

NHS TERMS AND CONDITIONS FOR THE PROVISION OF UNDERGRADUATE BLENDED NURSING
HEALTH EDUCATION ENGLAND DUE-NORTH CONTRACT REFERENCE DN451356

University of Huddersfield Regions

- North East and Yorkshire
- North West Region
- North Lincolnshire

The Authority	HEALTH EDUCATION ENGLAND 1ST FLOOR, BLENHEIM HOUSE, DUNCOMBE STREET, LEEDS LS1 4PL
The Supplier	The University of Huddersfield Queensgate, Huddersfield HD1 3DH
Commencement Date	1st August 2020
Type of Services	Blended Nursing Degree

This Contract comes into effect on the Commencement Date and commencement of the Services will begin on the Service Commencement Date on the terms and conditions of this Contract, subject always to the terms set out in the schedules listed below ("**Schedules**"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Contract save where a different meaning has been specifically ascribed elsewhere in this Contract.

The Supplier acknowledges that this is a subcontract of services which the Authority is required to supply to its Commissioner under its head contract with the Commissioner, The Supplier acknowledges that it is aware of the General Conditions and Service conditions of the NHS Standard Contract 2018/19 (and as updated nationally from time to time) (the "**Terms**") which the Authority has signed with its commissioner for inter alia the Services. The Supplier shall not by its acts or omissions in providing the Services under this Contract, put the Authority in breach of the Terms, except to the extent that such acts or omissions are at the instruction of the Authority, in accordance with Schedule 5 or otherwise, and subject always to the Authority providing the Supplier with a copy of such Terms.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Requirements and Tender Response Document
Schedule 6	Commercial Schedule
Schedule 7	Staff Transfer
Schedule 8	Expert Determination
Schedule 9	Data Protection Protocol (GDPR)
Schedule 10	Change Control Process

Signed by the authorised representative of THE AUTHORITY

Name:	Calum Pallister	Signature:	
Position:	Head of Finance HEE	Date:	27/11/2020

Signed by the authorised representative of THE SUPPLIER

Name:	Prof P Bissell	Signature:	
Position:	Dean, Human & Health Sciences	Date:	9 November 2020

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 7 to 23 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Term

- 2.1 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire **36 months** from the Actual Services Commencement Date. The Term may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than **60 months** in total subject to HEE annual budget funding for the project.

3 Contract Managers

- 3.1 The Contract Managers at the commencement of this Contract are:

- 3.1.1 for the Authority:

- Henrietta Mbeah-Bankas, HEE, Head of Blended Learning and Digital Literacy Workstream Lead**

- for the Supplier:

- Barry Tolchard – Huddersfield University

4 Names and addresses for notices

- 4.1 Notices served under this Contract are to be delivered to:

- 4.1.1 for the Authority:

- Patrick Mitchell, HEE, Director of Innovation and Transformation**

- 4.1.2 for the Supplier:

- Barry Tolchard – Huddersfield University

5 Management levels for escalation and dispute resolution

- 5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	Authority representative	Supplier representative
1	Patrick Mitchell	Paul Bissell – Huddersfield
2	Henrietta Mbeah-Bankas	Barry Tolchard - Huddersfield
3	Naureen Wilson (Project Manager Blended Learning Programme)	Joanne Garside - Huddersfield

6 Order of precedence

6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page of this NHS Contract for the Provision of Services;

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 5: Specification and Tender Response Document;

6.1.4 Schedule 2: General Terms and Conditions;

6.1.5 Schedule 6: Commercial Schedule;

6.1.6 Schedule 3: Information Governance Provisions;

6.1.7 Schedule 7: Staff Transfer;

6.1.8 Schedule 4: Definitions and Interpretations;

6.1.9 Schedule 9: General Data Protection Regulations

6.1.10 Schedule 10: Change Control

6.1.11 the order in which all subsequent schedules, if any, appear; and

6.1.12 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the

Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Application of TUPE at the commencement of the provision of Services

- 7.1 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 shall apply.

Optional Key Provisions

8 Implementation phase

9 Services Commencement Date

- 9.1 The Services Commencement Date shall be **1st August 2020** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **31st July 2023**.

10 Induction training Not Used

11 Quality assurance standards

- 11.1 The following Quality Assurance Standards shall apply, as appropriate, to the provision of the Services; The Blended Nursing Degree and must demonstrate alignment with the principles of the quality standards set out in the Authorities Quality Framework **Schedule 5**.

12 Different levels and/or types of insurance

- 12.1 The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	Minimum cover
Employer's Liability	£5,000,000
Public Liability	£40,000,000
Professional Indemnity	£5,000,000

13 Further Authority obligations Not Used

14 Assignment of Intellectual Property Rights in deliverables, materials and outputs

- 14.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future

assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 14 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs.

14.2 The Supplier is hereby granted a non-exclusive, non-transferable, royalty-free right and licence to use all Intellectual Property Rights assigned pursuant to clause 14.1 for academic and research purposes, including research involving projects funded by third parties, provided that no third party shall gain any rights in or to such Intellectual Property Rights.

14.3 All Intellectual Property Rights used or owned by a Party prior to the Commencement Date (**Background IP**) is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

14.4 Each Party grants to the other a , royalty-free, non-exclusive licence to use its Background IP during the 5 years Term for the sole purpose of developing and delivering the Programme, but for no other purpose. Neither Party shall be entitled to grant any sub-licence over or in respect of the other Party's Background IP.

15 Inclusion of a Change Control Process

15.1 Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule 10.

16 Authority step-in rights Not Used

17 Grant of lease or license Not Used

18 Guarantee Not Used

19 Supplier as Data Processor

19.1 The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that paragraph 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

20 Purchase Orders

20.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

21 Annual payment profile

22 Termination for convenience

- 22.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on six (6) months' written notice.
- 22.2 Should the Authority terminate this Contract in accordance with Clause **Error! Reference source not found.** of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule
- 23 Right to terminate following a specified number of material breaches**
- 23.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least two (2) previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the third Breach Notice.
- 24 Expert Determination**
- 24.1 Any Dispute between the Authority and the Supplier shall be dealt in accordance with the expert determination process as specified at Schedule 8.

Schedule 2

General Terms and Conditions

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1 Provision of Services

- 1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:
 - 1.1.1 promptly and in any event within any time limits as may be set out in this Contract;
 - 1.1.2 in accordance with all other provisions of this Contract;
 - 1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;
 - 1.1.4 in accordance with the Law and with Guidance;
 - 1.1.5 in accordance with Good Industry Practice;
 - 1.1.6 in accordance with the Policies; and
 - 1.1.7 in a professional and courteous manner.
- 1.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document., Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.
- 1.3 The Supplier shall commence delivery of the Services on the Services Commencement Date.
- 1.4 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document, including without limitation the KPIs.
- 1.5 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.
- 1.6 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
- 1.7 The Supplier shall notify the Authority forthwith in writing:
 - 1.7.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
 - 1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without

limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

- 1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.10 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
- 1.11 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
- 1.12 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document or as otherwise agreed by the Parties in writing ("**Premises and Locations**").
- 2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.
- 2.3 Subject to Clause 2.4 of this Schedule 2, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants

that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2.

- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule 2, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier in accordance with the Key Provisions.
- 2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2. Where there is no such specific mechanism set out in the Specification and Tender Response Document, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with Clause 21 of this Schedule 2. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

- 3.1 The Supplier shall, as reasonably required by the Authority, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.

4 Use of Authority equipment

- 4.1 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:
- 4.1.1 shall be provided at the Authority's sole discretion;
 - 4.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;
 - 4.1.3 must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and
 - 4.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 Staff and Life science Industry Accredited Credentialing Register

- 5.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.

- 5.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
- 5.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.
- 5.4 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.
- 5.5 The Supplier shall:
- 5.5.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 5.5.3 ensure all Staff have the qualifications to carry out their duties;
 - 5.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff; and
 - 5.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health or any relevant regulatory body or any industry body in relation to such Staff.
- 5.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, students, service users or visitors at risk unless otherwise agreed in writing with the Authority.
- 5.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
- 5.7.1 are questioned concerning their Convictions; and
 - 5.7.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.
- 5.8 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.

- 5.9 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- 5.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2;
 - 5.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2; or
 - 5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2.
- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to students, service users or any other person.
- 5.11 The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to students, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.
- 5.12 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 have been met.
- 5.13 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of

seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding student or service user safety.

- 5.14 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Life science Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

6 Business continuity

- 6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.
- 6.2 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:
- 6.2.1 the criticality of this Contract to the Authority; and
 - 6.2.2 the size and scope of the Supplier's business operations,
- regarding continuity of the provision of the Services during and following a Business Continuity Event.
- 6.3 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.
- 6.4 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any

suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.

- 6.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.
- 6.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

7 The Authority's obligations

- 7.1 Subject to the Supplier providing the Services in accordance with this Contract, the Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.
- 7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.
- 7.3 The Authority shall comply with the Authority's Obligations, as may be referred to in the Key Provisions.
- 7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract Management

- 8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.
- 8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties
- 8.3 The parties shall in accordance with the provisions relating to Contract Management in the General Terms and Conditions (Schedule 2, Clause 8), hold regular (and at least quarterly)

review meetings to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. The Authority shall take minutes of each review meeting held with the Supplier and circulate draft minutes to the Supplier within 5 Business Days following such review meeting.

- 8.4 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written PBS contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
- 8.4.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;
 - 8.4.2 details of any complaints from or on behalf of students or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
 - 8.4.3 the information specified in the Specification and Tender Response Document;
 - 8.4.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and
 - 8.4.5 such other information as reasonably required by the Authority.
- 8.5 Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.
- 8.6 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.
- 8.7 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:

- 8.7.1 storing and analysing the management information and producing statistics; and
 - 8.7.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.
- 8.8 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).
- 8.9 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

- 9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.
- 9.2 Unless otherwise stated in the Commercial Schedule the Contract Price:
- 9.2.1 shall be payable from the Actual Services Commencement Date;
 - 9.2.2 shall remain fixed during the Term; and
 - 9.2.3 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.
- 9.3 Unless stated otherwise in the Commercial Schedule:
- 9.3.1 where the Key Provisions confirm that the payment profile for this Contract is annually. the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
 - 9.3.2 where Clause 9.3.1 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.
- Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time.
- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes this Clause 9.5 after a reasonable time has passed.
- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, the Authority shall not be in breach of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.
- 9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.8 The Authority reserves the right to set-off:
- 9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and
- 9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.
- 9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

- 10.1 The Supplier warrants and undertakes that:

- 10.1.1 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
- 10.1.2 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;
- 10.1.3 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;
- 10.1.4 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
- 10.1.5 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;
- 10.1.6 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- 10.1.7 it will comply with all Law, Guidance, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;
- 10.1.8 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;
- 10.1.9 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
- 10.1.10 without limitation to the generality of Clause 10.1.7 of this Schedule 2, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any reasonable notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;
- 10.1.11 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of

the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;

- 10.1.12 any equipment it uses in the provision of the Services shall comply with all relevant Law and Guidance, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;
- 10.1.13 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;
- 10.1.14 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
- 10.1.15 it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;
- 10.1.16 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10.1.16 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;
- 10.1.17 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);
- 10.1.18 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;
- 10.1.19 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;

- 10.1.20 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
 - 10.1.21 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
 - 10.1.22 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
 - 10.1.23 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
 - 10.1.24 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
 - 10.1.25 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.
- 10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.
- 10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.5.2 promptly provide to the Authority:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

- (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

10.6 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Intellectual property

Each Party shall retain the ownership of the Intellectual Property it brings to the Agreement and for the Intellectual Property it generates during the agreement. Specifically, the Authority will retain ownership of the Intellectual Property for the Blended Learning Nursing Degree framework.

11.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services. For avoidance of doubt, this does not include the Intellectual Property for the Blended Learning Nursing Degree framework.

11.2 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

12 Indemnity

12.1 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

12.1.1 any injury or allegation of injury to any person, including injury resulting in death;

12.1.2 any loss of or damage to property (whether real or personal);

12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; and/or

12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation

legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

- 12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.
- 12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:
- 12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
- 12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 Limitation of liability

- 13.1 Nothing in this Contract shall exclude or restrict the liability of either Party:
- 13.1.1 for death or personal injury resulting from its negligence;
- 13.1.2 for fraud or fraudulent misrepresentation; or
- 13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.
- 13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.
- 13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.
- 13.4 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:

- 13.4.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);
- 13.4.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);
- 13.4.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
- 13.4.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).
- 13.5 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall

be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.

- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

- 15.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
- 15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4(ii) of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
- 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

- 15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or
- 15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,
- shall be deemed, for the purposes of Clause 15.4(ii) of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.
- 15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:
- (i) not capable of remedy; or
 - (ii) in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.
- 15.5 The Authority may terminate this Contract forthwith by issuing a Termination Notice to the Supplier if:
- 15.5.1 the Supplier does not commence delivery of the Services by any Long Stop Date;
 - 15.5.2 the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.5.3 the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;
 - 15.5.4 the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2;
 - 15.5.5 the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation

to the NHS Pension Scheme (including those under any Direction Letter) as assumed pursuant to the provisions of Part D of Schedule 7;

- 15.5.6 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 23.8; 25.2; 25.4 and 29.2 of this Schedule 2; or
 - 15.5.7 the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable.
- 15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:
- 15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;
 - 15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
 - 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4(i) of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

- 15.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:
- 15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

- 15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;
- 15.7.3 the Contract should not have been awarded to the Supplier in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or
- 15.7.4 there has been a failure by the Supplier and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.4.
- 15.8 If the Authority novates this Contract to anybody that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.
- 15.9 Within six (6) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within four (4) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 15.9 of this Schedule 2 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.
- 16 Consequences of expiry or early termination of this Contract**
- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
- 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to

the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

- 16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 24.1 of this Schedule 2.
- 16.4 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.5 Immediately upon expiry or earlier termination of this Contract any license or lease entered into in accordance with the Key Provisions shall automatically terminate.
- 16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 Staff information and the application of TUPE at the end of the Contract (Not Used)

- 17.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.
- 17.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.
- 17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.

