

Dated 25 January 2012

(1) **LANCASHIRE CARE NHS FOUNDATION TRUST**

- and -

(2) **LANCASTER UNIVERSITY**

**Agreement for the secondment of staff to teach the
Doctorate in Clinical Psychology**

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THIS AGREEMENT is made the 10th day of October 2011

BETWEEN:

- (1) **LANCASHIRE CARE NHS FOUNDATION TRUST** of Sceptre Point, Sceptre Way, Walton Summit, Preston, PR5 6AW ("**the Trust**")
- (2) **LANCASTER UNIVERSITY** of Bailrigg, Lancaster, LA1 4YW ("**the University**")

BACKGROUND:

- (A) The University offers a full-time three year course leading to the award of a Doctorate in Clinical Psychology ("the Doctorate"). Students successfully completing the Doctorate are eligible for chartered status within the British Psychological Society, deemed to have met the Health Professions Council's Standard of Proficiency, eligible to register with the Health Professions Council as a Practitioner Clinical Psychologist and generally to work within the NHS.
- (B) Students reading for the Doctorate are taught, conduct research and undertake placements in the NHS.
- (C) It is the responsibility of the University to manage all aspects of the Doctorate including recruitment and management of teaching staff and students, appraisal and budget management, provision of appropriate accommodation, teaching and research guidance and ensuring that the Doctorate meets and maintains the appropriate standards for accreditation by the British Psychological Society and as a Health Professions Council approved programme.
- (D) The Trust has agreed to employ and second to the University certain of the staff who work within the University and who are engaged in teaching the Doctorate provided that the costs as detailed in this agreement are funded by the University.
- (E) The parties agree and acknowledge that seconded members of staff shall remain employed by the Trust for the duration of their secondment to the University.

NOW IT IS HEREBY AGREED as follows:

1. RECRUITMENT OF CP STAFF

- 1.1 The Trust shall have overall responsibility for the appointment of staff employed and seconded to the University to teach the Doctorate ("CP Staff").
- 1.2 The Trust shall ensure the Trust's recruitment processes and procedures, are, as far as is reasonably practicable, observed in the recruitment of CP Staff including in the drafting of appropriate job descriptions and specifications, adverts, short listing, interviews and determination of pay scales.
- 1.3 A representative of the University shall be involved in all of the recruitment process for CP Staff including short listing and interview. The University shall ensure that the relevant representative is available to attend each stage of the recruitment process, having been provided with reasonable notice of the time, date and location of the same by the University. The Trust may withhold consent to employ any member of the CP Staff, provided that non-discriminatory reasons for doing so are provided by the Trust in writing. For recruitment of CP Staff at the level of clinical director, the Trust's representative shall be its Professional Lead for Psychological Services. For posts at the level of senior clinical tutor and/or clinical tutor the Trust's representative shall be its clinical director. In both cases the Trust may appoint a nominee(s) for all or part of the recruitment process. The University and Trust shall agree the salary and benefits

package to be offered to successful candidates prior to the Trust making an offer of employment.

- 1.4 The Trust shall be responsible for informing candidates whether or not an application has been successful or unsuccessful. Any offer of employment shall be conditional upon completion to the satisfaction of the Trust of all of its pre-employment checks.
- 1.5 The Trust shall conduct the pre-employment checks that are necessary for employment by the Trust and in the NHS including for references, occupational health and Criminal Record Bureau (or any such replacement scheme). Results of such pre-employment checks shall be sent by the Trust to the University.
- 1.6 During employment any checks that are a condition of employment with the NHS by employees such as the CP Staff shall be carried out by the Trust as required and the University sent a copy of the results.

2. EMPLOYMENT AND SECONDMENT OF CP STAFF

- 2.1 The Trust shall employ the CP Staff on its usual terms and conditions of employment. The Trust shall promptly provide the University with a copy of the terms and conditions in respect of each member of CP Staff ("the CP Contract") following the job offer being accepted and in advance of the commencement of the member of CP Staff's employment. A copy of the Trust's standard terms and conditions of employment are annexed to this Agreement at Schedule 2.
- 2.2 For all of their working time under the CP Contract, the CP Staff shall be seconded by the Trust to the University to deliver the Doctorate to students studying at the University and the University shall determine the duties of the CP Staff in this regard ("the Secondment").
- 2.3 The University reserves the right to terminate the Secondment in respect of any member of CP Staff if such termination is reasonably justified under the relevant policy set out at Schedule 1.

