with any aspect of the consultancy.
- 41 BNU facilities (e.g. space, equipment, consumables and support services) and IT infrastructure (e.g. University email accounts) cannot be used to support Private Consultancy.
- 42 The individual concerned is responsible for arranging their own professional indemnity insurance, invoicing, payments, tax obligations, VAT and national insurance requirements.

## **Intellectual Property**

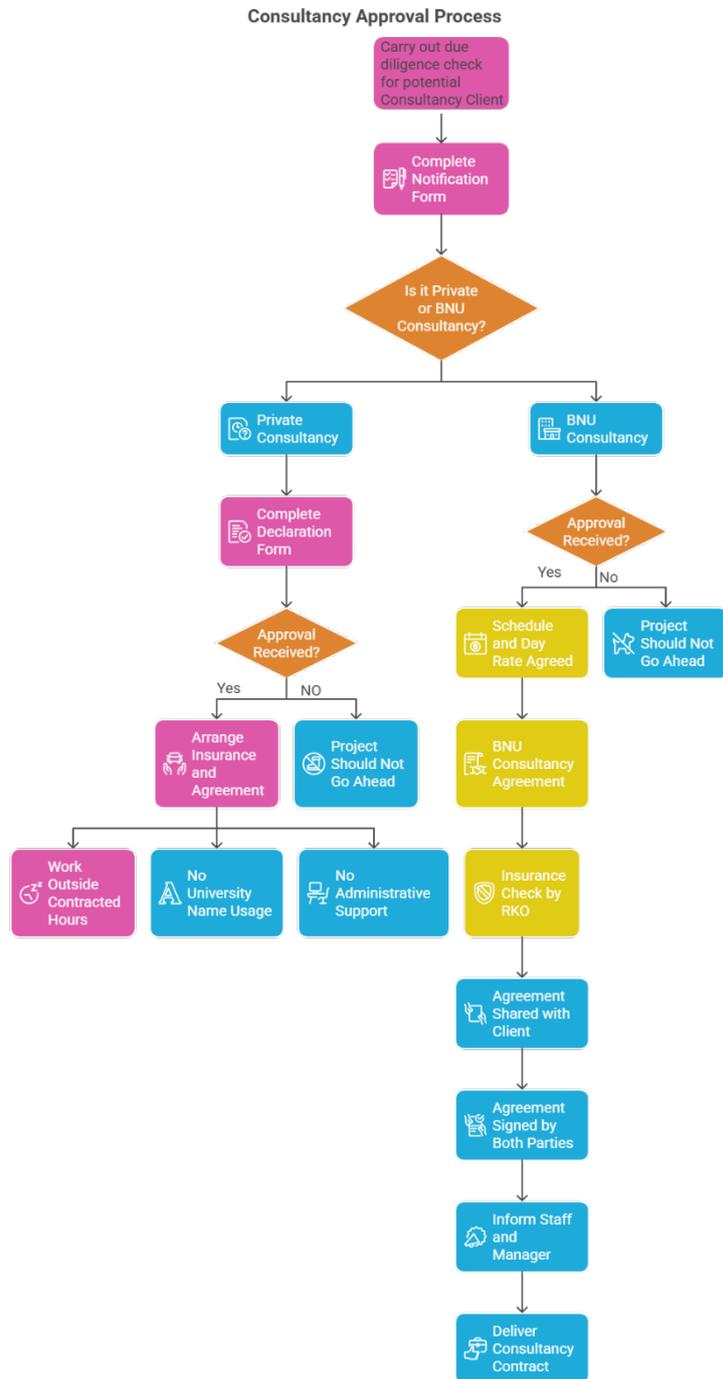
- 43 Where BNU Consultancy generates Intellectual Property (IP), please refer to the University's Intellectual Property Policy for guidance. Clients may receive licenses or outputs as negotiated via the Research and Knowledge Exchange Office.
- 44 IP generated through Private Consultancy will remain the property of the individual or the client depending on the agreement in place between these two parties. Private Consultancy IP must not derive from BNU-owned background IP or BNU equipment/facilities.

