

Sarah Cremin

From: President - Maynooth University <president@mu.ie>
Sent: Monday 29 July 2019 11:48
To: Public Accounts Committee
Cc: Michael O Malley; Rosaleen McCarthy; President - Maynooth University; VPA/Registrar Maynooth University; Ray O'Neill
Subject: RE: Correspondence from the Public Accounts Committee - Maynooth University
Attachments: PAC32-I-1505 and PAC32-I-1522 Maynooth University 29 07 2019 .pdf
Categories: Green Category

Dear Ms Fallon and Mr Fannin,

I refer to your correspondence of 4 July 2019 and 15 July 2019, on behalf of the Committee of Public Accounts, requesting an information note and detailed clarifications on the investment by Maynooth University, by way of a loan, in a subsidiary, an investment which will not now be recovered, and also requesting information on any use of zero hours contracts or engagement of employees on an occasional basis by the University.

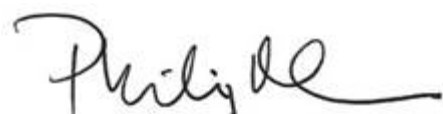
The information and clarifications requested are set out in detail in the accompanying information note.

While the provision in relation to the impairment of the loan to the subsidiary represents a real and regrettable loss to the University, we set out in the attached note why we believe the decision to make this investment was appropriate, based on the information and advice available at the time.

The University does not engage persons on zero-hours contracts, and believes its engagement of staff on an occasional basis is necessary, appropriate, fair, and in compliance with relevant legislation.

The University will be happy to provide any further information or clarification the Committee may require.

Yours sincerely,



Professor Philip Nolan
President | Uachtarán



Maynooth University, Maynooth, Co. Kildare, Ireland.
Ollscoil Mhá Nuad, Maigh Nuad, Co. Chill Dara, Éire
T: +353 1 7083895
E: president@mu.ie
W: www.maynoothuniversity.ie

From: Public Accounts Committee <PAC@oireachtas.ie>
Sent: 15 July 2019 10:58

To: 'grainne.m.colgan@mu.ie'; 'president@mu.ie'

Subject: FW: Correspondence from the Public Accounts Committee

Ms Colgan, apologies, additional letter attached.

Please revert if you require further information.

With regards,

Pat.

Pat Fannin | Committee of Public Accounts
Houses of the Oireachtas | Kildare House | Dublin 2 | D02 XR20
T: +353 1 6184123
<https://www.oireachtas.ie/>

Cuireann Seirbhís Thithe an Oireachtais fáilte roimh chomhfhreagras i nGaeilge.

From: Public Accounts Committee
Sent: 15 July 2019 10:52
To: 'grainne.m.colgan@mu.ie'; 'president@mu.ie'
Cc: Public Accounts Committee
Subject: FW: Correspondence from the Public Accounts Committee

Ms Colgan, as per telephone call from the Secretariat on Friday.

As well as the information requested by the Committee in the letter dated 4 July (PAC32-I-1505), the Committee requests additional information as per attached letter (PAC32-I-1522).

Please confirm that this letter will be brought to the attention of the President and the Chairperson of the Governing Authority.

Please revert if you require further information.

With regards,

Pat.

Pat Fannin | Committee of Public Accounts
Houses of the Oireachtas | Kildare House | Dublin 2 | D02 XR20
T: +353 1 6184123
<https://www.oireachtas.ie/>

Cuireann Seirbhís Thithe an Oireachtais fáilte roimh chomhfhreagras i nGaeilge.

From: Public Accounts Committee
Sent: 04 July 2019 17:10
To: 'grainne.m.colgan@mu.ie'; 'president@mu.ie'
Subject: Correspondence from the Public Accounts Committee

Dear Ms. Colgan,

Please find attached correspondence from the Public Accounts Committee.

Kind regards,

Éilis Fallon

Éilis Fallon | Committee of Public Accounts
Houses of the Oireachtas | Kildare House | Dublin 2 | D02 XR20
T: +353 1 618 3074
<https://www.oireachtas.ie/>

Oireachtas email policy and disclaimer.

<http://www.oireachtas.ie/parliament/about/oireachtasemailpolicyanddisclaimer/>

Beartas ríomhphoist an Oireachtais agus séanadh.

<http://www.oireachtas.ie/parliament/ga/eolas/beartasriomhphoistanoireachtaisagusseanadh/>



Ollscoil Mhá Nuad
Maynooth University

Maynooth University response to questions from the Committee of Public Accounts issued following meetings on 27th June 2019 and 11th July 2019.

29th July 2019

Executive Summary

The Committee of Public Accounts, at its meeting of Thursday 27 June, 2019, considered the 2018 Financial Statements of Maynooth University. The Committee noted a provision of €750,000 in the statement of comprehensive income and expenditure in relation to impairment of a loan to Innovation Value Services Limited, a wholly-owned subsidiary company set up by Maynooth University to leverage the intellectual property generated by the Innovation Value Institute, provide access to research and development, and deliver consultancy and training services to indigenous and international enterprises and organisations on a commercial basis

The Committee requested, by letter of 4 July 2019 an information note providing details of the background to how the loan was approved, what arrangements were in place to ensure it was prudent to approve the loan, and the implications for the finances of the University now that the loan is impaired.

The Committee subsequently received a number of items of correspondence relating to issues at the University. These items were discussed by the Committee at its meeting of 11th July 2019. The Committee, by letter of 15th July 2019, requested clarification on a range of additional questions with regard to Innovation Value Services Limited, and the use of zero-hours contracts and occasional employees within the University.

This information note sets out

- in Section A, the background to the decision to establish Innovation Value Services Limited and to invest in the subsidiary by way of a loan, how the loan was approved, what arrangements were in place to ensure it was prudent to approve the loan, and the implications for the finances of the University now that the provision has been made for the impairment of the loan;
- in Section B, the clarifications in relation to the specific issues and questions in relation to the loan to Innovation Value Services Limited, and policy and practice on zero-hours contracts and occasional employees.

The position of the University can be summarised in the following terms:

- The decision to establish Innovation Value Services Limited was appropriate and prudent, was in pursuit of the core objects and functions of the University, and aligned with government policy to commercialise university research and create employment;
- The primary purposes of Innovation Value Services Limited were to provide access to research and development, and consultancy and training services for indigenous and international enterprises and organisations on a commercial basis, to support research and knowledge transfer in partnership with industry, and to create jobs; a subsidiary objective was to generate a commercial return for the University;
- The business case for Innovation Value Services Limited was robustly tested, including external review;
- The decision to invest in Innovation Value Services Limited by way of a loan was made appropriately and prudently in accordance with the Universities Act, 1997 and policies as determined by the Governing Authority;
- The University's initial investment supported the appointment of staff to Innovation Value Services Limited, professionals and experts who delivered research-based services to firms and organisations, using the intellectual property developed by IVI; thus jobs were created, services delivered, and competitiveness enhanced;
- The Governing Authority were appropriately informed of developments in a timely manner;
- When it became clear that Innovation Value Services Limited was not performing to expectations, the management of the University moved promptly to address the issues and ultimately to limit the losses to the University;
- Nonetheless, the provision of €750,000 against the impairment of the loan to Innovation Value Services Limited represents a real and regrettable loss to the University;
- The impairment will not impact on education or services to students, but will reduce the University's capacity for research and knowledge transfer;
- On foot of the recent Review of the Effectiveness of Governing Authority, and with regard to the 2019 Code of Governance for Irish Universities, the Governing Authority will be considering its reserved and delegated powers in a number of areas, including the establishment of subsidiary companies;
- As a matter of policy, Maynooth University does not engage persons on zero hour contracts.
- Maynooth University can confirm that it is in compliance with legislation for individuals engaged on a permanent or fixed term basis. With effect from 1st September 2019, all occasional staff will be engaged in accordance with the newly enacted Employment (Miscellaneous Provisions) Act 2018.

Section A: University decision to establish and invest in Innovation Value Services Limited

The core of this matter is the establishment of a commercial spin-out company by Maynooth University, and the decision to invest directly (by way of a loan) in a business plan to develop the company, thus retaining 100% ownership by the University.

The Innovation Value Institute (IVI) was founded at Maynooth University in 2006. IVI is a research institute, a partnership between academic researchers and industry practitioners, aimed at increasing the value of information technology to organisations and businesses. IVI researches how information technology can be used to make organisations and enterprises more innovative, more effective, and more competitive. It operates as an open innovation consortium, and engages with

public sector organisations and industry from small enterprises to major multinationals. Services Innovation is a national priority area for research, and the industry collaboration research programme won significant competitive funding from Enterprise Ireland and IDA (as a Technology centre) and the European Commission, as well as direct industry co-funding.

Between 2010 and 2014, IVI attracted in excess of €10.4m external research and development funding, including €5m from EI/IDA (as a Technology Centre), €715k from EU and other non-Irish sources, and €4.7m from over 180 industry partners (for research, training and assessments).

In addition, the knowledge and expertise developed through the research programme have contributed to the teaching in the University, and directly underpins a postgraduate course in IT enabled innovation in the MU School of Business.

A 2018 review of the research centre, conducted on behalf of Enterprise Ireland, concluded that the Economic Value Add (EVA) was such that, between 2014 and 2019, the Irish economy had accrued a return of €1.43 for every €1 invested by Enterprise Ireland in the research (equivalent to a €3.2M gain), and that by 2023 this is expected to rise to €4.54 net return per €1 invested.

The IVI research programme evolved successfully to the point where significant know-how had been developed by the university, and the research base was being used to deliver a range of innovation services to member companies. In 2014/15 it was proposed that it would be beneficial to deliver these innovation services more widely through a dedicated subsidiary company, and that this would be consistent with national policy on promoting innovation and enterprise

The primary objective in establishing the subsidiary was to provide research and development services to firms, particularly in Ireland, to allow them to generate business value from information technology, to innovate and remain ahead of the curve, and thus be more competitive; a second objective was to create jobs; and the final objective was to generate a commercial return for the university to reinvest in research and innovation. These objectives are consistent with university legislation and with government policy.

The decision to establish the subsidiary was supported by independent expert advice. However, a self-sustaining business operation has not been achieved in the timeframe provided for, and so provision has been made to write-off the investment in the University Financial Statements. The intellectual property that was licensed for exploitation to Innovation Value Services Limited, and the business development work undertaken by Innovation Value Services Limited, now reverts to the University.

Relevant legislation and national policy

The establishment of the subsidiary, Innovation Value Services Limited, was consistent with and in pursuit of core objectives and functions of the University as set out in the Universities Act, 1997, and government policy on research, innovation and enterprise development.

