

**STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR CLINICAL ACADEMIC STAFF**

The Brighton and Sussex Medical School is a joint venture between the universities of Brighton and Sussex, with the involvement of local NHS Trusts. In accordance with the terms of this partnership the Brighton and Sussex Medical School is a Faculty of the University of Brighton and a School of the University of Sussex.

The universities have agreed that the University of Sussex, on behalf of both universities, will recruit and employ clinical academic staff. For management and contractual purposes, Clinical Academic staff are employed by the University of Sussex and subject to the policies and procedures of that University.

For the purpose of this document the term 'University' will refer to the University of Sussex.

These terms and conditions of employment are applicable to **Clinical Academic (Honorary Consultant)**, **Clinical Academic Public Health (Honorary Consultant)** and **Senior Academic General Practitioner staff** required to hold an honorary appointment with a partner of the Brighton and Sussex Medical School, and that partner being a local NHS Trust or National Health Service provider, in order to satisfactorily carry out the full remit of their Clinical Academic appointment.

Reference to the term **Clinical Academic staff** throughout this document and the supplementary appendices is inclusive of the categories of staff in bold type in the preceding paragraph.

Any reference to the term *NHS organisation* made within this document is inclusive of NHS Acute Trusts, NHS Primary Care Trusts, G.P. Practices and any other such NHS service provider that may be affiliated to the Brighton and Sussex Medical School from time to time. For clarification of the NHS organisations working in partnership with the Medical School, please contact the University's Human Resources Division.

**General**

1 The terms of your appointment are subject to the provisions of the Charter and Statutes of the University. They are also subject to such Ordinances and Regulations as may from time to time be made by the Senate and/or the Council of the University.

**Continuity of Employment**

2 Your continuous service date is stated in your letter of appointment, as are details of your Seniority (years) upon transfer or commencement of employment upon the terms of the new Consultant contract or for those appointed as a Senior Academic General Practitioner upon transfer of commencement of employment upon the terms of the new Senior Academic General Practitioner contract (August 2005).

**Basic Salary**

3 Your basic salary rate has been calculated to ensure parity with that received by consultants employed on a substantive basis within the National Health Service.

- For staff appointed at Clinical Academic (Honorary Consultant) or Clinical Academic Public Health (Honorary consultant) level your basic salary includes any additional 'seniority' credited to take into account relevant experience that is equivalent to consultant level (*note: normally, but not exclusively, senior lecturer, reader or professorial level experience*) and any relevant academic qualifications. The University has set your starting salary in consultation with your honorary employer(s).

- For staff appointed at Senior Academic General Practitioner level, your basic salary includes any additional 'seniority' credited to take into account relevant experience gained outside Higher Education (*note: normally, but not exclusively, senior lecturer, reader or professorial level experience*) and any relevant academic qualifications. The University has set your starting salary in consultation with your honorary employer(s).

4 The salary on which you are first appointed, and the threshold period applicable to the advancement of your salary are stated in your letter of appointment. Details regarding the value of each pay threshold and the number of year's service normally required before you become eligible for pay thresholds are set out in the clinical academic pay scales on the Human Resources website at <http://www.sussex.ac.uk/humanresources/personnel/salariescalesratesofpay>.

5 Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to, or commencement of employment upon, the contract. This is for administrative purposes only, and will be without detriment to the level of seniority on which you transfer or commence employment upon, or upon leaving this employment, your final salary payment.

6 The duties under your honorary NHS contract will count towards pay progression. The 'Criteria for Pay Thresholds' is set out in Annex D of the appendices to this document.

7 Your basic salary, together with any payment for Additional Programmed Activities (*if applicable to your appointment these will be stated within your Integrated Job Plan*), includes payment for all Contractual and Consequential Services.

8 Any Discretionary Points, Distinction Award or Clinical Excellence Award (local or national) due will be notified to the University by the appropriate NHS organisation. You will be notified in writing of the payment of any such sums.

### **Criteria for Pay Thresholds**

9 For staff appointed at Clinical Academic (Honorary Consultant) and Clinical Academic Public Health (Honorary Consultant) level, the criteria applicable to pay thresholds are consistent with those applied to Consultants holding substantive contracts with an NHS organisation and no additional criteria will affect pay progression. For staff appointed at Senior Academic General Practitioner level, the criteria applicable to pay thresholds are consistent with those applied to Clinical Academic staff required to hold honorary NHS appointments at Consultant level. No additional criteria will affect pay progression. Details of criteria are set out in Annex D of the appendices to this document.

10 Following your annual Integrated Job Plan review your University manager and your NHS clinical manager (for the purposes of your honorary contract) will submit a report jointly recommending a decision about your pay progression to the Dean of the Brighton and Sussex Medical School. This will be copied to you and to the Chief Executive of the NHS organisation where you hold your honorary contract.

