

## Freedom of Information Act 2000 disclosure log entry

### Reference

16-17306

### Date sent

31/01/2017

### Subject

Honorary Contracts of Employment & Training/Education Services

### Details of enquiry

I request Tavistock and Portman NHS Foundation Trust (the Trust) provide information as follows:

- (1) Copy (generic copy) of (a) the '*honorary contract*' of employment, and (b) the contract for the provision of educational/training services issued by the Trust to Trainee Clinical Psychologists who have the status of 'non-EU self-funded' (i.e. not funded from Public Funds).
- (2) Copy (generic copy) of (a) the '*honorary contract*' of employment, and (b) the contract for provision of educational/training services issued by the Trust to Trainee Clinical Psychologists who have the status of 'UK/EU self-funded' (i.e. not funded from Public Funds).

### Response Sent

Your request for information, as detailed in your email below, has been considered and the requested documentation is attached.

We use the one generic honorary contract which does not differentiate between UK/EU/outside EU residents

## TAVISTOCK & PORTMAN NHS FOUNDATION TRUST

### STATEMENT OF HONORARY ATTACHMENT

Name:

Location: Tavistock Clinic  
120 Belsize Lane,  
London NW3 5BA

Period of attachment:

Details of attachment: Honorary

Accountable to:

#### Conditions of Attachment

##### General

1. This Statement of Honorary Attachment is to be read in conjunction with the Terms and Conditions as Applied to Honorary Contracts.
2. The attachment to the Trust does not constitute employment and there will not be an entitlement to any form of remuneration or other payment from the Trust either during the attachment or on its cessation.
3. For the duration of this honorary agreement you will be accountable to the above named for your activities within the Trust.
4. The Trust does not normally accept responsibility for articles lost or damaged on Trust property

##### Confidentiality

5. During the course of this attachment any matters of a confidential nature, including in particular but not exclusively information relating to the diagnosis and treatment of patients, individual staff records and details of any contracts entered into by the Trust, must under no circumstances be divulged to any unauthorised person or persons. Any breach of confidentiality will result in the termination of the attachment.

##### Health and Safety

6. The Trust has an obligation under the Health and Safety at Work Act 1974 to provide safe and healthy working conditions and methods. You are required to co-operate with the Trust to enable it to discharge its responsibilities under the Health and Safety at Work Act 1974 and to take reasonable care for the health and safety of yourself and others. Your attention is drawn to the provisions in the Terms and Conditions as Applied to Honorary Contracts which summarises your duties with regards to health and safety at work.

##### Conduct

7. You are required to conform for the duration of this attachment with any relevant provisions of the Rehabilitation of Offenders Act 1975 that may apply to you.

8. You are required to comply with such rules regarding conduct and administration as may be prescribed by the Trust from time to time.
9. You are required to comply with the Trust's policies which are available on request from the Human Resources Department.

Termination

10. This attachment may be terminated on either party giving one week's written notice of termination.
11. The Trust reserves the right to terminate this attachment immediately in the event of your misconduct, poor performance or failure to comply with any of the terms of this statement. The Trust may refuse you access to any of its facilities and require you to leave the premises immediately pending its decision on whether to terminate your attachment.

Absence

12. Any absence which results in an inability to attend for the purpose of the attachment e.g. sickness, must be notified to your immediate superior as soon as possible.

Changes to Statement of Honorary Attachment

13. The Trust reserves the right to amend the terms of your conditions of attachment to the Trust at any time and any such changes will be notified to you in writing either by issue of a revised Statement of Honorary Attachment or a letter of amendment.

Name:

Signature:

(Human Resources)

Date:

I am prepared to accept the attachment on the above conditions.

Signature:.....

Date:.....

## **TERMS AND CONDITIONS AS APPLIED TO HONORARY CONTRACTS**

### **1. Health and Safety at Work**

The Tavistock and Portman NHS Foundation Trust ('the Trust') attaches the greatest importance to the safety of its honorary contract holders. It is necessary for management, honorary contract holders and staff to work together positively to achieve a situation, compatible with the provision of proper services to patients, where personal injuries and hazards to the health of staff and others can be reduced to a minimum.

It is accepted that it is a management function to do all that is possible in the field of construction, operation and maintenance of buildings, plant, equipment and facilities to achieve such a situation. Honorary contract holders are expected to work in such a way that accidents to themselves and others are avoided; to exercise responsibility; to report accidents or potential hazards promptly; and to recognise that they now have a legal obligation to co-operate with the Trust in all safety, health and welfare matters.

Honorary contract holders must, in their own interest, report any accident or injury, however trivial, arising out of the course of their employment, to the appropriate senior officer and furnish any statement required. Where appropriate, safety training will be provided by the Trust together with necessary safety devices and protective clothing.

### **2. Personal Property**

It should be noted that the employing Trust cannot accept responsibility for the loss or damage to personal belongings and honorary contract holders are advised to make arrangements for insurance cover.

### **3. Fire Precautions**

Honorary contract holders should familiarise themselves with the routine to be followed in the event of an outbreak of fire within the premises.

### **4. Confidentiality and Data Protection**

All honorary contract holders working within this Trust whether on a permanent or temporary basis have a legal duty of confidence to patients. Inappropriate access and use of health records or abuse of computer systems or disclosure of any patient information that may, through the course of employment, be acquired may lead to disciplinary measures and possibly result in legal proceedings. Regardless of any action taken by the Trust, a breach of the Data Protection Act could result in criminal or civil action for damages.

### **5. Research Governance**

The Trust manages all research in accordance with the requirements of the Research Governance Framework. As an honorary contract holder of the Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.

## **6. 1959 and 1983 Mental Health Acts**

Honorary contract holders whose work brings them into contact with mentally ill or handicapped patients should be familiar with the requirements of the 1959 and 1983 Mental Health Acts, and in particular Sections 126 and 128 of the 1959 Act as amended by Section 1 of the Sexual Offences Act 1967. Further guidance will be provided where applicable.

## **7. Services and Products Developed in Employment**

Honorary contract holders must not make Commercial Use of services or products developed wholly or partly whilst working in the Trust without the prior agreement of the Trust.

## **8. Equal Opportunities/Statement of Intent**

The Trust is an equal opportunities employer. It is the policy of the Trust to ensure that no user of service, present or future employee, honorary contract holder or job applicant receives less favourable treatment on the grounds of their sex, sexual orientation, marital status, race, religion, age, creed, colour, ethnic origin or disability, nor is disadvantaged by any conditions or requirements which cannot be shown to be justified.

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