Newcastle University

Conditions of Service for Honorary Academic Staff Holding NHS Consultant Contracts

General

1. Unless otherwise stated in your contract of employment your honorary appointment will be terminable by not less than 3 months notice being given in writing by either side, and is subject to the Statutes and Regulations of the University, as amended from time to time.

2. This honorary contract does not affect your substantive contract of employment and the existing terms and conditions for NHS Consultants as outlined in your NHS contract. The terms of your substantive contract remain as stated in your NHS contract.

3. Honorary academic staff will normally work at designated sites of the University. In the course of their duties they may be required to make visits throughout the UK and overseas.

4. The University recognises the University and College Union (UCU) as the appropriate trade union to negotiate or consult on behalf of members of staff, up to but excluding Professors. Whilst the University does not recognise the British Medical Association (BMA) or the British Dental Association (BDA) for the purposes of collective bargaining you are entitled to be accompanied at any disciplinary or grievance hearing by a representative of the BMA/BDA.

5. Honorary academic staff are required to hold a substantive consultant level appointment with an appropriate NHS Trust/Health Board as this is essential for the performance of your duties with the University. Your employment as a member of the University’s honorary academic staff is dependent upon having and retaining a consultant level appointment. Should your employment be terminated by your substantive employer, for any reason, your employment with us under this honorary academic contract will be reviewed. It is the responsibility of the honorary member of staff to advise the University immediately if his/her substantive contract is terminated or withdrawn or if s/he is at any time subject to disciplinary action under their substantive contract. Acceptance of these conditions will provide the member of staff’s consent to the University to share personal data (including sensitive personal data as defined in the Data Protection Act 1998) where necessary and appropriate with the Trust for the purpose of managing the contract of employment in accordance with the principle of joint working to integrate separate responsibilities. The University will make all reasonable efforts to ensure that individuals are informed of all shared personal data, other than those relating to minor administrative arrangements, in accordance with the Data Protection Act.

Job Planning

6. Your duties under this contract will be jointly agreed with your substantive employer, through the annual integrated job planning process, taking account of the whole of your work. Your agreed duties will be included in a single, integrated Job Plan. Except in an emergency or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your integrated Job Plan relating to work under this honorary contract as reviewed from time to time. A single set of objectives will be jointly agreed between you, your substantive employer and your University manager. Your objectives form part of a single integrated Job Plan and take account of the work for your substantive employer and any objectives arising from those duties as well as your duties under this honorary contract. The purpose of including agreed personal objectives in your integrated Job Plan is to set out in clear and transparent terms what you, your University Manager
and your substantive employer have agreed should reasonably be achieved in the year in question.

External Duties
7. Where External Duties are to be included in the integrated Job Plan, you must notify your substantive employer and University manager in advance. Where carrying out these External Duties might affect your ability to meet teaching or examination commitments or research deadlines or otherwise carry out your duties under this honorary academic contract, you will give us sufficient notice, where possible, to ensure that any effect upon the University is minimised or avoided.

Appraisal and Training
8. Honorary academic staff are required to participate in an annual appraisal process conducted jointly by the University and the Trust. This process may contribute to periodic re-accreditation with the GMC or GDC, as appropriate. Appraisal documentation can be found at: www.ncl.ac.uk/internal/medicine/hr/policy/clinac/clinac.phtml Clinical Academic staff are also expected to undertake any mandatory training required by either the University or the Trust and to comply with Caldicott regulations.

Research Governance
9. For duties under this honorary academic contract you will comply with the University’s current arrangements for research governance, as amended from time to time. The current arrangements are as set out at: http://www.ncl.ac.uk/res/resources/

Indemnity
10. Honorary academic staff by virtue of their substantive NHS contracts, are covered by the NHS indemnity scheme in the event of claims against them for negligence arising from work involving the treatment of NHS patients and clinical research studies involving NHS patients. This indemnity applies even though the activity may be part of a research study being conducted and/or sponsored by the University. However written approval prior to commencement must be obtained by the principal investigator for any research study or clinical trial from the appropriate:

i) Local Research Ethics Committee (and, where appropriate, a Multi-centre Research Ethics Committee) and

ii) NHS Trust hosting the study.

