



**NHS Ipswich and East Suffolk Clinical  
Commissioning Group**

**HONORARY CONTRACT**

<b>DATE:</b>	
<b>NAME:</b>	

**1. COMMENCEMENT**

This honorary contract takes effect on the 5 September 2014.

This honorary contract does not create an employment relationship or a relationship as a worker between you and NHS Ipswich and East Suffolk Clinical Commissioning Group.

**2. MEMBERSHIP**

The membership of the Community Engagement Partnership will be reviewed on an annual basis.

**3. LOCATION**

Your principal place of work for the purposes of this honorary contract is Rushbrook House, Papermill Lane, Bramford, Ipswich, Suffolk, IP8 4DE.

Community Engagement Partnership meetings are held at various locations across Ipswich and East Suffolk.

**4 DUTIES**

As a Member of the Community Engagement Partnership your duties are:

- To attend the Community Engagement Partnership meetings;
- Representing the voices of patients and communities within East Suffolk, ensuring inclusivity of East Suffolk's diverse population;
- Ensuring the voices of patients and communities are listened to and influence commissioning decisions;
- To act with honesty and integrity;
- Working proactively with stakeholders to improve patient outcomes;
- To support the commissioning priorities of Ipswich and East Suffolk Clinical Commissioning Group;



# **Ipswich and East Suffolk Clinical Commissioning Group**

- To support the values and vision of Ipswich and East Suffolk Clinical Commissioning Group, 'involving people...improving health'.

## **5 TERMINATION**

This Honorary Contract may be terminated by either party with fourteen (14) days notice to the other.

## **6 GIFTS AND GRATUITIES**

You are required to comply with NHS Ipswich and East Suffolk Clinical Commissioning Group's rules and procedures governing the acceptance of gifts and hospitalities in connection with your duties under this honorary contract.

## **7 INTELLECTUAL PROPERTY**

For your duties under this honorary contract you will comply with NHS Ipswich and East Suffolk Clinical Commissioning Group's procedures for intellectual property which are in line with 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'. For intellectual property generated under this honorary contract NHS Ipswich and East Suffolk Clinical Commissioning Group will where necessary seek to agree with PrescQIPP, how it should be treated if that organisation has an interest.

## **8 EXPENSES**

Ipswich and East Suffolk Clinical Commissioning Group will reimburse your relevant expenses, including petrol, so please keep a record of your mileage to ensure you are able to claim this. Please send form no later than the fifth of the following month to ensure payment.

## **9 RECORDS AND PROPERTY**

All records created or maintained by the Independent Contractor during the course of its retention under this Agreement shall be and remain the property of the Employer.

## **10 DATA SECURITY**

The CCG as a processor of personal data must work within the provisions of the Data Protection Act 1998. The Contractor must be aware of the eight principles of the Data Protection Act and respect all existing Software Licences, Copyright and Intellectual Property Rights. All Information Communication Technology security policies are available from your manager or the CCG's extranet site. The Contractor hereby consents to the CCG holding and processing his personal data (including sensitive personal data) by signing this Agreement.

## **11 CONFIDENTIALITY**

- a. During the course of your duties you are likely to come into contact with personal information about patients and or staff. Any unauthorised disclosure of such information is regarded as a serious disciplinary offence any may result in dismissal

without notice.

