

**OUTLINE PROTOCOL  
BETWEEN  
UNIVERSITY COLLEGE LONDON  
AND  
GREAT ORMOND STREET NHS TRUST  
PERTAINING TO THE JOINT MANAGEMENT OF EMPLOYMENT RELATIONS AND  
ASSOCIATED MATTERS  
FOR  
“CLINICAL ACADEMIC” EMPLOYEES SHARED BETWEEN THE STATED  
ORGANISATIONS**

## **1. Protocol Overview**

- 1.1. The following general principles and procedures are the result of agreement between University College London (UCL) and Great Ormond Street NHS Trust (hereafter called “the Trust”) in which “Clinical Academic” staff substantively employed by UCL may hold an honorary appointment with the Trust (and vice versa), in order to carry out the full remit of the duties of their substantive appointment; and is intended to provide a framework for co-operation between UCL and the Trust for the joint management of employment relations and associated matters for such staff, hereafter called the “shared employee(s)”.
- 1.2. The parties agree that this Protocol does not create any legally binding obligations between the parties.
- 1.3. Nothing held within this document undermines the principles of the Follet Review Principles

## **2. General Principles**

- 2.1. A “Clinical Academic” is an employee who ordinarily holds a substantive contract with an HEI, and they are a qualified doctor or dentist (including those in specialist training) holding an active GMC or GDC registrations, and where relevant, a license to practice.
- 2.2. The definition of a “shared employee” for the purpose of this agreement is any Clinical Academic employee who holds a substantive appointment with either UCL or the Trust and is required to hold an honorary appointment with the other partner in order to undertake the full remit of the duties of their substantive appointment.
- 2.3. A shared employee may hold any level of appointment at UCL and may hold any level of appointment at the Trust (medical or non-medical).
- 2.4. The substantive contract and the honorary contract are both contracts of employment and will include explicit reference to each other in their terms of employment. The shared employee will therefore have two employers, each of whom will have obligations to the employee under its respective contract of employment and arising (for example under statute) from the employment relationship generally. UCL and the Trust will each appoint a line manager for the shared employee to ensure the full execution and management of each employment contract.
- 2.5. However, UCL and the Trust recognise that as far as possible those separate employment relationships should be regarded as a whole, reflecting the fact that the performance of

duties under the honorary contract is essential for the full and proper performance of the duties under the substantive contract as per 'Follett' principles.

- 2.6. UCL and the Trust will therefore seek to ensure joint co-operation in their dealings with the shared employee, in particular with regard to issues of appraisal, review, Job Planning (Consultant level staff), Work Outline agreements (non-Consultant level staff), dismissal, termination, discipline and absence management.
- 2.7. This Protocol applies in the first instance to UCL and its UK NHS Partner Trusts. In instances where a shared employee is required, by the nature of their shared appointment, to work outside of the UK for a period of time, the HR Directors of UCL and the Trust, will determine necessary revisions to the shared employee's terms of employment in both the substantive and honorary contracts and where applicable to this Protocol.

### **3. Recruitment of Shared Employees**

- 3.1. UCL and the Trust will develop and keep under review joint recruitment and selection procedures for shared employees, facilitating representation of each organisation, as appropriate, within the process. UCL and the Trust will ensure local procedures facilitate (within the confines of the law) the sharing of appointment and personal details by the substantive employer to facilitate the issue of the honorary appointment. UCL and the Trust will work to develop joint induction processes for shared employees. Where these are not feasible or practicable, UCL and the Trust will ensure the shared employee attends both organisations' induction programmes and/or mandatory training; retaining completion records that can be shared between UCL and the Trust, as and when required.
- 3.2. For Medical Consultant Level Appointments, National Guidance on the Employment of Consultants needs to be followed including appropriately convened Advisory Appointment Committees.

### **4. Permission to Work and /or Carry Out Duties**

- 4.1. Under current UK Home Office regulations, UCL and the Trust acknowledge that a shared employee must hold an Enhanced Disclose & Barring Scheme clearance (where required of the role) with at least one of the joint employers. UCL will apply for such clearance on behalf of itself and GOSH. If for any reason the Home Office requires separate applications to be made, UCL will notify GOSH and GOSH shall make its own application. In the event DBS clearance is denied this will be reported to the HR Director of the requesting organisation, who will advise in confidence their counterpart in the joint employing organisation.
- 4.2. In accordance with UK Visas and Immigration regulations, UCL and the Trust acknowledge that a shared employee must hold the requisite authorisation to work in the UK with both their substantive and honorary employers. In instances where Permission to Work in connection with a UCL appointment is declined, this will be reported to UCL's Director of HR, who will advise in confidence the Trust's Director of HR (and vice versa).

