**Coordinator/Administrator: Research & Innovation**

**Telephone Number: Ward 11 - Dykebar Hospital**

**E-Mail: Grahamston Road**

**Paisley PA2 7DE**

**[DD MMMM YYYY]**

**[Insert Researcher’s name]**

**[Work Address]**

Dear **[Insert researchers title and surname]**

**Honorary research contract issued by NHS Greater Glasgow and Clyde**

I am pleased to offer you an honorary research contract in NHS Greater Glasgow and Clyde. I should be grateful if you would sign the attached contract and return a copy to **[insert R&I research administrator’s email address**]. We will send a copy of the signed contract to your substantive employer.

The contract if accepted by you begins on [**insert** **date**] and ends on [**insert** **date**] unless terminated earlier in accordance with the clauses in the contract. Please note that you cannot start the research until the Principal Investigator has received a management approval letter from us giving permission to conduct the project.

If you have a physical or mental health condition or disability which may affect your research role and which might require special adjustments to your role, if you have not already done so, you must notify your employer and the health board prior to commencing your research role at our site.

We will not reimburse any expenses you incur in the course of your research unless we have agreed to do so by prior arrangement. Similarly, we accept no responsibility for damage to or loss of personal property.

Your Research Passport Form may be subject to random checks carried out by us within the lifetime of the project. The information it contains must therefore remain up to date and accurate.

If your circumstances change in relation to your health, criminal record, suitability to work with adults or children, professional registration or any other aspect that may impact on your suitability to conduct research, or your role in research changes, you must inform your employer through its normal procedures. You must also inform your nominated manager in this NHS organisation.

You must not undertake regulated activity if you are barred from such work. If you are barred from working with adults or children this honorary research contract is immediately terminated. Your employer will immediately withdraw you from undertaking this or any other regulated activity and you MUST stop undertaking any regulated activity immediately.

Yours sincerely

X

**[R&I Co-ordinator/R&I Facilitator/Senior Research Administrator]**

Cc: **HR department of the substantive employer**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HONORARY RESEARCH CONTRACT BETWEEN** | | | | | | | | |
| NHS organisation(s): | NHS Greater Glasgow and Clyde  J B Russell House  Gartnavel Royal Hospital Campus  1055 Great Western Road  Glasgow G12-0XH | | | | | | | |
| **AND** | | | | | | | | |
| Name: |  | | | | | | | |
| Employer:  OR Place of Study: | | | |  | | | | |
| Report To:  (Principal Investigator/Head of Department) | | | |  | | | | |
| **PERIOD of AGREEMENT** | | | | | | | | |
| From: | |  | | | To: |  | | |
| **SIGNATURES** | | | | | | | | |
| Researcher: | | |  | | | | Date: |  |
| Name: | | |  | | | |  |  |
| On behalf of the NHS organisation(s) | | |  | | | | Date: |  |
| Name: | | |  | | | |  |  |

**Whereas**

1. The Researcher named in this Agreement (“the Researcher”) is employed by the employing organisation named in this Agreement (“the Employer”) to undertake research, during the course of which the Researcher requires access to the organisation/s named in this Agreement their premises, patients, their clinical samples, and clinical and personal information (“the Facilities’’). Where independent contractors and their premises are involved with research activity, the Agreement is issued by the host organisation/team on behalf of the independent contractors.

**OR**

The Researcher named in this Agreement (“the Researcher”) is studying at the place of study named in this Agreement (“the Place of Study”) to undertake research, during the course of which the Researcher requires access to the organisations named in this Agreement, their premises, patients, their clinical samples, and clinical and personal information (“the Facilities’’). Where independent contractors and their premises are involved with research activity, the Agreement is issued by the host organisation/team on their behalf of the independent contractors.

1. The organisation(s) provide healthcare services to NHS patients, including patients who are protected by the criminal record disclosure arrangements.

1. The organisation(s) Health Board(s) and Researcher have entered into this agreement whereby the Researcher can have access to the Facilities of the organisation(s) to conduct such research as confirmed in writing in the letter of permission for research from this organisation, subject to the conditions below.
2. **Status**

The title and status of this Honorary Research Contract does not create an employment relationship and attracts no remuneration from the organisation(s). Its award will be subject to: a satisfactory criminal record disclosure if the research position is eligible for a check; checks against the Disclosure and Barring Service(DBS) barred lists, where this is a legal requirement; confirmation of registration with the GMC or other appropriate professional body if the Researcher is required to maintain such professional registration; and confirmation that the Researcher’s health does not constitute a risk to patients of the organisation(s), employees of the organisation(s) or visitors to the organisation(s).

1. **Reporting Arrangements**

The Researcher shall report to the Principal Investigator/Head of Department named in this Agreement whilst conducting research under this Agreement.

