

## Executive Order No. 0978

Board Level Policy

### Office of the Chancellor

**BOD Approval References :** BOD-MOM – 016 -13.05.20

**Date :** 24 June 2020

**To :** Vice Chancellor  
Provost  
University Strategic and Governance Committee

**From :** Chancellor, Dr. Waqar Ahmad

**Subject :** **Faculty Consulting Policy**

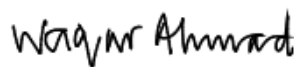
This Executive Order is issued through the endorsement of the above Board of Directors' approval reference and under the authority of the Chancellor as outlined in the Policy on Policy Management under Executive Order No. 0824.

Effective immediately, Vice Chancellor and Provost are given the authority to implement the approved "Faculty Consulting Policy" outlined in this Executive Order.

The attached policy is aligned with ADU strategic goals by raising the university's profile in the community, to build ADU's intellectual and professional capital and to diversify sources of revenue.

The custody of Executive Order shall be maintained in the Chancellor Office of the University. If you have questions regarding this Executive Order, please contact Anabella Briones.

Please take the necessary action to ensure that all parties involved are informed of this communication.



Dr. Waqar Ahmad  
Chancellor

## FACULTY CONSULTING POLICY

### POLICY OVERVIEW

This policy is to identify the process to be followed by faculty members who wish to engage in consulting and the distribution of revenue from consultancy services.

Board Resolution	R.011.20
Executive Order	978
Supersedes	775
Version Number	05
Date Approved	13 May 2020
Effective Date	24 June 2020
Policy Owner	Provost
Viewing Access Level	Employees
Next Review Date	Fall 2023

### Change History

Version Number	Change Description	Date	Changed By
02	<ul style="list-style-type: none"> <li>Formatting and Signature Line to comply with the new approved ADU Bylaws</li> </ul>	01.05.2014	Provost
03	<ul style="list-style-type: none"> <li>Format and Signature Line to comply with the latest approved Policy on Policy Management</li> </ul>	11.09.2014	Chancellor
04	<ul style="list-style-type: none"> <li>The distribution of consulting revenue was modified to make it more competitive for both the University and faculty members.</li> <li>If the consultant acquires the contract, 80% of the revenue goes to the consultant while the remaining 20% goes to the University.</li> </ul>	22 January 2017	Director of Research
05	<ul style="list-style-type: none"> <li>Adjusted the fee distribution earned as a result of Faculty Consulting among the parties involved</li> </ul>	02 April 2020	Provost

### Introduction

ADU acknowledges that consulting is a means of continuing education for faculty, provides them with experience in their professional fields, and may give faculty experiences that enhance their scholarship and teaching. In addition, it is another source of revenue for ADU, colleges, and faculty members.

Consulting is a professional activity directly or indirectly related to a faculty member's field or discipline, where a fee-for-service or equivalent relationship with a third party exists (non-ADU).

## **POLICY**

1. Faculty who are engaged in consulting projects are expected to perform their duties at ADU as usual, and in no way should such engagement detract from their teaching or other responsibilities toward the University. The engagement schedule shall be coordinated and approved by the direct line manager.
2. No consulting activities by full-time faculty members may be initiated without following this policy.
3. Faculty must ensure that the consulting project does not conflict or compete with the University's mission and programs.
4. Faculty who are engaged in consulting projects are expected to perform their duties at ADU as usual, and in no way should such engagement detract from their teaching or other responsibilities toward the University. The engagement schedule shall be coordinated and approved by the direct line manager.
5. A standard contract must be signed between the client and the University, which provides no warranty from any responsibility for the consulting work performed by the faculty. Appendix 1 contains the recommended template for ADU consultancy agreements. In turn, the University will pay the faculty member(s) via a back to back agreement with the University. Appendix 2 contains the recommended template to use.
6. The contract/consultancy is payable to Abu Dhabi University, which must be stipulated in the contract/consultancy agreement. ADU will, in turn, pay the faculty consultant.
7. Only the ADU Chancellor, or his/her designee, may sign a consultancy agreement since a faculty consultancy agreement represents a legal and binding contract between ADU and the client, whether the client is private or public, local, national or international.
8. The professional fee charge to a client can be based on a lump-sum fixed amount project deliverable approach or a daily charge out rate. Negotiations may occur in establishing the fee charge considering factors including the size of the project; risks are taken, client relationship, and affordability of the client. The rate/fee should also be discussed with the dean of the college for approval.