The Trust shall as soon as reasonably practicable terminate the employment of any member of the CP Staff when his/her secondment is terminated for any reason by the University.

3. MANAGEMENT OF CP STAFF

- 3.1 The CP Staff shall at all times be supervised and managed by the University.
- 3.2 The Trust's policies and procedures, as detailed at Schedule 1, shall apply to the CP Staff and the Trust shall ensure that the CP Staff shall comply with the same. The Trust shall promptly provide to the University updated copies of its policies and procedures, as detailed at Schedule 1, following their introduction. The University shall not be expected to apply any updated policy or procedure in respect of the CP Staff until it has been provided with a copy of the policy or procedure and given a reasonable opportunity to implement it. The Trust shall promptly provide advice and support to the University in managing the CP Staff and in applying the said policies and procedures. Such support and advice may include attending at meeting(s) with a member of the CP Staff.
- 3.3 Should a disciplinary issue arise, including but not limited to matters relating to the performance, conduct or capability of the CP Staff including attendance and absence reporting, the University shall, as soon as reasonably practicable, inform in writing the Trust and investigate the matter in accordance with the relevant policy as detailed at Schedule 1. The University and the Trust will jointly investigate matters via the respective HR Partners and Operational Management. The Trust shall not unreasonably delay or withhold approval for any such disciplinary action.

- 3.4 The University and the Trust shall each promptly designate and inform the other of the name, title and contact details of a person to act as an initial point of contact regarding any matter concerning the employment of the CP Staff.
- 3.5 Whilst on secondment each member of the CP Staff will at all times remain an employee of the Trust.

4. PERFORMANCE DEVELOPMENT REVIEW, KNOWLEDGE AND SKILLS FRAMEWORK AND TRUST MANDATORY TRAINING

- 4.1 Employees in the NHS are regularly reviewed and are helped to learn and develop their skills. This is done via the Knowledge and Skills Framework ("KSF") and an annual appraisal. The University will liaise with the Trust on the KSF and procedures on supporting the personal and professional development of the CP Staff.
- 4.2 The University will, as far as is reasonably practicable, conduct an annual Performance Development Review ("PDR") with each of the CP Staff. At the request of the University, a representative of the Trust will participate in or conduct a PDR. Reasonable notice of the date of the PDR must be given.
- 4.3 Each year in December the University will give the Trust a note of the date each member of the CP Staff was reviewed and a copy of the relevant PDR.
- 4.4 Additionally, the CP Staff are required to undertake such training as the Trust's policies from time to time deem to be mandatory for its employees and the University shall, subject to alternate arrangements being put in place to cover the CP Staff member's duties, release the CP Staff for this purpose. The University shall not unreasonably withhold the release of the CP Staff in accordance with this clause. The Trust shall be responsible for the cost of providing such training to CP Staff.

5. MEETINGS

- 5.1 Every six months the Director of Finance of the Trust (or his/her nominee) and the Dean of the University shall meet at a mutually convenient time, date and location as agreed between the parties. The purpose of the meeting shall be to review the secondment arrangements.

6. PAYMENT

- 6.1 The University shall reimburse the Trust in respect of salary, associated employers costs (including National Insurance and pension contributions) and relevant expenses in respect of the CP Staff.
- 6.2 The University shall reimburse the Trust in respect of an agreed schedule of service charges (see Schedule 3)
- 6.3 The Trust will submit invoices to the University quarterly in arrears. Each invoice shall clearly identify the CP Staff and costs to which it relates. Payment of all invoices shall fall due thirty (30) days after the date of such invoices unless a longer term is agreed in writing. For the avoidance of doubt, the University will not pay for days absent from work in respect of the CP Staff other than for:
- 6.3.1 annual leave;
- 6.3.2 authorised special leave; and
- 6.3.3 periods of sickness in accordance with the relevant policy, as set out at Schedule 1, where proper reporting procedures have been followed.
- 6.4 In the event of a potential redundancy situation arising with the current CP Staff, the University and the Trust will work together to seek opportunities for redeployment and

to minimise any potential liability. In the event that a redundancy situation cannot be avoided and redundancy costs do arise, the University agrees to make a contribution payment to the Trust which will equate to the equivalent of statutory redundancy payment for the period in which the individual has been seconded to the University. This applies only to CP Staff at the date of this agreement and only if the University has driven the reduction of activity.