1. **Policies and Procedures**
   1. The terms and conditions of employment of the Researcher including applicable policies and procedures are determined by the Employer and the Researcher will be carrying out duties at the organisation(s) in accordance with the contract of employment with the Employer

**OR**

The rules governing the Researcher’s period of study including applicable policies and procedures are determined by the Place of Study and the Researcher will be carrying out duties at the organisation(s) in accordance with those rules.

* 1. In carrying out research under the terms of this Agreement, the Researcher agrees to act at all times in accordance with the policies and procedures of the organisation(s) including the Research Governance Framework, copies of which are available upon request.
  2. The Researcher is required to co-operate with the organisation(s) in discharging relevant duties under the Health and Safety at Work etc Act 1974 and other health and safety legislation and to take reasonable care for the health and safety of himself/herself and others while on the premises of the organisation(s). The Researcher must observe the same standards of care and propriety in dealing with patients, staff, visitors, equipment and the premises as is expected of any other contract holder and must act appropriately, responsibly and professionally at all times.
  3. The Researcher agrees to accept any variation to this Agreement necessitated by changes to research and innovation guidance issued by the Department of Health.
  4. In the event of sickness or unavoidable absence, the Researcher must notify her/his line manager and/or the organisation(s) immediately. The Researcher must report any accident or injury, arising out of or in the course of her/his activities at the organisation(s) and make appropriate records and statements as required.
  5. Adverse events or incidents arising from the research should be reported immediately in compliance with the policies of the organisation(s).

1. **Confidentiality**

Information concerning the Facilities is confidential and must not be disclosed under any circumstances. The Researcher must treat all material connected with her/his presence in the organisation(s) in accordance with the NHS Confidentiality Code of Practice and the Data Protection Act 2018 (which covers information concerning individuals stored in any systems belonging to the organisation(s)). Unauthorised disclosure could lead to prosecution under the terms of the Act.

1. **Legal Claims**
   1. The research sponsor and provider organisation(s) agree to indemnify the Researcher for any claims in negligence in respect of those patients of the organisation(s) to whom the Researcher provides care and treatment when performing duties in accordance with this Agreement.
   2. The organisation(s) takes/take no responsibility for any claims against the Researcher arising from her/his negligent acts or omissions in undertaking agreed programmes of research using the Facilities of the organisation(s) where these are covered by warranties or conditions of any third party contracts signed by the Employer/Place of Study.
   3. The Researcher is advised either to ensure that the Employer/Place of Study maintains adequate indemnity arrangements or, if not, maintains membership of her/his medical defence organisation or has other professional indemnity arrangements in place before starting to use the Facilities of the organisation(s).
   4. The organisation(s) accepts/accept no responsibility for damage to or loss of the Researcher’s personal property.
   5. The organisation(s) accepts/accept no legal liability in respect of any decision it/they may take to terminate this contract pursuant to section 9 below.
2. **Complaints and misconduct**
   1. The Researcher should raise any complaints against the organisation(s) with the Employer/Place of Study.
   2. Complaints or allegations against the Researcher will be dealt with in accordance with the policies and procedures of the Employer/Place of Study. Partnership between the organisation(s) and the Employer/Place of Study will be assured.
   3. The Researcher agrees to comply with any requests for data, information or documents from the organisation(s) or the Employer/Place of Study as part of any investigation of a complaint or of suspected misconduct.
3. **Intellectual Property**

The organisation(s) is/are required by the Department of Health to protect and manage intellectual property arising from Research and Innovation funded by the NHS. The organisation(s) has/have arrangements in place with the Employer/Place of Study relating to ownership and exploitation of intellectual property. All intellectual property outputs from the Researcher’s research activity in the organisation(s), both commercially and non-commercially exploitable, should be declared to the Research and Innovation office of this organisation for our records, e.g. peer-reviewed papers or patents.

1. **Audit**

The Researcher agrees that all research undertaken by him/her may be subject to audit and/or monitoring. The organisation(s) will ensure that all data, records and other materials are kept confidential. The Researcher also agrees that the information about her/his research activity may be listed by the organisation(s) on relevant national databases and incorporated into the Annual Research Report of the organisation(s). This Agreement will be subject to random checks as part of the research and innovation audit activity of the organisation(s).

