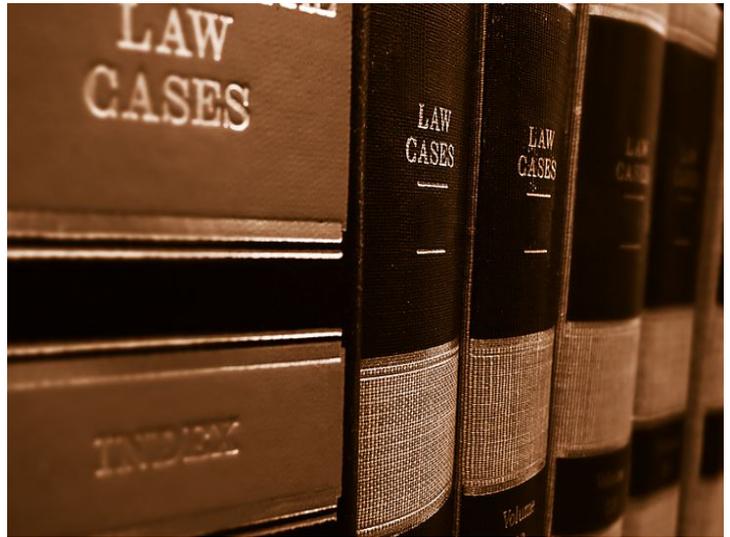


HR Counsel[®] Programme Prospectus



87%

The proportion of those responding to a recent FedEE survey who thought that there would be widespread corporate support for HR staff undertaking a professional legal training course.

Study for a professional qualification in multijurisdictional employment law



What is FedEE?

The [Federation of International Employers](#) (FedEE) is the leading organization across the globe for multinational employers. It was founded in 1988 with assistance from the European Commission, but today operates on an independent basis and is currently chaired by the Ford Motor Company.

FedEE provides an extension of a multinational company's corporate legal counsel function – but with an exclusive focus on HR-related laws. We back this up with a huge legal knowledgebase covering employment laws in over 60 countries worldwide – which member firms may consult on a 24/7 basis – plus a timely legal helpline service.

Our Academy was founded early in 2018 to provide advance legal training for HR practitioners. The first HR Counsel Programme began in June 2018 and was oversubscribed.

The programme is a part-time, distance-learning course leading directly to an Advanced Diploma in Multijurisdictional Employment Law and right to use the job title “HR Counsel[®]”.

Purpose of this programme

To prepare, and give recognition to, seasoned HR professionals for the provision of their multi-jurisdictional in-house legal role – focusing principally on employment and labour law compliance, HR standards, data privacy and protection, and labour relations. It will also allow those who are in HR jobs that currently focus only on one jurisdiction to gain the knowledge to transition to a multijurisdictional role.

HR Counsel[®] are legal experts who can interface on equal terms at a professional level with corporate counsel and external lawyers. They should therefore be able to obtain the best quality of advice and value for money from employment lawyers outside their department. The qualification QP-HR Counsel[®] (and thereby too the title ‘HR Counsel’) is owned as registered trade-mark by FedEE and may therefore only be used as a designation by full graduates of this programme.

Entrance requirements

Normally a good honours first degree (or an equivalent professional qualification such as Chartered MCIPD), plus at least three years HR experience. A good knowledge of the English language is also essential. Completion of the programme does necessitate access to FedEE's knowledgebase and therefore those seeking to undertake it will normally need to be employed by an organization that is a member of the Federation.

Status of the qualification

It is the Federation's intention for the HR Counsel® role and qualification to become widely accepted in the multinational marketplace during the next few years and also respected by other professional bodies. The Federation will be strongly promoting the programme and its significance.

Time requirements

This course is designed to fit in with a demanding daily work schedule. Therefore, the modules in each course are well defined and the assessment process does not require submission of unstructured essays. Each module should not take longer than 2 hours to complete. The total time commitment to undertake the full Advanced Diploma Programme will be around 70 hours in total – inclusive of personal tutor contact and assessments.

Approach

The course seeks to address real, practical issues faced by HR in a multinational setting – both in their own organisation and the specific countries where they operate. The modules are provided online at the [FedEE Academy](#) website and we utilize an established eLearning management system to deliver the course material and manage assessment. All courses commence with an introduction that is available as text and video or powerpoint.

Objectives

We will assist participants to:

- ▶ Develop further into seasoned HR professionals providing multi-jurisdictional in-house legal role focusing on employment and labour law compliance, HR standards, data privacy and protection and labour relations.
- ▶ Gain a qualification enabling the holder to be able to interface on more equal terms at a professional level with corporate counsel and external lawyers.
- ▶ Assess legal certainty – being better able to determine if a set of circumstances constitute a potential legal breach, how soon a potential breach needs to be resolved, whether to take external advice and the likely consequences for the company.
- ▶ Apply that knowledge to concrete practical situations in their own organisation – particularly for an increasingly scattered and remote workforce.
- ▶ Understand the framework of statutory and case law in the jurisdictions where they operate.
- ▶ Understand the pitfalls of dismissal procedures and good practice in respect to termination interviews in different jurisdictions.
- ▶ Develop drafting and review skills in respect to company rules/policies, employment contracts and compromise agreements.
- ▶ Understand the dos and don'ts of dismissal procedures and termination interviews in different jurisdictions.