The Universities Act, 1997, Section 12 sets out the objectives of a university in the following terms:

“12.—The objects of a university shall include—

(a) to advance knowledge through teaching, scholarly research and scientific investigation,

(b) to promote learning in its student body and in society generally,

- (c) to promote the cultural and social life of society, while fostering and respecting the diversity of the university's traditions,*
- (d) to foster a capacity for independent critical thinking amongst its students,*
- (e) to promote the official languages of the State, with special regard to the preservation, promotion and use of the Irish language and the preservation and promotion of the distinctive cultures of Ireland,*
- (f) to support and contribute to the realisation of national economic and social development,*
- (g) to educate, train and retrain higher level professional, technical and managerial personnel,*
- (h) to promote the highest standards in, and quality of, teaching and research,*
- (i) to disseminate the outcomes of its research in the general community,*
- (j) to facilitate lifelong learning through the provision of adult and continuing education, and*
- (k) to promote gender balance and equality of opportunity among students and employees of the university.”*

Section 13 of the Act sets out the functions of a university.

“13.—(1) The functions of a university are to do all things necessary or expedient in accordance with this Act and its charter, if any, to further the objects and development of the university.

(2) Without limiting the generality of subsection (1), a university—

- (a) shall provide courses of study, conduct examinations and award degrees and other qualifications,*
- (b) shall promote and facilitate research,*
- (c) may establish by incorporation in the State or elsewhere, or participate in the establishment of, such trading, research or other corporations as it thinks fit for the purpose of promoting or assisting, or in connection with the functions of, the university,*
- (d) may collaborate with educational, business, professional, trade union, Irish language, cultural, artistic, community and other interests, both inside and outside the State, to further the objects of the university,*
- (e) shall maintain, manage and administer, and may dispose of and invest, the property, money, assets and rights of the university,*
- (f) may collaborate with graduates, convocations of graduates and with associations representing graduates of the university both inside and outside the State,*
- (g) may purchase or otherwise acquire, hold and dispose of land or other property, and*
- (h) may accept gifts of money, land or other property on the trusts and conditions, if any, not in conflict with this Act, specified by the donor.*

Innovation Value Services Limited was thus established in accordance with Section 13(2)(c) of the Universities Act, 1997, in pursuit of the research and external collaborative functions of the University as set out in Sections 13(2)(b) and 13(2)(d), and in pursuit of the objects of the University as set out in Sections 12(f) *“to support and contribute to the realisation of national economic and social development*, 12(g) *“to educate, train and retrain higher level professional, technical and managerial personnel”* and Section 12 (i) *“to disseminate the outcomes of its research in the general community”*.

National innovation policy is set out in the *Innovation 2020* strategy of the Department of Business, Enterprise and Innovation¹, which sets a target of achieving 40 spin out companies per annum from the country’s research base by 2020. The National Intellectual Policy (IP) Protocol, the first version of which was published in 2012, and which was revised in 2016 and 2019, sets out the expectations of knowledge transfer from research that is funded from public and private sources. The 2016 edition states in Section 1.0 Policy (p.11) that:

“1. Ireland aims to provide an exemplary innovation ecosystem that creates economic and societal benefits. This includes the promotion of entrepreneurship, high potential start-ups and job creation by new and established firms. An essential condition for this is a user-friendly system that enables industry and the public research sector to work well together and which encourages the commercialisation of all forms of Intellectual Property (‘IP’) arising from publicly-funded research.

4. The purpose of this commercialisation, from Ireland’s point of view, is to maximise the economic and societal benefits and returns to Ireland from its public investment in research.

5. The primary objective of commercialisation is the creation of sustainable jobs in Ireland. This is the most important form of economic and societal benefit.

10. Where there are opportunities to commercialise the IP arising from RPO research, then all parties shall pursue commercialisation of that IP in a timely manner.

11. RPOs shall pursue commercialisation, keeping in mind the objective to create economic and societal benefit for Ireland through the creation of sustainable jobs. This can be achieved in a number of ways, including:

- Creating licensing opportunities for all types of enterprise, thereby creating employment and a more competitive and sustainable economy in Ireland.*
- Supporting the creation of spin out companies, with the potential for job creation in Ireland.*
- Attracting and maintaining foreign direct investment in Ireland, with its potential for economic growth and job creation.*

¹ <https://dbei.gov.ie/en/Publications/Publication-files/Innovation-2020.pdf>

12. In some situations, RPOs will need to decide which of these three mechanisms takes precedence, making informed judgments about which specific approach will maximise overall economic and societal benefits for Ireland.”

The 2018 OECD Economic Survey of Ireland² noted that Ireland’s economy was strongly dependent on Foreign Direct Investment, and that rates of start-up formation were low by international standards. The limited ability of indigenous companies to increase productivity through adoption of digital technologies was a particular factor. It is this very set of needs that IVI research supports, and Innovation Value Services Limited was established to address.

Innovation Value Services Limited was thus established to allow core innovation and training objectives and functions of the University to be conducted in partnership with industry on a commercial basis, in accordance with the provisions of the Universities Act, 1997 and in support of national goals and policies in research, knowledge transfer, commercialisation and enterprise development.

Establishment of Innovation Value Services Limited, and approval of loan

In 2006 Maynooth University established the Innovation Value Institute (IVI) as a research consortium of academic, industry and public sector partners with the objective of better understanding and co-developing information technology solutions for business needs.

Between 2006 and 2014 the University made a net investment of €320,000 in developing this research area (mainly funding academic and administrative staff to work on research and development). IVI was successful in securing research and innovation funding from national and European agencies, as well as direct funding from 180 partner organisations. Between 2010 and 2014 IVI attracted in excess of €10.4m external research and development funding, including €5m from EI/IDA (as a Technology Centre), €715k from EU and other non-Irish sources, along with €4.7m from enterprise partners (for membership, research , training and assessments).

The research programme evolved successfully to the point where significant know-how and intellectual property had been developed by the university, and the research base was being used to deliver a range of innovation services to member companies. In 2014/15 it was proposed that it would be beneficial to deliver these innovation services more widely through a dedicated subsidiary limited company, and that this would be consistent with national policy on promoting innovation.

MU’s main reasons for deciding that establishing a company as the most appropriate route for commercialisation of the IVI intellectual property and know-how were that:

- (i) while IVI, as an open innovation consortium, provided for excellent research and knowledge transfer between members, it was constraining growth and limiting the dissemination of knowledge and exploitation of the intellectual property outside the membership of the consortium,
- (ii) a university was not well set up to optimally deliver commercial services (requiring marketing, sales, commercial revenue collection, etc).
- (iii) delivering commercial services entails commercial risks and liabilities, that it would be preferable for a university not to be fully exposed to such risks and liabilities.

² <https://www.oecd.org/eco/surveys/Ireland-2018-OECD-economic-survey-overview.pdf>

- (iv) a separate legal entity was required if any third party sought to invest in the company or if it was decided to sell the company at a future date.

Before deciding to establish the company, the University procured a report from PwC to provide a review of expenditure to date on IVI's commercial-type activities, and an analysis of a business plan developed by IVI management. The business plan was ambitious, targeting a ten-fold scaling of IVI services activities in a relatively short time. The PwC report advised against the initial business plan, which projected an investment requirement of €1.25M, as overly optimistic in its projections.

The business plan was then revised and scaled down, projecting a requirement for approximately €700,000 of funding over three years and PwC concluded that *"the value placed on IT-CMF by its members, the background research funding, the evidence of demand from the wider market, the opportunities around moving to a digital platform and the credibility provided by its high profile membership suggests that, if the subsequent detailed business plan shows an investment requirement in the range of that indicated in Table 3 [€695,000 over 3 years], then Maynooth University should proceed."* The projection was that breakeven could be achieved in the third year of operation, at a scale that would support future profitability, and a return on investment to the University. The original Table 3 from that report is included below:

Table 3– Indicative IVI Commercial Services Forecasts & Return for Maynooth University

	2014	2015 'as is'	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue							
Traditional	1,108	1,179	1,400	1,400	1,400	1,400	1,400
Digital				493	841	1,702	2,744
Total	1,108	1,179	1,400	1,893	2,241	3,102	4,144
Cost of Sales	605	566	672	706	1,024	1,240	1,575
GROSS MARGIN	504	613	728	1,187	1,217	1,862	2,569
Other Costs	703	610	915	1,273	1,322	1,600	1,718
OPERATING MARGIN	-199	3	-187	-86	-104	262	851
NET DEFICIT / FUNDING GAP	-320	-317	-504	-591	-695	-433	418
Maynooth University Return							
Current Investment		320					
Loan to New Company			375				
Overall License Income				189	224	310	414
Less: Other IPR Rights Holders				63	75	103	138
Loan Repayments						50	50
Stake in New Company			100%	100%	24%	24%	24%
Overall Maynooth Return				126	149	257	326
NET INVESTMENT		(320)	(695)	(569)	(420)	(163)	163

The strategic leadership and management of the University is the function of the President, supported by a senior management committee, the University Executive. The Fourth Schedule of the Universities Act 1997 states that *"The chief officer of a university shall, subject to this Act, manage and direct the university in its academic, administrative, financial, personnel and other activities and for those purposes has such powers as are necessary or expedient."* and goes on to state that *"In performing his or her functions the chief officer shall be subject to such policies as may be determined from time to time by the governing authority and shall be answerable to the*

governing authority for the efficient and effective management of the university and for the due performance of his or her functions.” The Governing Authority has specific reserved powers set out in the Universities Act, 1997, and also, in accordance with the principles of good governance, the Governing Authority has set out its full reserved powers in the form of a regulation adopted 20th June 2005, which also indicates that any powers not reserved to the Governing Authority are delegated to the President. The establishment of, and investment in, subsidiary companies were not reserved by the Governing Authority. The major management decision-making body of the University is the University Executive, a group of senior academics and professionals chaired by the President which normally meets weekly, and oversees the strategic management of the University, including major initiatives and resource allocation decisions, within an overall budget approved by Governing Authority. The decision to establish Innovation Value Services Limited, and to invest in the company by way of a loan, was thus made by the University Executive, on the recommendation of the Vice President for Research and Innovation, in accordance with Section 13(c) and the Fourth Schedule of the Universities Act 1997.

An initial investment of €410,000, in the form of a loan, to operationalise Innovation Value Services Limited was approved by the University Executive in October 2015. An analysis of the risks was considered by the University Executive at that time. It was decided the investment should be by way of loan rather than by way of equity.

