

The Newcastle upon Tyne Hospitals NHS Foundation Trust

Relation to Honorary Contracts (Non Medical/Non Research Based Contracts)

Effective: November 2009

Review: November 2012

1. Introduction

An individual is required to hold an honorary contract in order to conduct certain non-medical, non-research activities within the Trust and use the facilities of the Trust. The circumstances in which an individual would require an honorary contract are if:

- a) they have no contractual relationship with the Trust, AND
- b) 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

1.2 An example of a non medical, non research based honorary contract holder would be a clerical worker who is employed by a charity but works on Trust premises, uses Trust facilities, has contact with patients and access to patients records.

1.3 An individual is not required to hold an honorary contract if:

- a) they have an existing contractual relationship with the Trust, OR
- b) their activities will have no direct bearing on the quality of care of patients

1.4 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.

1.5 An individual who is referred to under 1.3 b) above will be issued with a letter to confirm their responsibilities while conducting activities with the Trust – see Appendix 5.

1.6 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, please see some guidance set out in Appendix 8.

1.7 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. Scope

- 2.1 This policy applies to all individuals who carry out certain activities and use the Trust's facilities on non medical, non research honorary contracts; it therefore includes Nursing, Allied Health Professionals and other professional staff providing a service to the Trust.

3. Procedure for Applying for an Honorary Contract

- 3.1 To apply for an Honorary Contract, an individual must:
- a) complete a Trust Application Form for an honorary contract - see Appendix 2
 - b) ensure their substantive employer completes the relevant sections contained within the form appended to this policy – see Appendix 4
 - c) submit the application to the Trust's Human Resources Department for processing
- 3.2 The designated Assistant HR Officer will obtain written confirmation from the individual's substantive employer that all required pre-engagement checks have been conducted in line with the NHS Employment Check Standards.
- 3.3 It is extremely important that an honorary contract holder understands confidentiality and what they must and must not do with regard to confidential information. This is to help safeguard the person who the information relates to and also the honorary contract holder who may use or have access to confidential information as part of their duties. A signed statement must be held on record by the Assistant HR Officer for all honorary contract holders (see Appendix 7).

4. Commencement of an Honorary Contract

- 4.1 An individual must not commence activities within the Trust until all pre-engagement checks have been completed.
- 4.2 The Assistant HR Officer will examine the written confirmation received from the individual's substantive employer 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 Assistant HR Officer will inform the substantive employer of what further checks need to be conducted and once these are satisfied the Assistant HR Officer will issue an honorary contract, providing a copy to the Supervising Officer of the Trust.
- 4.3 The Assistant HR Officer 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
 - b) read and sign the Trust's Confidentiality Statement
 - c) receive authority to obtain a Trust ID Badge
 - d) Obtain a payroll number to submit claims for expenses incurred

- 4.4 The Assistant HR Officer will record details relating to an honorary contract holder on Electronic Staff Record (ESR).
- 4.5 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.

5. Termination of an Honorary Contract

- 5.1 Where the activity ends, or is terminated earlier than expected, or an individual terminates their employment with their substantive employer, the Supervising Officer for the Trust responsible for the individual must notify the designated Assistant HR Officer immediately. The Supervising Officer for the Trust will also be responsible for ensuring the return of the individual's Trust ID badge and any Trust property.
- 5.2 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)
- 5.3 The individual's substantive employer will 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.
- 5.4 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 the contract holder'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).

6. Extension of an Honorary Contract

- 6.1 To extend an Honorary Contract beyond its expiry date, the Supervising Officer of the Trust must complete and sign the pro-forma at Appendix 4 and submit it to the designated Assistant HR Officer.
- 6.2 If approved, the designated Assistant HR Officer will issue an extension to contract letter.

7. Audit and Monitoring

- 7.1 Compliance with this policy will be monitored by the Director of Human Resources. The figures 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.
- 7.2 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.

8. Further Advice and Guidance

Please contact the Assistant HR Officer in the Human Resources Department.