## **Conflict of Interest**

- 45 Conflicts of interest may arise where (i) an individual providing consultancy has interests which might affect or be seen to affect the objectivity or professional judgement of the consultant or (ii) where the proposed Private Consultancy is in direct conflict with the interests of BNU.
- 46 Where consultancy generates a conflict of interest, please refer to the University's Conflicts of Interest Policy.

# Summary of procedures

## Process for approval and set up of Consultancy activity



Made with Napkin

<b>Consultancy route</b>	<b>Scope and Definition</b>	<b>Suggested Costing and Pricing Policy</b>
<p>BNU Consultancy Objective: This should be the standard consultancy model within the University.</p>	<ul style="list-style-type: none"> <li>• Work undertaken by a staff member, with the approval of their College Dean / Director</li> <li>• Fully covered by University insurance.</li> <li>• Staff able to use University phone, e-mail address, logo, stationery, etc.</li> <li>• Access to appropriate resources permitted with appropriate permission and budget provision.</li> <li>• May be defined as research impact as above.</li> <li>• Workload allowances normally take account of the time required for this work and changes are made accordingly.</li> </ul>	<ul style="list-style-type: none"> <li>• Costed using Consultancy Day Rates provided by RKO</li> <li>• Price agreed with RKO</li> <li>• Profit sharing as follows: University – 15% College / Directorate– 15% Academic / PSE pot – 70%</li> </ul>
<p>Private Consultancy Objective: Reduce overall levels through encouraging the BNU Consultancy option.</p>	<ul style="list-style-type: none"> <li>• Work undertaken by a staff member, with the approval of their College Dean / Head of Directorate, in a personal capacity.</li> <li>• Not covered by University insurance.</li> <li>• Waiver Request form required to be signed by the individual's client acknowledging the University's non-involvement before approval is deemed granted.</li> <li>• No use should be made of BNU resources (incl. phone, e-mail address, logo, stationery, etc).</li> <li>• Work is undertaken outside of normal workload allocations and so no changes to usual patterns of work are required.</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable — fee set and retained by the individual.</li> </ul>

## Appendix 1 – Private Consultancy Declaration Form

Name of Member of	[Type text]	Date:	[Type text]
Job Title:	[Type text]	Employee:	[Type text]
Directorate / College:	[Type text]	Unit:	[Type text]
Name and address of:	[Type text]	Number Days of planned activity:	
Number days private consultancy undertaken in current financial year:		[Type text]	
Total Number days of all Extra Curricular Work in the		[Type text]	
Start Date and End Date of Consultancy:		[Type text]	

### Summary details of proposed consultancy:

*(Specific details of private consultancies are not required, but sufficient information must be provided to assess any potential conflict of interest. It is also important to be able to inform the client that your employer is aware of the proposed consultancy and has not raised any issues of objection)*

### Declaration

I the undersigned understand that the proposed Private Consultancy is a private arrangement between me and my client and implies no involvement and liability by Buckinghamshire New University (BNU). I understand that I may not use the University's name, IT infrastructure, facilities, address, logo, reputation or brand as part of the consultancy. This work will not impact normal day to day work duties. The client understands that work is being done outside of any University commitments, is not covered by the University's professional indemnity insurance and that the University has no liability for this work. I understand that I am responsible for the negotiation and execution of contractual terms, invoicing, payments, tax obligations, VAT and national insurance requirements as applicable with my client.

Name [Type text]

Date [Type text]

Signature .....

### Approval by College Dean / Head of Directorate / Associate Dean, Research & Knowledge Exchange

Name [Type text]

Date [Type text]

Signature .....

