

Guidance and Rules Governing Consultancy

Guidance

The Guidance and Rules Governing Consultancy undertaken by academic staff are part of the conditions of service of academic staff. Members of academic staff are encouraged to undertake consultancy provided this is not done to an extent which conflicts with the full time duties of the member of staff or with the interests of the University.

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1. Introduction and Guidance

1.1 The [Ordinances](#) of the University, and its Conditions of Service for members of academic staff, specify certain duties in relation to teaching, examining, and the prosecution of advanced study and research. To complement these duties, members of academic staff are encouraged to undertake 'Consultancy', provided this is not done to an extent which conflicts with the full time duties of the member of staff or with the interests of the University. Any decision about a possible conflict shall be made by the Head of School/Institute or Deputy, in the case of staff, or by the Principal in the case of a Head of School/Institute.

1.2 Consultancy may be defined as the provision of advice, or information, or a test service, for a fee, which does not involve the creation of new intellectual property, and will usually fall within the limits of a few hours or a few days work.

1.3 Consultancy should have an academic content and should increase the person's professional competence, knowledge and appreciation. It should also serve as a means of creating or enhancing links between the University and external organisations, and help foster an improved two-way flow of knowledge and information.

There may be some exceptional cases where consultancy does not satisfy the above criteria, but its value in enhancing links between the University and external organisations outweighs its shortcomings, and these may also be approved.

The decision on whether Consultancy satisfies the above criteria or not shall be taken by the staff member's Head of School/Institute or Deputy, or by the Principal in the case of a Head of School/Institute.

1.4 Consultancy may also be undertaken by members of the University's support staff provided the relevant Director of Professional Service grants formal approval in advance.

1.5 Only consultancy which conforms to the foregoing criteria and is formally approved by the relevant Head of School/Institute/Director of Professional Service or Deputy, or the University Principal and Vice Chancellor in the case of a Head of School/Institute, (the 'Approving Party') and/or authorised by them will be Authorised Consultancy.

1.6 There is no entitlement to time for consultancy, as it is a matter which must be determined in the light of the circumstances in any particular School/Institute, coupled with its obligation to meet its research and teaching commitments. School/Institute Heads will be expected to monitor and report time spent on consultancy. If inconsistencies between individuals within their departments appear to be taking place, the Head of School/Institute will take appropriate action. Similarly if inconsistencies between Schools appear to be taking place, appropriate action will be taken by the Principal or his or her nominee.

1.7 If the Approving Party turns down a request for permission to undertake a consultancy and the staff member seeking permission considers the rejection to be unreasonable, the staff member may refer the matter for resolution to the Commercialisation Policy Group, or to the Principal or his or her nominee in the case of a Head of School/Institute. (The purpose of this provision is to quickly obtain a further ruling on the matter so that RES or the staff member is able to revert promptly to the potential client and advise whether or not the work can be undertaken.) This provision has no bearing or effect on the University's Grievance Procedure.

2. Rules for Authorised Consultancy

2.1 The University insists upon rigid observation of these Rules Governing Consultancy, the authority being derived from the [University's Ordinance 17 - Duties of Academic Staff](#). These provisions do not apply to the Edinburgh Business School.

2.2 Any member of staff who wishes to undertake Consultancy must submit a [Consultancy Request Form](#) to the relevant Approving Party (see Clause 1.5), giving details of the work to be undertaken, and an estimate of the total time which will be involved. Where the use of University facilities, such as laboratory space, equipment, material, computer time, secretarial or technician support, is sought, full details must be included on the form.

2.3 When the Consultancy has been authorised by the Approving Party, one copy of the form will be given to the member of staff for retention and another copy must be passed to RES to provide the notification of a consultancy, to authorise any quotation, and to authorise the subsequent submission of an Invoice. Only RES is authorised by the University to sign Consultancy Contracts on behalf of Heriot-Watt Trading Ltd.

2.4 It will be the responsibility of the Approving Party to ensure that members of staff do not undertake work beyond their capabilities or expertise.

2.5 The [Management & Reporting Process](#) for Authorised Consultancy must be followed and it is the responsibility of the Head of school or their nominee to ensure that it is.