11 The University will make the final decision on pay progression, having consulted with your NHS employer(s). Where one or more of the criteria for pay progression is not achieved in any year, the University will have the discretion to decide, where appropriate (for instance because of ill-health), that you should nonetheless be regarded as having met the criteria for that year.

12 You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the University's responsibility to show why this decision was taken drawing, as necessary, on the views of your honorary employer(s). Annex E of the appendices to this document contains the 'Job Planning Mediation and Appeals Framework'.

## **Process for Award of Pay Thresholds**

13 When you become eligible for a pay threshold by virtue of fulfilling the required number of years service, as detailed in your offer of appointment, you will receive that pay threshold provided that the University and your honorary employer(s) decide that you have met the necessary criteria for progression, in each year since the award of the previous threshold or, in the case of your first pay threshold, since the commencement of this contract. Details of Pay Threshold Criteria are set out in Annex D of the appendices to this document.

14 Where it is decided in any one year that you have not met the criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which you would otherwise have received the threshold. Provided the University and your honorary employer(s) decide you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 5 of this Statement of Main Terms and Conditions of Employment for Clinical Academic staff.

15 You will be notified in writing of changes to your basic salary resulting from a change in the grading of your post.

16 Any other payments will be at the University's discretion and will be notified to you in writing.

17 Overtime payments are not made, except to part-time staff where the extra hours have been worked with the prior agreement of the Dean or Head of Division or Department as appropriate in which case these will be remunerated at the basic hourly rate.

18 In the case of staff paid from grants or other external funds, the payment of salary awards is conditional upon the grant-giving body providing funds to pay the increase.

19 Your salary will be paid to you in arrears on the last working day of each month (except in December when special publicised arrangements are made) by bank credit. An itemised pay statement of earnings and deductions will be sent to you at your place of work.

20 Any overpayment made to you in error may be recovered by the University, normally by deductions from subsequent salary payments. Such action would not be taken without prior discussion with you regarding the sum(s) to be deducted.

21 If you leave the University's employment prior to the implementation by the University of a retrospective salary award covering in whole or in part the period of your employment, you will receive the benefit of the award provided you have informed the Human Resources Division, in writing, that you wish to receive it and of the address to which notification can be sent and any change to your bank account details.

22 A review of salaries and grading is undertaken annually by the University. Details of the criteria used and procedure followed can be seen on the University's website at <http://www.sussex.ac.uk/humanresources/documents/reward-guide.pdf>.

## **Pay Uplift**

23 Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee (CASSC) which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates/at such other intervals as may be varied from time to time in line with the Government's implementation of the DDRB recommendations and its translation by CASSC.

## Pay Supplements

24 Payment For Additional Programmed Activities: Any Additional Programmed Activities that you agree to carry out as a part of the Integrated Job Planning process, either for the University or for your honorary employer(s), will be paid at the rate appropriate to your level of seniority (years) and/ or salary threshold point. Where a Clinical Academic holds Discretionary Points or a Local Clinical Excellence Award, there will be a pro-rata increase in the payment for an additional Programmed Activity. Where a Clinical Academic holds a Distinction Award or a Higher Clinical Excellence Award, the pro-rata increase in the payment for an additional Programmed Activity will be based on the maximum level of Discretionary Points or Local Clinical Excellence Award as the case may be.

25 Distinction Awards, Discretionary Points and Clinical Excellence Awards: You are entitled to be paid a Distinction Award or a Clinical Excellence Award where the Advisory Committee on Clinical Excellence Awards has recommended that you receive an award. Alternatively, you are entitled to be paid Discretionary Points or a Clinical Excellence Award where your honorary employer(s) have made a local award. Distinction Awards, Discretionary Points and Clinical Excellence Awards will be paid by the University on behalf of the NHS at the rates set out in the latest Pay Circular issued by the NHS Employers concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.

For clarity, Distinction Awards and Discretionary Points are both historically and normally held by Clinical Academic (Honorary Consultant) or Clinical Academic Public Health (Honorary Consultant) level staff. All categories of Clinical Academic staff may hold Clinical Excellence Awards.

26 On-Call Availability Supplement: Staff appointed at either Clinical Academic (Honorary Consultant) or Clinical Academic Public Health (Honorary Consultant) level, and required to participate in an on-call rota as part of their duties for their honorary employer(s), will receive a supplement (in addition to basic salary) payable by the University on behalf of the honorary employer(s). The supplement will be paid in accordance with, and at the appropriate rates according to, the terms and conditions of your honorary contract. Any On-Call commitment required of your honorary contract will be detailed within your Integrated Job Plan, to be reviewed on an annual basis.

27 Out of Hours Supplement: Staff appointed at Senior Academic General Practitioner level can be required to undertake out of hours duties under their honorary NHS contract. Participation in out of hour's arrangement will attract a pay supplement equivalent to the local rate of pay for GPs working out of hours.