Author: The Director of Human Resources

The Newcastle upon Tyne Hospitals NHS Foundation Trust

The following table is an aid to identify what level of CRB disclosure is required for an individual and whether an honorary contract or a letter of access is required.

	Honorary Contract (HC) Necessary	CRB Check Necessary+
Direct contact with patients/service users and direct bearing on the quality of their care (not children or vulnerable adults)	Yes	Yes, Standard or Enhanced*
Direct contact with children or vulnerable adults and direct bearing on the quality of their care	Yes	Yes, Standard or Enhanced*
Direct contact with patients/service users, but no direct bearing on the quality of their care (e.g. observer)	No	Yes, Standard or Enhanced*
Indirect contact with patients/service users and direct bearing on the quality of their care (e.g. some types of telephone interviews)	Yes	Yes, Standard or Enhanced*
Indirect contact with patients/service users, but no direct bearing on the quality of their care (e.g. telephone interviews, postal questionnaires)	No	No
Access with consent to identifiable patient data, tissues or organs with likely direct bearing on the quality of their care	Yes	No
Access with consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care	No	No
Access without consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care	No	No
Access to anonymised patient data, tissues or organs only	No	No
Direct contact with staff (e.g. interviews)	No	No
Access to identifiable staff data	No	No
Access to anonymised staff data only	No	No

Footnotes

- + For individuals, the level of supervision should be taken into account in the decision whether to conduct a CRB check
- * A Standard or Enhanced CRB Disclosure may be required depending on the type of contact. A check of the relevant statutory Barred List(s) may also be required.

This form is issued by the Human Resources Department

**The Newcastle upon Tyne Hospitals NHS Foundation Trust
Application Form for an Honorary Contract**

PART A *(To be completed by the Applicant requesting an Honorary Contract)*

Surname: *(Block Capitals)* _____

First Name: _____

Date of Birth: _____

Other qualifications including dates:

Date and status of professional registration:

Nationality: _____

Substantive Organisation:

Substantive Job

Title: _____

Staff Category: *(e.g. Nurse, Administrative)* _____

Please state Honorary Contract Expiry Date:

Base for Honorary Contract

Activities _____

Supervising Officer for the Trust:

(person responsible for the individuals' activities within the Trust)

Title/Designation: _____

Contact Address: _____

Tel Number: _____

Reason for requesting honorary contract/status:

Please provide a brief description of your role here:

Period contract to cover: From: _____ **To:** _____

ADDRESS: (1) **Permanent home address:** *(including country if not UK)*

(2) **During period of attachment if different from the above:** *(Please also state Tel No)*

I have discussed my level of involvement within the Trust with the Supervising Officer for the Trust and I am fully aware of my responsibilities.

I declare that the information I have given on this application is true to the best of my knowledge. I understand that giving false or incomplete information would disqualify me from consideration or, in the termination of the honorary contract.

I declare that I have read and understood the Trust's policy in relation to Honorary Contracts which can be obtained from the Human Resources Department or via the Trust's Intranet and understand that I must not commence activities within the Trust until a honorary contract has been approved and all pre-engagement checks have been confirmed.

Signature: _____ **Date:** _____

PART B: (For use by Supervising Officer for the Trust accepting responsibility for the applicant)

Name of individual requesting honorary contract:

Title/Designation:

Purpose of the Activities:

I request that the above be issued with an honorary contract.

Signature: _____ **Date:** _____

Name: *(Block Capitals)*

Department/Hospital:

NOTE:

Candidates should not commence activities until all of the following have been completed:

- **Application Form is completed by the candidate**
- **Application Form is signed by the Supervising Officer for the Trust who is agreeing the activities**
- **Written confirmation has been received that all pre-engagement checks have been conducted in accordance with the NHS Employment Check Standards.**

Only when ALL of the above have been completed the Assistant HR Officer will write to the candidate stating they can commence their honorary contract.

