

**BI-KEC-002 CONSULTANCY POLICY**

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Define the approval authorities for the document			
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This policy should be assigned to the following groups; Please tick one box for each group.			
Group Name	Mandatory	Group Name	Mandatory
All Users	<input type="checkbox"/>	Heads of Department	<input type="checkbox"/>
Trustees	<input type="checkbox"/>	BCE Staff	<input type="checkbox"/>
Researcher (Wet)	<input type="checkbox"/>	Nursery	<input type="checkbox"/>
Researcher (Dry)	<input type="checkbox"/>	Visitors	<input type="checkbox"/>
BSU Staff	<input type="checkbox"/>	Credit Card Users	<input type="checkbox"/>
BSU Users	<input type="checkbox"/>	Ionising Radiation Users	<input type="checkbox"/>
Notes: Optional for all users and Trustees			

<b>Associated policies, procedures and guidance</b>
This policy should be read in conjunction with:
BI-HR-008 Staff Conflicts of Interest Policy BI-KEC-001 Intellectual Property Policy

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## 1. Definitions

<b>“(Babraham) Institute consultancy”</b>	Consultancy work that is arranged and contracted through the Babraham Institute. Relevant Institute teams can offer assistance with contract costing and pricing, arrangements for use of Institute facilities, invoicing, debt collection and income distribution. Income for such work flows directly to the Institute, prior to any onward allocation.
<b>“Client”</b>	An external organisation, including government bodies, private and public sector companies, seeking consultancy services from an employee at the Institute.
<b>“Consultancy”</b>	<p>Consultancy is the application of existing specialist knowledge to address or resolve client needs or issues by either offering specialist opinion and / or advice or advising on technical issues. Such work is undertaken by existing employees at the Institute, requires the employee’s specific expertise, is time-bound and task-based, is funded solely by the client organisation, it does not have as its primary purpose the creation of new knowledge and it does not usually generate publications.</p> <p>Consultancy excludes activities that are considered part of normal academic roles, such as presenting academic papers, or giving lectures and seminars outside the Institute, external examining, reviewing or editing academic journals or a book series, or refereeing academic articles, acting as a member of a research council, research committee of a government department or on the board of a research charity, or sitting on the governing body of another educational or professional institution.</p> <p>Consultancy may be arranged through the Institute (“Institute consultancy”), or directly between the employee and the client (“private consultancy”).</p>
<b>“Employee”</b>	Institute employees on Institute or Babraham Institute Enterprise Ltd (BIE) terms and conditions, Institute employees on BBSRC or other terms and conditions, and Research Fellows on Institute terms and conditions.
<b>“Intellectual Property (IP)”</b>	Intellectual Property of any description, including but not limited to, all inventions, designs, information, specifications, formulae, improvements discoveries, know-how, documents, records, data, processes, methods, techniques, and the Intellectual Property

rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names, service marks and any applications for any of the above.

**“Private consultancy”**

A private consultancy is work that is arranged privately by the Institute employee. The contract for the work is set up directly between the employee and the client, without any involvement or support from the Institute.

**“Services”**

The services to be provided and specified in a consultancy agreement.

## 2. Commitment statement

- 2.1 At the Babraham Institute our mission is to be an international leader in research focusing on basic cell and molecular biology with an emphasis on healthy ageing through the human life course.
- 2.2 Research and operational excellence are essential to meeting our vision of being at the forefront of research that improves lives. The [Institute Values](#) set out our approach to how we operate across all Institute activities, both at an individual level and together as the Babraham Institute. The expectation of the Institute is that each staff member looks to represent and reflect the Institute Values within their own contributions and function, and to support and not hinder the expression of these Values in the work of others.
- 2.3 For the avoidance of doubt, this policy does not form part of any Employee’s terms and conditions of employment and may be amended by the Babraham Institute at any time.
- 2.4 The Institute aims to maximise the impact of its research to benefit scientific discovery, healthcare, society and the economy, and recognises that consultancy is an important and effective way for the Institute or an employee to:
  - Share knowledge and expertise with government, industry and the public sector.
  - Build links with private and public sector companies and bodies, which could lead to impactful relationships.
  - Develop new skills and experience.

## 3. Purpose

- 3.1 This policy details the process and method for the management of consultancies undertaken by employees of the Institute.
- 3.2 The purpose of the policy is to apply a uniform and consistent approach to the authorisation and management of consultancy activities.

