# [To be put on headed notepaper of the Rotation Provider]

# Dear [ ],

# I am writing to you in connection with the rotation that has been agreed between your employer [insert name of employer] (“Employer”) and [insert name of Rotation Provider] (“Rotation Provider”) under which the Rotation Provider will provide you with a rotation of [insert duration] in [insert] sector of practice (“Rotation”).

# The Rotation will give you additional experience in your foundation training year and to help you to meet all required GPhC learning outcomes and NHS England requirements.

# In consideration of:

## the Rotation Provider providing you with the Rotation; and

## you providing services to support the Rotation Provider as part of your Rotation,

## the terms of the agreement contained in this letter shall be legally binding.

# The agreement may be terminated by the Rotation Provider at any time on written notice to you.

# There is a separate agreement in place between the Rotation Provider and your Employer.

# This agreement confirms the terms and conditions on which the Rotation Provider will provide the Rotation.

# You remain an employee of your Employer and as part of the arrangements between the Rotation Provider and your Employer, you shall attend the Rotation at the [Rotation Provider’s] premises (“Premises”).

# The Employer may revoke permission for you to attend the Premises at any time.

# The terms and conditions of your employment including applicable policies and procedures for matters such as leave, sick pay, absences etc are determined by your Employer in line with your contract of employment with them.

# When in attendance at the Premises, you agree to comply with:

## all relevant clinical, health and safety and information governance policies applicable to the Premises and the particular services you are supporting;

## the security and access arrangements that are notified to you; and

## the Rotation Provider’s uniform policy or expected dress code, as notified to you.

# You will be provided with an induction and orientation at the start of your Rotation, including in policies and procedures relevant to the Rotation. [You will be provided with a copy of the Rotation Provider’s health and safety policy and other relevant policies OR A copy of the Rotation Provider’s health and safety policy and other relevant policies is attached].

# You shall attend at the Premises for the purpose of undertaking such role and duties, including any additional administrative particulars about the role, set out in the annex to this letter as may be supplemented in writing by your Employer and/or the Rotation Provider from time to time (the “Role Particulars”).

# You are not entitled to any remuneration or any other benefits or payments (including but not limited to salary, pension contributions, paid holidays, bank holidays or sick pay) from the Rotation Provider as a result of performing the duties set out in the Role Particulars at the Premises.

# You must take every reasonable care for the health and safety of yourself and of others. You must perform your duties diligently and to the best of your ability and must not intentionally or recklessly interfere with, or misuse, anything provided in the interests of health, safety or welfare.

# Whilst carrying out the duties set out in the Role Particulars at the Premises, you will remain accountable to your Employer for your conduct and behaviour. You confirm that you understand that the Rotation Provider will provide details of any misconduct, breach of polices or other actions giving rise to concern to the Rotation Provider, to your Employer.

# Whilst at the Premises you will properly and diligently follow the reasonable day-to-day instructions of the member of staff identified in the Role Particulars or those instructions given on his/her behalf, in relation to the terms of this agreement.

# If you are unable to provide the duties set out in the Role Particulars for the Rotation Provider at a time when it has been agreed that you were to do so due to sickness or injury, you must inform your Employer [and the individuals identified in the Role Particulars] of the reason for the absence as soon as possible and before your intended time of working was due to commence.

# During your attendance at the Premises you will be covered under the Rotation Provider’s [membership of the NHS indemnity arrangements OR insurance] when you are performing duties in accordance with this agreement and in respect of the care and treatment you provide to patients.

# You must request support with (and only if necessary, decline) any duties or responsibilities for which you do not have the necessary skills, experience, qualification or training by notifying your supervisor at the Rotation Provider as soon as reasonably possible and at all times ensuring that the impact on patient care and safety is minimised.

# The Rotation Provider accepts no responsibility for your personal property whilst on the Premises or for any vehicles parked on the Premises. It is recommended that you make adequate insurance provision to cover your personal property as you deem necessary.

# The Rotation Provider may provide you with information of a confidential nature which is or may be private, confidential or secret, being information or material which is the property of the Rotation Provider. Such information must be treated as confidential and must not be disclosed except in accordance with any statutory or regulatory requirement. This obligation shall continue after the expiry or termination of this agreement.