In some cases a Senior Academic General Practitioner's duties for their substantive employer may comprise and out of hour's commitment, for example as part of a patient-based research project. In such instances this commitment will be recognised in the agreed Integrated Job Plan as a Programmed Activity (part, whole or multiple), paid at the appropriate rate and as such no further salary supplement for out of hours work will be due.

28 Premium Time: Defined as any time that falls outside the period 07:00 to 19:00 Monday to Friday, including any time on a Saturday or Sunday. During premium time, a Programmed Activity would normally constitute 3 hours. Should it be longer, then implications for the length of other Programmed Activities undertaken or for additional payment are detailed in Annex F of the appendices to this document.

## Duties and Hours of Work

29 The nature of your post is such that you are expected to work such hours as are reasonably necessary in order to fulfil your duties and responsibilities. Your duties under this contract will be jointly agreed with your honorary employer(s), through the Integrated Job Planning process, taking account of the whole of your work. It is recognised that you may hold more than one honorary appointment, with more than one NHS employer. In such instances the University will work with your lead honorary employer (who will act on behalf of all NHS organisations with whom you hold an honorary status) to agree an Integrated Job Plan inclusive of duties you undertake for all NHS organisations. The Integrated Job Plan will be expressed in terms of Programmed Activities.

30 The make up of your duties will be determined in consultation with you by the Dean of the Brighton and Sussex Medical School, your Head of Division or Department and the appropriate senior management representative from NHS organisation at which you hold your honorary appointment, and will be reviewed annually through the University's Clinical Academic staff appraisal system. You are expected to work flexibly and efficiently and to maintain the highest professional standards in discharging your duties and responsibilities and in promoting and implementing the corporate policies of both the University of Brighton and the University of Sussex and of the Brighton and Sussex Medical School.

31 Research involving human subjects, whether patients or healthy volunteers, or human tissue, must only be undertaken in accordance with the rules and procedures of the appropriate University and/or NHS Research Ethics Committee(s).

For Clinical Academic staff whose academic duties are primarily teaching focused, paragraphs 32 - 33 will apply

32 The academic duties of your post include the advancement and diffusion of knowledge through teaching, advanced study and original research or other professional activities, and such academic and administrative tasks as relate to these purposes.

You are therefore required:

- to give such lectures and tutorial instruction (including participation in the University's personal tutor scheme) and to conduct such seminars, discussions, supervision of graduate students and practical classes as may be determined from time to time; and
- to fulfil the customary duties incidental to these tasks, including examining and curriculum development, as determined by the appropriate academic bodies and to undertake research or in other ways to contribute to the professional development of your subject; and
- throughout the academic year to assist in the general work and activities of the Brighton and Sussex Medical School.
- In addition, you are required to undertake duties (clinical or otherwise) under any honorary contract issued by an NHS organisation as detailed in your letter of appointment.

33 Within the limitations of its available resources, the University will:

- ensure the provision of adequate facilities and materials for all teaching activities (including lectures, classes, tutorials, seminars, discussion, supervision of graduate students and practical classes), research and administrative duties; and
- seek to provide for the use of full-time and any part-time staff requiring full-time facilities a room in which to work, teach and keep books, papers, etc.

For Clinical Academic staff whose academic duties are primarily research focused, paragraphs 34 - 37 will apply

34 The academic duties of your post include the advancement and diffusion of knowledge through original research, teaching, advanced study and or other professional activities, such academic and administrative tasks as related to these purposes, and such duties as may be required from time to time by the Head of Division or Department subject to the overall authority of the Dean of the Brighton and Sussex Medical School. You are additionally required to assist, throughout the academic year, in the general work and activities of the Brighton and Sussex Medical School and its partner Universities.

35 As part of your contract you may be invited to teach for up to 60 hours a year except where otherwise agreed. The nature of these teaching activities and their timing would be determined by the Dean of the Brighton and Sussex Medical School after consultation with the investigator.

36 In addition, you are required to undertake duties under any honorary contract issued by an NHS organisation as detailed in your letter of appointment.

37 Within the limitations of its available resources, and having regard to the funds provided by any grant under which a member of Clinical Academic staff is employed, the University will seek to provide adequate facilities, support staff and materials for the proper performance of the duties assigned to the member.

## **Job Planning**

38 The duties of your appointment will be set out in a single document entitled - Integrated Job Plan. The Integrated Job Plan will cover all of the clinical academic professional duties for both your substantive appointment and your honorary NHS contract(s). Your Integrated Job Plan must be reviewed at least annually, and any party may propose amendment at any time following a tri-partite consultation between yourself, your University Manager, and the Clinical Manager of the NHS organisation at which you hold your honorary contract(s). The start date of your appointment with this University will be the annual anniversary date for the review of your Integrated Job Plan.

