



## UTC Cambridge Conflicts of Interest

UTCC Member of SLT: HR/Business Manager  
Designated Governor: Chair of Full Governing Body

### Legislation

Academies Financial Handbook 2015

### Associated documentation

UTCC Recruitment Policy  
UTCC Employment contract

### UTC Cambridge Vision

UTC Cambridge: Delivering Future Scientists

### UTC Cambridge Mission

Through an innovative curriculum, developed with leading scientists from industry and academia, UTC Cambridge builds bespoke learning solutions delivered in a state of the art science and technology environment that empowers students to manage their academic and career development.

### UTC Cambridge Values

We set ourselves challenging goals, are agile and resilient, to achieve our personal best.  
By respecting one another we enhance our experience and benefit from different perspectives.  
We take individual responsibility, ensuring team delivery.  
By respecting our environment, our world, we make a difference.  
We celebrate positive contribution and aspire to excellence.  
We are morally and ethically responsible in scientific and environmental innovation.

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**Review date: August 2016**

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## 1. Aims

- 1.0 As an employer, UTC Cambridge (UTCC) starts from a position of trusting the professionalism of the staff it employs, and this trust underlies any attempt to handle questions which raise potential conflicts of interest. Yet the damage to the reputations of individuals and relations at UTCC caused by conflicts of interest could be considerable, e.g. where members of staff believe an unfair bias regarding employee relations; or conflicts of interest arises regarding the ownership of research and development at UTCC; or conflict of interests arising at governing level impacting strategic decisions at UTCC.
- 2.0 Conflicts of interest could arise in many circumstances and it is not possible to provide a single definition to cover them all. A conflict of interest may be defined as including: a conflict between the official responsibilities of a person in a position of trust and any other interests the particular individual may have, e.g. where the individual could be seen to be influencing UTCC matters for actual or potential personal benefit, or seeking such a gain at the expense of the UTCC.
- 3.0 The illustration above, highlights another important issue. The definition is not restricted to those cases in which an individual actually betrays that trust; it can be just as damaging for the conflict to exist or appear to exist. It should be emphasised that UTCC's policy on conflicts of interest does not imply any lack of trust in, or loyalty of, staff. Rather, it is a mechanism for protecting UTCC employees against criticism or compromise by ensuring that they recognise and disclose such conflict situations and take steps to avoid and manage them.
- 4.0 Should any member of UTCC staff feel they are in a position giving rise to an actual or potential conflict of interest, they must contact their line manager as a matter of urgency. Appropriate steps will then be taken to deal with the conflict of interest situation in line with UTCC's Conflicts of Interest Policy.

## 2. Conflicts of Interest Guidelines

- 2.0 The fact that UTCC has adopted such a policy does not in any way cast doubt on the integrity or professionalism of UTCC's employees. Rather it recognises that UTCC wishes to give a great deal of freedom to employees to engage in external activities, but in so doing needs to put in place a mechanism to protect its employees, and itself, from reputational damage and other liabilities.
- 2.1 In summary, the Conflicts of Interest Policy provides for a three-fold approach:
  - To make a disclosure to inform UTCC of any known conflicts of interest on the Conflict of Interest form (Appendix 1).
  - Manage the conflict to ensure that there is no detriment to either party.
  - Prohibit the activity when necessary to protect the public interest or the interest of UTCC.
- 2.2 If you are unsure what to do in any situation then guidance can be sought in the first instance from the UTCC Principal or the UTCC HR/Business Manager.
- 2.3 Staff should always disclose an activity if they are in doubt about whether it represents a conflict of interest. Disclosure should be made at the start of a new role within UTCC (i.e. before staff engage in the activity), or as conflicts of interest arise and by completion of an Annual Return (recorded on the UTCC Register of Interests).
- 2.4 As an additional source of help Appendix 2 includes a list of sample questions that may be used to elucidate the nature and potential seriousness of a conflict of interest. If they feel for any reason the Principal or HR/Business manager are unable to adjudicate on a conflict of interest then the matter should be referred up to the Chair of the UTCC full Governing

Body.

