**Standard Rotation Agreement**

Between

**[Employer]**

and

**[Rotation Provider]**

*DRAFTING NOTES:*

*These notes should be deleted from the final agreement before signature.*

*Square brackets indicate text which may need to be deleted if not relevant or where local tailoring may be required.*

*Yellow highlighting indicates where information should be added (if relevant).*

*Drafting notes are included in italics and yellow highlighting to assist with the completion/ tailoring of the template. These should be deleted form the agreement before signature.*

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**This Rotation Agreement** is made on [INSERT DATE]

**Between**

[insert name of the **EMPLOYER**] [incorporated and registered in [England and Wales] with company number [insert number]] whose [registered office OR head office] is at [insert address] (“**Employer**”); and

[insert name of the **ROTATION PROVIDER**] [incorporated and registered in [England and Wales] with company number [insert number]] whose [registered office OR head office] is at [insert address] (“**Rotation Provider**”);

each a **Party** and together the **Parties.**

**BACKGROUND**

(A) In January 2021, the General Pharmaceutical Council (GPhC) published the revised [Standards for the Initial Education and Training of Pharmacists](https://www.pharmacyregulation.org/initial-training).  These new standards introduce important changes to:

* strengthen supervision support, and collaborative working between higher education institutions, statutory education bodies and employers; and
* provide greater emphasis on equality, diversity and inclusion to combat discrimination and deal with health inequalities.

(B) The foundation training year takes place after pharmacy students graduate from an MPharm degree (or in some circumstances is integrated into the undergraduate programme) or following completion of an Overseas Pharmacists Assessment Programme (OSPAP). It consolidates foundation trainee pharmacists’ initial learning and education and offers on-the-job, practical training in a clinical setting or settings, enabling foundation trainee pharmacists to build upon their pharmacy knowledge, understanding, skills and behaviours, and previous experience, and apply them to enhance their knowledge and skills in preparation for registration.

(C) Employers of foundation trainee pharmacists will often work in partnership with an employer in another sector of practice to deliver a rotation that enables the foundation trainee pharmacists to meet all the required GPhC Learning Outcomes and requirements set by NHS England.

(D) This agreement describes both employers’ and rotation providers’ expectations and responsibilities in relation to the training of, and support for, foundation trainee pharmacists.

**Agreed terms**

definitions and interpretation

* 1. In this Rotation Agreement, unless the context otherwise requires the following definitions and rules of interpretation apply:
     1. Capitalised terms have the meanings as set out in the table below.
     2. References to clauses and to Schedules shall be references to clauses and Schedules in this Rotation Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
     3. A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.
     4. The headings in this Rotation Agreement will not affect its interpretation.
     5. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
     6. The Schedules form part of this Rotation Agreement and shall have effect as if set out in full in the body of this Rotation Agreement. Any reference to this Rotation Agreement includes the Schedules.
     7. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
     8. This Rotation Agreement shall be binding on, and ensure to the benefit of, the Parties to this Rotation Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
     9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
     10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
     11. Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
     12. A reference to writing or written includes either letter or email only.
     13. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
     14. A reference to this Rotation Agreement or to any other contract or document referred to in this Rotation Agreement is a reference to this Rotation Agreement or such other contract or document, in each case as varied from time to time.
     15. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