In May 2016 a further investment of €300,000 to cover additional staff costs and cash flow requirements was approved by the University Executive. This additional investment was deemed necessary in order to provide commercial expertise that the company would require for successful implementation of the business plan. In addition, €40,000 was allocated to Innovation Value Services Limited for cash flow reasons. This brought the overall approved investment to €750,000.

It should be noted that the initial University investment to establish the company supported the appointment of staff to the company, professionals and experts who delivered research-based services to firms and organisations, using the intellectual property developed by IVI; thus jobs were created, services delivered, and competitiveness, effectiveness and innovation enhanced within those firms and organisations.

In the first full year of operation (2016/17), income was on an upward trajectory and prospects appeared strong. However, this was not sustained into year two (2017/18). It became clear during that year that either (i) further investment would be required or (ii) that costs should be managed downwards. Nonetheless, there was still a reasonable expectation that sustainability could be achieved with a leaner organisation. On 20th March 2018 the University Executive approved the deferral of commencement of capital repayments on the loan to December 2019. The Executive also agreed that royalty payments stipulated in the licence agreement for the first two years of operation would be permanently waived. The likelihood of requiring a further waiver of royalties for one additional year was noted.

The University Executive continued to monitor the performance of the company through the latter part of 2018 and into 2019. It became clear that breakeven would not be achieved in year 3 of operation, or that revenues would not grow in line with expectations, and that overall the approach taken had not been successful. Although costs had been managed to keep within the parameters of the agreed business plan, it became clear that some enterprise members, who had valued being part of a joint research endeavour, now felt that they were being regarded primarily as revenue-generating customers, and that this commercial relationship was less attractive to many.

In May 2019 the decision was taken by the University Executive not to invest further in the company. The Board of Innovation Value Services Limited met on 18th June 2019 and decided to wind up the company and cease trading by the end of the financial year.

A 2018 review of the IVI research centre, conducted by Frontline consultants on behalf of Enterprise Ireland, concluded that the Economic Value Add (EVA) was such that, up to 2019, Ireland had accrued a return of €1.43 for every €1 invested by Enterprise Ireland in IVI research, and that by 2023 this would rise to €4.54 net return per €1 invested. Start-up companies are inherently risky ventures, with the risks assessed against the potential benefits. The investment by MU in Innovation Value Services Limited was a fully justified attempt to further increase the return to the university and the State. Unfortunately, it was not successful.

An External Review of the Effectiveness of the Governing Authority of Maynooth University, conducted in 2018, noted that the 2012 *Code of Practice for the Governance of Irish Universities* provided (at 2.13.2) that “the establishment of new subsidiaries should require the approval of the governing authority”. The Review went on to note that the decision to establish Innovation Value Services Limited had been made by the University Executive, not Governing Authority, concluding that this was “an oversight rather than a serious breach of compliance”. Nonetheless, in the light of this, and the further provisions of the 2019 Code of Governance, the Governing Authority should review its reserved and delegated powers in a number of areas, including the establishment of subsidiary companies.

Implications for the finances of the University.

While the performance of the company is disappointing, and represents a real loss to the University, it will not have any material impact on students or the services provided to them. The overall loss in Innovation Value Services Limited is less than the amount contributed to the University by IVI, prior to the establishment of the company. If the company had made the anticipated profits, these would have been re-invested in research.

The disappointing outcome has reduced the resources available to the University to support research, but has not reduced expenditure on the services to students.

Section B: Specific clarifications requested by the Committee

The Committee subsequently received a number of items of correspondence relating to issues at the University. These items were discussed by the Committee at its meeting of 11th July 2019. The Committee, by letter of 15th July 2019, requested clarification on a range of additional questions with regard to Innovation Value Services Limited, and the use of zero-hours contracts and occasional employees within the University. The University sets out below responses to each of the seven specific requests.

B1. The correspondence suggests that Maynooth University provided guarantees they would continue to support the company IVI Services and would not seek repayment of the money owed by it; can you confirm that these guarantees were recorded in the subsidiary company accounts for 2017 but were not recorded in the University Financial Statements until 2018? Please provide an explanation for this.

No such guarantee was recorded or required to be recorded in the Financial Statements of Innovation Value Services Limited as none existed at the 30th September 2017 or to the date the Financial Statements were signed (23rd February 2018). A recovery plan had been developed and

approved by the Board of the company which, in the judgement of the University Executive at the time, represented a viable pathway to sustainability. The University Executive agreed to permanently waive the royalties due to the University in relation to the first two years of operation and defer the repayment of the loan until 1st December 2019. This does not constitute a guarantee “to continue to support the company” indefinitely nor a guarantee to “not seek repayment of the money owed”. Rather, it represents an acceptance at the time by the University that revenues were less than expected, and that the company should be given more time to grow revenue before requiring it to repay the loan. Nonetheless, Maynooth University did note in the Consolidated Financial Statements for the year 2016/17, signed off on 26 April 2018, under note 27 (Contingent Liabilities), page 44 *“The University has given written undertakings to support the subsidiary companies at [sic] twelve months from the date of approval of these financial statements”*. This disclosure was made in the knowledge that Maynooth University had, as described above, waived royalties due for the first two years of operation and confirmed that the first capital repayment of the loan was deferred to 1st December 2019.

The amounts due by Innovation Value Services Limited was recorded as a liability in its balance sheet as at 30th September 2017 (Note 12, page 18) and as an asset on the balance sheet of the University (Note 19, page 38). Both items were eliminated on consolidation and therefore did not appear in the Consolidated Financial Statements to 30th September 2017.

It is the belief of Maynooth University that this was disclosed properly in all sets of audited Financial Statements (Innovation Value Services Limited, University and Consolidated) for 2016/17.

The 2017/18 audited Financial Statements of Innovation Value Services Limited were prepared on a going-concern basis as the University Executive had decided, on the 20th March 2018, that no capital repayments would be required on the loan until 1st December 2019.

B2. Provide dates for when decisions were made, and also when the Governing Authority was made aware of the decisions:

The University Executive, as the primary management decision-making body in the University, approved the establishment made the decisions to approve investment in the company, on the recommendation of the Vice President for Research and Innovation. The dates of the key decisions by the University Executive are shown in the table below:

27 th October 2015	Approval of the establishment of Innovation Value Services Limited and investment by way of loan of €410,000
1 st February 2016	Innovation Value Services Limited incorporated.
4 th May 2016	Approval of a further investment of €340,000 a loan of €300,000, and €40k advanced as cash flow to the company, included in overall loan.
20 th March 2018	Agreement to waive royalty payments for two years. Agreement to defer capital repayments until 1 st December 2019.

There was no guarantee that recovery of the money would not be sought.

Governing Authority is normally informed of financial matters retrospectively, through the annual reporting of audited financial statements. The establishment of Innovation Value Services Limited,

and the amounts advanced to it, were reported to Governing Authority in accordance with this practice.

Governing Authority was informed of the developments as set out in the table below:

11 th June 2015	Governing Authority informed that the University was reviewing the business model for the commercial activities of IVI.
10 th November 2016	Governing Authority informed that the university had established a wholly owned subsidiary, to further develop the commercial activities of IVI Institute (this was reported as part of the commentary on the Financial Statements for 2014/15, although the formation of the company occurred after the end of the financial year in question).
27 th April 2017	<p>Governing Authority presented with the audited Financial Statements for 2015/16, including:</p> <ul style="list-style-type: none"> • Consolidated Financial Statements • Financial Statements for Innovation Value Services Limited <p>The formation of Innovation Value Services Limited noted in the Statement of Governance and Internal Control approved by Governing Authority at this meeting.</p> <p>The formation of Innovation Value Services Limited in February 2016 again brought to the attention of the Governing Authority by the Bursar when presenting the key activities for the year.</p> <p>The formation of Innovation Value Services Limited in February 2016 brought to the attention of the Audit and Risk Assessment Committee at its meeting on 18th April 2017. The minutes of that meeting were circulated to Governing Authority and reviewed at its meeting on the 27th April 2017.</p> <p>Losses for the year (€105k) recognised in Consolidated Financial Statements.</p>
26 th April 2018	<p>Governing Authority presented with the audited Financial Statements for 2016/17, including:</p> <ul style="list-style-type: none"> • Consolidated Financial Statements • Financial Statements for Innovation Value Services Limited <p>Presentation by the Bursar at this meeting specifically called attention to subsidiaries and losses being incurred.</p> <p>Detailed note on Innovation Value Service Limited included in the Statement of Governance and Internal Control (p. 12).</p>

	<p>Amount due from subsidiary undertakings noted in note 19, page 12 of the University Financial Statements and amount owed to 'holding company' noted in note 12, page 18 of the Innovation Value Services Financial Statements. All loans eliminated on consolidation.</p> <p>Losses for the year (€206k) recognised in Consolidated Financial Statements.</p> <p>Disclosure of written undertaking to support subsidiaries set out in note 27, page 44.</p> <p>Reference to Innovation Value Services Limited in the minutes of the Audit and Risk Assessment Committee (9th April 2018) circulated to Governing Authority and reviewed at its meeting of 26th April 2018.</p>
8 th November 2018	<p>The creation of Innovation Value Services Limited noted again as part of the Annual Governance Statement approved by Governing Authority relating to the year 2016/17 (this was the first time MU approved an Annual Governance Statement).</p> <p>The formal creation of Innovation Value Services Limited commented upon by Crowe in their draft report on their Review of the Effectiveness of Maynooth University Governing Authority.</p>
11 th April 2019	<p>Governing Authority presented with the audited Financial Statements for 2017/18, including:</p> <ul style="list-style-type: none"> • Consolidated Financial Statements • Financial Statements for Innovation Value Services Limited <p>The full loan amount of €750,000 provided for in the Financial Statements of the University. Attention brought to this provision by the Comptroller and Auditor General in his Report on the Financial Statements.</p> <p>Disclosure of written undertaking to support subsidiaries set out in note 26, page 47.</p> <p>A full history on Innovation Value Services Limited presented to Governing Authority on the recommendation of the Audit and Risk Assessment Committee.</p> <p>The provision against the loan was discussed at a meeting of the Audit and Risk Assessment Committee (1st April 2019) and the minutes of that meeting were circulated to Governing Authority and reviewed at its meeting held on 11th April 2019.</p>

	<p>Amount due from subsidiary undertakings was provided against in the audited Financial Statements and the amount of the provision is noted in note 18, page 41 of the University Financial Statements. The amount of the provision is shown in note 11, page 35 “Analysis of Total Expenditure by Activity”. The amount owed by Innovation Value Services Limited to the University is noted in note 7, page 13 of the Innovation Value Services Financial Statements. All loans are eliminated on consolidation.</p> <p>Losses for the year (€297k) recognised in Consolidated Financial Statements.</p>
--	---

B3. Please provide an explanation for any time delays in notifying the Governing authority in relation to a, b, c and d.