- 17.4 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
- 17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
 - 17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;
 - 17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;
 - 17.5.4 deploy any person other than the Supplier Personnel to perform the Services;
 - 17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
 - 17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
 - 17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.
- 17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.
- 17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
- 17.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.
- 17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession

to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.11 to Clause 17.14 of this Schedule 2 and (where relevant) the provisions of Clause of Part D of Schedule 7 shall apply.

- 17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
- 17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
- 17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;
 - 17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
 - 17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.
- 17.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:

- 17.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
 - 17.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
 - 17.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
 - 17.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, accrued holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
 - 17.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
 - 17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.
- 17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.
- 17.16 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:
- 17.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;

- 17.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;
- 17.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
- 17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

- 18.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

19 Sustainable development

- 19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:
 - 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;
 - 19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and
 - 19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.
- 19.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2.

20 Electronic services information

- 20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
- 20.2 The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.
- 20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
- 20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.
- 20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.
- 20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.
- 20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

21 Change management

- 21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.
- 21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal

change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.

21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

22 Dispute resolution

22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).

22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next levels until all level have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

22.6 Nothing in this Contract shall prevent:

- 22.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
- 22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of students and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 22.7 Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

23 Force majeure

- 23.1 Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.
- 23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:
- 23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;
- 23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and
- 23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.
- 23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
- 23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
- 23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.
- 23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

- 23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
- 23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.
- 23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.
- 23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

- 24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
- 24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.
- 24.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.
- 24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.
- 24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:
- 24.5.1 the examination and certification of the Authority's accounts; or
 - 24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.

- 24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 24.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.
- 24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

25 Conflicts of interest and the prevention of fraud

- 25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 25.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.
- 25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier, the amount of any direct loss suffered by the Authority resulting from the termination.

26 Equality and human rights

- 26.1 The Supplier shall:
- 26.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

- 26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and
- 26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.
- 26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.

27 Notice

- 27.1 Subject to Clause 22.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.
- 27.2 A notice shall be treated as having been received:
- 27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
- 27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
- 27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and Sub-contracting

- 28.1 The Supplier shall not, except where Clause 28.2 of this Schedule 2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

- 28.2 Notwithstanding Clause 28.1 of this Schedule 2, the Supplier may assign to a third party (“Assignee”) the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 shall be subject to:
- 28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2;
 - 28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;
 - 28.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee’s contact information and bank account details to which the Authority shall make payment;
 - 28.2.4 the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
 - 28.2.5 payment to the Assignee being full and complete satisfaction of the Authority’s obligation to pay the relevant sums in accordance with this Contract.
- 28.3 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.
- 28.4 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:
- 28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
 - 28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;
 - 28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
 - 28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;
 - 28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2, the invoice shall be regarded as

- valid and undisputed for the purpose of Clause 28.4.7 after a reasonable time has passed;
- 28.4.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
- 28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.4 of this Schedule 2;
- 28.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2; and
- 28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 in any Sub-contract which it awards.
- 28.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 28.5.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
- 28.5.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed, and the Supplier shall comply with such a requirement.
- 28.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.
- 28.7 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 28.8 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of

this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

29.1 The Supplier warrants and represents that:

29.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

- (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
- (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

29.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:

29.2.1 the Authority shall be entitled:

- (i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;
- (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

29.2.2 any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

29.2.3 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:

- (i) the interpretation of Clause 29 of this Schedule 2; or
- (ii) the amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

30 **General**

- 30.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.
- 30.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.
- 30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.
- 30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.
- 30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.

- 30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.
- 30.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party (“**Discloser**”) and subject always to the remainder of Clause 1 of this Schedule 3, each Party (“**Recipient**”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser’s prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
- 1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 (“**FOIA**”), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities’ Functions or on the Management of Records (“**Codes of Practice**”) or the Environmental Information Regulations 2004 (“**Environmental Regulations**”).
- 1.3 The Authority may disclose the Supplier’s Confidential Information:
- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
- 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 3 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to

comply with those duties. For the avoidance of doubt, each Party shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

- 2.2 Where either Party is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.
- 2.3 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.4 Where, as a requirement of this Contract, either Party is Processing Personal Data relating to students as part of the Services, that Party shall:
 - 2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit (which can be provided to the Supplier by the Authority on request);
 - 2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
 - 2.4.3 nominate an information governance lead able to communicate with that Party's board of directors or equivalent governance body, who will be responsible for information governance and from whom that Party's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines (which can be provided to the Supplier by the Authority on request);
 - 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 2.4.6 put in place and maintain a policy that supports the Authority's obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic student/service user record management service providing authorised healthcare professionals access to a student's integrated electronic care record);
 - 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;

- 2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;
 - 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and
 - 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, as if such Sub-contractor were the Supplier.
- 2.6 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 Each Party shall assist and cooperate with the other to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Parties agree:
- 3.2.1 that this Contract and any recorded information held by one Party on the other's behalf for the purposes of this Contract are subject to the obligations and commitments of the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Party receiving such a request;
 - 3.2.3 that a Party receives a request for information under the FOIA, Codes of Practice and Environmental Regulations in relation to this Contract and/or its subject matter, and that Party itself is subject to the FOIA, Codes of Practice and Environmental Regulations, it will liaise with the other Party as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the other Party;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to

the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority – Not Used;

- 3.2.5 that either Party, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the other Party and this Contract; and
- 3.2.6 to assist the other Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the other Party within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Parties consent to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
 - 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full

information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4

Definitions and Interpretations

1 Definitions

1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

“Actual Services Commencement Date”	Means the date the Supplier actually commences delivery of the Services;
“Actuary”	means a Fellow of the Institute and Faculty of Actuaries;
“Authority”	means the authority named on the form of Contract on the first page;
“Authority’s Actuary”	means the Government Actuaries Department;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Key Provisions;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
“Broadly Comparable”	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;- Not Applicable
“Business Continuity Event”	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including an influenza pandemic and any Force Majeure Event;
“Business Continuity Plan”	means the Supplier’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Cabinet Office Statement”	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;