|  |  |
| --- | --- |
| **2006 Act** | the National Health Service Act 2006; |
| **Applicable Law** | all applicable laws, statutes, regulations, codes and directions from time to time in force; |
| **Assessment Strategy** | means the NHS England “Foundation Trainee Pharmacist Programme: Practice-based Assessment Strategy (from 2025/26)”, which is the assessment strategy approach that all sites training a foundation trainee pharmacist in England (and the supervisors based within these training sites) must use to assess foundation trainee pharmacists, or any later version of such strategy that may be published from time to time; |
| **Business Days** | a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| **Business Hours** | between 08:00 and 18:00 on a Business Day; |
| **CEDR** | the Centre for Effective Dispute Resolution; |
| **Charges** | the sums payable for the Services (if any) as set out in Schedule 3; |
| **Commencement Date** | has the meaning set out in clause 2.1; |
| **Confidential Information** | any information or data in whatever form disclosed, which by its nature is confidential (which includes commercially sensitive information) or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked ‘confidential’ (including, financial information, or marketing or development or workforce plans and information, and information relating to Services or products) but which is not Service User Health Records or information relating to a particular Service User, or personal data, or information which is disclosed in accordance with clause 16 in response to an FOIA or EIRs request, or information which is published as a result of government policy in relation to transparency; |
| **Consent** | 1. any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Applicable Laws and/or Guidance for or in connection with the performance of Services; and/or 2. any necessary consent or agreement from any third party needed either for the performance of the Rotation Provider’s obligations under this Rotation Agreement or for the provision by the Rotation Provider of the Services in accordance with this Rotation Agreement, including any registration with any relevant Regulator; |
| **Controller** | has the meaning set out in the Data Protection Legislation; |
| **Data Protection Legislation** | all Applicable Laws connected to data protection or privacy including without limitation the UK GDPR as defined in the Data Protection Act 2018; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and the Privacy and Electronic Communications Directive 2002/58/EC all as retained or amended under UK law; |
| **Designated Prescribing Practitioner or DPP** | a healthcare professional with legal independent prescribing rights who has responsibility for supervision of the Foundation Trainee Pharmacists’ prescribing development and will determine whether the Foundation Trainee Pharmacists have completed the relevant prescribing assessment activities to allow annotation as an independent prescriber on their professional register; |
| **Designated Supervisor or DS** | a registered pharmacist who has overall responsibility for supporting each Foundation Trainee Pharmacist to meet the standards expected of a pharmacist and for determining whether each Foundation Trainee Pharmacist has completed all assessment activities and demonstrated all GPhC Learning Outcomes, and is suitable for registration as a pharmacist; |
| **Disclosure and Barring Service or DBS** | the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012; |
| **Dispute** | has the meaning set out in clause 19.1; |
| **E-portfolio** | the electronic portfolio that NHS England provides to each foundation trainee pharmacist, and which must be used by the foundation trainee pharmacist and supervisors to record completion of the activities described in the Assessment Strategy and to record the practice-based assessment and sign-off of the foundation trainee pharmacist during foundation training; |
| **EIRs** | the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations; |
| **FOIA** | the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation; |
| **Foundation Trainee Pharmacist** | a foundation trainee pharmacist who is, or will be, actively undertaking and participating in a Rotation under this Rotation Agreement and whose name is listed in Schedule 2 and **Foundation** **Trainee Pharmacists** shall be construed accordingly; |
| **Foundation Training Period** | typically a 52 week period of training at the end of which a foundation trainee pharmacist will be able to register as a pharmacist with the GPhC, subject to satisfactorily demonstrating the GPhC Learning Outcomes and completing the registration assessment; |
| **Freedom To Speak Up Guardian** | the individual appointed by the Rotation Provider (where appropriate) and whose identity is communicated to NHS England from time to time, in accordance with the Department of Health and Social Care publication ‘Learning Not Blaming’ available on the government webpage (as may be updated or superseded from time to time); |
| **Good Practice** | using standards, practices, methods and procedures conforming to Applicable Laws and Guidance and reflecting up-to-date published evidence and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a provider and/or member of staff providing services the same as or similar to the Services at the time the Services are provided; |
| **Governing Documents** | a Party’s standing orders, scheme of delegation, and standing financial instructions, and any other such governing documents, as may be updated, replaced, or superseded from time to time; |
| **GPhC Learning Outcomes** | the learning outcomes set out in the *Standards for the initial education and training of pharmacists* published by the GPhC or any future iteration of such outcomes which may be published by the GPhC from time to time; |
| **Guidance** | any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which either Party has a duty to have regard (and whether specifically mentioned in this Rotation Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to either Party by NHS England and/or any other relevant Regulator; |
| **HRA** | Human Rights Act 1998; |
| **Insolvency Event** | the occurrence of any of the following events in respect of either Party: (i) the relevant Party being, or being deemed for the purposes of any Applicable Laws or Guidance to be, unable to pay its debts or insolvent; (ii) the relevant Party admitting its inability to pay its debts as they fall due; (iii) the value of the relevant Party’s assets being less than its liabilities taking into account contingent and prospective liabilities; (iv) the relevant Party suspending payments on any of its debts or announces an intention to do so; (v) by reason of actual or anticipated financial difficulties, the relevant Party commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness; (vi) a moratorium is declared in respect of any of the relevant Party’s indebtedness; (vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the relevant Party; (viii) a composition, assignment or arrangement with any creditor of any member of the relevant Party; (ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the relevant Party or any of its assets; (x) a resolution of the relevant Party or its directors is passed to petition or apply for the relevant Party’s winding-up or administration; (xi) the relevant Party’s directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court of otherwise); or (xii) if the relevant Party suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident; |
| **Intellectual Property Rights** | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world; |
| **Learning Environments** | an environment in which trainees acquire knowledge, information, comprehension or skill by study, instruction or experience in all fields of healthcare, such as an academic-taught learning environment or a work-based learning environment; |
| **Management Issues** | all those matters under an employment contract requiring action, investigation and/or decisions by the Employer including appraisals and performance issues, pay reviews, periods of annual, sick or other leave, absence for any other reason, any complaint about a Foundation Trainee Pharmacist by the Rotation Provider (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by a Foundation Trainee Pharmacist (whether or not that would be dealt with under the Employer's grievance procedure); |
| **Milestones** | a date by which a part of the Services is to be completed, as set out in Schedule 1, Part 2; |
| **National Guardian’s Office** | the office of the National Guardian, which provides advice on the Freedom To Speak Up Guardian role and supports the Freedom To Speak up Guardian network; |
| **National Guardian’s Office Guidance** | the example job description for a Freedom To Speak Up Guardian and other guidance published by the National Guardian’s Office, available on the CQC webpage (as may be updated or superseded from time to time); |
| **NETS** | the online National Education and Training Survey published by NHS England for all learners (including foundation trainee pharmacists) from time to time; |
| **NHS England or NHSE** | the body corporate continuing under Section 1H(1) of the 2006 Act, which has responsibility, delegated to it by the Secretary of State, for the planning and delivery of education and training for health care workers and responsibility, delegated to it by the GPhC for the quality of all foundation training sites from 2025 onwards. In the context of this agreement, references to “NHS England” or “NHSE” shall be interpreted as references to the NHS England workforce, training and education (WTE) pharmacy team, as appropriate; |
| **NHS England’s Requirements** | NHS England’s requirements as set out in the Terms of Participation, the Assessment Strategy, the E-portfolio requirements, the Pharmacy Trainee Support Guide and other Guidance, from time to time; |
| **NHS England Education Quality Framework** | the multi-professional education and training quality framework published by NHS England and as amended, replaced or superseded thereafter from time to time, measuring the quality of education and training across Learning Environments in England; |
| **Person Specification** | the person specification for the Designated Supervisor role and/or the Designated Prescribing Practitioner role (as applicable) as set out in the *NHS England Foundation Trainee Pharmacist Programme: Training Site Requirements* or any later version of this guidance which may be published by NHS England from time to time; |
| **Pharmacy Trainee Support Guide** | the “Pharmacy Trainee Support Guide” (August 2024) or any later version of such guidance which may be published by NHS England from time to time; |
| **Premises** | the premises from where the Services shall be provided; |
| **Regulator** | any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including: (i) the Care Quality Commission; (ii) NHS England; (iii) the Department of Health and Social Care; (iv) the National Institute for Clinical Excellence; (v) Healthwatch England and Local Healthwatch; (vi) the UK Health Security Agency; (vii) the General Pharmaceutical Council; (viii) the Healthcare Safety Investigation Branch; (ix) the Information Commissioner; and any statutory or other body which supersedes or replaces any such body; |
| **Rotation** | any suitable supervised clinical, practical or other learning experience in a workplace environment provided, conducted or arranged by the Rotation Provider in accordance with this Rotation Agreement as part of the Services; |
| **Rotation Days** | means days that have been agreed as days which the relevant Foundation Trainee Pharmacist will spend on Rotation; |
| **Services** | the services described in Schedule 1, Part 1; |
| **Service Users** | individuals receiving pharmaceutical or other related services from the Rotation Provider; |
| **Sub-Contract** | any sub-contract entered into by the Rotation Provider or by any Sub-Contractor of any level for the purpose of the performance of any obligation on the part of the Rotation Provider under this Rotation Agreement; |
| **Sub-Contractor** | any sub-contractor, whether of the Rotation Provider itself or at any further level of sub-contracting, under any Sub-Contract; |
| **Supervisors** | members of Staff who are supervisors for the Foundation Trainee Pharmacists, who may be educational supervisors (for example, a DS and/or DPP) or clinical supervisors; |
| **Staff** | staff of the Rotation Provider who deliver and support the Services; and |
| **Terms of Participation** | The Foundation Trainee Pharmacist National Recruitment Scheme Terms of Participation available here: [Terms of Participation](https://london.wtepharmacy.nhs.uk/national-recruitment/terms-of-participation/) or any later version of such terms as may be published by NHS England from time to time. |

duration

This Rotation Agreement shall commence on [*insert date*] (the “Commencement Date”) and shall continue in force until terminated in accordance with clause 15 (the “Term”).

The Parties shall agree any variations that are required, from time to time, to Schedule 2 in respect of the Foundation Trainee Pharmacists who are undertaking Rotations and to Schedule 1 and to Schedule 3, in accordance with clause 20.

The Services

* 1. In consideration of the payment of [the Charges] OR [the sum of £1 (the receipt and sufficiency of which the Rotation Provider hereby acknowledges)], the Rotation Provider shall provide, or procure the provision of, the Services in accordance with this Rotation Agreement in respect of the Foundation Trainee Pharmacists.
  2. In respect of each Rotation, each Foundation Trainee Pharmacist will remain in the employment of the Employer throughout the period of such Rotation, and nothing in this Rotation Agreement creates, or is intended to create, any employment relationship between any Foundation Trainee Pharmacist and the Rotation Provider, and each Foundation Trainee Pharmacist’s contract of employment with the Employer will remain in full force throughout such period.

The Foundation Trainee Pharmacists are not entitled to receive any salary, pension, bonus or other benefits or payments from the Rotation Provider during, or in relation to, a Rotation but will continue to receive such remuneration and benefits as may be due to them from the Employer.