### **5. Contracts of Employment**

- 5.1. With exception of the Enhanced Disclosure & Barring Scheme clearance, which will comply with the conditions as stated above at 4.1, and the right to work checks referenced at 4.2 above, which each organisation is required to carry out, UCL and the Trust may at

its discretion accept confirmation of pre-employment checks carried out by the other organisation, provided that they are carried out in line with requirements of UCL and NHS standards.. If either organisation makes a change to the pre-employment checks, they must notify the other organisation.

- 5.2. UCL and the Trust will ensure that their contracts (honorary or substantive) contain provisions which allow the terms of this protocol to be fully implemented and shall disclose to each other and discuss on a regular basis the contents of the template contracts which each will issue to shared employees.

## **6. Honorary Appointment Outside of the Initial Joint Recruitment Processes**

- 6.1. Where subsequent to the appointment to employment at UCL an employee requires an honorary appointment with the Trust (and vice versa) in order to complete the full remit of their duties for their substantive employer, UCL and the Trust will, from the point of issue of the honorary contract, consider the individual as a shared employee and subject to the terms of this protocol.

## **7. Promotion**

- 7.1. The level of UCL appointment (substantive or honorary) held by a shared employee will be determined by UCL. Any request for promotion will be considered within the appropriate UCL process. The level of clinical appointment held by a shared employee (either substantive or honorary) will be determined by the Trust and any request for promotion will be subject to Trust procedures.

## **8. Joint Appraisal**

- 8.1. UCL and the Trust shall agree procedures for the joint appraisal of shared employees and ensure that such arrangements are referred to in the terms of the substantive and honorary contracts issued to the member of staff. As part of the agreement every attempt will be made to synchronise the timetable for the appraisal process.
- 8.2. UCL and the Trust agree to facilitate annual joint appraisals which will be conducted by the UCL line manager and NHS line manager.
- 8.3. In exceptional instances where joint appraisal cannot be facilitated, UCL and the Trust will conduct separate appraisals with the shared employee. The UCL and Trust appraisers will share the outcome documents of their appraisals with each other and agree the joint appraisal outcome, notifying the shared employee accordingly. All consultants are expected to undertake an annual joint appraisal with UCL and the Trust present where possible.

## **9. Revalidation**

- 9.1. The Trust and UCL will identify shared employees eligible for revalidation via the Trust and those trainees eligible for revalidation via the relevant Deanery (ARCP). For shared employees eligible for revalidation via the Trust, the following applies:
  - 9.1.1. UCL and the Trust acknowledge that a shared employee must undertake a full and recorded annual appraisal process with each employer to facilitate the Trust's authorisation and submission of the employee's application for Revalidation.

- 9.1.2. The Trust will appoint a Responsible Officer (RO) and UCL will appoint a Revalidation Lead (RL) who will jointly hold accountability for the process of revalidation for relevant shared employees.
- 9.1.3. The Trust RO will hold accountability for the Trust's sign off confirming the completion of an annual Medical Appraisal.
- 9.1.4. UCL RL will hold accountability for the University's sign off confirming the completion of an annual University appraisal.
- 9.1.5. On behalf of UCL, the UCL RL will confirm academic appraisal details to the Trust (as required) to facilitate the Trust's review and submission of revalidation applications for shared employees.
- 9.1.6. In accordance with GMC requirements, the Trust will hold responsibility for the formal sign off and submission of all revalidation applications for shared employees, notifying UCL of submissions and the details of any shared employees where the Trust could not support submission.
- 9.1.7. Where the Trust's RO identifies any issues or concerns regarding a shared employee's fitness to practice or performance in their role via the annual appraisal processes, the Trust's RO will immediately notify UCL's RL prior to any redress under Trust policies or procedures. Similarly, UCL's RL will notify the Trust's RO of any issues identified via the university's appraisal process, prior to the invocation of any UCL policies or procedures.
- 9.1.8. In the unlikely event a shared employee's application for Revalidation has been approved with conditions or declined, the Trust's RO will immediately notify UCL's RL who will refer the matter to the UCL Director of Human Resources for advice and any subsequent actions.
- 9.1.9. Any shared employee substantively employed by UCL and without a nominated Trust for revalidation purposes will be referred to the UCL RL for advice.

