

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Grampian University Hospitals NHS Trust	03/25/2004
RECEIVING PARTY DATA	
Name:	Grampian Health Board
Street Address:	Foresterhill House
Internal Address:	Ashgrove Road West
City:	Aberdeen AB25 2ZB
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12721095
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	LIP0002US.C1
NAME OF SUBMITTER:	Kathleen A. Tyrrell
Signature:	/Kathleen A. Tyrrell/
Date:	06/14/2013
Total Attachments: 3 source=LIP0002USC1_asg-2#page1.tif source=LIP0002USC1_asg-2#page2.tif source=LIP0002USC1_asg-2#page3.tif	

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**GRAMPIAN UNIVERSITY HOSPITALS NATIONAL HEALTH SERVICE TRUST**

**ORDER UNDER PARAGRAPH 26 OF SCHEDULE 7A TO THE NATIONAL  
HEALTH SERVICE (SCOTLAND) ACT 1978**

The Scottish Ministers, in exercise of the powers conferred by paragraph 26 of Schedule 7A to the National Health Service (Scotland) Act 1978<sup>(a)</sup> and of all other powers enabling them in that behalf hereby provide:

**Commencement**

1. This Order and the transfers provided for by articles 3 and 4 below shall have effect from the beginning of 1st April 2004.

**Interpretation**

2. For the purposes of this Order-

“the Board” means Grampian Health Board;

“Collective Agreement” has the meaning given to it in section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992<sup>(b)</sup>;

“the contracts of employment” means the contracts of employment between the staff transferred by article 4 below and the Trust;

“the Trust” means Grampian University Hospitals National Health Service Trust<sup>(c)</sup>; and

“Workforce Agreement” has the meaning given to it in regulation 2 of the Working Time Regulations 1998<sup>(d)</sup>.

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<sup>(a)</sup> 1978 c.29; Schedule 7A was inserted by the National Health Service and Community Care Act 1990 (c.19), Schedule 6.

<sup>(b)</sup> 1992 c.52.

<sup>(c)</sup> The Grampian University Hospitals National Health Service Trust (“the Trust”) was established by The Grampian University Hospitals National Health Service Trust (Establishment) Order 1998, S.I. 1998/2718; amended by S.S.I. 1999/82 and 2001/350. The Trust will be dissolved and the said Statutory Instruments revoked by S.S.I. 2004/107.

<sup>(d)</sup> S.I. 1998/1833.

#### **Transfer of property, rights and liabilities**

3. All property (excluding heritable property), rights and liabilities of the Trust shall transfer to the Board.

#### **Transfer of staff.**

4. The staff who are immediately before 1st April 2004 employed under a contract of employment with the Trust shall be transferred to the Board.

#### **Provision in relation to contracts of staff transferred**

5. Upon the transfer provided for by article 4 above –

(a) the contracts of employment shall have effect as if originally made between the member of staff and the Board;

(b) all of the Trust's rights, powers, duties and liabilities under or in connection with each of the contracts of employment shall transfer to the Board; and

(c) anything done prior to that transfer by or in relation to the Trust in respect of any of the contracts of employment shall be deemed to have been done by or in relation to the Board.

#### **Termination rights of staff**

6. The provisions of this order are without prejudice to any right of anyone whose contract of employment is transferred by article 4 above to terminate his contract of employment if a substantial change is made to his detriment in his working conditions; but no such right shall arise by reason only of the change in employer effected by this order.

#### **Collective Agreements and Workforce Agreements**

7. Where at the time of the transfer provided for by article 4 there exists –

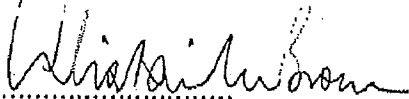
(a) a Collective Agreement made by or on behalf of the Trust with a trade union recognised by the Trust in respect of a member of staff whose contract is preserved by article 5(a) above; or

(b) a Workforce Agreement between the Trust and workers employed by the Trust or their representatives in respect of a member of staff whose contract is preserved by article 5(a) above;

then, without prejudice to any rule of law as to the enforceability of such agreements, that agreement in its application in relation to that member of staff shall, after the transfer, have effect as if made by or on behalf of the Board, and accordingly anything done under or in connection with it, in its application as aforesaid by or in relation to the Trust before the transfer, shall, after the transfer, be deemed to have been done by or in relation to the Board.

#### Redundancy benefits

8. For the avoidance of doubt, where by virtue of the transfer provided for by article 4 above and the provisions of article 5 above, a member of staff has contractual rights against the Board to benefits in the event of redundancy, any benefits provided to the member of staff by virtue of those contractual rights shall be taken as satisfying, to the extent of the benefits provided by virtue of those contractual rights, any entitlement to benefits in terms of any statutory right to redundancy payment the member of staff has against the Board.



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A member of the staff of the Scottish Ministers  
St Andrew's House  
Edinburgh  
25 March 2004