- ▶ Gain insights into the way that laws develop and how they are enforced through the labour inspectorate, the courts and alternative dispute resolution mechanisms.
- ▶ Become familiar with ISO standards and codes of conduct in the HR field and know how to introduce them in a streamlined and least disruptive way.
- ▶ Be able to prepare a case on behalf of your company in order to brief lawyers handling a defence.
- ▶ Handle increasingly complex security and other data protection obligations.

Structure

The programme is part-time and conducted through distance learning, but with personal tutor support. It consists of 24 modules (inclusive of the two-part introductory module and a mini-project taken at a later stage of the programme). Participants must take the first two introductory modules and then may take the next nine modules in any order they wish – although we strongly recommend that modules 2,5 and 6 are taken at an early stage. Once module 10 has been completed, the remaining modules may also be taken in any order. Each module, once completed, gives rise to a credit and a minimum of 20 credits (including the mini-project) must be completed to obtain the Advanced Diploma. In order to qualify for an Advanced Diploma with Merit it is necessary to complete all 24 modules and do so to a high standard.

Those taking the course may do so entirely at their own pace, although completion of at least 20 modules must normally have taken place within 18 months from the date of commencement of the programme. Participation may also commence at any time. Once an application has been approved (which usually takes no more than three working days) we shall confirm that the place and send the joining pack. We shall also provide in pdf form a programme handbook containing the course syllabus in detail, contact details and Q&A.

All participants will have a personal tutor and learning will take place through online training audio-visual materials, text, personal research, tutor sessions by skype, QQ or other electronic means.

Prior to commencing studies, each participant will submit a short personal goals statement indicating what they are seeking from the programme. This will be mutually assessed at the end of the programme to ensure it has met its personal and overall objectives.

Tuition will draw on a set of ten key countries in order to illustrate jurisdictional differences – **China, France, Germany, India, Italy, Japan, Netherlands, UAE, UK and USA.** However, references are also made to other jurisdictions in the course material.

Special Credits

Because we appreciate that completion of the programme must be fitted into a busy daily work schedule, we will allow participants to opt for two sets of special credits during their studies. These allow a group of three chosen modules to be taken together in a more summary way – just by viewing the introductory presentations for each module and answering a question the Academy tutors pose relating to all three. This question will require the participant to write between 450 and 600 words. Once

marked and scored as a pass, the exercise will count as completion of all three modules. This facility will not apply to the two introductory modules, the mini-project (Module 19) or the final module.

Syllabus – The Courses



Course One: Foundation

Module 1 (A): Introduction to the Programme – Overview of law in an international context – the social significance of employment – the informal economy – labour law vs employment law – jurisdictions – legal compliance – the emergence of modern law – the growth of multinationals – globalization – volume of laws and court cases each year – differences due to company size – unions and free collective bargaining – the welfare function – the practical barriers to legal compliance – the role of the expat – linguistic/cultural factors – the concept of ‘face’ – centralization/decentralization – data source – harmonization – gold plating – the inflationary spiral – remote personnel – payroll companies – tax and immigration.

Module 1 (B): Introduction to Legal Compliance in Practice – The risks of hit and miss – how serious is an infringement? – sending executives to lawless states – naïve mistakes – guilt before proof of innocence – line management – crossing the radar – threat of blacklisting – moving operations and business transfers – entry risks – assumptions about commonality– centralised vs federal states – impact of protectionism – free trade vs jobs? – quid pro quo – buy American, hire American – reshoring and automation – employment status and free movement – what is employment? – native-ization – buying the right to reside – jobs posting restrictions – representative structures and labour standards – union mergers and militancy – new forms of representation – raising standards through negotiation – counter–pressures – global HR trends – labour displacing technologies – new taxes and other obligations – ISO–HR standards – compliance becoming centre–stage.

Module 2: Legal Concepts, Language and Procedures – UK and US common legal phrases and abbreviations in the employment field – curiosity of use of Latin in the ambit of employment – English expressions – the main international legislative body for employment matters: the ILO – the 8 fundamental conventions and their ratification – essential human rights international treaties to do with employment – what are judicial principles? – A Japanese judicial test for redundancy – determining unreasonableness and causation test – due diligence – what does ‘due diligence’ involve? due diligence for an HR professional – general structure of courts – the EU Court structure – judicial independence – court procedures – elements of the legal process regulated by CPRs – local employment law court procedure – Bahrain’s reporting rules – what is evidence? which evidence has more weight? A simple evidence test – how is evidence presented in court? – admissibility of evidence – special categories of evidence – submissions and their way of presentation – the right to Appeal – a general framework of the pre– hearing – preparatory proceedings in Japan – legal representation at an employment tribunal – what is discovery in legal proceedings – discovery, disclosure the US and the UK – legal privilege – No win, no fee – cost parameters – what does “cost” include in legal proceedings?