9. The fee earned as a result of Faculty Consulting will be distributed among the parties involved based on the actual fees charged and collected according to the following:
- 20% to ADU for partial cost recovery
  - 60% to faculty consultants in ADDITION to their regular salary payments, and
  - 20% of the balance of this fee will be banked and re-distributed back to the budget of the faculty's department as a discretionary fund.

### **Benefits to Abu Dhabi University**

1. Engagement in Community service (the key component of the mission statement)
2. Build reputation of ADU
3. Expand professional capabilities of faculty
4. Add a new source of revenue
5. Can lead to research opportunities

### **Exceptions**

For any conditions/circumstances and/or exceptions outside the conditions stated in this policy, a request shall be presented to the Board of Directors for decision.

### **Authorization**

This policy was authorized by the **University Chancellor:**

*Waqar Ahmad*

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24 June 2020

**Date**

## APPENDIX 1 CLIENT CONSULTANCY SERVICE AGREEMENT TEMPLATE

### Consultancy Services Agreement

#### Abu Dhabi University

and

[ ] [ ] 2010

**This Consultancy Services Agreement** (the '**Agreement**') is made on this [ ] day of [ ]

by and between:-

ABU **DHABI UNIVERSITY** of P.O. Box 59911, Abu Dhabi, U.A.E. ('**ADU**')

and

2. [ ] of [ ] (the '**User**')

(each a '**Party**' and together the '**Parties**')

#### Recitals

- A. Whereas ADU employs [ ] in the capacity of [ ] (the '**Consultant**');
- B. Whereas the User wishes to have access to and make use of the knowledge, experience, skills and services of the consultant;
- C. Whereas ADU is prepared to permit the User to have access to and make use of the knowledge, experience, skills and services of the consultant on and subject to the terms provided in this Agreement.

**NOW THEREFORE** in consideration of the mutual promises set forth herein the Parties have agreed as follows:

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

'**Agreement**' means this Agreement together with its recitals and schedule;

'**Business Day**' means a day other than a Friday or Saturday or public holiday in Abu Dhabi, U.A.E.;

'**Confidential Information**' means all information which is used in or otherwise relates to the business, customers or financial or other affairs of either Party, including, without limitation, information relating to:

- (a) the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials; or
- (b) future projects, business development or planning, commercial relationships and negotiations;

but does not include information which is made public by, or with the consent of, the person owning such Confidential Information;

'**Dirhams**' or '**AED**' means United Arab Emirates Dirhams;

'**Fee**' means the fee payable to ADU by the User for the performance of the Services by the consultant as provided in clause 3; and

'**Services**' means the Services to be provided to the User by the consultant pursuant to the terms of this Agreement and as detailed in the Schedule.

1.2 In this Agreement, a reference to:

- 1.2.1 liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;
- 1.2.2 a legal provision includes a reference to the legal provision as modified or re-enacted or both from time to time before the date of this Agreement and any regulations, decrees or orders made under the legal provision (as so modified or re-enacted) before the date of this Agreement;

- 1.2.3 a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership or joint participation (whether or not having separate legal personality);
- 1.2.4 an individual includes a reference to that individual's legal personal representatives, successors and permitted assigns;
- 1.2.5 a clause, paragraph or Schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or Schedule to, this Agreement;
- 1.2.6 times of the day is to Abu Dhabi, U.A.E. time; and
- 1.2.7 the singular includes a reference to the plural and a reference to any gender includes all other genders.
- 1.3 The headings in this Agreement do not affect its interpretation.

## **SERVICES**

- 2.1 Subject to the terms of this Agreement, ADU agree to make the consultant available to the User for the performance of the Services.
- 2.2 The Services shall be performed:
- (a) at such times (not to exceed in aggregate [ ] hours per Week) as the Parties may agree; and
- (b) at the private home location of the consultant and/or at the premises of the User or, subject to the prior written approval of ADU, at such other location as the User and the Consultant may agree
- 2.3 No increase in or amendment to the scope of the Services or the timing of their performance or delivery shall be permitted without the prior written consent of ADU, which agreement shall be granted or withheld at the sole discretion of ADU.

## **FEE**

- 3.1 In consideration of ADU making the consultant available to the User as provided in this Agreement, the User agrees to pay to ADU a fee (the '**Fee**') of [ ] Dirhams (AED [ ]).
- 3.2 The Fee shall be payable in [ ] equal instalments, without deduction, withholding or setoff, the first such installment being payable on the first day of the calendar month immediately following the date of signing of this Agreement and subsequent instalments being payable on the first day of each succeeding calendar month / [ *alternative payment mechanism*].

