

Sectoral scheme covering ancillary activities

July 2017

This scheme is based on Article 1.14 of the Collective Labour Agreement for Dutch Universities (CAO NU) and is an independent part of the CAO NU in conformity with Article J.3 of that agreement.

Definitions

1. *Work for third parties*: all ancillary activities for third parties that are carried out by an employee and which do not form part of the employee's duties at the university, regardless of
 - a. the scope of the employee's employment contract with the university
 - b. the scope of the work for third parties
 - c. whether the employee in question receives remuneration for the work for third parties
 - d. the work for third parties is performed during or outside of working hours
NB: Even if the core activity of the employee in question is performed elsewhere, this shall also be understood to come under work for third parties.

2. *Employee in question*: the person to whom this scheme applies. The activities of the employee in question can be both academic or support-oriented in nature. For the purposes of this scheme, the employee in question is understood to be:
 - a. an employee of the university (with an employment contract in accordance with the collective labour agreement)
 - b. a person with no employment contract with the university, but with a Professor appointment from the Executive Board (e.g. professor by special appointment).
 - c. persons to whom this scheme has been declared applicable by the Executive Board.
NB: For persons as referred to under b. and c. of this scheme, 'employer' should be read as the university.

3. *Additional earnings*: remuneration received by the employee question in exchange for the work for third parties performed. This is also understood to include deferred income and financial interests.

Obligation to report

4. With the exception of the work for third parties referred to in Article 5, the employee in question is obliged to report in writing all work performed for third parties to the employer on entering the employer's employment or prior to accepting new work for third parties or changing (aspects of) work for third parties.

5. The employee in question is not obliged to report work for third parties that clearly has no relation the employee's work for the university and that is obviously not detrimental to the interests of the university in any way and
 - a. that does not threaten the effective and full performance of the employee's university duties and
 - b. that is performed outside working hours, and
 - c. for which no payment of any kind is received.

6. The employee in question who, upon entering employment with the university, performs no work for third parties in the sense of this scheme or who performs work for third parties that the employee in question is not obliged to report shall make this known to the university upon entering employment.
7. The employee in question with an employment contract or appointment with the university of 6 months or shorter and who performs work for third parties that:
 - a. poses no risk to the academic, organisational and/or business interests of the university and
 - b. involves no obstacle to the effective and the complete performance of the employee in question's duties at the university and
 - c. is not detrimental to the reputation of the institution and
 - d. cannot result in any conflict of interests with the university,is not obliged to report this work for third parties, unless otherwise stipulated by the employer.

Permission

8. Work for third parties to which a duty to report applies may only be performed with the permission of the employer.
9. Unless otherwise specified, permission is granted by the employer.
10. Permission shall be granted for the performance of work for third parties, unless such work risks damaging the university's interests. The university's interests shall in any case be understood to include the criteria referred to in Article 11.
11. No permission shall be granted for work for third parties:
 - a. that poses a risk to the academic, organisational and/or business interests of the university or;
 - b. that constitutes an obstacle to the effective and the complete performance of the employee in question's duties at the university or;
 - c. that is detrimental to the reputation of the institution or;
 - d. that presents (the appearance of) a conflict of interests with the university duties of the employee in question.
12. Permission may be granted under conditions. Conditions that may be attached to the granting of permission include:
 - a. set-off of the additional earnings or a portion thereof;
 - b. reduction of the scope of the employment contract;
 - c. deduction of the holiday hours balance of the employee in question;
 - d. the period to which the permission applies;
 - e. compensation to be paid to the university, if the facilities or capacity of the university are used in any way in the performance of the work for third parties with permission.

13. Permission granted may be revoked in the event of a change of circumstances or insight or if the conditions set have been breached.

Procedure for reporting and registration

14. When reporting work for third parties, the employee in question must in any case report:
- a. the nature of the work for third parties to be performed;
 - b. the body for which the work for third parties is to be performed;
 - c. the time required;
 - d. whether additional earnings, as referred to in Article 3, have been received;
 - e. that permission is granted for publication.

15. The employer will keep a register of the reported work for third parties for which the employer has granted permission. The register may be inspected at all times by the employer and persons designated by the employer as well as by the employee in question to the extent that it concerns a report made by the same employee in question. In addition to the permission granted by the party involved, the register shall list the nature of the work for third parties and the body for which the work is to be performed. The employer may grant an exemption in the case of substantial interests that hinder the publication of the work for third parties, for example in the case of a serious risk to personal privacy.

16. Each professor shall mention the work carried out for third parties for which permission has been granted on their publicly accessible web page, stating at a minimum the nature of the work for third parties and the body for which this work is performed.

The employer may decide that all academic personnel and/or higher support and management staff shall state work for third parties on their publicly accessible web page.

Decision

17. The employee in question shall receive a written decision within six weeks of submitting the report.

Sanctions

18. The employee in question may be subject to disciplinary measures or other sanction if work for third parties is performed without permission, the employee in question fails to comply with the conditions attached to the permission granted or if the employee in question fails to comply with other provisions.

Accountability

19. The agreements surrounding the work for third parties will be discussed during the annual consultation or another appraisal interview in order to determine whether the agreements are up to date and being complied with or whether they require revision.

20. A report on the implementation of the regulations governing work for third parties forms part of the planning and control cycle of the Executive Board.

Procedure

21. Supplementary to the scheme, the employer may adopt a procedure or administrative rules governing the implementation of this scheme with respect to

permission (application and granting), reporting and publication of work for third parties.