

**Gerrit Rietveld Academie  
Integrity Code**

Amsterdam, January 2012

## Preamble

In their work at the University, employees - irrespective of their specific position - and (members of) university bodies can find themselves in situations where integrity may be jeopardised. Although people may sometimes be aware of this, it is often not the case. What may at first seem quite innocent can easily escalate into reprehensible conduct and even a criminal offence. This not only concerns such issues as forgery, fraud and corruption, but also cases in which an employee breaches their duty of confidentiality or there is an inadmissible conflict of interests.

This Integrity Code highlights which behaviour or activity is deemed to be admissible or not and which situations should be avoided. The Integrity Code is an elaboration of what the University sees as the role of a good employer; it not only applies to University staff but also - as far as is possible - all (members of the) bodies involved in the University.

The Code is not without obligation and non-compliance with it can result in sanctions. However, applying sanctions is not its primary aim, but merely the inevitable consequence of inadmissible behaviour. The primary concern is to ensure that employees and (members of) bodies are aware of situations in which integrity is threatened or might become so and that they can and are willing to account for their conduct.

## Article 1 Definitions

In this code, the following terms are defined as follows:

- a. Executive Board: the University board.
- b. University: the Gerrit Rietveld Academie, University of Applied Sciences for Fine Arts and Design, based in Amsterdam.
- c. Ancillary activities: paid or unpaid activities that the employee does alongside work for the University within the context of:
  - an employment contract;
  - an internship, staffing or secondment agreement;
  - a management position or role as supervisory director;
  - voluntary work;
  - practising an independent profession;
  - running one's own company, irrespective of its legal form;
  - share ownership.
- d. Employee: those persons involved in the organisation of the University on the basis of an employment contract, internship, staffing or secondment agreement.
- e. University body: Supervisory Board, Executive Board, Representative Advisory Council.

## Article 2 Scope of the Code

This Code applies to the actions and activities of employees involved in the (organisation of) the University on the basis of an employment contract, internship, staffing or secondment agreement. The Code applies also to the actions and activities of (members of) the University bodies.

## Article 3 Accepting gifts and donations

1. If an employee receives a gift or a donation by virtue of his or her position, this must be reported to the manager if the nature of the gift or donation and/or the way it is given should be regarded as irregular. Any gifts or donations sent to the home address of the party concerned that are also greater in value than approximately €50 must in all events be deemed irregular.
2. Notwithstanding the provisions of the first paragraph, gifts and donations must never be accepted:
  - a. in exchange for a something in return (possibly in the future);
  - b. while consultations and negotiations are ongoing.

## Article 4 Excursions, working visits, study trips, conferences and events

1. Excursions, working visits, study trips, conferences and events must serve a purpose and be in the interests of the University.
2. If, contrary to the provisions of the first paragraph, an event is not in the interests of the University in all respects, participation will generally only be possible if several persons or organisations have been invited and transparency is guaranteed.
3. Invitations to excursions, working visits, study trips, conferences and events may only be accepted if they are reasonable and approval is first obtained from the manager; they must never be accepted in

exchange for something in return. The latter does not apply if the employee is involved in the organisation of said activities and/or is responsible for part of the programme.

4. Generally, participation in excursions, working visits, study trips, conferences and events must be avoided while consultations and negotiations are ongoing, unless that participation is in the interests of the University and does not undermine the independent position of the party or parties negotiating.

5. The cost of participating in excursions, working visits, study trips, conferences and events will generally be payable by the University, taking due account of the applicable rules.

6. If the employee receives a payment, gift or donation for participating in excursions, working visits, study trips, conferences and events, the provisions of Articles 3 or 9 will, as far as possible, apply *mutatis mutandis*, depending on the specific circumstances of the case.

#### Article 5 Lunches, dinners and receptions

1. Lunches, dinners and receptions must serve a specific purpose.

2. Invitations to lunches, dinners and receptions may only be accepted if they are reasonable; they must never be accepted in exchange for something in return.

3. Where possible, in the case of lunches and dinners, there must be reciprocity.

4. Generally, participation in lunches, dinners and receptions must be avoided while consultations and negotiations are ongoing, unless that participation is in the interests of the University and does not undermine the independent position of the party or parties negotiating.