“Change Control Process”	means the change control process, if any, referred to in the Key Provisions;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Commencement Date”	means the date of this Contract;
“Commercial Schedule”	means the document set out at Schedule 6;
“Confidential Information”	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is: <ul style="list-style-type: none"> (a) Personal Data including without limitation which relates to any student or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority’s intranet;
“Contract”	means the form of contract at the front of this document and all schedules attached to the form of contract;
“Contracting Authority”	means any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
“Contract Manager”	means for the Authority and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
“Controller”	shall have the same meaning as set out in the GDPR;
“Convictions”	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of

	Offenders Act 1974 or any replacement or amendment to that Act);
“Cost Increase”	shall have the meaning given to the term in Clause 1.3.2 of Part D of Schedule 7;
“Cost Saving”	Not Used shall have the meaning given to the term in Clause 1.3.4 of Part D of Schedule 7;
“Data Protection Legislation”	means (i) the Data Protection Act 1998 or, from the date it comes into force, the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Protocol”	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
“Direction Letter”	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;- Not Applicable
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 or, where Clause 24 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 8. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 of Schedule 2;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements

	or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Eligible Employees”	<p>means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of Schedule 7;- Not Applicable</p>
“Employee Transfer Date”	means the Transferred Staff’s first day of employment with the Supplier (or its Sub-contractor); - Not Applicable
“Employment Liabilities”	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;- Not Applicable
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“eProcurement Guidance”	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement

	together with any further Guidance issued by the Department of Health in connection with it;
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
“Exit Requirements”	means the Authority’s exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
“Fair Deal for Staff Pensions”	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);- Not Applicable
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Force Majeure Event”	means any event beyond the reasonable control of the Party in question to include, without limitation: <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;

	<p>(g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen;</p> <p>(h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and</p> <p>(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties;</p> <p>but excluding, for the avoidance of doubt, the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;</p>
"Fraud"	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	means <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;
"Guidance"	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European

	Medicine Agency, the European Commission, the Care Quality Commission and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
“Implementation Plan”	means the implementation plan, if any, referred to in the Key Provisions;- Not Applicable
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1;
“KPI”	means the key performance indicators as set out in Schedule 10;
“Law”	means any applicable legal requirements including, without limitation: (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument);

	<p>(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>(e) requirements set by any regulatory body as applicable in England and Wales;</p> <p>(f) any relevant code of practice as applicable in England and Wales; and</p> <p>(g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);</p>
“Long Stop Date”	means the date, if any, specified in the Key Provisions;
“Losses”	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
“Measures”	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
“NHS”	means the National Health Service;
“NHS Body”	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
“NHS Pensions”	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;- Not Applicable
“NHS Pension Scheme”	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations; - Not Applicable
“NHS Pension Scheme Arrears”	means any failure on the part of the Supplier or any Sub-contractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees; - Not Applicable

"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time; - Not Applicable
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Payment Date"	Not Used means twenty (20) Business Days after the last of the conditions in Clause 1.7 of Part D of Schedule 7 has been satisfied;
"Pension Benefits"	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Personal Data"	shall have the same meaning as set out in the GDPR;
"Policies"	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
"Premature Retirement Rights"	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement

	Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2;
“Process”	shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly;
“Processor”	shall have the same meaning as set out in the GDPR;
“Purchase Order”	means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2;
“Services”	means the services set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements);
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 for inclusion in the Authority’s services catalogue from time to time;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Step In Rights”	means the step in rights, if any, referred to in the Key Provisions;
“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain,

	made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
“Sub-contractor”	means a party to a Sub-contract other than the Supplier;
“Subsequent Transfer Date”	Not Used, means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;- Not Applicable
“Subsequent Transferring Employees”	Not Used, means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;- Not Applicable
“Successor”	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
“Supplier”	means the supplier named on the form of Contract on the first page;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Personnel”	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
“Term”	means the term as set out in 8.1 of the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2;
“Third Party Employees”	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as

	the Services immediately before the Transfer Date; - Not Applicable
“Transfer Amount”	Not Used an amount paid in accordance with Clause 1.7 of Part D of Schedule 7 and calculated in accordance with the assumptions, principles and timing adjustment referred to in Clause 1.6 of Part D of Schedule 7 in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party’s Broadly Comparable scheme and elected to transfer them to the Supplier’s Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option; - Not Applicable
“Transfer Date”	means the Actual Services Commencement Date;
“Transfer Option”	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier’s (or its Sub-contractor’s) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes); - Not Applicable
“Transfer Option Deadline”	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee; - Not Applicable
“Transferred Staff”	Not Used, means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;- Not Applicable
“Transferring Employees”	Not Used, means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;- Not Applicable

"TUPE"	Not Used, means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; and – Not Applicable
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.
- 1.13 Any guidance notes in grey text do not form part of this Contract.

- 1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice (“**Receiving Party**”) may ask the Party that issued the Breach Notice (“**Issuing Party**”) to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

Schedule 5

Tender Submissions & Negotiation Documents

1.1 The contract duration is to run for a three year period, from 1st April 2020, for 36 months.

PQQ Technical Questions Submissions

Requirement	Suppliers response
<p>Please provide a summary of your proposed programme, demonstrating a clear understanding of the requirements of this provision. Please specify course content and methods of delivery including support - supervision and mentorship</p>	<p>The proposed Blended Learning Nursing programme will be an additional and more flexible route within the current suite of quality nursing provision delivered at the University of Huddersfield (UoH). We are a TEF Gold rated University and one of the few nursing programmes in the Yorkshire region already approved and delivering the 2018 NMC nursing standards. The NMC approval process for this Blended learning offer will lend itself to an NMC Major Modification rather than requiring a full approval as advised by the NMC. In terms of regional spread, we seek to offer this programme in Yorkshire and the North East. While we recognise the initial call is for Adult nursing routes only we will offer two options; firstly, a Level 7 MSc Nursing (Blended Learning) course to be ready for delivery from January 2021 alongside a Level 6 BSc (Hons) Nursing (Blended Learning) route prepared for delivery in March 2021. Both programmes will sit alongside our traditional Nursing programmes which offer all four fields of nursing (Adult, Mental Health, Child and Learning Disabilities). If successful with this tender, we plan to review the methods and modes of delivery on our current nursing programmes to ensure flexible options for the learner to study our course on a blended learning basis.</p> <p>All programmes will enable students to meet the proficiencies and programme outcomes for pre-registration nursing, which are set out in three parts and include standards for education, student supervision and assessment and programme specific standards (NMC, 2018 a,b,c,d). Our courses prepare the future nurse to be confident, competent, caring and compassionate in a rapidly changing health and social care environment. By the end of the course, graduates will manage the complex role of the nurse in one of the four fields of nursing (adult, child, learning disabilities and mental health). They will also be prepared to progress to a prescribing qualification following registration and to be a practice supervisor for future student nurses. They will be able to care for people throughout their lifespan, within and across NHS organisations and other settings. Future nurses will confidently work with a range of other professionals. Importantly, the primary aim is to ensure all nurses can respond to the needs of people in a variety of settings, with additional and in-depth field-specific proficiency in one specific area.</p>