There was no unusual time delay in reporting to Governing Authority. The finances of the company were reported annually as per the usual reporting schedule. The business case identified that deficits would be incurred in the first three years of operation and these were reported. The University decided to make a provision for the non-recovery of the investment (i.e. the loan of €750,000) within two and a half years of incorporation. This was because the trajectory of the company was not in accordance with the plan. It is clear Maynooth University acted expeditiously in recognising the real risk of non-recovery of the investment and, as a result, provided against the repayment of the loan.

B4. Can you confirm if the loan to IVI Services was recognised on the University’s Risk Register at any point and what action was taken? Please provide an explanation if not.

The risk associated with Innovation Value Services Limited were not specifically included in the University risk register. The University risk register was updated in February 2017 and is being further updated over the summer of 2019. During various discussions held at University Executive, particularly the discussions held in March 2018, it was agreed risks identified in relation to subsidiary companies should be included as a category in the next iteration of the University risk register.

The risks associated with Innovation Value Services Limited were documented and considered by University Executive, prior to approving the establishment of, and investment in, the company. University Executive noted that the risks were similar to other research investments.

B5. Can you also provide a comprehensive note on the use of zero-hour contracts or the use of occasional employees by the University? This should include:

- a. the number of individuals in this category;
- b. the average number of hours worked per month for each and details of the maximum, minimum and average payment per hour;
- c. the number of people on these contracts at the University categorised by length of time e.g. 0-3 years, 3-6 years and more than 6 years.

Maynooth University is home to 13,000 students. As a research-intensive and research-led teaching institution, Maynooth University is a significant employer of highly skilled staff in the North Kildare area.

Maynooth University currently employs more than 1,150 staff on a permanent or fixed-term contract basis across the three academic faculties and academic support functions. All of these employees are issued with a written set of terms and conditions of employment and this statement is given as a record of the main terms and conditions of employment with Maynooth University and are interpreted and understood in accordance with, and subject to, the Statutes of the University.

Zero Hour Contracts

Zero hour contracts refer to a contractual arrangement wherein the employee is obliged to make themselves available for work for a certain number of hours per week and/or as and when required but where the employer is not obliged to provide any work to the employee. Maynooth University **does not** engage any persons under these conditions and as such does not have zero hour contracts in place.

The Engagement of Occasional Employees

All universities in Ireland engage a significant number of people on what is described, within the Higher Education Sector, as on an occasional basis. The largest grouping within this cohort in Maynooth University consists of individuals who are registered students of the University, mainly postgraduate students. These students are engaged in various roles, typically either in teaching support through the delivery of tutorials or demonstrations, or to support short-term episodic operational needs. For example, Maynooth University engages students to assist at open days, at student orientation, at conferring, and as examination invigilators. Maynooth University also engages individuals who are not registered students as occasional employees, for specific purposes, where it is not appropriate or not possible to meet operational needs through regular full-time or part-time employment.

The circumstances in which occasional staff are engaged can be broadly described as follows:

Engagement of postgraduate students

An internationally accepted element of a postgraduate research studentship is to facilitate students by allowing them to generate some income through occasional work in the university environment. This, not only provides the student with income during their studies, but it also develops their teaching skills and other transferable skills which enhance their employability. This is consistent with the objectives of the European Charter for Researchers, and the Code of Conduct for the Recruitment of Researchers which recognise

that the majority of researchers trained by higher education institutions will ultimately continue their careers outside the education sector.

Duties assigned in this form of engagement include but are not limited to the preparation and delivery of tutorials and/or laboratory demonstrations to students. This approach to postgraduate studentship provides opportunities for growth and development to postgraduate students while at the same time, providing a source of income to fund their studies.

Providing employment to graduate students in this manner is consistent across all Irish Universities, and is the international norm. Engaging registered graduate students as an occasional staff member is in furtherance of Maynooth University's legitimate objectives as stated above and is of benefit to both the student and the University.

Occasional/External lecturers

The University also engages people to give a lecture, or lectures, on an occasional basis. This is typically used where an external person has specific expertise, knowledge or qualifications, and where their inclusion as a lecturer supports the research or engagement missions of Maynooth University. It is often the case that these lecturers bring specific external, professional or industry expertise, and thus enhance the learning experience of the students

There are two mechanisms in place for this. First, a person can be engaged to deliver a specific number of lectures, and paid on an hourly basis. Second, the University has a mechanism to employ a person to deliver an entire module or modules to students of the University.

Engagement of this nature occurs in circumstances which include; where the expertise or resources required to deliver the module are not readily available and it is not appropriate or feasible, in the opinion of Maynooth University to recruit and appoint a member of academic staff, part-time or full-time, to deliver the module; or where the engagement of external lecturers to deliver a module enhances the student experience by bringing greater currency or relevance to the module; or by better connecting the academic programme to the experience of practice.

Duties which are not a fixed and permanent need of the university or which require occasional or minimal engagement

Occasional staff also are engaged to carry out duties which are required for short periods from time to time on an irregular or infrequent basis. Such engagement is typically linked to annual events such as registration, examinations, open days, conferring, conferences, seasonal maintenance or where an unexpected event arises and there is an immediate need for additional or replacement staff or other short-term events. These engagements are generally episodic, part-time and/or seasonal, and remuneration is based on the duties performed on an hourly basis.

It is important to note that the University works at all times to treat occasional employees fairly and appropriately, respecting the rights of the employees and the legal obligations of the University. First, the University endeavours to provide occasional employees with a consistent and predictable pattern of work across the period of their engagement. Second, the University offers a fair wage, and where duties performed by occasional staff are akin to those performed by a permanent member of

staff, the hourly rates of pay are aligned to the relevant established grades. Please see **Appendix 1** which contains the schedule of benchmarked hourly paid rates.

The enhancement of policy and processes for the engagement of Occasional Staff

Given the long-established practice of engagement of occasional staff across the Higher Education Sector, and in anticipation of the enactment of the Employment (Miscellaneous Provisions) Act 2018, Maynooth University thought it prudent to review the practices that applied across the Institution. As such, a substantial project has been ongoing since late 2018 (note the Act came into force in March 2019), the focus of which is to analyse the data pertaining to the use of occasional staff, align relevant policies with the provisions of the newly enacted legislation, enhance current on-boarding processes and regularise terms and conditions of employment, where appropriate. This is a complex project, requiring detailed analysis of the engagement (e.g. duties and service history) of this cohort, consultation with trade unions and individual discussions between the relevant Staff and Maynooth University.

Maynooth University has engaged additional resources and is investing in technology to assist in this project.

Summary of Occasional Staff in Maynooth University

Analysis, done as part of the occasional staff project, confirms that in a six month period from October 2018 to March 2019 a total of 1,394 people received payment through the University's occasional hourly payment system. Of those, 44% received only one payment in the six month period.

Analysis of frequency of payment in the six-month period from 1st October 2018 to 31st March 2019 and the total value of payments for the same period

Number of months in which the person was paid	Number of people	% of total
6	132	9.5
5	149	10.7
4	128	9.2
3	150	10.8
2	218	15.6
1	617	44.3
Total	1,394	100

Range of Payments	Number of staff in Range	% of total	Average payments €
>20,000	2	0.14%	20,834
20,000-10,000	47	3.37%	12,766
10,000-5,000	117	8.39%	6,922
5,000-4,000	64	4.59%	4,474
4,000-3,000	106	7.60%	3,488
3,000-2,000	151	10.83%	2,470
2,000-1,000	239	17.14%	1,413
<1,000	668	47.92%	437
Total	1394	100.00%	

Occasional payments were moved from a paper-based system to an online system in 2017, and this has allowed a greater analysis of the payments. An analysis of the claims made on the online system over a period of 11 months to the end of November 2018 indicates the average claimant claimed for five hours per week.

The project has identified a small number of employees currently engaged on an occasional basis who should more properly be engaged as part-time employees. The key principle that applies to this regularisation of employment status, as communicated to IFUT on the 13th June 2019, is that Occasional Staff comprehended by the Employment (Miscellaneous Provisions) or Fixed Term Work Acts, who have been providing Teaching and/or Teaching Support services on an ongoing and substantial basis, will be formally regularised as University Tutors, where appropriate. In each case, this process will involve the calculation of the applicable Full-Time Equivalent (FTE), and placement on the appropriate point of the University Tutor pay scale based on previous earnings.

Maynooth University is unable at the present time to categorise individuals engaged on an occasional basis by length of service.

B6. Please also provide a copy of the University's policy in relation to the use of zero-hour contracts or the use of occasional employees, an information note on employment contracts provided by the University, the terms and conditions of employment, and the position regarding 5 day statements (i.e. statements in writing providing details of the terms of the employee's employment).

We have addressed each of these points individually below.

University's policy in relation to the use of zero-hour contracts or the use of occasional employees

As stated in Section B5 above, Maynooth University does not engage any persons on zero hour contracts of employment, and as such, there is no policy on the use of zero hours contracts in Maynooth University.

Prior to the introduction of the Employment (Miscellaneous Provisions) Act 2018, Maynooth University commenced the development of a range of stand-alone policies on occasional working (Graduate Teaching Assistant Policy, Occasional Hourly Paid Staff Policy and the External Module Lecturer Policy). Maynooth University approved these new policies, which set out the basis and manner on which such individuals are engaged on 28th May 2019. A statement of these policies is enclosed in **Appendix 2**.

Employment contracts provided by the University and the terms and conditions of employment

Given the scale of employment in Maynooth University, terms of employment are varied and depend on the requirements of the role. Employment in Maynooth University can be for a definite or indefinite duration, or for a specified purpose (maternity leave, parental leave etc.), or for occasional work in the circumstances as set out in Section B5. The terms and conditions of employment are aligned with all other Irish Universities, the Department of Education and Skills and Higher Education Authority policies and guidelines, where applicable.

As set out above, terms and conditions of employment are tailored specifically to the roles that Maynooth University staff undertake and can be categorised as follows:

- Academic
- Research
- Senior Administrative
- Administrative
- Technical
- Librarian
- Craftworkers and
- General Operatives.

Examples³ of terms and conditions of employment for permanent staff and fixed term employment are enclosed at **Appendix 3**.

³ Each role may have different requirements, these terms and conditions represent the general conditions of employment.

