

The unofficial consolidated text of the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana constitutes merely an informational working tool, for which the University offers no material or other guarantees.

The unofficial consolidated text of the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana comprises:

- The Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 16 June 2016 and 28 June 2016 (in force from 1 September 2016)
- Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 29 March 2018 and 24 April 2018 (in force from 12 May 2018)
- Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 26 January 2021 and 28 January 2021 (in force from 29 January 2021)
- Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 29 March 2022 and 31 March 2022 (in force from 2 April 2022)

RULES ON AVOIDING CONFLICT OF INTEREST AND ON THE CONDITIONS FOR PERFORMING WORK OUTSIDE THE UNIVERSITY OF LJUBLJANA

I. GENERAL PROVISIONS

**Article 1
(Subject of regulation)**

With the aim of strengthening the integrity of the University of Ljubljana (UL), its member faculties and academies and associates, by these Rules the UL lays down the fundamental principles of required and expected conduct and the responsibility of all UL staff, the rules for recognising and preventing conflicts of interest in performing work at UL and the conditions for performing work outside UL.

**Article 2
(Definition of terms)**

- 2.1 UL employees** are all teaching and non-teaching, research and academic staff, including higher education teachers, academic staff and professional service staff who are employed at UL. For **UL employees** in Chapter III: The conditions for performing work outside UL do not pertain to workers who are employed supplementally at UL pursuant to the Employment Relationships Act;
- 2.2 Family members of UL employees** are spouses, children, adopted children, parents, adoptive parents, siblings and persons who share a household with the UL employee or are in an extra-marital relationship or partnership with them;
- 2.3 Conflict of interest** refers to circumstances in which the **private interests** of a UL employee **affect or create the appearance of affecting** the impartial and objective performance of their official duties or offices at UL (including teaching, research, advisory work and administration);
- 2.4 The private interests of a UL employee** are **material** or **non-material benefits** for that person, their family members, and other individuals or legal entities with whom that person has or has had personal, business or political connections (hereinafter: associated person), and which may be obtained through the work or position of the UL employee in their activities within or outside UL:
 - a) **Material benefits** means any form of increased material assets of the UL employee or their family member or other person associated with the UL employee.
Material benefits do not include:

- gifts which are traditionally or customarily presented at certain events (cultural, celebratory, completion of education and training, at holidays and so forth), if their value does not exceed the values set out in the act regulating the limits and duties of civil servants in relation to the acceptance of gifts;
 - income for work of a short-term nature in accordance with Article 8 of the Rules;
 - income from intellectual property rights (e.g. patents, copyright) provided by a legal entity which has a relevant agreement with UL in accordance with the UL rules governing the administration of industrial property rights or on the basis of some other agreement with UL on sharing licence fees or other compensation for the use of intellectual property.
- b) **Non-material benefits** means benefits that cannot be directly valued in financial terms, such as authorisation to make selections or the participation of a UL employee in a selection committee for employment or for another position (e.g. as a mentor, head of research programme or project, young researcher and so forth) for which their family member or other person associated with them is applying, or if in their pedagogical work they assess the work or study requirements of their family member or associated person;
- 2.5 **Work within UL** means work as part of an employment contract or other contract (creative or professional services contract and supplemental work contract) with UL or a UL member faculty or academy or other legal entity with which UL has a cooperation agreement. Work within UL is also work at another legal entity if such work is a condition for performing the educational process at UL member faculties and academies.
- 2.6 **Work outside UL** means performing work or concluding business by an employee while they are employed at UL for their own or another account, in the following conditions:
- UL has no cooperation agreement with the legal entity (inter-institutional agreement), and
 - such work or concluded business constitutes or could constitute for the employer competition and is defined in the **List of Activities, which is an annex to these Rules**, and
 - the work is not occasional or short-term, as defined in the UL Statutes and these Rules.
- 2.7 **A cooperation agreement (inter-institutional agreement)** is a form of contract concluded between UL and another legal entity under which an agreement is made on the type, scope and conditions of performing work by UL employees at that other legal entity.