Requirement	Suppliers response
	<p>Our course enables students to learn about their own personal and professional field identity from the onset. Current healthcare services require the future nurse to be resilient and self-aware of their well-being to enable them to be able to promote and support the well-being of people in their care. The themed modules help students to reflect and develop their confidence as future nurses while acknowledging their values, beliefs and their own field identity. They will develop an in-depth understanding of other fields, other professionals involved in care within and across organisations to enable them to influence the quality of care with the person at its centre.</p> <p>The course provides field-specific identity from day one, cross-field experience and knowledge and inter-professional learning and understanding of the roles of all health care workers involved in care, with the person receiving care and their family at the centre of care decisions and delivery. Field-specific identity enabled by field-specific modules comprises 50% of the course. The field-specific professional themed module in year one aims to provide students with the underpinning knowledge of their own field identity and forms the foundation for developing personally and professionally as a nurse in that field. From year one, students are introduced to other nursing fields to enable them to learn about caring and clinical management of people across the lifespan with a range of physical, mental health and cognitive care needs, delivered in a variety of settings, facilitated by cross-field learning in modules each year and a yearly cross-field conference. Inter-professional learning and working, facilitated in practice settings, will be enhanced by reflections related to inter-professional working and recorded in the Practice Assessment Document (PAD).</p> <p>The modules are themed and comprise four modules each year: Professional themed module; Developing nursing knowledge and skills module; Research and evidence module; Practice modules. Although, the outcomes in the platforms and annexes feature across the course, Platforms 1, 5, 6, and 7 feature more prominently in the professional themed modules, platforms 2, 3 and 4 feature more prominently in the nursing knowledge and experience modules. Annexe A and B feature more prominently in the practice modules. As evidence and research support all aspects of the course (Healey matrix), all platforms and annexes feature in the research modules.</p> <p>Teaching and learning strategy</p> <p>The teaching, learning and assessment strategy offers students a variety of learning and assessment opportunities that align with their module learning</p>

Requirement	Suppliers response
	<p>outcomes and provide realistic, practical and stretching preparation for progression. They aim to be inclusive of and acknowledge diversity, to allow students to engage in learning actively, successfully assessed in a variety of ways. Student-centred learning is encouraged, and the focus on this increases throughout the course. Modules embed transferable skills and allow students to increase their knowledge and confidence progressively. Thus in lower levels, the acquisition of necessary skills and the confidence to perform academically and professionally is systematically developed and enhanced.</p> <p>The majority of the theoretical elements of the course will be delivered using these Virtual Learning techniques, but we recognise that there are some elements such as skills and simulation activities that would benefit from face to face contact – we plan to deliver these in blocks (4 x 1 week) to minimise travel for students coming from further afield. This type of learning experience draws upon the perspectives of experiencing situated activity. Learning evolves within the simulation environment from the event, social collaboration and facilitation that fosters interaction, reflection and integration of research and evidence to support nursing practice. Learners utilise previous knowledge and share this and their experiences with each other and the facilitator.</p> <p>All modules are blended and supported by digital resources in the virtual learning environment. The assessment aims to support learning and to measure achievement. Specified is the mode of evaluation for each module learning outcome. Assessment is a combination of coursework, practice/proficiency-based education, reports, presentations and examinations. Assessment varies from module to module and mirrors the modes of communication expected of graduates in this field, such as the ability to present to a range of audiences and provide reports to enhance the quality of care.</p> <p>Support for student learning</p> <p>Personal Academic Tutor. The University employs Personal Academic Tutors (PATs) for all pre-registration students. PATs improve the student experience of learning and teaching and increase student retention and achievement rates. Individually, PATs provide personal contact for the student within the University and the School, acting as a liaison between the student and course leaders to seek any improvements required, offer guidance, assistance and support in managing the students’ academic experience. The PATs system also recognises when the problems presented are beyond the personal tutors’ competence and refers students onto University or School pathways while also</p>

Requirement	Suppliers response
	<p>working with students to review and reflect upon their progress and where necessary to offer supportive training events. Currently, we operate a 15:1 staff-student ratio, and for students in the blended learning programme, PATs will develop ongoing discussion rooms with their students and will meet hold regular online live group sessions with their students.</p> <p>The support team include Module Leaders, who are responsible for teaching, learning and assessment of the modules within this course; Course Leaders who are accountable for the entire quality assurance arrangements for the course.; Practice supervisors are appropriately prepared registered nurse or midwife or registered health or social care professional who has current knowledge and experience for the role. They are responsible for ensuring that student learning opportunities are facilitated, for contributing to student assessment providing regular feedback to the student; Practice Assessors are registered nurses appropriately prepared (by the UoH) with current knowledge and expertise for the role. The Practice Assessor conducts assessments, informed by input from practice supervisors and others; makes and records objective decisions, drawing on records, observations, student reflection and other resources. They will periodically observe the student and schedule communication with academic assessors at relevant points; Academic Assessors are registered nurses nominated for each part of the programme and appropriately prepared for the role. The academic assessor will work in partnership with the practice assessor to evaluate and recommend the student for progression for each part of the programme. They will have an understanding of the student’s learning and achievement in practice and schedule communication and collaboration between academic and practise assessors.</p> <p>The 2018 NMC standards that underpin the course include: Part 1- Standards framework for nursing and midwifery education (NMC, 2018a) is composed of five headings: Learning culture; Educational governance and Quality; Student empowerment; Educators and assessors; Curricula and assessment. The standards apply to all NMC approved courses. Part 2- Standards for Student Supervision and Assessment (NMC 2018b) comprises three headings: Effective practice learning; Supervision of students; Assessment of students and confirmation of proficiency. These standards apply to all NMC approved courses. Part 3- Standards for pre-registration nursing programmes (NMC 2018c) includes five headings: Selection, admissions and progression; Curriculum; Practice learning; Supervision and assessment; Qualification to be awarded. These standards are specific to pre-registration nursing programmes. Future Nurse: Standards of proficiency for registered nurses</p>