### 3. Commercial Conflicts of Interest

- 3.0 UTCC and their employees engage in a wide range of activities. The traditional academic roles, such as teaching and supervising students and conducting Challenge Projects involves collaborative work and can lead to commercial research and development, intellectual property licensing and involvement in 'spin-out' companies.
- 3.1 UTCC recognises that involvement in such commercial activities carries many advantages, including the practical application of new technologies, insights into commercial and societal needs and the potential receipt of royalty income for the UTCC. These activities can produce positive benefits, but they also have the potential for diverting UTCC and its employees from their primary educational mission. For example, conflicts of interest can arise when the interests of a commercial venture, from which a UTCC employee derives direct benefit, differ from the interests and primary obligations of UTCC as a whole, or when the commercial venture consumes an undue share of the employee's attention. UTCC believes it to be essential that its employees should manage or avoid, and be seen to manage or avoid, such conflicts.
- 3.2 Under their contract of employment with UTCC, staff are permitted to undertake private consultancy with the permission of the UTCC Principal, with the convention being that this generally should not conflict with the job role to which the person is employed. Staff should refer to the UTCC's employment contract (21. Outside Business Interests; 29. Copyright; 30. Inventions and Patents; 35. Register of Interests) and job description for further clarity. UTCC is keen to encourage relevant outside interests but staff will need to ensure that such work or consultancy complies with all relevant policies.
- 3.3 By and large, UTCC leaves staff to develop their own balanced 'portfolio' of activity, including external collaborations of one kind or another. However, by engaging in such external activities, employees may place themselves in a difficult position in which an outside interest may conflict, or appear to conflict, with their UTCC duties. The employee may then be open to suspicion that decisions they take as a UTCC employee are influenced by personal or financial interest - even when, as is almost universally the case, the employee is acting with neutrality and complete professional integrity.
- 3.4 In other cases, the employee or a governor may appear to be engaging in external activities which compete with UTCC. In the vast majority of instances, simple disclosure of a potentially conflicting external activity is sufficient to absolve the employee or governor of suspicion. Occasionally UTCC may suggest a different way of managing an activity that avoids the conflict of interest. In extreme cases the conflict of interest may be so fundamental and unmanageable that it is necessary to restrict one or other of the employee's, or governors governing body, conflicting activities.
- 3.5 The full prior disclosure of interests is clearly an important (and in many cases, sufficient) mechanism for the management of conflicts of interest. Employees are required to complete the Register of Interests in September of each year or as new conflicts of interests are established the UTCC HR/Business manager should be notified.
- 3.6 Whilst this document describes and provides guidelines for many of the situations in which conflicts occur, it is not meant to be exhaustive. The primary obligation rests with the employee to recognise situations in which he or she potentially has a conflict of interest and to disclose and discuss that conflict to their line manager. If you are uncertain how the Conflicts of Interest Policy might affect your activities, please contact the HR/Business Manager or Principal for advice.

## 4. Nepotism

- 4.0 The employment of relatives can cause various problems including but not limited to charges of favouritism, conflicts of interest, family discord and scheduling conflicts that may work to the disadvantage of both UTCC and its employees. For the purposes of this policy the term “relative” shall include relationships established by blood, marriage or legal action.
- 4.1 UTCC may allow existing personal relationships to be maintained or employ individuals with personal relationships to current employees under the following circumstances:
- They may not create a supervisor/subordinate relationship with a family member;
  - They may not supervise or evaluate a family member;
  - The relationship will not create an adverse impact on work productivity or performance;
  - The relationship may not create an actual or perceived conflict-of-interest;
  - They may not audit or review in any manner the individual’s work.
- It is the goal of UTCC to avoid creating or maintaining circumstances in which the appearance or possibility of favouritism or conflicts of interest arise during review, employee relations or wage and salary adjustments which could affect his/her job.
- 4.2 This policy must be considered when hiring, promoting or transferring any employee. Should relationships addressed within this policy be identified with either candidates for employment or, current employees the matter should be immediately reported to the HR/Business manager and the following policies and procedures will be followed:
- A determination will be made whether the relationship is subject to UTCC’s Nepotism policy based on the conditions described in 4.1.
  - If the relationship is determined to fall within one or more of the conditions described in this policy the HR/Business Manager in consultation with the affected employees and the Principal will attempt will to resolve the situation through the transfer of one employee to a new position or identifying some other action (e.g., Supervisory reassignment) which will correct the conflict.
- 4.3 If accommodations are not feasible then, with affected employee suggestions, the HR/Business Manager in consultation with the Principal shall determine which employee must resign in order to resolve the situation. UTCC reserves the right to exercise appropriate managerial judgment to take such actions as may be necessary to achieve the intent of this policy. UTCC reserves the right to vary from the guidelines outlined in this policy to address unusual circumstances on a case by case basis. It is the responsibility of every employee to identify to the HR/Business Manager any potential or existing personal relationship which falls under the definitions provided in this policy. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action and up to and including termination of employment.