39 You will not be required to carry out work that has not been agreed in the Integrated Job Plan except where dealing with unexpected emergency work (for example when either on-call/ undertaking out of hours duties) or supporting the work of the Brighton and Sussex Medical School or its partner Universities.

40 In the case of a disputed Integrated Job Plan, the University manager or the NHS manager, may refer the matter to the Dean of the Brighton and Sussex Medical School (or his/her nominee) who will consult with the relevant senior manager at the NHS organisation, at which the member of staff holds their honorary contract. If the Dean (or his/her nominee) or senior NHS Manager is one of the parties to the initial decision, the referral will be to an appropriate, designated other person. Where a member of Clinical Academic staff holds an honorary contract with more than one NHS organisation, a designated honorary employer will take the lead. The purpose of the referral will be to reach agreement if at all possible.

41 Should it not be possible for all parties to agree an Integrated Job Plan, a mediation procedure and an appeal procedure are available. Details of the 'Job Planning Mediation and Appeals Framework' are set out in Annex E of the appendices to this document.

## **Programmed Activities**

42 All duties for your appointment will be expressed as Programmed Activities in your Integrated Job Plan. A Programmed Activity is a period of activity, typically equivalent to 4 hours work, although in some cases activities will be included in the Integrated Job Plan as part Programmed Activities. A full time member of Clinical Academic staff will normally be contracted for a total of 10 Programmed Activities per week.

43 The proportion of NHS Programmed Activities allocated to Direct Clinical Care \* compared with Supporting Professional Activities will typically be 3 to 1. However, this ratio will be determined and regularly reviewed in accordance with the needs of both the University and NHS services. The proportion of academic programmed activities compared with clinical programmed activities will typically be 1:1.

*\* For staff appointed as Senior Academic General Practitioners, 'Direct Clinical Care' is inclusive of the following: general practice surgery sessions, clinics, home visits and other consultations where patients are treated as part of their ongoing clinical care.*

## **Additional Programmed Activities and Spare Professional Capacity**

44 At the request of either your substantive or honorary employer, and with the agreement of the Vice-Chancellor of the University, you may agree to undertake Additional Programmed Activities for either employer. A full time member of staff may agree to undertake up to a maximum of two Additional Programmed Activities per week. Should you be required to undertake Additional Programmed Activities you will be remunerated at the standard NHS rate applicable to the time of day.

45 Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions of 'Additional Programmed Activities and Spare Professional Capacity' will be applicable, and are set out in Annex C of the appendices to this document.

### **Honorary NHS Contract**

46 If you are required to undertake clinical sessions on behalf of an NHS organisation, this will be specified in your letter of appointment. Full details will be contained in the honorary contract and your Integrated Job Plan. The purpose of this arrangement is to allow you to continue working in either clinical practice at Consultant level or as a General Practitioner, and to provide access to patients for teaching and research purposes. You should not undertake clinical duties until the NHS honorary contract has been issued. Neither should you undertake clinical duties with any NHS organisation where you do not hold an honorary contract to cover such duties.

47 Honorary status will normally indemnify you against claims of medical negligence in respect of work undertaken within the remit of the Trust where you hold an honorary contract.

48 The continuation of your University contract is normally dependent upon the continuation of the honorary NHS contract. If the latter comes to an end, following due application of procedures within the NHS for dealing with misconduct, or for any other reason, your University contract will automatically be called into question.

49 The duties of your honorary appointment (clinical or otherwise) form part of the duties owed to the University under this contract of employment. Any misconduct, lack of capability or redundancy in relation to the clinical duties will be treated as relating to the position as a whole.

50 Subject to the rules of medical ethics, the University will be entitled to have access to, and to take account of, any investigations and decisions made by any NHS organisation in respect of which an honorary contract is held for the purposes of the position as a whole, without necessarily having to conduct further investigations.

51 Subject to the rules of medical ethics, you must disclose to the University on request all documents in your possession or under your control relating to the termination of any honorary contract.

### **External Work (excluding private clinical work)**

52 You are required to devote your time, attention and abilities to your duties and to act in the best interests of the Brighton and Sussex Medical School and the National Health Service. External activities supportive of your professional responsibilities are, however, encouraged.

53 You may undertake such external activities as are normally associated with academic posts in Universities provided that these activities in aggregate do not, in the opinion of the Dean of the Brighton and Sussex Medical School and the Medical Director of any NHS organisation where you hold an honorary contract, or their representatives, adversely affect the proper performance of your duties under this contract of employment including any NHS commitments. You are required to notify the Dean of the Brighton and Sussex Medical School and the Medical Director (or equivalent) of the NHS organisation at which you hold your honorary contract, or other designated senior managers of any such commitments. In addition, in the case of continuing engagements (paid or unpaid) or of substantial consulting work, the approval of the Vice-Chancellor of the University, is required.

