

BETWEEN:

PROFESSOR ROBERT CARTER

Claimant

-and-

UNIVERSITY COLLEGE LONDON

Respondent

WITNESS STATEMENT PACK

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Clyde & Co LLP
August 2020

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WITNESS STATEMENT OF HANNAH BALOGUN

I, **Hannah Balogun**, of University College London Qatar ("**UCLQ**"), Humanitarium, 2nd Floor, Georgetown University, Education City, Doha, Qatar, **WILL SAY** as follows:

- 1 I make this Witness Statement in response to the claim brought by Professor Robert Carter ("**Professor Carter**") in the Employment Tribunal and in support of University College London ("**UCL**")'s strike out application which will be considered at the Preliminary Hearing listed for 26 March 2020.
- 2 The facts stated in this witness statement are true to the best of my knowledge and belief and, unless stated otherwise, are based on matters of which I am aware.
- 3 I refer to relevant documents in UCL's disclosure bundle in this statement and these are referenced as (doc X, [page Y], as

applicable]). These shall be updated in line with the Preliminary Hearing bundle once this is finalised.

Background

4 I am the Director of Human Resources at UCLQ and I have held this role since 1 June 2011.

5 Since UCLQ was a new **Activity Centre** when I joined, my role has ranged from operations and the logistics of the set up, to the strategic side of Human Resources.

6 Professor Carter alleges that he is able to pursue a claim in the Employment Tribunals of England and Wales against UCL, despite being a true expatriate who lived and worked full-time in Qatar. For the reasons set out below, I do not believe that he is entitled to pursue such a claim. His employment was subject to Qatar Labour Law and the policies of UCLQ, as expressed in his contracts, and he enjoyed benefits specific to those working at UCLQ. I have no doubt that Professor Carter considered himself to be subject to UCLQ's direction and policies for the duration of his employment, and he acted in a manner consistent with this until his employment was terminated.

Set up of UCLQ

7 UCLQ exists within Education City. Education City is both a physical city located in Doha, Qatar, and an educational zone under the Qatar Foundation for Education, Science and Community Development (the "**Qatar Foundation**") (doc 119, pp. E568 - E585). Education City

was set up by the Qatar Foundation as its flagship initiative. The Qatar Foundation is a Qatari non-profit organisation and legal entity, which is made up of around 50 entities (doc 118, pp. E556 - E567).

- 8 Education City was set up by Her Highness Sheikha Moza bint Nasser al-Missned, wife of the former Emir, Sheikh Hamad bin Khalifa al-Thani, and mother of the current Emir, Sheikh Tamim ("**Her Highness Sheikha Moza**") (doc 115, pp. E546 – E549; 116, pp. E550 – E552; and doc 118 pp. E556 – E567). Her Highness Sheikha Moza considered that a good education was the key to ensuring that the young Qatari population could broaden their skillset and help secure their success in the working world beyond the oil and gas industry, and she set up Education City with this in mind.
- 9 Her Highness Sheikha Moza was instrumental in the creation of a 12-square kilometre physical city. All the buildings in Education City were built and are owned by the Qatar Foundation. Her Highness Sheikha Moza populated Education City's buildings with leading universities from around the world, of which UCLQ was one.
- 10 I understand that throughout 2008 to 2009, Her Highness Sheikha Moza had several meetings with Michael Worton, who was the Vice Provost (International) of UCL at the time, about UCL setting up a presence in Qatar.
- 11 In October 2010, a written agreement was signed between the Qatar Foundation, the Qatar Museums Authority (now known as Qatar Museums) and UCL (the "**Agreement**") (doc 16, pp. C61 - C84).

This agreement set out the terms upon which UCL would create a university in Qatar. Consequently, UCL entered into a partnership with the Qatar Foundation and Qatar Museums to set up a Research, Training and Teaching Centre in Doha, Qatar, called UCLQ. This agreement was intended to run until the end of October 2020.

Status

- 12 The Agreement stated that: "*such centre in Qatar shall remain an integral part of UCL, and operate as a branch of UCL and shall not be established as a separate legal entity*" (see Recitals). UCLQ is not a separate legal entity from UCL and this was due to the complexities and restrictions of establishing a legal entity in Qatar as an overseas investor/organisation. This arrangement was typical of other universities who were based in Education City under similar agreements.
- 13 Professor Carter has expressed a belief that UCLQ is a department of UCL, but this is not the case. UCLQ operates as a standalone Activity Centre and it is not assigned to or connected with any of the Respondent's faculties. This was set out in a letter from the Provost, Professor Arthur, to Professor Carter and colleagues on 10 February 2016 (doc 59, pp. D240 - D241), and this is also reflected in UCLQ's Final Organisational Change Plan document (doc 24, pp. C118 - C129), which states that "*the activity centre reports directly to the Vice-Provost International not as a department, and not formally assigned to a UCL faculty*".

- 14 Despite some confusion as to UCLQ's precise status, which has on occasion led to a belief that UCLQ is a separate legal entity which can enter into contracts and undertake legal obligations (for example, the 'to whom it may concern' letter from Jeffrey Brown, doc 22, sp. C114), clause 3A.1 of the Agreement clearly states: "*the Parties hereby agree that UCL-Q shall be established in Qatar as a branch centre and not as a separate legal entity from UCL*". Furthermore, procurement letters from the Qatar Foundation (such as the letter dated 17 September 2014), which were routinely issued, confirm that "*UCL Qatar [...] operates in Qatar under the umbrella of Qatar Foundation [...] UCL Qatar maintain full responsibility for its operations*", which allowed it to enter into agreements, for example in relation to housing agreements for employees working for UCLQ.

UCLQ's operations

- 15 Her Highness Sheikha Moza and the Qatar Foundation control and stipulate how UCLQ is run, including the following:
- 15.1 Her Highness Sheikha Moza stipulated that UCLQ is located in Georgetown University's building in Education City;
- 15.2 Her Highness Sheikha Moza specified when UCLQ would be set up, and when it would begin accepting students;
- 15.3 UCLQ is entirely funded by the Qatar Foundation;
- 15.4 Every department and function at UCLQ submits spreadsheets setting out their proposed expenditure to the Qatar Foundation. This

occurs on a quarterly basis. Please see the blank template as a reference document (doc 107, p. D522).

- 15.5 All of UCLQ's capital costs and operational expenses are met by the Qatar Foundation;
- 15.6 UCLQ's budget and financial year of January to December is in alignment with the Qatar Foundation, as opposed to UCL where the financial year runs from August to July;
- 15.7 All of UCLQ's proposed annual expenditure is subject to approval by the Qatar Foundation. There is a long, internal process at UCLQ for setting the proposed expenditure. The entire budget is drafted in Qatari Riyals;
- 15.8 Once UCLQ's proposed annual expenditure is finalised internally, it is submitted to the Qatar Foundation by the second week of September, to enable the Qatar Foundation to review and validate the budget. The Qatar Foundation can scrutinise the proposed expenditure and can refuse to pay it. Often, there will be multiple reviews undertaken before the financial consolidation occurs at the Qatar Foundation's financial year-end;
- 15.9 On a quarterly basis, UCLQ submits a report to the Qatar Foundation, notifying it of UCLQ's actual expenditure for the previous quarter;
- 15.10 UCLQ is answerable to Her Highness Sheikha Moza and the Qatar Foundation, and members of UCLQ have to be prepared to explain all decisions to Her Highness Sheikha Moza and/or the Qatar

Foundation. Her Highness Sheikha Moza and/or the Qatar Foundation could call a meeting with any member of UCLQ, about anything to do with UCLQ, at any time;

- 15.11 The Qatar Foundation pays for housing for all employees working within UCLQ. Initially, they sourced this accommodation too, but given the demand, they subsequently stipulated that UCLQ would have to find accommodation for all employees working within UCLQ (as was the case for Professor Carter), and that they would reimburse the costs.
- 16 Notwithstanding the above, there are of course some links to UCL in the way that UCLQ operates. Whilst the courses, coursework, and exams delivered at UCLQ are all set and formulated in Qatar, by UCLQ staff, UCLQ itself does not have independent degree-awarding powers. Likewise, Education City does not have degree-giving powers, despite being an educational initiative. Therefore, so that UCLQ can award student degrees, UCLQ submits the courses, coursework, and exams, as formulated in Qatar, for UCL to review, and the degrees awarded are UCL degrees.
- 17 UCLQ also utilises Moodle (docs 117, pp. E553 – E555 and doc 120, pp. E586 - E592), an open-source learning platform used by a number of educational institutions (and professional services companies) worldwide. UCLQ academics place documents relating to the academic function, including grades, on Moodle. Colleagues at UCL also utilise the Moodle platform.

- 18 Additionally, UCLQ hosts its email and website on "ucl.ac.uk", and utilises the same systems and software as UCL. This is purely from a logistical and practical point of view, and for administrative ease.
- 19 Aside from this, UCLQ is entirely separate to UCL in its operation. UCL has no involvement in UCLQ's budget setting, review or approval. UCLQ has its own:
- 19.1 Physical location in Georgetown University School of Foreign Service in Qatar (doc 121, p. E593);
- 19.2 Head office, and head office functions, including HR function (see doc 101, pp. D462 - D464);
- 19.3 Employees who work exclusively for UCLQ;
- 19.4 Logo, which it used on all UCLQ correspondence and email sign-offs (see for example, doc 100, pp. D458 - D461);
- 19.5 Policies, which are only accessible by UCLQ and its employees (e.g. doc 19, pp. C95 – C98; doc 20, pp. C99 – C104; and doc 28, pp. C145 - C151);
- 19.6 Finance system, called QuickBooks, which is run in Qatar; and
- 19.7 Local IT network infrastructure, including storage and backup, internet connectivity and telecommunications.
- 20 All UCLQ employees are managed locally by the UCLQ Directors and UCLQ management, and employment relations/people issues are handled exclusively by UCLQ HR, in accordance with UCLQ-specific policies and procedures.

Professor Carter

The role of Senior Lecturer in Arab Archaeology

- 21 On 20 May 2011, UCL circulated job vacancies in UCLQ to UCL staff (doc 38, p. D193); advertising internally before advertising externally for roles is standard practice within UCL. One of these roles was Senior Lecturer in Arab Archaeology ("**the role**").
- 22 The job description (doc 35, pp. C183 - C185) made it clear that the role would be based in Qatar and that the job-holder would be expected to play a "*major role*" in developing and delivering not just the programme but also wider research and teaching strategies for UCLQ. The job description stated that the role-holder would need a "*suitable publication record sufficient for inclusion in the forthcoming REF process*". REF, or the Research Excellence Framework, is the UK's system for assessing the quality of research in UK higher education institutions, and certain research published by UCLQ academics was, where applicable, eligible to be included in UCL's REF submission(s). The job-holder was also expected to carry out duties requested by the Director of UCLQ. "*Experience of working internationally*" was expressed as a desirable characteristic, as were Arabic language skills.
- 23 Unfortunately, no one suitable from UCL applied for the role. Therefore, I understand that Professor Thilo Rehren, UCLQ Director at the time, circulated the role's advert to his network/contacts. In

any event, Professor Carter, who was working at another university at that time, came to learn of the role.

24 When Professor Carter applied for the role, UCLQ's physical set up was in its infancy; I was one of the first employees physically in UCLQ, and I moved there in September 2011. Therefore, the interview for the role took place in London.

25 Although I was not present at Professor Carter's interview, at the time that the offer of employment was made to him, I was the Director of HR at UCLQ. From this point onwards, I handled all of Professor Carter's onboarding, which included immigration matters and his family's move to Qatar.

Contracts, policies and benefits

26 On being offered the role, Professor Carter signed a contract of employment dated 11 July 2011 (doc 18, pp. C88 - C94) to start on 1 September 2011. This contract had the following features:

- 26.1 The "First Party" was named as "*UCL-Q*";
- 26.2 Professor Carter was repeatedly referred to as being subject to the various policies and procedures of "*UCL-Q*";
- 26.3 A number of UCLQ policies and procedures expressly formed part of the contract;
- 26.4 Section 15 explained that the contract's provisions were "*governed by the Labour Law*" of Qatar, and Section 3 of the Original Contract referred to Labour Law No. 14 of 2004, which governs employment relationships in Qatar;

- 26.5 Section 10 states that Professor Carter would receive "*full pay during public holidays decided by the Qatari government from time to time*" and on other UCLQ closure days, as determined by UCLQ management.
- 27 From his first day of employment with UCLQ, Professor Carter was subject to all of UCLQ's policies, like all members of staff at UCLQ, including UCLQ's Grievance and Termination Procedures (doc 20, pp. C99 – C104; and doc 28, pp. C145 - C151). As he was an academic member of staff at this point, like any other employee working for UCL, UCLQ, or any UCL-affiliated campus across the world, Professor Carter was issued a UCL card for his use at UCLQ, and he was also subject to Statute 18, UCL's policy regarding redundancy, discipline, dismissal, removal from office and appeals.
- 28 Professor Carter accepted a new position at UCLQ in 2017, following UCLQ's Organisational Change Process. He was then no longer subject to Statute 18, but continued to be subject to UCLQ's procedures, because he took up a role that was research-focussed, rather than academic. He was informed that Statute 18 would not apply to his new role in a meeting on 15 January 2017 (doc 64, pp. D257 - D259), at which I was present, and he subsequently accepted the position.
- 29 Professor Carter was paid in Qatari riyals, into a Qatari bank account, once this had been set up (doc 110, p. D527). As bank accounts can generally only be opened once individuals are physically located in Qatar, and the processing time can take 4 – 6 weeks in some cases,

it was not exceptional that Professor Carter was paid into his original UK bank account in pounds sterling, prior to his Qatari bank account being established. The Bank Account Details form which Professor Carter filled out on joining UCLQ stated: "*Once a Qatari bank account has been set up, please provide the details of this account for salary payments*" (doc 108, p. D523).

30 When Professor Carter joined UCLQ, he was given the option of having either an end of service gratuity or being a member of the University Superannuation Scheme ("**USS**") (doc 41, p. D202), a UK-based pension fund. Eligibility for an end of service gratuity is a benefit that is unique to employees based in Qatar and other Gulf Cooperation Countries. Professor Carter opted for the USS pension, meaning he would not then be eligible for an end of service gratuity in accordance with Qatar Labour Law No. 14 of 2004 (as amended). Professor Carter was provided with an informative document which stated that as contributions to the USS pension would be made in pounds sterling (and he would be receiving his salary in Riyals) a deemed baseline sterling salary would be agreed and revised each year, taking into account the prevailing sterling exchange rate, for the purposes of assessing pension contributions only (doc 105, pp. D488 - D499).