Occasional Staff terms and conditions of employment

Remuneration for occasional staff is commensurate with the respective engagement. As previously indicated, a significant proportion of this cohort are registered students. Those who are not in receipt of a scholarship stipend, are paid between €12.50 and €32.66 for each hour spent preparing and delivering teaching (see Appendix 1). This cohort's engagement is generally for a number of hours per week during term time, usually 24 weeks each calendar year.

This cohort of staff are offered hours of work by their Head of Department and advised of the related pay prior to the performance of this work. Typically, an offer of work occurs a number of weeks in advance. Teaching duties are normally agreed for a semester at a time, and arranged in advance of the start of the semester. However, there are instances in which occasional work is offered at short notice, for example, to cover absences or in response to unforeseen occurrences. There is no obligation on the occasional staff member to accept any offer of work.

Once engaged, individuals make a claim via Maynooth University's on-line occasional staff payment system for the duties they carried out in arrears each month, receive holiday pay and their rest periods, where applicable. They are paid on the 28th of each month and are subject to statutory deductions where applicable.

Written terms and conditions of employment for this cohort of staff are currently being finalised for implementation from 1st of September 2019 (the commencement of the new academic year), as set out in Section B5 above.

The position regarding 5 day statements (i.e. statements in writing providing details of the terms of the employee's employment).

Since the introduction of the Employment (Miscellaneous Provisions) Act 2018 on 4th March 2019 employers must notify each **new** employee, in writing, within five days of commencement of employment of their core terms of employment.

Under the Employment (Miscellaneous Provisions) Act 2018, which sets out the provisions of the five-day statement, existing employees may also make a written request to an employer for this statement. Upon receipt of a written request, an employer must issue a statement within two months of the date of the request. To date, Maynooth University has received one request for this statement from an existing employee. This request was received on 5th July 2019, and at the time of writing, the person will be supplied with the relevant information within the prescribed timeframe.

Since 4th March 2019, Maynooth University has engaged 102 employees on either permanent or fixed-term contracts, all of whom have been issued with contracts within the prescribed time.

Since 4th March 2019, Maynooth University has processed occasional payments for 169 newly engaged occasional staff for work which includes exam invigilation, tutorials, demonstrations or episodic work etc. These staff were advised by their Head of Department of their rate of pay when offered the work (which they were not obliged to accept).

As set out in **Section B5** under the heading "*The enhancement of policy and processes for the engagement of Occasional Staff*", Maynooth University is at an advanced stage of defining, in contractual terms, a cohort of occasional staff who have been determined as having substantive employment with the University and who were on the payroll of the University as at 31st March 2019. It is also anticipated that a standardised process shall be in place and implemented across Maynooth University in respect of the appointment and contractual engagement of occasional staff

from 1st September 2019, with a trial period during the month of August to stress test the revised set-up process.

B7. Can the University confirm that it is in compliance with legislation in relation to the use of these contracts?

As a matter of policy, Maynooth University does not engage persons on zero hour contracts. Maynooth University can confirm that it is in compliance with legislation for individuals engaged on a permanent or fixed term basis. With effect from 1st September 2019, all occasional staff will be engaged in accordance with the newly enacted Employment (Miscellaneous Provisions) Act 2018.

Appendices

Appendix 1: Schedule of hourly paid rates and alignment.

SCHEDULE OF BENCHMARKED HOURLY PAID (OCCASIONAL) RATES 2018/19					
WORK	LEVEL	Hourly Rate (€)	COMPARATOR GRADE	PT	ANNUAL SALARY €
General	Basic	9.80	Minimum Wage		18920
General	Basic	10.00	General support worker		19307
Invigilation	Basic	12.51	Executive Assistant	1	24152
Administration	Standard	12.51	Executive Assistant	1	24152
Administration	Intermediate	15.88	Executive Assistant	6	30657
Administration	Senior	19.46	Senior Executive Assistant	1	37576
Grading	Basic	12.51	Demonstrator	1	24152
Grading	Senior	18.35	Assistant Lecturer	2	35431
Oral Examination	Basic	18.35	Assistant Lecturer	2	35431
Demonstrations	Basic	12.51	Demonstrator	1	24152
Demonstrations	Intermediate	18.70	University Tutor	1	36105
Demonstrations	Senior	23.45	University Tutor	6	45276
Tutorials	Basic	18.70	University Tutor	1	36105
Tutorials	Intermediate	23.45	University Tutor	6	45276
Tutorials	Senior	29.63*	Senior University Tutor	4	53707
Lecturing	Lecturer	33.32	Lecturer	3	64333
* This rate is greater than the hourly rate calculated at the top point of the Senior University Tutor scale. It will not increase unless the top point of the scale (when expressed in a rate per hour) is greater than €29.63.					

Appendix 2: Occasional staff policy statements

Engagement of Occasional Hourly-Paid Staff (Summary)

The stated policy of the University, as it relates to the engagement of Occasional Hourly-Paid Staff, has been to provide for the engagement of additional or replacement staff on the following basis:

- On a once-off basis, for a period of less than 13 weeks and to a maximum of 39 hours per week where an unexpected event arises and there is an immediate need to for additional or replacement staff;
- Where additional staff are needed for short periods of time on an irregular or infrequent basis, and where the total hours worked for the University do not exceed 300 hours per year. For example, to support annual events such as registration, examinations, open days, conferring, conferences or seasonal maintenance;
- Where there is an ongoing need for a small number of hours' work, not exceeding an average of 6 hours per week, to support the functions of a Department; and the need cannot be met from within the core workforce.

Full time members of the staff of the University are not permitted to be engaged on an occasional hourly-paid basis. Part-time members of the staff may be, subject to the occasional arrangement not exceeding the limits specified in the policy and, the average weekly hours worked not exceeding 37 hours.

The engagement of Occasional Hourly-Paid Staff takes place at Department level.

Engagement of External Module Lecturers (Summary)

The policy governing the engagement of External Module Lecturers applies to individuals who are engaged to deliver (design, teach and assess) entire modules for the University.

The circumstances in which the engagement of External Module Lecturer are as follows:

- where the expertise or resources required to deliver the module are not readily available;
- Where It is not feasible or appropriate to recruit and appoint a part-time or full-time member of academic staff to deliver the module;
- Where the External Lecturer will enhance the student experience.

Individuals who are engaged to deliver individual lectures or a series of lectures, but not entire modules, are regarded as being engaged on an occasional basis. In such cases, the applicable policy document is the Occasional Hourly-Paid Staff policy.

Where External Module Lecturers may be required to do additional work for the University over and above the provision of individual modules, they may be engaged to do so on an occasional hourly-paid basis subject to the proviso that the additional engagement does not exceed 50 hours per year.

The engagement of External Module Lecturers takes place at Department level.

Engagement of Graduate Teaching Assistants (Summary)

The Graduate Teaching Assistants policy applies to registered postgraduate students of the University who are also employed part-time by the University to provide teaching support (as a Teaching Assistant, Tutor or Demonstrator) under the direction and guidance of a supervising member of staff. The opportunity provided by the University enables successive cohorts of postgraduate student to develop experience in teaching support duties under the supervision of an experienced member of the staff of the University.

A Graduate Teaching Assistant's employment with the University is contingent on the individual being a registered postgraduate student and their employment as a Graduate Teaching Assistant terminates once they cease to be a registered postgraduate student.

The University limits to an absolute maximum of 20 hours, the average number of hours per week which Graduate Teaching Assistants may work. Such work may be restricted or prohibited under the terms of a grant which the student may be in receipt of.

Currently, Graduate Teaching Assistants may be engaged as follows: a variable-hours appointment where the weekly hours of work are not fixed and may vary from week to week, depending on departmental requirements.

A Graduate Teaching Assistant may also be engaged on an occasional hourly-paid basis, outside of their department to carry out additional administrative or support work, subject to the total hours worked on the occasional arrangement not exceeding 180 hours, and the average weekly hours worked on both arrangements may not exceed 20 hours.

The engagement of Graduate Teaching Assistants takes place at Department level.

Appendix 3: Indicative terms and conditions of employment for permanent staff and fixed term employment

Appendix 3 (a) Terms and Conditions of Employment for Permanent Academic Staff

This statement is given to you as a record of the main Terms and Conditions of your employment with The National University of Ireland, Maynooth ("the University") and in compliance with the terms of the Employment (Information) Acts 1994-2001.

The Terms and Conditions of this statement of employment shall be integrally interpreted and understood in accordance with and subject to the Statutes of the University which may be amended from time to time. The Statutes are available to you through the University's website.

Medical Examination

You must successfully pass a medical examination by a Medical Officer nominated and paid by the University before being appointed in a permanent capacity.

Probation

A probationary period of twelve months applies to the post, during which period your performance and conduct will be subject to review. You will be advised in the course of the probationary period what is expected of you in your role as a member of your department and the academic community.

Your employment may be terminated at one month's notice given in writing by the University either during or at the conclusion of the probationary period.

Notice

Following a satisfactory probationary period a minimum of three month's notice of termination is required from you on termination of employment.

Except in circumstances justifying immediate dismissal, three month's notice of termination will be given by the University, or if greater, such notice as is required by the Minimum Notice and Terms of Employment Acts, 1973 –2001.

Tenure

The University recognises the principle of tenure for permanent officers of the University and the need to protect such officers during their employment with the University through the provisions contained in the relevant University statute/s. Such tenure shall be governed by the provisions of those statute/s, the Unfair Dismissals Acts 1977 – 2007 and the relevant provisions of the Universities Act, 1997.

Tenure affords protection to a permanent academic staff member against termination of his/her academic appointment by the University except (i) in accordance with lawful decision and for valid reason (including dismissal on grounds of capability, conduct, competence, performance, or other substantial grounds that would justify dismissal), and (ii) in accordance with the appropriate procedures specified in the relevant University Statute/s.

Verification of Qualifications

The offer of employment is made on the clear understanding that information provided by the applicant in his/her written application and/or at interview is correct in every respect. Were this found not to be the case, the University reserves the right to withdraw the offer, or terminate the

employment relationship, or take such other action as it considers appropriate in the circumstances. The University reserves the right, inter alia, to require you to provide evidence of academic qualifications and/or to take such other steps to verify academic qualifications as it considers appropriate.

Attendance and Hours of Work

The normal place of work will be the campus of National University of Ireland Maynooth, Maynooth, Co. Kildare. However, the University may from time to time require you to work at other locations in Ireland or internationally where it provides services. Where the University requires you to work at locations other than the campus of the University, it will consult with you in relation to such a requirement and will take your views into account in reaching a final decision on the matter.