This Rotation Agreement in no way changes or modifies any existing contract of employment held by a Foundation Trainee Pharmacist with the Employer and current employment rights remain in place for the duration of the Rotation.

* 1. The Parties acknowledge that the Staff (and the Rotation Provider) are not acting as agents of the Employer when carrying out the Services.
  2. The Parties have set out in Schedule 3 any arrangements for the payment of Charges by the Employer for the delivery of the Services or any alternative arrangements that may have been reached by the Parties.

EMPLOYER’s WARRANTIES

* 1. The Employer warrants, represents and undertakes that:
     1. it has full power and authority to enter into this Rotation Agreement;
     2. all necessary approvals and consents have been obtained and are in full force and effect;
     3. the execution of this Rotation Agreement does not and shall not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;
     4. any information provided by the Employer is in all material respects accurate and not misleading, and since its provision there has not been any material change to that information or to the Employer’s position or any developments that would have adversely affected the decision of the Rotation Provider to enter into this Rotation Agreement;
     5. to the best of its knowledge, nothing shall have, or is likely to have, a material adverse effect on its ability to comply with its obligations under this Rotation Agreement.
  2. The Employer further warrants and undertakes to the Rotation Provider that it will inform the Rotation Provider in writing immediately upon becoming aware that any of the warranties, representations and/or undertakings in this clause 4 have been breached or there is a risk that they may be breached.

ROTATION Provider’s warranties

* 1. The Rotation Provider warrants, represents and undertakes that:
     1. it has full power and authority to enter into this Rotation Agreement and to deliver the Services;
     2. all necessary approvals and Consents have been obtained and are in full force and effect;
     3. the execution of this Rotation Agreement does not and shall not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;
     4. any information provided by the Rotation Provider is in all material respects accurate and not misleading, and since its provision there has not been any material change to that information or to the Rotation Provider’s position or any developments that would have adversely affected the decision of the Employer to arrange for the delivery of the Services substantially on the terms of this Rotation Agreement; and
     5. to the best of its knowledge, nothing shall have, or is likely to have, a material adverse effect on its ability to deliver the Services.

The Rotation Provider further warrants and undertakes to the Employer that it will inform the Employer in writing immediately upon becoming aware that any of the warranties, representations and/or undertakings in this clause 5 have been breached or there is a risk that they may be breached.

EMPLOYER’s Responsibilities

The Employer shall:

* + 1. appoint a lead for the Services, such person as identified in Schedule 1.. That person shall have authority to act on behalf of the Employer in all matters relating to this Rotation Agreement. Where the Employer appoints a new lead during the Term, it shall notify the Rotation Provider of such appointment as soon as reasonably practicable;

Facilitation and assessment of practice learning

* + 1. agree with the Staff involved in the facilitation and assessment of practice the expected requirements in terms of experiences and learning outcomes to be demonstrated and assessed;

Health and Safety, Occupational Health and Disclosure and Barring Service (DBS)

* + 1. ensure that all Foundation Trainee Pharmacists are medically fit to be trained, including having received any screening, immunisations and vaccinations deemed necessary by programme standards set out by Applicable Laws and Guidance including applicable Department of Health and Social Care guidance;
    2. arrange for any necessary work-related checks and clearances, such as occupational health checks, right to work checks, Regulator checks, DBS checks (including enhanced checks, DBS adult first checks and checks of the DBS “barred lists” where appropriate) to be undertaken in accordance with Applicable Law and Guidance and require disclosure from the Foundation Trainee Pharmacist of any criminal convictions that might not be disclosed under the DBS checks;
    3. receive and evaluate the outcome of the checks and requests for clearances described at clause 6.3.2 above, and take any necessary action in relation to any Foundation Trainee Pharmacist before that Foundation Trainee Pharmacist commences a Rotation. The Employer shall confirm to the Rotation Provider that the necessary checks have been performed and are up-to-date;
    4. identify whether any reasonable adjustments are required for any of the Foundation Trainee Pharmacists in undertaking education and training Services and ensure that those reasonable adjustments have been made prior to any such Foundation Trainee Pharmacists commencing a Rotation;
    5. ensure that the Foundation Trainee Pharmacists have received any mandatory training in accordance with NHS England’s requirements (as set out in the Terms of Participation, for example) or any other relevant Regulator’s requirements, from time to time, as agreed with the Rotation Provider and in accordance with the Employer’s requirements.

Rotation Provider Responsibilities

* 1. The Rotation Provider shall deliver the Services so as to meet the Milestones specified in Schedule 1, Part 2.
  2. The Rotation Provider shall appoint a lead for the Services, such person as identified in Schedule 1. That person shall have authority to act on behalf of the Rotation Provider in all matters relating to the Services. The Rotation Provider shall use all reasonable endeavours to ensure that the same person acts as the Rotation Provider's lead for the Services throughout the Term, but may replace that person from time to time where reasonably necessary in the interests of the Rotation Provider's business. Where the Rotation Provider appoints a new lead for the Services during the Term, it shall notify the Employer of such appointment as soon as reasonably practicable.
  3. The Rotation Provider shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Employer’s premises and the Employer shall make the Rotation Provider aware of any such requirements in advance.
  4. The Rotation Provider undertakes to fulfil the obligations of its roles and responsibilities as set out in the NHS England Education Quality Framework and the terms of this Rotation Agreement, including demonstrating leadership accountability for educational governance within the organisation such as at board level, senior leadership level or equivalent that ensures effective accountability for continuous improvement of quality and performance.
  5. The Rotation Provider shall ensure that any person undertaking the Designated Supervisor role and/or the Designated Prescribing Practitioner role meets the Person Specification for that role.
  6. The Rotation Provider shall provide the Services:
     1. with all due skill, care and diligence using appropriately experienced, qualified and trained personnel;
     2. in accordance with Good Practice and more particularly in accordance with the NHS England Education Quality Framework;
     3. in accordance with all relevant regulatory requirements of any Regulator in respect of the Services;
     4. in compliance with Applicable Laws and Guidance (including the holding and maintaining of all necessary licences, authorisations, Consents and permissions in order to ensure compliance in all respects with its obligations under this Rotation Agreement);
     5. using all reasonable endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of the Employer or the NHS in any material respect; and
     6. in a manner which does not infringe the Intellectual Property Rights of the Employer or any third party.
  7. The Rotation Provider shall perform the Services in compliance with:
     1. all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
     2. any equality and diversity policies of the Rotation Provider; and
     3. the HRA as if it was a public authority for the purposes of that Act.
  8. Where appropriate, the Rotation Provider shall ensure invoices are sent to the Employer in a timely fashion, in accordance with Schedule 3.
  9. The Rotation Provider shall ensure that there is responsibility for compliance with this Rotation Agreement at the highest governance level within its organisation for healthcare education and training.

