

**HONORARY PUBLIC HEALTH
ACADEMIC CONTRACT (ENGLAND)
for NON-MEDICAL STAFF**

Version 3 - May 2015

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PREAMBLE

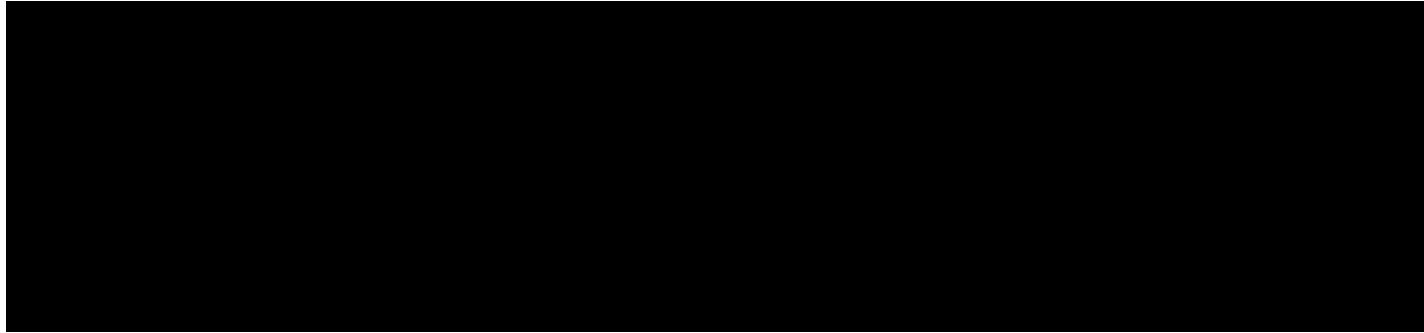
- i) This model honorary contract is intended to be used for non- medical public health academics who are employed by Higher Education Institutions (HEI) or other organisations in a research and/or teaching capacity and who also provide services or deliver activities for Public Health England.
- ii) This honorary contact should be read in conjunction with the substantive employment contract with the HEI (or other) Employer. Taken together they provide the full contractual framework in which the academic is expected to deliver the agreed duties.

HONORARY CONTRACT FOR ACADEMIC PUBLIC HEALTH NON-MEDICAL STAFF

Between

Public Health England

and



1. PARTIES

Public Health England whose central office is at 133-155 Waterloo Road, London, SE1 8UG which expressions shall include its successors in title (PHE)

University of Oxford whose office is at Department of Public Health, Rosemary Rue Building, Old Road Campus, Headington, OX3 7LF (the Employer)



2. BACKGROUND

The Employer employs the Academic as Administrative & Research Assistant.

The Employer agrees to the unpaid honorary contract between the Academic and PHE in order to engage in collaborative working during the period of the honorary appointment as set out in the Collaborative Academic Research and Activity Agreement between PHE and the Employer (CARAA).

3. POST

The Academic's job title under this honorary contract is as stated in their substantive contract of employment.

The Academic is appointed on the grounds that they also hold an academic post with the Employer.

4. COMMENCEMENT OF ENGAGEMENT



This honorary contract is continuous with any previous honorary contracts with PHE or its predecessors.

5. EMPLOYMENT RELATIONSHIP

For the avoidance of doubt the Academic's contract of employment will continue to be held by the Employer during the period of the honorary appointment and the Academic will remain subject to the Employer's terms and conditions of service. The honorary appointment does not create an employer – employee relationship between the Academic and PHE and the Academic will not become an employee of PHE.

Nothing in this contract will add to or detract from any rights and liabilities conferred by the relevant Transfer Scheme emanating from the Health and Social Care Act 2012.

6. DURATION OF CONTRACT

6.1. Duration of Contract

This honorary contract coexists with the Academic's contract of employment held by the Employer.

6.2. Termination of Engagement

The period of notice to end this contract will be the same as stated in the Academic's contract of employment with the Employer.

Any of the parties may end this contract by giving the appropriate written notice.

6.3. Effects of Termination of the Academic's contract of employment

Should the Academic's contract of employment be suspended, or terminated, at any time, this will result in the immediate suspension or termination of this honorary contract. Notice served by the Employer will have the effect of notice served on this contract.

The honorary appointment will terminate at the same time as the substantive contract of employment with the Employer.

7. ACCOUNTABILITY

The Employee will remain accountable to their line manager at the Employer.

However for the period of the honorary appointment and in respect of those aspects of collaborative working that requires support from PHE, the Academic will liaise with a PHE/Academic Liaison Manager appointed for this specific purpose from within PHE. This will be advised separately.