Module 3: Work Rules and HR Policies – Drawing up work rules and approval by employees – handbook development and submission – compliance with regulatory framework – policy and procedures – Clear, fair, consistent and unambiguous – Language used – legal requirement? – Exceptions – making sense of local laws – the badly written policy – compliance with multiple (and conflicting) requirements – talent management and employee retention – policy enforcement and amendment – mainstreaming – conversion to specific procedures – updating – costing– mode of communication– digitization – betrayal of strategic position – legal restrictions on storing/delivering policy data – policy pitfalls –NLRB examples of good/bad practice – privacy vulnerability in Spain – perpetual holiday entitlement in Italy – the Law vs Company Interests – sidestepping obligations – enforced compromise settlements – IR engineering – unpaid Internships – USA and UK – Internships in Japan – the German model – French attitudes to performance

appraisal policies – Indian caste system in check – invasion of religious values – gold plating vs chrome plating – organisational symmetry – the temptation to simplify and level up – pressures from the informal economy – slipping under the radar – core HR policies – exceptions vs need for flexibility – the invisible mountain – review and enforcement.

Module 4: Establishing and Maintaining HR Policies – Focus on enhanced shared parental leave – UK law since April 2015 – the UK is not alone – drafting problems gaps in statute – absence of case law – problem of protected characteristics – IR/ collective constraints – who can take shared leave? – statute – legal precedence – company precedence – collective agreement – Policy purpose, market factors and ability to pay – detail and discretion – verification – where policies not relevant – unsuitable foundation for company values policy review, who does it? – contingency clause – meshing policies – adding addenda – using “wf “ – sampling policies for validity – escape clause – costing enhancements – Comparative review – policy profiling – # MeToo and the HR response – SRA response in UK – taming the monster.

Module 5: Civil Law – Civil liability – the meaning of civil law – employment contracts – the determination of causality – personal injury claims – tangible and intangible damages – professional indemnity – mandatory arbitration clauses – private wrongs – seeking compensation – civil vs criminal law systems body of rights and obligations – codes of conduct – legal opinions – duty of care by employers – health, safety and wellbeing – factors that amount to a duty of care – status of claimants – is there an employment contract? – advantages and disadvantages of service contracts – claiming employee status – legacy liabilities – past mergers – less problematic in service contracts –civil breach of contract – generally a civil breach – material and immaterial (warranty) clauses – termination vs damages – employment contracts – mainly material in nature – damages, specific performance, or cancellation and restitution – advantages of ADR – torts – civil wrong – Tortfeasor – negligence – Atkin test – torts only exist in common law systems – unenforceable rights – other party may not know – overbroad clauses – unjustified waivers – contributory negligence – failure to act prudently – tit for tat – vicarious liability – wrongs done by someone else – steps necessary to prevent it – mitigating actions – third parties – parties entering into agreement for another one –what rights left to third part? – relaxation of ‘privity’ – joint and several liability – citing several parties – ability to claim from any of them – class actions – determination of causality – “but-for” test – personal Injury claims – tangible and intangible damages – professional indemnity – mandatory arbitration clauses.

Course Two

Module 6: Criminal Law and HR – Incidence of criminality – vulnerability of multinationals – types of crime – involvement of the state – punishment, not compensation – state determines if prosecution – imprisonment an option – incidence of criminality – zero tolerance –disappointing example of Japan – few countries free of corruption – vulnerability of multinationals – which jurisdiction? – company reluctance to report crime – types of Crime – crimes against company & crimes by company – serious vs petty crimes – where petty crimes can actually be serious – bribery – expectation test – close connection – trading of influences – Sapin II initiative – fraud (embezzlement) – funds theft – false representation – failing to disclose information – abuse of position – misuse of funds and graft – misappropriation – fraudulent claims for public funding – graft (where politician seeks reward) – anti-trust collusion and bid rigging – anti-competitive acts – cartels not necessarily criminal – secret consortiums – bid rigging – impersonation – CEO scam – CV fraud – hiding personal history – computer ransomware – narcotics – workplace violence – criminal harassment – corporate manslaughter – modern slavery – taking hostage – prevention Strategies – use and legality of CCTV cameras – limitations on background checks.

Module 7: Employment Status – Types of employment – Hierarchical differentiation – Pay differentiation – Skill differentiation – Time differentiation – Primary job v Secondary job – relocated and mobile employees – Employee or non-employee – agency workers – interns – commercial agents – non-exec directors – roll-up of holiday pay – employee sharing – misclassification claims – cadres and other special categories – personal service companies – contractors and subcontractors – treatment of expenses – putative employer’s – Gig vs standard contracts – ABC test – factor tests – tax vs employment tests – independent consultant wanting to be employee to receive equity rewards – hire and fire at will – antitrust collusion of agencies in Japan – contractor licencing in India – discretionary labour (Japan) – Pimlico Plumbers – Sash Window Workshop Ltd v King (UK), Dynamex case.

Module 8: The Recruitment Process – Legal considerations when recruiting and retaining top talent, selection criteria – communicating with candidates – the interview process – avoidance of prejudice and bias – unlawful questions – right of failed candidates to know reasons – taking up references – background checks – lawfulness of social media research – ensuring candidate has resigned from previous post (China) – verbal vs written contracts – time limits for issuing written contracts/employment particulars –

induction and probation – options where no probation is lawful (Belgium) – monitoring performance during probation – Comparative analysis of six countries.