- 6.5 All sums payable by the University to the Trust under this agreement are payable in pounds sterling and are exclusive of any value added or sales tax, which shall be paid by the University.

7. TERMINATION

- 7.1 Either party may terminate this agreement by giving to the other six months' written notice.
- 7.2 The Trust may terminate this agreement (in whole or in part) with immediate effect without notice:
- 7.2.1 with regard to the secondment of a particular member of CP Staff, on the summary termination of employment of such employee; and/or
 - 7.2.2 if the University commits a material breach of any of its obligations hereunder which is not capable of remedy or, if capable of remedy, is not remedied within thirty (30) days of written notice from the Trust of its intention to terminate; and/or
 - 7.2.3 if the University persistently breaches its obligations under this agreement which taken together amount to a material breach which is incapable of remedy or which, in the case of a series of breaches capable of remedy, are not entirely remedied within thirty (30) days of receipt of written notice from the Trust specifying the breaches and requiring them to be remedied.
- 7.3 The University may terminate this agreement (in whole or in part) with immediate effect without notice:
- 7.3.1 if the Trust commits a material breach of any of its obligations hereunder which is not capable of remedy or, if capable of remedy, is not remedied within thirty (30) days of written notice from the University of its intention to terminate; and/or
 - 7.3.2 if the Trust persistently breaches its obligations under this agreement which taken together amount to a material breach which is incapable of remedy or which, in the case of a series of breaches capable of remedy, are not entirely remedied within thirty (30) days of receipt of written notice from the University specifying the breaches and requiring them to be remedied.

8. LIABILITY

- 8.1 The University shall take out and maintain in full force for the duration of this agreement adequate insurance cover or its equivalent in respect of any loss, injury and/or damage caused by or to the CP Staff in the course of their secondment.
- 8.2 During this agreement the University shall fulfil all duties relating to the CP Staff's health, safety and welfare as if it were their employer and the University shall comply with the Trust's reasonable requests in connection with the Trust duties in relation to the CP Staff including the supply of any documentary evidence.

- 8.3 The Trust shall indemnify the University in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the University including without limitation any redundancy costs, all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 8.3.1 the termination by the Trust of the employment of any member of CP Staff;
 - 8.3.2 anything done or omitted to be done in respect of the CP Staff which is deemed to have been done by the University by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Regulations"); or
 - 8.3.3 any claim made at any time by any member of CP Staff that he/she has become an employee of or has rights against the University by virtue of the Regulations,
 - 8.3.4 except that this clause shall not apply to any member of CP Staff should he/she at any time after the date of this agreement enter into a written contract of employment with the University.
- 8.4 The parties agree that this agreement (including the termination hereof) shall not operate to transfer the employment of any member of CP Staff from the Trust to the University, and that the Regulations (as amended from time to time) shall not apply to this agreement. In the event that the Regulations shall be found to apply to the implementation of this agreement, or to any variation, expiration or termination hereof, so as to transfer the employment of any member of CP Staff to the University, then:
- 8.5 the Trust shall forthwith, promptly after it becomes aware that such transfer has occurred or will occur, make an offer of employment to the member of CP Staff to re-employ him/her on the same terms and conditions as such contract of employment;
- 8.6 the University may forthwith terminate the employment of the member of CP Staff; and
- 8.7 if the member of CP Staff declines any such offer from the Trust, the Trust shall indemnify the University on an on-going basis against all costs, claims, liabilities and losses incurred by the University in connection with the transfer and employment and the termination (for whatever reason) of the employment of the member of CP Staff by the University.

9. NOTICES

- 9.1 Any notice to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the University Secretary, Lancaster University, Lancaster LA1 4YW or Director of Finance, Lancashire Care NHS Foundation Trust, Sceptre Point, Sceptre Way, Walton Summit, Preston, PR5 6AW.
- 9.2 Any such notice shall be deemed to have been received:
- 9.2.1 if delivered personally at the time of delivery; and
 - 9.2.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
- 9.3 It is sufficient in proving such service to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that

address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

10. CONFIDENTIALITY AND PUBLICITY

- 10.1 Each party shall, during the term of this agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 10.2 The terms of this agreement are confidential and may not be disclosed by either party without the prior written consent of other party.