8. TERMS

8.1. Human Resources Policies And Procedures

During the term of this contract, all matters of HR management will be managed in line with the HR policies and procedures of the Employer.

Concerns over the conduct and/or performance of the Academic during the period of this contract will be raised by PHE with the Employer and progressed in line with the Employer's policies and procedures if required.

The Employer and PHE shall inform the other as soon reasonably practicable of any other significant matter that may arise during the period of the honorary contract relating to the Academic, their employment or their collaboration and will work together to agree an appropriate outcome.

8.2. Other policies and procedures

The Academic is required to comply with the policies and procedures of the Employer.

9. GENERAL MUTUAL OBLIGATIONS

Whilst it is necessary to set out formal arrangements in this honorary contract, it is also recognised that the Academic is a professional person who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that the Academic, the Employer and PHE (the Parties) work in a spirit of mutual trust and confidence. The Parties agree to the following mutual obligations in order to achieve the best for the health and wellbeing of the public and those for whom we have a duty of care and to ensure the efficient running of the service:

- to co-operate with each other;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating an integrated Job Plan/work schedule;
- to carry out our respective obligations in accordance with all appraisal arrangements.

10. THE WORK

10.1. Location

The Academic will generally be expected to undertake their activities under this honorary contract at the work location of the Employer or of PHE or such other place as may be reasonably agreed from time to time. These will be agreed in advance of the work being carried out.

10.2. Main Collaboration Activities

Collaboration activities under this contract will be jointly agreed with the Employer, through the integrated job plan/work schedule planning process and will be included in a single, integrated Job Plan/work schedule.

Except in emergencies or where otherwise agreed with the PHE/Academic Liaison

Manager, the Academic is responsible for fulfilling the duties and responsibilities and undertaking the allocated time set out in the integrated Job plan/work schedule relating to work under this honorary contract.. Once agreed a copy of the Job plan/work schedule will be kept with this contract for PHE records.

10.3. Appraisal

The Employee will remain subject to the Employer's job plan review/management appraisal process into which the PHE/Academic Liaison Manager will contribute as part of a jointly agreed integrated structure

11. OTHER CONDITIONS

11.1. Fee Paying Services And Private Professional Services

To minimise the potential for conflicts of interest in carrying out any Fee Paying Services or Private Professional Services, the Academic will observe the rules/policies of the Employer in relation to their work for PHE.

There may be occasions where undertaking private practice or providing fee paying services are a requirement or an expectation of the Employer. Any such commitment should be identified in the Academic job plan/work schedule.

11.2. Publications, lectures, etc

Subject to the confidentiality clause in 14, the Academic is free, without PHE's prior consent to publish books, articles, deliver any lecture or speak etc, whether on matters arising out of their PHE service or not. The Academic will, however, be required to observe the Employer's rules on external activity and acknowledge PHE as the source of funding and support (where applicable).

11.3. Health and Safety

The Academic must comply with all of PHE's health and safety policies and procedures if working on PHE premises.

11.4. Intellectual Property

In this contract, intellectual property means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

The following provisions shall apply to any intellectual property arising out of or generated through the work carried out under this contract:

Intellectual property generated in work undertaken for PHE as part of the honorary public health non-medical academic contract which is solely related to or funded by PHE will be owned by PHE

Intellectual property generated which is solely related to academic work for the

Employer will be owned by the Employer

Intellectual property generated in work undertaken in collaboration between PHE, the Employer and the Academic as part of the honorary public health non-medical academic contract will be jointly owned by PHE and the Employer. Each jointly-owning party shall have an undivided interest therein and be free to use such jointly owned intellectual property for its own internal non-commercial purposes as if it had been the sole owner thereof subject to any obligations of confidentiality towards the other joint owner. No joint owner of any intellectual property shall do anything which would prejudice the rights of the other joint owner.

PHE and the Employer shall in good faith negotiate fully of the parties shall be responsible for the protection and commercialisation of any jointly owned intellectual property rights.

To the extent that any such intellectual property rights do not automatically become the property of PHE, the Employee will hold them on trust for PHE. The Employee agrees to promptly execute all documents and do all acts necessary to give effect to paragraph 11.5 and PHE will meet all such reasonable agreed costs incurred.

This clause shall survive the expiry or termination of this contract.

11.5. Research Governance

For duties under this honorary contract, notwithstanding the procedures of the Employer, we expect the Academic to comply with the Department of Health 'Research Governance Framework for Health and Social Care'. If there are any areas of conflict between the two sets of procedures these will be resolved locally.

11.6. Expenses

Save for exceptional circumstances, the Academic will not be entitled to be paid expenses incurred in the course of carrying out activities for PHE under this honorary contract. Where the PHE/Academic liaison manager has indicated in writing that expenses will be paid, claims should be submitted in a timely manner (normally within one month).