Module 9: Anatomy of An Employment Contract – Statement of employment particulars – verbal/written contracts – statutory requirements in jurisdictions – limits on incumbents (fixed-term in Germany) – templates – level of customization – language law – obligatory clauses – legality of restrictive covenants – key elements – standard clauses – definitions – use of boilerplate clauses – reference to status (hierarchy/PT/fixed term etc) – probationary period, statutory differences – job descriptions – organizational structure – accountability clauses – notice periods – reference to HR policy and applicable collective agreement – legacy issues – rights to amend – enforceability – second jobs limitation – job flexibility – job sharing – signatures(witness/electronic). General western model contract – Chinese model. NB: This is a somewhat longer initial presentation than normal because of the ground it must cover.

Module 10: Immigration and Business Visas – Recognised country of employment – work permits vs residence visas – secondments and intra-company transfers – HIB/blue card/highly skilled workers – international experts – country quotas – posted workers – road transport, rail and airline workers – business trips – eVisas – terms and conditions for expatriates – employing third-country students – employing refugees – language requirements – repatriation – forms of localisation – family reunification – family relocation – re-location expenses – regions of particular risk – citizenship for investment – immigration trends.

Module 11: Discrimination and Harassment – The roots of prejudice – protected characteristics – multiple discrimination – direct/indirect discrimination – statistical discrimination – equal pay and equivalent worth – the New Jersey Equal Pay case –gender pay gap reporting trends – pay–secrecy requirements – salary history – stereotyping – LGBT as a criminal act (Middle East/Africa) – Title VII – obligation to investigate – what amounts to harassment? – moral harassment/bullying – “#MeToo” – required warnings – where perpetrator is a senior manager – reversal of burden of proof – short and permanent disability – percentage disability – accommodation– sensitivity of experience as age factor – special considerations concerning racial origin, religion and age – legal considerations when counselling parties – witness statements – victimisation – compensation – need to mainstream anti–discrimination requirements. This module will also involve the viewing of the FedEE film “Without Prejudice”.

Course Three

Module 12: Working Time – Time clocking – standard working hours – working hour limits – night shift – twilight shifts – continental shifts – continental shifts – rotating shifts – 14 days on, 14 days off – annual hours – time banking – on call–stand by – term–time working – flexitime – flexicurity – zero hours – overtime premia – shift–work limits – part–time – time monitoring (key depressions) – overtime hours for part–time workers – short–time working – exempt/non–exempt – Karōshi – work–life balance – 6–hour day – 4–day week – 8am start – telecommuting – time banking (Sweden/Netherlands) – Hong Kong with no limits to working time –working time exemptions for senior executives – working time includes commuting/work travel time? – right to disconnect.

Module 13: Leave Entitlements – Public holidays – annual leave – maternity, extended maternity and other forms of family leave – career breaks – job alternation leave – status of public/bank/local holidays – public holidays falling at weekends – sick leave vs disability – sick leave entitlement formula (USA) – holiday entitlements due to sickness and maternity leave – holiday carryover – cashing in unused leave – handling employee absence – handling employee absence and AWOL – unpaid sabbaticals – public service leave – unpaid sabbaticals – public service leave – working time includes commuting/work travel time? – right to disconnect – status of contracts during leave – handling pre–trial suspension (Spain) – right to return to same job after prolonged leave – replacing temporarily absent employees – status of contracts during leave – handling pre–trial suspension (Spain).

Module 14: Data Privacy, Data Protection and Keeping records – Privacy as a human right – employee monitoring – pre–employment and substance abuse medicals – access to HR records – government surveillance – GDPR – informed consent – employee profiling – automated shortlisting – right to be forgotten – document retention – subject access requests – enforcing protection of commercial secrets – data mapping – data residency – international data transfers – data loss and security breaches – cyber security systems – email privacy – blacklisting – accountability and data protection officers – the FedEE code of practice – data capture – legal obligations – past employee records – interview notes (discrimination) – material for references – legal considerations when giving references – data in support of disciplinary action – historical data as a strategic resource – the range of relevant data – what and how to

archive – long and short-term priorities – accessibility and traceability – confidentiality mapping – freedom of information – data for bargaining purposes.

Module 15: Performance Appraisal, Engagement and the Law – Helping people to realize their potential – what constitutes poor performance? – legality of aptitude/personality tests – performance criteria (legality) – performance normalisation (legality) – the job description (accountabilities) – engagement surveys – rights and pitfalls associated with engagement techniques – performance management systems – the performance review – 360 degrees feedback – SWOT – SMART – six sigma – RFT – Software systems (Workday HCM, Quantum Workplace, Engagedly) – dangers of nepotism and coteries – shared targets – team vs individual performance – matrix organisations – increments vs performance-based pay – verbal and written warnings – right to rectify – training shortfalls – constructive dismissal claims – induced absenteeism – link between appraisal, pay, career development and dismissal – consolidation of performance payments into base pay (Germany/Brazil) – fixed-term contract renewal – trade union/works council views – tax implications for one-off rewards.

