

**Compliance Team – Health Records**

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## FOI REQUEST NUMBER 106 2015

**Request:**

I wish to know on what basis PHD students are 'engaged' by the Trust. Are they employees paid a salary with fees paid by the Trust, for example?

What is the pay scale on which they're paid, and what are the conditions of service attached to the role?

Are they subject to the same disciplinary procedures as any other employee?

**Response:**

All academic students engaged with the Trust on placements linked to their studies are employed on an honorary basis. There are no paid salaries attached to honorary contract roles. However, the Trust may reimburse any reasonable costs incurred by an honorary contract holder during the course of their duties.

**Disciplinary procedures for honorary contract holders is covered within the following paragraph of the contract:**

"You must adhere to Standards of Business Conduct and act, at all times, in accordance with the Trust's Policies, Procedures and Guidance, including Standing Financial Instructions. No materials or goods, which are the property of the Trust, are to be removed from the Trust's premises unless it is within the normal course of duty and the necessary authorisation has been obtained from your supervisor as detailed above.

The acceptance of gifts and/or hospitality is strictly forbidden."

**Other terms and conditions are set out as follows:**

"Terms and Conditions

The Trust accepts no responsibility for damage or loss of personal property on health service's

premises. You are, therefore, recommended to take out an insurance policy to cover your personal property.

Within the provision of the Health and Safety Act 1974, you are reminded that you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and you are required to comply with various Trust and Department health and safety regulations and policies. You must in your own interests report any personal accidents or injury, however trivial or potential hazards to the person under whose supervision you are working. Within the provisions of the Act, Norfolk and Suffolk NHS Foundation Trust accepts responsibility to prevent accidents to and to protect and promote the health and safety of its workers.

Although you are not an employee of Norfolk and Suffolk NHS Foundation Trust, the Trust recognises certain legislative obligations to you and, while you are legitimately engaged on activities within the Trust, will owe you the same duty of care as to its own employees.

The Trust accepts liability in respect of your acts and omissions to the degree that those acts and omissions were carried out whilst working on behalf of the Trust, as authorised by the Trust and in accordance with this contract and the terms of your engagement. You must observe the same standards of care and propriety in dealing with patients, staff, visitors, equipment, finances and premises as is expected of any other contract holder. You must also act appropriately and responsibly at all times.

You must adhere to Standards of Business Conduct and act, at all times, in accordance with the Trust's Policies, Procedures and Guidance, including Standing Financial Instructions. No materials or goods, which are the property of the Trust, are to be removed from the Trust's premises unless it is within the normal course of duty and the necessary authorisation has been obtained from your supervisor as detailed above.

The acceptance of gifts and/or hospitality is strictly forbidden.

Any matters of a confidential nature, in particular information relating to the diagnosis and treatment of patients, individual staff records and details of any financial information (including contract prices and terms) must under no circumstances be divulged or passed on to any unauthorised person or persons.

If, as an Honorary Contract holder, you handle patient or staff related information or commercially sensitive information stored on Trust computers, you must ensure that the information remains on a Trust owned computer and is not transferred to computers owned by other organisations without appropriate authorisation.

The data to which you are allowed access must remain confidential and must be used only for the agreed project. The data is and remains the property of Norfolk and Suffolk NHS Foundation Trust, which asserts its rights in all respects in relation to the data. On completion of the term of your honorary contract, data is to be returned to Norfolk and Suffolk NHS Foundation Trust, or destroyed by you, in accordance with instructions from the supervisor named above.

Termination of the Honorary Contract

- If you fail to comply with the terms of this agreement;
- Where your conduct is inconsistent with the high standards of work and behaviour expected. “