II. AVOIDING CONFLICTS OF INTEREST

Article 3

(Fundamental principles for avoiding conflicts of interest)

- (1) Every UL employee has the duty in their **work at UL** to avoid any actual or potential conflict of interest, and must do everything to avoid it. They may not use their positions or office to fulfil any disallowed private interest for themselves or for another.
- (2) Means and equipment of UL or a UL member faculty or academy obtained for performing the UL public service may only be used for the activities and purposes of UL, and for other purposes only with the express **consent of UL or the UL member faculty or academy**.
- (3) UL employees and mentors, including those who are employed at another employer, must in all public notices related to work or study at UL and in work they are conducting in the name of the University, consistently state the name of UL.
- (4) UL employees **may not themselves participate directly in negotiations** over research agreements, licence agreements, purchase of equipment, sourcing potential external co/financers or other agreements between UL or a UL member faculty or academy and legal entities in relation to which there is a conflict of interest. A person authorised for or charged with negotiating to conclude such agreements must notify the Dean of the UL member faculty or academy in writing of a conflict of interest prior to the start of negotiations; where this involves deans, they must notify the Rector of any conflict of interest.
- (5) UL employees may not exploit their position and references obtained at UL so that associated persons and family members gain the opportunity to participate in research projects to the detriment of UL.

- (6) UL employees must avoid situations such as participation in a selection committee for employment or for another position (e.g. as a mentor, head of research programme or project, young researcher and so forth) for which their family member or other person associated with them is applying, or if in their pedagogical work they assess the work or study requirements of their family member or associated person.
- (7) The Rector, a Dean, the president of the Governing Board and the chief secretary may not sign contracts and other documents on the basis of which their family members or other persons associated with them could obtain material or non-material benefits.
- (8) The Rector, a Dean, the president of the Governing Board and the chief secretary may not sign contracts and other documents on the basis of which they themselves could obtain material or non-material benefits.
- (9) For all other cases of conflict of interest which UL member faculties or academies (UL members) identify in their operations, the UL members have the duty to establish a plan of managing the risk of conflict of interest and to address diligently every specific case of conflict of interest. UL members shall keep the working group for the integrity plan punctually informed of this.

Article 4 **(Duty to disclose and identify conflicts of interest)**

- (1) Upon taking up employment, all UL employees are bound to disclose any circumstances constituting a conflict of interest under these Rules and to immediately report any change or occurrence of new circumstances constituting a conflict of interest. The existence of a conflict of interest and measures to eliminate or prevent it shall be decided on by the **Dean of the member faculty or academy** at which the UL employee performs their work, while if this involves a dean the decision shall be made by the **Rector** or the **UL Secretary-General** for employees at the UL Rectorate. A conflict of interest must be decided on rapidly, and no later than in 15 days from the notification from the UL employee or from being notified of the existence of a conflict of interest, and the UL employee must be immediately informed of the decision. In the period from disclosure until a decision on the existence of a conflict of interest has been made, the UL employee must cease the activities which represent a possible conflict of interest.
- (2) UL employees shall report the information referred to in the first paragraph of this article on the pre-designed form which is an integral part of these Rules.

Article 5

All the provisions of this chapter relating to UL employees shall apply by analogy to external contractors.

III. PERFORMING WORK OUTSIDE UL

Article 6 **(Fundamental principles for performing work outside UL)**

- (1) Anyone employed at UL must conduct themselves to the highest academic standards in discharging all obligations deriving from their employment, such as: providing lessons in terms of transferring knowledge to students, in the scope and results of superlative academic, professional and artistic work and concern for development of the profession.
- (2) Superlative knowledge is the foundation and condition for performing work outside UL. In the performance of this work, the individual shall uphold the reputation of UL, since they are aware of the importance of the University's reputation for obtaining work outside UL and how it contributes financially to the UL mission. Maintaining the reputation of UL includes avoiding cooperation with organisations that breach the rules of good business practice and social responsibility.