Requirement	Suppliers response
	<p>(NMC 2018d). These standards are specific to pre-registration nursing programmes and include seven platforms and two annexes. The platforms are 1. being an accountable professional, 2. promoting health and preventing ill health, 3. assessing needs and planning care, 4. providing and evaluating care, 5. leading and managing nursing care and working in teams, 6. improving safety and quality of care and 7. coordinating care and all include Annexe A: Communicating and relationship management skills and, Annexe B: Nursing procedures.</p> <p>Practice/Work-based learning is a consistent theme throughout the duration of the course. Each year will contain a practice-based module, with placement and work-based learning featuring in clinical and non-clinical areas. Recognising the progress of work-based learning and assessment in a practice-based environment will be facilitated with the use of practice assessment documentation (PAD). Skills practise is throughout the 'Core Practice' modules, seen within each year of the course. Each practice module will have the potential for students to re-visit nursing practice in various settings and apply an increasing amount of comprehension and analysis. Placement provision will create many resource and logistical issues for students outside of the UoH traditional placement areas. We will develop, in collaboration with healthcare providers, a model of student placement that will be least impactful and have the highest benefit to both learners and placement settings. We recognise different partners may have different approaches to working with our students coming through this varied route. Our Head of Practice Education and placement team will work closely with partners and HEE to develop an equitable and appropriate placement offering to students on the blended learning route. Compulsory action planning and learning contacts will form part of the PAD, ensuring the student, the practice supervisor and practice assessor and the university can monitor progress. The learner will receive regular contact with their Personal Academic Tutor (PAT) and Practice Assessor in the form of the tripartite meetings. The student will access practice placements that meet the NMC requirements – we will work with employers close to where the students live. The University was a key partner involved in the Regional collaboration for the development and approval of the PAD. In turn, this collaborative approach enables the students to ensure the consistent application of professional standards applied region-wide, thus promoting employability and employer confidence through a consistent approach to assessment.</p>
Please provide details of your organisational experience of providing	The School of Human and Health Sciences (HSS) has been at the forefront of, and actively engaged in, the development and delivery of healthcare education

Requirement	Suppliers response
<p>training to a cohort of attendees such as those included within this tender as well as the providers track record of delivering this type of programme including examples</p>	<p>for several decades. The School is the home of the following four departments: Nursing and Midwifery including Midwifery and Nursing (Adult, Child, Learning Disability and Mental Health) including the Nursing Associate apprenticeship, Allied Health Professions, Sport and Exercise including Podiatry, Paramedic Science, Occupational Therapy, Operating Department Practice, Physiotherapy, Sport, Exercise and Nutrition, Behavioural and Social Sciences including Behavioural Sciences, Counselling, Criminology, Health and Social Care, Politics, Public Health, Social Work, Social Research and Evaluation, Sociology, Psychology. The University works closely with partners from NHS Trusts and healthcare organisations; therefore, hold the expertise enabling us to be reactive to workforce development needs within the local and wider region. As such, in 2019 we have successfully tendered for multiple apprenticeship programs, including; level 6 Paramedics, level 7 Advanced Clinical Practice (ACP), level 6 Operating Department Practice and level 5 Trainee Nursing Associate (TNA).</p> <p>The UoH currently provides pre-registration Nursing, Midwifery and Trainee Nursing Associate education at under-, post-graduate and international levels. In a demonstration of increased capacity, in response to the NHS interim people plan (2019), our adult nursing cohort had grown from 170 in 2018 to 260 in 2019. We have worked closely with practice partners to manage this growth to ensure placement capacity can accommodate these numbers as well as investing in infrastructure and campus facilities and recruiting additional academic and administrative staff to ensure the quality of the programme is not compromised. Increasing blended learning opportunities seems the next strategic priority to continue to support nursing workforce growth.</p> <p>The University is exceptionally proud of the graduate and post-graduate nursing portfolio of education and workforce development. In times when the profession is struggling to recruit, due to the University's outstanding reputation in the field, we have maintained and expanded our numbers. In turn, the post-registration provision has exceeded expectations and continues to grow to attract newly qualified nurses progressing to level 7 study to Advanced Clinical Practitioners and Clinical academics through PhDs. We have many years of experience with distance and blended learning programmes across the School.</p> <p>We have several very successful distance learning programmes that recruit learners from national and international healthcare settings including the Level 7 Tissue Viability and Leg Ulcer Management courses and the level 6 BSc (Top-Up) Nursing, Peri-operative and Paramedic routes. These modes of delivery</p>

Requirement	Suppliers response
	<p>allow active learning through full access to the University’s virtual learning facilities, discussed in more detail throughout this tender, but in brief will include full access the Virtual Learning Environment (VLE) <i>Brightspace</i> which provides for Cohort, School and Module communication, Peer interaction and support forums, Course learning resources including webinars, lesson plans, PowerPoint slides, reading materials, lecture capture (lecture recordings), Assessment guidance and submission portal which includes Turnitin software, Referencing guidance, Staff information and contact details for full interaction, Timetable and important dates for the diary and a 24/7 IT helpline.</p> <p>In all of our current courses, we offer a form of blended learning incorporating the use of the VLE. In the current pre-registration courses, we have moved to provide themed skills and simulation in block weeks, an approach which will work with this proposed blended model more generally. The current online aspect of the courses is managed by a web development team, who ensure consistency of look, ease of use and seamless management of all processes. All staff are educated and trained in VLE through central staff development and in house VLE experts.</p> <p>Our Off-Campus University learners have access to high-quality distance learning resources via our virtual learning platform. We use Brightspace’s next-generation learning platform to support and deliver teaching and learning. Brightspace provides an intuitive, adaptive and accessible interface that enables the creation and delivery of high-quality education, combined with extensive analytical tools to monitor student attainment and progression. Brightspace and other learning technologies are supported in the School by a small team of learning technologists, managed by Paul Dagg, who has master’s degrees in Multimedia and e-Learning as well as extensive experience with VLEs including Brightspace and Blackboard and includes Daniel Hall, who brings a wealth of experience with VLEs and online learning tools including Padlet, Quizlet and Kahoot, and Bethany Stanley, who compliments her role as school programmer with extensive knowledge of Brightspace. Brightspace is a cloud application delivered and secured via Amazon Web Services, ensuring 99% global uptime, secure connections with TLS cryptographic protocols with RSA encryption, backed-up system and client data using asynchronous encrypted data transfer to offsite storage.</p> <p>Access to Brightspace and other resources is by active directory username/passwords. Assurance of optimal uptime is by network resilience covered by a redundant data centre and partial cloud infrastructure. Onsite</p>

Requirement	Suppliers response
	<p>redundant SAN provides the user/corporate data integrity (See our IT security policy https://www.hud.ac.uk/media/policydocuments/IT-Security-Policy.pdf).</p> <p>All live lectures are recorded through 'Lecture capture' and streamed through our VLE, enabling distance students the opportunity to experience the lecture in real-time. They can, of course, access the lecture after the event. While not designed to replace the interactive learning approaches or the resources on the VLE, it provides an excellent replacement for those of site. Students attending online live lectures will also be able to interact with the class through being able to ask questions from within Brightspace. These will appear on the projected screen for the lecturer and fellow students to see. Distance learning models use various innovative online methods such as Wiki's, Panopto, and webinars. This programme will use multi-professional modules to facilitate the learning of students who have busy lives and unsocial working patterns.</p> <p>All lecturers who deliver distance-based education must have completed a 'facilitating online' course, which assures a high standard of quality, delivery and experience for learners. All of the computing, library and support services are available on and off-campus, support staff can interact with learners, for example, Skype, Zoom, live webinars, email, Adobe Connect provide learners with access to the same advice and resources as learners on campus. IT support is available 24/7. Discussion Boards provide the opportunity for synchronous and asynchronous learner support. The University of Huddersfield uses Yammer, a social networking service used for private communication within organisations, ideal support for the geographical spread of the cohort by ensuring learners can communicate with each other and academic staff within a closed group.</p>
<p>Please attach a brief risk analysis and mitigation plans for delivering your proposed programme</p>	<p>Due to the very tight timescales from contract award to programme delivery, a significant risk is a time for marketing to enable viable recruitment onto the programme. The following will be required to mitigate these risks.</p> <ol style="list-style-type: none"> 1. Proactive marketing campaign engaging the support of HEE. As the proposed blended programme will commence outside of standard UCAS and University processes, we will have to develop a proactive marketing strategy supported by HEE and healthcare partners to ensure we reach out to the proposed target audiences. Such an approach may need to include high impact media, such as online and radio/television campaigns. The University and School marketing groups will work with HEE to identify this strategy and implement a range of engagement processes. 2. Social media adverts. In addition to high impact media campaigns, there will be a need for regular and widespread social media engagement. Social media can attract different audiences in several ways, and so identifying target groups and