The Rotation Provider shall:

Facilitation and assessment of Learning

* + 1. identify and appoint a sufficient number of Supervisors to enable the Services to be provided in all respects and at all times in accordance with this Rotation Agreement and to meet GPhC and NHS England requirements. The Rotation Provider is responsible for the management of Supervisors;
    2. enable Supervisors to participate in education and training events such as assessments;
    3. ensure Supervisors have the appropriate time built into their job plans, roles, and workload to undertake their role appropriately as a Supervisor;
    4. ensure Supervisors have access to continuing professional development, specifically in their role as a Supervisor;
    5. ensure that appropriate supervision and clinical education for the Foundation Trainee Pharmacists is provided at all times during the Term. The Rotation Provider must ensure that all Supervisors meet the NHS England Education Quality Framework and Regulator requirements on supervision;
    6. fully integrate education and training into the Rotation Provider’s plans for clinical services;
    7. ensure that all relevant Staff are competent to support the Foundation Trainee Pharmacists’ learning and assessment and meet the General Pharmaceutical Council’s and NHS England’s requirements, including the Person Specification for their role where appropriate;
    8. ensure that all relevant Staff have appropriate educational responsibilities included in their job descriptions and appropriate competencies defined in their job specifications;
    9. support and enable each Foundation Trainee Pharmacist to undertake activities aligned to the NHS England Assessment Strategy;
    10. ensure that the Foundation Trainee Pharmacists receive feedback on their performance in a time frame appropriate to the activity performed to address the agreed experiences and learning outcomes intended to be met during the Rotation. Feedback shall be provided using relevant supervised learning events and other feedback tools;
    11. subject to Clause 20, immediately notify the Employer of any Service provision changes that might affect the Foundation Trainee Pharmacists’ ability to meet the learning outcomes agreed with the Employer and offer alternative Rotations if possible;
    12. ensure that the assessment of the Foundation Trainee Pharmacists is undertaken in line with the NHS England Assessment Strategy and recorded within the Foundation Trainee Pharmacists’ E-portfolios;
    13. make appropriate and sufficiently qualified Staff available to ensure the Foundation Trainee Pharmacists receive an educationally relevant experience through effective facilitation of, and assessment during, Rotations. This will allow the development and testing of the competencies required to meet the agreed experiences and learning outcomes;
    14. encourage and support sufficient and appropriate Staff to undertake education, development and assessment activities in relation to the Rotations;
    15. ensure that Employer staff are granted access to the Foundation Trainee Pharmacists on Rotation at the Premises if reasonably required, provided that the Employer gives reasonable notice to the Rotation Provider;
    16. encourage and support Staff to participate in any disciplinary and/or appeals process relating to a Foundation Trainee Pharmacist at the invitation of the Employer;
    17. make available facilities to support Foundation Trainee Pharmacists undertaking Rotations in their clinical practice and/or service areas, including access to multi professional learning resource centres and information services where available;
    18. ensure that the Foundation Trainee Pharmacists have, where reasonably practical, similar work facilities and amenities to those available to Staff;
    19. ensure that all Premises, facilities and equipment are suitable for the performance of the Services and comply with any applicable health and safety legislation; and
    20. provide access to the Premises to NHS England where it is necessary to inspect Rotation provision and to other external approving bodies, including any relevant Regulator.

Health and Safety, Occupational Health and Criminal Records Bureau Screening

* + 1. ensure the health, safety and welfare of the Foundation Trainee Pharmacists undertaking Rotations, as they would for Staff;
    2. provide appropriate information on the Rotation Provider health and safety policy as part of the induction to the Rotation and provide a copy of such policy to the Foundation Trainee Pharmacists and the Employer;
    3. provide appropriate information to the Foundation Trainee Pharmacists about uniform policy or expected dress code and how to raise a matter of concern and enable Foundation Trainee Pharmacists to contact senior Staff efficiently;
    4. notify the Employer of any serious untoward incidents where involvement of any Foundation Trainee Pharmacist calls into question their fitness for training; or incidents which may adversely affect the health or wellbeing of a Foundation Trainee Pharmacist; within a timescale appropriate to the seriousness of the situation and in any event within two (2) Business Days;
    5. satisfy itself that the procedures adopted by the Employer to undertake the checks and clearances are appropriate and accept as valid the DBS checks and occupational health checks carried out by the Employer;
    6. where required, obtain the consent of the Employer and/or the Foundation Trainee Pharmacists to any additional Disclosure and Barring Service checks and/or occupational health checks for the Foundation Trainee Pharmacists that the Rotation Provider may reasonably require. The Parties shall agree which of them shall bear the costs of any such additional Disclosure and Barring Service and/or occupational health checks prior to such checks being undertaken. The Rotation Provider shall ensure that any such requirements for additional checks does not materially delay or inhibit the terms of this Rotation Agreement;
    7. ensure that appropriate processes are in place to ensure the Foundation Trainee Pharmacists self-disclose any relevant information at regular intervals throughout their Rotations;
    8. co-operate with the Employer to make any reasonable adjustments that are required by any of the Foundation Trainee Pharmacists prior to such Foundation Trainee Pharmacists commencing their Rotations;
    9. ensure that appropriate risk assessment processes are in place to ensure the protection, safety, and health and well-being of the Foundation Trainee Pharmacists and Service Users, and to ensure that all tasks undertaken by the Foundation Trainee Pharmacists are suitable and that appropriate equipment is provided;
    10. ensure that appropriate disposable personal protective equipment, in accordance with a risk assessment and which meets the same standards used for Staff, are available for the Foundation Trainee Pharmacists where required during their Rotation. Rotation Providers have the responsibility for this under health and safety requirements, therefore are not permitted to request funding from NHS England or the Employer for the provision of disposable personal protective equipment; and
    11. ensure that each Foundation Trainee Pharmacist has received any immunisations and vaccinations that are required to enable them to undertake the Rotation safely and, where any Foundation Trainee Pharmacist has not received the required immunisations and vaccinations, arrange for such Foundation Trainee Pharmacist to have such additional immunisations and vaccinations as are required. The Parties shall agree which of them shall bear the costs of any such additional immunisations and vaccinations prior to such immunisations and vaccinations being given.

MUTUAL Responsibilities

* + 1. The Rotation Provider and the Employer shall each comply with the following obligations:

Meetings

* + 1. The Employer and the Rotation Provider shall hold regular meetings for the purpose of reviewing the Services and/or discussing any other matters relevant to the Rotations at such intervals as may be agreed between them. Where no schedule has been agreed between them prior to the Foundation Trainee Pharmacists commencing their Rotations, the first meeting between the Employer and the Rotation Provider shall take place within three (3) weeks of the Rotations commencing, at such time and such place as may be agreed by the Parties.
    2. Either Party may at any time, acting reasonably, request a meeting with the other Party to discuss any matter related to this Rotation Agreement, at such time and such place as may be agreed by the Parties.
    3. The Rotation Provider shall procure that its Staff shall attend such meetings as the Employer may reasonably require.

Service User Complaints

* + 1. The Employer and the Rotation Provider shall co-operate in answering any complaints raised by Service Users in relation to Foundation Trainee Pharmacist conduct. The Rotation Provider’s complaints policy shall apply.

Training, Feedback and Quality Assurance

The Rotation Provider and the Employer shall:

* + 1. ensure that, working in partnership, they are compliant with the Guidance from all relevant Regulators including NHS England’s Requirements;
    2. ensure Foundation Trainee Pharmacists receive training by the Rotation Provider on using any equipment specific to the Rotations safely;
    3. provide support to any Foundation Trainee Pharmacist who experiences difficulties during their Rotation, having regard to the Pharmacy Trainee Support Guide;
    4. engage with any quality assurance processes that may be required by NHS England from time to time (including learning audits); and
    5. meet, as appropriate, to consider any feedback that they receive in relation to the Rotation and to monitor:
       1. the delivery of the Rotation against NHSE’s Requirements; and
       2. the progress of the Foundation Trainee Pharmacists against the GPhC Learning Outcomes.