The Newcastle upon Tyne Hospitals NHS Foundation Trust

Reasons for Requesting Honorary Contract/Status

Applicants should use this form to indicate what level and type of contact with patients they are likely to undertake whilst undertaking their activities within the Trust.

Direct contact with patients/service users and direct bearing on the quality of their care (not children or vulnerable adults)	
Direct contact with children or vulnerable adults and direct bearing on the quality of their care	
Direct contact with patients/service users, but no direct bearing on the quality of their care (e.g. observer)	
Indirect contact with patients/service users and direct bearing on the quality of their care (e.g. some types of telephone interviews)	
Indirect contact with patients/service users, but no direct bearing on the quality of their care (e.g. telephone interviews, postal questionnaires)	
Access with consent to identifiable patient data, tissues or organs with likely direct bearing on the quality of their care	
Access with consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care	
Access without consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care	
Access to anonymised patient data, tissues or organs only	
Working on NHS premises (e.g. laboratory work) only	
Direct contact with staff (e.g. interviews)	
Access to identifiable staff data	
Access to anonymised staff data only	

Signed: _____ Date: _____

Print Name: _____

**Substantive Employer -
Honorary Contract Application Form**

Name:		Job Title	
Employee No:		Contract (circle):	Fixed/rolling/open
Substantive Employer::		Tel & Email:	
Professional body: <i>if applicable</i>	NMC/HPC (circle) OR Other: _____ Reg. number:		
Certificate of Sponsorship Details: <i>if applicable</i> :	Number: Expiry Date:		
DETAILS OF PLACEMENT	Essential information:		
Activities and main organisation connected with activities:		Name of Supervising Officer for the Trust:	
Period of Honorary Contract	From:	To:	

Please complete the following information which will help to determine whether or not you need an honorary contract.

Tick all that apply to your work ✓	Description of Activities
	Direct contact with patients/service users and direct bearing on the quality of their care (not children or vulnerable adults)
	Direct contact with children or vulnerable adults and direct bearing on the quality of their care
	Direct contact with patients/service users, but no direct bearing on the quality of their care (e.g. observer)
	Indirect contact with patients/service users and direct bearing on the quality of their care (e.g. some types of telephone interviews)
	Indirect contact with patients/service users, but no direct bearing on the quality of their care (e.g. telephone interviews, postal questionnaires)
	Access with consent to identifiable patient data, tissues or organs with likely

	direct bearing on the quality of their care
	Access with consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care
	Access without consent to identifiable patient data, tissues or organs, but no direct bearing on the quality of their care
	Access to anonymised patient data, tissues or organs only
	Working on NHS premises (e.g. laboratory work) only
	Access to anonymised staff data only
	Direct contact with staff (e.g. interviews)
	Access to identifiable staff data

If your activities involve contact with vulnerable groups (<i>tick all that apply</i>):	<input type="checkbox"/> Children or young people (under age 18) <input type="checkbox"/> An adult with a substantial learning or physical disability <input type="checkbox"/> An adult with a physical or mental illness, chronic or otherwise, including drug and alcohol addiction <input type="checkbox"/> An adult with a substantial reduction in physical or mental capacity due to advanced age
---	--

I understand that as part of the application process for an honorary contract, my substantive employer will have to provide written confirmation that all documentary evidence in order to satisfy the NHS Employment Check Standards has been provided to them. I give my permission for this information to be shared with the relevant personnel who require it:

Signed: Date:

For completion by Substantive Employer:

I confirm that the above information is correct, that written confirmation regarding the pre-employment checks which have been conducted has been provided to the Assistant HR Officer of the Trust and that the costs of any relevant checks will be covered by ourselves as the substantive employer,

Signed: Date:

Job Title in the Substantive Organisation.....

Send this form, together with the relevant NHS Trust application form for an Honorary Contract and written confirmation of the checks which have been conducted in accordance with the NHS Employment Check Standards, to the Trust's Assistant HR Officer.