11. Research trials not involving NHS patients but still using human subjects or volunteers carried out on behalf of the University are covered by the University's insurance policies, subject to the principal investigator having obtained the prior written approval of:

i) the Head of Academic Unit; and

ii) the appropriate Local Research Ethics Committee; and

iii) in the case of pharmaceutical and/or clinical research trials, the University's insurers via the Executive Director of Finance.
Coverage by the University’s insurance will not apply where an indemnity is provided by any external organisation which may be the Sponsor and/or funding the work. All cases where the University is required to act as Sponsor, and the acceptance of the Sponsor role has been agreed by the Head of Academic Unit, must be notified by the principal investigator to the University insurers via the Executive Director of Finance as part of the approval process. Work carried out outside the auspices of the NHS and the University, including private practice and consultancy for personal gain, is not covered under the honorary contract of employment between the University and the member of staff concerned. Honorary academic staff are therefore required to take out personal insurance cover for such purposes.

**Salary and Pension**

12. Pay and pension benefits are detailed in your contract with your substantive employer. Following your Job Plan Review your University manager will contribute to a joint report recommending a decision about your progress through pay thresholds.

13. Where a clinical academic member of staff carries out on-call duties for the Trust as agreed in the integrated Job Plan, the University will take account of this in the requirement of you to undertake your duties under this honorary academic contract.

**Annual Leave and Leave of Absence**

14. Leave entitlement and holiday pay will be determined and paid by your substantive employer. Any leave that may prevent you from delivering your duties under this honorary academic contract must be agreed in advance in accordance with your University manager. Leave request forms can be found at: www.ncl.ac.uk/internal/medicine/hr/policy/clinac/clinac.phtml

**Sick Leave and Sick Pay**

15. Sick leave and sick pay will be determined by your substantive employer. Any sick leave that may prevent you from delivering your duties under this honorary academic contract must be notified to your University manager as soon as is practicable. The University procedure for sickness absence is set out: http://www.ncl.ac.uk/hr/policy/leave/sickness/

In accepting this contract you agree that the University may at any time require you to undergo a medical examination through the University Occupational Health Service in order to determine your fitness for work under this honorary contract.

**Health and Safety**

16. All members of honorary academic staff are required to promote and observe the University's current safety policy, as amended from time to time. The current version is as set out at www.safety.ncl.ac.uk/universitypolicy.aspx Attention is also drawn to the provisions of the Working Time Regulations (or any legislation which may supersede those Regulations) which have been enacted as a provision of health and safety legislation as a means of maintaining a sensible balance between working time and rest periods. The University will not require a member of the honorary academic staff to work for more than 48 hours a week (12 PA) (averaged in accordance with legislative limits) on duties set out in his/her Job Plan, including Additional Programmed Activities.
Equal Opportunities
17. All members of staff are required to promote and observe the University's current equal opportunities policy as amended from time to time. The current version and other diversity policies can be found at: http://www.ncl.ac.uk/diversity/policy/index.html

Use of Computing Facilities
18. Honorary academic staff are required to comply with the General Conditions of Use of Computing and Network Facilities as amended from time to time. The current version is as set out at www.ncl.ac.uk/iss/getstarted/rules/

Confidentiality
19. Honorary academic staff are required to comply with the provisions of the Data Protection Act 1998 concerning personal data and must comply with the current registration procedure, as amended from time to time, adopted by the University. The current version is as set out at www.ncl.ac.uk/data.protection

20. Honorary academic staff must not at any time during, or after the end of, their contract with the University, whether knowingly or through failure to exercise due care and diligence, disclose to any unauthorised person any personal or confidential information regarding patients or students or other members of staff or human experimental subjects to which they may have access in the course of their work, unless in accordance with the requirements of the GMC/GDC and/or the Data Protection Act, or use any such confidential information in a vexatious manner to cause loss to the University.