Module 16: Remuneration, Benefits, Tax and Social Security – Knowledge management and ‘best practice’ companies – applicable collective rates – statutory minimum and ‘living’ wage – wage indexation (Belgium/Luxembourg) – statutory premiums – payroll obligations – job evaluation – pay scales and grading – service increments – equal pay – job evaluation – the New Jersey Equal Pay Law – 13th/14th month payments – top hat bonuses – profit share – share-options – calculating TOIL – productivity payment systems – legality of PBR/commission only/truck systems – global benefits governance – cafeteria-style benefits – wellness programmes and rising healthcare costs – statutory vs voluntary benefits – expenses vs benefits? – allowances vs benefits – benefit rights of contractors – defined benefit and contribution pension rights – international pensions and transferability rights – externalisation of liabilities – benefits reporting systems – executive remuneration – the productivity premium – remuneration committees – national/local taxes – earnings vs income – progressive, regressive or flat tax systems – PAYE or lump sum (UK vs France) – burden of social security (employee (Denmark, Romania), employer or both?) – E101/A1 – crossborder workers – mobile workers – expatriates – volunteers – casual workers – self-employment – payroll systems and reporting – taxation as an incentive/disincentive to engagement/productivity – dividends – double-taxation agreements – the social wage – tax avoidance vs tax evasion – tax breaks – tax havens and OECD rules – tax-effective benefits – tax on severance payments and pensions/commutation lump sums.

Module 17: Trade Unions, Works Councils, Employee Relations and Whistleblowing – Trade union rights – recognition and bargaining – trade union democracy – status of collective agreements – strikes, lockouts and work to rule – mediation, conciliation and arbitration – closed shops – right to work laws – two-tier boards – trade union representation during individual disputes – the 2018 German FLC ruling – protection for employee representatives – time off rights – legal framework for European and national work councils – information and consultation – co-determination – wage cartels – unionization trends – changing nature of representation and legal implications – protected disclosures – secrecy infringement – US Espionage Act – retaliation – detriment claims – limits to protection – public interest defence – country whistleblower laws – special advice centres (Netherlands) – openboard – legality of ‘media leaking’ and employee hotlines – “qui tam” actions – false denunciation – reporting wasteful or anti-environmental practices – unprotected disclosures – role of government Ombudsman – element of corporate governance – case law.

Module 18: Individual/Collective Redundancy, M&A and Dismissal – Protected individuals and jobs – redundancy vs dismissal – redundancy selection and criteria (Germany) – what amounts to a mass/collective dismissal? – insolvency – information and consultation – selection criteria for mass redundancy – discrimination during selection – false redundancy – voluntary redundancy – right to return if suitable vacancies – limitations due to collective agreement – statutory compensation rights collective vs individual termination – qualifying transfers – what is a protected transfer? – right to block transfers – ‘post-merger integration’ – situation of employees who refuse to transfer – necessary procedures – right to be informed and consulted – ‘appropriate representatives’ – treatment due to JV – dismissal during a transfer – detrimental changes – meaning of “economic, technical or organisational reasons entailing changes in the workforce” (EU Directive) – written and verbal warnings – methods of notification – right to be represented – when and how to suspend? – notice periods – severance (formulas ie: Belgium – disciplinary meetings – obtaining authority to dismiss (Netherlands) – what amounts to gross misconduct? – legal obligation to establish grievance procedures – right to reinstatement – exemption of occupational pensions (EU) – status of existing contracts and collective agreements – protection clauses in individual contracts – negotiating a dismissal – cooling off periods – obligatory counselling – compensation for gained clients (German commercial code) – obligatory retirement age – early retirement – thresholds – works council/board involvement – severance and other compensation – necessary procedures – sign-off.

Course Four

Module 19: Individual Short Project – Course participants are required to complete an exercise examining the introduction of a significant, new legal requirement into their own organisation's policies, procedures and practices. This will require the completion of a proforma project assessment schedule (PPAS). During 2018/19 this will be GDPR. The PPAS will be handled and held on file in the strictest confidence and not revealed to any party other than the course tutor and assessor(s). This module has no introductory presentation and should take no more than 2 hours to complete.

Module 20: In-House Counsel, External Lawyers, ADR and Going to Court – Hierarchy of expertise – information vs guidance vs advice vs direction – defining the problem – initial research – evaluating needs and costs – need for HR consultant, in-house counsel or lawyer? – short/long term solutions – gaining top-down support/endorsement – selection of external resource – preparing the ground – defining practical outcomes – getting straight down to business – does advisor know, or could they really know, all the 'answers'? – setting the response/cost limits – achieving delivery – assessment of interests – strategy for engagement – making a case – alignment of HR imperative with already recognised imperatives – concise communication – negotiating out of court settlements – defining options and consequences – merits of inaction vs action – quasi-contracts – time limits for cases – statute of limitations – compromise agreements – cross-border disputes – Rome convention – Brussels regulation – calling in a dispute (ACAS) – mandatory mediation (Norway) – independent arbitration services – mandatory arbitration and class actions – Epic Systems vs Lewis – arbitration rules – due diligence – counter-claims – without prejudice offers – interlocutory hearings – going to court – assessing liability – pre-hearing meetings – the case bundle – choice of plea – plea bargaining – witness statements – prima facie evidence – admissible evidence – circumstantial evidence – declaration of interest – move to dismiss – mitigation – specific performance – possible penalties – right to appeal – basis for appeal – value for money – deconstructing legal bills – future avoidance strategies.