## **10. Job Planning and Work Outline Document**

- 10.1. All shared employees are subject to completing an annual process (Job Planning for Consultant level staff or Work Outline document for non-Consultant level staff) detailing the duties to be undertaken for both their substantive and honorary employers, which requires the sign-off of both the substantive and honorary employer in order to be considered authorised by both employers.
- 10.2. As part of the agreement between UCL and the Trust every attempt will be made to synchronise the timetable for the job planning/work outline process as well as standardise paperwork.
- 10.3. UCL and the Trust agree to implement local procedures to ensure the timely review and sign-off of both Job Plan and Work Outline documents, to include submission of fully authorised documentation to the UCL Human Resources Division and Trust's Medical Staffing Office. UCL and the Trust note that the established process of Job Planning for

Consultant and G.P. Clinical Academic staff will continue and will run in parallel to the new Work Outline Planning process for all other staff determined as shared employees.

- 10.4. The agreed Work Plan/Job Outline division of work between the organisations does not necessarily denote the agreed recharge distribution.
- 10.5. UCL and the Trust recognise that timely agreement and submission of the documentation is important to ensure that financial issues are dealt with in an accurate and expeditious manner.

## **11. Notification of Changes to Agreed Job Plan or Work Outline Document**

- 11.1. UCL and the Trust recognise that service needs may require changes to a shared employee Job Plan or Work Outline document, outside the usual joint annual review and agreement process. In such instances, the shared employee will obtain approval for the proposed change, from both their UCL and Trust line managers. Where approval is given UCL and Trust line managers will advise of this change accordingly: UCL line managers will notify the UCL HR Services Team and the NHS Billing Department; Trust line managers will notify the Trusts Medical Staffing Office and the Trusts Finance Team. The Trust will notify UCL NHS Billing in writing of any changes, and subject to local agreements, further authorisation may be sought from Trust Central Finance.
- 11.2. UCL and the Trust acknowledge it is the duty of each organisation to ensure that the changes they have requested are followed through to ensure the amendment has been processed through the substantive organisation's payroll and recharge process. It is the responsibility of each organisation to financially accrue for all known and expected charges, and to carry these forward through to each financial year until settlement, if necessary within the 6 year statutory limitation for the collection of debt.
- 11.3. Any incorrect or delayed change that results in payroll overpayment will be credited back through the recharge process as and when the overpayment is collected from the employee.
- 11.4. Subject to the completion of the annual Job Plan or Work Outline document, any pay elements, as per the employee's contract, will be paid automatically and UCL and the Trust will be charged in accordance with the agreed funding distribution.

## **12. Teaching**

- 12.1. UCL and the Trust acknowledge that at the time of signing this agreement the current national arrangements for the commission of medical education are under review. The following provisions reflect existing arrangements in place between UCL and the Trust, and will be reviewed in due course:
- UCL holds responsibility for the design, infrastructure and management of its medical education programme.
  - UCL and the Trust will agree (and periodically review) a Service Level Agreement governing the delivery of UCL's medical education programme including the supply of each employer's substantively employed staff to deliver teaching and related duties.

- Consultant level Trust staff will hold an honorary academic appointment at UCL to undertake teaching and related duties. Staff below consultant level will hold associate staff status in order to carry out research or teaching related duties.
- UCL and the Trust will ensure that all shared employees undertaking teaching and related duties receive the appropriate training and review.
- The terms agreed in this document for the joint management of employee relations matters will apply to all shared employees undertaking teaching activities, in addition to those that maybe agreed and revised from time to time in the Service Level Agreement.

### **13. Research**

13.1. UCL and the Trust will ensure that all shared employees holding an honorary contract or associate staff status to undertake research activities on human subjects, their tissue or their data comply with the all the relevant legal, regulatory and policy frameworks, including, but not limited to;

- the requirements for Research Ethics Approval
- DH Research Governance Framework
- NIHR Research Support Services
- local UCL or Trust policies pertaining to research
- the provisions for joint management of shared employees as detailed in this document

13.2. UCL and the Trust will achieve oversight of shared employees' conduct of such research activities by:

- the development of Joint Committee structures for research oversight
- sharing of information about the shared employees' research conduct
- integrated approaches to applying UCL and Trust policies and procedures pertaining to research
- consultation about performance or disciplinary policies which pertain to a shared employees conduct of research

### **14. Publications and Public Speaking**

14.1. UCL and the Trust will ensure that shared employees holding honorary appointments or associate staff status with their organisation, comply with procedures governing the publication of research findings and public speaking (such as conferences) and will make provision within such procedures for the joint notification of both organisations (by the shared employee) of any intended public delivery (whether in print or other media) where both organisations are to be credited. Local procedures will facilitate the sharing of information as required and stipulate joint authorisation from both organisations is required prior to publication or public delivery of any material where credit to both organisations is noted.

