



University of the
West of England

GUIDELINES FOR 'EXTERNAL WORK' ACADEMIC STAFF

These Guidelines came into force on 1 January 1993.

Definition and Principles

1. 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 institution which:
 - a) interferes with the performance of an employee's 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.
2. 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 the institution. The institution 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.
 - 2.2 Before you enter into an obligation to undertake any external work, including consultancy, you must inform the institution; 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 The institution 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 the institution

in which case the institution 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 the institution in connection with external work, then prior approval is required in accordance with procedures set out in the Handbook of Terms and Conditions."

3. 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)).
4. Any member of academic staff undertaking or contemplating work outside his or her 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 Dean of the faculty concerned must be notified using the form attached as Annex A. If there is any doubt as to whether an activity is 'external work' then the Dean should be notified.
5. Work undertaken by a member of staff as a sole trader, or done by a company of which he or she is a director or shareholder, or by a partnership of which he/she is a member, is also subject to these Guidelines and must not conflict with 1(a)-(e).

Notification arrangements

6. 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 Dean should be notified. Notification should be made using the form attached at Annex A. The Dean may review and discuss any such work with the member of staff concerned in the light of the procedure and principles set out at 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. 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 Dean should be notified using the form attached as Annex A, and the procedure set out at 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. 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 Dean of the proposed work before any agreement or contract is entered into. Notification should be made using the form attached at Annex A. If there is any doubt as to whether an activity is 'external work' then the Dean should be notified;
 - c) The Dean 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.
9. If a Dean becomes aware of unnotified outside work which may count as 'external work' then the Dean will invoke the procedure set out at 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 Dean may, depending on the seriousness of the case, be construed as serious misconduct and render the member of staff liable to disciplinary action.

Associate Lecturers

10. 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 the institution. Such activities will often be welcomed as enriching the expertise and experience of the University's staff.
11. The criteria set out above apply equally to 'external work' by Associate Lecturers, but Deans 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 the institution. 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.