Save as necessitated by the efficient exercise of your duties or approved absence, you will attend at your place of work during the working week and for the duration of this contract.

Taking account of the provisions of the Organisation of Working Time Act 1997, you will work such hours as are reasonably necessary for the proper performance of your duties and responsibilities of the post which may include evening and/or weekend work.

You are required to be generally available in the department and to observe such norms and policies in relation to attendance as may apply within the University.

Compliance with The Organisation of Working Time Act 1997

In accordance with the Organisation of Working Time Act, 1997, you will be entitled to 11 hours consecutive rest in each period of 24 hours. This effectively means that having completed a day's work, you will not be required to work until 11 consecutive hours have elapsed. You will not be required to work for more than 4½ hours without a break of 15 minutes. If your hours of work are greater than 6 hours, you will have a rest break entitlement of 30 minutes including the 15 minute break referred to above. Rest breaks can include lunch breaks.

You are entitled to a period of 24 hours consecutive rest in each seven-day period. This entitlement can be averaged over a reference period of 14 days, i.e. two periods of 24 hours consecutive rest within a 14 day timeframe. In such a circumstance, the rest period should include a Sunday.

If the weekly rest period is preceded by a working day, then you must receive your daily rest entitlement of 11 hours consecutive rest.

Duties

You are, as an academic member of the staff of the University, expected to engage in research and scholarship, teaching, educational development and programme design, administrative work and service to the University and wider society and, where required to do so, participate in the management of the University. You are expected to disseminate your research in academic publications, including peer-reviewed publications of international quality. Your teaching duties will include teaching of undergraduate and postgraduate students, the development and provision of learning support materials to be made available to students electronically, and may include the provision of open, distance and blended learning programmes. You are required to engage in and support such work of the University as may be conducted in partnership with external partners.

Your specific duties will be assigned to you by your Head of Department/School (or another officer of the University authorised to do so by the President). The balance of duties between research and scholarship, teaching and administration and service shall be determined by your Head of Department/School (or another officer of the University authorised to do so by the President) in accordance with such norms and policies as may apply within the University. You will provide your Head of Department and the University with such information, as may be required, to ensure a fair allocation of duties and workload; to monitor your performance and support your development. Your duties shall include, but will not be limited to, the following:

Teaching

As part of your normal teaching duties you are obliged to give instruction and supervision, as directed by the Head of Department/School, to students of the University in courses and programmes organised by your department or to which the department contributes as a service to another department or faculty. Such duties include curriculum and course design, preparation and delivery of lectures, tutorials and general examination and other assessment duties. You are also required to be available to students for academic counselling and advice. In some disciplines, academic activities may also include laboratory, workshop or clinical instruction, supervision of fieldwork, site visits and other off-campus activities.

Research

As part of your research duties, you are required to engage in research and other creative and innovative activity as appropriate to your discipline. You are required to disseminate your research in academic publications, other outlets as appropriate and to participate in postgraduate supervision. You are encouraged to engage in initiatives to seek research funding, as appropriate. You are also expected to promote and engage in the development of research across disciplines as well as in your area of research.

Contribution and Scholarly Activity

As part of your contribution to the School, College and University you are required to participate in academic administration at School, College and University levels. In representing the University externally, you are required to maintain the highest professional standards so that the reputation of the University is enhanced. You are also required to engage in scholarly activity such as, but not limited to, refereeing of journals, membership of discipline related advisory bodies and peer review panels and external examinership duties.

Leadership

In addition to the general academic duties described above, Senior Lecturers and Professors are required to offer academic leadership within and without the university in a manner appropriate to the level of their appointment and the norms of their discipline. Academic leadership includes but is not limited to intellectual leadership in the discipline, the support and mentoring of colleagues at an earlier stage of their careers, and the leadership of important institutional, inter-institutional and public initiatives in education and research.

Flexibility and Cooperation

You will work flexibly and efficiently, and maintain the highest professional standards in discharging your responsibilities.

During the course of your employment it may be necessary to change your duties and responsibilities within the general scope of your position or change your function. The University reserves the right to assign other appropriate duties to you, it being understood that you will not be assigned duties which you cannot reasonably perform.

In the fulfilment of your duties you are required to cooperate with your employer in pursuit of the University's plans, goals and objectives, and to supply whatever data is required for the efficient management of the University including, for example, data required for costing and workload management and allocation purposes.

External Activity

Subject to the specific requirements of the University's policy on external activity as amended from time to time, any external employment, self-employment, working partnerships, consultancy work, or any remunerated activity of any kind entered into by you must not conflict with the interests of the University or impact negatively on the performance of your normal duties, and must have the prior written approval of the university.

Academic Freedom

Consistent with the provisions of the Universities Act 1997, a member of the academic staff of a university shall have the freedom, within the law, in his or her teaching, research and any other activities either in or outside the university, to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions and shall not be disadvantaged, or subject to less favourable treatment by the university, for the exercise of that freedom.

Professional Development and Performance Management

You are expected to continue your professional development during the term of this contract. You are required to participate in the University's Performance Management and Development programme.

Salary and Progression

Salaries are normally payable on the 28th day of every month and are in accordance with University scales.

You will be paid pro rata based on the X point of the Lecturer scale currently €X per annum in respect of a full-time post. You will be eligible for incremental credit with effect from the _____, provided that national pay policy and agreements permit the payment of increments.

The University is obliged to comply with legislation or collective bargaining which may decrease or increase your remuneration.

Social Welfare

Your employment will be insurable at Class A rates of P.R.S.I.

Payment in Error

The University reserves the right to recover any payment or overpayment of salary, increment or benefit made in deduction of tax or other liability and employees will consent to such repayments to

be deducted on notification and will co-operate fully with the University or further interested third party to conclude completing any income tax or revenue forms.

Employee Pension

Your employment will be pensionable having regard to the terms of the National University of Ireland Maynooth Employee Superannuation Scheme. The details pertaining to the Scheme are available from the Human Resources Office website.

A Scheme for Additional Voluntary Contribution (A.V.C.s) is also available to enable additional retirement benefits to be purchased both for the employee and his/her dependants. Deductions, which are normally tax allowable, are made directly from salary to fund contributions to the scheme. The details pertaining to the A.V.C Scheme are available on the Human Resources website.

Voluntary Income Protection Plan (VIPP) & Voluntary Life Assurance Plan (VLAP)

On acceptance of a contract of employment, staff are automatically included in the NUIM Voluntary Income Protection Plan (VIPP) which provides a disability benefit during periods of loss of income arising from disability or illness and the NUIM Voluntary Life Assurance Plan (VLAP) which provides additional lump sum death in service benefits. The details pertaining to both Plans are available from the Human Resources Office website.

Automatic inclusion in the VIPP and VLAP negates the requirement to complete an application form and to undergo individual medical examination. The rate of contribution is subject to review every two years. Deductions, which are normally tax allowable, are made directly from salary to fund contributions to the schemes. It is important to bear in mind that if you decide to voluntarily opt out of either Plan, you must do so by informing the Human Resources Office in writing.

Annual Leave

The University's holiday year currently runs from 1st January to 31st December. Leave entitlement shall be such leave as is reasonably determined from time to time by the University and shall be not less than the statutory entitlement under the Organisation of Working Time Act, 1997.

Within your overall annual leave provision, the University reserves the right to allocate and schedule annual leave, this to include a period of summer leave, in accordance with the needs of the University. All annual leave arrangements must be agreed in advance with the Head of Department. Adequate prior notice must be given to the University of your intention to take annual leave.

Public Holidays

Public Holiday entitlement, where appropriate, will be governed by the provisions of the Organisation of Working Time Act, 1997.

Absence/Sick Leave

Following a satisfactory probationary period, you may receive full pay for 92 days and half pay for a further 91 days during certified illness, subject to a total of 183 sick days in any four years. The University will require medical certificates at appropriate intervals and may refer the case to its own medical advisor, if considered necessary, to establish the fitness of an employee to continue in employment.

You will co-operate fully in relation to such referral. You will be required, on appointment, to complete an appropriate form of authorisation, giving authority to the Department of Social Welfare to pay any social insurance benefits due directly to the University.

Except in exceptional circumstances, the Head of Department or other appropriate person must be telephoned, without delay, to advise of non-attendance at work due to illness.

Medical certificates are required after three days of consecutive absence. A persistent record of casual absence may require to be investigated by the University Authorities at which time discretion of the University will be applied regarding frequency of submission of medical certificates.

Sick leave entitlement does not include absence due to illness of other family members.

The University reserves the right in the event of any absence due to illness, to refer employees to a medical practitioner nominated by the University Authorities for examination and report to the University, and you will co-operate fully in these arrangements.

Any abuse of the sick leave scheme will be regarded as serious misconduct and may result in disciplinary action by the University in accordance with the University Statutes.

Parental Leave and Force Majeure Leave

Parental Leave and Force Majeure leave will be governed by the Parental Leave Act, as amended by the ***Parental Leave (Amendment) Act 2006***. Details are available through the University's website.

Maternity Leave

Maternity Leave will be governed by the scheme currently in operation in the University. Details of the scheme may be accessed on the Human Resources website.

Paternity Leave

Male staff are entitled to paternity leave (two weeks) in line with the Paternity Leave and Benefit Act 2016.

Carer's Leave

Carer's Leave will be governed by the Carer's Leave Act, 2001. Details are available through the University's web site.

Grievance and Disciplinary Procedures

You shall be entitled to invoke such grievance procedures as are determined from time to time by the University. The Disciplinary Procedures operated by the University are contained in the Statutes of the University.

The University may impose disciplinary sanctions up to and including the termination of your contract in accordance with such procedures and subject to any applicable employment legislation.

Health and Safety

While the University will, as far as practicable, ensure a safe and healthy work environment, the responsibility for health, safety and welfare at work rests with each staff member. You will, therefore, be required to carry out your duties and responsibilities taking due care regarding your own health, safety and welfare, and the health, safety and welfare of other persons.

Inventions and Patent Policy

You shall abide by the terms of the Inventions & Patent Policy which may be amended from time to time. The Policy is available through the University's web site.

Statement of policy on Equality, Bullying and Harassment and Code of Employee Conduct

You should acquaint yourself with, and must comply with, the University's policies relating to Equality, Code of Employee Conduct, and the Protection of staff against Workplace Bullying, Harassment and Sexual Harassment. These policies are available through the University's web site.