54 External activities other than those mentioned in the preceding paragraphs (applicable to your appointment) must only be undertaken in accordance with the University's policy on external professional activities, a copy of which can be obtained from the University's Research & Enterprise Services Division.

55 In respect of any activities approved, a member of Clinical Academic staff must satisfy the Vice-Chancellor of the University (or some other officer authorised by him or her for the purpose) that s/he has given notice to the outside body or bodies concerned that the University will not accept responsibility for advice given or liability of any kind in connection with such work.

56 In respect of any professional or outside activity for which a member of Clinical Academic staff anticipates a need for a significant resulting demand on the Brighton and Sussex Medical School, University of Sussex or University of Brighton resources such as equipment, material or supporting staff, the arrangements (including, if appropriate, agreement for payment of the estimated costs of the resources to be used) for such use must be the subject of prior approval by the Vice-Chancellor of the University (or some other officer authorised by him or her for the purpose).

### **Private Clinical Work**

57 You may engage in private practice, as specified in your letter of employment, provided this does not in the opinion of the Dean of the Brighton and Sussex Medical School, the Medical Director (or equivalent) of any NHS organisation where you hold an honorary contract, or their representatives, adversely impact on the performance of your duties under this contract of employment including your commitments in accordance with any honorary appointment you may hold. It is your responsibility to ensure that you have adequate defence cover for any work that you may undertake which does not fall within the scope of the NHS indemnity scheme.

### **Place of Work**

58 You may be required to work at any site on which the Brighton and Sussex Medical School operates or at any other reasonable location where the Brighton and Sussex Medical School is undertaking its business. Identical provisions relate to any NHS organisation where you hold an honorary contract.

59 You may, as part of your duties, be required to travel within the United Kingdom or outside it. You will not, however, normally be required to work outside the United Kingdom for more than one month at any one time. Should you be required to work outside the United Kingdom for a period of more than one month, the arrangements, including those relating to your return to the United Kingdom, would be subject to prior discussion and mutual agreement. The University would continue to pay your usual salary in sterling in the normal way unless agreed otherwise.

60 The University reserves the right, after consultation with you, to transfer you to another post appropriate to your skills and your grading which may change the place of your employment.

### **General Medical Council Membership**

61 It is a condition of employment that Clinical Academic staff required to undertake an honorary NHS contract, maintain full registration with the General Medical Council or its statutory equivalent. Any unregistered doctors are committing an offence under Section 49 of the Medical Act 1983. Proof of registration may be required at any time during the period of your employment. You are required to inform the University in the event that you are no longer registered or licensed to practice by the General Medical Council, or that either is suspended.

### **Holidays**

62 If you are a full-time member of staff and you have up to 7 years' service you are entitled to 30 days paid annual leave inclusive of 6 University closure days. If you are a full-time member of staff and you have more than 7 years' service you are entitled to an extra 2 days' leave awarded in recognition of sustained commitment to the NHS. In addition, you will receive a paid holiday on or in respect of the statutory public holidays applicable in England.

If you are a part-time member of staff and you have up to 7 years' service you are entitled to 24 days pro-rata paid annual leave. If you are a part-time member of staff and you have more than 7 years' service you are entitled to an extra 2 days' pro rata leave awarded in recognition of sustained commitment to the NHS. In addition, you will receive a paid holiday on or in respect of University



closure days and the statutory public holidays applicable in England if these fall during your normal period of attendance.

63 The leave entitlement of a full-time member of Clinical Academic staff, whose appointment is for less than 12 months, is calculated on the basis of one twelfth of the annual holiday entitlement for each completed month of employment.

64 The holiday year runs from 1 October to 30 September and you will be expected to take your entitlement during this period following consultation and by arrangement with both your university manager and the appropriate manager of the NHS organisation at which you hold your honorary contract. A member's leave entitlement, both for the current leave year and any brought forward from the previous leave year, is absolute: a member will forfeit any such leave which s/he does not take, or does not carry forward with the approval of the Dean of the Brighton and Sussex Medical School, to the following year.

65 Where you have a commitment to undertake duties (clinical or otherwise) as part of your honorary contract, you will need to comply with the appropriate NHS organisation's policies and procedures regarding the timing of any leave. Leave taken whilst at any one NHS organisation should be proportionate to the time spent with that organisation.

66 In the year in which your employment commences or terminates, your holiday entitlement will accrue on a pro-rata basis for each completed month of service. On the termination of your employment, you may receive payment for any holiday accrued but not taken. Alternatively, you will be required to repay any holiday taken in excess of your accrued entitlement. Where possible, the amount will be deducted from your final salary payment. Where your final salary payment is less than the amount owed, you will be invoiced for the residual amount.

