

Bangor University and

- a) misconduct
 - b) performance of the duties of employment to a satisfactory standard
 - c) assessing medical fitness to undertake all or part of the duties of employment (including consideration of the making of reasonable adjustments under the Disability Discrimination Act 1995 or the Equalities Act 2010 where the obligation to make such adjustments applies)
 - d) attendance.
8. The University and BCUHB acknowledge that each has the following procedures for determining such issues in respect of its relationship with the member of clinical academic staff:

University and NHS Joint Arrangements for the handling of Disciplinary/Appeal Matters and Grievances
University Statutes
All Wales NHS Grievance and Disciplinary policies

9. The University and the NHS body acknowledge that:
- a) there may be occasions on which the University has grounds for considering such action under its appropriate procedures, and BCUHB does not (and *vice versa*);
 - b) there may be occasions on which the University has grounds for considering such action under its appropriate procedures and BCUHB also has grounds for considering action against the same employee under its own appropriate procedures; and
 - c) that, if the University or BCUHB terminates the substantive or honorary contract (as the case may be), the other will need to consider whether, in the light of that termination, the remaining contract can be continued or ought to be terminated

and that, while each case will need to be considered on its own facts, it is appropriate for the University and BCUHB to agree in general terms a framework for the handling of such matters.

10. The University and BCUHB therefore agree that:
- a) the following issues of conduct are matters which would ordinarily fall to be dealt with under the University's disciplinary procedures:
 - any disciplinary issue arising in connection with a clinical academic's University/academic duties
 - b) the following issues of conduct and capability are matters which would ordinarily fall to be dealt with under BCUHB's disciplinary or equivalent procedures:
 - any disciplinary or capability issue arising in connection with a clinical academic's clinical/NHS duties

sanction to be applied on the facts of that case. Representation of BCUHB on the University's panels (and vice versa) does not mean that the BCUHB's representative is deciding whether the NHS's contract with the member of staff is to be terminated (and vice versa).

13. It is agreed between the University and BCUHB that the University is not only indemnified against clinical negligence claims but also in relation to discrimination and other claims arising from the performance of duties for the honorary employer(s) (including legal costs on an indemnity basis).

Redundancy or Re-organisation

14. The University and BCUHB acknowledge that as employers of the clinical academic member of staff, each may wish to take action in respect of redundancy or re-organisation. The redundancy of a clinical academic's substantive employment is covered by the Statutes and subject to the University Redundancy arrangements.
15. In the event that either BCUHB or the University is contemplating the deletion of a post, the non-renewal of a fixed-term contract, or other re-organisation of clinical academic