

Grace Johnson
Doctoral Student
University of Salford

17th January, 2018

NIHR Clinical Research Network: West Midlands
Unit 1, West Wing
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Dear Grace,

Letter of Access to undertake Research in Primary Care organisations across Arden, Herefordshire and Worcestershire, Birmingham and the Black Country, Shropshire and Staffordshire

This letter is issued on behalf of NHS England by the Clinical Research Network West Midlands¹.

This letter should be presented to each participating organisation before you commence your research at that site. The participating organisation(s) covered by this *Letter of Access* are primary care organisations across Arden, Herefordshire and Worcestershire, Birmingham and the Black Country, Shropshire and Staffordshire where NHS independent contractors and their premises are involved in NHS research activity.

In accepting this letter, each participating organisation confirms your right of access to conduct research through their organisation for the purpose and on the terms and conditions set out below. Please ensure that you have read and understood the terms and conditions described in this letter before you commence the research activity.

This right of access commences on **17.01.2018** and ends on **30.09.2019** unless terminated earlier in accordance with the clauses below.

You have a right of access to conduct such research as confirmed in writing in the Letter of NHS Assurance for Research in Primary Care. You should contact each NHS independent contractor directly to finalise your permission to conduct the research activity at their site. **Please note that you cannot start the research until the Principal Investigator has received both the Letter of NHS Assurance and written permission from the primary care organisation to conduct the research activity at their site.**

The information supplied about your role in research at the primary care organisation(s) has been reviewed and you do not require an honorary research contract with them. We are satisfied that such pre-engagement checks as we consider necessary have been carried out. However the final decision rests with each participating primary care organisation, and evidence of checks should be available on request to the organisation(s).

You are considered to be a legal visitor to the primary care organisation(s) premises. You are not entitled to any form of payment or access to other benefits provided by NHS England or any primary care organisations to employees and this letter does not give rise to any other relationship between you and NHS England or any primary care organisations, in particular that of an employee.

¹ **Pilot for Issuing NHS HR Agreements in Primary Care:**

NHS England Midland and East Region Arden, Herefordshire and Worcestershire, Birmingham and the Black Country and Shropshire and Staffordshire Area Teams are working in partnership with the Clinical Research Network West Midlands to support researchers working in primary care.

While undertaking research through the primary care organisation(s) you will remain accountable to your substantive employer but you are required to follow the reasonable instructions of the organisation(s) or those instructions given on their behalf in relation to the terms of this right of access.

Where any third party claim is made, whether or not legal proceedings are issued, arising out of or in connection with your right of access, you are required to co-operate fully with any investigation by NHS England or the primary care organisation(s) in connection with any such claim and to give all such assistance as may reasonably be required regarding the conduct of any legal proceedings.

Whilst carrying out research the Researcher must act at all times in accordance with the policies and procedures of NHS England and the primary care organisation(s) including the Research Governance Framework, copies of which will be made available upon request.

You are required to co-operate with the NHS England and the primary care organisation(s) in discharging its/their duties under the Health and Safety at Work etc Act 1974 and other health and safety legislation and to take reasonable care for the health and safety of yourself and others while on the organisations premises.

You must observe the same standards of care and propriety in dealing with patients, staff, visitors, equipment and premises as is expected of any other contract holder and you must act appropriately, responsibly and professionally at all times.

If you have a physical or mental health condition or disability which may affect your research role and which might require special adjustments to your role, if you have not already done so, you must notify your employer and each primary care organisation prior to commencing your research role at that organisation.

You are required to ensure that all information regarding patients or staff remains secure and *strictly confidential* at all times. You must ensure that you understand and comply with the requirements of the NHS Confidentiality Code of Practice and the Data Protection Act 1998. Furthermore you should be aware that under the Act, unauthorised disclosure of information is an offence and such disclosures may lead to prosecution. Researchers are not permitted any access to personal identifiable information without the prior informed consent of patients/research participants.

You should ensure that, where you are issued with an identity or security card, a bleep number, email or library account, keys or protective clothing, these are returned upon termination of this arrangement. Please also ensure that while on the primary care organisations premises you wear your ID badge at all times, or are able to prove your identity if challenged. Please note that neither NHS England nor the primary care organisation(s) accept responsibility for damage to or loss of personal property.

NHS England may revoke this letter and any primary care organisation(s) may terminate your right to attend at any time either by giving seven days' written notice to you or immediately without any notice if you are in breach of any of the terms or conditions described in this letter or if you commit any act that we reasonably consider to amount to serious misconduct or to be disruptive and/or prejudicial to the interests and/or business of the organisation(s) or if you are convicted of any criminal offence.

High quality care for all, now and for future generations

You must not undertake regulated activity if you are barred from such work. If you are barred from working with adults or children this letter of access is immediately terminated. Your employer will immediately withdraw you from undertaking this or any other regulated activity and you MUST stop undertaking any regulated activity immediately.

Your substantive employer is responsible for your conduct during this research project and may in the circumstances described above instigate disciplinary action against you.

No organisation will indemnify you against any liability incurred as a result of any breach of confidentiality or breach of the Data Protection Act 1998. Any breach of the Data Protection Act 1998 may result in legal action against you and/or your substantive employer.

Your Research Passport Form may be subject to random checks carried out by NHS England² within the lifetime of the project(s) listed in the Appendix. The information it contains must therefore remain up to date and accurate.

If your current role or involvement in research changes, or any of the information provided in your Research Passport changes, you must inform your employer through their normal procedures. You must also inform your nominated manager in each participating primary care organisation and NHS England through the CRN: West Midlands (Consortium)³. You should also contact NHS England through the CRN: West Midlands (Consortium) if you are approaching the end date of your employment contract and this is due to expire before the end date of your Research Passport.

Yours sincerely,



Pam Devall

CRN: West Midlands Research Delivery Manager (Primary Care)

Working in Partnership:

NHS England Midland and East Region Arden, Herefordshire and Worcestershire, Birmingham and the Black Country and Shropshire and Staffordshire Area Teams and the Clinical Research Network West Midlands

cc:

HR Department of the substantive employer

² Issue of this Letter of Access has been delegated to the CRN: West Midlands (Consortium) by NHS England on behalf of primary care organisations where NHS independent contractors and their facilities are involved in research activity.

³ All correspondence concerning this HR agreement should be directed to the CRN: West Midlands (Consortium) consortium.rmg@uhb.nhs.uk

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