## 5. Categories of Conflict

- 5.0 Within UTCC there are two categories of conflict that may arise:
- personal (those faced by individuals) and
  - Organisational (those faced by UTCC as an organisation).
- 5.1 "Conflicts of Interest" arise where there is a conflict between the official responsibilities of a person in a position of trust and any other interests the particular individual may have, e.g. where the individual could be seen to be influencing UTCC matters for actual or potential personal benefit. Such a conflict arises, for instance, when a member of staff or governor is in a position to influence, directly or indirectly, UTCC business, or other decisions in ways that could lead to gain for them, their family or others to the detriment of UTCC's integrity and its mission. These are situations in which financial or other personal considerations may compromise, or have the appearance of compromising, an employee's or governor's

professional judgement in administration, management, instruction, research and other professional activities.

- 5.2 Conflicts of interest may also include "Conflicts of Commitment" which exist when the external activities of a member of staff or governor are so substantial or demanding in terms of time and/or attention so as to interfere with their responsibilities to UTCC. Conflicts of this type primarily involve questions of obligation and effort.

The main categories of conflicts of interest are:

- (i) Delivery of UTCC Mission (especially in regard to quality of Teaching and Learning and the fundamental principles of UTCC)
- (ii) Integrity (of research or advice offered relating to Student and UTCC business matters)
- (iii) Financial Interest (Financial gain)
- (iv) Commitment and Loyalty (membership, employment or allegiance to other organisations which raise a conflict and prevent unbiased decisions regarding UTCC interests).

## **6. Process of Disclosure and Review**

- 6.0 Any individual who believes they may have a conflict of interest should consult the HR/Business manager, the Principal or UTCC Chair of Governors.
- 6.1 The HR/Business Manager or the Principal (or the UTCC Chair of Governors) will request that the person will fill in the declaration of interest form.
- 6.2 The HR/Business Manager or Principal will follow the questions in Appendix 2 to provide guidance on which is the appropriate method to proceed in conjunction with the UTCC Conflict of Interests policy.
- 6.3 If a serious conflict of Interest has been identified, the HR/Business Manager or the Principal will inform the person in writing of the course of action to be taken within 10 working days.
- 6.4 If the person is dissatisfied with the HR/Business managers or the Principals decision then further advice can be sort from the UTCC Chair of Governors.



Appendix I.

Register of Interests Form

Name:	
Position within UTCC:	
Date of Engagement:	
Details of all companies that I consider to potentially raise a conflict of interest to UTCC:	
Name of company:	
position:	
Nature of Interest:	
Name of Company:	
position:	
Nature of Interest:	
Name of Company:	
position:	
Nature of Interest:	
Details of interests of immediate family (including spouse/partner, siblings, children and parents)	
Name of family member:	
Relationship to me:	
Nature of interest:	
Name of Family member:	
Relationship to me:	
Nature of interest:	
Declaration: I confirm I have disclosed all of my financial and non-financial interests and those of my immediate family. I understand it is my responsibility to disclose to UTCC any additional interests as they arise.	
Signed:	
Date:	

