CONSULTANCY POLICY

1. Introduction

1.1 The University is committed to supporting enterprise activities, collaborations and engagements with external organisations that facilitate knowledge and technology transfer from its extensive research and teaching base, contributing to the broader economic, social and cultural impact the University has beyond the immediate academic environment.

1.2 Such enterprise activities take several forms including consultancy and the provision of commercial services involving the use of University equipment, facilities and expertise.

1.3 Such activities are an important means by which the University and its staff can make its expertise, facilities and equipment available to, and build links with, external organisations.

1.4 Consultancy activities undertaken by members of staff have many benefits for both the individual and the University including additional income, opportunities for industrial collaboration, improving personal skills, development, enhanced reputation of the University, contribution to the University’s knowledge transfer effort and contribution to impact statements for the REF.

1.5 Therefore, the University is keen to encourage and support its staff to engage in such activities in a professional and well-regulated manner, in order to minimise the risks to the individuals, the University and its reputation. The Consultancy Unit within the Research and Enterprise Division (RED) has been set-up with the specific purpose of managing and supporting these activities.

2. Aims of the Policy

2.1 To provide University staff with the rules which govern the performance of consultancy work by individuals whilst they are employed by the University and enable the policy to be applied consistently across the different Colleges, Departments and other working units at the University.

2.2 To facilitate and encourage best practice in consultancy activity across the University.

2.3 To state clearly the roles and responsibilities of the individuals and groups involved and ensure that all consultancy activity involving University employees is properly risk managed and accurately documented.

3. Scope

3.1 This Consultancy Policy applies to all employees of the University, including non-research and/or non-teaching staff.

3.2 This Consultancy Policy applies to all consultancy activities undertaken by University employees, whether delivered via the University or privately.
3.3 This policy forms part of the University’s Financial Regulations and as such failure to comply with it is a failure to adhere to Financial Regulations. Those individuals found to be in breach of Financial Regulations will be subject to disciplinary action.

4. Consultancy work

4.1 The University considers consultancy work to be the provision by one or more individuals employed by the University of expert advice and work, which while it may involve a high degree of analysis, measurement or testing, is crucially dependent on a high degree of intellectual input from the organisation to the client (commercial or non-commercial) and centres around the application of the existing knowledge. Whilst the creation of new knowledge is not the primary purpose of consultancy or service work, it may result in the creation of new intellectual property in the form of copyright, data, confidential information and improvements to existing intellectual property owned by the client.

4.2 Consultancy may be carried out for any type of client including Public Sector Organisations (Government Departments, Local Authorities, NHS Trusts), non-commercial organisation as well as small and large businesses. Consultancy activity may be delivered to clients locally, within the UK or internationally.

4.3 Where there is any uncertainty as to whether or not a proposed activity can be managed as a consultancy (or service) is determined as soon as information is provided to the Consultancy Unit, in consultation with the other relevant functions across RED and the appropriate Head of Department as required.

4.4 The University recognises two types of consultancy activity undertaken by members of staff and categorises them as follows:

4.4.1 Private Consultancy (Section 6 below) is consultancy work undertaken by individual members of staff outside of the University and covered by a contract that is put in place between the individual and the external client. This consultancy must not include the use of any University equipment or facilities, including IT. All fees from the consultancy work are taken by the individual and they are solely responsible for all financial, legal and insurance arrangements for the activity.

4.4.2 University Consultancy (Section 7 below) is consultancy work undertaken in the University’s name by either an individual or a group of staff covered by a contract that is put in place between the University and the external client and fully supported by the Consultancy Unit within RED. The fees for this type of consultancy may be paid either to the individual consultants via payroll (Personal Consultancy) or may be retained by the Department to which the individual(s) belong(s) (Departmental Consultancy) subject to agreement with the relevant Head of Department. University Consultancy may or may not involve the use of University facilities or equipment, subject to agreement with the relevant Head of Department and subject to the Department receiving appropriate financial consideration for the use of any such facilities or equipment.

4.5 In some cases a University Department may wish to provide services to external organisations on a commercial basis, varying from routine analytical testing to more client-tailored custom services. This always involves the use of University equipment, facilities other University resource (including intellectual property) and may or may not involve a consultancy component e.g. interpretation or discussion of results. All such service work must be routed via the University’s Consultancy Unit.
4.5.1 For clarity, some examples of consultancy and service work are given in Table 1 in Appendix 4. However, in the event an individual is unsure as to whether or not a given activity can be undertaken or supported as consultancy work, they should contact the Consultancy Manager or other member of the RED team for advice.
5. Principles underpinning all consultancy work

5.1 The ability for employees of the University to engage in consultancy work in return for specific financial gain in addition to receiving salary is a privilege and not a right.