Additional Notes: [Type text]

*Please ensure that this form is returned to your College Business Manager and a copy sent to RKO*

## Appendix 2 – Approval process Private Consultancy application form

Name of Member of	[Type text]	Date:	[Type text]
Job Title:	[Type text]	Employee:	[Type text]
Directorate / College:	[Type text]	Unit:	[Type text]
Name and address of:	[Type text]	Number Days of planned activity:	
Number days private consultancy undertaken in current financial year:		[Type text]	
Total Number days of all Extra Curricular Work in the		[Type text]	
Start Date and End Date of Consultancy:		[Type text]	

**Nature of consultancy:**

**Proposed timetable for the consultancy:**

**Benefits of Consultancy to the University:**

- Xxx
- Xxx
- xxx

The level of cost to be charged and distribution of monies:

Details of University facilities or resources to be used:

**Monitoring arrangements:**

Name [Type text]

Date [Type text]

Signature .....

**Approval by College Dean / Head of Directorate / Associate Dean, Research & Knowledge Exchange**

Name [Type text]

Date [Type text]

Signature .....

**Approval by Pro Vice-Chancellor Academic**

Name [Type text]

Date [Type text]

Signature .....

Additional Notes: [Type text]

*Please ensure that this form is returned to your College Business Manager and a copy sent to RKO*

## Appendix 3 - Disclaimer of Liability for Private Consultancies

[To be sent in the form of a letter from the Academic to the Contact Person at the Company/Organisation with whom they are working and in two copies. NB University headed stationery must not be used for this letter. The Contact Person at the Company/Organisation is to counter sign one copy, and it should be returned to the Academic's home address and then lodged when completed with RKE. Please note that this Disclaimer is a legal document and needs to be completed correctly- in accordance with the instructions - otherwise it may be rejected, and you will be asked to submit a new one.]

Consultant's name and full home address

[NB must not be a Buckinghamshire New University address]

Date

Contact Person's name

Name of Company/Organisation

Full address

Dear Contact Person Name

RE: Assignment/Project reference

With reference to my work on the above assignment I am required by the Buckinghamshire New University (the 'University') as my employer to advise you that I shall be acting in an entirely private capacity and not for or on behalf of the University. While the University permits its academic members of staff to undertake private consultancies subject to prior approval, which – once this Disclaimer has been signed - I will request from my Dean of College and/or Pro Vice Chancellor Academic [delete as appropriate]; as I have elected not to use the services of the University's technology transfer facility - then the University exercises no control or supervision over the actual performance of the work.

Consequently, the University cannot accept responsibility for the work I do or for the advice or opinions which I give in connection with the above assignment and accepts no liability for any acts or defaults on my part, whether negligent or otherwise. Furthermore, the University disclaims any liability, direct or indirect, for any mistake, error or inaccuracy in the opinions and advice I offer or in any work I undertake or in any document which I may produce related to the assignment. I am not covered by the University's professional indemnity insurance, and I am not permitted to use the name of the University for this project and no reference to it should be made in my work with you.

By signing and returning to me the enclosed copy of this letter you confirm that you acknowledge and agree to the above and that the Buckinghamshire New University shall not be liable for my work with you. Furthermore, you confirm that you are legally able to sign this letter on behalf of your organisation.

Yours sincerely

[Name of Academic]

Signed for and on behalf of [Insert full Name of Company/Organisation including legal title]:

\_\_\_\_\_

[Contact Person's full name in bold] By: \_\_\_\_\_

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

[Please ensure that all wording in italics is removed – including the Notes below -before you submit this Disclaimer to the client for signature.]

Notes:

By working in a private capacity you agree that:

- You will not use the University name
- You will not use your Professorial title which relates to your role at BNU if you hold one
- You will arrange private professional indemnity insurance to cover this work (please note that the statute of limitation on a negligence claim is 6 years and therefore you will need to maintain the insurance for this period of time and not just for the time period of the work itself)
- You will set up a non-University email account for the purposes of external consultancy work
- You will not use any University-branded images, email, documents or paper in communications with the client
- You will ensure that the Full Economic Cost of using any University facilities or equipment is reimbursed to the University

If you are unsure of any of the University's regulations concerning undertaking Private Consultancy work or you would like to have the Disclaimer checked before you send it to the Contact Person, then please contact the Research and Knowledge Exchange Office.