

# Example statement of agreement between the

# scientist’s employer and other training sites

### Aims and purpose

This document sets out the roles and responsibilities in respect of the relationship between the ‘employer’ and any other ‘host organisations’ (training sites providing rotational training) for trainees on the Scientist Training Programme.

### Introduction and background

Trainee healthcare scientists are employed by an NHS Trust or other provider and undertake a three-year training programme of work based and academic learning as part of an accredited master’s degree delivered by HEIs commissioned by the NHS. Curricula for the academic and work-based components are published by the National School of Healthcare Science. Higher Education Institutions and participating work-based training providers are accredited by the National School of Healthcare Science.

Candidates for STP apply for training posts via a national competitive recruitment. After an introductory academic block, they will spend approximately 12 months in clinical rotations from within the themed pathway before spending the remainder of the training period in one specialism within the pathway. A key element of the master’s programme is the inclusion of a generic curriculum including core elements such as professionalism, patient and carer perspectives, ethics and communication skills.

Trainees will be appointed by the ‘Employer’ for the duration of the three-year training programme, as such the employer will assume all the duties and obligations under the contract of employment and relevant employment legislation.

Where the trainee undertakes placement rotations in other Trusts, these Trusts, for the purpose of this agreement, will be defined as the ‘host organisations’. Host organisations will have a duty of care to the trainee and a specific responsibility for their health and safety and wellbeing.

* 1. Trainee responsibility

Trainees appointed by the employer will assume all the duties and obligations under the contract of employment and will be required to adhere to all relevant policies and procedures of the employer and host organisation. Trainees will be reminded of their obligations within the statement of terms and conditions and particular attention will be drawn to compliance with policy in respect to Health and Safety/Risk, Confidentiality, Equality and Diversity and Working Time Regulations.

### Definitions

Employer

An organisation which employs the trainee throughout the three-year training contract and issues the contract of employment. The employer will be the organisation where the trainee commences the training programme.

Host organisation

An organisation which provides work-based training rotational placements for (STP) trainees.

### Duration

The duration of the agreement shall be agreed between the parties and stated in the schedule at the end of the agreement. The maximum duration is three years after which the agreement should be reviewed.

### Employer responsibilities

5.1 The employer will employ all STP Trainees following national recruitment and notification from the National School of healthcare science and will assume employer responsibilities under the employment contract and employment legalisation.

5.2 The employer will undertake pre-employment checks consistent with those set out in the NHS Employers Employment Check Standards.

5.3 The employer will issue Contracts of Employment and a Statement of Terms and Conditions in line with relevant employer legislation.

5.4 The employer will provide induction and will ensure appropriate mandatory and statutory training throughout the training programme.

5.5 The employer will assume responsibility for all employment matters in relation to the trainee throughout the training programme, in particular:

* Pay
* Terms and conditions
* Discipline and grievance
* Working Time Regulations
* Absence
* Payment of expenses

5.6 The employer will assume responsibility for the personal development of the trainee throughout the training programme and in particular will identify and ensure:

* Appraisal/Review
* Assessment
* Mentor
* Training officer

5.7 The employer will provide the necessary information regarding the trainee to the host organisation well in advance of the commencement of the training placement in the organisation.

Such information will include:

* A statement confirming the existence of a Disclosure and Barring Service (DBS) check
* A statement confirming the existence of a satisfactory Occupational Health Check
* A statement confirming the existence of a reference
* A statement confirming satisfactory
* Pre-employment clearance in respect to Right to Work, Identity and Qualifications
* Basic personal details
* Up to date training records using OneFile.

5.8 The employer’s nominated training officer will be the recipient of all reports of absence and changes (as set out in sections 6.6) and will notify the host organisation of contact details.

### Host organisation responsibilities

6.1 The host organisation will assume all responsibilities for the health and safety and wellbeing of the trainee during the period of the rotation and will issue an honorary contract setting out the responsibilities of both the host organisation and the trainee.

6.2 The host organisation will assume the day to day responsibility for the management and supervision of the trainee during the period of the rotation. This will include the appointment and notification of a ‘training supervisor’.

6.3 The host organisation will provide appropriate local induction to ensure that the trainee is introduced to the Trust and able to quickly familiarise themselves with the work environment.

6.4 The host organisation will notify the employer immediately in the event of the resignation of the trainee or any change in circumstance which would affect the pay, terms and conditions or employment of the trainee.

6.5 The host organisation will deal with all informal concerns related to the immediate work environment and will address all informal grievances in accordance with the Employer’s Policy. All matters of formal grievance as defined in the Employer’s Policy will be notified to the employer and the employer will be fully involved with the process and the resolution of such grievances.

6.6 The host organisation will report to the employer, via the training officer, all absences of the trainee including annual leave, sickness absence and special leave.

6.7 The host organisation will notify the employer of all matters of concern in relation to the conduct and capability of the trainee and will co-operate fully with any investigation, disciplinary or performance management process in line with the employer’s policies and procedures.

6.8 The host organisation shall ensure that the hours of work of the trainee meet the requirements of the Working Time Regulations 1998 and where the maximum weekly limit is exceeded the employer will be notified.

6.9 The host organisation undertakes to provide training and supervision to an appropriate standard, based on the training plan provided by the employer and the Scientist Training Programme curriculum for the specialism; in addition, it will provide any mandatory training required.

6.10 The training officer of the employer and the host organisation’s training supervisor will agree

objectives for the trainee and the host organisation will conduct training towards those objectives. The training supervisor will maintain regular contact with the training officer.

6.11 The training supervisor at the host organisation will ensure that all necessary competence assessments are completed, evidence submitted is assessed in a reasonable time, and that records are kept on OneFile.

6.12 The host organisation will provide a summary report to the training officer at the end of the rotation commenting on the trainee’s progress, performance and fitness for practice.

### Liability

Employer liability will be retained by the employer throughout the training period. The liability and insurance arrangements will be consistent with agreed arrangements in respect to hosted trainees set out in Learning and Development Agreements.

### Dispute

If a dispute arises between the employer and the host organisation in relation to this agreement attempts should be made to resolve this by mediation. If this is not successful, referral may be to the local HEE (or country equivalent) healthcare science lead.

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| Schedule |
| Duration of agreement from (date of signature) | To (date of cessation – maximum 3 years, renewable) |
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| Parties to the agreement |
| Employer organisation /Trust and Department | Training officer (name) | Signature | Date |
|  |  |  |  |
| Host organisation/Trust and Department | Training supervisor(name) | Signature | Date |
|  |  |  |  |