

# External work for Academics outside UWE Bristol contract

People Services

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# 1. Definition and principles

The conditions of employment for academic staff in force from 1 January 1992 include provisions on exclusivity of service. The exclusivity provisions are intended to protect the interests of the University and of its staff by regulating 'external work', that is, work outside the contract of employment with the UWE Bristol which:

- a) interferes with the performance of an employee's contractual UWE Bristol duties; and/or
- b) competes or conflicts with the current or likely future interests of the UWE Bristol; and/or
- c) involves use of UWE Bristol's resources or facilities; and/or
- d) involves the use of UWE Bristol's name to secure business; and/or
- e) in any way is likely to be interpreted by others to mean that UWE Bristol directly or indirectly underwrites the project or is a party to the contract.

# 2. Conditions of employment

The conditions of employment in force from 1 January 1992 include the following specific provisions on exclusivity of service and 'external work':

- 2.1. External work which is supportive of your professional responsibilities, is encouraged by UWE Bristol. UWE Bristol affirms that academic staff have freedom within the law to test and question received wisdom and to put forward new ideas and controversial or unpopular opinions, and that pursuit of these will not be grounds for requiring you not to undertake any external activity. Please see the [freedom of speech policy](#) for further information.
- 2.2. Before you enter into an obligation to undertake any external work, including consultancy, you must inform UWE Bristol; however, by way of exception, this requirement does not apply to the following:
  - a) external examining
  - b) acting as an assessor or moderator
  - c) the production of scholarly works such as books, articles and papers
  - d) any other activity or kind of activity specified in the Handbook of Terms and Conditions as not coming within this requirement.
- 2.3. UWE Bristol will then decide (within 5 working days or whatever other period may be agreed as being reasonable in all the circumstances) if that work will:
  - a) interfere with the performance of your professional responsibilities, or

b) compete or conflict with the current or likely future interests of UWE Bristol

c) in which case UWE Bristol may require you not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with yourself and, if made, will be accompanied by full written reasons for it.

2.4. Where it is intended to use the facilities of UWE Bristol in connection with external work, then prior approval is required in accordance with procedures set out in the Handbook of Terms and Conditions.

### 3. Other exceptions

These provisions show that the University does not require automatic notification of all work irrespective of its nature. There are at present no other exempt activities specified under 2.2(d).

It is normal practice for academic staff to inform their line manager of commitments under 2.2(a)-(c), and the line manager should be notified if such commitments are likely to conflict significantly with principles 1(a)-(e) (for example, where the duties or time commitments involved are substantial and the work may therefore conflict with 1(a)).

Please see the [conflict of interest guide](#) for further information.

### 4. Other external work

Any member of academic staff undertaking or contemplating work outside their contract of employment should consider it in the light of the general principles 1(a)-(e). If the work conflicts or appears to conflict with these principles, and might therefore be regarded as 'external work', then the Pro-Vice Chancellor Head of College of the college concerned must be notified using the form outlined in Annex A. If there is any doubt as to whether an activity is 'external work' then the Pro-Vice Chancellor Head of College should be notified.

### 5. Sole traders

Work undertaken by a member of staff as a sole trader, or done by a company of which they are a director or shareholder, or by a partnership of which they are a member, is also subject to these Guidelines and must not conflict with 1(a)-(e).

## 6. Notification arrangements

Where 'external work' or an agreement or contract for 'external work' has been entered into before the date on which this procedure comes into operation the Pro-Vice Chancellor Head of College should be notified. Notification should be made using the form outlined in Annex A. The Pro-Vice Chancellor Head of College may review and discuss any such work with the member of staff concerned in the light of the procedure and principles set out in section 7 below. Any renewal of an existing agreement or contract for 'external work' will be treated as a new proposal for the purposes of these Guidelines.

## 7. Agreed external work

From time to time 'external work' or an agreement or contract for external work may be properly entered into under this procedure, but through a subsequent change in University policy or practice come into conflict, or appear to come into conflict with 1(a)-(e). In such circumstances the Pro-Vice Chancellor Head of College should be notified using the form outlined in Annex A, and the procedure set out in section 6 will apply.

If work which would previously have been properly conducted as 'external work' becomes disallowed through a change in University policy or practice, then the University recognises the position of staff who have taken on personal commitments to professional indemnity insurance which need to be maintained in a 'run-off' period following the end of consultancy work.

The member of staff will normally be expected to make private arrangements to cover the costs of such indemnity. However, if private arrangements made in good faith cannot be fully implemented by reason of a change in University policy or practice then the University may, after consideration of each case on its merits, make alternative arrangements for indemnity or to cover the costs of indemnity for the staff concerned.

## 8. Unagreed external work

As regards proposed work where no agreement or contract has been entered into the following procedure should be adopted:

- a) The member of staff should consider the proposed work in the light of principles 1(a)-(e);
- b) If the proposed work conflicts or appears to conflict with any or all of those principles then the member of staff must notify the Pro-Vice Chancellor Head of College of the proposed work before any agreement or contract is entered into. Notification should be made using the form outlined in Annex A. If there is any doubt as to whether an activity is 'external work' then the Pro-Vice Chancellor Head of College should be notified;

c) The Pro-Vice Chancellor Head of College may require the member of staff to provide further details of the work. In the event that further details are requested, the University will decide (within 5 working days of the further details being supplied or whatever other period may be agreed as being reasonable in the circumstances) whether that work conflicts with principles 1(a)-(e);

d) If the University decides that there is such a conflict then it may require the member of staff not to undertake the work. Such a requirement will not be made unreasonably, will be subject to full consultation with the member of staff and will be accompanied by full written reasons for the requirement;

e) In the event of disagreement the member of staff may seek informal resolution of the disagreement by the Deputy Vice Chancellor. If the dispute cannot be resolved informally then the member of staff will have access directly to the formal stage of the agreed [Grievance Procedure](#), which is included in the Staff Handbook of terms and conditions.

