

# Consultancy Policy

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from the wider University's pool of expertise and, with the agreement of the relevant Line Manager and/or Dean, will be contracted for a particular piece of work. Such work can be considered a 'pump-priming' piece of work, ideally intended to lead to more costed work, and it is likely that this will cover the costs of the staff member's time. Funds will be transferred to the Faculty once released from the funder (normally 3 months in arrears) to cover the staff time and should therefore ideally be undertaken within the staff members allotted work-load. Any separate agreement for reimbursement to the staff member will be between the staff member and their Line Manager and/or Dean only.

- 14 If the University employs an external supplier then a contract must be issued. In some cases consultancy may be designated as a duty and will not attract any additional payment for staff involved. Contractually, duties are defined by the Dean or by the Director of Service with the assistance and advice of HR; the appropriate member of the Vice Chancellor's Executive Group will act as arbiter in any cases of dispute and receive advice from the Director of Human Resources and the Deputy Vice Chancellor (Academic). For further advice and guidance please contact the 5 H V H D U F K , Q Q R Y D W L R Q Service or can advise on all aspects of consultancy.
- 15 Professional Indemnity Insurance is provided to staff undertaking University Consultancy within the terms of their employment (see sections 9-12 and 25).
- 16 Any member of staff conducting consultancy or promoting their own consultancy expertise and services in association with the University, within staff time or with University resources without seeking and obtaining prior permission as defined in this policy, will likely not be covered by Professional Indemnity Insurance and may therefore be in breach of their contract of employment with the University.
- 17 Consultancy contracts are written with the aims outlined in Section (7) above, and the Principal named in the contract is accountable for the successful delivery of the project. Where a team is involved in the delivery, one academic will lead the project and retain overall responsibility for completion as outlined in the project methodology.

#### Conflicts of Interest

- 18 It should be recognised that there can be potential conflicts of interest between external professional activities and the University's own business. The onus is on the staff member to raise any potential for a conflict of interest and seek advice from their Line Manager and/or Dean in the first instance. The 5 H V H D U F K , Q Q R Y D W L R Q Service can be contacted for advice as required.

#### Professional Indemnity Insurance

- 19 University Consultancy will be subject to the conditions below and be covered under

committed, and notified to the insurers during the period of insurance, up to the value shown on the intranet.

- 21 This cover is only in respect of those contracts and projects included in the annual return to insurers and where a University of Bedfordshire contract has been agreed and signed, or an approved limitation of liability clause has been included in the agreement.
- 22 The main exclusions under the policy are as follows:
- x Liquidated, punitive and exemplary damages attached solely because of a contracted out agreement.
  - x Fines.
  - x Express warranties or guarantees.
  - x Work undertaken by sub-contractors as part of the project.
  - x Courts jurisdiction: any claim made or brought in the USA, Canada or territories under their jurisdiction; or judgements made in or under the laws of USA, Canada, or territories under their jurisdiction.

#### Costs incurred in relation to projects

- 23 In-year allocation of direct costs incurred against any project, including those outside of the staff member's own department, should be made to ensure the local budget is released to provide for backfill costs as necessary. This should be processed through the normal 'recharge' process details of which are contained on the finance pages of the intranet. In relation to costs, advice can be sought from the 5 H V H D U F K , Q Q R Y D W L R Q Service and from Finance on issues of processing and transfer of funds.

#### Reward process for departmental innovation and enterprise activity

- 24 At the end of each financial year a forecast for total innovation and enterprise related income and surplus (e.g. contribution less central overheads) will be produced for each department / institute. Upon agreement with the Head of Department and/or Dean an amount to be decided at the Deans or budget holders discretion of the total surplus can be assigned to staff development (or other agreed) budget for the following year. This fund may be used by the Department to develop new initiatives for income generation, enhance the student experience or other activities considered of strategic importance.

Once the budget has been assigned, confirmation of the project code that holds this fund will be provided by Finance to the Department against which spend can be made.

Example

	Project 1	Project 2	Project 3	Total
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Concessions

30

## CONSULTANCY PROCESS

Costing

Negotiation with the partner

Set up of the contract