11. OBLIGATIONS FOLLOWING TERMINATION

- 11.1 Upon the termination of the Secondment in respect of any member of CP Staff, howsoever arising, the Trust shall procure that the member of CP Staff shall:
- 11.1.1 deliver to the University all documents (including, but not limited to, correspondence, lists of students or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by him/her during the performance of his/her duties during under this Agreement and relating to the business or affairs of the University and any other property of the University which is in his/her possession, custody, care or control;
- 11.1.2 irretrievably delete any information relating to the business of the University stored on any magnetic or optical disc or memory and all matter derived from such sources which is in his/her possession, custody, care or control outside the premises of the University; and
- 11.1.3 confirm in writing and produce such evidence as is reasonable to prove compliance with his/her obligations under this clause.

12. EXPLOITATION OF INTELLECTUAL PROPERTY

For the purposes of this clause 12 the following definitions shall have the following meanings:

‘Arising Intellectual Property’ means any Intellectual Property which is generated or first reduced to practice by CP Staff during or arising from the period of their secondment at the University.

‘Unfettered Background Intellectual Property’ means any Intellectual Property excluding Arising Intellectual Property owned or controlled by either the Trust or by the University which the owning Party is free to use and contributes or uses in the course of developing Arising Intellectual Property.

‘Intellectual Property’ means intellectual property of any description including but not limited to all inventions, designs, information,

specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

- 12.1 Arising Intellectual Property remains the property of the Trust.
- 12.2 Arising Intellectual Property shall be declared in writing (including by email) to the Secretary of the University by the CP Staff concerned. The University shall at its sole discretion determine whether or not it wishes to exploit the Arising Intellectual Property and shall communicate its decision in writing both to the Trust using the address given under Clause 9.1 and to the CP Staff within 30 days of the date of the declaration.
- 12.3 If the University decides to exploit Arising Intellectual Property and if income arises from the exploitation the University shall first deduct any third party costs (including the costs of patent registration and professional advice) as well as its travel and subsistence costs if any directly incurred in the marketing and developing of the Arising Intellectual Property (referred to herein as "Deductible Costs"). The remaining net income shall be shared in equal proportion between the Trust and the University.
- 12.4 Upon request the University shall provide the Trust with receipts evidencing Deductible Costs incurred.
- 12.5 If the University decides not to exploit the Arising Intellectual Property then upon receipt of its written decision the Trust shall determine within 30 days whether or not it wishes to exploit the Arising Intellectual Property at its own risk and cost. The Trust shall inform the Secretary of the University in writing of its decision.
- 12.6 If the Trust decides not to exploit the Arising Intellectual Property then the University shall be free at its discretion to advertise it as being free for use on its web site <http://www.lancs.ac.uk/researchenterprise/property.htm>.
- 12.7 The contribution of CP Staff and the Trust shall be specifically referenced in the materials placed on the web site.
- 12.8 If in the reasonable opinion of the exploiting Party acting under either Clause 12.3 or 12.4 it is necessary to include use of Unfettered Background Intellectual Property then the parties shall agree at the time, acting reasonably on the terms and conditions of a licence for use of the Unfettered Background Intellectual Property. The owning party shall not unreasonably decline to grant a licence and both parties shall agree the licence on fair and reasonable terms including if appropriate payment for its use.

13. NO WAIVER

- 13.1 The rights and remedies provided by this Agreement may be waived only in writing by each party in a manner that expressly states that such waiver is intended for, and such waiver shall only be operative with regard to, the specific circumstances referred to.
- 13.2 The rights and remedies provided by this Agreement are cumulative and unless a right or remedy is expressed to be an sole or exclusive right or remedy, the exercise of it by the relevant party is without prejudice to that party's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either party shall not constitute a waiver of that right or remedy, or of any other rights or remedies.

14. ENTIRE AGREEMENT

- 14.1 The parties agree that this agreement together with any documents referred to in it constitute the entire agreement and understanding between the Trust and the

University and supersedes any previous agreement between them relating to the secondment of CP Staff to the University.