31 The benefits that Professor Carter received were not available to, and were vastly more generous than, those to which academic and research employees of UCL in the UK were entitled. The most significant benefit was that Professor Carter received his salary and

allowance gross; in accordance with the local tax laws and under Qatar Labour Law, there were no requirements for Professor Carter to pay personal income or social security taxes, aside from the required twelve months of national insurance contributions that all UK nationals are required to pay following their departure from the UK to work abroad. Therefore, Professor Carter received a monthly salary of QAR 23,647.17 gross, which, at an exchange rate of QAR 1: £0.1698 that applied at 1 September 2011, equated to £4,015.26 per month, tax-free.

32 In addition, Professor Carter received (doc 39, pp. D194 – D199; and doc 42, pp. D203 - D205):

32.1 Free accommodation (sourced by UCL and paid for by the Qatar Foundation);

32.2 Free utilities;

32.3 Subsidised transport to and from work;

32.4 Subsidised mobile and internet connections;

32.5 Free private medical insurance cover for himself, Mrs Paula Carter and his two children;

32.6 A school fees allowance for his two children, at a total of QAR 55,000 per annum per child, which on 1 January 2012 equated to £9,713 (QAR 1: £0.1731) (doc 39, pp. D194 - D199). I understand that this allowance covered the children's school fees in their entirety;

32.7 One free annual return flight for himself, Mrs Carter and each of his children;

- 32.8 An annual training budget of QAR 20,000 to be used for training in any country of his choice; and
- 32.9 Access to a substantial personal research allowance permitting him to research any topic of his choosing.
- 33 Based on my correspondence with Professor Carter in 2011 and as he settled into his role in early 2012, and given the clarity set out in his employment contract alongside the generous benefits he received, I believe it would have been entirely clear to Professor Carter that his employment was with UCLQ, and that he would be living as a true expatriate in Qatar with his family.

Professor Carter's move and permanent residence in Qatar

- 34 When Professor Carter's employment commenced in September 2011, as previously mentioned UCLQ's physical set up was in its infancy, so he did not relocate to Qatar for the first few weeks, during which time he worked for UCLQ from London and received a London living allowance (doc 45, p. D210).
- 35 Professor Carter moved to Qatar on a permanent basis near the end of October 2011 (doc 53, pp. D232 - D233), and his wife and children followed in early 2012. Professor Carter gave me no indication that he was under the impression the move would be short-term, or that he believed he was working for UCL in London, although I understand that he retained his property in the UK when he relocated to Qatar.

- 36 Once Professor Carter and his family were settled, I believe that they fully integrated into Qatari life and lived here permanently. I understand that they made friends in the area, and to my knowledge, they rarely left the country, save for holidays, training, and visiting family back in the UK.
- 37 Separately, Mrs Carter also worked in Qatar. She set up a Qatari-based consultancy and UCLQ engaged Mrs Carter to assist with administration on its Sudan project (doc 63, pp. D252 – D256; and doc 65, pp. D260 - D264). As with Professor Carter's employment, Mrs Carter was paid in Qatari Riyals into a Qatar bank account, following invoices which were submitted to UCLQ's finance department for processing.

Professor Carter's home and family

- 38 It was common practice for new employees at UCLQ to live in hotel accommodation until they were able to source appropriate permanent accommodation. Professor Carter lived in hotel accommodation, paid for by the Qatar Foundation, until a suitable permanent residence could be sourced for him and his family which met their requirements (doc 54, p. D234).
- 39 Professor Carter's accommodation was paid for by the Qatar Foundation, and sourced by UCLQ. In late 2011, I was in a lot of contact with Mrs Carter via email (see, for example, doc 49, pp. D222 - D226) and by telephone, so that I could help source an appropriate permanent residence for Professor Carter and his family. I remember

that Mrs Carter was specific about the type of house that she wanted, and what would be suitable. Professor Carter and Mrs Carter came to Qatar in October 2011 to view the properties that I had found for them, and to select appropriate schools for their children (doc 52, pp. D230 - D231). I remember that, when I was showing Professor Carter and Mrs Carter around the properties, she was unhappy that none of the properties that she had seen were suitable.

40 This was one of the reasons that Professor Carter's family's move to Qatar was not immediate; Mrs Carter made it clear that she would only move for the right property. A property that met their requirements was eventually found in early 2012 within Education City Community Housing, and they then sourced a new property in September 2012. I understand that they relocated again in 2015 due to structural issues with this property.

41 Additionally, Professor Carter and Mrs Carter understandably had exacting requirements for their children's education in Qatar, and struggled to find the right school, which added to the length of time that it took Professor Carter's family to move to Qatar.

42 Eventually, and with UCLQ's assistance, the children obtained a place at the Compass International School, Doha, which was a prestigious and expensive school in the area. The Qatar Foundation provided Professor Carter with a generous school fees allowance, which is set out at paragraph 32.6. This benefit, along with the accommodation allowances referred to above, was unique to UCLQ employees, and does not apply to those working at UCL in London.

- 43 Professor Carter's family moved to Qatar permanently in early 2012. Before the move, Professor Carter's personal email signature referred to his London home address (see, for example, doc 43, p. D206). When he moved to Qatar, however, his signature made reference to him living in Qatar (see, for example, doc 94, pp. D407 - D414).

Professor Carter's onboarding

- 44 Professor Carter originally moved to Qatar on an entry visa (doc 48, pp. D219 - D221) and on 1 December 2011 he obtained a residence permit (also known as a Qatar ID). The Qatar Foundation issued his residence permit and handled his and his family's immigration matters, as they do for all employees. I and my UCLQ colleagues assisted by collecting all his details, including facilitating his passport and health checks, fingerprints and x-ray, which are carried out by the Qatar Foundation before a residence permit can be issued (see, for example, doc 57, pp. D237 - D238). In addition, I undertook Professor Carter's referencing, employment checks and other administrative tasks.

- 45 Professor Carter was sponsored by the Qatar Foundation for immigration purposes, not UCL (doc 21, pp. C105 - C111).

Professor Carter's day-to-day role

- 46 Following his move, Professor Carter was permanently based at UCLQ in Georgetown University's building in Education City. He had his own office in the building, and dedicated UCLQ teaching areas.

- 47 Professor Carter was originally supervised by Professor Rehren and when Professor Rehren left, Dr Sam Evans, Director of UCLQ, became Professor Carter's supervisor. Both Professor Rehren and Dr Evans were permanently based in Qatar;
- 48 Professor Carter only managed staff based in UCLQ in Qatar, or engaged contractors based in Qatar, such as UCLQ did with Mrs Carter (doc 62, pp. D249 - D251). All of Professor Carter's students attended classes in UCLQ's building in Qatar.
- 49 All HR processes went through UCLQ, and were run by me or my colleagues. Professor Carter contacted UCLQ HR when he wished to make a request or had any issues in relation to his employment. For example, he liaised with myself and Vicky Kolajian about reclaiming leave days during Eid-al-Fitr holidays in Qatar (doc 71, pp. D280 - D282). In addition, when UCLQ ran the Organisational Change Process in 2017, Professor Carter liaised with UCLQ HR staff.
- 50 Professor Carter's work was focused on Arabian and Middle Eastern Archaeology, specifically relating to Gulf towns and the Islamic world. His main research project was the Origins of Doha and Qatar and his work was exclusively funded by the Qatar Foundation and the Qatar National Research Fund.
- 51 With effect from 1 October 2015, Professor Carter was promoted from Senior Lecturer to Professor of Arabian and Middle Eastern Archaeology. A letter confirming this dated 28 August 2015 states:

"your appointment will be held in UCL Qatar [...] your salary will be QAR 375,028 per annum [...]. (doc 23, pp. C115 - C117). This equated to £66,904.99 on 28 August 2015 (QAR 1: £0.1784).

The role of Professorial Research Fellow

52 In 2015, UCL's new Global Engagement Strategy moved away from an overseas campus model and the Qatar Foundation changed its course focus priorities in the context of their appeal to Qatari nationals. As the demand for certain courses lessened, including Archaeology in the Arab and Islamic World, there was a diminution of work and UCL ultimately agreed with the Qatar Foundation and Qatar Museums that negotiations to materially extend the partnership should not take place and the operations of the campus would cease in October 2020 as originally intended (albeit an extension to 31 December 2020 was later agreed to finalise operational matters). One of the courses selected by the Qatar Foundation for closure was the Masters programme in Archaeology in the Arab and Islamic World, on which Professor Carter taught.

53 Under UCLQ's Organisational Change Procedure (doc 19, pp. C95 – C98; and doc 24, pp. C118 - C129) and the rest of the HR team at UCLQ managed a restructuring programme known as the Organisational Change Process ("**the OCP**"). The OCP was conducted in accordance with Qatar Labour Law; for example, as local law only allows employers with one hundred Qatari employees or more to create a workers' organisation (a Qatari form of trade union) and only Qatari nationals may be members and represented

by the workers' organisation, those consulted as part of the OCP (including Professor Carter) were not entitled to create a union or have union representation. Individuals were, however, entitled to have a UCLQ workplace colleague attend meetings with them for moral support as they were familiar with the local policies and procedures. Professor Carter took up this offer.

54 Professor Carter was offered a new fixed-term role as Professorial Research Fellow in Arabian and Middle Eastern Archaeology ("**the research role**"). This role was also intrinsically linked to the Qatar Foundation due to a partnership between UCLQ and the Qatar National Research Fund. Professor Carter was, in the alternative, offered a discretionary ex-gratia severance payment which would have exceeded any payment that he would have received had he been working for UCL in London and been subject to the redundancy laws of England and Wales.

55 He chose to accept the research role in September 2017, and he signed an entirely new contract (doc 27, pp. C133 - C144). A key difference to this contract was that, because Professor Carter would no longer be considered an academic member of staff, as this was primarily a research role, Statute 18 would not apply to him.

56 The contract expressly provided that: "[Professor Carter] *acknowledges and agrees that [he] has no right of employment with [UCL] in the United Kingdom*" and that "[Professor Carter] *will at all times be based in Qatar for the entirety of his/her employment*".

57 The contract also stated that "[Professor Carter] *also acknowledges and agrees that the period of [his] employment in Qatar will bear no connection to or nexus with any entity ([UCL] or otherwise) or perceived employment rights in the UK. Further [Professor Carter] acknowledges and agrees that the only rights pertaining to his/her employment with [UCL] are as described under this Contract and the Qatar Labour Law...*"

58 It also included a paragraph saying: "*The provisions of this Contract are governed by and construed in accordance with the Qatar Labour Law and the executive decisions thereunder and as such, they constitute the basis to resort to in the event of any disputes arising between the two parties unless the conditions of this Contract include more favourable advantages to [Professor Carter].*"

59 Above the signature section, Professor Carter was prompted to contact Tanveer Razaq of UCLQ if he had any queries.

Termination of Professor Carter's employment

60 Professor Carter's employment was terminated in accordance with Qatari laws and UCLQ's Termination Procedure. It was UCLQ practice, as per its Staff Retention Package (doc 29, pp. C152 - C167), and failing successful redeployment to UCL, to offer an ex-gratia payment in Qatari Riyals (based on age and length of service) to UCLQ core staff employees with at least two years of continuous service and whose employment terminates as a result of an OCP. Once Professor Carter had accepted the research position in 2017

which, as per his contract, was subject to an expected end date (see paragraph 54 and 63), UCLQ agreed to postpone his eligibility for an ex-gratia payment to the end of his employment, as a gesture of goodwill.

61 In late 2018, he was therefore offered a discretionary one-off payment subject to signing a **Settlement Agreement** (doc 123, pp. F595 - F611) following the receipt of independent legal advice (up to specific amount, as is typical in these circumstances). Whilst the amount offered should have been ring-fenced to take into account his length of service up until 2017 (when he accepted the role of Professorial Research Fellow), the amount offered was actually calculated based on his length of service as at September 2019, which increased the amount offered to him.

62 Whilst Professor Carter's employment was governed by the laws of Qatar, it was a key consideration from a risk perspective to ensure that all potential claims, including those in England and Wales as well as in Qatar, were compromised, given substantial termination payments were being made.

63 In accordance with the UCLQ Termination Procedure, Professor Carter was provided with notice of the termination of his employment in a verbal meeting on 10 March 2019 (doc 67, pp. D267 - D270) and formal written notice followed on 20 March 2019 (doc 30, pp. C168 - C170). He was then provided with the Settlement Agreement, which he subsequently refused to sign. His employment was scheduled to terminate on 25 June 2019 but UCLQ facilitated Professor Carter's

request to extend his employment to 15 September 2019 in order for him to complete work on the projects he was working on to a high standard, notwithstanding that the contract was for a fixed-term and stipulated that Professor Carter's role was only "*expected to continue to 10 February 2019*". Professor Carter confirmed that all his work would be concluded by that point, however this was not the case, and he subsequently entered into a separate contract to complete the same (see paragraph 73 below).

- 64 Following the termination of Professor Carter's employment, he was issued a P45 by UCL due to an administrative error. P45s should not be issued to anyone in UCLQ, as they are employees based in Qatar, and they do not pay tax, aside from the initial twelve month requirement as expressed at paragraph 31, or national insurance contributions in the UK (doc 109, pp. D524 - D526).

Professor Carter's grievance

- 65 Professor Carter raised a grievance in accordance with UCLQ's Grievance Procedure on 6 August 2019 (doc 82, pp. D348 - D361). His grievance alleged (amongst other things) that he had been discriminated against by virtue of location due to UCLQ's use of its Termination Procedure as opposed to England and Wales redundancy practices; that he had been prevented from accessing union support and that he had been denied a right of appeal against his redundancy given the timeframes stipulated in UCLQ's Termination Procedure. In my response dated 17 September 2019 (doc 95, pp. D415 - D419), I explained how the specific grounds for

his termination complied with Qatar Labour Law, and reminded him that these terms had been repeatedly communicated to him through various prior correspondences. It was also explained to Professor Carter that the same procedure had been followed for his termination as would have been for any other employee of UCLQ.

66 A grievance hearing was held on 29 September 2019. Parthipan Sockalingam, Finance Director of UCLQ, heard the grievance and determined that Professor Carter's complaints could not be upheld (doc 98, pp. D440 - D454). His reasons for this decision included that discrimination by location was not a concept which legally existed, that Qatar Labour Law applied to his employment (which meant, for example, that he was unable to be represented by any trade union and no UCLQ policy could override this) and that there was clear evidence of correspondence and information provided throughout Professor Carter's employment confirming the applicability of Qatar Labour Law and UCLQ's policies and procedures.

67 Professor Carter's grievance was handled by UCLQ staff in Qatar, despite Professor Carter seeking to involve employees at UCL in London on a number of occasions (see, for example, doc 102, pp. D465 - D470). He relied on UCLQ's Grievance Procedure, for instance, he complained that the grievance hearing bundle was a day late according to the deadline stipulated in the policy (doc – 5 dec 17.25 grievance appeal). The bundle was sent out a day late due to the volume of the documents and this was communicated to Professor Carter (doc 97, pp. D438 - D439).