### **15. Disciplinary and Other Procedures**

15.1. UCL and the Trust acknowledge that as employers of the shared employee, each may wish, during the employment, to take action (whether in terms of dismissal or action falling short of dismissal) in respect of matters such as:

- 15.1.1. Misconduct or alleged misconduct
- 15.1.2. Performance of the duties of employment to a satisfactory standard
- 15.1.3. Assessing medical fitness to undertake all or part of the duties of employment (including consideration of the making of reasonable adjustments under the disability discrimination provisions of the Equality Act 2010 where the obligation to make such adjustments applies)
- 15.1.4. Attendance
- 15.1.5. Redundancy or other reorganisation.

15.2. UCL and the Trust acknowledge that each has the procedures detailed in Annex A of this Protocol, for determining such issues in respect of its relationship with the shared employee.

15.3. UCL and the Trust acknowledge that:

- 15.3.1. There may be occasions on which UCL has grounds for considering such action under its appropriate procedure(s), and the Trust does not (and vice versa).
- 15.3.2. There may be occasions on which UCL has grounds for considering such action under its appropriate procedure(s) and the Trust also has grounds for considering action against the same employee under its own appropriate procedure(s).
- 15.3.3. If UCL or the Trust wishes to terminate the substantive or honorary contract, each employer must go through its own dismissal process albeit if the facts relied upon are the same it may be appropriate to rely on any investigation or paperwork collated by the other so as not to duplicate work.
- 15.3.4. If a substantive or an honorary contract is terminated (as the case may be) the other will need to consider whether, in the light of the circumstances of that termination, the remaining contract can be continued or ought to be terminated. Each case will need to be considered on its own facts.
- 15.3.5. If a substantive or honorary contract is terminated the other party to this agreement must be informed.

15.4. UCL and the Trust therefore agree that:

- 15.4.1. The following issues of conduct are matters which would ordinarily fall to be dealt with under UCL's disciplinary procedure(s), or UCL's Statutes and Charters relating to academic staff:

**Misconduct:** any type of behavior or conduct at work that fall below the standard required by UCL or is a breach of UCL policies and procedures including, but not limited to, a range of issues such as: health and safety; timekeeping; bullying and harassment; obeying reasonable instructions; intellectual property; compliance with research and ethical guidelines; claiming expenses; care in handling UCL

property; unauthorized removal of UCL property from UCL premises; and, use of email and the internet, including social media.

**Gross misconduct:** misconduct of such a serious nature that it fundamentally breaches the contractual relationship between the employee and the organization. In the event that an employee commits an act of gross misconduct, UCL will be entitled to dismiss the employee summarily. Examples of gross misconduct include, but are not limited to: theft, fraud or deliberate falsification of records or UCL documents; serious or gross negligence resulting in unacceptable loss, damage or injury; intentional serious breach of UCL policy or regulations or improper conduct in relation to job responsibilities; serious breach of UCL Dignity at Work statement; assault or attempted assault of a physical or sexual nature; malicious damage to UCL property; intentional misuse of confidential information; fraudulent misuse of UCL's property or name; unauthorised entry to computer records or inappropriate use of UCL data or computing equipment, including social media; serious breaches of Health and Safety rules; and, bringing UCL into serious disrepute including Serious Misconduct outside work.

**Good cause for dismissal:** for the purposes of Statute 18 of UCL's Charter and Statutes, "good cause" in relation to the dismissal or removal from office or place of a member of academic staff related to conduct, capability or qualifications for performing work of the kind which the member of academic staff was appointed or employed to do, means: a) conviction for an offence which may be deemed by a Tribunal appointed under Part III to be such as to render the person convicted unfit for the execution of the duties of the office or employment as a member of the academic staff; or b) conduct of an immoral, scandalous or disgraceful nature incompatible with the duties of the office or employment; or c) conduct constituting failure or persistent refusal or neglect or inability to perform the duties or comply with the conditions of office; or d) physical or mental incapacity established under Part IV.