Policies, Regulations and Collective Agreements

You shall be obliged to comply with any lawful policies and regulations that the University may adopt from time to time. Any relevant changes in the terms and conditions of employment for Academic staff that may be agreed between the University and any trade union/unions recognised by the University in respect of such staff shall be incorporated automatically into this contract of employment.

Confidential Information

It is likely that as part of your position you will have access to confidential information. This may concern the University's enterprise, business affairs, processes, trade secrets or privileged information including names and addresses. You are required not to disclose any such information during or after your employment except in the proper course of your duties as required by Law.

You will be required where appropriate to maintain strict confidentiality in relation to your work, the work of colleagues and in relation to matters pertaining to the University and its staff generally.

Employees shall not at any time make any untrue or misleading statements in relation to the University, business or enterprise.

Termination of Employment

Termination of employment, for disciplinary reasons, is dealt with under the Statutes of the University.

Changes in Terms and Conditions of Employment and Work Practices

The University reserves the right to alter your role as a result of changes in organisational or processes.

Where the University seeks to change your conditions of employment, and/or to make significant changes in your work practices, it will consult, as appropriate, with you and/or with any trade union/unions recognised by the University in respect of academic staff.

Information Systems

The University's computer and information systems, including but not limited to, e-mail, faxes, telephones and voicemail are to be used for the benefit of the University in connection with its functions. All data and files that reside on those information systems or are transmitted by and through those systems including word processing files, e-mail, voicemail messages, or database files etc, are the sole property of the University. All individuals using the Information System acknowledge that their use may be monitored.

Without prejudice to any other rights it may have, the University reserves the right to intercept and/or monitor, and/or record, and/or view, as appropriate, the employee's use of its electronic communications systems, including telephones, office-based computers, laptops, remote access via a laptop or other electronic means.

Employees, who are found to have visited inappropriate sites at any time, particularly containing pornographic, sexist or racist material, may be summarily dismissed in accordance with the University's disciplinary procedures. Employees should exercise caution even when undertaking internet searches for legitimate business reasons.

Unauthorised access to and/or use of other employee's personal passwords and unauthorised use of University data, software and information any also give rise to the University's disciplinary procedures being initiated.

By signing these Terms and Conditions and by the employee's use of the University's Information Systems, the employee expressly gives his/her consent to such interception, monitoring, viewing and/or recording taking place and acknowledges that he/she has no exception of privacy in respect of e-mail, telephone calls, faxes, voicemail, communications and internet access and/or use.

Child Protection Policy

Employees accept that should their Terms and Conditions require it, they are liable to submit to Garda vetting procedures and co-operate fully with any such vetting inquiry in the interest of health and safety and security needs of the employer and the existing childcare procedures and child protection procedures.

You accept that at the University's request you will be liable to submit to Garda vetting procedures and further accept that you will co-operate fully with any such request.

Data Protection

The University will process your personal data in accordance with the General Data Protection Regulation, the Data Protection Acts 1988-2018 and the University's Staff Data Privacy Notice.

The Staff Data Privacy Notice and further information relating to data protection, including the University's other data protection policies and processes, can be viewed at <https://www.maynoothuniversity.ie/data-protection>.

General Applicability of University Schemes

In addition to the University policies directly described in this contract, you are obliged to comply with such policies as may be formally established from time to time by the University. While the University will make reasonable efforts to notify you of new policies or significant changes in policy, you are advised to consult the University's Human Resources web site, from time to time, for information relating to policies and procedures affecting academic staff members.

Employee Declaration

I am pleased to accept this offer of employment on the above terms and conditions.

I confirm that I have read, understand and agree to the terms and conditions as set out above.

I confirm that I am not committing myself to the University in breach of any agreement with any other person or company and that I will not be restricted or prevented from undertaking or performing my duties by such agreement.

Signed: _____ (Employee)

PRINT NAME: _____

Date: _____ (DD/MM/YY)

Authorised for and on behalf of the National University of Ireland, Maynooth

Signed: _____ (on behalf of the University)

Appendix 3 (b) Terms and Conditions of Employment for Staff on Fixed-Term Contracts

This statement is given to you as a record of the main terms and conditions of your employment with The National University of Ireland, Maynooth ("the University") and in compliance with the terms of the Employment (Information) Acts 1994-2001.

The terms and conditions of this statement of employment shall be integrally interpreted and understood in accordance with and subject to the Statutes of the University which may be amended from time to time. The Statutes are available to you through the University's website.

Fixed Term Contract (the following are included as relevant to the post)

You will be employed by National University of Ireland, Maynooth (hereinafter referred to as the University) as a fixed-term _____ with the _____.

Your employment, under the terms of this fixed term contract, is for the purpose of (THE OBJECTIVE GROUNDS DETERMINE THE CONDITIONS OF CONTRACT). Your attention is specifically drawn to the advertisement and terms of this post.

As the aforementioned work is of a specific duration; your employment with the university will commence on _____ and will terminate on _____. The Unfair Dismissals Acts 1977 – 2007 shall not apply to termination of this contract by reason only of the expiry of the fixed term without its being renewed under this contract.

Notwithstanding the fact this is a Fixed Term Contract, the university reserves the right to terminate your employment prior to expiry of the fixed purpose.

The post to which you have been appointed is funded from non-exchequer sources. Your attention is specifically drawn to the advertisement and the terms of the competition of this post.

The post to which you have been appointed is funded through a grant of funds to the University by an external agency/a specific source of income to the University. In the event that the funding currently available to support this post ceases, prior to the termination date of this contract, your employment with the University will terminate on four weeks' notice.

Your appointment is subject to the terms of the "Employment Control Framework for the Higher Education Sector" (dated June 2011) which stipulates that posts must be filled on a fixed-term contract basis. The Employment Control Framework also stipulates that the filling of any post is conditional on the University operating strictly within a balanced budget.

On cessation of this fixed-term contract, the University reserves the right to make appropriate arrangements in relation to the continuance of this role, including ceasing the role or advertising the role through open competition as is required by the University Statutes and recruitment and selection procedures.

Your appointment is conditional on you satisfying any legal requirements regarding employment in this country.

Employment and Character References

Unless otherwise stated, the offer of employment is subject to the University receiving references in respect of your previous employers and/or other referees which, in the opinion of the University, are satisfactory. It is a condition of appointment that should a reference, whether as regards employment and/or character, given in good faith, and on an objective basis, prove unsatisfactory,

in the opinion of the University, the offer of employment may be withdrawn, or terminated by the University at reasonable notice.

Probation

A probationary period of six months applies to the post, during which period your performance and conduct will be subject to review. You will be advised in the course of the probationary period what is expected of you in your role as a member of your department and the administrative community.

Your employment may be terminated at one month's notice given in writing by the University either during or at the conclusion of the probationary period.

Notice

Following a satisfactory probationary period a minimum of one month's notice of termination is required from you on termination of employment.

Except in circumstances justifying immediate dismissal, one month's notice of termination will be given by the University, or if greater, such notice as is required by the Minimum Notice and Terms of Employment Acts, 1973 –2001.

Verification of Qualifications

The offer of employment is made on the clear understanding that information provided by the applicant in his/her written application and/or at interview is correct in every respect. Were this found not to be the case, the University reserves the right to withdraw the offer, or terminate the employment relationship, or take such other action as it considers appropriate in the circumstances. The University reserves the right, inter alia, to require you to provide evidence of academic qualifications and/or to take such other steps to verify academic qualifications as it considers appropriate.

Attendance and Hours of Work

The normal place of work will be the campus of National University of Ireland Maynooth, Maynooth, Co. Kildare. However, the University may from time to time require you to work at other locations in Ireland or internationally where it provides services. Where the University requires you to work at locations other than the campus of the University, it will consult with you in relation to such a requirement and will take your views into account in reaching a final decision on the matter.

Normal working hours will be those hours required to discharge the functions of the post, subject to the Organisation of Working Time act 1997. Hours of work will normally be 37 hours per week (worked between 9.00 am to 5.30 pm, Monday to Friday).

Employees are required to be fully flexible as regards their working hours. Any time off in lieu of additional hours may only be taken with the express permission of the University and at such times as are suitable to the University. No payment will be made in respect of additional hours worked.

Employees may, at the request of the Head of Department, or other appropriate person, be required to work reasonable amounts of overtime which may include evening or weekend work. Details of time off in lieu in respect of overtime are available on request from the Human Resources Office.

Employees are not entitled to leave University premises during office hours without the permission of the Head of Department.

Where a flexible working hour's system is in operation, any abuse of that system will be regarded as serious misconduct and may result in disciplinary action by the University in accordance with the University disciplinary procedures.

Compliance with the Organisation of Working Time Act 1997

In accordance with the Organisation of Working Time Act, 1997, you will be entitled to 11 hours consecutive rest in each period of 24 hours. This effectively means that having completed a day's work, you will not be required to work until 11 consecutive hours have elapsed. You will not be required to work for more than 4½ hours without a break of 15 minutes. If your hours of work are greater than 6 hours, you will have a rest break entitlement of 30 minutes including the 15 minute break referred to above. Rest breaks can include lunch breaks.

You are entitled to a period of 24 hours consecutive rest in each seven-day period. This entitlement can be averaged over a reference period of 14 days, i.e. two periods of 24 hours consecutive rest within a 14 day timeframe. In such a circumstance, the rest period should include a Sunday.

If the weekly rest period is preceded by a working day, then you must receive your daily rest entitlement of 11 hours consecutive rest.

Duties

Employees are required to undertake such duties as are assigned to them by the Head of Department or his nominee.

During the course of your employment as the needs of the University may change, it may be necessary to alter duties within the general scope of an employee's position or change your function.

The University reserves the right to assign other duties to you at any time, it being understood that you will not be assigned duties which you cannot reasonably perform.

Flexibility and Cooperation

You will work flexibly and efficiently, and maintain the highest professional standards in discharging your responsibilities.

During the course of your employment it may be necessary to change your duties and responsibilities within the general scope of your position or change your function. The University reserves the right to assign other appropriate duties to you, it being understood that you will not be assigned duties which you cannot reasonably perform.

In the fulfilment of your duties you are required to cooperate with your employer in pursuit of the University's plans, goals and objectives, and to supply whatever data is required for the efficient management of the University including, for example, data required for costing and workload management and allocation purposes.

External Activity

Subject to the specific requirements of the University's policy on external activity as amended from time to time, any external employment, self-employment, working partnerships, consultancy work, or any remunerated activity of any kind entered into by you must not conflict with the interests of

the University or impact negatively on the performance of your normal duties, and must have the prior written approval of the university.

