

**OUTLINE PROTOCOL
BETWEEN
UNIVERSITY COLLEGE LONDON
AND
BARTS HEALTH CENTRE AT BARTS NHS TRUST
PERTAINING TO THE JOINT MANAGEMENT OF EMPLOYMENT RELATIONS AND
ASSOCIATED MATTERS
FOR
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 Barts Health NHS Trust (hereafter called the Trust") in which 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 shared employee 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

2.6. UCL and the Trust will therefore seek to ensure joint co-operation in their dealings with the

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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.

1377.71.

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 emf oen-8 475[o]0 1Lang (en-8 4)-3(a11)5(i)5(t)t(ni)6(sati(a)13(t)-

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