### **Period of Notice and Termination of Employment**

67 Your appointment may be terminated:

by the University in accordance with Regulations adopted under Statute VII from time to time, by service of three months' notice in writing, save in the case of gross misconduct.

or

by your giving three months notice in writing, expiring at the end of March or June or September or December (or such lesser notice as the parties shall agree). You should send a copy of your letter of resignation to both your University and NHS managers and to the University's Human Resources Division.

68 The continuation of your honorary NHS contract is normally dependent upon the continuation of your University contract. Similarly, the continuation of your University contract is normally dependent upon the continuation of your honorary NHS contract. If your University contract comes to an end for whatever reason, your honorary NHS contract will automatically be reviewed, with a view to continuing your employment with the NHS where appropriate. Similarly, if your honorary contract is terminated for whatever reason there may need to be a review of your substantive contract.

69 Paragraph 69 (relating to Statute XXI) has been deleted.

### **Probation**

70 If you are appointed at Lecturer or Research Fellow level and your appointment is permanent, your initial appointment will be for a probationary period of three years, unless this condition is waived or the period is reduced in the letter of appointment. Temporary employment with the University in an academic capacity contributes in full towards the probationary period. The University, together with any NHS organisation where you hold an honorary contract, will help you during the probationary period to fulfil the requirements for confirmation of your appointment.

71 If you are appointed at Senior Lecturer or Senior Research Fellow level and your appointment is permanent, your initial appointment will be for a probationary period of five years, unless this

condition is waived or the period is reduced in the letter of appointment. Temporary employment with the University in an academic capacity contributes in full towards the probationary period. The University, together with any NHS organisation where you hold an honorary contract, will help you during the probationary period to fulfil the requirements for confirmation of your appointment.

72 Early in the third or fifth year of the probationary period, or eight months before the termination date if you are appointed on probation for less than three or five years, consideration will be given to confirming your appointment or to extending the probationary period for one further year. If your appointment is not confirmed with effect from the expiry of the probationary period, or any extension of it, the appointment will terminate. You will be informed of the University's decision at least six months before the expiry of the probationary period or of any extension of it. Details of the procedures relating to confirmation and extension are set out at <http://www.sussex.ac.uk/humanresources/documents/d-careerprogress.pdf>.

### **Health Requirements and Sickness Absence**

73 Your appointment is subject to the University and any NHS organisation where you hold an honorary contract being satisfied that you are fit to work throughout your employment. As a result, the University and any NHS organisation where you hold an honorary contract can require you to be seen by an Occupational Health Medical Adviser at any stage during your employment.

74 If you are absent from work owing to illness, including injury or other disability, you are entitled to the benefits of the University's sickness benefit scheme. Details of the scheme applicable to your appointment are at <http://www.sussex.ac.uk/humanresources/personnel/termsandconditions/faculty>.

75 If you are absent from work as a result of an injury or accident in such circumstances that damages may be recoverable from a third party, the University will, instead of sick pay, advance a sum or sums of money equivalent to the sick pay which you would otherwise have received, on condition that you will refund to the University any sums recovered by you from a third party in so far as those sums represent compensation for loss of earnings from the University. You are obliged to make a claim or to take legal proceedings against a third party for such compensation if required to do so by the University on the basis of indemnity from the University as to your expenses. Any period of absence where a refund of monies advanced is made in full will not be recorded for the purposes of the sickness benefit scheme. Where a refund is made in part only, the University may, at its discretion, decide to what extent the period of absence may be so recorded.

76 If you are prevented from performing your duties because of contact with disease in circumstances, which, under any legislation, orders, directions or regulations in force at the time, prevent you from attending work, you should notify both your University and NHS managers as soon as possible. You will be entitled to receive full pay less any benefits receivable under any legislation or regulations. Periods of absence for this reason are not recorded for the purposes of the sickness benefit scheme.

### **Family Leave and Benefits**

77 Details of your entitlement to maternity leave, parental leave and other leave arrangements in support of family responsibilities are available on the University's website, at <http://www.sussex.ac.uk/humanresources/personnel/familyfriendlypolicies>.

### **Copyright, Patents and Inventions**

78 You will be subject to the University's procedure concerning the treatment of intellectual property, a copy of which can be obtained from the University's Research & Enterprise Services Division, and to any agreements made between the University, the University of Brighton and NHS organisations involved with the Brighton and Sussex Medical School and any other interested parties concerning the treatment of intellectual property.

79 It is your responsibility to be aware of opportunities to exploit intellectual property for the benefit of the Brighton and Sussex Medical School and its recognised partners.

### **Data Publication and Dispersal**

80 Information and data collected in the course of duty and reports and papers compiled and written, and all the rights thereto, remain the property of the University. Procedures and terms relating to decisions to publish, to the acknowledgement of credit in publications, and to the destiny of data collected during the member of staff's participation in a research programme, shall be as published by the University from time to time.