Professional Development and Performance Management

You are expected to continue your professional development during the term of this contract. You are required to participate in the University's Performance Management and Development programme.

Salary and Progression

Salaries are normally payable on the 28th day of every month and are in accordance with University scales.

You will be paid monthly in arrears.

You will be paid pro rata based on the X point of the X scale currently €X per annum in respect of a full-time post. You will be eligible for incremental credit with effect from the _____, provided that national pay policy and agreements permit the payment of increments.

The University is obliged to comply with legislation or collective bargaining which may decrease or increase your remuneration.

Social Welfare

Your employment will be insurable at Class A rates of P.R.S.I.

Payment in Error

The University reserves the right to recover any payment or overpayment of salary, increment or benefit made in deduction of tax or other liability and employees will consent to such repayments to be deducted on notification and will co-operate fully with the University or further interested third party to conclude completing any income tax or revenue forms.

Employee Pension

Your employment will be pensionable having regard to the terms of the National University of Ireland Maynooth Employee Superannuation Scheme. The details pertaining to the Scheme are available from the Human Resources Office webpage: <https://www.maynoothuniversity.ie/human-resources/pension-information/university-pension-schemes>

A Scheme for Additional Voluntary Contribution (A.V.C.s) is also available to enable additional retirement benefits to be purchased both for the employee and his/her dependants. Deductions, which are normally tax allowable, are made directly from salary to fund contributions to the scheme. The details pertaining to the AVC Scheme are available from the Human Resources Office.

Voluntary Income Protection Plan (VIPP) & Voluntary Life Assurance Plan (VLAP)

On acceptance of a contract of employment, staff are automatically included in the NUIM Voluntary Income Protection Plan (VIPP) which provides a disability benefit during periods of loss of income arising from disability or illness and the NUIM Voluntary Life Assurance Plan (VLAP) which provides additional lump sum death in service benefits. The details pertaining to both Plans are available from the Human Resources Office webpage at: <https://www.maynoothuniversity.ie/human-resources/pension-information>

Automatic inclusion in the VIPP and VLAP negates the requirement to complete an application form and to undergo individual medical examination. The rate of contribution is subject to review every two years. Deductions, which are normally tax allowable, are made directly from salary to fund contributions to the schemes. It is important to bear in mind that if you decide to voluntarily opt out of either Plan, you must do so by informing the Human Resources Office in writing.

Annual Leave

The University's holiday year currently runs from 1st January to 31st December.

Holiday leave expressed by way of annual entitlement is X working days.

You must use 5 of these days for the fixed period of closure at Christmas.

The University reserves the right to allocate and schedule annual leave in accordance with the requirements of the University.

You will be entitled to avail of Annual Leave on a pro-rata basis where appropriate.

Public Holidays

Public Holiday entitlement, where appropriate, will be governed by the provisions of the Organisation of Working Time Act, 1997.

Absence/Sick Leave

Following a satisfactory probation period, the sick leave scheme applicable to permanent employees will apply on a pro rata basis until the termination date of this contract. The University will require medical certificates at appropriate intervals and may refer the case to its own medical advisor, if considered necessary, to establish the fitness of an employee to continue in employment.

You will co-operate fully in relation to such referral. You will be required, on appointment, to complete an appropriate form of authorisation, giving authority to the Department of Social Welfare to pay any social insurance benefits due directly to the University.

Except in exceptional circumstances, the Head of Department or other appropriate person must be telephoned, without delay, to advise of non-attendance at work due to illness.

Medical certificates are required after three days of consecutive absence. A persistent record of casual absence may require to be investigated by the University Authorities at which time discretion of the University will be applied regarding frequency of submission of medical certificates.

Sick leave entitlement does not include absence due to illness of other family members.

The University reserves the right in the event of any absence due to illness, to refer employees to a medical practitioner nominated by the University Authorities for examination and report to the University, and you will co-operate fully in these arrangements.

Any abuse of the sick leave scheme will be regarded as serious misconduct and may result in disciplinary action by the University in accordance with the University Statutes.

Parental Leave and Force Majeure Leave

Parental Leave and Force Majeure Leave will be governed by the Parental Leave Act, 1998; the Parental Leave (Amendment) Act, 2006 and S.I. No. 81/2013 European Union Parental Leave Regulations 2013. Further details are available on the Human Resources website.

Maternity Leave

Maternity Leave will be governed by the scheme currently in operation in the University. Details of the scheme may be accessed on the University's website.

Paternity Leave

Male staff are entitled to paternity leave (two weeks) in line with the Paternity Leave and Benefit Act 2016).

Carer's Leave

Carer's Leave will be governed by the Carer's Leave Act, 2001. Details are available through the University's website.

Grievance and Disciplinary Procedures

You shall be entitled to invoke such grievance procedures as are determined from time to time by the University. The Disciplinary Procedures operated by the University are contained in the Statutes of the University.

The University may impose disciplinary sanctions up to and including the termination of your contract in accordance with such procedures and subject to any applicable employment legislation.

Health and Safety

While the University will, as far as practicable, ensure a safe and healthy work environment, the responsibility for health, safety and welfare at work rests with each staff member. You will, therefore, be required to carry out your duties and responsibilities taking due care regarding your own health, safety and welfare, and the health, safety and welfare of other persons.

Inventions and Patent Policy

You shall abide by the terms of the Inventions & Patent Policy which may be amended from time to time. The Policy is available through the University's website.

Statement of policy on Equality, Bullying and Harassment and Code of Employee Conduct

You should acquaint yourself with, and must comply with, the University's policies relating to Equality, Code of Employee Conduct, and the Protection of staff against Workplace Bullying, Harassment and Sexual Harassment. These policies are available through the University's website.

Policies, Regulations and Collective Agreements

You shall be obliged to comply with any lawful policies and regulations that the University may adopt from time to time. Any relevant changes in the terms and conditions of employment for Administrative staff that may be agreed between the University and any trade union/unions recognised by the University in respect of such staff shall be incorporated automatically into this contract of employment.

Lay Off and/or Short-Time

While the University will make all reasonable efforts to maintain you in employment, it nonetheless reserves the right to lay you off from work or to reduce your working hours, where it is unable to maintain you in employment or maintain you in employment in accordance with the hours specified.

You will receive as much notice as reasonably possible prior to such lay off or short-time.

You will not be paid during the lay off period.

You will be paid only in respect of hours actually worked during periods of short-time.

Selection for lay-off and/or short-time working will be based exclusively on the operational requirements of the University.

Confidential Information

It is likely that as part of your position you will have access to confidential information. This may concern the University's enterprise, business affairs, processes, trade secrets or privileged information including names and addresses. You are required not to disclose any such information during or after your employment except in the proper course of your duties as required by Law.

You will be required where appropriate to maintain strict confidentiality in relation to your work, the work of colleagues and in relation to matters pertaining to the University and its staff generally.

Employees shall not at any time make any untrue or misleading statements in relation to the University, business or enterprise.

Termination of Employment

Termination of employment, for disciplinary reasons, is dealt with under the Statutes of the University. Employees may also be subject to dismissal for non-disciplinary matters, including, without limitation, redundancy.

Notwithstanding the fact that this is a fixed term contract, the University reserves the right to terminate your employment prior to the expiry of the fixed term.

Changes in Terms and Conditions of Employment and Work Practices

The University reserves the right to alter your role as a result of organisational changes or processes.

The University reserves the right and ultimate discretion, at any time and from time to time, to make reasonable changes in the conditions of employment of employees and to make such changes in work practices as the University deems appropriate; the offer of employment is subject to this condition. In addition, the University and the employee reserve the right to vary the conditions herein by agreement in writing.

Employees will be consulted over significant change applying to them; more general changes in procedures will be notified in writing by notice or by circular letter or e-mail.

Information Systems

The University's computer and information systems, including but not limited to, e-mail, faxes, telephones and voicemail are to be used for the benefit of the University in connection with its functions. All data and files that reside on those information systems or are transmitted by and through those systems including word processing files, e-mail, voicemail messages, or database files

etc, are the sole property of the University. All individuals using the Information System acknowledge that their use may be monitored.

Without prejudice to any other rights it may have, the University reserves the right to intercept and/or monitor, and/or record, and/or view, as appropriate, the employee's use of its electronic communications systems, including telephones, office-based computers, laptops, remote access via a laptop or other electronic means.

Employees, who are found to have visited inappropriate sites at any time, particularly containing pornographic, sexist or racist material, may be summarily dismissed in accordance with the University's disciplinary procedures. Employees should exercise caution even when undertaking internet searches for legitimate business reasons.

Unauthorised access to and/or use of other employee's personal passwords and unauthorised use of University data, software and information any also give rise to the University's disciplinary procedures being initiated.

By signing these terms and conditions and by the employee's use of the University's Information Systems, the employee expressly gives his/her consent to such interception, monitoring, viewing and/or recording taking place and acknowledges that he/she has no exception of privacy in respect of e-mail, telephone calls, faxes, voicemail, communications and internet access and/or use.

Child Protection Policy

Employees accept that should their terms and conditions require it, they are liable to submit to Garda vetting procedures and co-operate fully with any such vetting inquiry in the interest of health and safety and security needs of the employer and the existing childcare procedures and child protection procedures.

You accept that at the University's request you will be liable to submit to Garda vetting procedures and further accept that you will co-operate fully with any such request.

Data Protection

The University will process your personal data in accordance with the General Data

Protection Regulation, the Data Protection Acts 1988-2018 and the University's Staff Data Privacy Notice.

The Staff Data Privacy Notice and further information relating to data protection, including the University's other data protection policies and processes, can be viewed at <https://www.maynoothuniversity.ie/data-protection>.

General Applicability of University Schemes

In general terms, schemes applicable to permanent employees are applicable to part-time and fixed-term contract staff on a pro-rata basis

In addition to the University policies directly described in this contract, you are obliged to comply with such policies as may be formally established from time to time by the University. While the University will make reasonable efforts to notify you of new policies or significant changes in policy, you are advised to consult the University's Human Resources webpage, from time to time, for information relating to policies and procedures affecting Administrative staff members.

Employee Declaration

I am pleased to accept this offer of employment on the above Terms and Conditions.

I confirm that I have read, understand and agree to the terms and conditions as set out above.

I confirm that I am not committing myself to the University in breach of any agreement with any other person or company and that I will not be restricted or prevented from undertaking or performing my duties by such agreement.

Signed: _____ (Employee)

PRINT NAME: _____

Date: _____ (DD/MM/YY)

Authorised for and on behalf of the National University of Ireland, Maynooth

Signed: _____ (on behalf of the University)

Date: _____