

# STAFF INVOLVEMENT IN OUTSIDE BUSINESS ACTIVITIES

<b>Section</b>	Human Resources		
<b>Approval Date</b>	25.08.08	<b>Approved by</b>	Directorate
<b>Next Review</b>	As required	<b>Responsibility</b>	Human Resources Manager
<b>Key Evaluation Question</b>	6	<b>ITPNZ Quality Standard</b>	3

## PURPOSE

To avoid conflicts of interest arising from staff involvement in outside business activities.

## SCOPE

All fulltime staff members.

Proportional staff members where external business activities have 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 staff to develop and maintain links with the business community and to stay up-to-date in their respective areas of expertise.

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

## PRINCIPLES

Fulltime staff are paid fulltime salaries for fulltime work which must take priority over outside business activities.

Staff are required to be on duty for the hours prescribed in their respective employment contract.

Written material shall not associate a staff member's private capacity with NMIT (eg use of letterhead logo).

NMIT premises are not to be used for any outside business purposes without the prior written approval of the CEO and the staff member's manager.

NMIT equipment including vehicles, photocopiers, faxes and telephones shall not be used for private business without the prior written approval of the CEO and staff member's manager including an agreed basis for the reimbursement of costs.

Work for outside business purposes may only be allocated to NMIT staff if it is undertaken in their own time, is paid for separately and does not detract from their NMIT performance.

## DISCLOSURE

Full time and proportional staff members who contract their time privately shall sign the Memorandum of Agreement, Staff Involvement in Outside Activities, FG6.

Staff with existing outside business activities which may potentially conflict with their NMIT employment shall disclose such outside activity in writing to the CEO at the earliest opportunity.

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

Neither fulltime nor proportional staff shall engage in teaching activities with other education providers without prior written authority from their reporting Head of School.

## EXCEPTIONS

Exceptions to this policy shall be notified in writing in advance by the staff member's immediate manager with a copy to the reporting Directorate Member.

## APPENDIX

Memorandum of Agreement, Staff Involvement in Outside Activities, FG6

## REFERENCES

### INTERNAL

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

Appendix - Staff Involvement In Outside Business Activities

25.08.08

FG6

MEMORANDUM OF AGREEMENT
STAFF INVOLVEMENT IN OUTSIDE ACTIVITIES

BETWEEN: Nelson Marlborough Institute of Technology (NMIT)

AND

DATED:

Whereby it is agreed that [blank], a fulltime/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 unlikely 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 [blank] to discontinue forthwith such private contract work for the duration of the conflict of interest.

It is further agreed that if NMIT is of the opinion on reasonable ground that [blank] is unable, because of such private contract work, to fully and adequately discharge his/her duties as an employee of NMIT, NMIT may, after consultation with [blank], 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 facts be referred to the President of the Nelson Law Society whose decision shall be binding.

Signed: .....

for NMIT
Chief Executive

Signed: .....