14.2 Each party acknowledges that, in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as set out (or expressly referred to) in this Agreement (save for any implied by law and which has not, or liability for breach of which has not been excluded or purported to be excluded by this Agreement).

14.3 Nothing in this section shall limit either party's liability for fraud or fraudulent misrepresentation.

15. **VARIATION AND WAIVER**

15.1 No modification, variation or amendment to this agreement shall be effective unless it is in writing and has been signed by or on behalf of all parties.

16. **THIRD PARTY RIGHTS**

16.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than the Trust and the University shall have any rights under it and it shall not be enforceable by any person other than the Trust and the University.

17. **GOVERNING LAW AND JURISDICTION**

17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by
for and on behalf of **Lancashire Care NHS Foundation Trust** (Signature)
..... (Date)

SIGNED by
for and on behalf of **Lancaster University** (Signature)
..... (Date)

SCHEDULE 1

Trust's HR KEY POLICIES

SCHEDULE 2

17.3 PARTICULARS OF EMPLOYMENT

Written statement under the provisions of the Employment Rights Act 1996.

Name: «**FIRST_NAME**» «**SURNAME**»

Address: «**ADDRESS**», «**POSTCODE**»

This statement sets out the particulars of the terms and conditions on which Lancashire Care NHS Trust is to employ «**FIRST_NAME**» «**SURNAME**» as a «**POST**»

1. Employment Service

- a. Your employment within the above post will commence on «**POST_START**». This contract replaces any earlier contract, which the parties may have made.
- b. Your employment with Lancashire Care NHS Trust for the purposes of the Employment Rights Act 1996 begins on «**LCT_START_DATE**».
- c. For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count. The amount of reckonable service is «**NHS_START**».

2. Tenure of Contract

The Contract of Employment is «**TYPE__LENGTH**».

3. Terms and Conditions of Employment

The terms and conditions applicable to your post are contained in the **NHS Terms & Conditions of Service Handbook** which can be accessed online by going to www.doh.gov.uk In addition to the NHS terms and Conditions of Service the Trust in partnership with Staff side groups have determined additional Terms and Conditions which can be accessed by the Human Resource pages of the Trust Intranet site

4. Remuneration

Pay Band: «**BAND**»

Salary scale from £«**SALARY_FROM**» to £«**SALARY_TO**» for whole time hours of 37.5 hours per week.

Present salary £«**START_SALARY_**» per annum paid monthly by bank credit.

Incremental date: «**INC_DATE**».

Part-time staff will be remunerated pro rata to the scale shown above

5. Pay

Payment will be made normally on the 26th of the month and will be made directly into a bank or building society nominated by you. Further details of these payments are available in the Human Resource Department. You will be notified of any changes to these arrangements.

6. Deductions from Pay

Lancashire Care NHS Foundation Trust reserves the right to make deductions from your wages or to require you to repay any money to Lancashire Care in relation to:

- Loans made to you by Lancashire Care
- Any money due to Lancashire Care
- Excess of paid holiday over entitlement
- Excess of salary or expenses or any other payment made to you by Lancashire Care

In addition if you leave the Trust prior to repaying any of the debt (as identified above) the Trust reserve the right to recover the final amount owed either from your final salary or any outstanding balance will become a civil debt, and action will be taken to recover the full amount via the civil court. . ,

Furthermore, if any new or further overpayment is identified after you have left the Trust to which you were not entitled to receive (as identified above) this will also become a civil debt and action will be taken to recover the full amount via the civil court

7. Incremental progression through your Pay Band

Incremental progression will occur on your incremental date (please see Para 3), except where you have reached a Gateway of which there are 2 in each pay band. A Gateway is a defined point on a pay band where a decision is made about pay progression as well as development. Progression will depend upon ability to demonstrate competence against your KSF outline. For further information please refer to the Gateway policy which is located in the yellow Corporate policy file, at which point you need to meet with your manager

Changes to your pay rates and conditions of employment are determined by the Trust and are the subject of negotiation between management and representatives of recognised staff organisations in the Trust's Joint Consultative Committee. Agreements made by this committee will automatically amend your contract.

8. Hours of Duty

Your current normal hours of work are «**HOURS**» per week, exclusive of meal times, and are, where appropriate, subject to the protection and assimilation arrangements set out in Section 46 of the **NHS Terms and Conditions handbook**. The arrangement of your working hours is made by your Line Manager or as per the established rota. The Trust operates various systems of shift work and reserves the right to amend or alter the systems, together with the hours of working, to meet the needs of the service.