#### Article 6 Dealing with sensitive information

1. Information is described as sensitive:

- if it falls within the scope of the Personal Data Protection Act (*Wet bescherming persoonsgegevens*);
- if it concerns confidential information about the University and/or associates of the University;
- if it concerns confidential work-related reporting between employees and/or the bodies of the University;
- if it concerns confidential information about employees, students and/or course participants of the University.

2. Sensitive information, as referred to in the first paragraph, must be handled carefully and for the purpose intended. This information will not be placed at the disposal of third parties, unless statutory provisions require this or the Executive Board or - if the (members of) the Executive Board are involved - the Supervisory Board give permission for the requested information to be provided, taking due account of privacy legislation, where applicable.

#### Article 7 Conflicting interests and nepotism

1. In the job-related actions of the employee, the interests of the University take precedence, even if those interests conflict with the employee's personal interests. In the event of a conflict of interest, a decision may be made not to burden the employee concerned with the activities that are causing the conflict of interest.
2. Save in exceptional circumstances, employees must refrain from any activities that result in their becoming personally involved in deliveries, contracting or services for the University. If an employee does have personal involvement with said activities, this will only be possible if the interests of the University are not damaged as a result and his or her manager consents to the employee's involvement.
3. Generally, employees will not participate in consultations or negotiations in which family members or friends are involved and will not allow situations to develop that give an impression of deliberate preference being given to family members or friends.
4. In the event of the hiring of external parties that involve a previous long-standing existing (professional) relationship between the employee doing the hiring and the external party, a second person who is a member of the management team must give prior approval.

#### Article 8 Use of facilities

1. University property must be treated with care. Without explicit permission from the manager, an employee is not permitted to make (functional) private use of University property.
2. It is not permitted to purchase goods or services via the University for private use.
3. In principle, facilities made available by the University may only be used for the purposes of exercising the position. As a rule, the private use of these facilities is not permitted and any permitted use will be to a very limited extent and depend on the specific circumstances of the case.

#### Article 9 Ancillary activities

1. Activities as referred to in Article E-4 of the Collective Labour Agreement for Higher Professional Education (CAO-HBO) 2007-2010 and ancillary activities that are related to the activities carried out for the University must be reported to the manager or - if it involves the Executive Board - the Supervisory Board. A contractual relationship with the University and its associated legal entities, other than the existing contractual relationship between the University and the employee, will in all cases constitute related ancillary activities as referred to in the previous sentence. Negotiations between the University and the organisation where the employee is carrying out the ancillary activities will also constitute related ancillary activities. In the report submitted, the provisions of the collective labour agreement applicable to the employee will also be taken into account.
2. It is not permitted to carry out ancillary activities as referred to in the first paragraph if these are demonstrably damaging to the University. The damage referred to in the previous sentence can include both tangible and intangible damage.

3. Ancillary activities that are at odds with the provisions of the second paragraph must be terminated. If the conditions stipulated in the previous sentence are not fulfilled, the University may decide to attempt to terminate its contractual relationship with the employee. This can also occur if it emerges that an employee has unjustifiably and apparently deliberately failed to report an ancillary activity and said activity damages the University.
4. Any payments from third parties for ancillary activities carried out during working hours will accrue to the University, unless written dispensation from this obligation has been granted.
5. A record will be included in the University files kept about the employee of any ancillary activities reported by employees. Employees who are no longer engaged in the ancillary activities previously reported may request that the University deletes the record referred to in the previous sentence.

#### Article 10 Ethical conduct

Employees and (members of) University bodies are accountable for (the ethical nature of) their behaviour. If they encounter unethical conduct, they should initially call the parties concerned to account for that behaviour or - insofar as this is possible - make use of the Gerrit Rietveld Academie Whistleblower Regulations.

#### Article 11 Criminal offences

If there is suspicion that an employee and/or members of a University body have been guilty of criminal offences in exercising their position, this will be reported to the Executive Board or to the Supervisory Board if it involves a member of the Executive Board. It will then be the responsibility of the Executive Board, or the Supervisory Board as the case may be, to investigate whether the reported offences provide sufficient grounds for submitting a police report or initiating further investigations.

#### Article 12 Unforeseen circumstances

For cases not covered by this Code or for which its application is not clear, the Executive Board will have the authority to decide or - if the case involves the Executive Board- the Supervisory Board.

#### Article 13 Official title and entry into force

This Code is officially entitled the *Integriteitscode Gerrit Rietveld Academie* (Gerrit Rietveld Academie Integrity Code) and enters into force on the day after it has been adopted by the Executive Board.