5.2 It is the University’s preference for all staff to perform consultancy work via the University and wherever possible staff should be actively encouraged by their line manager and other staff members to undertake consultancy work as University Consultancy rather than as Private Consultancy.

5.3 All Staff must register all Private or Personal Consultancy work in the University’s annual Register of Interests.

5.4 All consultancy activity (University or Private) must be authorised by the Head of Department prior to the start of any work and be covered by an appropriate legal contract.

5.5 The following limitations are placed on the amount of consultancy work that any single individual can undertake:

5.5.1 University employees on full-time contracts are permitted to undertake a maximum of 50 days of consultancy activity in aggregate (of which up to 25 days can be Private Consultancy) in any single Financial year and can be undertaken during the time that would otherwise be spent working for the University.

5.5.2 For part time employees, where the consultancy work is to be undertaken during the time that would otherwise be spent working for the University, the same allowance applies as for full-time employees but the Head of Department retains the right to reduce the allowance on a pro-rata basis in-line with the part-time nature of the individual’s employment contract and taking into account any consultancy work being undertaken during non-University time.

5.5.3 For part time employees, where the consultancy work is to be undertaken outside of the time that the individual is contracted to work for the University there is no limitation on the amount of time that can be spent on Private or Personal consultancy work, although, unless other specific working arrangements have been agreed with the University, the same permissions must be sought as if the work was being performed during the time that would otherwise be spent working for the University.

5.5.4 In the event that an individual wishes to undertake Private or Personal consultancy in excess of the annual limit, permission may be granted at the discretion of the Head of Department but the University shall retain the right to retain such portion of the individual’s salary as may be reasonable in the context of any additional fees the individual may receive through the extra consultancy work.

5.5.5 There is no maximum limit on the amount of time that an individual can spend on the performance of Departmental Consultancy work, subject to approval by the corresponding Head of Department.

5.5.6 For Clinicians, the annual allowance and how it is applied is the same as for non-clinical staff. For the avoidance of doubt, any time that is spent on engaging in NHS clinical practice or private patient work does not count against the annual allowance but such work should be taken into account by the Head of Department when deciding whether or not to authorise a given piece of consultancy work (Private or University).
5.6 Where applicable, all employees carrying out consultancy work are expected to comply with the European Working Time Directive.

5.7 All employees carrying out consultancy work are expected to maintain high standards of conduct and operate with integrity and openness.

5.8 All consultancy work must comply with the University governance policies including:

5.8.1 research code of conduct (link) including with specific reference to the policy on Researching and Handling Sensitive, Extreme of Radical Material where required;

5.8.2 ethics (link);

5.8.3 Financial Regulations (link);

5.8.4 procurement (link);

5.8.5 intellectual property (link);

5.8.6 IT (link); and

5.8.7 bribery and corruption (link).

5.9 All staff carrying out consultancy work must ensure that undertaking the work does not conflict with:

5.9.1 The terms and conditions set by the funders of any research in which the individual is involved; and/or

5.9.2 The terms and conditions of any other consultancy or other work.

5.10 In some circumstances it may be permissible to deviate in the application of this Consultancy policy. However, any such variation in the application of this Consultancy Policy must be agreed and authorised in writing by the relevant Head of Department as well as the Consultancy Manager, Head of Commercialisation and/or Director of Research and Enterprise Division as appropriate.

6. Private Consultancy

6.1 For individuals who do not want to offer their services as consultants via the University, Private Consultancy work may be undertaken by University employees subject to the following conditions:

6.1.1 The member of staff is not permitted to and must not use the University’s name (including as part of any bids which will be delivered as Private Consultancy) or any of its resources for any part of the consultancy, including but not limited to: data, physical materials, intellectual property, software, databases, computers, library, stationery, e-mail account, laboratory facilities or equipment. For the avoidance of doubt, where an opportunity for a piece of consultancy work has been generated or identified by a member of the RED team e.g. Business Development Manager, and brought to the attention of a member of staff who may wish to perform the consultancy work, any such consultancy work must be undertaken as University Consultancy work; it is not permitted to undertake such consultancy work as Private Consultancy.