Requirement	Suppliers response
	<p>publicising the new programme to them is vital. For example, mature students would have social media targeting sites they are most likely to access and similarly different locations may be better for men and so on.</p> <ol style="list-style-type: none"> 3. Alumni. We will contact all of the alumni of 'Health-related' graduates for example BSc Health and Social Care and BSc Psychology to advertise the graduate entry program and nursing associates to APL and progress to the RN route. 4. Dual recruitment alongside current 'onsite' delivery planned for the same time – applicants' choice for either route. It is essential to give students an opportunity, and while some may see the benefits of the flexibility offered by the blended programme, others may prefer a standard delivery. However, a more substantial part of both the standard and blended programmes will be through distance approaches. We will, therefore, ensure support and structural processes are in place to meet the needs of students wishing to take either approach. <p>Aside from recruitment concerns due to the timescales identified above, other risks will include those related to a significant move from traditional face-to-face delivery to a predominantly distance one. The following will mitigate risks.</p> <ol style="list-style-type: none"> 1. Preparation of online interactive and immersive materials. While the School has an excellent track record of distance and blended learning programmes, the move to an extensive course such as this will have its challenges. We will mitigate against this in several ways, including, all academics qualified in facilitating online learning and, a technical unit will be employed to oversee the professional translation of course materials to distance mode. 2. Student access to online delivery. While students may choose to take the flexible blended programme, there may be issues of access that are related to a) their own online access and b) problems with the University systems. As stated, we will help as far as possible to identify issues students may have to access the programme from off-campus. Processes in place to deal with this will include the provision of tablets, pre-loaded with the course and the recourse of free Wi-Fi facilities in the student's immediate area they are living/working. In regards to the University systems, we will ensure the programme can be used by multiple users putting pressure on available bandwidth. Currently, the University has a high-speed connection from off-campus, and so we see few problems with this. 3. Student support when it is needed. On-campus students have support from services such as the library 24-hours or at least for extended parts of the day. A risk to students of the blended programme is the technical support if there are problems for the students in accessing the course. We will ensure all queries regarding technical issues are managed effectively within a specified time. The team can control some problems by testing the course rigorously before we first deliver it. We will also employ a small number of our current students to help us prepare materials and also examine the delivery. In doing so, we will find common issues which can then have recourses produced to help students find their solutions such as "How To" videos and other materials. <p>There are several risks associated with student progression. We will mitigate these risks as follows: Attrition. The University and School have fully engaged in understanding possible reasons for student attrition and have many practices in place to monitor and mitigate against this, including early identification Ensuring that learners engage in a community of practice.</p>

Requirement	Suppliers response												
	<p>Refers/Failure. In the event of assessment referral or failure, many mechanisms are available to support the student to a successful conclusion.</p> <p>Deadlines, Extensions and Extenuating Circumstances. Deadlines for the submission of assessed work at the University are strictly applied. Procedures are in place for a student to request a short extension and have to be no later than two working days after the published submission date. Late requests for extensions (over five days after the deadline) are not accepted. Work submitted without an approved extension will score 0% so we encourage learners to keep in touch if they have any concerns that may impact on their ability to perform in their assessment.</p> <p>Suspension of study. Students may need a move in and out of their studies for periods and reasons. If this is required advice will be provided at the time depending on the circumstances of the learner. A discussion will take place between the student, their Academic Supervisor and the Practice Supervisor, and supported to complete the appropriate documentation.</p>												
<p>Please provide CVs of the staff engaged in the delivery of this training, detailing how they meet the requirements of the specification and how partnership working with clinically and/or professionally credible staff will promote the quality of the experience and outcomes of the students</p>	<p>We have a blend of employed academics from traditional professors and lecturer/senior lecturers (for academic profiles see https://pure.hud.ac.uk/en/organisations/department-of-nursing-and-midwifery/persons/). The team of 65 Nurse academics are expanding alongside the growing provision. These staff will provide the pedagogical excellence required for any University-based delivery. Each of the four fields of nursing has dedicated teams, which manage students in that field. Also, all field leads meet to ensure harmony across the programme. In addition to traditional academics, we also provide clinically focussed educators in the form of Clinical Nurse Educators and Clinical Skills Educators (role descriptions attached). These roles ensure learners receive the best support in terms of direct placement contact and the development of the Nursing & Midwifery Council expected minimal skills needed to qualify as a nurse. We have a dedicated web-development team lead by Paul Dagg. If successful, we will expand this team to ensure adequate support is available to students and also academics and clinical staff.</p> <table border="1" data-bbox="539 1630 1506 1993"> <thead> <tr> <th data-bbox="539 1630 890 1727">Key Leads</th> <th data-bbox="890 1630 1161 1727">Name</th> <th data-bbox="1161 1630 1506 1727">Staff Profile Links</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 1727 890 1798">Dean of Human and Health Sciences</td> <td data-bbox="890 1727 1161 1798">Prof Paul Bissell</td> <td data-bbox="1161 1727 1506 1798">https://pure.hud.ac.uk/en/persons/paul-bissell</td> </tr> <tr> <td data-bbox="539 1798 890 1895">Head of Nursing and Midwifery; Project Implementation Lead</td> <td data-bbox="890 1798 1161 1895">Prof Barry Tolchard</td> <td data-bbox="1161 1798 1506 1895">https://pure.hud.ac.uk/en/persons/barry-tolchard/publications/</td> </tr> <tr> <td data-bbox="539 1895 890 1993">Director of Health Partnerships; Lead point of Contact</td> <td data-bbox="890 1895 1161 1993">Dr Joanne Garside</td> <td data-bbox="1161 1895 1506 1993">https://pure.hud.ac.uk/en/persons/joanne-garside</td> </tr> </tbody> </table>	Key Leads	Name	Staff Profile Links	Dean of Human and Health Sciences	Prof Paul Bissell	https://pure.hud.ac.uk/en/persons/paul-bissell	Head of Nursing and Midwifery; Project Implementation Lead	Prof Barry Tolchard	https://pure.hud.ac.uk/en/persons/barry-tolchard/publications/	Director of Health Partnerships; Lead point of Contact	Dr Joanne Garside	https://pure.hud.ac.uk/en/persons/joanne-garside
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	NMC correspondent: NMC and approval lead	Dr Jackie Vasey	https://pure.hud.ac.uk/en/persons/jackie-vasey
	Academic Lead of Technology Enhanced Learning and Research	Dr Stephen White	https://pure.hud.ac.uk/en/persons/stephen-white
	Academic lead Nursing	Karen Currell	https://pure.hud.ac.uk/en/persons/karen-currell
	Head of Operations, Business and International & Head of Adult Nursing	Dr Caroline Barker	https://pure.hud.ac.uk/en/persons/caroline-barker
	Admission/APL Lead	Sarah Batt	https://pure.hud.ac.uk/en/persons/sarah-batt
	Head of Practice	Susan Jones	https://pure.hud.ac.uk/en/persons/susan-jones
	Fitness to Practice Lead	Pat Jones	https://pure.hud.ac.uk/en/persons/pat-jones
	DNA Field lead: Adult	Dr Christine Mantzouka	https://pure.hud.ac.uk/en/persons/christine-mantzouka
	DNA Field Lead: Child	Nicola Mitchell	https://pure.hud.ac.uk/en/persons/nicola-mitchell
	DNA Field Lead: Mental Health	Donna Kemp	https://pure.hud.ac.uk/en/persons/donna-kemp
	DNA Field Lead: Learning Disabilities	Daniel Redfearn	https://pure.hud.ac.uk/en/persons/daniel-redfearn
	Web development team lead	Paul Dagg	
Please describe the infrastructure/resources available to support the programme,	<p>The University of Huddersfield sets high standards for their teaching staff, and all must have an MSc and Post-graduate certificate in education and hold Fellowship to the Higher Education Academy. On appointment, if staff do not own these requirements, they are fully supported with time and resources to enable achievement. We have a team of lecturer practitioner/joint appointments contributing to most of our Nursing & Midwifery courses. These posts ensure clinical credibility and current practices specific to local acute trusts while assuring contemporary teaching and learning excellence aligned to the NMC standards. The Nursing team at the University of Huddersfield are from varying specialist backgrounds, offering a unique and diverse range of skills. This broad insight into various aspects inspires our contemporary and innovative curriculum. We recognise a significant amount of learning on nursing courses are within the practice environment; to this end, we are committed to providing external-facing support, remaining a priority across this new and broader reaching route.</p> <p>If successful and to ensure the Governments priorities of recruiting 50 000 new nurses, we will need to agree on infrastructures to provide the move to distance learning is sustainable. We will, therefore, work to increase technical support through the development of a technology team. We will significantly</p>		