Expense claims would be submitted to PHE and follow the PHE policy and procedure.

The Academic will submit the appropriate paperwork to PHE prior to the payment of expenses which will be made to the Academic in the manner agreed with the Employer.

All expense claims in respect of this appointment must be authorised by the PHE/Academic Liaison Manager prior to submission.

11.7. Sickness And Holiday Entitlement

The Academic's sickness and holiday leave entitlements will be in accordance with the contract of employment with the Employer.

When engaged on activities in conjunction with PHE, the Academic shall notify their PHE/Academic Liaison Manager:

- in relation to taking any annual leave (which must have been approved by the Employer);
- of any incident of sickness (which must be reported to the Employer).

that would materially affect the Academic undertaking a specific task for PHE

12. DATA PROTECTION

Any personal data about the Academic that is provided to PHE by the Academic or the Employer will be held on file by PHE and will only be held and used in accordance with the data protection principles set out in the Data Protection Act 1998. Such data will only be relevant to the honorary contract and/or the CARAA.

Personal data collected may be used for the purposes of planning for the Academic's support of PHE work and workforce management information in so far as it related to the honorary contract and CARAA.

All parties agree to share information on the Academic which will include information on their ability to work in the UK, their conduct and performance where it is germane to the honorary contract and the Academic hereby consents to the sharing of such information.

Data on the Academic's professional expertise and research activity may be shared for the purpose of wider collaboration within the public health system.

13. ACCESS TO DATA

This contract does not automatically afford the Academic access to PHE data. Any request for data should follow the standard request process within PHE. Further information is available on request.

14. CONFIDENTIALITY

The Academic accepts that many aspects of the work of PHE (including but not limited to matters relating to patients, staff, scientific and technical procedures and commercial and business issues) are of a confidential nature.

The Academic agrees that such confidential information must not during the honorary appointment period, nor at any time thereafter, be disclosed to any person, company or other organisation whatsoever without the written consent of the PHE/Academic Liaison Manager.

The Academic further agrees that upon termination of this contract for whatever reason, they shall, without retaining any copies except as required by law, return to PHE all working papers or other material and copies provided to them pursuant to this contract or prepared during the collaboration.

The foregoing provision shall not apply to information which has become public knowledge otherwise than by a breach of this contract or which is received by the Academic from a third party not bound to PHE by any obligation of secrecy in relation to the confidential information or which the Academic is required to disclose under any applicable law.

This clause 14 shall survive the expiry or termination of this contract.

The Academic's obligations of confidentiality with regard to the Employer are as set out in the Contract of Employment.

15. NON SOLICITATION

Without prejudice to any general recruitment which PHE may conduct through advertising or other means, PHE undertake that it shall make no attempt to solicit or induce the Academic to terminate their employment with the Employer for the duration of the honorary appointment and for six months after its cessation.

This clause 15 shall survive the termination or expiry of this contract

16. INDEMNITY

The Employer shall use its reasonable endeavours to procure that the Academic performs their duties during the period of the appointment with reasonable skill and care.

PHE shall indemnify the Employer against all costs, claims, actions or demands suffered by the Employer by reason of any action or proceedings by the Academic whilst undertaking any authorised activities on behalf of PHE relating to any infringement of the rights at law of the Academic for which PHE is culpable.

The Employer shall indemnify PHE against all costs, claims, actions or demands arising out of their employment by the Academic or its termination during the period of the Honorary Contract (save for any claim relating to any act or omission of PHE or its employees or agents) suffered by PHE by reason of any action or proceedings by the Academic relating to any infringement of the rights at law of the Academic for which the Employer is liable.

PHE shall indemnify the Academic against personal liability in respect of bona fide acts done in discharging authorised functions on behalf of or for the benefit of PHE. Such indemnity shall include reasonable expenses incurred in connection with claims in respect of such acts.

This clause shall survive termination of this contract.

17. VARIATION AND WAIVER

- a) Any modification, variation or amendment to this contract, save where the amendment relates to details relevant to an individual academic (see 17b below) will not be effective unless it is in writing and has been signed by or on behalf of all the Parties, excepting legislative or statutory amendments that may affect the content.
- b) Any amendment relevant to an individual academics would be agreed through discussion with the individual,

Failure of any party to enforce or exercise, at any time or for any period, any term of this contract, does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this contract.

18. GOVERNING LAW AND JURISDICTION

This contract 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 the law of England and Wales.

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

FORM OF ACCEPTANCE

I accept the conditions of the honorary appointment as outlined in the attached contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]