## 4. Scope

- 4.1 This policy sets out the management of both Institute consultancies and private consultancies by Institute employees.
- 4.2 Only those in the following groups can undertake consultancy work:

- Institute employees on Institute or Babraham Institute Enterprise Ltd (BIE) terms and conditions
  - Institute employees on BBSRC (in conjunction with their frozen contractual policies) or other terms and conditions
  - Research Fellows on Institute terms and conditions
- 4.3 Institute employees on BBSRC terms and conditions (i.e., those who transferred employment to the Institute under TUPE in 2017) will generally fall under Institute policies, particularly where legislation has since been updated and the processes in their frozen BBSRC contractual policies no longer exist. However, where an Institute policy has an equivalent contractual BBSRC policy, these will be assessed side by side at the time they are invoked to ensure that Institute policy to be used is no less favourable for Institute employees on BBSRC T&Cs. Institute employees on BBSRC terms and conditions can see a copy of their frozen BBSRC contractual policies on the HR pages on The Hub. For avoidance of doubt, Institute employees on BBSRC T&Cs retain their sickness absence allowance, and redundancy and pension arrangements. If you have any concerns, please speak to [hr@babraham.ac.uk](mailto:hr@babraham.ac.uk).

## 5. Eligibility for consultancy

- 5.1 Any employee of the Institute, as described by section 4.2, is eligible to undertake consultancy.
- 5.2 Consultancy activities must not impair the quality of the employee's work at the Institute, nor more widely negatively impact on any activities of the Institute or Babraham Institute Enterprise Ltd (BIE), including but not limited to, bringing the Institute into disrepute, involve any other actual or perceived conflict of interest or financial risk, nor breach any statutory provision.
- 5.3 Any proposal to undertake consultancy is subject to the approval by the employee's line manager and the Institute Director, each of which must be given the opportunity to review the potential work and assess any resourcing issues and / or risks. The Institute Director reserves the right to refuse any proposed consultancy.
- 5.4 Subject to the written approval of the Institute Director, employees will normally be allowed to carry out up to eight working hours per month of consultancy (either Institute consultancy or private consultancy). Additional consultancy time over this limit will require further justification from the employee and specific approval from the Institute Director.
- 5.5 The time commitment for each consultancy is at the sole discretion of the Institute as the employer, and not the employee themselves. Any consultancy allowance indicated in this policy is not an entitlement or an expectation, and Institute Strategic Programme (ISP) Lead / Institute Director is free to exercise flexibility around this allowance if it is considered appropriate.
- 5.6 Consultancy work undertaken by postdoctoral researchers must be under the supervision of their group leader.
- 5.7 In all instances, employees must ensure that the proposed activity is permitted under the terms of any external research grant or contract in which they are involved. Employees should check their research funding conditions / contract and are encouraged to seek advice from the Grants and Contracts Offices if they are in any doubt as to the conditions.

## 6. Institute consultancy

- 6.1 Institute consultancies will be considered where a clear opportunity exists to provide benefits for the employee, the employee's department and the Institute.
- 6.2 Institute consultancy work is arranged and contracted through BIE, a wholly-owned trading subsidiary of the Institute.
- 6.3 Where consultancies are arranged through BIE, BIE will provide a range of services to the employee and client, whereby the BIE will:
- Carry limited liability as regards the services provided by the employee.
  - Provide contractual services to protect the financial and academic interests of the Institute and the employee.
  - Prepare and issue invoices and collect payment.
  - Arrange payment of fees to the employee.
  - Ensure Institute departments are reimbursed for costs incurred.
  - Issue financial reports on accounts as / when necessary.
  - Issue annual statement for taxation purposes.
- 6.4 An employee electing to undertake consultancy work through the Institute:
- Will be covered by the Institute's professional indemnity and public liability insurance policies, subject to the current terms and conditions of those policies.
  - Will be defended by the Institute in the event of a claim against the employee in relation to the consultancy, provided they have lawfully, diligently, and conscientiously endeavoured to carry out the work.
- 6.5 Employee must seek guidance from the Contracts Office and Knowledge Exchange and Commercialisation (KEC) team at the Institute on appropriate pricing for their services. Consultancy fees may be charged on a daily or hourly fee basis (plus additional other direct costs such as consumables, travel or expenses).
- 6.6 Income for Institute consultancy work flows directly to BIE, prior to any onward allocation to the employee.
- 6.7 All consultancies will be subject to VAT.
- 6.8 The consultancy fee that is charged by BIE to the client for providing the advice and expertise of employees will include a 12% management fee, which will be retained by BIE to contribute to the cost of providing contractual and financial services and professional indemnity protection.
- 6.9 An employee providing consultancy services will be paid through the Institute's payroll, with the normal deduction of income tax, the employee's National Insurance Contributions (NIC) and Institute's Employer NIC.