6.1.2 Where non-University resources are required by the individual for the performance of the consultancy work e.g. open source software, the individual is solely responsible for identifying, obtaining and paying for any permissions or licences that may be required the owners of such resources. The University shall not provide any advice, support or due diligence in relation to such resources in relation to Private Consultancy work. For the avoidance of doubt, the
University accepts no liability arising whatsoever or howsoever incurred in relation to the unpermitted use of third-party resources for the performance of Private Consultancy work.

6.1.3 The consultancy work must be covered by an appropriate legal contract between the external customer and the individual member of staff personally and which is put in place prior to the commencement of any work. The individual shall be solely responsible for negotiating any such contract, including pricing, and for obtaining and paying for any independent legal advice which they may require; the University will not be a party to the agreement and shall not provide support and/or advice in relation to any aspect of it.

6.1.4 In the event that the client wishes to share confidential information with the individual as part of the discussions prior to entering into a consultancy contract and requests the individual signs a confidentiality disclose agreement (CDA), the individual shall be solely responsible for negotiating any such CDA, including and for obtaining and paying for any independent legal advice which they may require; the University will not be a party to the agreement and shall not provide support and/or advice in relation to any aspect of it. For the avoidance of doubt, individual members of staff must not sign any CDA’s or other non-disclosure agreements on behalf of the University as only authorised signatories can sign on behalf of the University. Where the discussions require the sharing of any Confidential Information belonging to the University e.g. unpublished data, the consultancy work cannot be managed as Private Consultancy and must be managed as University Consultancy (see Section 7). Additionally, individuals who intend to sign CDA’s in their personal capacity must first:

6.1.4.1 Obtain and maintain appropriate professional indemnity insurance cover for the duration of the legal obligations placed on the individual by the CDA; and

6.1.4.2 Provide documentary evidence to the Consultancy Unit that they have obtained such insurance.

6.1.5 The University shall not defend an individual in the event a claim is made against the individual by the client or other third party in relation to a piece of Private Consultancy, including in relation to the breach of any CDA which may have been entered into in relation to the Private Consultancy.

6.1.6 All correspondence relating to the consultancy project must come from the member of staff’s private address and/or private e-mail account (other than emails sent/received for the purpose of obtaining relevant permissions).

6.1.7 At the earliest opportunity, upon becoming aware of a potential opportunity for a piece of consultancy work and prior to any detailed discussions, the signing of any CDA or the initiation of any work, submission of any proposals, bids or expressions of interest, an individual must obtain written permission from their Head of Department using form CA1 (as shown in Appendix 1) to pursue the opportunity.

6.1.8 Having received authorisation to explore an opportunity for a piece of Private Consultancy work but prior to the starting any work or signing any contract the individual must:

6.1.8.1 Obtain approval from their Head of Department using form CA2 (as shown in Appendix 2);

6.1.8.2 Obtain and maintain appropriate professional indemnity insurance cover for the duration of the legal obligations placed on the individual by the contract;
6.1.8.3 Provide documentary evidence to the Consultancy Unit that they have obtained such insurance;

6.1.8.4 Inform the external customer, in writing using waiver form CW1 (as shown in Appendix 3) that:
   6.1.8.4.1 they are acting as an independent consultant;
   6.1.8.4.2 for the purposes of the project, they are not representing the University of Leicester in any way; and
   6.1.8.4.3 this is private consultancy work away from their University work.

6.1.8.5 Provide a copy of the signed CW1 form to the Consultancy Manager in RED.

6.1.9 The member of staff undertaking Private Consultancy work is solely responsible for informing their client of the individual’s responsibilities under this policy, including with respect to the requirement to disclose to the University:
   6.1.9.1 The name of the client, general nature of the work and the amount of time to be spent on the work for the purposes of obtaining authorisation from their Head of Department to undertake the work;
   6.1.9.2 The name of the Client and the amount of fees received for the work for inclusion in the University’s annual Register of Interests for the purposes of managing potential conflicts of interest.

6.1.10 The member of staff acting as a private consultant is solely responsible for any advice and services provided and as such the University accepts no liability arising whatsoever or howsoever incurred. For the avoidance of doubt, this includes indirect and consequential loss.

6.1.11 While the member of staff retains all of the fees from the private consultancy contract they also incur all costs including liabilities relating to any legal and administrative support e.g. contract drafting, negotiation and invoicing, and insurance costs.

6.1.12 The individual is solely responsible for raising all invoices and for collecting any unpaid fees. For the avoidance of doubt, individuals undertaking Private Consultancy must under no circumstance issue invoices in the name of the University, use University headed paper to submit their own invoice or do anything to give a client the impression that an invoice is being issued on behalf of the University.