The parties shall draw up and agree any action plan that they consider appropriate and put in place arrangements to monitor the delivery of that action plan.

MANAGEMENT ISSUES

The Employer shall continue to deal with any Management Issues concerning the Foundation Trainee Pharmacists during the Rotations, where relevant following consultation with the Rotation Provider.

Without prejudice to clause 9.1 above, any disciplinary and fitness to practise issues shall be dealt with in accordance with clauses 9.6 to 9.14 inclusive.

The Rotation Provider shall provide any information, documentation, access to its premises and employees, and assistance (including but not limited to giving witness evidence) that the Employer may reasonably request to enable the Employer to deal with any Management Issues concerning the Foundation Trainee Pharmacists.

The Rotation Provider shall have day-to-day control of the Foundation Trainee Pharmacists' activities but as soon as reasonably practicable shall refer any Management Issues concerning the Foundation Trainee Pharmacists that come to its attention to the Employer.

Each Party shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Term relating to the Foundation Trainee Pharmacists or their employment.

Disciplinary Procedure and Fitness to Practise

Each Party reserves the right to remove a Foundation Trainee Pharmacist from a Rotation in any case where such Party reasonably considers it necessary, having regard to the Foundation Trainee Pharmacist’s conduct or professional suitability. The decision to remove a Foundation Trainee Pharmacist from a Rotation shall only be made by appropriate senior members of staff (of a level of seniority to be agreed between the Employer and the Rotation Provider from time to time) and, wherever possible, shall only be made following consultation between the Employer and the Rotation Provider.

Where it is deemed necessary by the Employer or the Rotation Provider (as appropriate), a Foundation Trainee Pharmacist may be removed from participation in a Rotation to allow for the proper investigation of the conduct or professional suitability of that Foundation Trainee Pharmacist. Where such a removal occurs, the investigation shall be carried out by the Employer, and the Employer will take any necessary action, with the co-operation of the Rotation Provider.

Without prejudice to clause 9.6 and clause 9.7, where the Employer or the Rotation Provider (as appropriate) removes a Foundation Trainee Pharmacist from a Rotation, it shall inform the other Party as soon as is reasonably possible that it has taken such action, and shall make a written record of the reasons for taking such action, which shall record all appropriate discussions and consultations and in particular those discussions and consultations between relevant senior members of staff (of a level of seniority to be agreed between the Employer and Rotation Provider from time to time) that resulted in such action being taken.

Where a Foundation Trainee Pharmacist is removed from a Rotation, the Employer shall be responsible for notifying NHS England of such removal.

The Rotation Provider shall co-operate with the Employer in relation to any disciplinary proceedings or fitness to practise proceedings taken in connection with a Foundation Trainee Pharmacist.

The Employer acknowledges that the Rotation Provider’s Staff shall have the right to support a Foundation Trainee Pharmacist in any disciplinary proceedings or fitness to practise proceedings, and shall inform the Employer to ensure adequate support is offered from all parties.

In any case where disciplinary action is contemplated by the Rotation Provider the matter shall be referred to the Employer, and, wherever possible, such referral shall be made within two (2) Business Days by the Rotation Provider.

The conduct of any disciplinary or fitness to practise proceedings will be the sole responsibility of the Employer who shall determine the processes to be followed in accordance with its own, and Regulator, policies and procedures.

The Employer shall be responsible for notifying NHS England and the General Pharmaceutical Council of the outcome of any disciplinary or fitness to practise proceedings, in accordance with their timescales and other requirements for notification, from time to time.

Leave

The Foundation Trainee Pharmacists shall continue to be eligible for sick pay, holiday pay and any other leave-related pay entitlements in accordance with their employment contracts, and shall remain subject to the Employer's approval and notification procedures.

The Employer shall notify the Rotation Provider of any dates on which a Foundation Trainee Pharmacist shall take holiday or other leave, where such dates overlap with the dates of their Rotation.

The Employer shall notify the Rotation Provider if a Foundation Trainee Pharmacist is or shall be absent from work for any reason as soon as reasonably practicable. The Rotation Provider may agree a process with the Foundation Trainee Pharmacists by which they will notify the Rotation Provider directly of any absence, in addition to notifying the Employer.

INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS

The Employer assigns to the Rotation Provider with full title guarantee all Intellectual Property Rights created by the Foundation Trainee Pharmacists during the course of any Rotation and all materials embodying such rights to the fullest extent permitted by law, and will at the Rotation Provider's request provide those materials and execute all further documentation necessary to effect and confirm the Rotation Provider's ownership of those rights.

The Employer shall ensure that each Foundation Trainee Pharmacist has validly waived in writing all their moral rights arising under Part I of the Copyright, Designs and Patents Act 1988 in respect of all works that may be created by them in the course of undertaking the Rotation.

Staff

The Parties agree and acknowledge that the recruitment, retention and continuing professional and personal development of Staff that deliver and support the Services is essential to the successful development of the Foundation Trainee Pharmacists and performance of this Rotation Agreement.

The Rotation Provider shall ensure that it has sufficient, appropriately registered, qualified and experienced pharmacy professionals and/or other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Rotation Agreement.

The Rotation Provider shall ensure that the Staff provide the Foundation Trainee Pharmacists with:

* + 1. proper and sufficient induction and orientation, including in local policies and procedures relevant to the Rotation; and
    2. continuing professional and personal development, clinical supervision, training and instruction;
    3. full and detailed appraisals (in terms of performance and on-going education and training); and
    4. professional leadership appropriate to the Services.

The Rotation Provider shall undertake reviews to ensure that the provisions of clause 12.3 are complied with throughout the Term.

As part of the review process referred to in clause 12.4 and clause 12.7, the Rotation Provider shall seek feedback from the Foundation Trainee Pharmacists in line with any conditions of the General Pharmaceutical Council and/or NHS England, and co-operate with NETS.

The Rotation Provider shall ensure the Staff are able to access education and training (as may be required) to support the provision of the Services in accordance with this Rotation Agreement.

The Rotation Provider shall implement systems and procedures to ensure that its Staff are appropriately monitored, appraised and reviewed in relation to the provision of the Services and shall report any incident affecting any Foundation Trainee Pharmacist immediately to the Employer.

The Rotation Provider shall ensure that all Staff have all necessary permits and/or entitlements to work in England and may do so legally at all times when they are employed or engaged in the provision of Services.

* 1. The Rotation Provider shall at all times:
     1. ensure that, where required, all Staff are subject to a valid enhanced disclosure check undertaken through DBS;
     2. monitor the level and validity of such checks for Staff; and
     3. not employ or use the services of any person who is barred from undertaking relevant activities in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under such Act, as amended from time to time, or whose previous conduct or records indicate that he or she would present a risk to individuals.

The Employer shall notify the Rotation Provider of any information that it reasonably requests to enable it to be satisfied that the obligations set out in clause 12.9 above have been complied with.