9. Place of Work

Your normal place of work is «**LOCATION**» but you may be required to work at any other locations as may be reasonably determined by your employer within Lancashire Care's geographical boundaries. This may involve moving between shifts and/or other working areas, either on a temporary or permanent basis and as this is contractual, there is no entitlement to excess travel or relocation if your base is changed during the period of your contract.

10. Annual Leave

The annual leave year is from 1st April to 31st March. The full year entitlement is:

On Appointment	27 days plus 8 general public holidays.
After 5 Years Service	29 days plus 8 general public holidays
After 10 years Service	33 days plus 8 general public holidays.

Your entitlement to annual leave is «**ANNUAL_LEAVE**» per annum (pro rata for part time staff)

If you work shifts other than 7½ hours excluding meal breaks annual leave and general public holidays will be calculated on an hourly basis and will be, where appropriate, subject to the protection and assimilation arrangements set out in Section 46 of the **NHS Terms and Conditions handbook**.

Part time workers will be entitled to paid bank holidays no less than pro-rata to the number of bank holidays for a full time worker, rounded up to the nearest half day.

The current year entitled is calculated at the rate of 1/12th of full year entitlement for each completed month of service. Leave must be pre-arranged with your manager in accordance with departmental procedures and will be approved having regards to the requirements of the service.

11. Sick Pay Scheme

You must comply with the arrangements set out in the Trust Sickness Absence Policy for the notification of absence, which is located in the Yellow Trust Corporate policy file. Failure to do so could result in the loss of occupational sick pay and/or disciplinary action being invoked.

Entitlements to Occupational Sick pay are related to length of continuous service. Full details of leave allowances and payment for absence from work arising from illness (including injury or disability) and the conditions governing these are set out in Section 14 of the **NHS Terms & Conditions of Service Handbook**.

Employees absent from work owing to illness will be entitled, subject to the conditions of this agreement, to receive sick pay in accordance with the scale below (see Section 12 of the **NHS Terms & Conditions of service handbook** for provisions governing reckonable service):

- during the first year of service - one month's full pay and two month's half pay.
- during the second year of service - two month's full pay and two month's half pay.
- during the third year of service – four month's full pay and four month's half pay.
- during the fourth and fifth years of service – five month's full pay and five month's half pay.

- after completing five years of service –six month’s full pay and six month’s half pay.

17.3.1 12. Maternity Leave and Pay

Entitlements to Maternity Leave and Pay are related to length of continuous service. Full details of leave allowances and payment for maternity and the conditions governing these are set out in Section 15 of the **NHS Terms & Conditions of Service Handbook**.

Please also refer to the Procedure for Risk Assessment of New and Expectant Mother for advice on health and Safety matters. This policy is located in the Yellow Policy file.

17.3.2 13. Special Leave Policy

Entitlements to Special Leave (Carer, adoption, paternity, compassionate, parental and leave for Civic and Public duties) are detailed in the Yellow Corporate policy file.

14. Pension Arrangements

Membership of the National Health Service Pension Scheme is optional to all employees aged 16 or over. The Scheme is contracted out of the earnings related part of the State Pension Scheme. Details are available from the Human Resource Department or Payroll Office. Please note that all employees are automatically made members of the scheme unless you complete the official opt out form available from the payroll office.

15. Notice

TERMINATION OF EMPLOYMENT

- (a) The Trust requires a minimum period of «**NOTICE**» notice, unless there is agreement by both parties to the contract that a different period should apply.
- (b) The Employment Rights Act (1996) provides you with entitlement to the following minimum periods of notice, in the event of your employment being terminated (except in gross misconduct cases).

Period of Continuous Employment	Notice Entitlement
1 month or more but less than 2 years	Not less than 1 week
2 years or more but less than 12 years	Not less than 1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

16. Health

The appointment will be subject to a satisfactory health check. It is a condition of employment that you may be medically examined from time to time.