6.1.13 The University will not reimburse any expenses incurred by an individual in the performance of a Private Consultancy and no University facilities including travel agents may be used in the performance of any Private Consultancy work. For the avoidance of doubt, individuals undertaking Private Consultancy work that requires international travel will not be covered by the University’s travel and medical insurance and they should obtain their own travel and/or medical insurance as required.

6.1.14 It is the member of staff’s responsibility to account for income tax, national insurance, VAT or any other taxes due to the appropriate tax authorities on amounts earned from Private Consultancy work.
7. University Consultancy

7.1 Individuals who wish to offer their services as consultants through the University and/or wish to make use of any University resource to deliver such consultancy work will benefit from the full support and resources available to them through the Consultancy Unit including:

- Arranging a confidentiality disclose agreement (CDA) where necessary;
- Use of University email and IT facilities;
- Contract negotiation and pricing;
- Performing due diligence on clients and any required resources with respect to freedom-to-operate;
- Provision of insurance including personal liability, medical and travel as appropriate;
- Identification and management of conflicts of interest, including with respect to third-party funders and University IP;
- Coordination of the approval process;
- Invoicing, liaison with RSS finance and distribution of funds and expenses;
- University legal support in the event of a claim by a client.

7.2 At the earliest possible opportunity, upon becoming aware of an opportunity for a piece of consultancy work and prior to initiation of any work, detailed discussions with the client, preparation or submission of any bid or proposal, an individual who wishes to offer their services as consultants through the University should make contact with the University Consultancy Unit.

7.3 Prior to contacting the Consultancy Unit, individual members of staff should not:

7.3.1 Discuss pricing with a client;
7.3.2 Share any information with the client that may be confidential to the University, including unpublished data, computer code or software or any physical material e.g. samples;
7.3.3 Accept any information from the client which may be confidential to them;
7.3.4 Sign any documentation or contracts provided by the client;
7.3.5 Agree or start to negotiate any specific terms or conditions for the provision of the services; or
7.3.6 Act in such a manner that would give the client reason to believe that they have the authority to make representations or promises on behalf of the University.

7.4 After contact has been made with the Consultancy Unit, an initial discussion will identify the scope and nature of the activity, the proposed deliverables and any milestones and timings and identify any resources that will be required, as well as highlight any potential conflicts of interest or IP issues which might need managing. In discussion with the individual, the Consultancy Unit (and other members of the RED team where necessary) will determine what type of activity the proposed project represents e.g. consultancy, services, contract research and agree how it is to be managed and how the fees are to be disbursed.

7.5 The Consultancy Unit will make the relevant Head of Department aware of the proposed consultancy activity and obtain written confirmation by email from the Head of Department to pursue the opportunity using form CA1.
7.6 In the event that either the client or the University require confidential information to be shared as part of the pre-contract discussion, the Consultancy Unit will arrange for a confidentiality disclose agreement (CDA) to be put in place as appropriate. For the avoidance of doubt, individual members of staff must not sign any CDA’s or other non-disclosure agreement in person as only authorised signatories can sign on behalf of the University.

7.7 Having received confirmation from the relevant Head of Department to proceed, the Consultancy Unit will:

7.7.1 Ensure that due diligence is carried out on prospective clients in relation to financial risks (via a credit score) and ethical considerations;

7.7.2 Establish the cost of performing the work and determine the price to be charged to the client, taking into account the amount of time to be spent on the work, the cost of any resources that may be needed to perform the work and any other relevant factors;

7.7.3 Engage the contracts team in RED to work in close liaison with the University consultant to negotiate an appropriate legally binding contract with the Client for the consultancy; and

7.7.4 Where required, consult with the University Insurance Office to arrange appropriate insurance cover for the project, subject to the declaration of all mitigating factors and where appropriate, the payment of additional insurance premiums (which might be recoverable through the level of consultancy fees charged).

7.8 Once the contract has been negotiated with the Client, the Consultancy Unit will:

7.8.1 Notify the member of staff that the contract is about to be signed, at which point the Consultancy Manager in RED will issue a Consultancy Authorisation Form CA2, to be signed by all staff who will be undertaking the consultancy work and their Head of Department; and

7.8.2 Arrange for full execution of the contract by authorised signatories of the University and the Client. (Please refer to RED for advice on Authorised signatories). The individual is required to countersign the executed agreement to state that they have read and understood the terms and conditions of the agreement. For the avoidance of doubt, the individual consultant is not a contracting party.