21. A honorary academic member of staff who wishes to raise concerns or information which s/he believes in good faith provide evidence of malpractice or impropriety should do so in accordance with the procedure (entitled “Policy and procedure on Public Interest Disclosure”) as amended from time to time. The current version is as set out at http://www.ncl.ac.uk/hr/policy/conduct/documents/20030701_policy-conduct-public-interest-disclosure-whistleblowing_rjc.pdf

Intellectual Property Rights and Consultancy
22. In respect of your duties under this Honorary contract you must follow the current procedure relating to consultancy and Intellectual Property rights as amended from time to time, the current provisions are set out at: http://www.ncl.ac.uk/res/resources/ Honorary academic staff shall not, in connection with any invention, patent or manufacturing process have authority to make representations on behalf of the University or to enter into any contract or be concerned in any transactions whatsoever relating thereto without the express consent of the University. Subject only to any existing third party copyright, in material incorporated into Teaching Materials, the copyright and design rights in all Teaching Materials belongs to the University. The University respects the moral rights of its employees including the right to be identified as author of the Teaching Materials, and will ensure that the author's contribution to the work is credited where appropriate. The University recommends that, as a matter of good practice, all Teaching Materials should carry a standard copyright and authorship statement as follows © University of Newcastle upon Tyne 2001, J A Smith, Author
University Property
23. Honorary academic staff must treat University property with reasonable care and respect, particularly those items for which they are given responsibility to enable them to carry out their duties. On leaving the University's employment and unless otherwise agreed in writing by the Head of Academic Unit, members of staff are required to account for and return any University property in their possession, including furniture and equipment, and items in which the University holds the copyright such as computer software, data and written materials.

Discipline and Grievances
24. Wherever possible any issues relating to conduct and competence will be identified and resolved without recourse to formal procedures. However, should the University consider that your conduct, in the course of performing your duties under a honorary academic contract, may be in breach of the standards expected of you, or that your professional competence has been called into question, we will resolve the matter through the University disciplinary or capability procedures as amended from time to time under the University statutes. The current version is as set out at http://www.ncl.ac.uk/hr/policy/disciplinary/. These include procedure relating to your right of appeal against any disciplinary decisions. Should it be necessary to proceed to a disciplinary hearing or any other hearing to consider the termination of your employment under this honorary contract, for whatever reason, we will inform a nominated representative of your substantive employer in advance of a hearing and will keep them informed throughout the process. In line with your NHS honorary contract if you are arrested on any charge or served with a summons on a criminal charge you must advise the Head of your Academic Unit (HoAU) at the earliest opportunity. You should be aware that termination of your employment under this honorary academic contract may have implications for your substantive contract of employment.

25. Where an honorary academic member of staff has raised a grievance in relation to their employment with the University, whether formal or informal, they should follow the University grievance procedure and this includes the right of appeal against any grievance outcomes. The current version of the grievance procedure as amended from time to time is set out at: http://www.ncl.ac.uk/hr/policy/grievance/

Other Conditions of Service
26. As an honorary academic member of staff you will be allowed access to the University libraries and other facilities in accordance with the rights of access allowed to academic and research staff at the University, in line with your duties under this honorary contract.

Termination of Employment
27. In the event of your substantive contract of employment being terminated or suspended, there will be an immediate review of your employment under this honorary contract. This honorary academic contract will be on a fixed term basis and will expire at the end of the fixed period, without the need for notice, unless previously terminated by either party giving the other not less than 3 months notice in writing. The current procedure for terminating a fixed term contract as amended from time to time is set out at: http://www.ncl.ac.uk/hr/policy/redundancy/. Prior to the termination of the fixed term contract the University will discuss with your NHS Trust options for the academic Programmed Activity to be replaced with alternative activities.

Resignation
28. Honorary academic staff may resign their appointment on giving three months notice in writing to the Head of Academic Unit and must also inform the Trust if they resign from their University appointment.
Retirement

29. The University does not operate a fixed retirement age, retirement plans should be discussed in the context of the regular Follett Appraisal but employment will normally terminate after the appropriate notice has been given by the honorary employee.

Terms of Employment

30. This honorary academic contract sets out the entire terms and conditions of your employment with the University, such that all previous agreements, practices and understandings between us, (if any) are superseded and of no effect.

Approved March 2010
Last updated 16 July 2012 (M Phillipson)