



**DIRECTORATE OF RESEARCH INNOVATION
AND CONSULTANCY**

CONSULTANCY SERVICES POLICY

GAZETTE: VOLUME 58 No. 2

DECEMBER, 2019

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1.0 Introduction

The University of Cape Coast has the human resources and physical capacity to undertake consultancy to offer quality services to external entities. This is an essential pre-requisite in fulfilling its mandate as a public tertiary educational institution in Ghana. In this regard, the University recognises the value of its members of staff in undertaking consultancy services. During these consultancy engagements, both the staff and the clients benefit from expertise that emerge from positive interactions, thereby contributing to achieving sustainable development. Consultancy activities undertaken by the staff are often bound by contractual agreements due to issues of trust, delivery of outputs, use of funds and protection of the goodwill of the University. Therefore, the University is mindful of the need to adhere to the contractual agreements and also, to ensure that such engagements complement, rather than conflict with the teaching and research mandates of the staff. The exclusive need to maximise the financial returns associated with consultancy services through the delivery of prompt and professional outputs, engenders the need for guidelines to minimise bureaucracies and ensure quality. Hence, this Policy aims at providing guidelines to inform the engagement of consultancy assignments in the University.

To ensure alignment between the national and University policies as well as other relevant documents, reference is made to the University's vision, mission and also, a list of other documents provided to guide the use and interpretation of the University Consultancy Policy.

The University of Cape Coast 2012 Consultancy Policy ceases to have effect.

1.1 *Vision*

To be a University with a worldwide acclaim that is strongly positioned for innovative teaching, research, outreach and professional development.

1.2 *Mission Statement*

The University of Cape Coast is an equal opportunity University uniquely placed to provide quality education through the provision of comprehensive, liberal and professional programmes that challenge learners to be creative, innovative and responsible citizens.

1.3 *Other Relevant Documents*

- a. Ghana's Tax Laws and Policies
- b. Ghana's Procurement Laws and Policies
- c. University of Cape Coast Statutes
- d. University of Cape Coast Financial and Stores Regulations
- e. University of Cape Coast Employment (Conditions of Service) Handbook
- f. University of Cape Coast Intellectual Property (IP) Policy
- g. University of Cape Coast Research Policy
- h. University of Cape Coast Guidelines for Accessing Grants for Conferences

The preparation of this consultancy policy for the University has been guided by the 2010 approved version of Consultancy Policy developed by the then Consultancy Unit of the University, and a revised draft version developed by the Directorate of Research, Innovation and Consultancy (DRIC) of the University.

2.0 Definition of Terms

For the purpose of this Policy, the following definitions apply:

2.1. *Consultancy*

This refers to services, including research, training and advisory activities demanded by either an internal or external entity from the University or a staff of the University for a commercial fee. Income generation for both the staff involved and the University is the overarching reason. This implies that the definition of consultancy for the University excludes outreach services and scholarly activities that are not financially motivated.

2.2. *Direct Costs*

These refer to essential costs that are indispensable in meeting the terms of reference or the scope of work as formulated in the contract document. For example, cost related to personnel, travel and consumables.

2.3. *Indirect Costs*

These relate to institutional overhead costs that are incurred to perform consultancy services. They include expenses relating to operations and maintenance of buildings, use of offices, libraries, and equipment as well as hazardous waste disposal, regulatory and research compliance and administration of consultancy services. Although they are necessary for the conduct of consultancy services, they are costs that do not directly address the approval and award of the contract.

2.4. *Research Grants*

These refer to contractual funds received to conduct scientific inquiry either from the University or an external institution or individual. Grants received for research are geared to deepen our understanding of a phenomenon and advance the frontiers of knowledge. Funding received is premised on the view that academic faculty need either financial or technical support to engage in their research activities.

The implicit assumption is that some level of commitment in the form of counterpart funding, either from the faculty or the University, is expected.

2.5. Conflict of Commitment

This refers to external activities of a member of staff that adversely impacts, or appears to impact, his or her capacity to meet the core mandates (teaching research and outreach) of staff of the University and other prescribed duties.

2.6. Conflict of Interest

This refers to a member of staff having an external professional or personal interest that affects, or provides an incentive to affect, his or her dispensation of professional responsibilities.