7.9 Once the contract has been executed the individual is responsible for:

7.9.1 The performance of the work, in accordance with the agreed scope of work and any agreed timescales and performance measures;

7.9.2 Informing the Consultancy Unit of any time spent working on the project or any work completed, in accordance with the agreed contract to allow for the appropriate invoice(s) to be raised in a timely manner;

7.9.3 Informing the Consultancy Unit in a timely manner of any expenses e.g. travel, that have been incurred by the individual in the performance of the services and providing copies of receipts where required; and

7.10 Informing the Consultancy Unit of any delays, issues or other matters that are likely to have a material effect on the provision of the services.

7.10.1 Once the contract has been executed the Consultancy Unit is responsible for:

7.10.1.1 Raising and issuing all invoices for the work in accordance with the agreed contract and where required, which the individual has made them aware has been completed.
7.10.1.2 Disbursement of all fees and reimbursement of all expenses in accordance with this policy; and

7.10.1.2.1 Storage and administration of all administrative documentation including copies of:

7.10.1.2.1.1 Completed CA1 Form;
7.10.1.2.1.2 The signed CA2 Form;
7.10.1.2.1.3 Original copies of the executed contracts and all invoices raised.

7.11 Fee allocation and remuneration

7.11.1 Personal Consultancy

7.11.1.1 Where an individual has elected to take the fees from the consultancy work as personal income in addition to their salary, the following disbursement split is applied to invoiced fees:

7.11.1.1.1 80% of invoiced fees (less applicable income tax and employee’s national insurance) are paid to the individual member of staff through payroll as additional non-pensionable salary;
7.11.1.1.2 A proportion of the remaining 20% will be used to pay the Employers National Insurance (ENI) contribution on the additional salary income (at the applicable rate);
7.11.1.1.3 75% of the remaining invoiced fees after the ENI has been paid will be transferred to the central University to contribute to University overheads including but not limited to insurance and IT infrastructure;
7.11.1.1.4 25% of the remaining invoiced fees after the ENI has been paid will be transferred to a central cost centre in the individuals’ department to contribute to any project administrative costs;

7.11.2 Payment into Salary of Personal Consultancy income

7.11.2.1 In order to facilitate payment into Salary of Personal Consultancy income, for members of staff electing to receive payment in this way, the Consultancy Unit will complete form CPF1. Once payments are authorised by the Consultancy Unit the CPF1 form is passed to the Payroll Office to process; they will automatically deduct the required income tax and National Insurance payments required by law. The cut-off for payment in the same month is the 5th day. Income from consultancy will be paid to the academic member of staff at the point of invoicing, subject to the client’s credit rating and only where the invoices have been raised in GBP. If the credit rating of the Client presents an unacceptable level of risk or where the invoice is not in GBP, a pro forma invoice will be submitted and funds disbursed upon payment of the invoice.

7.11.3 Departmental Consultancy

7.11.3.1 Where an individual has elected for all the fees from a piece of consultancy work to be paid into their department the following disbursement split is applied in the following order:

7.11.3.1.1 90% of invoiced fees are transferred into a MIF nominated by the individual member of staff via journal transfer. The amount paid will be
without deduction of Income Tax or National Insurance. Regulation on the use of income in an individual’s MIF is at the discretion of the Head of Department;

7.11.3.1.2 7.5% of invoiced fees are transferred to the central University to contribute to University overheads including but not limited to insurance and IT infrastructure; and

7.11.3.1.3 2.5% of invoiced fees are transferred to a central cost centre in the individuals’ department to contribute to any project administrative costs;

7.11.4 Expenses

7.11.4.1 100% of any expenses directly incurred by the individual in the performance of the services that can be reclaimed from the client will be reimbursed through payroll. Only expenses that can be legitimately claimed in accordance with the terms of the corresponding contract will be reimbursed; the cost of any other expenses must be borne by the individuals and will not be reimbursed.