Module 21: The ILO, EU and Other International Treaties – Formation of the ILO – range of conventions – core conventions – legal effect (soft law) – Luxembourg vs Strasbourg courts – regulations vs directives vs recommendations vs resolutions – the EU institutions – the EEA – Schengen – eurozone – how directives are shaped/approved – lobbying – legislative gaps (individual redundancy) – incorporation of social partner agreements – process of incorporating into national laws – late adoption – the Danish model – direct and indirect effect – periodic review and modifications – European Court of Justice – Advocate General recommendations – final judgements – referrals to national courts – Brexit – impact of nationalism – judicial freedom – future EU membership trends – social dimensions of NAFTA (and son of NAFTA), ASEAN – the 2018 EU-Japan Agreement and the Trans-Pacific Partnership.

Module 22: Health and Safety – Incidence of accidents and fatalities – classical forms of protection – EU rules – safety limits – mutual obligation – coverage of contractors – training and notification obligations – working time as health and safety issue – obligatory safety training – HGV drivers – making special workplace accommodations for disabled workers – H&S of teleworkers – protective clothing and equipment – materials handling – working from heights – dangerous substances – work-related disease – contagious diseases – workplace stress – scope of protection outside conventional workplace (drivers, teleworking) – corporate manslaughter – safety of executives on business trips – H&S committees – insurance and compensation – fire obligations – workplace medical obligations – duties and powers of H&S officers – labour inspectorate.

Module 23: HR Standards, CSR, Corporate Governance and Compliance – Efficiency vs excellence vs innovation vs legal conformity – quality standards – new range of ISO standards – interpreting and applying the ISO principles – what is CSR? – CSR in practice – corporate ethics – Board Committees – shareholder rights – corporate codes of practice – the cost and benefits of compliance – identifying risks – designing and implementing controls – improving transparency – financial compliance – dealing with compliance departments and auditors – client perceptions – unifying information – efficient ways to track regulatory documents and update policies – regulatory compliance software – standards and bottom line outcomes – reducing uncertainty – improving accountability – making most of shared resources – ISO certification.

Module 24: The Future of HR and its Legal Framework – New types of work contracts – increasingly complex regulation – tightening privacy controls – wider scope of equal pay rules to all protected characteristics – universal arbitration – greater standardisation – compliance through specialized departments – impact of AI/automation (especially in service sector) – less, but individually more critical jobs – proliferation of gig economy – reduced working hours – union resurgence – rising social instability – evolving reward mechanisms – changing corporate power balance – downsized HR – neo-globalisation – internet segmentation – new workplace elites – demise of democracy – powerless underclass – the new

leisured economy – demographic imbalances – pension for life – relative deprivation – Asian economic dominance – climate change – depopulation).

Further Programme Details

Course completion: Assessment will be through multiple choice and open-ended questions. Each module will be worth a total of 50 points, with a per module pass mark of 22.

Quality Control and Moderation

A quality control report will be written at the end of the course and submitted to the FedEE Board. We are also appointing a senior independent employment lawyer to act as an Moderator to review the programme material, teaching methods and feedback and they will be submitting their own report.

Outcome

Those passing the programme shall be able to use the designation ‘QP–HR Counsel’ (Qualified Professional Human Resource Counsel) after their name or the job title ‘HR Counsel®’. The full designation of the professional qualification is protected by an exclusive EU trademark, and trademark applications for other geographical areas are in process. Those passing all modules to a high standard will be awarded the Diploma with Merit.

Timetable

Those signing up to the programme may commence at any time during the year, but must normally complete the entire programme within 18 months. If they sign up before the end of October 2018 they may also attend Seminars in London on June 13th/14th and in June 2019.

Principal course tutors

Robin Chater: Founder and Secretary–General of the Federation of International Employers (FedEE). He is a graduate of Leeds and Lancaster Universities, MCIPD, Fellow of the Royal Statistical Society, FInstPa and a QTS under the UK Teacher Regulation Agency. For ten years he was an Advisor to the European Commission on discrimination law and equal opportunities and his labour law and relations experience has embraced post–graduate studies at LSE, writing for a leading industrial relations journal, advising corporate clients on class action law claims, being an expert for the UN’s ESWP, acting as a union–management mediator, undertaking works council training, drafting and reviewing employment contracts and HR policies, Chairing job evaluation and remuneration committees, and drawing up a statutory code of practice. He has written and edited several published books – including “Incomes Policy” (OUP) and two on data protection and privacy, penned numerous articles, produced two films and appeared frequently in the press and on the media. Before establishing FedEE in 1988 he worked for leading management consultants HAY (now Korn Ferry) and Arthur D Little and was Head of Practice for Robotics and Process Development at the R&D company CCL on the Cambridge Science Park. He has since continued to advise major companies around the World up to CEO and Chairman level.