If the Rotation Provider ceases to permit any member of Staff to deliver the Services (or would have done had that member of Staff not ceased to deliver the Services) because that member of Staff has, in its opinion, harmed or poses a risk of harm to any person, the Rotation Provider shall provide information about that member of Staff (or former member of Staff) to the Disclosure and Barring Service.

The Rotation Provider shall be entirely responsible for the employment or the engagement and the conditions of service of all Staff including, without limitation, the payment of all remuneration and benefits.

The Rotation Provider shall ensure that its organisation promotes a culture of positivity and responsibility towards healthcare education and training.

The Rotation Provider must:

* + 1. ensure that all Staff meet the requirements of relevant Regulators at all times during the Term;
    2. where it is an NHS Trust or Foundation Trust appoint one or more Freedom To Speak Up Guardians to fulfil the role set out in, and otherwise comply with the requirements of, the National Guardian’s Office Guidance or alternatively identify from a partner provider who the Freedom To Speak Up Guardian is and, in either case, ensure all Foundation Trainee Pharmacists are made aware of their details;
    3. ensure that the Employer is kept informed at all times of the person or persons holding the position identified in clause 12.14.2;
    4. have in place, promote and operate a policy and effective procedures, in accordance with the Freedom to Speak Up Guide, to ensure that Staff and Foundation Trainee Pharmacists have appropriate means through which they may speak up about any concerns they may have in relation to the Services; and
    5. ensure that nothing shall prevent or inhibit, or purport to prevent or inhibit, a member of Staff or a Foundation Trainee Pharmacist from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer and/or by the Rotation Provider, nor from speaking up to any Regulator or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulator or professional body from time to time, nor prejudice any right of that member of Staff or Foundation Trainee Pharmacist to make disclosures under the Employment Rights Act 1996.

Insurance

Without prejudice to its obligations to the Employer under this Rotation Agreement, including its indemnity and liability obligations, the Rotation Provider shall for the Term at its own cost take out and maintain, or procure the taking out and maintenance of, appropriate insurance or indemnity arrangements in respect of:

* + 1. employers’ liability;
    2. clinical negligence, where the provision or non-provision of any part of the Services (or any other services under this Rotation Agreement) may result in a clinical negligence claim;
    3. public liability; and
    4. professional negligence.

The Rotation Provider confirms that the insurance or indemnity arrangements taken out in accordance with this clause 13 adequately cover any losses caused by injury or death to persons (including Foundation Trainee Pharmacists) arising from the provision or non-provision of the Services.

If the proceeds of any insurance or indemnity arrangements are insufficient to cover the settlement by the Rotation Provider of any claim relating to this Rotation Agreement, the Rotation Provider must make good any deficiency.

The Rotation Provider must not take any action or fail to take any reasonable action nor (in so far as it is reasonable and within its power) allow others to take action or fail to take any reasonable action, as a result of which any insurance or indemnity arrangements put in place in accordance with this clause 13 may be rendered wholly or partly void, voidable, unenforceable, or be suspended or impaired, or which may otherwise render any sum paid out under the insurance or those indemnity arrangements wholly or partly repayable.

At the Commencement Date and from time to time thereafter at the reasonable request of the Employer, the Rotation Provider shall produce evidence of the insurances or indemnity arrangements obtained and maintained in accordance with this clause 13 to the Employer.

Indemnity

The Rotation Provider and the Employer (each an “Indemnifying Party”) shall indemnify the other Party (“Benefitting Party”) and keep the Benefitting Party indemnified at all times against any costs, claims or liabilities which may arise or are sustained by the Benefitting Party to the extent they are a direct consequence of any negligence, act or omission and/or breach of this Rotation Agreement by the Indemnifying Party which results in:

* + 1. any claim for, or in respect of, the death and/or personal injury of any employee or agent of the Benefitting Party or any Foundation Trainee Pharmacist;
    2. any claim for, or in respect of, the death and/or personal injury of any third party arising out of or in the course of the delivery of the Services or the Rotation; and/ or
    3. any claim by a Foundation Trainee Pharmacist arising out of or in the course of the delivery of the Services or the Rotation.

The Rotation Provider shall indemnify and keep the Employer indemnified at all times against any costs, claims or liabilities which may arise or are sustained by a third party as a result of any negligence, act or omission of a Foundation Trainee Pharmacist during a Rotation.

Termination

This Rotation Agreement may be terminated immediately by agreement of the Parties where the Rotations are no longer being offered by the Rotation Provider or have ceased to be required by the Employer.

The Employer shall give notice to the Rotation Provider if it no longer requires Rotations for some or all of the Foundation Trainee Pharmacists and any such notice shall be given at least [three (3) months] before the commencement of the relevant Rotations.

The Rotation Provider shall give notice in writing to the Employer if it no longer wishes, or is unable, to provide Rotations for some or all of the Foundation Trainee Pharmacists and any such notice shall be given at least [three (3) months] before the commencement of the relevant Rotations.

This Rotation Agreement may be terminated in whole or in part (i.e. in relation to one or more Rotations) with immediate effect by one Party (“First Party”) giving notice in writing to the other Party where:

* + 1. the other Party commits a serious irremediable breach of, or persistently breaches, this Rotation Agreement which adversely impacts on the First Party;
    2. the other Party commits a material breach of this Rotation Agreement, which adversely impacts on the First Party but is capable of remedy and is not remedied by the other Party within [twenty-one (21) days] of receipt of a notice from the First Party specifying the breach and requiring its remedy; or
    3. a dispute is not remedied to the satisfaction of the First Party within three (3) months of the First Party giving a notice in writing to the other Party requesting its/their remedy; or
    4. the other Party is subject to an Insolvency Event or otherwise its financial position deteriorates so far as to reasonably justify the opinion of the First Party that its ability to give effect to the terms of this Rotation Agreement is in jeopardy.

This Rotation Agreement may be terminated by the Employer in respect of any Rotation where the Foundation Trainee Pharmacist leaves the employment of the Employer or does not want to continue with such Rotation. The Employer shall notify the Rotation Provider of any such termination as soon as reasonably practicable in writing.

In the event of the termination of this Rotation Agreement in whole or in part:

* + 1. the Employer shall notify NHS England in writing of such termination as soon as reasonably practicable; and
    2. the Rotation Provider will be required to share such information as the Employer reasonably deems relevant with any successor organisation.

Any rights or obligations under this Rotation Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Rotation Agreement (including all indemnities), shall continue after expiry or termination.

Termination or expiry of this Rotation Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Rotation Agreement which existed at or before the date of termination or expiry.

At the end of a Rotation, the Employer shall procure that the Foundation Trainee Pharmacist shall return any materials, property or equipment belonging to the Rotation Provider to the Rotation Provider.

Confidential Information

Except as this Rotation Agreement otherwise provides, Confidential Information is owned by the disclosing Party and the receiving Party has no right to use it.

Subject to clause 16.3 and clause 16.4 the receiving Party agrees:

* + 1. to use the disclosing Party’s Confidential Information only in connection with the receiving Party’s performance under this Rotation Agreement;
    2. not to disclose the disclosing Party’s Confidential Information to any third Party or to use it to the detriment of the disclosing Party; and
    3. to maintain the confidentiality of the disclosing Party’s Confidential Information and to return it immediately on receipt of written demand from the disclosing Party.