7.12 Use of University equipment and resources

7.12.1 Individuals undertaking consultancy work via the University (Personal or Departmental Consultancy Work) are permitted to use certain University owned facilities, equipment and/or resources to perform consultancy work without the need to obtain separate permission from the University or their Head of Department and without a requirement to charge external clients a specific fee for their usage. This benefit is limited to what would can be reasonably considered as non-specialist facility and/or resource including:

7.12.1.1 Using University email,

7.12.1.2 Using their University laptop/PC;

7.12.1.3 Performing the consultancy work in their normal working office;

7.12.1.4 Using Word, Excel and/or PowerPoint (or other similar, non-specialist software available through the University);

7.12.1.5 Use of University telephone systems, including reasonable use of University mobile phones (but which should be claimed as expense under the contract wherever possible); and

7.12.1.6 Reasonable use of University meeting rooms (where no internal cross-charging would normally apply).

7.12.2 The use of any and all other University owned facilities, equipment and/or resources for the provision of Personal or Departmental Consultancy work requires authorisation by the corresponding Head of Department as part of the formal approval process using form CA2 and where appropriate, subject to an appropriate fee chargeable to the client that has been determined in consultation with the Consultancy Unit.
8. Authorisation for Consultancy Work.

8.1 Heads of Department are solely responsible for determining whether or not to grant authorisation to a member of staff from their department to undertake consultancy work (both Private and University).

8.2 In each instance where authorisation for a piece of consultancy is being requested, prior to granting any such authorisation, a Head of Department must satisfy themselves that:

8.2.1 The consultancy project for which a member of staff has requested authorisation (whether University or Private) is consistent with the research and teaching strategy of the department and University;

8.2.2 By acting as a consultant, the member of staff involved maintains a satisfactory level of performance in their normal duties such as teaching, research, administration and other duties;

8.2.3 That there is no conflict of interest arising from a member of staff performing a particular consultancy contract;

8.2.4 That the proposed consultancy project does not encumber or otherwise compromise the University’s Intellectual Property (whether it has been protected or not e.g. a patent, confidential information), its ability to teach, or to perform research.

8.2.5 That they have properly assessed the risk to the University (health and safety, financial, environmental and reputational) posed by the proposed consultancy project.

8.3 The Consultancy Unit will respond to all requests from a Head of Department with respect to providing information that may be required by a Head of Department to make an informed decision regarding authorisation for University Consultancy work.

8.4 A Head of Department is required to respond to the requester within a reasonable time frame to all requests for authorisation to explore a potential consultancy opportunity using form CA1, or having previously given such authorisation, request to formally start a piece of consultancy work (Private or University) using form CA2.

8.5 In the event that a Head of Department wishes to act as a consultant or there is a conflict of interest with regards to a specific piece of consultancy, permission to pursue the opportunity and contract approval should be authorised by the Head of College and in the case of the Head of College authorisation should be sought from the PV-C for Research and Enterprise. In the case of the PV-C, authorisation should be sought from the Vice-Chancellor. The Vice-Chancellor is not permitted to undertake Consultancy Work.

8.6 The Consultancy Unit shall keep detailed and accurate records of all consultancy work in the University it has been made aware of including copies of the completed CA1, CA2 and CW1 forms and provide Heads of Department with access to the information about Consultancy Work within their department as required.
Appendix 1 - Form CA1: Authorisation to Pursue a Consultancy Opportunity

To be completed by the Consultancy Unit or individual seeking approval and sent by email (ensuring that the Consultancy Manager has been copied where permission is being sought for Private Consultancy).

To:  (Name)  Head of Department  
CC: (Name) Consultancy Manager (consult@le.ac.uk )*  
From: (Name) Staff Member/ Consultancy Manager**

Form CA1: Authorisation to Pursue a Consultancy Opportunity

Dear [Head of Department],

I have / Name of Individual has** an opportunity for a piece of consultancy work as follows:

<table>
<thead>
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<th>Name of Client:</th>
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<tr>
<td>Brief Description of work:</td>
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<tr>
<td>Expected Start Date (Month/Year)</td>
<td></td>
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<td>Expected End Date: (Month/Year)</td>
<td></td>
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<td>Expected time commitment (days):</td>
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Route  
Tick all that apply

| I will be doing the work as Private Consultancy work and will not be making use of any University resources. |  |
| This work be managed through the University Consultancy Unit and |  |
| I would like to receive the following percentage of my fees personally through payroll | % |
| I would like the following percentage of my fees paid into a MIF | % |

For University Consultancy Work Only.

The following specialist equipment and/or facilities will need to be used in the provision of the proposed work and for which the client will be charged a fee:

Please can you completed the following section and confirm by return email that you grant authorisation to explore this consultancy opportunity.

Kind regards,

[Name]

For completion by Head of Department.

I, [Name], Head of Department hereby grant authorisation to pursue this consultancy opportunity.