## **Confidentiality**

81 You must not, except as authorised, or required by your duties, or by an order of court:

- disclose to any third party any confidential information or enable any third party to acquire any confidential information;  
*or*
- use or attempt to use any confidential information for your own purposes;  
*or*
- obtain or attempt to obtain any financial advantage (direct or indirect) from the disclosure of confidential information.

This does not affect protected disclosure under the Public Interest Disclosure Act 1998.

82 Confidential information is defined as all and any data, specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, samples, information, formulae, techniques, processes, trade secrets, and know-how which are disclosed to you by any person (or comes to your knowledge) in confidential circumstances and includes patient information. In cases of doubt about what is confidential you should consult either your University and/or NHS managers.

83 You must comply with the confidentiality provisions of any University research contract for which you are the principal investigator or in which you are otherwise involved. If the contract contains stricter confidentiality provisions than those set out in these terms and conditions of employment, you must comply with the stricter provisions.

84 The restrictions in the above paragraphs apply both during your period of employment and after its termination (however this occurs) without time limit, but will cease to apply to any confidential information which has, in its entirety, become public knowledge other than through any unauthorised disclosure or other breach on your part.

85 All confidential records, documents, and other papers, including copies or extracts, made or acquired by you in the course of your employment are the property of the University and must be returned to it when your employment terminates.

86 Failure to adhere to any of the above requirements may result in disciplinary action, including dismissal, being taken.

## **Staff Appraisal and Development**

87 It is a requirement of your appointment that you participate in the University Annual Appraisal Scheme for Clinical Academic staff, and the appropriate Appraisal Scheme for any staff for whom you are responsible. The Appraisal Scheme for Clinical Academic staff will take account of any recommendations made following the annual Integrated Job Plan review for clinical academic staff. In accordance with the principles of the scheme your appraisal will be conducted by a panel inclusive of at least one senior management representative from the Brighton and Sussex Medical School and one senior management representative from the NHS organisation at which you hold your honorary appointment. Guidance, training and details of the scheme applicable to you, and/or any staff for whom you are responsible, are set out on the University's website at <https://www.sussex.ac.uk/organisational-development/planning/adr>.

If you have not had previous Higher Education teaching experience, equivalent to that expected for the level of post you are appointed to, you will be required to complete to the University's satisfaction a course approved by the University leading to Institute of Learning and Teaching

membership. It is expected that should you be required to undertake such training this will be successfully completed within two years of appointment. For staff appointed on a fixed term basis for a period of 1 year but less than 2 years, it is expected successful completion of such a course will be within 12 months of appointment.

88 You will be expected to attend such courses or conferences or to obtain such relevant experience as may be deemed appropriate in connection with your work at the Brighton and Sussex Medical School.

89 The University may exempt you from the payment of fees if you register for certain part-time courses of study either at the University of Brighton or the University of Sussex.

90 The University may grant you leave of absence with or without pay for such purposes and in accordance with such procedures as the University determines. Details are set out on the University's website at <http://www.sussex.ac.uk/humanresources/documents/e-leave.pdf>. Any unpaid leave would not affect your threshold progression rights as set out in paragraph 5 of this document. Additionally, the University will continue to pay the employer's contribution to your chosen pension scheme for the period of the leave, and you will pay the employee's share, unless the University in both cases or in either case decides otherwise.

91 All leave associated with training and development must be agreed in advance with both your University and NHS managers. You should note that leave may be dependent on satisfactory cover being arranged for any clinical duties you undertake.

### **Pension scheme and retirement**

92 You are required by law to contribute either to the State Second Pension (S2P) or to a private pension scheme or to one of the occupational pension schemes offered by the University. If you contribute to one of the occupational pension schemes, you will be contracted out of S2P.

93 If you have contributed to the NHS pension scheme within the 12 months prior to your taking up this post, you will be able to continue to do so.

94 You will be enrolled in the Universities Superannuation Scheme (USS) unless you remain in membership of the NHS pension scheme or give notification of membership of a personal pension scheme or S2P.

95 If you are eligible to remain in membership of the NHS pension scheme or to join USS but choose a personal pension scheme or S2P, the University will pay National Insurance contributions only.

96 Further details regarding your pension options are available from the University's Human Resources Division.

97 This paragraph has been deleted.

### **Disciplinary Procedure**

98 Details of the University's disciplinary procedure are set out in Regulations adopted under Statute VII from time to time. The University may give access to any investigations and decisions made in respect of this contract to any NHS organisation at which you hold an honorary contract and consult with NHS managers in determining any disciplinary penalty to be imposed.

Disciplinary Procedures applicable to your honorary contract(s) are available from the Human Resources Department of the NHS organisation(s) at which you hold your contract(s).