The receiving Party may disclose the disclosing Party’s Confidential Information:

* + 1. with the written agreement of the disclosing Party;
    2. where required by a court of competent jurisdiction;
    3. to comply with Applicable Laws and Guidance;
    4. to any appropriate Regulator;
    5. to its staff or professional advisers, who in respect of that Confidential Information shall be under a duty no less onerous than the receiving Party’s duty under clause 16.2;
    6. as permitted under any provision of this Rotation Agreement.

The obligations in clause 16.1 and clause 16.2 shall not apply to any Confidential Information which:

* + 1. is in or comes into the public domain other than by breach of this Rotation Agreement;
    2. the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
    3. the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.

The disclosing Party does not warrant the accuracy or completeness of any Confidential Information.

The receiving Party must indemnify the disclosing Party and keep the disclosing Party indemnified against any direct losses suffered or incurred by the disclosing Party as a result of any breach of this clause 16.

The Parties acknowledge that damages may not be an adequate remedy for any breach of this clause 16 by the receiving Party, and in addition to any right to damages the disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 16.

This clause 16 shall survive the expiry or the termination of this Rotation Agreement for a period of 5 years.

This clause 16 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

Data Protection

Both Parties shall comply with all applicable requirements of the Data Protection Legislation. Each Party shall be a Controller for the purposes of this Rotation Agreement.

Freedom of Information

Where a Party receives a request for information (the “Disclosing Party”) which is covered by the FOIA and/or the EIRs and which is held on behalf of the Disclosing Party by the other Party, then the other Party shall provide the requested information to the Disclosing Party within a reasonable timescale where necessary to enable the Disclosing Party to comply with the request for information within the timescales required by the FOIA and/or the EIRs.

Where the Disclosing Party receives a request for information which is covered by the FOIA and/or the EIRs and which relates to the other Party’s Confidential Information (the “Requested Information”), the Parties shall comply with the procedure set out in clauses 18.2.1 to 18.2.6 below:

* + 1. subject to clause 18.2.4, the Disclosing Party shall before making any disclosure of the Requested Information and as soon as reasonably practicable after receiving an FOIA or EIRs request notify the other Party of the receipt of such request and of the nature and extent of the information covered by the request;
    2. following notification under clause 18.2.1, the other Party may make representations in writing to the Disclosing Party as to whether and on what basis the Requested Information is covered by any exemption in the FOIA or EIRs and should not therefore be disclosed, including where relevant any representations as to the balance of the public interests in disclosure and non-disclosure. Such representations shall be provided to the Disclosing Party no later than five (5) Business Days following the notification under clause 18.2.1 and any representations received after this time shall not be taken into account by the Disclosing Party;
    3. the Disclosing Party shall reasonably consider any representations and recommendations made by the other Party under clause 18.2.2 before reaching a decision on whether it must and will disclose the Requested Information. However, the Parties acknowledge that in all cases it is for the Disclosing Party (having full regard to any guidance or codes of practice issued by the Information Commissioner or by a relevant Government Department) to determine whether it is obliged to disclose the Requested Information under FOIA and EIRs including where the public interest lies in relation to disclosure;
    4. the Disclosing Party shall not notify the other Party under clause 18.2.1 where the Disclosing Party has already decided that it does not intend to disclose the Requested Information because FOIA or EIRs does not apply to the request or an exemption under FOIA and the EIRs can be applied;
    5. if the Disclosing Party takes a decision to disclose the Requested Information, it shall notify the other Party of this decision not less than twenty-four (24) hours in advance of the disclosure being made; and
    6. for the avoidance of doubt references to the Requested Information under this clause 18.2 shall include both queries as to whether the other Party’s Confidential Information exists and requests for the disclosure of the other Party’s Confidential Information.

Save as set out in this clause 18, the Parties agree that the terms of this Rotation Agreement are not confidential.

Neither Party shall make any announcement that is calculated to or that does harm the reputation or legitimate interest of the other Party. This clause 18.4 shall not prevent either Party from making comments in good faith on a matter of public interest, or from making disclosures required by FOIA, EIRs or any other legislative or regulatory requirements.

Disputes

If a dispute arises out of or in connection with this Rotation Agreement or the performance, validity or enforceability of it (“Dispute”) then except as expressly provided in this Rotation Agreement, the Parties shall follow the procedure set out in this clause 19:

* + 1. either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“Dispute Notice”), together with relevant supporting documents. On service of the Dispute Notice, the Employer’s authorised representative and the Rotation Provider’s authorised representative shall attempt in good faith to resolve the Dispute;
    2. if the Employer’s authorised representative and the Rotation Provider’s authorised representative are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Employer/ an employee of similar rank or an employee authorised to act on his/ her behalf and the Chief Executive of the Rotation Provider/ an employee of similar rank or an employee authorised to act on his/ her behalf who shall attempt in good faith to resolve it; and
    3. if the Chief Executive of the Employer/ the employee of similar rank or the employee authorised to act on his/ her behalf and the Chief Executive of the Rotation Provider/ the employee of similar rank or the employee authorised to act on his/ her behalf are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the Parties shall notify NHS England of the Dispute and request NHS England to assist them in resolving the Dispute;
    4. if the Parties are unable to resolve the Dispute in accordance with clause 19.1.3 within fourteen (14) days of NHS England becoming involved in trying to resolve the Dispute, they shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (“ADR notice”) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than fourteen (14) days after the date of the ADR notice.

No Party may commence any court proceedings under clause 32 (Jurisdiction) (in relation to the whole or part of the Dispute) until thirty (30) Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

If the Dispute is not resolved within thirty (30) Business Days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) Business Days, or the mediation terminates before the expiration of the said period, the Dispute shall be finally resolved in accordance with clause 32 (Jurisdiction).

Variation

This Rotation Agreement may be amended in whole or in part at any time by an agreement by the Parties in writing, as per Schedule 4.

Waiver

A waiver of any right or remedy under this Rotation Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A failure or delay by a Party to exercise any right or remedy provided under this Rotation Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Rotation Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and remedies

The rights and remedies provided under this Rotation Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

If any provision or part-provision of this Rotation Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Rotation Agreement.

If any provision or part-provision of this Rotation Agreement is deemed deleted under clause 23.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Entire agreement

This Rotation Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Rotation Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Rotation Agreement.

1. **Conflict**

If there is an inconsistency between any of the provisions of the main body of this Rotation Agreement and the provisions of the Schedules, the provisions of the main body of this Rotation Agreement shall prevail.

