**CONTRACT FOR AN APPOINTMENT FOR TRAINING**

#### BETWEEN

**[NAME OF APPOINTEE]**

**And**

**[NAME OF ORGANISATION]**

**(Hereinafter referred to as the Trust)**

**Issued [INSERT DATE]**

**PREAMBLE**

This document sets out the arrangements that will apply to your appointment for training with the Trust (“the Appointment”). The Appointment constitutes a short fixed term period of shadowing that you will carry out with the Trust prior to commencing the Foundation Programme Year 1 (“F1”). It is entirely separate to F1.

**1. PURPOSE**

1.1 The purpose of the Appointment is to build on your undergraduate training and to provide you with the local knowledge and skills required to provide safe, high quality care to the Trust’s service users from the commencement of your F1 role. You will be required to shadow clinical activity relating to the F1 role that you will be taking up, and complete the relevant aspects of Trust-based induction to enable you to undertake the ward and clinic-based aspects of the Appointment.

1.2 You are expected to carry out the Appointment to the best of your ability. By the end of the Appointment, you will be expected to be able to:

1. demonstrate that you are familiar with the working environment for your F1 post;
2. describe your responsibilities for safe and effective patient care, including how to seek supervision;
3. demonstrate familiarity with the relevant IT systems and procedures of the Trust; and
4. understand the responsibilities and limitations of your F1 post.

1.3 You will not be required to carry out any substantive duties for the Trust during the Appointment, although you will be encouraged to assume some clinical responsibility and provide assistance with clinical tasks. This might from to time include undertaking some clinical tasks under the close supervision of the current F1 and/or senior doctor, in order to consolidate your learning, but this would not be in any formal capacity.

1.4 During the Appointment you will be expected to follow the Trust’s procedures and standards, including but not limited to those relating to confidentiality, health and safety, equal opportunities and bullying and harassment. You can expect the Trust to deal with you in accordance with its equal opportunities policy.

**2. LENGTH OF APPOINTMENT**

Your appointment is for a fixed term of [four days], commencing on [Date] and terminating without further notice on [Date]. You will have no fixed hours of work but the Trust anticipates that you will be able to attend for up to [8] hours each day.

**3. PLACE OF APPOINTMENT**

The Appointment will take place on the Trust’s premises at [insert address].

**4. SUPERVISION AND SUPPORT**

Your main point of contact during the Appointment is [Name]. Please provide [Name] as much notice of possible if you are unable to attend any part of the Appointment when expected.

**5. NATURE OF APPOINTMENT**

This is a fixed term contract for an appointment for training. It is entirely separate to the F1 position. It will not count as continuous or reckonable service with the NHS or statutory purposes. The appointment for training is not a contract of employment and nothing in this agreement shall create an employment relationship between the parties. It may be cancelled at any time at the discretion of either party.

1. **PAY**

You will be made a payment in respect of the Appointment of £[ ] per day, which will be paid in arrears by credit transfer directly into your bank account [insert payment arrangements e.g. though PAYE payroll, less deductions for tax and national insurance contributions / as a non-taxable net amount]

**7. DEDUCTIONS FROM PAY**

The Trust reserves the right to make all deductions required by law or made with your separate written consent or as needed to recover any overpayments made to you.

**8. INSURANCE**

The Trust will provide adequate insurance cover for you while you are undertaking activities authorised and approved under the Appointment.

**9. PENSIONS**

The Appointment is not pensionable.

**10.** **CONFIDENTIALITY AND WHISTLEBLOWING**

10.1 You must at all times be aware of the importance of maintaining confidentiality of any information gained by you during the course of the Appointment. This may include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and not use or disclose any confidential information to any person for any purpose either during the Appointment or at any time afterwards.

10.2 For the avoidance of doubt, nothing in this agreement shall prejudice any rights that you have or might have under the Public Interest Disclosure Act 1998 and/or any obligations that you have or may have to raise concerns about patient safety and care with regulatory or other appropriate statutory bodies pursuant to your professional or ethical obligations including any obligations set out in guidance issued by regulatory or other appropriate statutory bodies from time to time.

**11. LOSS OR DAMAGE TO PERSONAL BELONGINGS**

No liability can be accepted for loss or damage to personal belongings on the Trust’s premises by burglary, fire, theft or otherwise. You are therefore advised to insure against all such risks.

**12. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than you and the Trust shall have any rights under this agreement and this agreement shall not be enforceable by any person other than you and the Trust.

**13. Governing Law and jurisdiction**

13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Signed for the Trust by:** ......................................................................……….

Name: (block capitals) ………………………………………………..

Job Title:.......................................………………. Date .......................

**ACCEPTANCE**

I …………………………………….. confirm that I have read, understood and accept the attached Contract of Appointment for Training with the Trust.

Signed: ....................................................... Date ..........................................