### **Capability Procedure**

99 Any unresolved disagreement about the performance of your academic duties will be dealt with in accordance with Regulations adopted under Statute VII from time to time. The University may give access to any investigations and decisions made in respect of this contract to any NHS organisations

at which you hold an honorary contract and consult with NHS managers in determining what action should be taken.

Performance Management Procedures applicable to your honorary contract(s) are available from the Human Resources Department of the NHS organisation(s) at which you hold your contract(s).

### **Grievance Procedure**

100 If you wish to raise an individual grievance relating to your academic duties, you should do so in accordance with Regulations adopted under Statute VII from time to time. The University may give access to any investigations and decisions made in respect of this contract to any NHS organisation at which you hold an honorary contract and consult with NHS managers in determining what action should be taken.

Grievance Procedures applicable to your honorary contract(s) are available from the Human Resources Department of the NHS organisation(s) at which you hold your contract(s).

### **Travel on Brighton and Sussex Medical School Business**

101 The University will, in accordance with scales approved from time to time, reimburse expenditure on travel and subsistence necessarily incurred in the course of your duties approved (specifically or generally) in advance by the budgetary officer concerned. If you use your own vehicle, you should ensure that your motor insurance policy covers business use.

### **Trade Union Membership**

102 You have the right to belong to an independent trade union and to take part in its activities at an appropriate time. *Appropriate time* means outside working hours or at a time within working hours that has been agreed by the University. *Working hours* means any time when, in accordance with your contract of employment, you are required to be at work.

### **Financial Regulations**

103 If you are involved in any financial transactions on behalf of the University or the Brighton and Sussex Medical School, you are subject to the University's Financial Regulations, a copy of which can be obtained from the University's Finance Division.

104 You are expected to act in the best interests of the University and the Brighton and Sussex Medical School and to adhere fully to the Regulations. Examples of financial transactions include receipt of monies, ordering or purchasing of goods and services and travel arrangements, but this is not an exhaustive list.

### **Smoking**

105 The University aims to create a smoke free environment. Smoking is not permitted anywhere within the Brighton and Sussex Medical School.

106 You are required to adhere to any smoking policy in operation at any place where you are required to work.

### **Equal Opportunities**

107 The University is committed to equality of opportunity and has a wide range of policies in support of this, details of which are available on the University's website. You are required to comply with these policies and those in operation at any place where you are required to work and to support equality of opportunity generally in carrying out your duties under this contract of employment.

## **Data Protection**

108 You are required to abide by the University's Code of Practice on Data Protection, a copy of which is available from the University's Governance Office, and to agree to the University's processing your personal data as highlighted in the code and in your letter of appointment.

109 From time to time and in order to check unauthorised use, your use of resources including e- mail transactions and telephone calls may be monitored without notice. To help ensure the security of staff, students and property, discreet CCTV is occasionally used.

## **Processing of personal information under the Data Protection Act**

110 The Brighton and Sussex Medical School is a joint venture between the Universities of Brighton and Sussex. Local NHS trusts and National Health Service providers are also involved. From time to time information submitted in application for appointment and with regards to your employment, for example (but not exclusively) matters relating to probation, appraisal, promotion, discipline and dismissal may need to be shared with the University of Brighton and/or any NHS organisation where you hold an honorary contract. It is a condition of your appointment that you allow the University to share such information, including sensitive personal data as defined in the Data Protection Act, with these bodies.

## **Criminal Convictions**

111 If, during the course of your employment, you commit a criminal offence, are bound over or cautioned, or are the subject of criminal proceedings which might lead to a conviction, an order binding you over or a caution, you are required to disclose the fact to the University's Director of Human Resources, in a timely manner.

## **Insurances**

112 The University maintains certain insurances which are as published by the University from time to time.

## **Further Information**

113 Attached are the following for your information:

- 'Associated Documents' published by the University from time to time
- notes for new members of staff.

If you are moving to the area of the University, you may be entitled to receive help with any expenses you incur. Details are set out on the Human Resources website at <http://www.sussex.ac.uk/humanresources/documents/removalexperiences.pdf> .

114 This statement of main terms and conditions of employment for Clinical Academic staff is compliant with recommendations made for such terms following consultation and national agreement between the following bodies: British Medical Association, Department of Health, Clinical Heads of Medical Schools, NHS Employers, Universities and College Employers Association – Clinical Academic Staff Advisory Group and Society for Academic Primary Care.

## **Variation**

115 These main terms and conditions of employment may be varied with the agreement of both parties or by *force majeure* including legislative change.

116 If your post is funded from a grant to the University, everything in this statement and in any publications referred to in it is subject to the terms and conditions of the grant-awarding body. Where there is a conflict between the terms of the grant and the terms and conditions set out in this statement, the terms of the grant will prevail.