The Newcastle upon Tyne Hospitals NHS Foundation Trust

HONORARY CONTRACT -
REQUEST FOR EXTENSION TO CONTRACT

HONORARY CONTRACT HOLDER

Surname _____

Forename(s) _____

Current Contract Expiry Date _____

PROJECT

REASON FOR EXTENSION:

REQUEST *(To be completed by Supervising Officer for the Trust who has responsibility for the individual)*

Extend from _____ to _____

SIGNED: _____

DATE: _____

PRINT NAME: _____

DESIGNATION: _____

DECISION *(To be completed by Human Resources Department)*

YES/NO

SIGNED: _____

DATE: _____

PRINT NAME: _____

DESIGNATION _____

CONFIDENTIAL – ADDRESSEE-ONLY

Dear

Activities within the Trust

The information supplied about your role in the above activities has been reviewed and you do not require an honorary contract with this Trust. The Trust is satisfied that the pre-engagement checks required to meet the NHS Employment Check Standards have been carried out. This letter, therefore, is to inform you that you can commence your duties under the above activities with effect from _____ 201_.

Below is an outline of your responsibilities whilst you are conducting your activities. I would be grateful if you could familiarise yourself with these, sign the declaration over the page and return the whole letter to myself as soon as possible. A copy is enclosed for you to retain for your records.

Please note that this letter relates only to the activities that have been approved by the Trust following your application. It does not cover any other work you may undertake, or be involved in with regard to this Trust and its patients. Any other such is subject to application and approval by the Trust prior to commencement.

Your activities will be overseen by (Supervising Officer for the Trust) who is an employee of the Trust.

You are considered to be a legal visitor to Trust premises. You are not entitled to any form of payment or access to other benefits provided by the Trust to employees and this letter does not give rise to any other relationship between you and the Trust, in particular that of a contract of employment.

You must act in accordance with Trust policies and procedures at all times. The Trusts' policies and procedures are available on the Trust's Intranet, or from the Human Resources Department. You must observe the same standards of care and propriety in dealing with patients, staff, visitors, suppliers, equipment and the premises as is expected of any other contract holder and you must act appropriately, responsibly and professionally at all times.

You are required to ensure that all information regarding patients or staff remains secure and **strictly confidential** at all times. You must ensure that you understand and comply with the requirements of the NHS Confidentiality Code of Practice (and the Data Protection Act (1998)). Furthermore you should be aware that under the Act, unauthorised disclosure of information is an offence and such disclosures may lead to prosecution.

You should ensure that where you are issued an identity or security card, a bleep number, email or library account, keys or protective clothing that these are returned upon termination of this arrangement. Please also ensure that while on Trust premises you wear your ID badge at all times. Please note that the Trust accepts no responsibility for damage to or loss of personal property.

Any breach of these requirements will result in withdrawal of the access conferred in this letter and will be notified to your employer. Your substantive employer is responsible for your conduct during your activities and any breach may therefore result in disciplinary action against you. Any breach

of the Data Protection Act 1998 may result in legal action against you and/or your substantive employer.

If you have not already done so, you must arrange to attend the Human Resources Department to receive authorisation to obtain an ID Badge.

If you have any queries, please contact the Assistant HR Officer in the first instance.

Yours sincerely

HR Manager – Recruitment

Cc: Supervising Officer of Trust
HR Department at Substantive Employer

DECLARATION

I agree to accept my responsibilities and act in accordance with the terms described above whilst undertaking the activities within the Trust.

Signed: _____ Date: _____

The Newcastle upon Tyne Hospitals NHS Foundation Trust
Confidentiality of Medical, Employment Records, E-mail and Internet Usage Statement

Medical Records

A medical record is any record of the physical or mental health of a patient made by a health professional in connection with the care of the patient. Staff are only authorised to access medical records in relation to their specified duties i.e. the records of a patient in whose treatment they are involved, and only for the purposes of such treatment or in relation to associated administrative duties. Specifically, staff may not access their own medical records, or those of relatives or acquaintances, or any person in whose care they are not involved, other than through the formal access procedures for patients, as provided for under the Data Protection Act 1998 and the Access to Health Records Act 1990.