- b. Under the Data Protection Act you and the CCG may be prosecuted for this or be liable for an action for civil damages. Personal information includes name, address, date of birth, gender, photographs or images, description of appearance or characteristic. Because health records are regarded as particularly sensitive and confidential information, they are also subject to Caldicott guidelines. These state that information should only be shared where there is a need to know in relation to the care of the patient.
- c. If in doubt about sharing information always check with the NHS Ipswich and East Suffolk Clinical Commissioning Group supervisor Information Governance Manager.
- d. You are advised to read the Department of health's 'Confidentiality: 'NHS Code of Practice' and ensure that you understand and follow the guidance provided.
- e. Additionally, this agreement may require you to record information about individuals. It is important that this information is recorded as accurately as possible and in the appropriate place. This is a requirement of the Data Protection Act. You may obtain further information from the CCG's Information Governance Officer.
- f. As a public body, the CCG is required to provide information, on request, to the public under the Freedom of Information Act. Any documents, which you produce including letters and e-mails, may be subject to such a request and it is a criminal offence to destroy information in order to prevent disclosure under a Freedom of Information request. You should ensure that you follow the CCG's Policy on the retention and disposal of records.
- g. All of these obligations apply for the duration of this agreement and continue after the agreement has been terminated, regardless of whether the agreement reached its end date, you resign or the agreement was terminated by the CCG. Unless expressly authorised to do so, you may not make any disclosure to any unauthorised person or use any confidential information relating to the business affairs of the CCG. This includes any detail about the CCG's clients and employees, actual, potential or past and all details relating to information held by the CCG.
- h. NHS Ipswich and East Suffolk Clinical Commissioning Group will treat all Data related to you as confidential, will not use or process it other than for a legitimate purpose, and will not disclose it to any third party unless required to do so by law.
- i. We will ensure that all Data is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to Data.
- j. As this is an honorary contract you agree to the exchange of Data between NHS Ipswich and East Suffolk Clinical Commissioning Group and PrescQIPP in respect of all matters relating to your work under this honorary contract.



- k. NHS West Suffolk Clinical Commissioning Group's Data Protection Policy applies.

## **12 HEALTH AND SAFETY**

The CCG attaches the greatest importance to health and safety with the provision of proper services where personal injuries to health can be kept to a minimum. The Contractor has a duty to take reasonable care to avoid injury to themselves and to others and to co-operate with the CCG in meeting its obligations and in particular its obligations under Health and Safety at Work legislation. If during the course of their members duties you are involved in an unusual occurrence or incident or injure yourselves, anyone else on the premises or a patient, – no matter how slightly – the matter must be reported to the CCG without delay.

## **13 EQUALITY OF OPPORTUNITY AND DIVERSITY**

The CCG is committed to Equality of Opportunity and Diversity. The Contractor has a personal responsibility to treat colleagues, patients and visitors with respect. In order that the CCG may maintain a positive work environment, the member must not engage in, or permit any sexual, racial or other harassment or unlawful discrimination against any person whilst undertaking their duties a member of the Ipswich and East Suffolk CCG Community Engagement Partnership.

## **14 FAIR PROCESSING**

All information provided by you to the CCG in relation to your employment will be processed in accordance with the Data Protection Act 1998.

## **15 NO SMOKING POLICY**

The CCG is a 'No Smoking' organisation smoking is not permitted in or on any CCG property (buildings and grounds). Premises that are not owned by the CCG but where there are employees working are also covered. Smoking is not permitted in official vehicles and those owned by the CCG, nor the interior of private cars whilst on CCG premises. You are required to observe this Policy at all times.

## **16 BRIBERY ACT 2010**

During the course of your duties you must not offer, promise, give, request, agree to receive, or accept any bribes:

- when conducting company business; or
- when representing the organisation in any capacity.

A bribe means a financial payment or other form of reward or advantage, whether direct or indirect, that is intended to induce or influence, or has the effect of inducing or influencing, an individual, company or public body to perform their functions, including

- not acting impartially; and
- not acting in accordance with a position of trust.

You must comply with the CCG's anti-bribery policy and procedures that are in force from time to time and with all applicable bribery and corruption laws.

You have a duty to report any suspicious conduct that may amount to a bribe being offered, promised, given, requested or accepted (either involving you or another employee or person acting for, or on behalf of, the organisation) immediately to the relevant individuals within the organisation in accordance with the anti-bribery policy and procedures.

If the CCG suspects you of bribery, it is entitled to terminate this arrangement without notice or pay in lieu of notice, without prejudice to any rights or claims it may have against you, if it is found by the organisation, or any other relevant public or legal authority, that you are guilty of bribery.

## 17 ACCEPTANCE AND DECLARATION

I hereby accept the terms and conditions of this Agreement, which may be subject to amendment following review from time to time and by agreement of the Contractor.

<b>Signed by the Contractor:</b>	
Name:	
Date:	
<b>Signed on behalf of the CCG:</b>	
Name:	
Position:	
Date	

**This document cancels and is in substitution for all previous letters of engagement, agreements or arrangements relating to the provision of the Services between the CCG and yourself, all of which shall be deemed to have been terminated by mutual consent.**