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EMPLOYEE INVOLVEMENT in CONSULTING and OUTSIDE BUSINESS ACTIVITIES

Section	Human Resources		
Approval Date	25.08.2008	Approved by	Directorate
Next Review	3.11.2019	Responsibility	Manager, People and Organisation Development
Last Reviewed	28.10.2016	Key Evaluation Question	6

PURPOSE

To avoid conflicts of interest arising from employee involvement in consulting and outside business activities.

SCOPE

All full-time employees.

Any part-time or proportional employees engaging in external business activities that have the potential to conflict with Nelson Marlborough Institute of Technology (NMIT) responsibilities.

RESPONSIBILITY

Directorate members are responsible for ensuring compliance with this policy.

POLICY

NMIT encourages employees to develop and maintain links with the business community and to stay up-to-date in their respective areas of expertise.

NMIT acknowledges that employees may use their own time for business activities, providing these activities do not detract from their NMIT employment responsibilities.

PRINCIPLES

Full-time employees are paid full-time salaries to complete full-time work. This must take priority over any outside business activities during normal NMIT operating hours.

Employees are required to be on duty for the hours prescribed in their respective employment agreement.

Written material shall not associate an employee's private capacity with NMIT (e.g. use of NMIT letterhead logo for private business use).

NMIT premises are not to be used for any outside business purposes without the prior written approval of the Chief Executive (CE) and the employee's manager.

NMIT equipment including vehicles, photocopiers, faxes and telephones shall not be used for private business without the prior written approval of the CE and employee's manager. An agreed basis for the reimbursement of costs must also be included.

Work for outside business purposes may only be undertaken by NMIT employees if it occurs in their own time, is paid for separately and does not detract from their performance of contracted duties at NMIT..

DISCLOSURE

Full-time, part-time and proportional employees who are engaged in consulting and outside business activities shall sign the Memorandum of Agreement, Employee Involvement in Consulting and Outside Activities.

Employees with existing outside business activities that may potentially conflict with their NMIT employment shall disclose this activity in writing to the CE at the earliest opportunity.

Where an employee has a direct or controlling interest in a supplier of goods or services to NMIT that employee shall declare such interest in writing to the CE and obtain prior written approval for involvement.

Full-time, part-time and proportional employees must not engage in teaching activities with other education providers without prior written authority from their manager. Approval will not be unreasonably withheld.

EXCEPTIONS

Exceptions to this policy shall be notified in writing in advance by the employee's immediate manager with a copy to the reporting Directorate member. These exceptions may or may not be accepted by the CE in writing.

APPENDIX

Appendix 1: Memorandum of Agreement: Employee Involvement in Consulting and Outside Business Activities

REFERENCES

INTERNAL

NMIT Academic Staff Collective Employment Agreement
NMIT Allied Staff Collective Employment Agreement
Staff Charter
Staff Misconduct Procedure

APPENDIX 1: MEMORANDUM OF AGREEMENT, EMPLOYEE INVOLVEMENT IN CONSULTING AND OUTSIDE BUSINESS ACTIVITIES

MEMORANDUM OF AGREEMENT

EMPLOYEE INVOLVEMENT IN CONSULTING AND OUTSIDE BUSINESS ACTIVITIES

BETWEEN: Nelson Marlborough Institute of Technology (NMIT)
AND(Employee)
DATED:

It is agreed that, a full-time/part-time/proportional employee of NMIT, be granted approval to contract his/her time privately to an agreed level of hours per annum at times mutually agreeable to the parties and so as to minimise the effect of such activities on the affairs of NMIT.

It is agreed that in the event that private work creates a conflict of interest with NMIT affairs that such conflict of interest be disclosed immediately, in writing. NMIT shall be at liberty upon receiving such notice to require to discontinue such private consulting and outside business activities for the duration of the conflict of interest.

It is further agreed that if NMIT is of the opinion on reasonable ground thatis unable, to fully and adequately discharge his/her duties as an employee of NMIT because of such private contract work, NMIT may, after consultation with, cancel this agreement.

It is further agreed that this Agreement be reviewed annually or as mutually agreed or terminated by either party by the giving of three months' notice in writing, and that in the event of any dispute the matter will follow NMIT's dispute resolution process as specified in the Employee's employment agreement.

Signed: [Employee]

Signed: [Chief Executive, for NMIT]