Employment Records

Employment records are those records, either manual or computerised, which contain information regarding individual members of staff, both past and present. Individuals on whom employment information is held have the right to amendment and erasure of inaccurate information and compensation for damages caused by inaccuracy unless the source of the information is the individual concerned or on identifiable third party.

E-Mail Internet Information

An employee of the Trust shall only access, read, retrieve or disseminate information from E-mail and Internet services at the Trust that relates specifically to their duties. Access to the Internet for personal use is permissible for up to one hour per day, however restrictions apply and access shall be in the employee's own time – see 'Workforce Policy on Internet Security at Work' and 'Email Policy'. The distribution of any information through E-mail and the Internet is subject to the scrutiny of the Trust which reserves the right to determine the suitability of this information.

All such records, medical and employment – computerised or manual – must be:

- confidential and secure against unauthorised access
- identifiable and readily accessible
- clear, accurate and readable
- accessible to authorised persons only
- accessible to patients on request (medical records)

Unauthorised access, modification, transfer, disclosure or deletion of computer held records are criminal offences under the Computer Misuse Act 1990 and make the offender liable to a fine, or five years imprisonment or both. These offences constitute gross misconduct and may result in summary dismissal of the offender. Unauthorised access, modification, transfer, disclosure or deletion of manual records will attract similar disciplinary action as may misuse of the Trusts' E-mail and Internet services.

Any queries regarding access, confidentiality, E-mail or Internet usage can be raised with either your line manager, the Trust's Data Protection Officer, the Trusts IM&T Security Team or the Human Resources Department. Policies can be found on the Trust's Intranet.

I have read and understand this summary and accept my obligations in relation to medical, employment records and Internet usage.

Name:

Signature:

Post:

Date:

The Newcastle upon Tyne Hospitals NHS Foundation Trust**Important Information for Honorary Contract Holders
Working within the Trust****1. Personal Conduct**

You must observe a high standard of personal and professional conduct and carry out work to the best of your ability, in a proper and efficient manner, and promote and maintain the interests and reputation of the Trust at all times. You must adhere to the policies and procedures of the Trust. You must comply with all lawful and reasonable requests and directions given to you by the Trust together with all the duties implied by law. Failure to comply with these conditions of conduct will result in your immediate removal from an Honorary Contract with the Trust.

2. Probationary Period

The first six months of your engagement on an honorary contract will be a probationary period, during which time your suitability for the position will be assessed. The Trust reserves the right to extend your probationary period if, in its opinion, circumstances so require. During your probationary period, your honorary contract may be terminated either by you or by the Trust giving the required statutory notice.

3. Misrepresentation of Status

You must not at any time give the impression that you are an employee of the Trust, or in any way as having any authority to enter into any contract or negotiations on behalf of the Trust, or otherwise to bind the Trust. Any breach of this provision could lead to your removal from the Trust and you will indemnify the Trust on demand for all costs, liabilities, claims, expenses and demands suffered or incurred by the Trust arising by reason of your breach of this condition.

4. Medical Examination

It is a condition of working in the Trust that, if required, you submit to a medical examination at any time and to any tests and/or x-rays arising there from, and follow any guidance issued by the Trust's Occupational Health Department.

5. Control of Infection

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:

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

- d) 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.

6. Information Governance

Working on an Honorary Contract basis may result in you having access to confidential information about patients. ALL information about patients is confidential, even the fact that they are patients in hospital. You must always respect the confidential nature of this information and you must not discuss such matters with, or release such information to, unauthorised persons. Similarly, any confidential information regarding other members of staff must not be released except in the normal course of your duties.

If you are requested to disclose information over the telephone, the greatest care must be taken to establish the identity of the person making the request and that they are authorised to receive what they have asked for.