Vasiliki Filippou: FedEE Senior Legal Counsel and Head of Legal Research. She holds an LLB and LLM (International Law) from Sheffield University and is bar qualified in Cyprus. She has previously worked both in private legal practice and as a corporate legal counsel for an international construction company which worked extensively across the middle–east.

Nicoletta Heracleous: Associate legal counsel at FedEE. She is a both qualified barrister and a qualified underwriter. Nicoletta has a European studies and modern languages degree in English and French

and an LLB from the University of Cyprus. She has also studied at Université de Liège, Belgique and worked as an underwriter at an insurance company and for a government law office.

Programme Fees

The fee for completion of the course is €1,450. No VAT is payable, provided that the participant resides and works outside Cyprus where our administrative centre is based. Companies may, however, qualify for one free place or a special discount if they joined the Federation after August 15th 2018 as Bronze+, Silver, Gold or Platinum [members](#).

Fees are inclusive of all tuition, assessment, a study pack (mailed to participants) and personal tutor time. To make a booking for multiple participants please email the Course Administrator on Academy@fedee.com.

Payment

The course fees will be subject to the terms and conditions for the programme. They should be paid one week before commencing the programme.

Course booking



To book a place for programme please go to the [online booking form](#), complete it and forward it back to the FedEE Academy Office.

Alternatively, please call our programme administration on +44 0207 442 5570 (London, UK), +1 857 444 0421 (Boston, USA), +61 261 452 842 (Canberra, Australia), or +852 300 85763 (Hong Kong) or directly email FedEE's Senior Corporate Counsel at vasiliki.filippou@fedee.com

The small print – terms and conditions

Please read these before booking any place(s) on the programme. The following clauses should be read in conjunction with The Federation of International Employer's (FedEE Global's) [Membership Terms and Conditions](#).

This is an agreement between yourself (hereinafter the purchaser) and FedEE Corporate Services Limited (hereinafter called FedEE) on behalf of the Federation of International Employers (FedEE Global), Adam House, 7–10 Adam Street, The Strand, London WC2N 6AA, UK (hereinafter called FedEE) for your purchase of a multijurisdictional employment law programme together with training materials, online facilities and tutor assistance. The person actually undertaking the programme shall be referred to as the participant, whether or not they have directly purchased admission to the programme.

By purchasing the programme online the purchaser and the participant are jointly or severally undertaking and agreeing to comply with all these terms. Rights to participate in this programme are not transferrable and those undertaking it must respect its author's intellectual property rights. If this purchase has been made in error then FedEE should be notified as soon as possible – and in any case – within three (3) working days of the booking – through the email address Academy@fedee.com. If within 5 working days of commencing the programme it is necessary to terminate participation in it for any reason the course fee paid will be refunded in full, minus a 20% administration charge.

1. PROGRAMME DESCRIPTION

The programme shall be undertaken on a distance learning basis in the participant's own time and according to their own timetable. The entire programme must normally be completed within 18 months of its commencement. Upon successful completion of the programme participants shall be awarded an Advanced Diploma in Multijurisdictional Employment Law, be able to use credential 'QP-HR Counsel® (Qualified Professional Human Resource Counsel)'. And the job title designation of HR Counsel®. Please note that we reserve the right to change the Programme syllabus content at any time and without notice. We also offer certain special concessions that are outwith the strict terms of the programme.

2. YOUR PURCHASE

The purchaser is obtaining the right of one participant to undertake the programme. The purchaser confirms that the participant holds a good honours degree or equivalent and has 3 years or more experience in an HR role.

3. THE LICENCE

Each participant may use the training materials and receive all training – provided they do so on an individual basis and do not share or copy materials or share training with any other individual(s). No material may be downloaded for any other purpose.

Neither the Purchaser nor participant shall rent, lease, sell, sub-licence, loan, translate, merge, donate, adapt, vary or in any way modify the training materials or associated documentation.

4. YOUR EQUIPMENT

In order to undertake this programme it will be necessary to have a fully functioning computer, laptop or tablet with a sound facility and stable broadband internet connection (operating to a secure ISP). Although visible on a mobile smartphone it will not be appropriate to base completion of the course purely on that device. We advise the use of Chrome, Firefox or Safari browser to undertake this programme.

5. DISABILITY

Every effort shall be made to accommodate those with physical and/or mental disabilities. However, unfortunately, because of the nature of the distance learning approach, this programme will not be appropriate for the visually or aurally impaired. Certain technical solutions may exist to overcome communication difficulties, but these will be the responsibility of the participant.

6. CONFIDENTIALITY AND DATA PRIVACY

Participants shall maintain the integrity and owner's copyright of all programme materials. They shall not publish project material outside their organisation without prior notification to, and clearance in writing from, FedEE and shall not draw on the course for the purposes of transferring know-how to other parties – except by way of guidance, advice and the application of research techniques.

FedEE and its Academy shall protect the personal data provided to it by each participant and not reveal it to any third party. All submission of work for assessment shall be through the [FedEE Academy website \(https://fedeeacademy.com/\)](https://fedeeacademy.com/). Before commencing this programme each participant will be given the name and contact details for their personal course tutor.