## Appendix 2.

### Questions for evaluating conflicts of interest

- 1 Has all relevant information concerning the staff member's activities been acquired (i.e., has there been full disclosure)?
- 2 Do the staff member's relevant financial interests suggest the potential for conflicts or the appearance of conflicts or bias?
- 3 Do the staff member's reported external time commitments exceed permissible levels?
- 4 Is there any indication that the staff member in his or her professional role has improperly favoured any outside entity or appears to have incentive to do so?
- 5 Has the staff member inappropriately represented UTCC to outside entities?
- 6 Does the staff member appear to be subject to incentives that might lead to conflicts or bias?
- 7 Is there any indication that obligations to the UTCC are not being met?
- 8 Is the staff member involved in a situation that might raise questions of bias, inappropriate use of UTCC's assets, or other impropriety?
- 9 Could the staff member's circumstances represent any possible violation of applicable legal requirements?
- 10 Does the current engagement of the staff member represent potential conflicts between internal or outside interests?

## Appendix 3.

### Supporting guidance for UTCC Staff: Extract from UTCC management contract:

#### **13 Exclusivity of Service**

- 13.1 You are required to devote your full time, attention and abilities to your duties during your working hours and to act in the best interests of the UTC Trust at all times. Accordingly, you must not, without the written consent of the UTC Trust, undertake any employment or engagement which might interfere with the performance of your duties or conflict with the interests of the UTC Trust.
- 13.2 Regardless of whether you are employed on a full-time or part-time contract, you are required to notify the Chair of Governors of any employment or engagement which you intend to undertake whilst in the employment of the UTC Trust (including any such employment or engagement which commenced before your employment under this contract). The Chair will then notify you within 10 working days whether such employment or engagement is permitted under paragraph 13.1 above.

### Extract from UTCC Teachers contract:

#### **21 Outside business interests**

The Employee must not:

- 21.1 Undertake any other paid employment without the express consent of the Principal;
- 21.2 Be directly or indirectly engaged, concerned or interested (save in shares or securities quoted on a recognised investment exchange) in any other business or undertaking whatsoever; or
- 21.3 Engage in any other activities (whether paid or unpaid) which might interfere with the performance of the Employee's duties or cause a conflict of interest, without the prior written consent of the Academy. Consent may be withdrawn at any time.

#### **29 Copyright**

- 29.1 The copyright in all records and documents made, compiled, edited or brought into existence by you in the course of your employment shall belong to the UTC Cambridge.

#### **30 Inventions and Patents**

- 1 30.1 The provisions of sections 39 to 42 of the Patents Act 1977 ("the Patents Act") relating to the ownership of employee inventions and the compensation of employees for certain inventions respectively are acknowledged by the UTC Cambridge (Trust) and by you.
- 30.2 You agree that, by virtue of the nature of your duties and the responsibilities arising from them, you have a special obligation to further the interests of the UTC Cambridge (Trust) within the meaning of section 39(1)(b) of the Patents Act.
- 30.3 Any invention, development, process, plan, design, formula, specification, program or other matter or work whatsoever (collectively "the Inventions") made, developed or discovered by you, either alone or in concert, whilst you are employed by the UTC Cambridge (Trust) shall forthwith be disclosed to the UTC Cambridge (Trust) and, subject to section 39 of the Patents Act, shall belong to and be the absolute property of the UTC Cambridge (Trust) as it may designate.

30.4 You shall at the request and cost of the UTC Cambridge (Trust) (and notwithstanding the termination of your employment, howsoever arising,) sign and execute all such documents and do all such acts as the UTC Cambridge (Trust) may reasonably require:

(a) to apply for and obtain in the sole name of the UTC Cambridge (Trust) alone (unless the UTC Cambridge (Trust) otherwise directs) patent, registered design, or other protection of any nature whatsoever in respect of the Inventions in any country throughout the world and, when so obtained, to renew and maintain the same;

(b) to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection; and

(c) to bring proceedings for infringement of any such patent, registered design or other protection.

30.5 The UTC Cambridge (Trust) shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process in which event you shall observe the obligations relating to confidential information which are contained in Clause 14 of this Agreement

### **35 Register of Interests**

35.1 You shall, if required by the UTC Cambridge, promptly register, in the UTC Cambridge's register of interests, any registerable interest (as defined by the UTC Cambridge from time to time) which you have acquired.