In addition, you must not permanently remove any hospital or related documents from any of the Trust's premises. If you are in any doubt about the release of information you should consult your Supervising Officer of the Trust immediately.

The Trust has an established procedure for the dissemination/disclosure of information about the Trust and its activities to third parties, the press and media. You should act in accordance with the spirit of this procedure. For further information please see your Supervising Officer of the Trust.

You must ensure security of data at all times and take specific care to maintain security at all times when undertaking data transfer

7. Health and Safety

The Trust attaches the greatest importance to the health, safety and welfare of its employees and wishes to encourage them to work together positively to achieve safe and healthy working conditions compatible with the provision of services to patients.

The Trust undertakes, so far as is reasonably practicable, to provide and maintain a safe working environment, equipment and safe systems of work. You are required to exercise reasonable care for the health, safety and welfare of yourself and all other persons who may be affected by your acts or omissions at work.

You must cooperate with the Trust as regards to any duty or requirement imposed upon it by any relevant statutory provision.

- a) Fire
A detailed fire procedure document is available on all wards and departments. It is your responsibility to familiarise yourself with the content and to act in accordance with it. You must partake in fire drills as and when they occur.
- b) Security
All staff, students and temporary (agency) workers are issued with a Staff Identity Card, which must be worn at all times.

If you are involved in an accident or injury to yourself or a colleague no matter how slightly, you must inform your Supervising Officer of the Trust immediately and complete all necessary documentation to record this matter.

8. 'No Smoking' Policy

The Trust is a smoke free zone and does not permit smoking on any of its premises. You are not permitted to smoke in any buildings or grounds of the Trust.

9. Safeguarding (Children and Adults)

In order to protect Children/Vulnerable Adults using the services or facilities of the Trust, every honorary contract holder must be made aware of their duties and responsibilities in respect of Safeguarding upon commencement of their activities.

10. Equal Opportunities & Diversity Policy

The Trust is committed to a policy of equality and diversity of opportunity, not only in its employment and personnel practices, but also in all the services for which it is responsible. It is a condition of your employment that you act in accordance with the Trust's Equal Opportunities & Diversity Policy and that you comply with any relevant statutory provisions.

11. Dignity and Respect at Work Policy

The Trust is committed to a policy that fully supports the rights of all of its employees, trainees, temporary (agency) workers and/of honorary contract holders to work/learn without harassment or intimidation. Harassment or intimidation by any employee, trainee, temporary (agency) worker or honorary contract holder toward another employee, trainee, temporary (agency) worker, patient, visitor or contractor working on behalf of the Trust, will not be tolerated. All individuals, at all levels, are required to comply with this policy. If the complainant or alleged harasser is not employed by the Trust, then the Trust will expect their employer to take appropriate action.

12. Training

The Trust will provide you with any relevant training required for the performance of your duties whilst working in the Trust. Failure to attend training when required will result in work being withheld and could result in your immediate removal from an Honorary Contract.

13. Financial Interest in Contracts

You must inform your Supervising Officer of the Trust as soon as it comes to your notice that you have a financial interest in a contract into which the Trust has entered, or proposes to enter into, whether or not you are party to the contract. In the case of a married couple, the interest of one is deemed to be the interest of the other.

14. Acceptance of Gifts/Hospitality

A policy document incorporating guidelines on the above has been drawn up by the Trust. A copy of the document is available from your line manager or on the Trust's intranet, if you have any queries regarding the acceptance of gifts/hospitality in connection with your employment you should consult with your Supervising Officer within the Trust before you agree to accept a gift or hospitality.

15. Personal Property

The Trust will not accept any responsibility whatsoever for damage to, or loss of, personal property and recommends that you arrange appropriate insurance to cover such items.

16. Use of Private Motor Vehicle on Trust Business

You must not use a private vehicle on Trust business unless you have appropriate insurance which covers you for an accident to a third party and for business use.

17. Police Investigations

If you are arrested on any charge or served with a summons on a criminal charge, you must inform your Supervising Officer within the Trust immediately.