68 Despite the fact his appeal was outside of the deadlines stipulated in UCLQ's Termination Procedure, Professor Carter was given the opportunity to appeal the grievance outcome, and an appeal hearing was held on 8 December 2019 (doc 106, pp. D500 - D521). The appeal was heard by Jamie Shaw, Operations Director of UCLQ. It was explained to Professor Carter that the appeal hearing was the final stage in UCLQ's Grievance Procedure, and it was noted that particular elements of Professor Carter's appeal could not be re-heard. For example, his complaint that UCLQ procedures should not have applied to his employment or grievance were not heard, on the basis that Professor Carter failed to set out sufficient grounds for his appeal (doc 104, pp. D474 - D487).

69 Professor Carter's appeal was not upheld. His claim, as set out in his form ET1, is brought on very similar terms to those set out in his grievance brought under UCLQ's Grievance Procedure in August 2019.

Honorary appointment

70 During his roles as Senior Lecturer and Professorial Research Fellow, Professor Carter only supervised students who attended UCLQ. In circumstances where the student completed a Master's degree at UCLQ and continued their PhD at UCL, Professor Carter would have remained their supervisor.

71 An honorary appointment is a privilege that is bestowed on a number of academics when they leave UCLQ. At the time that Professor

Carter left, I had understood that Professor Carter was not being given an honorary appointment. I now understand that following discussions with UCLQ, Professor Carter agreed and was engaged by UCLQ as Visiting Professor from 16 September 2019. This honorary appointment was largely for continuity purposes for the benefit of those PhD students referred to above (doc 90, pp. D397 - D399). The letter confirming Professor Carter's appointment stated that general arrangements "*should continue to be made in consultation with Dr Sam Evans, UCL Qatar Director*" and that "*the appointment is an honorary one and will be for the period of [Professor Carter's] active association with UCL Qatar until 31 October 2020*". The letter also specified that the "*standards, behaviours, procedures and regulations*" of UCLQ apply to Professor Carter during this term.

- 72 An honorary appointment has no benefits or salary associated with it and is an accepted academic practice in Higher Education. Professor Carter is not an employee of UCLQ, or UCL and there is both no obligation for him to be offered work, or for him to accept such work.

Contract of services

- 73 On around 7 November 2019, Professor Carter entered into a contract with "*University College London, acting through its activity centre UCL Qatar*" to finalise his research project "*The Origins of Doha and Qatar*" ("**the research project**") (doc 34, pp. C179 - C182). The research project was paid for, and was for the benefit of,

the Qatar National Research Fund, which is part of Qatar Foundation (see paragraph 1.1 of the contract). He was paid QAR 100,000 for his work on the project (see paragraph 2 of the contract).

- 74 His work was a separate engagement to his previous employment with UCLQ, as was made clear in paragraph 6.1 of the contract. As such, he was not permitted to attend UCLQ to complete work on the research project, unless Dr Evans agreed to this in writing (see paragraph 1.3 of the contract). As was made clear in paragraph 8, this contract is governed by and construed in accordance with the laws of the State of Qatar.

Conclusion

- 75 From the beginning of his employment at UCLQ, Professor Carter has, to the best of my knowledge, embraced life in Qatar and lived as a true expatriate. His contractual documentation makes numerous references to UCLQ's management and policies and Qatari laws, and the benefits which Professor Carter received surpass that which are commonly provided in UCL, and are typical of expatriates living full-time in the Qatar. Most significantly, in accordance with the local tax laws and under Qatar Labour Law, there were no requirements for Professor Carter to pay tax or social security contributions, aside from the requirement to pay national insurance for the initial twelve-month period when he first moved to Qatar.

- 76 The day-to-day nature of Professor Carter's role and responsibilities was centred on UCLQ, including the students he taught and/or

supervised and his research subjects. He raised issues with the relevant UCLQ teams when appropriate, and relied on relevant UCLQ policies at key points of his employment, for example during the grievance process.

77 I have no doubt that Professor Carter considered himself to be subject to UCLQ's direction and policies for the duration of his employment and I have no reason to think that he did not appreciate that his employment was subject to Qatari law. That is what the contractual documentation states and Professor Carter has acted consistently with that up until his employment was terminated and he initiated these Employment Tribunal proceedings.

The facts stated in this witness statement are true to the best of my knowledge and belief.

Signed:

HANNAH BALOGUN

Dated:

Case No. 2205106/2019

Statement by R. Carter and Rebuttal of UCL's Response to Complaint (Response provided by Clyde & Co. on behalf of UCL, 20 December 2019)

R. Carter

1. Introduction

1.1 Introduction to this document

I (Robert Carter, the Claimant in documentation provided by Clyde & Co. on behalf of UCL) submitted a claim of unfair dismissal, unfair and wrongful selection for redundancy, and discrimination: **Case No. 2205106/2019** (Doc 2 in Respondent's Disclosure Bundle). The Tribunal has set the Preliminary Hearing for 26 March 2020.

The Respondent (UCL, via Clyde & Co.) sent a response and Grounds of Resistance to my claims, dated 20 December 2019 (henceforth **Response**, Doc 3 in Respondent's Disclosure Bundle). As well as being my Witness Statement, this document is a rebuttal to that Response, paying particular attention to the question of Jurisdiction.

This document simultaneously addresses and rebuts a series of requests (henceforth **Application**, Doc 6 in Respondent's Bundle) sent by UCL/Clyde & Co. to the Tribunal on 21 Jan 2020, in which UCL had asked to (1) convert to a public hearing of one day duration in order to strike out the claim; (2) to strike out the claim on grounds of jurisdiction; (3) to make a deposit order against the claim; (4) set aside the case management orders. The points presented in the Application largely duplicated those given in the Response of 20 Dec 2019, and are mainly given in parallel to the Response rebuttal sections. The Tribunal has already decided to convert the hearing into an Open Preliminary Hearing of one day on 26 March 2020, in order to consider jurisdiction (letter from Tribunal of 25 Jan 2020).

1.2 Overwhelming connection with British employment law

Regarding Jurisdiction, I give below (in §2) a summary list of facts and activities that show that this is an exceptional case, and that demonstrate my overwhelmingly closer connection with employment in Great Britain, rather than Qatar, that I am fully a member of UCL, and therefore that I should be subject to the jurisdiction of England and Wales. Matters relating to jurisdiction are elaborated in §3-§5, which systematically rebut UCL's Response, in the order presented by the Respondent.

The associated documentation shows intrinsic, systemic and continuous ties between myself with UCL in London, in teaching, research and administration. I was under constant and permanent direction and oversight of the Faculty of Historical and Social Sciences, the Institute of Archaeology UCL, and UCL's Global Engagement Office (see especially §3.4 and §4.2). I was intimately involved in working with, managed by and overseen by UCL organizations and individuals in London.

My engagement with London carried very real UK-based benefits to UCL. For example, my research was returned in the 2014 REF (Research Excellence Framework), as part of the Institute of Archaeology head count, bringing direct revenue to UCL in the UK. The REF requires departments to submit a selection of published research to a panel with disciplinary expertise overseen by HEFCE (Higher Education Funding Council). Members of staff who are chosen to submit are included as "head count" in the department during the REF process. The department's overall research quality is

graded by the panel, and HEFCE then awards direct research funding, scaled according to the grade and multiplied by head count. I was one of the two main contributors to UCL Qatar's REF return (I have been told by three involved individuals that my own contribution was the most highly rated), which provided 25% of UCL's REF return for Archaeology, submitted as part of the Institute of Archaeology's (IoA) return. The IoA's return was very highly rated (1st, 2nd or 3rd in the UK depending on the chosen metric), resulting in major research income to UCL from central government sources. Because I was included as head count, exactly as a member of staff in London, my submitted work provided direct research funding to UCL.

1.3 UCL has opted out of Qatari jurisdiction and pursuit of a case in Qatar is impossible

UCL Qatar has no legal existence in Qatar or anywhere else (§4.2). It was and is not a "standalone organization". It was a department of UCL that will cease to exist at the end of 2020, which I joined on the understanding that it was a permanent position at UCL. UCL has failed to provide any evidence that it has registered as an organization in Qatar, as required by Qatari Labour Law, and admits that UCL has no legal status in Qatar, a fact also stated in their original contract with Qatar Foundation. In §3.7 I demonstrate how UCL has opted out of Qatari territorial jurisdiction through its failure to register itself or its department in Qatar according to the explicit stipulations of Qatar Labour Law.

This deliberate choice by UCL makes it impossible for me to pursue a case against UCL in Qatar, not only because of UCL's lack of legal status, but also because Qatari Labour Law does not apply automatically just because someone works in Qatar. As a result of UCL's approach I had and have no connection with Qatar employment law and no recourse to the Qatar legal system in respect of my treatment by UCL during my period of employment based in Qatar. My only connection with a legal system as regards my employment relationship with UCL is my connection with the British legal system. This fits with other points I will develop below, that I was recruited in Britain by a British employer, initially worked in Britain and maintained an overwhelming connection with Britain. Had the decision not been made to close UCL Qatar, I would have asked for, and expected to receive, a transfer to the IoA in London after some years in Qatar, pending the opening of opportunities due to normal staff turnover and retirement in London.

2. Summary list of reasons why R. Carter has an overwhelming connection to the jurisdiction of England and Wales.

2.1 UCL Qatar has no legal existence in Qatar or anywhere else, except as a department of UCL (document: UCL's own statement in Response Part 14; see below, §4.2). The contract made between UCL and Qatar Foundation in 2010 to set up the department explicitly states that "*Such centre in Qatar shall remain an integral part of UCL, and operate as a branch of UCL and shall not be established as a separate legal entity*" (**Doc 4**, pdf p. 3).

2.2 I was recruited in London and employed in London in 2011, with the London Allowance, before moving out to Qatar, and I was told I was a full employee of UCL. In London I undertook substantive work, including course preparation for upcoming teaching, research, and successful grant application for the research project I later undertook in Qatar. I have a normal UCL UPI (RACAR56) and Employee Number (2026085) (**Doc 5**: payslip example; see also the Respondent's Disclosure Doc 19).

2.3 The First Party in my most recent contract is defined as "University College London", not "UCLQ", "UCL-Q" or "UCL Qatar" (**Doc 6**: 2017 contract; see below §3.6): I have a British employer.

2.4 Both my 2011 contract (**Doc 7**) and my 2017 contract (**Doc 6**) state in their first numbered section that I am subject to UCL Statutes, Regulations for Management and Financial Regulations (see also below §3.6). I was subject to British rather than “local” Regulation in relation to critical matters of finance, management and my job role.

2.5 My 2011 contract was a normal academic contract, signed in London, with UCL (registered in London), and my country of residence was UK. The postal address indicates that it was signed by UCL Human Resources division in London (for and on behalf of Jon Everard, Head of Payroll and Operations in UCL London, not UCL Qatar); it lists the UCL London HR offices (Gower Street) as postal and visitor contact address (**Doc 7**, p. 6). The language of my 2017 contract is crystal clear: the other party is UCL London, whereas UCL Qatar is just a vessel through which UCL London acts. The identity of the party (UCL, acting through its “activity centre” in Qatar) is restated in a “Settlement Agreement” proposed by UCL in April 2019 (**Doc 8**).

2.6 I was paid through London payroll from the start of my employment through to its termination (**Doc 5**). My salary was paid in Qatari currency into a bank account I held there, which made practical sense since I needed a Qatari account for various purposes during the time I was living there. It was possible for UCL to pay UCL Qatar staff using a UK bank account (see Respondent’s Disclosure Document 41, Payroll Notes for Qatar based employees, under Payment Methods) and I would have requested this if I had any inkling that UCL would use my Qatar bank account as a means to avoid responsibility for my employment. In fact, my payslips remained in Pounds Sterling throughout my entire employment so if I had given UCL British bank account details I do not see that it would have taken more than a simple administrative adjustment to pay me in Sterling into a UK account.

2.7 My rate of basic pay was determined according to the normal UCL scale: simply “grade 9” in 2011 (**Doc 7**, part 3); “professorial pay band 1” in a 2015 promotion letter (**Doc 9**); “UCL Qatar Grade 10” in 2017 (**Doc 6**, part 3), being identical in value to and calculated from normal UCL Grade 10. The amount in Qatari Riyals in my contract documentation was determined as a fixed conversion rate of the UCL pay grades.

2.8 On termination I received a normal P45 from HMRC (**Doc 10**). UCL in London is named as the employer. UCL in London provided P60s.

2.9 I have a UK (USS - Universities Superannuation Scheme) pension (**Doc 11**: USS statement). Both UCL and I paid into this USS pension fund, which is based in the UK and only open to UK university employees (<https://www.uss.co.uk/employers/application-procedures>: Employers are eligible to participate in USS if the institution “is based in the United Kingdom and meets one of the following criteria: is a university, or university college, or a higher education institution...”).

2.10 My department’s research returns (including my own) were returned with UCL’s in the 2014 REF (**Doc 12**, p. 1-6; see also §1.2 above, also below §4.2.13 - §4.2.15), and since then UCL has been attempting to include them in the 2020 REF (**Doc 12**, p. 7-11; see below §4.2.15). Every month UCL’s RPS (Research Publications Service) contacts me to remind me to upload my publications (**Doc 13**).

2.11 When promoted, I went through the normal full UCL Professorial promotions procedure, and my appointment letter from UCL’s Provost referred to me as a Professor “*in the University of London*” and directed me towards central UCL regulations: “*Appointments to Chairs and Readerships of the University of London tenable at UCL and conferment of the titles of Professor and Reader of the University of London on UCL staff are governed by the University of London’s Regulation 3, www.london.ac.uk/fileadmin/documents/about/governance/Professors_and_Readers.pdf*”, while also noting my “*outstanding academic achievement and your contribution to the work of your*

department and to UCL as a whole” (Doc 9). As full Professor I was a member of UCL’s Academic Board (which meets only in London).

2.12 We are directed towards London for our training and CPD. In my case my training in London included Introduction to Research Student Supervision (5 Oct 2011), Cultural Awareness Training (Sept 2011), and the SFHEA teaching qualification (training with UCL’s CALT/ARENA ONE team in London 12 Dec 2016) (**Doc 14; Doc 15**; see also below §3.8).

2.13 I have a normal UCL staff card (**Doc 16**).

2.14 I was and am provided by UCL with normal UK-based UCL internet services, central password, email address and IT services (email address: robert.carter@ucl.ac.uk), with usual prompts from central IT services for password renewal etc., notification about maintenance etc. (**Doc 17**).

2.15 Likewise, I was and am provided by UCL with normal library access and rights, through the UCL library system, with normal login through my central password.

2.16 Our teaching standards, practices, marking, moderation and administration at UCL Qatar are strictly the same as UCL’s in all respects, including participation in Augmented Annual Monitoring (AugAM) (**Doc 18** for sample correspondence); Internal Quality Review (IQR) (**Doc 19**); Annual Student Experience Review (ASER); standard UCL Board of Examiners (run through SHS Faculty) (**Doc 20**, an extract of 2017 BoE papers). SHS Faculty signed off on all our degrees and modules (**Doc 21, Doc 22**). London-based members of UCL’s CALT team also visited the department in Qatar on numerous occasions to deliver training and support to staff, PhD students and Masters students, and ensure complete alignment with UCL teaching strategy (**Doc 23** for example of related correspondence). Teaching preparation/liaison with UCL includes new MPhil discussions with James Steele (Institute of Archaeology UCL, IoA) and David Bogle (Pro-Vice-Provost Doctoral School) (**Doc 24**). See below, §4.2 and subsections, for full details and more examples of such systemic connections.

2.17 My PhD students were subject to normal UCL supervision rules, Research Student Log, framework for 1st year review, upgrade and examination etc., with all the same forms and requirements (**Doc 22**).

2.18 All my students received normal UCL degrees, issued from London. UCL Qatar degrees do not exist.

2.19 I am obliged to follow all normal UCL Ethics Procedures to obtain approval for research, as are all staff and students (**Doc 26**, pp. 14-19 for information to students re adherence to UCL ethics).

2.20 I am subject to UK/EU Data Protection regulations (GDPR) like everybody else at UCL in London, including the students (**Doc 26**, pp. 11-13 for information for students re data protection).

2.21 We were provided with a “UCL Qatar narrative: Proposed Internal Communications” (22/10/18) that I was asked to circulate among staff in Doha, and which explicitly states that we are a part of UCL, and which notes the impressive level of integration with UCL (**Doc 27**, p. 3-4; see also below §4.2).

2.22 I have an email from Donna Dalrymple (then Acting Joint Director of HR, UCL) saying the same: “UCL Qatar is part of UCL” (30/06/19) (**Doc 28**).

2.23 I have a letter from Karen Ault (Assistant Payroll Manager, UCL, 25/10/11), stating that as of 23 October 2011 I am “working for UCL based in Doha Qatar”, that I “work for UCL in Qatar”, and that despite transfer to Qatar “your employment with UCL has not ceased” (**Doc 29**).

2.24 Our branding is entirely UCL, with UCL Qatar branding as per a normal department. My business cards are as normal for UCL (**Doc 16**). We were informed by UCL that a “UCLQ” logo could not be used, and we were given strict guidance on “UCL’s Visual Identity” (**Doc 30**). We were told that we should no longer use the acronym “UCLQ”, but rather “UCL Qatar”, as the latter indicated more clearly that we were a part of the London-based entity named UCL.

2.25 UCL research projects have been co-funded using UCL Institute of Archaeology and UCL Qatar research funding, branded together as UCL (e.g. my Shahrizor Prehistory Project, jointly with IoA) (**Doc 12**, pp. 1, 3).

2.26 I was directly managed and overseen by individuals in the UK, contrary to UCL’s assertion (§3.4).

3. Rebuttal of UCL’s Response to Claim on Jurisdiction

UCL claims in its **Response** of 20 Dec 2019, and in the **Application** of 21 Jan 2020, that the claim does not fall into the territorial jurisdiction of England and Wales. UCL’s claims are ordered according to the **Response**, and refuted as follows:

3.1 Response Parts 1, 6, 6.1 “The Tribunal does not have territorial jurisdiction to hear the Claimant’s claims: the Claimant was a true expatriate who lived and worked exclusively in Qatar”. Also: **Application, first para and bullet 1 under Jurisdiction**: “At all material Times, the Claimant was a true Qatari expatriate, based and managed in Doha, Qatar, and his employment does not have a sufficient connection to England and Wales...having lived full-time in Qatar since October 2011”.

1. I have already explained, above, and will explain in more detail, below, why this is mistaken. See above.

3.2 Response Part 6.2: “The Claimant was paid in Qatari Riyals into a Qatar bank account”. **Application, bullet 2 under Jurisdiction**: “He was paid in Qatari Riyals into a Qatar bank account”.

1. I have already explained, above, that the location of the bank account is immaterial.

3.3 Response Part 6.3: “The Claimant was subject to Qatari tax law. Therefore, the Claimant was paid his salary and allowances gross, and no deductions were made for tax or any form of social security contributions”. **Application: bullet 4 under Jurisdiction**: “His salary was subject to Qatari tax law (in that no deductions were made)”.

1. I was taxed in the UK as normal during the first 6 weeks of employment, when I was based in UK, and paid 52 weeks of National Insurance after moving to Qatar (see Doc 75 in the Respondent’s Bundle). I did not pay UK tax during the remaining period of my employment. I dispute that this one factor is determinative of jurisdiction.

3.4 Response Part 6.4: “The Claimant was managed solely by UCLQ employees, locally in Doha, Qatar”. **Application, bullet 6 under Jurisdiction**: “He was managed solely by UCLQ employees”.

1. It is untrue that I was “managed solely by UCLQ employees, locally in Doha”. My direct line management has always been by UCL employees, affiliated to UCL Qatar as I was:
2. Since 2016, I and UCL Qatar have been directly managed by GEO (UCL’s Global Engagement Office) employees in London. Two of them have explicit joint GEO-UCL Qatar roles: Dr Sam Evans (my Director and Line Manager in Qatar) and Ms Piera Gerrard (Project Manager UCL Qatar and member of UCL Qatar Senior Management Team) (**Doc 32**, screenshot of GEO staff contacts website with Dr Evans and Ms Gerrard).

3. The current Director of UCL Qatar, Dr Sam Evans, is listed as “Director, GEO and UCL Qatar” on UCL’s GEO website (note the primacy of GEO in his title). He obtained the role of Director of the GEO in May 2019 or earlier (**Doc 33**). He is as much based in London as he is in Doha. The two roles cannot be disentangled: Dr Evans works on UCL Qatar matters when in London.
4. Dr Evans should be regarded as a direct UCL employee both before and after May 2019, as his own Line Manager was (and still is) Dame Nicola Brewer, UCL’s Vice Provost International, who is based in London as the head of the GEO. The 2016 job advertisement for his position as Director of UCL Qatar stresses its connections to UCL in London and the reporting line to Dame Nicola Brewer in London (**Doc 34**).
5. Prior to Dr Evans’s arrival, the previous Director, Prof. Thilo Rehren, was seconded from and maintained his affiliation with the Institute of Archaeology (IoA) in London. He was eligible to return there at the end of his work as UCL Qatar Director in 2016.
6. Piera Gerrard is almost entirely based in UK and attended all or nearly all UCL Qatar Directors meetings by videocall from London. Her management role at UCL had begun by October 2016, according to her presence at staff meetings. She has a GEO (UCL) profile which lists her as “Program Director, UCL Qatar” (<https://www.ucl.ac.uk/global/contact-us>) but her LinkedIn profile describes her as “Programme Director at UCL, Global Engagement Office” (<https://uk.linkedin.com/in/piera-gerrard-74506833>), as does Rocketreach (https://rocketreach.co/piera-gerrard-email_6976192) (**Doc 32**). For UCL Qatar, Ms Gerrard produced the department’s Risk Register and the Gantt chart detailing the closure timelines (including redundancies) for the department’s OCP (Organisational Change Process, i.e. closure), among other tasks.
7. Academic management and oversight of UCL Qatar, in both teaching and research, was and is undertaken by the normal bodies in London, namely the Faculty of Social and Historical Sciences of UCL (SHS), and the Institute of Archaeology UCL (IoA). These matters are addressed in detail below, §4.2, in rebuttal of UCL’s claims that we have no Faculty connection and are a “standalone” unit.

3.5 Response Part 6.5: “His employment was sponsored for immigration purposes by Qatar Foundation” (also **Application, bullet 5**).

1. Sponsorship by a Qatari organization or individual is necessary to live as an expatriate in Qatar. It has no relevance to my employment status or my connection with British employment law. Immigration law and employment law are two separate matters.

3.6 Response Part 6.6: “The Claimant was subject to and relied upon local Qatari UCL Qatar policies and procedures, a number of which expressly formed part of his terms and conditions of employment”. **Application, bullet 9:** “UCLQ’s policies and procedures, and local Qatari law, applied to the Claimant throughout his employment, and his contract expressly stated the same”.

1. This is untrue. My contracts explicitly state that I am subject to normal UCL regulations (§2.4, §2.5, §2.11), not UCL Qatar regulations. This is also stipulated for all UCL staff in the main UCL Qatar-Qatar Foundation contract (**Doc 4**, pdf p. 10 Section 6.3).
2. See my Contract of 2011 (**Doc 7**, p. 1, section 1, bottom para): “*The appointment is also subject to the Statutes, Regulations for Management, and Financial Regulations of UCL, including such additions or See my thereto as may be made from time to time, insofar as these are applicable to the appointment*”.
3. My Contract of 2017 (**Doc 6**, p. 2, section 1, para 2): “*The Second Party’s employment is also subject to the Statutes and Regulations (including Financial Regulations) of the First Party, including such additions or amendments thereto as may be made from time to time, insofar as these are applicable to the appointment*”. The First Party is defined as “*University College London, acting through its activity centre, UCL Qatar*” (p. 1, definition of parties). The

primary definition of the First Party is UCL, and nowhere is it stated that UCL Qatar regulations take precedence. To do so would elevate departmental regulations above UCL's own central Statutes and Regulations for Management.

4. Section 6.3 of the 2010 UCL-Qatar Foundation contract ("Agreement to Create a UCL Research, Training, and Teaching Centre in Qatar", **Doc 4**, pdf p. 10, Section 6.3): *"Employee Status. All staff will be based at UCL-Q and will be subject to all applicable UCL staff regulations and policies"*.
5. See also §5.2, where I rebut UCL's claim that in my contracts I was "repeatedly referred to as being subject to the various policies and procedures of "UCL-Q"".

3.7 Response Part 6.7: "Under the terms of his employment contract, the Claimant was subject to Qatari law". **Application, Jurisdiction bullet 9:** "...local Qatari law, applied to the Claimant throughout his employment, and his contract expressly stated the same".

1. UCL's actions have already ruled out Qatari territorial jurisdiction and made it impossible for me to pursue a case there. The following advice was obtained from an expert in Qatar law, who works as a legal advisor to a branch of the Qatari government, and who has legal training in Qatari, British and International law. I do not waive privilege in relation to this advice and need to protect his work and status in Qatar. I present his legal advice directly below (§3.7.2-§3.7.4), with only reformatting/renumbering, corrections for minor faults in the English, and added reference to documents derived from the official English translations of the relevant laws on Qatar's governmental online legal portal.
2. **Failure by UCL to register and obtain definition as a legal entity.** UCL argue that the terms of the contract provide for the application of Qatar Labour Law, specifically Law 14 of 2004. This law is inapplicable to Prof Carter for the following reasons:
 - a. Qatar Labour Law 14 of 2004 provides in Part One, Article (3) a list of exemption of its rules. The law does not have a general application for all workers in the country. Article 3 clearly states that government employees and those who work for public institutions (*"employees and Workers in the ministries and other governmental bodies, public authorities and institutions"*) are not subject to its rules (**Doc 57**, Article 3).
 - b. For its application, UCL Qatar requires the status of a legal entity in order to establish whether Qatar Labour Law applies to its employees or not. For example, if UCL Qatar had registered itself as a public institution, UCL Qatar and Prof Carter would NOT be subject to Qatar Labour Law.
 - c. On the other hand, if UCL Qatar had registered itself as corporation, Prof Carter would be subject to Qatar Labour Law.
 - d. However, UCL Qatar failed to submit itself in the legally-required registration process with the Ministry of Labour and Administrative Development, as stipulated by Article 7 in the General Provisions of Qatar Labour Law 14 of 2004 (**Doc 58**, Article 7).
 - e. Accordingly, due to UCL's inactions it is not possible to establish whether Prof Carter is subject to Labour Law 14 or not.
3. **Decisions by UCL not to adhere to stipulations of Qatar Labour Law.** Had UCL opted into Qatar Labour Law, or chosen to put itself under Qatari jurisdiction in any way, they would have had a set of obligations to abide by. They did not follow these obligations. Accordingly, UCL has consistently failed to meet the obligations of the law it cites in support of its arguments for his being subject to Qatar Labour Law, a law that in any case cannot be applicable to UCL Qatar because UCL Qatar does not legally exist.
 - a. As noted above, UCL failed to register with the Ministry of Labour to enable its status to be defined, and determine whether UCL's employees in Qatar were subject to certain stipulations of the laws of Qatar.

- b. In order for UCL and its employees in Qatar to engage with Qatar Labour Law, UCL should have lodged copies of all employment contracts at the Ministry of Labour, as per Article 38 of Qatar Labour Law 14 of 2004: *“Employment contracts shall be in writing, authenticated by the Department and shall consist of three copies, with two copies for the parties to the contract and a third copy to be deposited in the Department”* (**Doc 59**, Article 38). “Department” refers to the Labour Department at the Ministry, referring to the Ministry of Labour according to Article 1 (Definitions and General Provisions) of the law (**Doc 58**, Articles 1.1, 1.3). They did not do so (demonstrated for example by Prof Carter’s contract of 2011, which states that there were only two copies, one lodged with him and one with UCL HR in London).
 - c. Article 9 of Qatar Labor Law 14 stipulates that the primary copies of employment contracts should be in Arabic (**Doc 58**, Article 9). No Arabic versions of Prof Carter’s contracts appear to exist, and none appear to have been lodged with the Qatar Ministry of Labour.
 - d. Labour Law 14 specifies how disputes between individual employees and employers should be managed. Article 115 bis of Qatar Law 13 for 2017 amended the Labour Law, and mandates that if a dispute arises between an employee and an employer, it should be referred to the Department of Labour Relations at the Ministry of Labour (the law is not yet translated on the online portal, but **Doc 60** gives a translation and the Arabic version). Again, UCL failed to follow Qatari jurisdiction in this regard and did not meet this obligation.
4. **Status of UCL Qatar within Qatar Foundation.** UCL’s claim that it has a special status within Qatar Foundation to operate in Qatar under Qatar’s territorial jurisdiction, is not founded:
 - a. Qatar Foundation is subject to Decree-Law No. 21 of 2006 Regarding Private Foundations for the Public Benefit. The law provides in Article 6 and 7 the registration procedures required to attain legal personality (**Doc 61**).
 - b. These procedures were applied to Qatar Foundation in its Instrument of Re-establishment of 2007 only for Qatar Foundation, and not for its international partners, of which no mention is made (**Doc 62**).
 - c. Furthermore, Law 21 of 2006 Article 6 clearly states that such foundations cannot operate prior to attaining legal personality (**Doc 61**).
 - d. UCL and UCL Qatar are not registered in Qatar in any form (public, private, foundation), and did not apply the rules of the Labour Law to which they claim Prof Carter is subject.
5. For reference, the official English language versions of Qatar’s laws can be found as follows:
 - Qatar Labour Law 14 of 2004 is listed Article by Article here on the State of Qatar’s official legal website: <https://www.almeezan.qa/LawPage.aspx?ID=3961&language=en>
 - The Arabic version is at <https://www.almeezan.qa/LawPage.aspx?ID=3961>)
 - An English summary of the law is at: <https://qatarlaborlaw.com/#intro-to-the-qatar-labor-law>.
 - There is a further translation of the complete law, in single document, by the International Labour Organization at <https://www.ilo.org/dyn/natlex/docs/ELECTRONIC/67387/119186/F-1851656538/QAT67387%20Eng.pdf>
 - Article 115 bis of Qatar Law 13 for 2017 is at <https://www.almeezan.qa/LawArticles.aspx?LawArticleID=76735&LawID=3961&language=ar>
 - Qatar Foundation’s 2007 Instrument of Re-establishment is at <https://www.almeezan.qa/LawPage.aspx?id=4140&language=en>
 - Decree-Law No. 21 of 2006 Regarding Private Foundations for the Public Benefit, is found at <https://almeezan.qa/LawArticles.aspx?LawArticleID=63347&LawID=2697&language=en>

6. My 2011 and 2017 contracts do indeed indicate adherence to local Qatari law, but this does not mean that I am under jurisdiction of Qatar for employment purposes. Tourists are also subject to Qatar law when in Qatar.
7. Furthermore, I was bullied and pressured into signing the 2017 contract (see also §5.13), during which process a discussion of the inclusion of Qatar Labour Law did not take place. Had I been aware of the actual stipulations of Qatar Labour Law, and UCL's own circumvention of Qatar Labour Law, I would have challenged this point and demanded a full discussion. I was unable to challenge because of the pressure that was put on me, coupled with exhaustion and limited time due to my very high teaching and research load at the time of the OCP process, and UCL's denial of appropriate representation for me.
8. UCL provided a contact name and a limited amount of funding to pay for the services of a Qatar-trained lawyer, but I was informed by colleagues who had been through the process that the purpose of this was only to put the Qatari section of the "Settlement Agreement" on a legal basis in Qatar, and that the lawyer did not provide any other legal advice for the sum provided by UCL. I rejected the Settlement Agreement, and therefore never met with the lawyer. UCL representation was denied by UCL. I had no legal advice from anyone familiar with Qatar law at this stage, and had no idea of the significance of the provisions of Qatar law.
9. I was therefore offered no option, and no opportunity to negotiate on the sections of the contract referring to Qatar Labour Law, or obtain clarification from UCL on the matter. This unequal bargaining position was compounded by the bullying and coercive pressure put onto me during my OCP process, as follows:
 - a. I was told that failure to agree to the new contract would be taken as my resignation from my then-current position. This was coercive. I have witnesses who were subjected to the same pressure.
 - b. I was told that my main research project in Qatar (based on a major grant that I won in a competitive process) would be taken from me. The colleague who took notes at my OCP meetings recorded this coercive threat.
 - c. I was given two very poor choices: dismissal in ca. 3 months in Sept 2017 (involving the sudden relocation of my family back to UK with no immediate prospect of employment); or signing the new (disadvantageous) contract. This was coercive.
 - d. I was subjected to several lengthy monologues in my office by the Director, Sam Evans, with the intention of persuading me that I would not be successful with an appeal to Statute 18 at this stage. This was bullying and coercion.

3.8 Response Part 6.8: "The Claimant received benefits unique to UCLQ employees". Application:

Jurisdiction bullet 8: "He received benefits unique to UCLQ employees. These included, but were not limited to, an annual training budget of 20,000 Qatari Riyals, access to a substantial personal research allowance and a school fees allowance for his two children".

1. This is irrelevant to the case. Allowances for school fees, housing etc. are a necessary pre-condition for expatriate life in Doha, owing to the extremely high cost of living there. A comparison can be made for the London living allowance.
2. The Annual Travel Allowance was specifically paid to maintain the link to the home country, considered important enough by UCL to fund these on a regular basis. This demonstrates my overwhelming connection to the UK.
3. My training mainly took place in the UK: Introduction to Research Student Supervision (5 Oct 2011), Cultural Awareness Training (Sept 2011), and the SFHEA teaching qualification (training with UCL's CALT/ARENA ONE team in London 12 Dec 2016) (**Doc 14, Doc 15**).
4. Other training (one workshop on how to interview, and another on bullying and discrimination) was given by UCL members of HR flown out from London to deliver the sessions.

5. My training budget was otherwise used to attend conferences in the UK and internationally.

4. “Background: Status of UCL Qatar” (Response, Parts 11-16)

4.1 UCL’s **Response Parts 11-13** provide historical background which is not disputed.

4.2 **Response Part 14:** “UCLQ is not a separate legal entity to the Respondent, but it is a standalone academic unit. It does not maintain departmental status within the Respondent, as it is not assigned to or connected with any of the Respondent's faculties”. **Application, para 2 under Jurisdiction:** “UCLQ is a standalone academic unit, not assigned or connected with any of the Respondent's faculties”).

1. As stated by UCL itself (in quote directly above from **Response Part 14**, and in the UCL-Qatar Foundation contract of 2010, UCL Qatar is not a separate legal entity from UCL: “*Such centre in Qatar shall remain an integral part of UCL, and operate as a branch of UCL and shall not be established as a separate legal entity*” (**Doc 4**, pdf p. 1, para 4). UCL Qatar and I should therefore be subject to the same internal Statutes and Regulations for Management as UCL.
2. UCL Qatar is demonstrably not a standalone academic unit: it is clearly connected to a UCL faculty: the Social and Historical Sciences Faculty (SHS). It was also closely integrated with the Institute of Archaeology (IoA). UCL Qatar staff, and I personally, were completely integrated into all aspects of teaching oversight, teaching strategy, marking, examination and degree award, as follows (see also §2.10. §2.16):
3. All our teaching modules were and are inspected and approved in the normal way by SHS Faculty, according to normal UCL Academic Regulations. This occurred for Programme Proposals (PIQ forms), Programme Amendment (PAQ forms), Proposal for a New Undergraduate or Graduate Module (GPC forms), Module Amendment Forms (CAM forms) and Module Change of Assessment Forms (CAF). For an example, **Doc 21** shows an example of an email from Helen Matthews indicating Faculty approval for Archaeology GPC and CAM forms, while **Doc 22** shows a CAM Form for one of those courses (Coordinated by myself), attached to the same email with the signature of Helen Matthews (SHS Faculty).
4. SHS acts as our faculty for all academic matters, and we are clearly connected to it in this way. UCL’s Internal Quality Review (IQR) team in 2016 noted the “*the formal contractual obligation between the Faculty of Social and Historical Sciences and UCL Qatar*” (**Doc 19**, p.4, Section 3.3).
5. Very close management from London is demonstrated by this IQR process, run by London in 2016, in which our submission was accepted by the London IQR team and reviewed in the same way as all of UCL’s IQR submissions (**Doc 19** shows the report, noting UCL Qatar’s particularly close integration with UCL on p. 5, section 3.7).
6. My department, and I personally, also participated directly in other central UCL Quality Review procedures, including Augmented Annual Monitoring (AugAM) (**Doc 18**); and the Annual Student Experience Review (ASER).
7. Likewise our Board of Examiners is run by SHS, and degrees are awarded and approved by SHS Faculty (**Doc 20**, showing SHS representative Helen Matthews at the Oct 2016 BoE on p.11, and standard Faculty Terms of Reference on pp. 9-10).
8. As Departmental Tutor I was always included in SHS’s Joint Faculty Teaching Committee and correspondence with Arne Hoffmann, the SHS Faculty Tutor (**Doc 46**), who was also in regular correspondence with UCL Qatar’s Student Services section. Dr Hoffman supervised all of our teaching and examination, from London.
9. UCL Qatar degrees do not exist. There is no UCL Qatar degree certificate. Degrees are awarded by UCL centrally (through SHS). It is therefore impossible for us to be “a standalone academic unit”.

10. Student recruitment was also regulated by UCL in London. Marginal candidates, usually those with low IELTS scores whom the department wished to accept, were routinely referred to London in order to seek exemption to allow acceptance.
11. In administrative matters we are assigned to UCL's Global Engagement Office (GEO), based in London. This too represents a clear connection to London: we are not standalone in any way. See §3.4 and **Doc 32, Doc 33** for GEO connections through our Director and Senior Management team.
12. As noted in §2.17, my PhD students are subject to normal UCL oversight, including 1st Year Review, Upgrade and Examination, as well as the central UCL Research Student Log (**Doc 25**).
13. Management from London is also demonstrated by the Institute of Archaeology UCL's management and administration of UCL Qatar's Research Excellence Framework (REF) output, which was included within the IoA's REF submission. Publications from my department, including my own, were returned with those of the IoA (**Doc 47** lists six of my selected publications, of which four were submitted by the IoA; see also **Doc 12**). According to UCL's own statement "*In 2014 UCL Qatar contributed c. 25% of the Institute of Archaeology's UK Research Excellence Framework*" (**Doc 27**, UCL Qatar narrative, Section 2.b.vii).
14. Prior to submission, UCL Qatar and the IoA had successfully demonstrated to HEFCE the close connections of myself and other UCL Qatar staff to UCL in London, in order to establish eligibility (**Doc 12** p. 6-11 shows the 2014 justification, p. 8 for my own connections, followed by related 2019 correspondence to which this justification was attached).
15. Management from London is also demonstrated by preparations for the 2020 REF, which involved extensive liaison with James Steele (IoA, UCL), with involvement of IoA Director Sue Hamilton, and UCL Qatar Director Sam Evans, regarding my and my colleagues eligibility due to close connections with the IoA (**Doc 12** p. 7-11). I continue to receive emails from London regarding REF compliance from Catherine Sharp (Open Access Funding Manager, at UCL's central Library Services) (**Doc 13**).
16. At the outset of the department we were obliged to precisely follow UCL instructions and its template in writing the Departmental Learning and Teaching Strategy (DLTS), and then Connected Curriculum. I authored the former for UCL Qatar using the UCL template, and oversaw the introduction of the latter. **Doc 48** shows example correspondence with Mark Lake of the IoA, also indicating Faculty involvement. At our start-up we strictly followed the IoA handbook in terms of marking practice.
17. Our department's statutory Committee structure and their Terms of Reference were all designed strictly according to UCL norms.
18. Our department's inextricable connection with UCL in London is further demonstrated by an Exclusivity Clause in UCL's contract with Qatar Foundation, which states that all of UCL's heritage-related research in the MENA region has to be channelled through UCL Qatar (**Doc 4**, pdf p. 11, Section 8).
19. UCL Qatar had, and *de facto* retains, departmental status within UCL. From the beginning it was described as a department, with its director entitled Head of Department, with normal departmental administrative organs. UCL's Academic Board minutes for 2 March 2011 are headed "***Establishment of UCL-Q as an academic department of UCL***" (**Doc 49**). The Academic Board minutes of 25 May 2011 refer to "*the establishment of UCL-Q (UCL in Qatar) as an academic unit of UCL*" (**Doc 50**, p. 3, Section 31A.1) and approval of this by UCL's Council, while UCL's Regulations for Management of 2014 (**Doc 41**, Section 1.3) state that "*In the Statutes and these Regulations, 'Departments' are Academic Units established by the Council (and listed in Regulations 11.1 and 11.2)*". The listing of UCL Qatar in 11.2 makes its definition as a department very clear (**Doc 41**, Sections 1.3, 11.2). I myself am a member of UCL's Academic Board.

20. The first suggestion I had from any member of UCL's HR or Senior Management Team that they considered myself and my colleagues at UCL Qatar not to be fully members of UCL was in emails from Matthew Blain in September-October 2019. Up to that point, since 2011 we had been told we were fully a part of UCL (as indicated, for example, by the UCL Qatar Narrative of Oct 2018, **Doc 27**).
21. The direct management and continuous oversight by UCL in London in teaching and research (especially by the SHS Faculty, the Institute of Archaeology, and the GEO), detailed above, demonstrate my overwhelming connection with UCL in London and the jurisdiction of England and Wales.

4.3 Response Part 15 "UCLQ's capital costs and operational expenses are met by Qatar Foundation; this includes employees' salaries and benefits". **Application, Jurisdiction bullet 3:** "His salary and benefits was paid by the Qatar Foundation".

1. As noted above (§2.6) my salary is paid through London's payroll (**Doc 5**).
2. The ultimate origin of UCL's funding is immaterial. I was an employee of UCL and UCL, not the Qatar Foundation, was contractually obliged to pay my salary. UK universities obtain funding from a variety of national and international sources. QF's provided this funding explicitly in order to create a department of UCL, based in Doha but fully a part of University College London, not a standalone academic entity
3. As noted in §4.2.1, the UCL-Qatar Foundation contract of 2010 states that "*Such centre in Qatar shall remain an integral part of UCL, and operate as a branch of UCL and shall not be established as a separate legal entity*" (**Doc 4**, pdf p. 1, Recitals, para 4).

4.4 Response Part 16 "UCLQ as an entity and UCLQ employees are managed locally by its/their own Director and senior management personnel. This separate management includes the management of UCLQ employees' pay, and the provision of local HR support and guidance, which is distinct from the Respondent. UCLQ maintains and follows its own policies and procedures, including but not limited to hosting its own intranet (accessible only to UCLQ employees), its Recruitment and Selection Policy, its Grievance Procedure and its Termination Procedure".

1. This is simply not the case. As noted above (§3.6, **Doc 6, Doc 7, Doc 9**), my contracts state that I am subject to UCL regulations, not UCL Qatar regulations and, as noted above, I was managed by UK based employees.
2. As noted above (§3.4), key members of UCL Qatar's Senior Management are based in London (Sam Evans splitting his time between London and Qatar, Piera Gerrard based almost entirely in London).
3. Also as noted above, my internet access, email and library services are provided centrally by London (§2.14-15). Existence of a departmental intranet is irrelevant.
4. The first director of UCL Qatar (Prof. Thilo Rehren) was seconded from London. The second (Dr Sam Evans) is equally based in London as Director of the GEO as he is based in Doha. The job advertisement for his position stresses the links and direct management reporting line to the GEO in London, as well as reporting lines for academic matters to the Institute of Archaeology and SHS Faculty (**Doc 34**, numerous statements under Role Profile, pdf pp. 6-7).

5. "Background: The Claimants employment" (Response Parts 17-43)

5.1 Parts 17-19 are not in dispute. Part 20 is an introduction to the following points, some of which are disputed.

5.2 Response Part 20.2: “The Claimant was repeatedly referred to as being subject to the various policies and procedures of “UCL-Q””; **Response Part 20.3:** “A number of UCLQ policies and procedures expressly formed part of the Claimant’s terms and conditions of employment”.

1. I do not recall any UCL Qatar policies being made available to me at the time of signing of the contract (11 July 2011). There was no indication that they would be any different to those of UCL.
2. In the 2011 contract (**Doc 7**) I can only find mention of the “UCLQ Disciplinary Procedure”, “the UCL-Q Disciplinary Procedure”, the “UCL-Q Sickness Absence policy”, “the First Party’s Expenses Policy” and “UCL’s Statement of Safety Policy.” None are relevant to my case (which relates mainly to Redundancy/Termination Procedure, Grievance Procedure, and Bullying).
3. In my 2017 contract (**Doc 6**) there is mention of the “policies of the First Party”, of adherence to “UCLQ Terms and Conditions of Service”, and of the “UCLQ’s Statement of Safety Policy”. Although I signed to acknowledge receipt in order to sign the contract, I can find no record of the latter two documents.

5.3 Response Part 20.4: “Section 15 of the Original Contract explained that its provisions were “governed by the Labour Law of Qatar, and Section 3 of the Original Contract referred to Labour Law No. 14 of 2004”.

1. See §3.7 above. Qatar Labour Law indicates that UCL Qatar has failed to put itself under Qatari jurisdiction, and in any case does not obviate UCL’s Statutes and Regulations for Management

5.4 Response Part 20.5: “The Claimant’s salary was paid in Qatari Riyals into a Qatar bank and subject to local tax and statutory deductions, in that no deductions were made”.

1. See §3.2, §3.3. I was paid through UCL payroll at a rate determined by UCL pay scales.

5.5 Response Part 20.6: “The Claimant received “full pay during public holidays decided by the Qatari government from time to time” (section 10 of the Original Contract) and on other UCL Qatar closure days, as determined by UCLQ management”.

1. This is irrelevant. We also received Christmas and Easter holidays, which are not included in Qatari public holidays, but are included in England and Wales.

5.6 Response Part 20.7: “His line manager was the Director of UCLQ, based in Qatar; he had no reporting line into any employee(s) of the Respondent based in London, or elsewhere”.

1. As set out above, this is incorrect. Since May 2019 our Director (my Line Manager) has been based equally in London and Qatar (§3.4).
2. From the beginning (as noted particularly in all subsections of §4.2) the department was managed from London in numerous ways, for teaching (through SHS and Registry for course approvals and degrees, supervised by Arne Hoffman of SHS Faculty), for research (though IoA with the REF) and for administration (through GEO).

5.7 Response Part 20.8: “Any employees or individuals regularly reporting into the Claimant were based in Qatar”.

1. This is incorrect. Several individuals reporting to me in my joint research project with the IoA at UCL (Shahrizor Prehistory Project, Iraq) were based in the IoA, London, as PhD students.
2. Numerous others of my team members working for my research project in Qatar and Iraq, hired on short-term contracts, were based in the UK, and wrote up their work in the UK.

5.8 Response Part 20.9: “In line with local Qatari law, UCLQ employees had the option to either obtain an end of service gratuity on the termination of their employment or join an employer-

provided pension scheme. The Claimant chose to join the University Superannuation Scheme, and UCLQ paid employer contributions into this scheme on his behalf”.

1. UCL attempted to trade Non-Disclosure Agreements (“Settlement Agreements”) for end-of-service gratuities and *ex gratia* payments (see **Doc 8** for example offered to me). This is not in line with local Qatari law, and the desire for non-disclosure is evidence of ethically questionable behaviour.

5.9 Response Part 20.10, with details in Part 20.10.1-9: “The Claimant was entitled to benefits which were either not available to, or more generous than, those to which academic and research employees of the Respondent in the United Kingdom were entitled, including, but not limited to...”

1. This is irrelevant. The first seven benefits listed were all necessary for expatriate living (cf. the London allowance) (see §3.8).
2. The next two, training and research funds, are normal in most departments of UCL in London.

5.10 Response Part 21: “The Claimant’s contractual start date with UCLQ was 1 September 2011. UCLQ intended that the Claimant relocate prior to his commencement date. The Claimant, however, was exceptionally given a dispensation to work remotely for a short transitional period, to consider his daughter’s schooling arrangements, and whilst doing so, to start working towards the UCLQ degree development and approval process. The Claimant physically relocated to Qatar arriving on 22 October 2011, followed by his family in January 2012. The Claimant worked exclusively in Doha, Qatar at UCLQ. The Claimant’s Role was sponsored for immigration purposes by Qatar Foundation. The Claimant reported to the UCLQ Director based in Qatar and he was supported by UCLQ employees also based in Qatar. The Claimant was not managed by any employees at the Respondent working in London, including at the Respondent’s Institute of Archaeology.” (Response 21, under Claimant’s role and employment at UCLQ)

1. This is incorrect. The UCL Qatar Director, Prof. Thilo Rehren was still based in London at the IoA during the first part of my employment. He subsequently moved to Qatar.
2. My manager, Prof. Rehren, maintained his connections with the IoA in London throughout his time at UCL Qatar, to the extent that his position at the IoA was kept open for him when UCL ended his role in Doha, after the decision had been made to close the department.
3. During the final part of my employment, UCL Qatar’s second Director (also my Line Manager), Dr Sam Evans, was based in London as well as Qatar, as Director of the GEO (§3.4).
4. My recruitment was in London, by a panel made up of IoA staff (including IoA director Stephen Shennan, and Prof. David Wengrow, among others).
5. I also undertook recruitment in London at the IoA, on the panel to choose the other Archaeology lecturer destined for Qatar.

5.11 Response Parts 22-24

1. These sections deal with the supposed rationale behind the OCP process, and contain numerous questionable statements regarding Qatar Foundation’s attitude to UCL’s intended closure of the department, and regarding Qatar Labour Law, which will be discussed if the case goes to full Tribunal. §3.7 above covers Qatar Labour Law.
2. UCL’s claim that the OCP process was entirely undertaken by UCL Qatar’s HR team is untrue. The OCP process was substantially driven by the UK GEO office (as indicated by the involvement of Piera Gerrard), and merely implemented by the local HR team, with regular involvement of the GEO team.

5.12 Response Parts 25-29

1. These sections deal with aspects of my OCP process in 2017, which will be discussed if the case goes to full Tribunal. The new 2017 contract was forced upon me, disadvantageous to me, and designed to remove my rights to UCL's Statute 18 protections (see §5.13 for brief coverage below).

5.13 Response Part 30: "On 7 September 2017, the Claimant signed the Research Contract associated with his Research Role with UCLQ, and he did so freely, without any bullying or coercion. The Claimant was informed of all of the facts that allowed him to make a balanced decision, including his entitlement to refuse the Research Role and accept an ex-gratia payment. He chose to accept the Research Role."

1. Bullying and coercion certainly took place. This will be dealt with in detail, with full and extensive documentation, if the case progresses to full Tribunal.
2. In brief, and as mentioned in §3.7.6-§3.7.9, I was told that failure to agree to the new contract would be taken as my resignation from my position, that my main research project could be taken from me, and that any attempt to appeal to Statute 18 (UCL's statute intended to protect academic jobs) would fail as it was only intended to protect free speech.
3. I was given two very poor choices: dismissal in ca. 3 months in Sept 2017 (involving the sudden relocation of my family back to UK without immediate prospect of employment); or signing the new (disadvantageous) contract.

5.14 Response Part 31: "The Research Contract expressly contained the following provisions: "[The Claimant] *acknowledges and agrees that he/she has no right of employment with [UCL] in the United Kingdom ("UK") or indeed any affiliated entity of the First Party in the UK either during the term of employment or at any time after the termination of [the Claimant's] employment* ... [The Claimant] *also acknowledges and agrees that the period of his/her employment in Qatar will bear no connection to or nexus with any entity ([UCL] or otherwise) or perceived employment rights in the UK. Further [the Claimant] acknowledges and agrees that the only rights pertaining to his/her employment with [UCL] are as described under this Contract and the Qatar Labour Law. ... The provisions of this Contract are governed by and construed in accordance with the Qatar Labour Law and the executive decisions thereunder and as such, they constitute the basis to resort to in the event of any disputes arising between the two parties unless the conditions of this Contract include more favourable advantages to [the Claimant]."*

1. I have explained above why little significance should be placed on these clauses in circumstances where I was bullied into the contract, had no option but to accept the above wording and had not been able to obtain advice on Qatar law when I signed my 2017 contract. I did not and am not asking for an automatic right to return to employment at UCL, but I should have been subject to the Regulations of UCL, as stated at the start of both my contracts (§3.6). This would have allowed a fair redundancy process, including consideration of whether I was actually redundant, and a possibility of redeployment in London.
2. Qatar Labour Law does not prevent access to UCL's regulations on redundancy procedures (e.g. determining whether my work has finished), and redeployment.

5.15 Response Part 32: "Additionally, the provisions of the Research Contract and the features of the Claimant's employment were very similar to those set out in paragraph 20 above, including the fact that the Claimant would be based wholly in Qatar, in that the contract stated: "[the Claimant] will at all times be based in Qatar for the entirety of his/her employment]"."

1. See above.

5.16 Response Part 33: "The only material difference to the Claimant's benefits package was that from 2018, the Claimant was eligible to participate in the UCLQ Retention Package (restricted to

UCLQ employees only) which included both retention performance payments and an enhancement of his training budget from 20,000 Qatari Riyals to 40,000 Qatari Riyals per year.”

1. I refused to accept this “retention performance payment” on the grounds that it was a forcible introduction of Performance-Related Pay. This triggered a series of bullying events and a threat of disciplinary action, which formed part of my Grievance against UCL, and which will be fully documented if this case goes to Full Tribunal.

5.17 Response Part 34: “The Claimant's Research Role was intrinsically linked to Qatar Foundation; his position only continued to exist with UCLQ beyond the OCP because he accepted UCLQ's offer for him to continue to work on the Qatar National Research Fund's research project.”

1. UCL actually terminated my position three and a half months before the conclusion of my QNRF research grant reporting period (**Doc 52**, p. 2 para 2 for email alerting UCL Qatar to this fact, also **Doc 53**, p. 3 para 1), and several years before the conclusion of the whole research project, which still requires a significant amount of synthesis, writing up and publication, as is normal for archaeological and multidisciplinary projects. This indicates that UCL only notionally linked my employment to my QNRF grant and Qatar Foundation.
3. Following a complaint to Qatar Foundation (from myself, by now based in the UK following dismissal) about my termination before the end of the grant reporting period, UCL grudgingly provided me with limited funds in a “Services Agreement”, on a consultancy basis, to complete the basic reporting to QNRF (Final Interim Report and Final Technical Report) (**Doc 54** for relevant email from UCL Qatar HR). This reluctant provision for work relating to my grant, which included obvious threats (**Doc 54**, last para: “*Should you fail to agree, we will consider taking other reasonable and appropriate action*”) clearly indicates that UCL did not actually relate my employment to this grant and research project. This will be further documented if the Tribunal goes to a full hearing.
4. The fact that this linkage with my QNRF project was notional is also demonstrated by UCL Qatar’s refusal to grant me a sabbatical, despite having served more than the customary six years of service with a strong research productivity, which I had requested in order to pursue the research relating to this grant. Instead I continued to be loaded with administrative and institutional duties. This will also be fully documented if the Tribunal goes to a full hearing.
5. This behaviour by UCL demonstrates that UCL did not act as if my work was intrinsically linked to my research grant in Qatar.

5.18 Response Part 35: (under the “Claimant’s Dismissal”): “The Research Contract stated that the Claimant's employment would be "expected to continue to 10 February 2019". As the Claimant had ongoing research work with the Qatar National Research Fund project it was agreed with the Claimant on 5 July 2018 that the Claimant’s end date would be postponed until 25 June 2019. On 23 January 2019, the Claimant requested an extension to his end date: UCL Qatar varied the contract by consent to allow for the Claimant’s end date to be 15 September 2019.”

1. The end date of 15 Sept was insufficient, as it did not include the final reporting periods for the grant, which ran for three and half months after my dismissal date (see also above, §5.17). I alerted Tan Razaq (HR, UCL Qatar) of this on 8 Sept 2019 (**Doc 52** p. 2 para 2), and Matthew Blain (Executive Director of UCL HR in London) 10 Sept 2019 (**Doc 53**, p. 3, para 1), before my dismissal date, to no avail.
2. I raised the fact that my work relating to my Qatar research was not finished in my Appeal against redundancy (which UCL refused to hear); and also in my Grievance; and again in my Grievance Appeal. UCL have repeatedly rejected fact, against the evidence. More details will be given if this case progresses to full Tribunal.

5.19 Response Parts 36-37. Part 36: "On 27 February 2019, the Claimant was invited to a meeting on 10 March 2019 to discuss the Claimant's agreed end date of his Research Contract, and proposed termination of his employment, in accordance with UCLQ's Termination Procedure". Part 37: "At this meeting, it was confirmed that, at that time, there was no scope for additional funding from UCLQ or Qatar Foundation to extend the Research Role beyond his termination date, and at that time, there was no suitable opportunity for local redeployment. Nonetheless, the Claimant was provided with access to both the UCLQ and UCL UK redeployment registers, as well as the benefit of the UCLQ enhanced redeployment process."

1. UCL states here that I was given access to UCL's main redeployment register: this would not be possible if I was not a full member of UCL.
2. There was no reason not to extend my employment until the end of the department's life (Sept 2020). Provision for my salary was included in core funding until the end of the contract with Qatar Foundation. The Director, Dr Sam Evans, chose to reallocate this funding.
3. Eventual inclusion on the UCL (UK) redeployment register indicates that I was considered fully part of UCL (see below).
4. Chloe Milano was sent out as part of the "enhanced redeployment process". I met with her on 10 April 2019, and immediately followed her instructions on signing up to the London redeployment register. She said she would talk to the IoA and History departments at UCL, and other departments, in search of redeployment. She never got back to me.
5. UCL did not actually enact the redeployment processes. When my UCU Rep, R. Pettinger investigated in London in mid June, I was found not to have been managed on the register, and it was clear that no active attempts had been made to redeploy me (**Doc 45**, points 1-2). The day after Prof. Pettinger first questioned UCL about breaches in this regard, a job opportunity was offered to me (unfortunately not suitable and well below my grade).

5.20 Parts 38-39 contain matters that I will respond to if and when my case goes to a full hearing.

5.21 Response Part 40: "The Claimant brought a grievance relating to his dismissal to UCLQ on 6 August 2019, relying upon the UCLQ Grievance Procedure". **Application, bullet 10 under Jurisdiction:** "On 15 September 2019, following a postponement of the Claimant's end date by consent, his role was terminated in accordance with UCLQ's Termination Procedure and local Qatari laws. The Claimant brought a grievance prior to this relating to his termination, and this was dealt with in accordance with UCLQ's Grievance Procedure".

1. The Grievance Process was irregular as it did not adhere to UCL's Grievance Procedure, despite both my contracts stating that my employment was bound by UCL regulations.
2. UCL regulations state that claims against members of HR should be overseen by the VP-Ops, and my protests about this violation were ignored (**Doc 56**, p. 3).

5.21 Parts 41-42 contain matters that I will respond to if and when my case goes to a full hearing.

Statement of truth

I believe the facts contained in this statement are true.



Rob Carter
Date:

19 March 2020

In the matter of Professor Robert Carter v UCL, I, Professor Richard Pettinger will say as follows:

I am Professor of Management Education at UCL and in this matter I have acted both as a colleague and also as trade union (University and Colleges Union (UCU)) for Robert Carter (RC). I was asked to represent RC in the matter of his departure from UCL in May 2019.

In the following, please note that UCL refers to University College London; and UCL Qatar refers to the operation run in Qatar by University College London, from London.

1. UCL Qatar have tried to make clear that they are no part of UCL. However:
 - UCL Qatar reports directly to the VP International (Nicola Brewer) who is a UCL employee and based in London. The director of UCL Qatar is Sam Evans, who is a UCL employee based in London. Sam Evans is RC's line manager and the person who took the decision to lay him off.
2. All of RC's employment issues were managed from London: his contract was issued in London by UCL; he was paid in London; he was managed from London; his work is recognised in London and will be entered into the UCL Research Excellence Framework (REF) exercise (UCL Qatar has no standing in the REF). As above, he has also been dismissed by UCL. He was also put on the UCL redeployment register (though see 3. below).
3. Only at the point of the appeal against his dismissal did UCL try to assert that RC was employed by UCL Qatar and not by UCL. UCL Qatar refused to let him speak to a trade union official or representative (the fact that trade unions are banned in Qatar does not mean that he should have had this refused). I was at all times required to describe myself as 'a colleague' and this I did. I was precluded from being involved in the process at any point prior to November 2019, when suddenly Jamie Shaw allowed me to do so. He did not have the authority to do this himself; he was therefore given permission by his managers in London to do this.
4. When it became clear that he had been badly and wrongly advised in his redundancy, RC asked to appeal against his redundancy. This was denied at all stages, by both UCL Qatar and also UCL. No reasons were given, except that he was out of time to raise an appeal. He was not afforded the rights and protections that are published by both UCL Qatar and also UCL.
5. RC was not afforded any support in any meaningful way. He was not informed of his rights in full; and when this was raised as a grievance it was dismissed out of hand. This is a breach of UCL procedures. As above, he was put on the UCL redeployment register, though this was only done after my intervention. He was offered a single job – one totally unsuited to either his expertise or his status. The redeployment register informed me that they had no knowledge of him or of his circumstances or expertise, which is why they offered him an unsuitable job. Neither HR in Qatar nor HR at UCL gave him any support.
6. The grievance was raised against Sam Evans and was heard first by Parthi Sockalingam (Finance Director of UCL Qatar); and then the appeal was heard by Jamie Shaw (Operations Director of UCL Qatar), both are direct subordinates of Sam Evans. It was therefore impossible to get a fair hearing. The process failed to follow UCL guidelines in terms of fairness and impartiality – it was unfair, and it was partial.

7. Parthi Sockalingam and Jamie Shaw, the people hearing the grievance and the appeal, were advised at all times by UCL HR and International Office in London as to what they had permission to do, and what they did not have permission to do. This additionally reinforces the position that RC's employer was UCL.
8. The UCL redundancy policy states that redundancy is to be avoided wherever possible. RC was not offered any alternative to redundancy, nor was he consulted on alternatives to redundancy, nor was he asked to discuss or agree to any alternatives to redundancy.
9. Shortly after he was made redundant, The Qatar Foundation (RC's research grant provider) ordered UCL Qatar and UCL to get him back to finish his work. This he agreed to do. However this underlines the fact that there was no redundancy at the time: the work had not ceased or diminished; the work was required to be completed; and no effective consultation prior to this had taken place.
10. UCL refused to make any kind of settlement because RC refused to sign a Non Disclosure Agreement. This condition itself is oppressive and contrary to statutes. It is also contrary to the fundamental principles by which UCL is supposed to operate: fairness, equality, transparency and justice for all, and an absolute commitment to equality of respect and treatment for all.

Richard Pettinger
March 2020

Statement of truth

I believe the facts contained in this statement are true.

Richard Pettinger

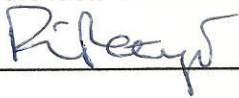
Date: 19/03/2020

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Richard Pettinger
March 2020

Statement of truth

I believe the facts contained in this statement are true.



Richard Pettinger

Date: 19/03/2020



A.G. Leventis Professor for
Archaeological Sciences

19 March 2020

To whom it may concern

Witness statement regarding the relation of UCL Qatar to UCL, and the exceptionally close link of Professor Robert Carter's employment activity to UCL in London, and the UK in general.

Preamble

This statement expresses my personal observations, insights and formal understanding based on my role in first developing the academic and business case for UCL Qatar as a member of the UCLQ planning team (2008 to 2011), and then as the founding Director of UCL Qatar from 2011 to 2015. I am willing to speak to any of the issues in hand in more detail, and to provide supporting evidence where needed, should I be asked to do so.

Background

UCL Qatar was designed from the outset as a normal academic unit (= department) of UCL, like any other. This was a core requirement from the Qatari funders who specifically required that all teaching, research, administrative and quality assurance functions of UCL Qatar should be operated by UCL and identical with regulations prevailing at UCL London. Its establishment was formalised through UCL Council and reported to Academic Board in early 2011; it has no formal legal status of its own in Qatar. Accordingly, UCL Qatar was included in UCL's Regulations for Management list of academic units of UCL alongside all others, whether based in London, Australia or Qatar (see e.g., UCL RfM 2014, page 22, item 11.2). In line with this, the formal contract between UCL, Qatar Foundation and Qatar Museums Authority regarding UCL Qatar, called *The Agreement to Create a UCL Museology, Conservation, Archaeological Research, Training and Teaching Centre in Qatar* ('the Agreement') starts with the recital including that '*Such centre in Qatar shall remain an integral part of UCL, and operate as a branch of UCL and shall not be established as a separate legal entity.*' Thus, there is from the beginning and at the highest level of UCL the explicit intention for UCL Qatar to be a normal academic unit of UCL, irrespective of its physical location.

Formal connections of UCL Qatar to British employment law, as signed by UCL in the Agreement, are further implicit in several core clauses which link all staff and students at UCL Qatar to UCL's core operation in London, such as

- **Clause 1.6.** Students of UCL-Q shall be students of UCL, subject to UCL's relevant policies and procedures except where such policies and procedures may conflict with Qatar law.
- **Clause 3A.1.** UCL-Q shall be established in Qatar as a branch centre and not as a separate legal entity from UCL.

Professor Thilo Rehren FSA

Director, *Science and Technology in Archaeology and Culture Research Center*

<https://cyi.academia.edu/ThiloRehren>

- **Clause 4.1.** UCL-Q shall appoint all academic staff, support staff, and administrative staff. At the outset, the majority of staff shall be appointed or seconded by UCL from among the academic and support staff of UCL in London. The remainder will be recruited by UCL using the same recruiting standards and procedures of UCL main campus in London, UK.
- **Clause 4.2.** UCL shall have day-to-day operational control (including quality assurance) of UCL-Q staff in the manner outlined in Clause 6 below.
- **Clause 7.1. Power and Duties.** The Council of UCL has overall responsibility for all activities undertaken by UCL, including those of UCL-Q.

Directly relevant is the following unequivocal statement in

Clause 6.3. Employee Status. All staff will be based at UCL-Q and will be subject to all applicable UCL staff regulations and policies.

In practice, this institutional coherence was fully implemented and led to an exceptionally close link of our staff to Britain, both institutionally and personally. UCL made sure, even at the expense of / contradicting local rules and regulations, that UK rules prevailed over local ones. A notable case concerned the difference in local allowances payable to male and female staff, respectively. This practice was enshrined in local law and regulations whereby only male staff were entitled to a full housing allowance, excluding female staff from this benefit. When we finally realised this, in September 2015, UCL went to considerable length to circumvent this local practice, paying full compensation to our female staff, even out of UCL own funds since this was not an eligible cost for Qatar Foundation which were of course operating under Qatari law. Similarly, UCL also followed home policies by protecting its Qatar-based staff against discrimination for sexual orientation – again in contradiction to Qatari law. It seems therefore odd now that in this individual case, UCL would want to apply local (Qatari) norms rather than follow UK regulations.

There is a long list of further and substantive evidence demonstrating that UCL Qatar was a full and integral part of UCL, in all respects of policies, employment, teaching and research administration and so on. All employment contracts were signed by HR in London, not by UCL Qatar in Doha. Financial reporting was to UCL London, too. Divergent policies specific for UCL Qatar were only instituted due to technical requirements to manage the local conditions and market rates, and never to the disadvantage of UCL staff.

As Director of UCL Qatar I was reporting directly to UCL's Vice-Provost (International) for managerial aspects, and academically to the UCL Institute of Archaeology (IoA). UCL Qatar modelled its teaching and marking processes on the IoA, as well as its academic and student administration. Although we were a separate department, the IoA was our "mothership", with which we maintained constant connections, and through which we submitted our research output to the REF 2014, the Research Excellence Framework used to determine every UK's universities research outputs and future funding from the UK Research Councils. Only UK-based universities are eligible for this. Significantly, the research output of UCL Qatar staff was included in the REF submission of the IoA, following intensive lobbying by UCL Management with the relevant REF management arguing that despite UCL Qatar's location outside the UK, and the non-residency of our staff in the UK, they were fully integrated in the IoA research activity and hence should be permitted to be included in the IoA REF submission.

Similarly, all our teaching administration and quality assurance was overseen and as far as practical directly managed by IoA and the relevant faculty (Social and Historical Sciences) in London. All degrees to CUL Qatar students etc. were issued by UCL in London; no separate or distinct UCL Qatar degrees were ever issued.

In my view, there has never been any doubt that UCL Qatar is a full and regular department of UCL, and that all UCL rules and regulations ally to its operation, staff and students.

Professional connection of Professor Carter to the UK

On an individual level, Professor Carter maintained throughout his employment at UCL an exceptionally close and sustained research and teaching cooperation with the IoA and UK-based colleagues, more so than any of his colleagues at UCL Qatar. Examples of this include his long-term project in Iraqi Kurdistan jointly with Professor Wengrow of the IoA, which was co-funded by IoA and UCL Qatar; joint student supervision with IoA staff; ongoing engagement with and contributions to the annual Islamic Archaeology Day at the IoA; the annual Seminar for Arabian Studies at the British Museum; and the British Association for Near Eastern Archaeology. This includes his role as a Trustee of the British Foundation for the Study of Arabia from 2011 onward (only recently re-named as the International Association for the Study of Arabia, but still UK-based), an association he has served previously as Secretary. Similarly, his professional service as peer reviewer for academic journals is strongly skewed towards British-based journals, such as *Current Anthropology*, *Journal of Arabian Studies*, *Journal of World Prehistory*, *Journal of Maritime Arch.*, *Journal of Arch. Science*, *Journal of Arch. Science Reports*, *Environment & History*, *Proceedings of the Seminar for Arabian Studies*, *Post-Medieval Archaeology*; and the *Papers from the Institute of Archaeology*. Throughout his employment at UCL he also maintained his professional service towards UK-based funding agencies by acting as a grant reviewer for the Leverhulme Trust, the British Foundation for the Study of Arabia, the British Institute for the Study of Iraq, and others. Finally, he invested heavily in his application for a UCL Arena Senior Fellowship which he submitted in 2015, part of a UK-specific formal teaching qualification scheme.

Personal connection of Professor Carter to the UK

In line with other UCL Qatar staff, Professor Carter received an annual flight allowance for himself, formally provided by UCL Qatar and funded by Qatar Foundation to enable our staff to maintain links to their country of origin (UCL Qatar HR Flights Policy). Professor Carter used much of his time there to conduct work for UCL, liaising with research partners in the IoA, conducting library research at UCL, organising and participating in the Seminar for Arabian Studies held annually at the British Museum by the British Foundation for the Study of Arabia, all as part of his professional work for UCL. His exceptionally close link, both personally and professionally, to the UK is beyond doubt and clearly evident in his choices.

In summary, UCL Qatar was by design and practice an academic unit of UCL like any other, regardless of its physical location. This followed from a very clear requirement from Qatar Foundation, our host and funder in Qatar, and was unequivocally enshrined in the contractual Agreement that underpinned the establishment of UCL Qatar by UCL Council in early 2011. From its establishment all administrative functions were either directly managed by UCL London, particularly all teaching, research and HR functions (so that all contracts were

Professor Thilo Rehren FSA

Director, *Science and Technology in Archaeology and Culture Research Center*

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signed in London; Head of HR reporting directly to UCL London etc.) or were closely aligned with London (Finance, requiring a degree of separation due to the full funding from QF – but still, our Finance Director reported directly to London, too).

Beyond this, UCL senior management went to great length to ensure this included adherence to UCL's values, in terms of key aspects of employment such as gender equality and sexual orientation. Similarly, UCL took great efforts to demonstrate full academic integration of UCL Qatar staff in the UK REF system so that UCL Qatar staff and their research output could be submitted alongside the IoA staff and output to the REF 2014, for the direct and long-term financial benefit of UCL. Professor Carter's research was highlighted as the most important one of UCL Qatar's contributions. Throughout its existence, the overall research and teaching quality assurance systems of UCL Qatar were directly managed by UCL London, either through the IoA or by the Faculty for Social and Historical Sciences. Singling out one particular aspect of HR and employment management based solely on the question of residency to the detriment of Professor Carter is therefore disingenuous and inconsistent with an overwhelming body of evidence that shows the intended and practiced full integration of UCL Qatar staff into UCL's overall structures, irrespective of our physical location.

It should be noted that the formal and practical aspects cited above are all rooted in the original negotiations of UCL top management (Vice-Provost Michael Worton, on behalf of UCL's President and Provost Malcom Grant) with Qatar Foundation, from 2007 onward through to the formal establishment of UCL Qatar in 2011. Only after the change in UCL's top management following the retirement of Professors Grant and Worton in 2014 did UCL develop a new international strategy which did no longer include overseas departments such as those in Adelaide and Doha, which therefore had to close. To facilitate this internal change in policy and force the closure of UCL Qatar despite its documented academic success and financial stability and profitability, UCL's attitude towards its staff changed, too, to facilitate the staged reduction in staff numbers to zero by end of 2020. There was no external need to close UCL Qatar and make its staff redundant; the decision to close UCL Qatar, rather than to renew the 10-year contract with Qatar Foundation, was taken by UCL senior management against the explicit wish of QF who were keen to continue the partnership, including continuing funding in full UCL Qatar's operation.

I am available for any further clarifications, either in person / video link or in writing, to any aspect relevant for the issues discussed above.

Statement of truth

I believe the facts contained in this statement are true.



Thilo Rehren

Date: 19/03/2020

Professor Thilo Rehren FSA

Director, *Science and Technology in Archaeology and Culture Research Center*

<https://cyi.academia.edu/ThiloRehren>

Supplemental Statement by R. Carter, re legal advice on Qatari Law, Case No. 2205106/2019

Regarding the advice on Qatari Law given to me, my advisor is prohibited from providing formal legal advice as he is a judge in his country of origin, and as such is disallowed from providing formal advice to private individuals. In my previous statement I stated that I wished to withhold his name because of his status as advisor a branch of the Qatari government, but he has since informed me it is in any case impossible because of his current status as a judge.

He therefore gave the advice as a friend, but he is nonetheless a qualified lawyer. He has a Law degree from a leading university in the Arab world and a Masters degree in Law from UK, as well as a PhD in Law from the USA. In addition he has held legal positions in law, including Judge, and has acted as a lecturer in Law and advisor to government.

Since his initial advice he has advised me to stress the following:

- What he has provided is an examination of facts (observation of facts), which the court is obliged to look into, in order to establish the question of UK jurisdiction.
- It is not legal advice that requires a specialist to answer to. A specialist is needed to provide an advice for controversial or disputed matters. What he has highlighted for me is not disputed.
- The facts are in public domain and do not require any specialized knowledge, yet the court has to address them as they challenge the validity of UCL's claim to Qatar jurisdiction.
- Facts such as : 1- is UCL has a legal personality in Qatar? 2- did UCL register itself with department of labor in Qatar? 3- did UCL abide by Qatar labor law dispute settlements mechanism? 4- was the contract signed and negotiated in UK or Qatar? Etc. Please see Section 3.7 in my main statement for full details.

In the following pages I append the emails sent to me in which his original advice was given, redacted to ensure anonymity and remove irrelevant content.

Statement of truth

I believe the facts contained in this statement are true.



Rob Carter

Date: 24 March 2020

[REDACTED]

From: [REDACTED]
Sent: 11 March 2020 19:59
To: Rob Carter
Subject: [REDACTED]

Labour Law 14 specify how disputes between individual employees and employers should be managed. Article 115 bis of Qatar Law 13 for 2017, that amended Labour law mandates that if a dispute arises between an employee and an employer, it should be referred to the Department of Labour Relations at the Ministry of Labour. UCL did not fulfil this obligation. Accordingly, UCL has consistently failed to meet the obligations of the law it cites in support of its argument that Professor Carter is subject to Qatar labour law, a law that in any case cannot be applicable to UCL Qatar because UCL Qatar does not legally exist.

Sent from my iPhone

On Mar 11, 2020, at 9:26 PM, [REDACTED] wrote:

Labour Law 14 does not specify how disputes between individual employees and employers should be managed. However, Article 115 bis of Qatar Law 13 for 2017, mandates that if a dispute arises between an employee and an employer, it should be referred to the Department of Labour Relations at the Ministry of Labour. UCL did not fulfil this obligation.

Accordingly, UCL has consistently failed to meet the obligations of the law it cites in support of its argument that Professor Carter is subject to Qatar labour law, a law that in any case cannot be applicable to UCL Qatar because UCL Qatar does not legally exist.

From: Rob Carter [REDACTED]
To: [REDACTED]
Subject: [REDACTED]
Date: 11 March 2020 19:26:00

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Here is the text (please check that I have represented your statements correctly, and amend if you have time and if necessary). [REDACTED]

[REDACTED]

UCL Qatar does not exist in Qatar as a legal entity, and the actions and inactions of UCL have ruled Professor Carter out of Qatar Jurisdiction. UCL argues that Professor Carter is subject to Qatar Labour Law 14. Qatar Labour Law is inapplicable to him for the following reasons.

1. Failure by UCL to register and obtain definition as a legal entity

Qatar Labour Law 14 of 2004 provides in Part One, Article (3) a list of exemption of its rules. The law does not have a general application for all workers in the country. Article 3 states that government employees and those who work for public institutions ("*employees and Workers in the ministries and other governmental bodies, public authorities and institutions*") are not subject to its rules.

In order for Labour Law 14 to be applied, UCL Qatar requires the status of a legal entity, to establish whether Qatar Labour Law applies to its employees or not. For example, if UCL Qatar had registered itself as a public institution, it and Professor Carter would not be subject to its stipulations.

On the other hand, if UCL Qatar had registered itself as corporation, Professor Carter would be subject to Qatar Labour Law.

However, UCL Qatar failed to submit itself in the legally-required registration process with the Ministry of Labour and Administrative Development, as stipulated by Article 7 in the General Provisions of Qatar Labour Law 14 of 2004.

Accordingly, due to UCL's inactions it is not possible to establish whether Professor Carter is subject to Labour Law 14 or not.

2. Failure by UCL to fulfil specific legal obligations in Qatar

If UCL had opted into Qatar Labour Law, or chosen to put itself under Qatari jurisdiction in any way, they would have had to fulfil set of obligations. They did not follow these obligations.

As noted above, UCL failed to register with the Ministry of Labour to enable its status to be defined, and determine whether UCL's employees in Qatar were subject to certain stipulations of the laws of Qatar.

In order for UCL and its employees in Qatar to engage with Qatar Labour Law, UCL should have lodged copies of all employment contracts at the Ministry of Labour, as per Article 38 of Qatar Labour Law 14 of 2004: *"Employment contracts shall be in writing, authenticated by the Department and shall consist of three copies, with two copies for the parties to the contract and a third copy to be deposited in the Department"*. "Department" here refers to the Labour Department at the Ministry, referring to the Ministry of Labour according to Article 1 (Definitions and General Provisions) of the law. They did not do so (demonstrated for example by Professor Carter's contract of 2011, which states that there were only two copies, one lodged with hi and one with UCL's HR department in London).

Article 9 of Qatar Labor Law 14 stipulates that the primary copies of employment contracts should be in Arabic. No Arabic versions of Professor Carter's contracts are known to exist, and none were lodged with the Qatar Ministry of Labour.

Labour Law 14 does not specify how disputes between individual employees and employers should be managed. However, Article 115 bis of Qatar Law 13 for 2017, mandates that if a dispute arises between an employee and an employer, it should be referred to the Department of Labour Relations at the Ministry of Labour. UCL did not fulfil this obligation.

Accordingly, UCL has consistently failed to meet the obligations of the law it cites in support of its argument that Professor Carter is subject to Qatar labour law, a law that in any case cannot be applicable to UCL Qatar because UCL Qatar does not legally exist.

3. Status of UCL Qatar within Qatar Foundation

UCL's claim that it has a special status within Qatar Foundation to operate in Qatar under Qatar's territorial jurisdiction, is not founded.

Qatar Foundation is subject to Decree-Law No. 21 of 2006 Regarding Private Foundations for the Public Benefit. The law provides in Article 6 and 7 the registration procedures required to attain legal personality.

These procedures were applied to Qatar Foundation in its Instrument of Re-establishment of 2007 only for Qatar Foundation, and not for its international partners, of which no mention is made.

Furthermore, Decree-Law 21 of 2006 Article 6 clearly states that such foundations cannot operate prior to attaining legal personality.

UCL and UCL Qatar are not registered in Qatar in any form (public, private, foundation), and accordingly is disqualified from operation within the Qatari legal arena.

From: [REDACTED]
Sent: 29 February 2020 13:02
To: Rob Carter
Subject: Re: a couple of clarifications

Dear Rob,

Article 115 bis was added by law 13 for 2017. Apparently, The translated version did not have the last amendments.

Here is the article and the link to Qatari law portal

مكرر - 115 المادة

12/09/2017: تاريخ بدء العمل

قانون رقم 13 لسنة 2017: اضيفت بموجب

يجب على كل من العامل وصاحب العمل إذا نشأ بينهما نزاع يتعلق بتطبيق أحكام هذا القانون أو عقد العمل أن يعرض النزاع على إدارة علاقات العمل أو إدارة تنمية الموارد البشرية الوطنية بالوزارة، بحسب الأحوال، لتسوية النزاع ودياً وتتخذ الإدارة المختصة الإجراءات اللازمة لتسوية النزاع ودياً خلال مدة لا تتجاوز سبعة أيام من تاريخ عرضه عليها، وتعرض نتيجة التسوية على الطرفين خلال السبعة أيام التالية، فإذا قبلها الطرفان يتم إثبات ما تم الاتفاق عليه في محضر يوقع منهما، وتعتمد الإدارة المختصة، وتكون له قوة السند التنفيذي فإذا لم تتم تسوية النزاع خلال المدة المشار إليها في الفقرة السابقة، أو رفض أحد طرفي النزاع تسوية الإدارة المختصة، أو انقضت المدة دون أن يبدي الطرفان أو أحدهما رأيه بالقبول أو الرفض، وجب على الإدارة المختصة أن تحيل النزاع خلال الثلاثة أيام عمل التالية، إلى لجنة فض المنازعات العمالية، وتكون الإحالة مشفوعة بمذكرة تتضمن ملخصاً لموضوع النزاع وحجج الطرفين ومستنداتهما وملاحظات الإدارة المختصة، وعلى أمانة سر اللجنة، خلال ثلاثة أيام عمل من تاريخ إحالة النزاع إليها، تحديد جلسة لنظر النزاع في ميعاد لا يتجاوز سبعة أيام عمل من تاريخ الإحالة، ويخطر كل من العامل وصاحب العمل بتاريخ الجلسة قبل انعقادها بثلاثة أيام على الأقل ويرتب على تقديم طلب تسوية النزاع إلى الإدارة المختصة وقف المدة المقررة قانوناً لسقوط دعوى المطالبة بتلك الحقوق وذلك حتى انقضاء المواعيد المبينة بهذه المادة.

Google provide ok translation as follows:

Article 115 - bis
Start date of work: 09/12/2017
Added under: Law No. 13 of 2017

Both the worker and the employer, if a dispute arises between them relating to the application of the provisions of this law or the employment contract, must present the dispute to the Department of Labor Relations or the National Human Resources Development Department of the Ministry, as appropriate, to settle the dispute amicably.

The competent department shall take the necessary measures to settle the dispute amicably within a period not exceeding seven days from the date of submitting it to it, and the result of the settlement will be presented to the two parties within the next seven days. The executive bond.

If the dispute is not resolved within the period referred to in the previous paragraph, or one of the parties to the dispute refuses to settle the competent administration, or the time has passed without the parties or one of them expressing their opinion of acceptance or rejection, the competent department must refer the dispute within the next three working days, to The Labor Disputes Resolution Committee, the referral shall be accompanied by a memorandum that includes a summary of the subject of the dispute, the parties' arguments and documents, and the observations of the competent department. Notify each of The worker and the employer at the date of the session, at least three days before the session took place.

The submission of the dispute settlement request to the competent department shall result in the suspension of the period legally prescribed for the failure of a claim to claim these rights until the expiry of the dates indicated in this Article.

The link <https://www.almeezan.qa/LawArticles.aspx?LawArticleID=76735&LawID=3961&language=ar>

2- article 7 mandate registering

7 المادة

02/01/2005: تاريخ بدء العمل

- على صاحب العمل، قبل بدء العمل في منشأته، أن يخطر الإدارة كتابة بالبيانات التالية:
- 1- اسم المنشأة ومقرها ونوع نشاطها، وعنوانها الذي توجه إليه المراسلات، ورقم هاتفها -
 - 2- طبيعة العمل الذي ستمارسه المنشأة -
 - 3- عدد العمال الذين ستستخدمهم المنشأة ومهنتهم وجنسياتهم -
 - 4- اسم مدير المنشأة المسؤول -

Article 7

Start date of work: 01/02/2005

The employer must, before starting work at his facility, notify the administration in writing of the following data:

- 1- The name of the facility, its location, type of activity, the address to which correspondence is directed, and its phone number.
- 2- The nature of the work that the establishment will do.
- 3- The number of workers that the establishment will employ, their professions and their nationalities.
- 4- Name of the responsible enterprise manager.

Link <https://www.almeezan.qa/LawArticles.aspx?LawArticleID=51801&LawID=3961&language=ar>

Sent from my iPhone

On Feb 29, 2020, at 1:04 PM, [REDACTED] wrote:

[REDACTED]

I'm putting the finishing touches to my case. Your advice has been really invaluable.

There are two small things I am not sure about, or need a reference to:

- You mention below that article 115 mandates that if a dispute had risen between an employee & employer it should be referred to the dispute settlement at the ministry. I cannot find this in article 115 of Labour Law 14 – is it a different article or law? Article 129 says something similar (but not identical) but is in relation to collective disputes.

The law distinguishes between Individual and Collective matters, but I cannot find anything on individual disputes with an employer

- You also mention that a corporation is required to register itself at the Ministry of Labour (which UCL failed to do. Is this a reference to Article 7? I want to make sure I cite the right bit.

Many thanks, and best wishes

Rob

From: [REDACTED]

Sent: 18 February 2020 01:37

To: Rob Carter [REDACTED]

Subject: [REDACTED]

Dear Rob,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2- the terms of the contract provide for the application of Qatar labor law.

Qatar labor law provides in article 3 a list of exemption of its rules. The law does not have a general application for all workers in the country. Article 3 clearly state that government employees and those who work for public foundations are not subject to its rules.

For its application, UCL need to have a legal entity so that we can establish whether labor law applies to its employees or not.

For example if UCL registered itself as a public foundation, you would not be subject to labor law.

On the other hand, if UCL registered itself as corporation you would, yet UCL would have to submit registration process with Ministry of labor and administrative development.

UCL had a set of obligations to abide by had they opted out to labor Law, yet they did not apply it.

A- they did not register as a legal entity in Qatar, so we can examine if they are subject to Labor law or not.

B- if they were subject to Labor law, they should have lodged a copy of your contract at the ministry of labor and administrative development as per article 38. They did not do that, as evidenced from your letter of contract 2011 which stated that there were only two copies (one with you & the other is with UCL HR records).

C- article 115, mandate that if a dispute had risen between an employee & employer it should be referred to the dispute settlement at the ministry. Again, UCL opted out of that.

Accordingly, UCL failed to met the obligation of the law it stipulated in the contract. A law that cannot be applicable to UCLQ because UCLQ does not exist.

Their claim of a special status with QF to operate in the Qatar and as such Qatar have a jurisdiction, is not founded.

QF is subject to Law 21 for 2006 (private foundations of public benefits).

The law provides in article 6 & 7 the registration procedures to attain legal personality. This procedures were applied by QF only for QF.

Furthermore, it clearly state that such foundations cannot operate prior to attaining legal personality.

UCL is not registered in Qatar in any form (public, private, foundation), and did not apply the rules of labor law which they are arguing against you.

If UK has no jurisdiction, how you would sue UCLQ that does not exist?

On the other hand, there is not any article in the contract that provide for Qatari courts jurisdiction!

The choice of Law (Qatari labor law) is different for the place of adjudication.

You did not give up the right to seek redress from UK courts, and UCL did not state that disputes arising from this contract shall be subject to Qatari courts.

[REDACTED]