1. **Duration and Termination**
   1. The organisation(s), the Researcher or the Employer/Place of Study may request that this Agreement is reviewed in order to confirm the Researcher’s status as a Researcher.
   2. Subject to 9.3 and 9.4 below, the organisation(s) reserves/reserve the right to terminate this Agreement upon giving one month’s written notice.
   3. In the event that the Researcher fails to comply with the requirements of this Agreement, the organisation(s) reserves/reserve the right to:
      1. terminate the Agreement forthwith without notice and refuse the Researcher access to the Facilities of the organisation(s); or
      2. require the Researcher to submit to an agreed training programme as a condition of being allowed to continue to have access to the Facilities of the organisation(s); or
      3. require that this Agreement is suspended subject to investigation by the Employer/Place of Study in conjunction with the organisation(s). The Employer/Place of Study and the organisation(s) will endeavour to complete the investigation within 20 working days and the Researcher will be notified regarding termination or reinstatement of the contract.
   4. In the event that the researcher ceases to be suitable for undertaking regulated activity, the Employer/Place of Study undertakes to withdraw the researcher from their activity and terminate their access to the facilities. The organisation also reserves the right to terminate this Agreement forthwith without notice and refuse the Researcher access to the Facilities of the organisation(s).
   5. The organisation(s) agrees/agree that no later than five working days prior to terminating the Agreement in accordance with 9.2 or 9.3 or 9.4 above, it will inform the Employer/Place of Study of its intention to do so.
   6. The organisation(s) reserves/reserve the right to exclude the Researcher at any time from its premises for whatever reason, pending a decision upon whether it wishes to terminate this Agreement.
   7. It is the obligation of the Researcher to disclose any mitigating circumstances that may affect the Agreement such as a change in criminal record, registration, employment or occupational health status.
2. The Researcher warrants that she/he has the relevant skills and expertise to undertake the research for which she/he is permitted to use the Facilities of the organisation(s) and is supported through suitable professional development programmes or training by the Employer/Place of Study or research sponsor, to ensure that she/he is suitable to undertake research.

**Whereas**

1. The Researcher named in this Agreement (“the Researcher”) is employed by the employing organisation named in this Agreement (“the Employer”) to undertake research, during the course of which the Researcher requires access to the Board(s) named in this Agreement (“the Board(s)”), their premises, patients, their clinical samples, and clinical and personal information (“the Facilities’’). Where independent contractors and their premises are involved with research activity, the Agreement is issued by the host BOARD on behalf of the independent contractors.

**OR**

The Researcher named in this Agreement (“the Researcher”) is studying at the place of study named in this Agreement (“the Place of Study”) to undertake research, during the course of which the Researcher requires access to the Board(s) named in this Agreement (“the Board(s)”), their premises, patients, their clinical samples, and clinical and personal information (“the Facilities’’). Where independent contractors and their premises are involved with research activity, the Agreement is issued by the host BOARD on their behalf of the independent contractors.

1. The Board(s) provide healthcare services to NHS patients, including patients who are protected by the criminal record disclosure arrangements.

1. The Board(s) and Researcher have entered into this agreement whereby the Researcher can have access to the Facilities of the Board(s) to conduct such research as confirmed in writing in the letter of permission for research from this NHS organisation, subject to the conditions below.
2. Status

The title and status of this Honorary Research Contract does not create an employment relationship and attracts no remuneration from the Board(s). Its award will be subject to: a satisfactory criminal record disclosure if the research position is eligible for a check; checks against the Independent Safeguarding Authority (ISA) barred lists, where this is a legal requirement; confirmation of registration with the GMC or other appropriate professional body if the Researcher is required to maintain such professional registration; and confirmation that the Researcher’s health does not constitute a risk to patients of the Board(s), employees of the Board(s) or visitors to the Board(s).

1. Reporting Arrangements

The Researcher shall report to the Principal Investigator/Head of Department named in this Agreement whilst conducting research under this Agreement.

1. Policies and Procedures
   1. The terms and conditions of employment of the Researcher including applicable policies and procedures are determined by the Employer and the Researcher will be carrying out duties at the Board(s) in accordance with the contract of employment with the Employer

**OR**

The rules governing the Researcher’s period of study including applicable policies and procedures are determined by the Place of Study and the Researcher will be carrying out duties at the Board(s) in accordance with those rules.

* 1. In carrying out research under the terms of this Agreement, the Researcher agrees to act at all times in accordance with the policies and procedures of the Board(s) including the Research Governance Framework, copies of which are available upon request.
  2. The Researcher is required to co-operate with the Board(s) in discharging relevant duties under the Health and Safety at Work etc Act 1974 and other health and safety legislation and to take reasonable care for the health and safety of himself/herself and others while on the premises of the Board(s). The Researcher must observe the same standards of care and propriety in dealing with patients, staff, visitors, equipment and the premises as is expected of any other contract holder and must act appropriately, responsibly and professionally at all times.
  3. The Researcher agrees to accept any variation to this Agreement necessitated by changes to research and innovation guidance issued by the Department of Health.
  4. In the event of sickness or unavoidable absence, the Researcher must notify her/his line manager and/or the Board(s) immediately. The Researcher must report any accident or injury, arising out of or in the course of her/his activities at the Board(s) and make appropriate records and statements as required.
  5. Adverse events or incidents arising from the research should be reported immediately in compliance with the policies of the Board(s).