17. Professional Qualifications

If your employment is subject to the maintenance of registration, as appropriate to your profession, it is a condition that such registration is maintained and up to date. If any restrictions are placed upon your registration you must report them to your manager immediately. Failure to do so may result in Disciplinary action being taken against you, which could lead to your dismissal. Management reserves the right to inspect on demand any certificate relating to qualifications claimed and also evidence of current membership of a professional register. Please refer to the Policy on the

Professional Registration, re-registration and Fitness to practice policy located in the yellow policy file for further detail.

18. Disciplinary Rules and Procedure

Your appointment is subject to your adherence to all Trust Policies, procedures and protocols including the Standards of Behaviour policy. In addition, all staff and managers are subject to and must at all times uphold and comply with National policies, procedures, protocols, and codes of practice for example, Code of Conduct for NHS Managers and professional Codes of Conduct e.g. NMC Code of Conduct, that are in force and relevant to your practice, performance and/or conduct.

A breach of any Trust, National and/or professional, policy, procedure or protocol may lead to disciplinary action being taken. Copies of all Trust policies and procedures are available for all staff to see at various work locations. It is each individual staff member's responsibility to ensure familiarity with policies and procedures.

19. Grievance Procedure

Any grievance you have relating to your employment should be raised with your Line Manager. If the matter is not resolved at this level it may be pursued in accordance with the procedure issued by Lancashire Care, a copy of which is available on the intranet and is easily accessible in the yellow corporate policies file at your workplace.

20. Corporate Governance and Confidentiality

Unauthorised Disclosure

Unauthorised disclosure of privileged information to unauthorised persons (other than in relation to public interest disclosure), which would embarrass, harm or prejudice the employer, may constitute gross misconduct. This applies to all of the business of the Trust including matters relating to patient diagnosis and treatment and may be in addition to any statutory penalty imposed on the Trust under the Data Protection Act.

Conflict of Interest

You will not place yourself in a position in which your interest conflicts with that of Lancashire Care. If you or a member of your family is registered as a business or partnership then this must be registered in the Trust's Declaration of Interest

Register. This is held by the Secretary to the Trust Board. Failure to register such an interest is a serious disciplinary matter and may constitute gross misconduct.

18. RESEARCH GOVERNANCE

Lancashire Care NHS Trust manages all research in accordance with the requirements of the Research Governance Framework. As an employee of Lancashire Care NHS Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.

21. Trade Union or Professional Organisation

You have the right to belong to a recognised trade union or professional organisation and to take part in its activities.

22. Personal property

Lancashire Care cannot accept responsibility for any loss by theft or otherwise, or damage occurring to personal property of employees whilst on Trust premises or occurring whilst on Trust business. It is your responsibility to ensure the safety of your property and you are therefore recommended to take out an insurance policy to cover your personal property.

23. Health and Safety

Each employee has a personal responsibility to perform their tasks in such a manner that they create no unnecessary risk to themselves or others. You should, therefore, ensure that you are familiar with arrangements for safe working practices and fire safety procedures.

During the duration of your employment, you have a duty to inform the Lancashire Care Trust of any other employment undertaken by yourself for another employer and provide any details that are requested by the Trust regarding this additional employment. Any such details will not be unreasonably withheld.

You also have a duty to inform your manager and provide details if you work above the designated 48 hours per week threshold and/or believe that your working pattern does not comply with the regulations. This information is required to assist the Trust in meeting its legal obligations under the Working Time Regulations 1998 (S.I. 1998/1833).

24. Incidents Accidents and Near Misses on duty

If you are involved in any accident, untoward incident or near miss when on duty, however trivial, you must report it to your immediate supervisor. This is a legal requirement. Details of the occurrence must be submitted in writing by completing the NHS INCIDENT RECORD (IR1).

If you see equipment that is faulty you must not use it and report it to your manager immediately

Certain breaches of health and safety and/or legal regulations may constitute gross misconduct as defined by the disciplinary procedure.

25. Statutory and Mandatory Training

It is you and your manager's responsibility to ensure that all statutory and mandatory training is up to date as appropriate for your job role and function. Please refer to the Statutory/Mandatory Training Policy and procedure for further details located in the Yellow Corporate policy file

26. Property of the employer

You are required to exercise due care to safeguard the property of Lancashire Care by the prevention of loss or damage to all property used by yourself or otherwise in your possession.

27. Uniform and Protective Clothing

All articles of uniform or protective clothing remain the property of Lancashire Care and must be worn at all appropriate times.