Once the programme has been completed certain necessary details will be held on record by the FedEE Academy in order to verify the legitimacy of the qualification gained. We shall also hold the name, organisation and dates relevant to those not completing or failing the course. It is a requirement for completing this course that FedEE and/or the FedEE Academy may confirm or otherwise the existence of the qualification claimed when approached by bona fide enquirers. We will not provide any further details than to confirm the qualification was, or was not, awarded, its date and – if awarded with merit – to also confirm that fact. Details of The Federation of International Employers /FedEE's data protection compliance terms under the GDPR are set out in its membership terms and conditions (<https://www.fedee.com> – see above).

7. LIABILITY

No liability shall exist whatsoever by The Federation of International Employers or FedEE Corporate Services Limited for the wellbeing or interests of programme participants. This includes physical and mental risks, loss of income or possessions, virus contamination in computer systems, interception by state or other bodies, loss of goodwill, infringement of third-party intellectual property rights, business interruption, loss or corruption of data, damage arising from a tort, use of VPN systems in certain jurisdictions, libel or any criminal acts by staff in the participant's organisation or any intermediaries. Notwithstanding these provisos, the maximum compensation that shall be paid shall be €1450. The purchaser and/or participant indemnifies The Federation of International Employers and FedEE Corporate Services

Limited for any costs or losses suffered or incurred due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions arising or due to completion of this course. No conditions, warranties, representations or other terms, express or implied shall be binding on either party in connection with this course.

All disputes in respect to this contract shall be handled through the disputes resolution mechanism laid down in the Federation of International Employer's Membership Terms and Conditions (see above). Liability in respect to such actions shall lie with the Federation of International alone and not in respect to any of its affiliates, representatives or their individual staff.

8. PAYMENT

Payment may be made either by the use of an authorised credit or debit card or by bank transfer. These shall be subject to an invoice transmitted in electronic form. A receipted invoice shall be sent to purchasers within 7 working days of payment. No VAT is payable for this course – unless the purchaser or participant is based in Cyprus (where our administration is undertaken).

Invoices should be settled within 31 days of being despatched to the purchaser or participant. The deadline for payment is one week before commencement of the programme. FedEE reserves the right to charge interest on unsettled invoices at a rate of 2% pcm after the initial 35-day credit period. We also reserve the right to discontinue course participation if payments are more than 60 days overdue. If data is supplied by purchasers or participants in error then we may adjust the fee upwards or downwards as appropriate. All fees will be charged in euros.

Bank details for all payments and transfers are as follows:

Recipient: FedEE Corporate Services Limited
Address: Suite 201, 46 Athinou Street, Agios Dometios, Nicosia 2363 Cyprus

Bank and address: Eurobank Cyprus, 41 Arch Makarios 111 Avenue, Nicosia, Cyprus.
IBAN number: CY49 0180 0008 0000 2001 0030 5027
Swift Code: ERBKCY2N

FedEE CSL VAT number: CY10356183Y

CORRESPONDENCE ADDRESS, EMAIL AND TELEPHONE

All postal correspondence should be sent to: The Course Administrator, The Federation of International Employers (FedEE Global), Adam House, 7–10 Adam Street, The Strand, London WC2N 6AA, United Kingdom.

Further details may be obtained by emailing membershipservices@fedee.com or by telephoning (+44) (0) 207 442 5570

9. TERMINATION

FedEE may terminate programme participation if these terms are seriously infringed and not remedied within 15 days after our giving due notice to the purchaser and participant or if the purchaser or participant or their organisation files for bankruptcy or insolvency. Upon termination, all outstanding sums due must be paid and course materials destroyed.

10. MERGERS OR TAKEOVERS

The right to continue undertaking this programme or payments due shall be unaffected by any form of business transfer. However, it shall be conditional on the purchaser or participant informing FedEE of the change in ownership within 45 days of it taking place and the newly formed organisation continuing membership of the Federation of Internal Employers when it falls due.

11. CONTINGENT EVENTS

Liability shall not exist for any events outside FedEE's control that prevents it from completing the conduct of the programme. In the event of force majeure the programme shall be suspended and an extension arranged for its completion.

12. WAIVER OF RIGHTS

No waiver shall exist because we fail in any way not to enforce conditions set out in these terms and conditions.

13. GENERAL TERMS

All notification by either party shall only have legal effect if in writing and, in the absence of any other specified period, at least five working days' notice shall be necessary. If any part of these terms and conditions shall be in error, out of date or not enforceable all other parts of agreement shall be unaffected.

These terms are subject to the laws of Cyprus and the courts of Cyprus unless otherwise agreed in writing by both parties. This service is also provided within the terms of applicable EU regulations governing business-to-business transactions.

14. DATA PROTECTION

All personal data obtained and maintained by FedEE in connection with the undertaking of this programme shall be held securely and be subject to the terms of the EU's General Data Protection Regulations (GDPR). Details of The Federation of International Employers /FedEE's data protection compliance terms under the GDPR are set out in its membership terms and conditions (<https://www.fedee.com>). No personal data shall be revealed to third parties other than confirmation of the holding of the qualification as outlined above – unless they have a statutory right to access the data. If individual participants wish to gain access to their personal data file they may do so under the Regulations by making a request via admin@fedee.com.

We reserve the right to revise and amend these terms and conditions without prior notice and from time to time.