

Appointment as member of the Clinical Advisory Forum: Terms and conditions

- 1. Appointment:** Monitor appoints you as a Member of the Clinical Advisory Forum. You may only act within the powers vested in you by this letter of appointment. You will be required to comply at all times with Monitor's Rules of Procedure relating to corporate governance (which will be provided to you on commencement of your appointment pursuant to paragraph 5 below).
- 2. Duties:** you will be required to carry out the duties set out in the attached role profile, which will form part of the letter of appointment). In carrying out your duties you will be required to exhibit such a degree of skill as may be reasonably expected from a person with your knowledge and experience.
- 3. Legal Status:** the appointment does not create a contract of employment between you and Monitor. It is not within the jurisdiction of Employment Tribunals, and neither is there any entitlement to compensation through employment law.
- 4. Termination of appointment:** your appointment may be terminated at any time on a discretionary basis by either yourself or Monitor, by giving one month's notice in writing. Your notice must be given to the Chair of the Clinical Advisory Forum. If Monitor wishes to terminate your appointment, this will be resolved by the Medical Director (Executive Director of Patient and Clinical Engagement) in conjunction with the Board Secretariat.
- 5. Period of appointment:** your appointment commences on 3 July 2015 and continues for a period of no less than one year.
- 6. Review:** your performance will be reviewed after an appropriate period (to be agreed at the start of your appointment). If, in Monitor's reasonable opinion, the review shows that your performance has not been satisfactory, Monitor may terminate your appointment on giving you two weeks' notice after the review.
- 7. Remuneration:** you are not entitled to remuneration or pension benefits in respect of this appointment.
- 8. Allowances:** you are eligible to claim allowances for travelling and other allowances at the rates set out in Monitor's business expenses policy. A copy of the policy, which requires evidence of expenditure incurred and claimed for, is available on request.
- 9. Attendance:** the anticipated attendance is 6 days per year, inclusive of preparation and travel time. You must notify and keep Monitor informed of any illness or other circumstances which affect your ability to attend or carry out your duties.
- 10. Conflicts of interest:** you must avoid situations in which your role as Member of the Clinical Advisory Forum and any public or private interests conflict, on an actual or potential basis. You will be required to declare any business interests, position of authority in a charity or voluntary body in the field of health and social care.

In accepting this appointment, you confirm that you:

- have no business dealings with Monitor;
- have no criminal convictions; and
- are not an undischarged bankrupt.

11. Public speaking: you should not accept any speaking engagement on matters relating to your role as Independent Member of the Clinical Advisory Forum unless agreed with Monitor.

12. Conduct: you will be bound by Monitor's code of conduct (which will be provided to you on commencement of your appointment).

13. Confidentiality: you will be required to sign a confidentiality agreement in respect of the information you will receive in your role on commencement of your appointment.

14. Gifts and Hospitality: on appointment you will be required to complete and sign the register of interests and declare receipt of any gifts or hospitality. Both the registers of interests and of gifts and hospitality are publicly available on Monitor's website.

15. Variation: no variation or amendment of this agreement shall be valid unless recorded in writing and signed by you and Monitor.

I CONFIRM THAT I ACCEPT THE APPOINTMENT ON THE TERMS AND CONDITIONS SET OUT ABOVE.

NAME (printed): _____

SIGNED: _____

DATE: _____