28. Computers

You are required to follow the requirements of Lancashire Care with regard to the use of computers and computer information. These provisions include:

- Observance of the Data Protection Act / Freedom of Information Act
- Use of computers for authorised work purposes only.
- Observance of software copyright.
- The use of personal or unauthorised software is strictly prohibited.

29. Police checks/Disclosure Checks

Due to the nature of the post that you are employed in, your post may fall under the Exceptions Order of the Rehabilitation of Offenders Act.

If this is the case you will be required to consent to and apply for a standard/enhanced disclosure at regular intervals during your employment in this post. If you do require a CRB disclosure as part of your terms and conditions of employment you are required to renew your disclosure every 3 years. If you earn more than £21,000 you are required to pay for your own disclosure. However this will be paid initially by the Trust and the cost will be deducted from your salary over a 3 month period following your renewal.

If, during the course of your employment with Lancashire Care NHS Trust, you receive a conviction, caution, reprimand or final warning from the police you must disclose this to your line manager. In addition if any restrictions are placed upon your practice by any regulatory body you must also disclose this to your manager.

Where an act of misconduct has taken place (whether or not in the course of your employment) or where any relevant information is revealed, an investigation will take place, which may lead to action being taken under the Trust's disciplinary procedure, up to and including your dismissal from Lancashire Care NHS Trust.

In certain circumstances, where it is alleged that an act of misconduct has occurred place (whether or not in the course of your employment) Lancashire Care NHS Trust has a

Statutory duty to refer your name to the Secretary of State for consideration for inclusion on a list of persons unsuitable to work with children/vulnerable adults. In addition consideration will be given as to whether to refer you to your governing body/professional organization.

A breach of any of these provisions is serious enough to constitute gross misconduct under the Trust's Disciplinary Rules and Procedures.

30. Safeguarding and Protecting Children

All Lancashire Care NHS Foundation Trust staff employed within Clinical Environments and have contact with service users and their families must familiarise themselves with and adhere to Local Safeguarding Children's Board and LCFT Procedures for Safeguarding and Protecting Children.

31. Family Friendly Policies & Flexible Working Arrangements

The trust is committed to promoting a positive work/life balance. Please refer to the NHS Terms & Conditions of Service Handbook and the Corporate policy file for details of arrangements that you may wish to consider.

32. Redundancy

Lancashire Care Trust will on every occasion attempt to re-deploy employees into suitable alternative employment and act in accordance with the Trust policy and employment legislation.

33. DATA PROTECTION

You consent to Lancashire Care NHS Foundation Trust holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) including, as appropriate:

- Information about your physical or mental health or condition in order to monitor sick leave, take decisions as to your fitness for work, or otherwise to offer assistance or support in your work; or
- Your racial or ethnic origin or religious or similar beliefs, sexual orientation or age in order to monitor the Trust's compliance with relevant legislation and to help the trust promote equality and diversity; or
- Information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

The Trust may make such information available to any other NHS bodies, those who provide products or services to the Trust (such as advisors, occupational health providers and payroll administrators appointed by Lancashire Care NHS Foundation Trust from time to time), regulatory authorities, or governmental or quasi-governmental organisations.

Signed:

Date.....

Designation: **Employee Services Team**

For Lancashire Care NHS Foundation Trust

I have read, understand and accept the above terms of my contract with Lancashire Care and agree to abide by them. I have also received a copy for retention.

Signed:

Date:

SCHEDULE 3

Schedule 3					
Service provision by LCFT to Lancaster University with respect to Clinical Psychology					
Current charges for 2011/2012					
		Rate		No	£
	HR etc	£111	per employee	9	£999
	Contract	£67	per employee	9	£603
Variable	OHS	£22	per employee	25	£550
Variable	CRB	£36	per employee	26	£936
	HR support	£250	per day	6	£1,500
	Finance	£250	per day	6	£1,500
Recruitment	GB	£525	per day	1	£525
PDRs/KSF	GB	£525	per day	1	£525
Liaison Clin Dir	GB	£525	per day	2	£1,050
Liaison Dean	GB	£525	per day	2	£1,050
Support for tutors	IT	£250	per day	1	£250
Variable	Travel	£25	per trip	2	£50
	Contribution overhead	to		4%	£382
					£9,920