# You shall comply with the Rotation Provider’s [data protection policy] when handling personal data (including personal data relating to any employee, worker, contractor, customer, client, patient, supplier or agent). You shall also comply with the Rotation Provider’s [IT policy] and [social media policy] [add details of any other relevant policies]. You should review the Rotation Provider’s data privacy notice to understand how your personal data may be handled. You should be aware that unauthorised disclosure of personal data by you may result in the Rotation Provider terminating this agreement with immediate effect and may also lead to personal liability.

# In addition, if you are in breach of any of the terms or conditions of this agreement or if you commit any act which the Rotation Provider reasonably considers amounts to misconduct or to be disruptive and/or prejudicial to the interests and/ or business of the Rotation Provider or may amount to a criminal offence, the Rotation Provider will notify your Employer.

# All copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered) and all other similar proprietary rights (whether registrable or not) in any work or other matter which arises wholly or partly in connection with your work under this agreement shall at all times be the property of the Rotation Provider unless otherwise agreed in writing with you. You shall give all such co-operation and do all such things as the Rotation Provider and/or your Employer may reasonably require to register or to protect each and every such right. You waive all present and future moral rights in any copyright works in favour of the Rotation Provider and agree not to support or maintain nor permit any claim for infringement of moral rights in such copyright works.

# This agreement will automatically terminate on the termination of your current contract of employment with your Employer or on any change to your contract of employment which removes your ability to undertake the Rotation with the Rotation Provider.

# If you are subject to any disciplinary action or investigation by your Employer, regulator or any other employer or similar or any type of suspension or exclusion, you shall notify the Rotation Provider immediately and you shall not attend the Premises unless the Rotation Provider confirms in writing that it wishes you to continue to do so, in accordance with the terms of this agreement.

# The Rotation Provider may remove you from the Rotation where it reasonably considers this necessary, having regard to your conduct or professional suitability. In such circumstances, you shall not attend the Premises unless the Rotation Provider confirms in writing that it wishes you to do so.

# At the end of your Rotation, you will immediately deliver to the Rotation Provider all documents relating to the Rotation Provider’s activities as well as any access fob, laptop, tablet, mobile and any other equipment or other property of the Rotation Provider or any patients which may be in your possession or control.

# You shall either return to the Rotation Provider or, at the Rotation Provider’s election, irretrievably delete any information relating to the business of the Rotation Provider stored on any magnetic or optical disc or memory stick and all matter derived from such sources which is in your possession, custody, care or control outside the Premises.

Please sign the enclosed copy of this letter and return it to [insert position] by [insert date] to indicate your agreement to the terms set out in this letter.

Yours sincerely,

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| --- |
| .................................for and on behalf of [insert name of rotation provider] |
| I hereby agree to the above terms and conditions relating to my Rotation. |
| Signed ................................. |
| by [insert name of foundation trainee pharmacist] |
| Date ................................. |

**Annex**

**Role Particulars**

*[Note: To be reviewed and agreed by the Employer and the Rotation Provider. The points below are taken from the NHSE generic national trainee pharmacist job description (available here:* [*Job Description Person Specification and PAF*](https://london.wtepharmacy.nhs.uk/national-recruitment/job-description-person-specification-and-paf/)*, with references to the “host training organisation” changed to “Rotation Provider”).]*

* + To complete the structured training programme as set out in the training plan and agreed by the Employer and Rotation Provider
	+ To provide delivery of patient care and pharmaceutical services under supervision
	+ To be aware of and work within: procedures and policies of the Rotation Provider, accepted standards of practice, relevant legislation and regulatory requirements
	+ To be responsible for self-directed learning
	+ To demonstrate competence in line with the initial education and training standards for pharmacists
	+ To undertake activities as set out in the NHS England Practice Based Assessment Strategy and record progress in the NHS England e-portfolio
	+ To participate in education and training programmes and other activities to develop knowledge and skills as part of a commitment to continuing professional development
	+ To review progress regularly with the designated supervisor, designated prescribing practitioner or other delegated supervisor
	+ To undertake and support quality improvement processes
	+ To undertake mandatory training as deemed necessary by the Rotation Provider
	+ To practice in accordance with the professional standards set by the GPhC and Statutory Education Bodies (NHS England)
	+ [To participate in weekend, bank holiday and late duty work rotas as required]
	+ To undertake any other duties commensurate with the post