Article 7

(Conditions for work beyond the scope of the employment contract with UL)

- (1) UL employees may go beyond the scope of work under their employment contract with UL to perform educational, research, artistic, professional, advisory or other work in fields in which UL is actually involved and constitute or could constitute competition for UL (competitive activity):
 - only under the aegis of UL, specifically through freelance or subcontracting agreements, or
 - at another entity with which UL or a member faculty or academy has a cooperation agreement and this involves work that is the subject of such agreement, or
 - based on the previously issued written consent of UL at employers with which UL does not have a cooperation agreement. Employees also require consent for work at institutes or other legal entities founded by a UL member faculty or academy or by UL, or
 - on the basis of the previously issued written consent of UL to perform work in one's own company (including sole traders; hereinafter: own company).
- (2) In cases where employees wish to perform work pursuant to indents 3 and 4 of this article, consent for work shall be issued in the event that the employee agrees to the payment of the contribution set out in the agreement between UL and the legal entity or employee based on the submission of documents that demonstrate the operation of the legal entity or payment to the employee in the past year. In the event that a licence agreement has been concluded for the performance of work pursuant to indents 3 and 4 of this article, the licence fee shall be taken into account in determining the amount of the contribution.

Article 8

(Short-term work)

- (1) In cases involving short-term work, a UL employee may perform such work outside UL in their own name on the basis of invitations for individual lectures, orders for the production of professional opinions, reviews and so forth, whose total contractual value in the calendar year does not exceed EUR 5,000 gross. In such cases the consent of UL shall be deemed to have been given.
- (2) The provision of an individual course or part of a course at another higher education institution shall not be deemed to be short-term work. The involvement of employees in higher education study programs and research at other institutions in fields that constitute an activity in competition with a member faculty or academy is not deemed to be short-term work. In such cases prior approval is required for performing such work.

Article 9

(List of activities)

Each member faculty or academy of UL shall draw up a list of fields in which it is actually involved. The list shall be based on the Annex to the UL Statutes and shall contain activities which the member faculty or academy or its employees perform as artistic, educational, developmental and professional work (research and advisory work) at UL. The list is an annex to these Rules.

Article 10

(Procedure for granting consent)

- (1) UL may consent to an employee performing work outside UL on the condition that the employee performs their work at UL conscientiously, professionally and to a high standard.
- (2) Written consent for work outside UL or at another employer or in one's own company shall be issued by: the Rector for higher education teachers and higher education associates on the proposal of the Dean of the UL member faculty or academy (member); the Dean of the UL

member for other research and professional technical staff at members; and by the chief secretary for persons employed at the UL Rectorate. Consent shall be granted on the basis of:

- a) a written request of the employee for consent to work outside UL or at another employer or in their own company;
 - b) an agreement referred to in paragraph 2, Article 7 of these Rules;
 - c) if this involves a request from a higher education teacher, a statement from the Dean of the UL member that the work of the UL employee at another employer will not impede the work process and will not constitute unfair competition for UL.
- (3) UL may place time restrictions on its consent and lay down other justified conditions of work. The consent referred to in indents 3 and 4 of paragraph 1, Article 7 shall be granted for a maximum period of one academic year or for the duration of the project. The UL employee must provide the Dean of the UL member or UL with an annual report on the work performed, or in the event that the work lasts less than a year, the employee must provide a report once the work has been performed.

Article 11 **(Performing an economic activity)**

- (1) Any employee may, for the purpose of performing economic activity, request the suspension of their employment contract for a period of two years, during which time their contractual and other rights shall be on hold, along with the obligations deriving from employment, and during which time they shall not receive payment from UL. During the period of suspension, which on the proposal of the employee may be extended to a total maximum of four years, the employee may freely pursue the economic activity which constitutes or could constitute an activity in competition with UL, or may take employment at another employer if there is no competition clause set out in their employment contract.
- (2) Suspension of contracts for higher education teachers shall be decided by the Rector, while suspension of the contracts of other persons performing work at UL members shall be decided by the Dean of the UL member, and suspension of the contracts of employees at the UL Rectorate shall be decided by the UL chief secretary. The Rector, Dean or chief secretary shall not approve suspension unless the smooth performance of activities is guaranteed.

IV. BREACH OF DUTIES

Article 12

- (1) If an employee fails to disclose a conflict of interest or to report changes to disclosed information, or reports erroneous or misleading information, this shall constitute a breach of employment contract duties and render the employee liable in accordance with the valid regulations.