- 3.3 In the event that any installment of the Fee is not paid on the date use for payment, ADU shall be entitled, without prejudice to its other rights contained in this Agreement or otherwise available at law, to charge interest on such overdue amount at the rate of one percent (1%) per calendar month from the due date for payment until the actual date of payment.

#### **4. TERM AND TERMINATION**

- 4.1 This Agreement shall come into effect on the date of signing by the Parties and, unless terminated earlier, shall terminate on the earlier of:
- [Date]; and
  - the date of Completion of the Services.
- 4.2 In the event that:
- any installment of the fee remains unpaid (whether demanded or not) for a period of ten (10) Business Days after the due date for the payment thereof; or
  - the User commits a material breach of any obligation pursuant to this Agreement and (in the case of a breach capable of remedy) remains in breach after being required in writing by ADU to remedy such breach; or
  - the User becomes insolvent or commences liquidation proceedings otherwise for the purposes of reorganization; or
  - the consultant ceases to be employed by ADU

ADU shall be entitled to terminate this Agreement forthwith upon written notice to the User.

- 4.3 Without prejudice to the other provisions of this clause 4, ADU shall be entitled to terminate this Agreement in its sole discretion upon twenty (20) Business Days' written notice to the User.

#### **5. NO WARRANTY**

- 5.1 The User expressly agrees and acknowledges that ADU gives no warranty as to the nature, quality, completeness or suitability for any purpose (whether known to ADU or not) of the Services to be provided by the consultant.

#### **6. LIABILITY AND INDEMNITY**



- 6.1 To the fullest extent permitted by law, ADU shall have no liability to the User for any loss or damage of whatever nature that the User may suffer or incur as a result of any performance, mis-performance or non-performance of the Services by the consultant and the User releases ADU from any and all such liability.
- 6.2 The User shall fully indemnify and keep indemnified ADU in respect of any death of or injury to any person or any loss of or damage to any property to the extent caused by or arising from the performance, mis-performance or non-performance of the Services by the consultant.
- 6.3 The User shall bear and discharge, and shall fully indemnify and keep indemnified ADU in respect of, any and all taxes, duties, levies and imposts payable to any governmental agency and arising from the existence of this Agreement and/or the performance, mis-performance or non-performance of the Services by the consultant.

## **[7. INTELLECTUAL PROPERTY**

- 7.1 All intellectual property rights in any work or invention created or developed as a result of the Services shall belong exclusively to ADU and the User shall render all such assistance as ADU may require in order to procure that ADU becomes and remains the registered proprietor of such intellectual property rights.

## **8. CONFIDENTIAL INFORMATION**

- 8.1 Each Party undertakes to the other that it shall:
- 8.1.1 not use or disclose to any person Confidential Information; and
- 8.1.2 make every effort to prevent the use or disclosure of Confidential Information.
- 8.2 Clause 8.1 does not apply to disclosure of Confidential Information:
- 8.2.1 to a director, officer or employee of either Party whose function requires him to have the Confidential Information;
- 8.2.2 required to be disclosed by law or by a governmental authority or other authority with relevant powers to which either Party is subject or submits, whether or not the requirement has the force of law provided that the disclosure shall so far as is practicable be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or dispatch; or
- 8.2.3 to an adviser for the purpose of advising either Party provided that such disclosure is essential and is on the basis that clause 8.1 applies to the disclosure by the adviser.

## **9. NON-SOLICITATION**

9.1 For a period of [ ] ([ ]) years starting on the date of this Agreement, the User shall not engage, employ or solicit the consultant or contact the consultant with a view to his engagement or employment by another person without the prior written consent of ADU.

## **10. COSTS**

10.1 Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.

## **11. GENERAL**

11.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

11.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

11.3 Except to the extent that they have been performed and except where this Agreement provides otherwise, the obligations contained in this Agreement remain in force after termination.

11.4 This Agreement and each document referred to in it constitute the entire agreement and supersede any previous agreements between the Parties relating to the subject matter of this Agreement.

11.5 The Parties shall promptly execute such documents and take such actions as may be reasonably necessary or desirable in order to give effect to the transactions contemplated by this Agreement.

## **12. ASSIGNMENT**

12.1 The User shall not be permitted to assign any of its rights hereunder without the prior written consent of ADU.

### 13. **NOTICES**

- 13.1 A notice or other communication under or in connection with this Agreement (a '**Notice**') shall be:
- 13.1.1 in writing; and
- 13.1.2 delivered personally or sent by pre-paid mail or by fax to the Party due to receive the Notice to the address set out in clause 13.3 or to another address specified by that Party.
- 13.2 Unless there is evidence that it was received earlier, a Notice is deemed given if:
- 13.2.1 delivered personally, when left at the address referred to in clause 13.1.2;
- 13.2.2 sent by mail, two when received; and
- 13.2.3 sent by sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine, provided that if it is transmitted after business hours it will be deemed given on the next business day.
- 13.3 The address referred to in clause 13.1.2 is:

<b>Name of Party</b>	<b>Address</b>	<b>Facsimile No.</b>	<b>Marked for the attention of</b>
Abu Dhabi University	P.O. Box 59911 Abu Dhabi U.A.E.		

### 14. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of Abu Dhabi, U.A.E. as applied by the Civil Courts thereof.
- 14.2 In the event of any dispute, controversy or claim arising from this Agreement or matters related thereto the same shall be referred to arbitration before three (3) arbitrators to be chosen from the approved list/panel of arbitrators maintained by Abu Dhabi Commercial Conciliation and Arbitration Centre ('**ADCCAC**') at the relevant time. Each Party shall appoint one (1) arbitrator with the third arbitrator to be chosen mutually by the two (2) arbitrators previously chosen. In the event that (a) either Party shall fail to appoint its arbitrator and/or (b) the arbitrators so chosen by the Parties shall fail to appoint the third arbitrator then the then Chairman of ADCCAC shall appoint the arbitrator(s) in question.



The procedural and other aspects of such arbitration shall be governed by the regulations of ADCCAC in force at such time. All arbitration proceedings are to take place in Abu Dhabi, U.A.E. in the English language except to the extent that compliance with the U.A.E. formalities may so require. The decision of such arbitration shall be final and binding upon the parties hereto (and enforceable against them. The said arbitrators may award legal fees and expenses as they think fit.

**IN WITNESS WHEREOF** this Consultancy Services Agreement has been executed by the Parties hereto or their duly authorized representatives on the day, month and year first above written.

.....  
**For: Abu Dhabi University**

.....  
**For: [    ]**

**APPENDIX 2  
FACULTY CONSULTANCY  
RELEASE AGREEMENT TEMPLATE**

**Consultancy Release Agreement**

**Abu Dhabi University**

and

[ ]

[ ] 2010

**This Consultancy Release Agreement** (the '**Agreement**') is made on this [ ] day of [ ]

by and between:-

1. **ABU DHABI UNIVERSITY** of P.O. Box 59911, Abu Dhabi, U.A.E. ('**ADU**')

and

2. [ ] of [ ] (the '**Employee**')

(each a '**Party**' and together the '**Parties**')

**Recitals**

- A. Whereas ADU currently employs the Employee in the capacity of [ ] pursuant to a contract of employment dated [ ] (the '**Contract of Employment**');
- B. Whereas [ ] (the '**User**') wishes to have access to and make use of the knowledge, experience, skills and services of the Employee and ADU is willing to permit the same pursuant to the terms of a Consultancy Services Agreement (the '**Consultancy Agreement**') to be entered into between ADU and the User in the form attached to the Schedule;

- C. Whereas the Employee is willing to perform Services (as defined in the Consultancy Agreement) for the User.
- D. Whereas ADU and the Employee wish to record certain terms relating to the performance of Services by the Employee.

**NOW THEREFORE** in consideration of the mutual promises set forth herein the Parties have agreed as follows:

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

'**Agreement**' means this Agreement together with its recitals and schedule;

'**Business Day**' means a day other than a Friday or Saturday or public holiday in Abu Dhabi, U.A.E.;

'**Confidential Information**' means all information which is used in or otherwise relates to the business, customers or financial or other affairs of the User, including, without limitation, information relating to:

- (a) the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials; or
- (b) future projects, business development or planning, commercial relationships and negotiations;

but does not include information which is made public by, or with the consent of, the person owning such Confidential Information;

'**Dirhams**' or '**AED**' means United Arab Emirates Dirhams;

'**Fee**' means the fee payable to the Employee by ADU for the performance of the Services by the Employee as provided in clause 3;

'**Services**' means the Services to be performed for the User by the Employee pursuant to the terms of the Consultancy Agreement.

1.2 In this Agreement, a reference to:

1.2.1 liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;

1.2.2 a legal provision includes a reference to the legal provision as modified or re-enacted or both from time to time before the date of this Agreement and any regulations, decrees or orders made under the legal provision (as so modified or re-enacted) before the date of this Agreement;

1.2.3 a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership or joint participation (whether or not having separate legal personality);

1.2.4 an individual includes a reference to that individual's legal personal representatives, successors and permitted assigns;

1.2.5 a clause, paragraph or Schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or Schedule to, this Agreement;

1.2.6 times of the day is to Abu Dhabi, U.A.E. time; and

1.2.7 the singular includes a reference to the plural and a reference to any gender includes all other genders.

1.3 The headings in this Agreement do not affect its interpretation.

## **2. SERVICES**

2.1 Subject to the terms of this Agreement, the Parties agree that the Employee shall be released from his obligations to perform services solely for ADU pursuant to the Contract of Employment and shall be made available to the User for the performance of the Services in accordance with the Consultancy Agreement.

2.2 The Services shall be performed at the sole risk of the Employee and ADU shall have no liability in respect thereof.

## **3. FEE**

3.1 In consideration of the performance of the Services by the Employee, ADU agrees to pay to the Employee a fee (the '**Fee**') \_\_\_\_\_ of each net sum received by ADU from the User in respect of the Services performed by the Employee pursuant to the Consultancy Agreement.

- 3.2 The Fee shall be payable by ADU in Dirhams within five (5) Business Days of receipt of funds by ADU from the User in respect of Services performed pursuant to the Consultancy Agreement.

#### **4. TERM AND TERMINATION**

- 4.1 This Agreement shall come into effect on the date of signing by the Parties and shall terminate automatically on the date of termination of the Consultancy Agreement.

#### **5. CONFIDENTIAL INFORMATION**

- 5.1 The Employee undertakes to maintain in the strictest secrecy any and all Confidential Information that may come into his possession as a result of the performance of Services for the User.

#### **6. INTELLECTUAL PROPERTY**

- 6.1 All intellectual property rights in any work or invention created or developed as a result of the Services shall belong exclusively to ADU and the User shall render all such assistance as ADU may require in order to procure that ADU becomes and remains the registered proprietor of such intellectual property rights.]

#### **7. CONTRACT OF EMPLOYMENT AFFIRMED**

- 7.1 Save as provided in this Agreement the Contract of Employment and all documents, policies and procedures referred to therein shall remain in full force and effect and binding on the Parties.

#### **8. GENERAL**

- 8.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 8.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies.

No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

- 8.3 Except to the extent that they have been performed and except where this Agreement provides otherwise, the obligations contained in this Agreement remain in force after termination.
- 8.4 This Agreement and each document referred to in it constitutes the entire agreement and supersedes any previous agreements between the Parties relating to the subject matter of this Agreement.



8.5 The Parties shall promptly execute such documents and take such actions as may be reasonably necessary or desirable in order to give effect to the transactions contemplated by this Agreement.

**9. GOVERNING LAW AND DISPUTE RESOLUTION**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Abu Dhabi, U.A.E. as applied by the Civil Courts thereof.

9.2 In the event of any dispute, controversy or claim arising from this Agreement or matters related thereto the same shall be referred to arbitration before three (3) arbitrators to be chosen from the approved list/panel of arbitrators maintained by Abu Dhabi Commercial Conciliation and Arbitration Centre ('**ADCCAC**') at the relevant time. Each Party shall appoint one (1) arbitrator with the third arbitrator to be chosen mutually by the two (2) arbitrators previously chosen. In the event that (a) either Party shall fail to appoint its arbitrator and/or (b) the arbitrators so chosen by the Parties shall fail to appoint the third arbitrator then the then Chairman of ADCCAC shall appoint the arbitrator(s) in question. The procedural and other aspects of such arbitration shall be governed by the regulations of ADCCAC in force at such time. All arbitration proceedings are to take place in Abu Dhabi, U.A.E. in the English language except to the extent that compliance with the U.A.E. formalities may so require. The decision of such arbitration shall be final and binding upon the parties hereto (and enforceable against them. The said arbitrators may award legal fees and expenses as they think fit.

**IN WITNESS WHEREOF** this Consultancy Release Agreement has been executed by the Parties hereto or their duly authorized representatives on the day, month and year first above written.

.....  
**For: Abu Dhabi University**

.....  
**Employee Signature**