- 15.4.2. In addition, under the terms of this Agreement, a serious breach of NHS Trust policies and/or procedures concluding with the withdrawal (by the Trust) of the employee's honorary appointment, with such a breach rendering the employee unable to attain a further honorary appointment with another NHS Trust could constitute gross misconduct.
- 15.4.3. Conviction of a criminal offence outside the workplace and normal working hours may be deemed as gross misconduct depending on the nature of the offence, its relevance to the individual's employment and the sentence incurred. See UCL's policy on the recruitment of staff with criminal convictions and the use of criminal record checks which can be found at [http://www.ucl.ac.uk/hr/docs/criminal\\_record.php](http://www.ucl.ac.uk/hr/docs/criminal_record.php)
- 15.4.4. The following issues of conduct are matters which would ordinarily fall to be dealt with under the Trust's disciplinary procedure(s):

All matters relating to a failure to adequately discharge the duties defined in a shared employee's Job Plan (Consultant level staff) or Work Outline document (non-Consultant level staff); all matters relating to the satisfactory conduct of a substantive GOSH employee in the execution of their duties. Examples of behavior that may be viewed as unacceptable to GOSH and those that may be



viewed as Gross Misconduct are as follows (this is not an exhaustive list and may be amended from time to time):

**Unacceptable behaviour:** matters relating to poor performance not being dealt with under GOSH Managing Performance Policy & Procedure / Capability, poor attendance not being dealt with under GOSH Sickness & Absence Policy; unauthorized absence; refusal to undertake reasonable management requests;

**Gross misconduct:** The following offences are likely to be deemed as gross misconduct (please note that this list is not exhaustive): theft, fraud, deliberate falsification of records or documents, failure to maintain professional registration where it is a requirement of the job, working without valid "Right to Work" documentation, working without statutorily required qualifications, working elsewhere whilst on sick leave, false declarations made during the recruitment process, receipt of money, goods, favours or excessive hospitality in respect of services rendered, assault – verbal or physical, including fighting, harassment or bullying, unlawful discrimination, negligence which could result in serious loss, damage or injury, reckless behaviour, being unfit for duty through the effects of alcohol or drugs, sleeping on duty (this does not include sleeping during agreed breaks or out of hours arrangements), abuse, misuse or deliberate damage of Trust property, equipment or facilities, serious breach of confidentiality, serious breach of data security requirements, serious breach of Health and Safety and other statutory rules, serious breach of a professional code of conduct, failure to act impartially or to declare interest in a contract or business in which the Trust is engaged or considering, scientific misconduct - fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting results of research. breach of trust - any act which causes irreparable damage to the relationship of trust and confidence between the employee and GOSH.

15.5. In cases where an issue of misconduct arises under 15.4.1 to 15.4.4 above, UCL and the Trust will need to determine on the facts of each case which procedure will take priority. UCL and GOSH will disclose the full facts and circumstances of any allegations, investigations, progress in investigations, and outcomes to each other in order to ensure that the correct procedure is followed. Prior notice on proposed actions should be shared between organisations wherever possible so that arrangements can be made to mitigate any operational impact from both UCL and the Trust's perspective. On appointment all employees will be issued with the UCL Privacy Notice outlining sharing of data between UCL and the Trust.

## **16. Potential Dismissal on the Grounds of Misconduct**

16.1. Where either UCL or the Trust has grounds for considering the dismissal of a shared employee on the grounds of misconduct:

16.1.1. The party considering the instigation of disciplinary procedures, which may result in dismissal, shall notify the other of that fact and shall discuss with the other the circumstances which have led it to contemplate initiating proceedings. Responsibility for formal notification of such action will lay with the Executive Director of Human Resources for UCL and the Director of Human Resources for the Trust (which may be delegated to an appropriate officer of UCL or the Trust).