V. TRANSITIONAL AND FINAL PROVISIONS

Article 13

- (1) These Rules shall enter into force on the day after their publication on the UL website, following their adoption by the UL Senate and Governing Board.
- (2) UL employees are bound to provide the statement referred to in the first paragraph of Article 4 of the rules within three months of the entry into force of the Rules. UL employees with whom an employment contract is concluded during the period of validity of these Rules are bound to provide the statement referred to in the first paragraph of Article 4 of the rules within three months of signing the contract.
- (3) In accordance with paragraph 1, Article 7 the record of all concluded cooperation agreements shall be kept at UL. Deans of UL member faculties and academies must submit a record of cooperation agreements to UL within six months of the entry into force of the Rules.

- (4) For all persons who are still employed at UL six months after the entry into force of the Rules, Deans of UL member faculties and academies must verify whether persons performing work at their institution have been granted prior approval to work outside UL in accordance with these Rules.

Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 29 March 2018 and 24 April 2018 contain the following transitional and final provisions:

Final provision

Article 2

This Amendment to the Rules shall enter into force on the day after its publication on the UL website, following its adoption by the UL Senate and Governing Board.

Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 26 January 2021 and 28 January 2021 contain the following transitional and final provisions:

Final provision

Article 2

This Amendment to the Rules shall enter into force on the day after its publication on the UL website, following its adoption by the UL Senate and Governing Board.

Amendments to the Rules on Avoiding Conflict of Interest and on the Conditions For Performing Work Outside the University of Ljubljana of 29 March 2022 and 31 March 2022 contain the following transitional and final provisions:

TRANSITIONAL AND FINAL PROVISION

Article 2

This Amendment to the Rules shall enter into force on the day after its publication on the UL website, following its adoption by the UL Senate and Governing Board.

Article 3

On the day these Rules enter into force, UL employees who perform work beyond the scope of their UL employment contract pursuant to the first indent of paragraph 1, Article 7, may no longer perform such work through their own company. The Rector shall cancel all already concluded agreements for the performance of such work through employees' own companies that are in effect on the date of the entry into force of the Amendments to these Rules, taking into account the notice periods set out in the agreements.

DISCLOSURE OF (NEW) CIRCUMSTANCES THAT MIGHT CONSTITUTE A CONFLICT OF INTEREST

Information on person employed at UL:

Name and surname, address: position:

I, the undersigned:

- *am familiar with the Rules on avoiding conflict of interest and on conditions for performing work outside UL (hereinafter: the Rules);*
- *I have read and understand the provisions on avoiding conflict of interest and the prohibition on competition;*
- *I undertake to abide by the Rules;*
- *I undertake to inform my superior immediately should I find myself while performing my work in a position that constitutes a conflict of interest under these Rules or the prohibition on competition;*
- *I am aware that I may be held liable in disciplinary, indemnity and/or criminal procedures for failure to abide by the Rules on avoiding conflict of interest and by the prohibition on competition.*

Disclosure of circumstances that might constitute a conflict of interest:

In your work at UL have you found yourself in a position that constitutes any of the circumstances set out in points 2.3. and 2.4. of the Rules?

In answering this, the following questions may help you:

- Have you or have you been required to assess the work or study requirements of your family members or other person related to you; are you a member of any of the selection committees for employment or some other position for which a family member or other person associated with you is applying (e.g. a legal entity with which you have or have had personal, business or political ties)?
- In the current or last calendar year have you received from any legal entity (natural or legal person, including your own or other person's sole trading entity) with which UL or a UL member faculty or academy cooperates any income, in whatever form, whereby your property or assets or those of your family members or persons associated with you increased (see point 2.4.a for examples that do not count as an increase in assets)?
- Do you participate in any way at UL or a member faculty or academy in negotiations over contracts on research agreements, licence agreements, purchase of equipment, sourcing potential external co/financers or other agreement between UL or a UL member faculty or academy and entities associated with you?

☐ No

☐ Yes. Please describe:

Place: Date: Signature: