

The Newcastle Upon Tyne Hospitals NHS Foundation Trust

Policy in Relation to Honorary Contracts (Clinical Researchers and Scientific Staff below the Level of Consultant)

Effective from: March 2011

Review date: March 2014

1. Introduction

- 1.1 This policy will apply to University employees holding scientific/ medical research posts, (below the level of Consultant) such as:
- 1) A Clinical Researcher/Fellow, and
 - 2) A scientist employed by the University who carries out research in the NHS using Trust facilities, or equipment, or working with patients, or who provides a diagnostic service for Trust patients, including using Trust facilities, equipment or premises.
- 1.2 The circumstances in which an individual would require an honorary contract are where:
- a) They have no contractual relationship with the Trust, AND
 - b) They will be interacting, directly or indirectly, with patients, AND
 - c) This interaction will have a direct bearing on the quality of the patient's care, AND
 - d) They may be involved in multiple research projects
- 1.3 A "*direct bearing on the quality of care*" suggests that the actions of the Individual could foreseeably affect the type, quality or extent of prevention, diagnosis or treatment of illness, or foreseeably cause injury or loss to an individual to whom the Trust has a duty of care.
- 1.4 A separate policy exists for staff requiring honorary consultant status, or a Research Passport, the Research Passport Scheme applies to individuals who carry out research in the NHS on Trust registered research project/s who may require an honorary contract or a Letter of Access.
- 1.5 All individuals approved to operate within the Trust must observe a high standard of personal and professional conduct and carry out work to the best of their ability, in a proper and efficient manner, and promote and maintain the interests and reputation of the Trust at all times. Individuals must adhere to the policies and procedures of the Trust, which are available on the Trusts Intranet and referred to in the Contract of Employment. The award of an honorary contract from the Trust ensures that you are appropriately indemnified by the Trust for any NHS work activities you undertake under your honorary contract and that you are subject to the governance arrangements.
- 1.6 All individuals approved to operate within the Trust must have satisfied all the required pre-engagement checks in line with NHS Employment Check Standards i.e. checks regarding Right to Work, Verification of Identity, Employment History and References, Criminal Records, Registration and Qualifications and Occupational Health.

More specific guidance regarding the NHS Employment Check Standards can be sought at: <http://www.nhsemployers.org/RecruitmentAndRetention/employment-checks/employment-check-standards/pages/employment-check-standards.aspx>

2. Procedure for Applying for an Honorary Contract

- 2.1 The University HR department will carry out pre-engagement checks in accordance with the NHS Employment Check Standards. Once these have been completed the University HR representative will forward to the HR Officer (HR Medical & Dental) written confirmation of the checks undertaken and copies of the following documents:
- i) a completed 'Recruitment Information for Honorary Scientists/Clinical Researchers Placements form (see Appendix 1).
 - ii) a copy of the individual's CV
 - iii) a copy of the Job Description/Further particulars of the substantive post
 - iv) copies of references. There should normally be 2 individual references which must include the 2 most recent employers and cover at least 3 years' previous employment (where applicable).
 - v) copies of qualifications*
 - vi) copies of relevant pages of passport to include visa if applicable*
- 2.2 A representative of the University HR department must initial the copies confirming that they have seen the original documents.
- 2.3 The HR Officer (HR Medical & Dental) will log the request, will examine the written confirmation received from the University and will ascertain if there are any gaps in the checks conducted and whether any extra information needs to be sought to satisfy the NHS Employment Check Standards. If necessary the HR Officer will inform the University what further checks need to be conducted and once these are satisfied will inform the Medical Director of the request for an honorary contract.
- 2.4 If in agreement the Medical Director will approve the appointment.

3. Commencement of an Honorary Contract

- 3.1 An individual must not commence activities within the Trust until all pre-engagement checks have been completed. Once these have been verified by the substantive employer and the HR Officer (HR Medical & Dental) has received the written confirmation that all the necessary checks have been conducted and that there is no extra information required, then the HR Officer (Medical & Dental) will issue an honorary contract providing a copy to the relevant Clinical Director and the applicants main employer.
- 3.2 The HR Officer (HR Medical & Dental) and the individual will agree a start date. On the start date the Honorary Contract holder must report to the Human Resources Department to:
- a) complete a Fitness to Practice form, where relevant,
 - b) read and sign the Trust's Confidentiality Statement
 - c) receive authority to obtain a Trust ID Badge
 - d) obtain a payroll number needed to submit claims for expenses

- 3.3 The HR Officer (HR Medical and Dental) will record details relating to an honorary contract holder on Electronic Staff Record (ESR).
- 3.4 Honorary Contract holders are required to complete both the Trust and their local departmental induction and to comply with the Trust's Mandatory Training Policy.
- 3.5 The HR Officer will ensure that the Honorary Contract holder has the necessary access to electronic health care systems operating within the Trust.
- 3.6 Staff with honorary contracts will be required to have their duties agreed with their University line manager (substantive employer) and a representative from the Trust through the relevant Directorate.

4. Termination of an Honorary Contract

- 4.1 Where the activity ends, or is terminated earlier than expected, or an individual terminates their employment with their substantive employer, the Clinical Director must notify the HR Officer (HR Medical & Dental) immediately. The Honorary Contract holder will be responsible for ensuring the return of the Trust's ID badge and any Trust property.
- 4.2 The Human Resources Department will:
 - a) record the individual's termination
 - b) notify Porter/Security to cancel the ID badge
 - c) notify the IT Department to cancel network access (where applicable)
- 4.3 The individual's substantive employer will receive notification from the HR Department that they must notify the Trust's Human Resources Department of any change in an employee's circumstances that may affect the continuation of their activities or status with the Trust.
- 4.4 Should the individual be employed to work for their substantive employer on a Certificate of Sponsorship, then the Trust's Human Resources Department must notify the individual's substantive employer of any change in an employee's circumstances that may affect the continuation of their activities or status for migrant monitoring purposes (Please refer to the Trust's Prevention of Illegal Working Policy for further details).

5. Extension of an Honorary Contract

- 5.1 To extend an Honorary Contract beyond its expiry date, the Clinical Director must complete and sign the pro-forma at Appendix 3 and submit it to the HR Officer (HR Medical & Dental).
- 5.2 If approved, the HR Officer (HR Medical & Dental) will issue an extension to contract letter.

6. Audit & Monitoring

- 6.1 Compliance with this policy will be monitored by the Director of Human Resources. Information will be presented to the Corporate Governance Committee on an annual basis, who will identify appropriate action plans to address areas of the process which can be improved and will continue to monitor the plan until its completion.
- 6.2 Monitoring will include audits of information held on ESR and within the personal file to identify;
 - all pre-engagement checks are being completed in accordance with NHS Employment Check Standards

7. Further Advice and Guidance

Please contact the HR Officer (HR Medical & Dental).

8. Policy Review

The Director of Human Resources is responsible for the review and amendment of this Policy.

**Recruitment Information for Honorary Scientists/Clinical Researcher
Placements – NUTH**

Name of candidate	
Date appointed to current position with University	
Title of post with the Trust	
Name of Substantive Employer	
Start Date with Trust	
End Date with Trust	
2 Satisfactory References Received	Yes/No
Date Occupational Health Sent	
Date Occupational Health Received	
CRB Type	Enhanced/Standard
Date CRB Requested	
Date CRB Received	
CRB Reference number	
GDC/GMC number	
Do they need permission to work in the UK?	Yes/No
If so, please provide details of Visa etc.	

HR University to enclose: Copy of CV
 Copy of Job Description/or
 Copy of Further Particulars
 Copy of References
 Copy of Qualifications (Note: Originals must be seen)
 Copy of Passport/Visa (Note: Original must be seen)

Written Confirmation of Pre Employment Checks Conducted

HONORARY CONTRACT OF EMPLOYMENT
Between

Newcastle Upon Tyne Hospitals NHS Foundation Trust
and
Name of University employee

THE POST

1 Honorary Scientist

Your job title under this honorary contract is Honorary **insert title**.

Your substantive employer is the University of Newcastle upon Tyne.

You are hereby appointed in an honorary (unpaid) capacity as a **insert title** at **insert location**

You are appointed on the grounds that you also hold an academic/research post. Should your substantive contract of employment be terminated, your honorary employment with us will be reviewed under the provisions of clause 28 of this honorary contract.

2. General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other and your substantive employer;
- to maintain goodwill;
- to carry out our respective obligations in accordance with appraisal arrangements, including ensuring that your appraisal is conducted with your substantive employer;

- to carry out our respective obligations in devising, reviewing, revising and following Newcastle Upon Tyne Hospitals NHS Foundation Trust's policies, objectives, rules, working practices and protocols.
- to keep your substantive employer informed of any matters concerning your performance and/or conduct that could lead to formal action being taken.

THE WORK

3. Location

Your principal place of work for the purposes of this honorary contract is **Insert Trust location and University location**. Other work locations including off site working may be agreed appropriate (including the location of work for your substantive employer. You will generally be expected to undertake your Activities under this honorary contract at the principal place of work or other locations agreed. Exceptions will include traveling between work sites and attending official meetings away from the workplace.

4 Duties

4.1 Main Duties

Your duties under this contract will be jointly agreed with your substantive employer, taking account of the whole of your work. Your agreed duties will be included in a job description.

Except in emergencies or where otherwise agreed with your University manager, you are responsible for fulfilling the duties and responsibilities and undertaking the activities set out in your job description relating to work under this honorary contract as reviewed from time to time in line with the provisions in section 6 below.

4.2 Objectives

A single set of objectives will be jointly agreed.

The purpose of including agreed personal objectives is to set out in clear and transparent terms what you, your clinical manager and your substantive employer have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5 Duties

5.1 Scheduling Of Activities

You, your clinical manager and your substantive employer will agree your job description which would outline your duties and responsibilities and the times and locations at which these activities are scheduled to take place. All parties will seek to reach agreement in the scheduling of all activities.

5.2 Flexibility

You, your clinical manager and a representative of your substantive employer may agree, as part of your job description, other arrangements for flexible scheduling of commitments over an agreed period of time.

5.3 External Duties

Scheduling of such duties will be by agreement between all parties. Where carrying out these External Duties might affect the performance in your role you will give us sufficient notice, where possible, to ensure that, where such External Duties are agreed, you and your clinical manager can agree a revised schedule of activities at least a month in advance.

OTHER CONDITIONS OF EMPLOYMENT

6 Registration Requirements

It is a condition of your honorary employment that you are, and remain fully registered with the insert relevant body, e.g. GMC/GDC.

There may be occasions where undertaking private practice or providing fee paying services is a requirement or an expectation of your substantive employer. Any such commitment should be agreed in advance with your University and NHS manager. Where such activities are identified the provisions of Schedule 6 shall not apply.

7 Publications, lectures, etc

You are free, without our prior consent to publish books, articles, etc, and to deliver any lecture or speak, whether on matters arising out of your NHS service or not.

8 Appraisal and Clinical Governance

You must co-operate fully in the operation of the appraisal scheme, including assisting in liaising with your substantive employer. You must also comply with our clinical governance procedures.

9 Gifts and Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities in connection with your duties under this honorary contract.

10 Policies and Procedures

You are required to comply with our policies and procedures as may from time to time be in force in connection with your duties under this honorary contract.

11 Grievance Procedures

The grievance procedures, which apply to your duties under this honorary contract, are set out in the policies and procedures on the Trust intranet.

12 Disciplinary Matters

Wherever possible, any issues relating to conduct or competence should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct, in the course of performing your duties under this contract, may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures, subject to the appeal arrangements set out in those procedures.

Should action against you be contemplated for reasons relating to discipline or competence, we will give you the opportunity to respond to the matter raised as part of the preliminary investigation before deciding whether to proceed. If it is deemed necessary to proceed to a disciplinary hearing, we will inform your substantive employer in advance of any such hearing and will keep them informed at all times thereafter.

You should be aware that termination of your honorary appointment may have implications for your substantive contract of employment.

13 Intellectual Property

For your duties under this honorary contract you will comply with our procedures for intellectual property which are in line with 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'. For intellectual property generated under this contract we will where necessary seek to agree with your substantive employer how it should be treated if that organisation has an interest. Local agreements will also address any potential conflicts between the policies of NHS organisations and academic institutions.

14 Research Governance

For your duties under this honorary contract you will comply with our procedures for Research and Development which are in line with the Department of Health 'Research Governance Framework for Health and Social Care'.

LEAVE AND HOLIDAYS

15 Leave and Holidays

Your leave entitlement will be determined by your substantive employer. Any leave that may prevent you from delivering your duties under this honorary contract must be agreed with us in advance in accordance with our procedures.

OTHER ENTITLEMENTS

16 Expenses

You are entitled to be paid expenses, incurred in the course of carrying out your duties under this honorary contract. Claims should be submitted in a timely manner (normally within one month), for:

- excess travel;
- subsistence; and
- other expenses in accordance with Trust policy.

DURATION OF EMPLOYMENT

17 Duration of Employment and Tenure

This is a permanent post/ fixed term post.

18 Termination of Employment

Provisions governing termination of employment are set out in Trust terms and conditions of Honorary Contracts.

19 Effects of Termination of Your Substantive Contract of Employment

Should your substantive contract of employment be suspended, or terminated, at any time, this will result in a review of the terms and conditions of your honorary appointment with this Trust.

Where any such review is required, it will be carried out in accordance with employment law and will examine means for your continued employment, where appropriate. The circumstances leading to the termination of your substantive contract of employment may mean that this is inappropriate. An appropriate procedure will be followed prior to any decision not to continue your appointment under this honorary contract. Due to the honorary (unpaid) nature of this contract we may be required to offer you a transfer to an alternative post or contract, unless you are able to secure alternative employment of a comparable nature. We will endeavour to reach a solution that is agreeable to all parties.

CONTROL OF INFECTION

20 It is a condition of your employment that so far as is reasonably practicable, you minimise the risk of infection to yourself, colleagues, patients, relatives and visitors and, in so doing, you must:

- be familiar with, and adhere to Trust policies and guidance on infection prevention and control
- attend Trust Induction Programme(s) and statutory education programmes in infection prevention and control
- include infection prevention and control as an integral part of your continuous personal/professional development

- take personal responsibility so far as is reasonably practicable, in helping ensure that effective prevention and control of health care acquired infections is embedded into everyday practice and applied consistently by you and your colleagues.

TERMS OF EMPLOYMENT

21 Terms of Employment

This honorary contract and the associated Terms and Conditions set out the entire terms and conditions of your employment with The Newcastle upon Tyne Hospitals NHS Foundation Trust, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

22 I, insert employee name and The Newcastle upon Tyne Hospitals NHS Foundation Trust have understood and agree to honour the terms and conditions set out in this honorary contract

Signed:

Date of this agreement:

THE NEWCASTLE UPON TYNE HOSPITALS NHS FOUNDATION TRUST
IMPACT ASSESSMENT – SCREENING FORM A

This form must be completed and attached to any procedural document when submitted to the appropriate committee for consideration and approval.

Policy Title:	Policy in Relation to Honorary Contracts(Clinical researchers and Scientific Staff below the level of consultant)	Policy Author:	I Palfreeman
		Yes/No?	You must provide evidence to support your response:
1.	Does the policy/guidance affect one group less or more favourably than another on the basis of the following: (* denotes protected characteristics under the Equality Act 2010)	No	
	• Race *	No	
	• Ethnic origins (including gypsies and travellers)	No	
	• Nationality	No	
	• Gender *	No	
	• Culture	No	
	• Religion or belief *	No	
	• Sexual orientation including lesbian, gay and bisexual people *	No	
	• Age *	No	
	• Disability – learning difficulties, physical disability, sensory impairment and mental health problems *	No	
	• Gender reassignment *	No	
	• Marriage and civil partnership *	No	
2.	Is there any evidence that some groups are affected differently?	No	
3.	If you have identified potential discrimination which can include associative discrimination i.e. direct discrimination against someone because they associate with another person who possesses a protected characteristic, are any exceptions valid, legal and/or justifiable?	Na	
4(a).	Is the impact of the policy/guidance likely to be negative? (If “yes”, please answer sections 4(b) to 4(d)).	Na	
4(b).	If so can the impact be avoided?	Na	
4(c).	What alternatives are there to achieving the policy/guidance without the impact?	Na	
4(d)	Can we reduce the impact by taking different action?	na	

Comments:	Action Plan due (or Not Applicable): N/A
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Name and Designation of Person responsible for completion of this form: I Palfreeman, Head of Medical & Dental, Planning & Reward... Date: 30.3.11.....

Names & Designations of those involved in the impact assessment screening process: ... as above

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 (If any reader of this procedural document identifies a potential discriminatory impact that has not been identified on this form, please refer to the Policy Author identified above, together with any suggestions for the actions required to avoid/reduce this impact.)

For advice on answering the above questions please contact Frances Blackburn, Head of Nursing, Freeman/Walkergate, or, Christine Holland, Senior HR Manager. On completion this form must be forwarded electronically to Steven Stoker, Clinical Effectiveness Manager, (Ext. 24963) steven.stoker@nuth.nhs.uk together with the procedural document. If you have identified a potential discriminatory impact of this procedural document, please ensure that you arrange for a full consultation, with relevant stakeholders, to complete a Full Impact Assessment (Form B) and to develop an Action Plan to avoid/reduce this impact; both Form B and the Action Plan should also be sent electronically to Steven Stoker within six weeks of the completion of this form.