1. Confidentiality

Information concerning the Facilities is confidential and must not be disclosed under any circumstances. The Researcher must treat all material connected with her/his presence in the Board(s) in accordance with the NHS Confidentiality Code of Practice and the Data Protection Act 1998 (which covers information concerning individuals stored in any systems belonging to the Board(s)). Unauthorised disclosure could lead to prosecution under the terms of the Act.

1. Legal Claims
   1. The Board(s) agrees/agree to indemnify the Researcher for any claims in negligence in respect of those patients of the Board(s) to whom the Researcher provides care and treatment when performing duties in accordance with this Agreement.
   2. The Board(s) takes/take no responsibility for any claims against the Researcher arising from her/his negligent acts or omissions in undertaking agreed programmes of research using the Facilities of the Board(s) where these are covered by warranties or conditions of any third party contracts signed by the Employer/Place of Study.
   3. The Researcher is therefore advised either to ensure that the Employer/Place of Study maintains adequate indemnity arrangements or, if not, maintains membership of her/his medical defence organisation or has other professional indemnity arrangements in place before starting to use the Facilities of the Board(s).
   4. The Board(s) accepts/accept no responsibility for damage to or loss of the Researcher’s personal property.
   5. The Board(s) accepts/accept no legal liability in respect of any decision it/they may take to terminate this contract pursuant to section 9 below.
2. Complaints and misconduct
   1. The Researcher should raise any complaints against the Board(s) with the Employer/Place of Study.
   2. Complaints or allegations against the Researcher will be dealt with in accordance with the policies and procedures of the Employer/Place of Study. Partnership between the Board(s) and the Employer/Place of Study will be assured.
   3. The Researcher agrees to comply with any requests for data, information or documents from the Board(s) or the Employer/Place of Study as part of any investigation of a complaint or of suspected misconduct.
3. Intellectual Property

The Board(s) is/are required by the Department of Health to protect and manage intellectual property arising from Research and Innovation funded by the NHS. The Board(s) has/have arrangements in place with the Employer/Place of Study relating to ownership and exploitation of intellectual property. All intellectual property outputs from the Researcher’s research activity in the Board(s), both commercially and non-commercially exploitable, should be declared to the Research and Innovation office of this NHS organisation for our records, e.g. peer-reviewed papers or patents.

1. Audit

The Researcher agrees that all research undertaken by him/her may be subject to audit and/or monitoring. The Board(s) will ensure that all data, records and other materials are kept confidential. The Researcher also agrees that the information about her/his research activity may be listed by the Board(s) on relevant national databases and incorporated into the Annual Research Report of the Board(s). This Agreement will be subject to random checks as part of the research and innovation audit activity of the Board(s).

1. Duration and Termination
   1. The Board(s), the Researcher or the Employer/Place of Study may request that this Agreement is reviewed in order to confirm the Researcher’s status as a Researcher.
   2. Subject to 9.3 and 9.4 below, the Board(s) reserves/reserve the right to terminate this Agreement upon giving one month’s written notice.
   3. In the event that the Researcher fails to comply with the requirements of this Agreement, the Board(s) reserves/reserve the right to:
      1. terminate the Agreement forthwith without notice and refuse the Researcher access to the Facilities of the Board(s); or
      2. require the Researcher to submit to an agreed training programme as a condition of being allowed to continue to have access to the Facilities of the Board(s); or
      3. require that this Agreement is suspended subject to investigation by the Employer/Place of Study in conjunction with the Board(s). The Employer/Place of Study and the Board(s) will endeavour to complete the investigation within 20 working days and the Researcher will be notified regarding termination or reinstatement of the contract.
   4. In the event that the researcher ceases to be suitable for undertaking regulated work, the Employer/Place of Study undertakes to withdraw the researcher from their work and terminate their access to NHS facilities. The Board also reserves the right to terminate this Agreement forthwith without notice and refuse the Researcher access to the Facilities of the Board(s)
   5. The Board(s) agrees/agree that no later than five working days prior to terminating the Agreement in accordance with 9.2 or 9.3 or 9.4 above, it will inform the Employer/Place of Study of its intention to do so.
   6. The Board(s) reserves/reserve the right to exclude the Researcher at any time from its premises for whatever reason, pending a decision upon whether it wishes to terminate this Agreement.
   7. It is the obligation of the Researcher to disclose any mitigating circumstances that may affect the Agreement such as a change in criminal record, registration, employment or occupational health status.
2. The Researcher warrants that she/he has the relevant skills and expertise to undertake the research for which she/he is permitted to use the Facilities of the Board(s) and is supported through suitable professional development programmes or training by the Employer/Place of Study or research sponsor, to ensure that she/he is suitable to undertake research.

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