- 16.1.2. UCL and the Trust will co-operate with each other to facilitate any investigation into the alleged misconduct.
  - 16.1.3. UCL and the Trust shall consider whether the case is such that both parties would have grounds for instituting disciplinary proceedings and, if that is the case, agree whether action is to be taken under each of their appropriate disciplinary procedures and the sequence in which those procedures shall be operated.
  - 16.1.4. Any party considering restriction of practice or exclusion from work of the shared employee shall advise the other of its proposal to restrict or suspend and discuss this prior to the employee being so restricted or suspended, where it is practical to do so.
  - 16.1.5. Prior notice should be given to any action where possible to the other organisation to enable the Trust or UCL to put in place arrangements to mitigate against any potential operational impact.
  - 16.1.6. UCL and the Trust shall liaise with each other on the steps to be taken under the applicable disciplinary procedure or procedures, in particular as regards representation by both employers on any disciplinary panel established under any of their applicable procedures and the facilitation of the calling of witnesses and/or the production of documentary evidence necessary for the purpose of determining whether misconduct has occurred.
  - 16.1.7. UCL and the Trust (as the case may be) shall keep the other informed of the progress and outcome of their respective procedures, including of any appeal.
  - 16.1.8. In cases that involve medical staff undertaking NHS duties the Maintaining High Professional Standards Framework needs to be adhered to when dealt with by the Trust.
- 16.2. While UCL and the Trust shall co-operate with each other as described above, each acknowledges that the other has the ultimate right to determine whether or not disciplinary proceedings should be instigated, to determine whether misconduct has occurred and, if so, whether dismissal is the appropriate sanction to be applied on the facts of that case. Representation of the Trust on UCL's disciplinary panels (and vice versa) does not mean that the Trust's representative is deciding whether the Trust's contract with the member of staff concerned is to be terminated (and vice versa).

## **17. Dismissal on Performance, Absence or Ill-Health Grounds**

- 17.1. In the event that either the Trust or UCL considers the dismissal of a shared employee on the grounds of performance, absence or health, each will advise the other of that fact (responsibility for formal notification of such action will lay with the UCL Director of Human Resources and the Trust Director of Human Resources) and shall discuss:
  - 17.1.1. whether action is to be taken under the procedures of UCL or the Trust or both. In the event that both UCL and Trust procedures will be invoked, the procedure(s) of the organisation initiating consideration of dismissal will be allowed to conclude in full (and will be taken into consideration) by the remaining employer prior to any final decision being made to invoke their own procedures. However, where possible joint proceedings should take place.

- 17.1.2. whether it is appropriate to consider the restriction of practice or exclusion from work of the shared employee concerned in relation to either their substantive or honorary duties or both. Any party considering restriction of practice or exclusion from work of the shared employee shall advise the other of its proposal to restrict or exclude and discuss this prior to the shared employee being restricted or excluded, where it is practical to do so.
- 17.1.3. in cases of sickness absence, or medical incapacity whether it is necessary to obtain a medical report from an Occupational Health adviser or from an independent medical expert on the ability of the shared employee to perform the duties of his/her employment. UCL and the Trust shall discuss the questions/issues to be raised with such a medical adviser, in particular any issues arising under the disability discrimination provisions of the Equality Act 2010, including any duty to make reasonable adjustments.
- 17.1.4. in cases that involve medical staff the Maintaining High Professional Standards Framework needs to be adhered to by the Trust.
- 17.2. UCL and the Trust shall keep each other advised of the actions taken under their applicable procedures, including the outcome of any appeal.
- 17.3. Prior notice on proposed actions should be shared between organisations wherever possible so that arrangements can be made to mitigate any operational impact from both UCL and the Trust's perspective.
- 17.4. While UCL and the Trust shall co-operate with each other as described above, each acknowledges that the other has the ultimate right, in relation to any matter being dealt with under its procedures, to determine whether or not to dismiss the member of staff concerned. Representation of the Trust at a UCL panel (and vice versa) does not mean that the representative is deciding whether the Trust's contract with the member of staff concerned is to be terminated (and vice versa): UCL and GOSH will disclose the full facts and circumstances of any actions, investigations and outcomes to each other in order to ensure that the correct procedure is followed.

## **18. Dismissal of Shared Employee(s) on the Grounds of Redundancy or Reorganisation**

- 18.1. In the event that either the Trust or UCL is contemplating the dismissal for redundancy or other re-organisational reasons of a shared employee or employees, it shall advise the other of this fact at its earliest opportunity, and prior to commencing its formal consultation process. The organisation taking action shall keep the other regularly informed of the action being taken in this respect.