3. Effects of Authorised Consultancy

3.1 Authorised Consultancy is under the aegis of the University, with all the liabilities and responsibilities which that entails. A person nominated by the Head of School within a School, or RES where required by a Head of School, may direct work to an appropriate Consultant, but RES will be responsible for negotiation and conclusion of Consultancy Contracts, and will arrange payment of the relevant fee(s) upon settlement of the invoice by the client.

3.2 The University indemnifies the Consultant against the financial outcome of any subsequent proceedings by the client and a safeguard is also provided against financial obligations arising from goods and services 'bought in', should the client fail to honour his or her commitment.

3.3 The University's insurers require that RES be given the opportunity to assess any risk elements in a proposed Consultancy before the University is committed to the acceptance of any risk, financial or otherwise. Accordingly no work in connection with a Consultancy may commence until RES has had the opportunity to fully consider the proposed Consultancy. The original of the client's Purchase Order, or other form of Contract Document, must be forwarded to RES for formal acceptance on the part of the University.

3.4 Members of staff must make every effort to ensure that the integrity of Intellectual Property belonging to the University is not jeopardised in the course of Consultancy. The ownership of Intellectual Property arising from the work must also be fully considered and agreed with the client and detailed in the Consultancy Contract. RES will work with members of staff to define this and ensure that the rights of individuals and the University are protected.

3.5 Should a representative of an external organisation be required to be present in the University in connection with a Consultancy, either as a participant in the work or as an observer, written permission, together with the confirmation of granting of visitor status, must be obtained by the Consultant from his/her Approving Party, in advance. It is a requirement that such visitors sign a Confidentiality Agreement to ensure that the University's Intellectual Property is safeguarded. RES will provide such agreements and hold the signed copies on behalf of the University.

3.6 Members of staff engaged upon Authorised Consultancy are automatically covered by the University's Professional and Third Party Insurances. This insurance safeguards the Consultant *ad infinitum*, within the financial limit of the cover, provided that any act of negligence was not wilful, and the requirement of Clause 3.3

is met. The University's insurances do not cover staff or their work where the Consultancy is unauthorised. Such unauthorised consultancy is carried out wholly at the risk of the individual concerned.

3.7 Copies of all reports submitted to the client in connection with Authorised Consultancies must be lodged with RES for recording and archiving. This file maintenance is a safeguard in the event of any litigation against the University at a future date. All such file copies will be subject to security and confidentiality controls.

4. General Considerations

4.1 Charges to clients should both cover the full economic cost of the work and reflect the recommended minimum rates for undertaking Consultancy issued annually by RES. The division of the fee between the members of staff and School / Institute shall be that the School/Institute will recover full economic costs with the remainder paid to the member of staff unless the Head of School / Institute agrees otherwise. A member of staff may mandate the proportion of fee due to him to a School / Institute account.

4.2 Any disbursements due to members of staff in respect of Consultancy activities will only be made through the University's normal mechanism for the payment of salaries and after payment has been received from the Client. **Fee payments to members of staff greater than £10,000 in cumulo in any one financial year shall require the prior written permission of the Director of Finance who will take such advice as he deems necessary. Where such payments exceed £25,000 the consent of the University's PME shall be required.**

4.3 Any equipment purchased in connection with a Consultancy and paid for by the client remains the property of the client and should be offered back at the conclusion of the work, unless otherwise agreed.

4.4 In accordance with the University's [Conflict of Interests Policy](#), members of staff must make a formal Declaration of Interest where consultancy is proposed with a company, partnership or other body in which they or their family have a known financial or other interest. This must be done before any consultancy is authorised.

5. Unauthorised Consultancy

5.1 All Consultancy which is not formally approved in accordance with Clauses 2.2 and 2.3 is deemed to be unauthorised and is NOT under the aegis of the University which has and accepts no responsibility or liability for either the Consultant or the Consultancy. The use of the Heriot-Watt University name is strictly forbidden in connection with any unauthorised Consultancy.

5.2 Any use of University facilities and resources in an unauthorised consultancy is strictly forbidden. Facilities and resources include telephone, post, fax, stationery, equipment, material, computers, laboratories, and staff etc.

5.3 It must be clearly understood that any member of staff undertaking Unauthorised Consultancy is not covered by the University's insurance, and is not entitled to any indemnity from the University.

6. Internal Disputes

6.1 Any disagreement arising from the application or interpretation of these Rules that cannot be mutually resolved will be dealt with under the [University's Grievance Procedure](#).