*Required when applying for authorisation for Private Consultancy

**Delete as appropriate
CONSULTANCY PROJECT AUTHORISATION FORM

Section 1: Project Details
(To be completed by individual for Private Consultancy Work or by the Consultancy Unit for University Consultancy)

Name :
Department
Client:
Client type (tick all that apply:)

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<th>GOVERNMENT</th>
<th>CHARITY</th>
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Brief Description of work
Start Date:
End Date:
Amount of time (days)

Other Consultancy work in concurrent year of proposed project.

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<th>Name</th>
<th>Client</th>
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Section 2: Private Consultancy
(To be completed by individuals wanting to undertake Private Consultancy Work)

In relation to the proposed consultancy work, I hereby warrant that:

- I will not use any University resources, facilities, resources or other property including email, in the provision of this consultancy work;
- I have obtained and shall maintain appropriate professional indemnity insurance and have provided the University Consultancy Unit with written evidence of such insurance;
- The proposed consultancy work will be covered by an appropriate legal contract;
- I have completed the waiver form CW1 and provided a copy to both the Client and the University Consultancy Manager;
- I have read and understood the University’s Consultancy Policy;
• The proposed consultancy work does not conflict with my duties and responsibilities to the University and/or any terms and conditions placed upon me by external research funders.
• In delivering this work I will comply with all University policies in relation to the Research Code of Conduct, ethics, bribery and corruption, Consultancy, Intellectual Property declaration of interests and Financial Regulations.

Signature
Name
Date

Section 3: University Consultancy

Part A: PRICING and RESOURCING SUMMARY (Append an additional sheet if necessary)

(To be completed by the University Consultancy Unit)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit e.g day, hours</th>
<th>Unit price</th>
<th>Max number of units</th>
<th>Maximum amount to be paid to salary $</th>
<th>Maximum amount to be paid to DDF/MIF $</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITEMPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB-CONTRACTOR COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSUMABLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T&amp;S</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2Net of all deductions for central overheads and Employers’ National Insurance but inclusive of applicable Tax and Employees National Insurance.

3Net of all deductions for central overheads only.

I confirm that the price for the work and intellectual property issues have been assessed by the Consultancy Unit.

Signature
Name
Date

Part B: Consultant Acknowledgement

(To be completed by the named individual seeking approval)

In delivering this work I will comply with all University policies in relation to the Research Code of Conduct, ethics, bribery and corruption, declaration of interests and Financial Regulations. I understand that an overhead will be taken and that any other staff members or sub-contractors will be paid in line with their contribution.
Section 4: Authorisation by Head of Department

(To be completed by the authorising Head of Department)

I confirm that:

- The proposed consultancy work is consistent with the research and teaching strategy of the department and University;
- By acting as a consultant, the member of staff involved can maintain a satisfactory level of performance in their normal duties such as teaching, research, administration and other duties;
- That there is no conflict of interest arising for the individual to perform the work;
- That the proposed consultancy project does not encumber or otherwise compromise the University’s Intellectual, its ability to teach, or to perform research.
- I have properly assessed the risk to the University (health and safety, financial, environmental and reputational) posed by the proposed consultancy project

I hereby give authorisation for the proposed consultancy project to be carried out.
Appendix 3- CW1 Form: Waiver Form for Private Consultancy

<<CONSULTANT ADDRESS>>

<<CLIENT ADDRESS>>

<<DATE>>

Dear Sirs

Consultancy Services - <<NAME OF CONSULTANT>>

With reference to my work on the above assignment, I am required by University of Leicester as my employer to advise you that I shall be acting in an entirely personal capacity and not for or on behalf of University of Leicester.

While University of Leicester permits its academic staff to undertake private consultancies, subject to prior approval, which I have obtained from my Head of Department, once approval has been given University of Leicester exercises no control or supervision over the actual performance of the work. Consequently University of Leicester cannot accept responsibility for the work I do or for the advice which I give in connection with the assignment and accepts no liability for any acts or defaults on my part, whether negligent or otherwise.

In the event of any conflict between the provisions of this letter and the terms of any other contract between your company and myself this letter will take precedence.

Please countersign and return one copy of this letter to me.

Yours sincerely,  

Countersigned by

Consultant Name (print)  

Name (print)

Date:  

Date of Countersignature:
Appendix 4  Examples of Consultancy and Services Work

The table below provides examples of consultancy and service activity and where appropriate details of activity that might be similar but would not be classed as consultancy. The list is illustrative and not exhaustive.