## **19. Cessation of UCL and/or Trust Services or Business Function**

- 19.1. UCL and the Trust agree to provide each other with adequate notice of any relevant proposed review and/or formal consultation process, in which their shared employees work. Each organisation's procedure will facilitate representation of the partner employer, as required. Where redundancy of any shared employee results, UCL and the Trust agree that each will consult the other in relation to the proposed date of termination before notice of termination of employment is served.

## **20. Payment for Honorary Duties**

20.1. UCL and the Trust agree that all honorary duties undertaken will be facilitated within a shared employee's Job Plan or Work Outline document. There will be no additional payment made to the shared employee for undertaking honorary activities by either UCL or the Trust.

## **21. UCL and Trust Recharges**

21.1. UCL and the Trust agree to adhere to the terms of the HMRC Memorandum of Understanding 'Joint Staff of Universities and NHS Organisations', March 2007 (<http://www.doh.gov.uk/doh>) in respect of the VAT treatment of recharges for shared staff.

21.2. Any future changes in VAT regulations affecting the VAT treatment of salary recharges will be reviewed and their impact assessed at the time, which may require amendments to this agreement. It is recognised by UCL and the Trusts that each organisation is obliged to comply with relevant VAT legislation and guidance in ensuring its own VAT affairs are in good order with HMRC.

## **22. Employment Tribunals**

22.1. UCL and the Trust acknowledge that whilst each has a legally independent contract of employment with a shared employee, those contracts are treated as interdependent in the joint management of the employee by both organisations. UCL and the Trust acknowledge that as joint employers, each could be asked to respond to a Tribunal claim submitted against the other (either in writing or called in person).

22.2. In such occurrences, UCL and the Trust agree to discuss estimated costs (legal or otherwise) to be incurred by the partner organisation against whom the claim has not been submitted. Where applicable the named partner may agree to cover or contribute to such costs. All such incidences will be referred to both UCL and the Trust's Directors of Human Resources, for discussion and agreement.

## **23. Other general provisions regarding co-operation**

23.1. UCL and Trust shall ensure that:

23.1.1. UCL and the Trust will have local protocols in place to ensure joint management of leave, other absence and termination of appointment to facilitate management of the substantive and honorary contract as per the 'Follett' principles from the perspective of the individual and to mitigate against any operational impact such absence/termination of the contract may have on both UCL and the Trust.

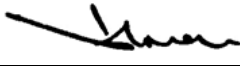
23.1.2. their respective procedures provide that, while either UCL or the Trust's disciplinary procedure is being applied to a member of shared staff, that individual may not bring any complaint relating to those proceedings under the grievance procedure of the other employer (i.e. of the Trust or UCL, as the case may be).


23.1.3. rights of appeal will be confined solely to the procedure which is being implemented and shared employees may not appeal across procedures to the other party (i.e. UCL or the Trust, as the case may be).

- 23.1.4. their contracts of employment and procedures are as far as possible sufficient to allow the disclosure of information from one to the other (in particular of personal data or sensitive personal data under applicable data protection laws. The Trust and UCL will also discuss and agree guidelines for the disclosure of data regarding third parties, in particular data relating to patients.
- 23.1.5. information shared between them for the purposes of operating this Protocol shall be treated as confidential and shall not be disclosed to any third party unless previously agreed in writing, save as required by law.
- 23.1.6. in the unlikely event of serious dispute between UCL and the Trust regarding the management of employee relations and/or associated matters concerning a shared employee or employees, both organisations agree to participate in a process of mediation to aid resolution. Where resolution is not achievable and deadlock is determined, the organisation with which the shared employee is legally determined to hold their substantive contract will decide the further actions to be taken. Both UCL and the Trust agree to abide by the substantive employer's decision.
- 23.1.7. If concerns are raised with one organisation about the other organisation via that organisation's "whistle blowing/confidential reporting line" or is of that nature even if reported in a different way, all relevant information should be confidentially passed to that other organisation to deal with that matter as appropriate.
- 23.2. UCL and the Trust shall review this Agreement and its operation on an annual basis. This Agreement may be amended by agreement between the parties following such review. Any such amendment shall be in writing.
- 23.3. This Agreement may be terminated by either party giving at least 3 months' notice in writing.

## **24. Agreement**

- 24.1. We the undersigned accept responsibility (on behalf of the organisations we represent) to uphold the principles and working practices detailed within this Protocol and undertake to review this Agreement on an annual basis, advising the UCL Director of Human Resources of any amendments required, in a timely manner.
- 24.2. Additionally, we nominate our respective Director of Human Resources to be the appropriate representative of our organisation for discussion, agreement and signatory for any further employee relation protocols underpinning the principles and agreed working practices detailed within this document.
- 24.3. This memorandum of understanding shall be for a period of six months from the date of signature below and may be extending by agreement by all parties.