3.0 Scope of Application

This application shall apply to all consultancy activities conducted by staff within the scope of their employment as defined by their employment contract.

4.0 Types of Consultancy and Other External Work

For the purpose of this Policy, Consultancy is categorised as follows:

4.1 University Consultancy

This refers to consultancy engagement between the University as an entity and an external agent. This responsibility rests with University Management to ensure that the service achieves the maximum financial returns, and outputs are delivered promptly and are of high quality.

4.2 Staff Consultancy

This refers to consultancy services that are initiated and implemented by staff of the University and involve the use of staff time and other resources of the University such as office space, computers and laboratory equipment.

The members of staff involved are responsible for ensuring that the image and branding of the University is sustained, financial returns are maximised, outputs are promptly and professionally delivered and the engagements with clients are devoid of conflicts of interests and commitments. Thus, the integrity, ethics and conduct of the consultancy assignment rest solely with the members of staff involved.

4.3 *Private Consultancy*

This refers to consultancy services that are initiated and implemented by staff of the University and can be proven that the engagement has no legal link to or liability on the University and staff time.

4.4 *Essential Private Consultancy*

This refers to the case of clinical and other professional (Accountants, Auditors, Architects, Lawyers, Surveyors and Engineers) members of staff holding Consultant contracts that mandate them to engage in private practice subject to the extent of such practice being consistent with their primary role of teaching, research and extension service.

4.5 *Internal Consultancy*

This refers to professional services other than teaching, research and outreach that are rendered by staff at the request of University Management. Typically, these services require specialised skills and knowledge, and are exclusive to the activities that ordinarily can be rendered through the Committee System in the University.

4.6 *Exceptional Consultancy*

This refers to external engagements that do attract financial resources, but will be exempted in the consideration of the University's share of the financial returns. The exemption is premised on the balance of argument that the engagement of the consultancy is tilted more towards the furtherance of scholarship than commercialisation. Such engagements include, but not limited to:

- 4.6.1 Authorship of Academic Books
- 4.6.2 Scholarly Services for the Public Sector or a Charitable Organisation
- 4.6.3 External Examination/Moderation and Supervision
- 4.6.4 Assessment of Application for Promotion
- 4.6.5 Academic or Public Lectures
- 4.6.6 Review of Articles/Reports
- 4.6.7 Development of Academic Curriculum
- 4.6.8 Editorial Services for the Production of Scholarly Output

4.7 Other External Work

This refers to long-term but non-permanent engagement of members of staff who are engaged to either perform advisory services or are committed to personal external activities with the aim of generating financial returns. Such engagements are usually private in nature or related to a national assignment. These other external works include membership on institutional boards of directors and sole or partnership business engagements. Engagement in such external works should have no legal link to or liability on the University and staff time, and all other resources of the University.

5.0 Engagement in Consultancy and Other External work

- 5.1 The University grants right to members of staff to engage any of the above listed consultancy services and external work.
- 5.2 Members of staff engaged in Clauses 4.1 and 4.2 should:
 - 5.2.1 Declare and register the intent to engage in a Consultancy assignment with DRIC.
 - 5.2.2 Prior to engagement of a consultancy service, demonstrate and declare all the direct and indirect financial and non-financial benefits to the University.

- 5.2.3 Prior to engagement of a consultancy service to the University, indicate to DRIC all the direct and indirect as well as tangible and intangible reputational risks associated with the consultancy assignment.
- 5.2.4 Obtain Consultancy Approval Form from DRIC and seek approval from the Vice-Chancellor through their Head, Dean and Provost.
- 5.2.5 Undertake the Consultancy assignment upon receipt of explicit approval from the Vice-Chancellor.
- 5.2.6 Be fully responsible for the prompt and professional implementation of consultancy services that they have contracted. In the case of Clause 4.1, members of staff engaged in the consultancy shall act as an agent of the University and, therefore, the University shall take liability for the contract as well as handling all legal and financial aspects of the relationship with the client.
- 5.2.7 Be responsible for all the procurement rules and tax implications associated with the engagement of the consultancy assignment.
- 5.2.8 Refer to DRIC all IP that will evolve during the conduct of the consultancy service. The University's Intellectual Property Policy will be used in determining the management of the Intellectual Property.
- 5.2.9 Adhere to the stipulated allowable time (not greater than the equivalent of one day per week, with a maximum of 48 days per year) for engaging in consultancy services. Any variations to this time commitment require the approval by the Vice-Chancellor on advice of the Director of DRIC.
- 5.2.10 Complete a Consultancy Code of Conduct, and Integrity and Ethics forms, obtainable from DRIC.
- 5.2.11 Ensure that all consultancy services are undertaken based on the existence of an approved formal contract by the University. In the event where a formal contract is non-existent, members of staff involved should not use the University as their affiliated institution and in nowhere in the undertaking of the assignment should the University be liable or implicated. Members of staff engaging in such consultancy services would be contravening the University Policy on Consultancy Services.