If a Pro-Vice Chancellor Head of College becomes aware of unnotified outside work which may count as 'external work' then the Pro-Vice Chancellor Head of College will invoke the procedure set out in section 7(b)-(c) above to seek further information.

If the work is determined as 'external work' then it may be disallowable under 7(d). Carrying out or agreeing to carry out disallowable 'external work' without prior notification of the Pro-Vice Chancellor Head of College may, depending on the seriousness of the case, be construed as serious [misconduct](#) and render the member of staff liable to disciplinary action.

## 9. Associate Lecturers

Associate Lecturers will in many cases work for more than one employer, and this may mean more than one higher education employer. They bring expertise into the University which they may also exercise on their own behalf in business or other activities including employment outside UWE Bristol. Such activities will often be welcomed as enriching the expertise and experience of the University's staff.

The criteria set out above apply equally to 'external work' by Associate Lecturers, but Pro-Vice Chancellor Heads of College are asked to interpret the issue of exclusivity in a way which does not unreasonably inhibit Associate Lecturers in undertaking other employment. Normally, any issues relating to the acceptability of outside activities will be discussed prior to the Associate Lecturer's recruitment to UWE Bristol.

However, the position may change after recruitment. In these circumstances the University must be notified and reserves the right to decide whether the nature of the work has changed to such an extent as to be unacceptable. Notwithstanding the University's consent to or acquiescence in knowledge of 'external work', it is fundamental to the contract of

employment that Associate Lecturers must not take unreasonable advantage of the University's name or connections, as required by 1a)-e) above.

**These Guidelines came into force on 1 January 1993**

## Annex A

### Registration of 'external work' for Academic staff

Please fill in the [External work form](#) published on the intranet to inform your Pro-Vice Chancellor Head of College if any work you are undertaking conflicts or appears to conflict with these external work principles. The wording from this form is outlined below for reference.

`External work' is work outside your contract of employment which:

- a) interferes with the performance of your contractual institutional duties; and/or
- b) competes or conflicts with the current or likely future interests of the institution; and/or
- c) involves use of the institution's resources or facilities; and/or
- d) involves the use of the institution's name to secure business; and/or
- e) in any way is likely to be interpreted by others to mean that the institution directly or indirectly underwrites the project, or is a party to the contract.

\*\*\*\*\*

**Brief Details of `External Work'** (the nature of the activity, a brief plan of the work programme including timescale and any proposed use of the institution's facilities. Continue on separate sheet if necessary):

**Client(s):**

**Expected extent in person days per year:**

I believe that the work described above may conflict with the above principles and agree that I will provide further details of the work if requested to do so (\* see notes below).

Signature .....

Pro-Vice Chancellor Head of College comments:

Signature .....

**\* Note 1:** in the event that further details are requested, the University will decide (within 5 working days or whatever other period may be agreed as being reasonable in the circumstances) if the work conflicts with the above criteria. If it does then the University



may require you not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with yourself and, if made, will be accompanied by full written reasons for it.

If you disagree with such a requirement then you may seek informal resolution of the disagreement by writing to the Deputy Vice Chancellor. If informal resolution is not possible then you have access directly to the formal stage of the University Grievance Procedure.

**\* Note 2:** Discussions over proposed external work, or otherwise, may lead to a proposal that either some or all of the external work become part of the individual's agreed work programme. If all the work becomes part of an individual's work programme, the Consultancy Guidelines will apply.

If part of the work becomes part of an individual's work programme then the Consultancy Guidelines will apply to that part of the work. In addition there must be an explicit and written agreement signed by the Dean and the member of staff which specifies:

- how responsibilities for the management and conduct of the work are apportioned between the University and the individual;
- how payments and other rewards flowing from the work are apportioned between the University and the individual (including provision on intellectual property rights if applicable);
- the extent of the liability of the University and the individual for the work done, and the arrangements made for professional indemnity insurance and/or other cover against any liabilities arising from the work.

These arrangements must also be made clear to the client concerned.

## Policy information

<b>Reference:</b>	HR007
<b>Last reviewed:</b>	June 2025
<b>Next review date:</b>	March 2028
<b>Stakeholders consulted:</b>	<ul style="list-style-type: none"><li>• Subject Matter Leads</li><li>• People Services</li><li>• Trade unions</li></ul>
<b>Negotiated policy:</b>	No
<b>Governance oversight:</b>	People Services Directors

## Version history

Version	Date	Details	Who
1.	20/08/2025	Policy rebranded; 'institution' changed to 'UWE Bristol'; reference added to freedom of speech policy; reference added to conflict of interest guide; 'his or her' changed to 'their'; 'Dean' updated to 'Pro-Vice Chancellor Head of College'; 'faculty' replaced with 'college'; 'at' replaced with 'in section'; added link to grievance and conduct procedures; added a link to the external work form in Annex A.	Tim Copley, People Partner and Suze Attaway, Employee Experience Consultant