1. **No partnership or agency**
   1. Nothing in this Rotation Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
   2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
2. **Third party rights**
   1. Unless it expressly states otherwise, this Rotation Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Rotation Agreement.
   2. The rights of the Parties to rescind or vary this Rotation Agreement are not subject to the consent of any other person.
3. **Notices**
   1. Any notice or other communication given to a Party under or in connection with this Rotation Agreement shall be in writing and shall be:
      1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. sent by email to the address specified for the relevant Party’s lead for the Services in Schedule 1 (or to such alternative address as may be notified in writing to the other Party from time to time).
   2. Any notice or communication shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
      3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
   3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
4. **Assignment, sub-contracting, and other dealings**
   1. Neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Rotation Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
   2. Without prejudice to clause 29.1, sub-contracting any part of this Rotation Agreement will not relieve the Rotation Provider of any of its obligations or duties under this Rotation Agreement. The Rotation Provider will be responsible for the performance of and will be liable to the Employer for the acts and/or omissions of all Sub-Contractors as though they were its own.
   3. Any positive obligation or duty on the part of the Rotation Provider under this Rotation Agreement includes an obligation or duty to ensure that all Sub-Contractors comply with that positive obligation or duty. Any negative duty or obligation on the part of the Rotation Provider under this Rotation Agreement includes an obligation or duty to ensure that all Sub-Contractors comply with that negative obligation or duty.
   4. If the Rotation Provider enters into a Sub-Contract it must ensure that the Sub-Contractor does not further sub-contract its obligations under the Sub-contract without the approval of the Employer.
   5. The Rotation Provider will remain responsible for the performance and will be liable to the Employer for the acts and omissions of any third party to which the Rotation Provider assigns or transfers any obligation or duty under this Rotation Agreement, unless and until the terms of that assignment, or transfer have been accepted by the third party so that the third party is liable to the Employer for its acts and omissions.
5. **COUNTERPARTS AND ELECTRONIC SIGNATURE**
   1. This Rotation Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.
   2. Transmission of an executed counterpart of this Rotation Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed counterpart of this Rotation Agreement.
   3. No counterpart shall be effective until each Party has executed at least one counterpart.
   4. Each Party may sign this Rotation Agreement by electronic signature (whatever form the electronic signature takes) and agrees that this method of signature is as conclusive of the Parties’ intention to be bound by this Rotation Agreement as if signed by each Party’s manuscript signature.
6. **GOVERNING LAW** 
   1. This Rotation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
7. **JURISDICTION** 
   1. Subject to clause 19, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Rotation Agreement or its subject matter or formation.

This Rotation Agreement has been entered into on the date stated at the beginning of it.

**Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF EMPLOYER]**

Signature:

Date:

**Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF ROTATION PROVIDER]**

Signature:

Date:



**SERVICES AND MILESTONES**

**Part 1 The Services**

The Rotation Provider will provide Rotations for the Foundation Trainee Pharmacists in accordance with the terms of this Agreement.

Whether occurring during or after any Rotation, or before or after the Term, the Rotation Provider will use reasonable endeavours to respond in a timely manner to any reasonable queries raised by the Employer relating to a Foundation Trainee Pharmacist or a Rotation and/or to respond to any queries raised by any Regulator touching on this Rotation Agreement.

[*SET OUT ANY INDIVIDUAL FURTHER SERVICES AGREED.*]

|  |  |
| --- | --- |
| **Employer Lead for Services** | **NAME: [ ]**  [*To add the name of the lead for the Services appointed by the Employer in accordance with Clause 6.1.1*]  **EMAIL: [ ]**  [*To add the email of the lead for the Services appointed by the Employer in accordance with Clause 28.1.2*] |
| **Rotation Provider** | **NAME: [ ]**  [*To add the name of the lead for the Services appointed by the Rotation Provider in accordance with Clause 7.2*]  **EMAIL: [ ]**  [*To add the email of the lead for the Services appointed by the Rotation Provider in accordance with Clause 28.1.2*] |

**Part 2 Milestones**

[*To add any agreed milestones to be delivered by the Rotation Provider*].

*e.g.*

*Completion of Rotation induction within 10 Rotation Days from the start of the Rotation*

*Completion of progress reviews at intervals of no less than 20 Rotation Days with feedback provided to the Employer if any concerns with progression identified*

*Completion of agreed assessment activities before the end of the Rotation. These assessment activities will include [insert].*



**FOUNDATION TRAINEE PHARMACISTS**

*[This Schedule should be updated, from time to time, if there is any change to the Foundation Trainee Pharmacists on Rotation. Changes should be agreed by the parties in accordance with Clause 20.]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Foundation Trainee Pharmacist** | **Sector of Practice** | **Rotation Start Date** | **Rotation End Date** | **Period of Rotation** |
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**PAYMENT OR ALTERNATIVE ARRANGEMENTS**

*[This Schedule may need to be updated, from time to time, if the agreement continues in force for more than one financial year/ to cover the provision of rotations to different sets of Trainees. Changes should be agreed by the parties in accordance with Clause 20.]*

Charges

1. The Charges for the Services are *[*£ *to insert] [inclusive or exclusive*] of any VAT that is properly chargeable OR There are no Charges payable by the Employer for the Services.

*[Include paragraphs 2-5 inclusive below, tailored to reflect the arrangements that have been agreed, where payment is being made. Where no payment is being made for the Services the reference to nominal consideration of £1 should be included in Clause 3.1. This sum does not need to be paid.]*

1. The Rotation Provider shall invoice the Employer for the Charges [*insert timing*] OR the Rotation Provider shall invoice the Employer for [*specify percentage*] of the Charges on [*insert timing*] and [*specify percentage*] of the Charges on [*insert timing*].
2. The Employer shall pay each undisputed invoice submitted to it by the Rotation Provider within [30] days of receipt to a bank account nominated in writing by the Rotation Provider.
3. If the Employer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
   1. the Employer shall notify the Rotation Provider in writing as soon as reasonably practicable;
   2. the Employer's failure to pay the disputed Charges shall not be deemed to be a breach of this Rotation Agreement;
   3. the Employer shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;
   4. once the dispute has been resolved, where the Employer is required to make a balancing payment to the Rotation Provider, it shall do so within [ten(10)] Business Days and, where the Rotation Provider is required to issue a credit note to the Employer, it shall do so within [ten (10)] Business Days.
4. If the Employer fails to make a payment due to the Rotation Provider under this agreement by the due date, then, without limiting the Rotation Provider's remedies under clause 15, the Employer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

Alternative arrangements

[*Set out details of any alternative arrangements that have been agreed – e.g. a trainee swap.]*



**VARIATION**

**Change Control Notice Number:**

|  |  |
| --- | --- |
| **Title of Change** |  |

|  |  |  |
| --- | --- | --- |
| **Change Control Notice (CCN to the following agreement):** | | |
| **Agreement name** | | **Date of Agreement** |
| Rotation Agreement | |  |
| **Date Change Requested** | **Date CCN Raised** | **Expiry date of CCN** |
|  |  |  |

|  |  |
| --- | --- |
| **Contact Information for the proposed change** | |
| **Originator** | **Other Party** |
| **Name:**  **Company:**  **Telephone:**  **Email:** | **Name:**  **Company:**  **Telephone:**  **Email:** |

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| --- |
| **Clauses and Schedules affected** |
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| --- | --- | --- |
| **Associated Change Control Notices** | | |
| ***CCN No.*** | ***Name of Agreement*** | ***Date of Agreement*** |
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| **Reason for change** |
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| **Description of Change** |
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| **Changes to agreement** |
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| **Impact of change on other agreement provisions** |
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| **Timetable for implementation** |
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| --- | --- |
| **Acceptance** | |
| **Signed for and on behalf of EMPLOYER** | **Signed:**  **Print name:**  **Title:**  **Date:** |
| **Signed for and on behalf of ROTATION PROVIDER** | **Signed:**  **Print name:**  **Title:**  **Date:** |