

Name and Address xxxxxxxxx

### Terms and conditions of appointment as a member of an HRA Established Research Ethics Committee, xxxxxxxxxxx (‘the REC’)

**1. Period of appointment**

You are appointed to serve on the REC for a period of up to five years as stated in the covering appointment letter. You may opt to serve less than five years and may do so by expressing this in writing to the HRA REC Manager.

**2. Renewal of appointment**

Six months before the end of the term of appointment you may be offered the opportunity to continue your membership for a further period of up to five years. Alternatively you may apply for membership of another REC. It is not normally permitted for a member to serve for longer than 10 years consecutively on a single NHS REC.

You may serve simultaneously on more than one REC, subject to the agreement of the Appointing Authority.

**3. Resignation**

You may resign from the Committee at any time by giving up to three months’ notice in writing to the Chair of the REC and the REC Manager.

**4. Attendance**

Members must attend two thirds of REC meetings which operationally is 6meetings a year. Where a member is also reviewing Proportionate Review (PR) applications the face to face full meeting standard may be reduced to a minimum of 5. In this circumstance each 4 PR reviews will be counted as a single meeting attendance. You are required to notify the REC Manager in advance wherever possible if you are unable to attend any scheduled meeting.

You may apply to have a break in membership during your term of office. This would need to be approved by the Head of the Research Ethics Service and agreed by the Appointing Authority and would be for a specific time period. Examples of when this may be appropriate would include maternity leave; ill health; working overseas. Attendance requirements for the year would be pro rata and also the term of office would be extended by the same time period.

If you have a named deputy member, you should make arrangements with the deputy member to share responsibility for attendance at the REC. These arrangements should be approved by the Appointing Authority. You should attend at least half of all scheduled meetings and the deputy should attend the remainder.

**5. Attending meetings of other RECs as a co-opted member**

You may from time to time be requested to attend meetings of other RECs as a co-opted member. It is not a condition of your appointment that you agree to such requests, but you are entitled to do so as a duly appointed member of a REC. Attendance at a different REC meeting as a co-opted member can also count towards your annual meeting attendance requirement.

**6. Education and training**

You will be expected to take part in initial and continuing training and education appropriate to the role of a HRA Committee member. One day (at least 5 hours of relevant training must be completed per year). On line training opportunities continue to be developed to facilitate this expectation. You will be required to complete equality and diversity training. This may be at induction or via your host employer if available.

**7. Declaration of interests**

You are required, within four weeks of this appointment, to declare any personal or professional interests that have potential to conflict with the purpose, role or remit of the REC. The purpose of this declaration is to ensure that the functions of the REC can be exercised free of bias that could affect their independence in reaching decisions, and to ensure public confidence in the independence of the REC.

You agree to inform the REC Manager in writing of any changes to your declaration arising throughout the term of the appointment within a period of four weeks from their occurrence. The declaration of interests will be checked with you annually by the REC Manager and will be published in the annual report.

**8. Fitness to practise (where applicable)**

You are required to declare if during the term of your office:

* 1. You become the subject of a fitness to practise investigation or proceedings by a licensing or regulatory body in the UK or in any other country;
  2. You have been removed from the register or if conditions have been made on your registration by a fitness to practise committee or the licensing or regulatory body in the UK or in any other country.

**9. Situations where a potential conflict of interest arises**

You agree to advise the Chair or Vice-Chair appropriately, either prior to or at the meeting of the REC, when a potential conflict of interest arises. You agree to withdraw from any Committee business if requested to do so by the Chair or Vice-Chair. The matter of your withdrawal arising out of a declared potential conflict of interest will be included in the minutes of the meeting at which it occurred.

**10. Confidentiality**

You agree to treat in complete confidence all information disclosed to you by any REC relating to applications for ethical review. This undertaking does not apply to:

* Any information which, at the time it is disclosed to you, is already public knowledge;
* Any information which, after disclosure to you, becomes public knowledge by reason of publication or otherwise, except through your actions in breach of this agreement;
* Any information which you can establish by competent proof was in your possession at the time of its disclosure to you by a REC.

You agree not to use, record or repeat any information relating to the business of a REC, which you are required to keep confidential.

You agree not to make any copies of any document or other material relating to the business of a REC, nor duplicate any information contained therein whether by photographic, electronic or by any other means, except for such documents and material which are public knowledge, ‘save in so far as is necessary for the performance of your duties as the member of the committee’.