5.2.12 Ignore Clauses 5.2.1 to 5.2.9, if the employment status of the member of staff involved is 'leave without pay'.

5.3 Members of staff engaged in Clauses 4.3 and 4.4 should:

5.3.1 Request for approval from the Vice-Chancellor.

5.3.2 Undertake such consultancy services only upon receipt of approval from the Vice-Chancellor.

5.3.3 In pursuance of the preceding (5.3.1, 5.3.2), the Vice-Chancellor shall notify DRIC of all approvals.

5.3.4 Be fully responsible in negotiating his/her terms and conditions with the client.

5.3.5 Insert in all contracts the following disclaimer: The work undertaken under this contract is not undertaken on behalf of the University of Cape Coast and, therefore, the University owes no responsibilities or liability in relation to such work.

5.3.6 Avoid the use of University resources in the case of Clause 4.3. To minimise doubt, University's resources include, but not limited to the following: University facilities such as equipment, Information and Technology tools and systems, including PCs, telephone, space; University name, expertise and Intellectual Property; University's name or stationery and University property for meetings, as this may be legally interpreted as an association with the University and the University's tacit approval of the consultancy services. Any activity suggesting that the member of staff is acting on behalf of the University should be avoided. The consultant may say that he/she is an employee of the University, since this is a simple matter of fact.

5.3.7 Avoid entering into competition with the University. Employees of the University shall not compete with the University for any work in order to avoid conflict of interest.

5.3.8 Desist from signing an agreement, which gives the client rights to the use of the University's Intellectual Property.

5.3.9 Collect the fees from the client: Fees must not be paid into a University account.

5.3.10 Be solely responsible for all the procurement rules and tax implications associated with the engagement of the consultancy assignment.

- 5.3.11 Consider carefully the risks involved and, where appropriate, obtain adequate professional indemnity cover through personal insurance arrangements.
- 5.4 In the conduct of Clauses 4.1 to 4.4 and 4.6, DRIC, acting on behalf of University Management, should:
 - 5.4.1 Provide advisory services, if required by the members of staff involved in the consultancy.
 - 5.4.2 Advise the Vice-Chancellor on any potential conflict of interest and commitment as well as the financial and reputational worthiness of the consultancy assignment.
 - 5.4.3 Document and publicise the consultancy service.
 - 5.4.4 Ensure that the approval process for consultancy services do not exceed a turnaround period of five working days.
- 5.5 University Management shall negotiate terms of engagement with members of staff involved on Clause 4.5. Members of staff engaged in internal consultancy have discretionary rights of informing DRIC about the activity.
- 5.6 Members of staff engaged in private external works under Clause 4.7 have discretionary rights in notifying University Management on their engagement.
- 5.7 Members of staff engaged in national assignment under Clause 4.7 shall notify the University Management.

6.0 Financial Matters in the Conduct of Clauses 4.1 and 4.2

- 6.1 Members of staff should undertake consultancy assignment with the sole aim of generating income for the University without compromising their commitment to their core mandate or denting the reputation of the University.
- 6.2 The DRIC shall possess the sole mandate of managing all financial matters related to the engagement of staff members in consultancy assignment.
- 6.3 The DRIC shall present an audited annual financial statement on consultancy services to the Vice-Chancellor through the Directorate of Finance.