Table 1. Examples of Consultancy and Service Work

<table>
<thead>
<tr>
<th>Activity</th>
<th>Example illustrating the nature of the work involved</th>
<th>University facilities/equipment required</th>
<th>Category</th>
<th>Route</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serving on Scientific Advisory Boards</td>
<td>Advice and guidance to government or pharmaceutical companies on the scientific strategy they should be following.</td>
<td>No</td>
<td>Consultancy</td>
<td>Private or University</td>
</tr>
<tr>
<td>Policy advice</td>
<td>Oral or written advice on policy measures for governments or organisations relating to areas such as economic growth, recruitment and selection, health and welfare. Evaluation of policies for government or organisations.</td>
<td>No</td>
<td>Consultancy</td>
<td>Private or University</td>
</tr>
</tbody>
</table>
| Advice on research or clinical trial design  | • Writing research trial protocols for companies or organisations.  
                                                | • The design of trials or other experimental studies.  
                                                | • Peer review of protocols.                      | No              | Consultancy               | Private or University     |
| Data analysis, data mining, analytics and web-based tools | • Analysis of clinical trials’ data.  
                                                | • Development of database architecture.  
<pre><code>                                            | • Collation of data.                             | Highly probable e.g. software | Consultancy or Service | University only |
</code></pre>
<p>| Application of Algorithms or other data processing scripts | Application of existing algorithms or data processing to datasets, for example satellite remote sensing. | Yes                                      | Consultancy or Service | University only |
| Product assessment                           | Advice on how to develop a new product.                                                                            | No                                       | Consultancy     | Private or University     |</p>
<table>
<thead>
<tr>
<th><strong>Activity</strong></th>
<th><strong>Example illustrating the nature of the work involved</strong></th>
<th><strong>University facilities/equipment required</strong></th>
<th><strong>Category</strong></th>
<th><strong>Route</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Product development testing</td>
<td>Analytical testing of a new product to determine if it is effective, meets industry standards, or is superior to a current product on the market.</td>
<td>Yes</td>
<td>Service (with consultancy component)</td>
<td>University only</td>
</tr>
<tr>
<td>Novel instrumentation</td>
<td>Services using novel instrumentation to investigate a client’s problems or collect data.</td>
<td>Yes</td>
<td>Service (with consultancy component)</td>
<td>University only</td>
</tr>
<tr>
<td>Expert witness advice</td>
<td>Attendance in court to provide or explain evidence for a company or for the police or another client.</td>
<td>No</td>
<td>Consultancy</td>
<td>Private or University</td>
</tr>
<tr>
<td>Advice to the media</td>
<td>Technical advice to support development of films or TV programmes, for example historical programmes or technical advice on appropriate use of scientific equipment.</td>
<td>No</td>
<td>Consultancy</td>
<td>Private or University</td>
</tr>
</tbody>
</table>
| Technical and specialist advice | • Advice on how to do something, for example how to build a specific part of a satellite.  
• Detailed technical advice to support product marketing. | No                                          | Consultancy                                      | Private or University     |
| Feasibility studies          | Practical applications or demonstrations of a technique, process or analysis method.                                          | Yes                                         | Service (with consultancy component)              | University only          |
| Programme Evaluation         | Independent assessment of a programme of work (including research) that has been undertaken by an external organisation including a charitable body or funding council | Maybe                                       | Consultancy                                      | University or Private     |
| Analytical services and laboratory testing | • Testing of materials, samples or other objects using University technical facilities. Outputs delivered as analysis results with a brief explanation of findings.  
• Advice on appropriate instrumentation to be used.  
• Routine testing and routine analysis of materials, components and processes. | Yes                                         | Analytical Service                              | University only          |
For the purposes of this section, facilities/equipment includes pieces of specialist equipment or facilities e.g. NMR machine, specialist software, microscopes, etc. that must be utilised in order to provide the service but excludes routine items such as laptops, email or other general non-specialist items which belong to the University and which could otherwise be provided by an individual in order to perform a piece of Private Consultancy work.

For clarity, consultancy does not include some aspects of external academic activities including:

- Private clinical practice
- Appointments to serve on committees of funding councils, research councils, academic trusts and foundations (other than where the activity is remunerated and governed by a contract)
- Writing academic books, papers for academic journals, refereeing and editing academic publications
- Speaking at academic conferences (unless the engagement is on a fee paying or honorarium basis covered by a specific contract e.g. giving a talk on behalf of a pharmaceutical company)
- Ad hoc appearances on TV or radio, writing articles for general publication
- External examining duties or committee work for educational institutes or professional bodies
- Provision of services to other University of Leicester departments.