The duty of confidentiality also applies to all data held on the HRA Assessment Review Portal (HARP); including keeping your password and log-on information confidential.

HRA Committee members must ensure that all REC papers are disposed of in a confidential manner (shredded). It will be usual for the REC Manager to make these arrangements. Members must not retain REC papers for longer than necessary to consider the final outcome of a study. This applies to both paper and electronic copies of study documents. You agree to notify the REC Manager immediately where you believe any possible breach of this agreement may have occurred, whether such breach was inadvertent or otherwise.

**11. Business Conduct**

You are required to conduct yourself in a manner which positively reflects the activities of the HRA and to treat colleagues, applicants, employees of HRA and other key stakeholders with respect and in an appropriately courteous way. In all circumstances you will be required to work in a way which upholds the reputation of the HRA.

Any contact with or by the media in relation to HRA/REC business should be conducted in line with the HRA Media Policy, any queries from the media in relation to HRA or REC business should be referred to the HRA Communications Team. Any articles in relation to HRA/REC business should be passed to the Communications Team prior to publication.

You are required to notify the HRA with regard to any incident or activity which may adversely reflect on the HRA.

**12. Data protection**

As part of your terms and conditions of appointment you give the appointing authority permission to collect, retain and process information about you, such as age, sex and ethnic origin. This information will only be used so that we can monitor our compliance with the law and best practice in terms of equal opportunity and non-discrimination and is kept on an anonymised basis.

You also give permission to the HRA to collect, retain and process information that is relevant to the responsibilities of a HRA Committee member, such as records of meeting attendance, training and declared interests. The information which has been provided by you in your REC application will be held on file in accordance with the NHS guidance for retention of such documentation.

**13. Publication of membership details**

You are required to have published in the annual report of the REC your full name, profession, affiliation and any interests declared under paragraph 7 above. Your attendance and training details will also be published.

**14. Indemnity and litigation**

You are indemnified by the HRA who will take full responsibility for your actions in the course of the performance of your duties as a member of the REC or as a co-opted member of any other REC constituted by this Appointing Authority, other than those involving bad faith, wilful default or gross negligence.

You are required to notify the Appointing Authority of any action or claim that is threatened or made, and if such an event occurs you will provide assistance as requested in its handling.

**15. Payment of expenses**

You will be paid travel and other out of pocket expenses incurred in attending meetings of the REC or participating in approved training and education. Expenses will be paid in accordance with the policies and procedures of the HRA. There is no remuneration for the position of a HRA Committee member. Members’ expenses payments will be paid by BACS and members will be required to provide their bank details to HRA to enable payments to be made.

Where attendance at an HRA training event or REC meeting leads to loss of earnings for a HRA Committee member, provided evidence of the loss can be supplied, reimbursement may be provided in accordance with HRA policies.

If you are in receipt of any state benefits you are strongly advised to seek advice prior to signing this document (please see the attached information leaflet).

**16. Performance review**

Your performance as a member of the Committee will be kept under review by the HRA. This will include monitoring your attendance at meetings and training events, based on information provided by the REC Manager.

**17. Disqualification**

If you fail to comply with any of the foregoing terms and conditions you may be disqualified from membership of the REC and your appointment may be terminated by the Appointing Authority.

**18. Equality and diversity**

When taking forward your role as a REC member, the HRA expects you to support our culture and approach towards protected groups identified within the Equality Act 2010 and in particular to help us take forward our public duty identified within the Act. To support this aim we particularly require members to undertake equality and diversity training during their membership (once per term of office) and provide us with equality monitoring data when requested. A copy of the HRA Equality and Diversity Policy is available on the HRA website and you are requested to familiarise yourself with its content.

**19. Contact Details**

You are required to have a current email account which can be used to contact you From time to time we may share this email address with a third party working on behalf of the HRA to contact you in relation to HRA business only.

**20. Signatures to the Agreement**

I name xxxxxxxxx have read the above Terms and Conditions of Appointment to the HRA established Research Ethics Committee, xxxxxxxxxxx and accept them.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of Health Research Authority

Signed  Date \_\_\_xxxxxxxxxx \_

**Stephen Tebbutt**

**Board Secretary & Chief Executive Business Manager**