18. Trust Property

Any uniform, protective clothing, keys or other items that may be issued to you, remain the property of the Trust and must be returned at the termination of your Honorary Contract.

19. Conduct

You must observe a high standard of personal and professional conduct and that you adhere to the policies and procedures of the Trust. Failure to comply with this condition of conduct and to adhere to policies and procedures may result in your Honorary Contract being cancelled.

20. Dress and Appearance

You must comply with the Trust's Dress, Appearance and Uniform Policy (available on the intranet). Uniform and/or protective clothing, where applicable, must be worn and properly laundered. You will be issued with an IT badge which you must wear at all times when working for the Trust. You must not give your ID badge to anyone else in any circumstance. Failure to do so could compromise patient safety and the Trust's security arrangements, and lead to your immediate removal from your Honorary Contract.

21. Intellectual Property Rights

All inventions, improvements, system developments, enhancements, designs, artistic and literary works made by you as part of the normal or assigned duties belong to the Trust and, the Trust reserves complete freedom, in any circumstance, to decide what action (if any) should be taken in this regard.

22. Computers

You may have access to a computer as part of your work. You must only access the computer and its material (which includes programmes) as authorised by your Supervising Officer of the Trust. It is illegal (under the terms of the Computer Misuse Act 1990) to alter or modify any computer material without authority, or to access material without authority, or to use information gained from the computer without specific authority. You must also not impart any programmes or discuss without authority.

If it is discovered that you have carried out any of the illegal acts referred to above, or any other similar acts, then the Trust will take appropriate action and you will be personally liable under the terms of the Acts.

23. Social Networking Sites and Use of the Internet

This refers to the use of Web software that supports social networking (e.g. blogs, wikis, Facebook) and media sharing (e.g. YouTube, Flickr)

The Trust does not allow access to any social networking sites and any breach of this condition will result in your immediate removal from your honorary contract.

You must not utilise the Trust's computer systems to engage in political activities where this might be construed as representing the Trust.

Internet libel is the publication of a defamatory statement in permanent form, which includes publication on the internet. The Trust will undertake swift action if it becomes aware of statements posted on websites which may be considered defamatory. Any form of harassment, including defamatory statements or other unacceptable content, will be given serious consideration by the Trust and appropriate action will be taken.

If you become aware of a statement on a website which could be considered defamatory, you should contact the IT Services Help Desk with the following information:

- your name and contact details
- location of the statement
- the nature of the complaint i.e. why you object to the statement

The Trust reserves the right to secure the removal of any such statement and will carry out an investigation into how such a statement was posted.

The Trust has strict rules around the use of its network services (intranet and internet) including use of email and access to certain websites. It is your responsibility to be aware of these rules, to familiarise yourself with Trust policies in

this regard, and to adhere to these policies at all times. Failure to do so will result in your immediate removal from your honorary contract.

**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 Regarding Honorary Contracts (non medical)	Policy Author:	Ms C Liddell
		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:		Policy applies to all those who apply for and those who subsequently hold an Honorary Contract with the Trust and is in accordance with the NHS Employment Check Standards. It is underpinned by Trust's overriding policy on Equal Opportunities and Diversity
	• 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	
2.	Is there any evidence that some groups are affected differently?	NO	There is no evidence to support any group was affected differently
3.	If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?	NO	
4(a).	Is the impact of the policy/guidance likely to be negative? <i>(If "yes", please answer sections 4(b) to 4(d)).</i>	NO	
4(b).	If so can the impact be avoided?	-	
4(c).	What alternatives are there to achieving the policy/guidance without the impact?	-	
4(d).	Can we reduce the impact by taking different action?	-	

Comments:	Action Plan due (or Not Applicable):

Name and Designation of Person responsible for completion of this form: Mrs Wendy Johnson Date: 04.11.2009

Names & Designations of those involved in the impact assessment screening process: Attendees of the Employment Policies, Procedures Consultation Group

(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.)