On behalf of University College	Signature:	
	Print Name:	Professor David Lomas
	Position held at UCL:	Vice Provost (Health) Head of UCL School of Life & Medical Sciences and Head of UCL Medical School
	Date:	

On behalf of the GREAT ORMOND STREET NHS TRUST	Signature:	
	Print Name:	Alison Hall
	Position held at Trust:	Deputy Director of HR and OD
	Date:	March 22, 2020

Appendix A — Policies and Procedures

University College London		Great Ormond Street NHS Trust	
Procedure	Document	Procedure	Document
Misconduct/alleged misconduct	UCL Disciplinary Procedure UCL Academic Staff Handbook UCL Statute 18	Misconduct/alleged misconduct	GOSH Disciplinary Procedure
Grievance	UCL Grievance Procedure UCL Statute 18	Grievance	GOSH Grievance Procedure
Satisfactory performance of duties	UCL Alcohol and Drug misuse Policy UCL Harassment and Bullying Policy UCL Managing Under-performance — a capability policy UCL Personal relationships Code of Conduct UCL Computer Misuse Policy UCL Conflicts of Interest Policy and Guidelines UCL Equal Opportunity Policy UCL Policy for Investigating and Resolving Allegations of Financial Irregularities UCL Procedure for Investigating and Resolving Allegations of Misconduct in Academic research	Satisfactory performance of duties	GOSH Managing Employee Led Complaints GOSH Managing Performance Policy & Procedure / Capability GOSH Code of Conduct & Conflict of Interest Policy GOSH Whistleblowing Policy GOSH Management of Work Related Stress GOSH Maintaining High Professional Standards at GOSH GOSH Bullying & Harassment Resolution Guide GOSH Diversity Equality & Human Rights Policy GOSH Process for Data Security Policy & Procedure
Assessing medical fitness	UCL Sickness Absence Policy UCL Access to Work UCL Additional Support for Employees	Assessing medical fitness	GOSH Sickness & Absence Policy
Attendance	UCL Sickness Absence Policy UCL Managing Under-performance — a capability policy UCL Alcohol and Drug misuse Policy	Attendance	GOSH Sickness & Absence Policy GOSH Workplace Alcohol & Substance Misuse Policy GOSH Managing Performance Policy & Procedure / Capability

Redundancy or other re-organisation	UCL Academic Staff Handbook Statute 18 UCL Organisational Change Procedure UCL Redeployment Policy UCL Termination Procedure for all UCL Employment Contracts (excluding staff	Redundancy or other re-organisation	GOSH Managing Organisational Change Policy & Procedure
Appraisal	UCL Appraisal Scheme — Clinical Senior Lecturers, Readers and Professors UCL Appraisal Scheme UCL Appraisal, Review and Development Scheme UCL management Competencies	Appraisal	GOSH Medical & Dental Appraisal
Job Planning	UCL Job Planning Guide UCL NHS Plan (Job Planning Mediation)	Job Planning	GOSH Job Planning Framework



<p>Recruitment and Contract matters</p>	<p>UCL Recruitment and Selection Policy  UCL Certificate of Sponsorship  UCL Immigration Guidelines  UCL Research Passport Guidance  UCL Clinical Staff Guidance (non—Consultant staff)  UCL Conditions of Service for Academic Staff  UCL Conditions of Service for Research and Support Staff  UCL Consent to process personal data  UCL Data Protection Policy  UCL Disclosure of Information for Public Interest  UCL Honorary Status  UCL Induction and Probation</p>	<p>Recruitment and Contract matters</p>	<p>GOSH Recruitment Policy  GOSH Honorary Contracts  GOSH Diversity Equality &amp; Human Rights Policy  GOSH Starting at GOSH Policy  GOSH Expenses Policy  GOSH TRAC approval to process personal data  GOSH Fit and Proper Person Test  GOSH Consultant Recruitment Guidelines</p>
<p>Promotion</p>	<p>UCL Promotions Procedures</p>		<p>GOSH Staff Psychological &amp; Welfare Service</p>
<p>Mediation</p>	<p>UCL Mediation Service</p>		<p>GOSH Staff Psychological &amp; Welfare Service</p>