- 6.4 Members of staff engaging in consultancy services shall be responsible for the budgeting. However, support can be sought from DRIC, should the need arise.
- 6.5 Consultancies equal to or more than Fifteen Thousand Ghana Cedis (GH¢15,000.00) – or its equivalent in United States Dollars should include an overhead cost of 10 per cent of the contract sum, which should be transferred to DRIC to support Research and Innovation activities in the University.
- 6.6 The 10 per cent overhead charge shall be shared among the University, DRIC and the College/Faculty or School/Department as follows: **Research Endowment Fund (Central Administration)** – 3.0 per cent; DRIC – 3.0 per cent; College – 1.0 per cent; Faculty/School – 1.0 per cent and Department 2.0 per cent.
- 6.7 The DRIC shall accumulate and transfer the overhead funds on quarterly basis.
- 6.8 The funds transferred to the Colleges, Faculties/Schools and Departments shall be used to support only research activities and an annual report of such expenditures should be submitted to the Vice-Chancellor through DRIC.
- 6.9 The University's portion of the overheads transferred should be deposited to the Research Endowment Fund.
- 6.10 Members of staff engaged in consultancy services with a contract sum of less than Fifteen Thousand Ghana Cedis (GH¢15,000.00) or its equivalent in United States Dollars shall be exempted from the payment of overheads. The exemption shall apply for two consecutive financial years.
- 6.11 Member of staff are eligible to engage in consultancy services with a contract sum of less than Fifteen Thousand Ghana Cedis (GH¢15,000.00) or its equivalent in United States Dollars once in every quarter of the University's financial year.
- 6.12 A member of staff undertaking project exempted from overheads under 6.10 shall be eligible to undertake such project once in every quarter (maximum 8 projects of less than Fifteen Thousand Ghana Cedis (GH¢15,000.00) or its equivalent in United States Dollars within the 2 year).

- 6.13 Where a member of staff fails to win a project of more than GH¢15,000.00 within the 2 years exemption period under 6.10, he/she shall not be allowed at all to accept consultancies of less than Fifteen Thousand Ghana Cedis (GH¢15,000.00) or its equivalent in United States Dollars.
- 6.14 Where a member of staff wins a project of more than GH¢15,000.00 or its equivalent in United States Dollars during the 2 year period under 6.10, the exemption after the 2 years shall be renewed to engage in other project less than Fifteen Thousand Ghana Cedis (GH¢15,000.00) or its equivalent in United States Dollars.
- 6.15 Members of staff are encouraged to disclose financial surplus from the engagement in consultancy services and on the terms of consultant share such financial surplus with the University.
- 6.16 Members of staff who are involved in consultancy services that involve significant amount of money and time can negotiate with the University to buy-out their teaching engagement. Such cases should be exclusively discussed and negotiated with the Vice Chancellor.
- 6.17 Members of staff engaged in consultancy services shall prepare full costing of all tangible and intangible inputs required for the execution of the consultancy services. The use of University resources, which include, but not limited to, include, but not limited to, staff time, office space, Information and Technology tools and facilities, stationery, laboratory equipment and consumables, should be fully costed and funds should be transferred to the unit owning the resources. Members of staff, prior to the use of the University resource, are obliged to declare and seek permission. Such declaration should be documented and a copy should be shared with DRIC.

7.0 Benefits of Disclosures of Consultancy Services (Clauses 4.1 and 4.2)

- 7.1 The engagement and financial worth of consultancy services rendered by members of staff shall count towards their tenure in the University.
- 7.2 Members of staff engaged in consultancy services shall earn virtual points to support the financing of their travels for conferences.

7.3 The engagement and financial worth of consultancy services rendered by members of staff shall be considered during the assessment of applications for Best Research Awards.

8.0 Implications of Non-Disclosure of Consultancy Services (Clauses 4.1 and 4.2)

8.1 Members of staff who fail to disclose their engagement in consultancy services shall be:

- 8.1.1 Obligated to pay 30 per cent of the contract sum to DRIC upon verification of their engagement. The verification process shall be initiated by the Vice-Chancellor. The verification shall include the use of Committee System
- 8.1.2 Incapable of holding a management position in the University within the first two years of being found culpable.
- 8.1.3 Stripped off their accumulated virtual points for financial support for travel grants.
- 8.1.4 Disqualified from participating in the Best Research Awards for two years.

9.0 Implications of Non-Adherence to Tenets of this Policy

Failure to adhere to the tenets of this Policy shall lead to the constitution of a disciplinary committee, to be constituted by the Vice-Chancellor in consultation with the Director of DRIC and Provost concerned, to determine the severity and prescribe punitive measures.