## 7. Private consultancy

- 7.1 Subject to the written approval of the Institute Director, an employee may undertake private consultancies for external entities in areas of work relevant to the Institute, and may receive and retain payment for the consultancy.

- 7.2 Approval will be subject to the Institute being provided with oversight of a private consultancy's contractual terms to ensure implications for the Institute are considered.
- 7.3 The employee must undertake the private consultancy either wholly outside normal working hours or should not exceed the working day time limit stated in section 5.4.
- 7.4 The employee must ensure that any private consultancy work is carried out legally, that an appropriate written contract exists between the employee and the client, and that contract makes it clear that the work is being carried out by the employee as an individual, not on behalf of the Institute.
- 7.5 The employee must ensure that they do not inappropriately present themselves as the agent or representative of the Institute, for example by using an Institute email account, the Institute's logo, the Institute's headed notepaper or the Institute's address.
- 7.6 The Institute accepts no responsibility or liability for any consultancy services undertaken by an employee in a private capacity.
- 7.7 Professional liability for this work rests with the employee, who must ensure that the client understands clearly that they are not acting on behalf of the Institute. Employees are reminded of the need to take out professional indemnity insurance for such services. An employee undertaking private consultancy is not covered by the Institute's professional indemnity and public liability insurance, and will not be defended by the Institute in the event of a claim against the employee related to that private consultancy activity.
- 7.8 No Institute facilities or resources may be used in the carrying out of the work, unless this is agreed via a services rendered contract.
- 7.9 Income obtained through private consultancies will flow directly to the employee carrying out the work and they will be responsible for any legal and tax implications arising from this income.

## **8. Role of the client**

- 8.1 Clients are expected to have and maintain public liability insurance, product liability insurance and all risks property damage insurance that adequately covers the activities and property of the Institute and the employee whilst on the client's premises.
- 8.2 Clients must advise the Institute and the employee of all health and safety hazards, handling and storage requirements known to the client regarding any materials, goods and samples supplied by the client to the Institute, or the employee.

## **9. Intellectual Property**

- 9.1 Consultancies must abide by the Institute's Intellectual Property Policy (BI-KEC-001).
- 9.2 No consultancy should involve the transfer or licence of Institute Intellectual Property without the prior written consent of the Institute.

## **10. Conflicts of Interest**

- 10.1 As set out in Institute's Staff Conflicts of Interest Policy (BI-HR-008), each employee has an obligation to act in the best interests of the Institute in relation to their duties as an employee of the Institute.



- 10.2 Potential conflict of interest may arise for example where an employee has or seeks to enter into a consultancy agreement with a client (including a spin-out) where its outputs are related to an ongoing Institute research activity.
- 10.3 The existence of conflict of interest, or potential conflict of interest, does not necessarily imply any wrongdoing, however, it is an employee's duty to recognise and disclose any conflict of interest (actual or perceived) to the Institute, in order for the conflict of interest to be appropriately managed or eliminated.
- 10.4 In all situations such as those described above, as well as any other situation in which potential / perceived conflict of interest exists, the matter should be declared promptly in accordance with the Staff Conflicts of Interest Policy (BI-HR-008).
- 10.5 The Institute, at its sole discretion, will decide if any employee will be permitted to engage in a consultancy and whether the conflict of interest could be or has adequately been resolved or mitigated.

## **11. Further information**

- 11.1 This policy will be reviewed regularly to incorporate any changes, legislative or otherwise. The next review date is specified on the cover sheet.
- 11.2 Associated policies, procedures and guidance are listed on the cover sheet. The Policy Owner named on the cover sheet can be contacted with any queries.
- 11.3 This policy may be varied, withdrawn or replaced at any time by the Institute at its absolute discretion.