Requirement	Suppliers response						
<p>including the breadth of personnel involved in delivery particularly digital experts.</p>	<p>enhance our current web team to ensure there are sufficient technical staff able to manage the course. In the interim period, to make this new blended programme successful, we will gather an experienced team to prepare the materials for the original delivery. This team will improve on the existing academic skills with additional web-support experts, and a group of academics explicitly employed to manage this aspect of the programme in collaboration with the programme, course and module leads.</p> <p>Professor Barry Tolchard, Head of Department, has extensive experience of distance learning in the UK, Australia and the USA where he has prepared and delivered pre-registration nursing programmes using this mode of delivery will lead the project. We have a technology lead the previously mentioned Dr Stephen White, whose development of distance learning in our undergraduate/pre-registration programmes has placed us in a position to further deliver a course represented by this tender. We also have several experienced curriculum developers and NMC/apprenticeship proficient academics who will lead on this part of the project. Dr Jaqueline Vasey is the current programme lead and developed the new curricula we are running under the new NMC standards. We will employ a lead academic responsible for the blended programme, a Lead IT academic with knowledge of nursing curricula, five web developers and an administrator. This team will work closely with our current Skills, Simulation and Student-led Engagement Committee to ensure online delivery works with the face-to-face skills and simulation requirements. Also, both student and Public participation panels will be involved throughout. Estimated costs of this development will be as follows;</p> <table border="1" data-bbox="539 1368 1129 1982"> <tbody> <tr> <td data-bbox="539 1368 930 1671"> Staff costs (incl on costs) (Additional Academic time: £88,568) (Additional Technical & Professional Services: £283,996) </td> <td data-bbox="930 1368 1129 1671"> £372,564.00 </td> </tr> <tr> <td data-bbox="539 1671 930 1843"> Staff training and development: (Time to release contribution - in-kind) </td> <td data-bbox="930 1671 1129 1843"> £17,500.00 </td> </tr> <tr> <td data-bbox="539 1843 930 1982"> Equipment costs: - Student IT resources (individual iPad £450 per student n=50-80) </td> <td data-bbox="930 1843 1129 1982"> £22,500.00 </td> </tr> </tbody> </table>	Staff costs (incl on costs) (Additional Academic time: £88,568) (Additional Technical & Professional Services: £283,996)	£372,564.00	Staff training and development: (Time to release contribution - in-kind)	£17,500.00	Equipment costs: - Student IT resources (individual iPad £450 per student n=50-80)	£22,500.00
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	<ul style="list-style-type: none"> - Staff IT resources (a 4K compatible computer with a 7200rpm USB 3.0 Hard Drive & two 4K video cameras) 	£4,200.00
	Marketing strategy costs:	£15,000.00
	Total:	£431,764.00
	<p>All academics complete the “Facilitating online learning” course to prepare them for blended delivery (Approximate cost for 35 academics@£500/each = £17,500). We currently use the VLE Brightspace, which offers a full range of online, blended learning opportunities for students. The VLE, supported by web development and expert online pedagogical teams, ensures all modules within the programme are consistent and offer the fullest set of opportunities.</p> <p>We are keen to explore and develop new and innovative approaches to online learning, and one example would be to establish stand-alone units that would make up modules, with each being possible to take in isolation. These units could then be open more widely to other participants who could gain certificates of completion and ultimately credit on completion of a prescribed assessment. While such students would not be enrolled, they would interact with Nursing students, giving all a different perspective on their learning. An advantage of this would also be the non-registered participants would be receiving a vital taster in Nursing, and so we would envisage a number would then choose to fully enrol in the programme, receiving credit for the work already completed. Examples of this include the use of modules containing a series of Massive Online Open Courses or MOOCs. While initially expensive to set up units would offer even greater flexibility and in the long term, would recoup development costs quite quickly, so to ensure the best possible online delivery, high-quality materials will need to be developed, in particular video and other interactive elements.</p> <p>We recognise the problems some students may have in accessing online courses and while they may choose this as their preferred route could wish to access the materials on-campus or at some site other than home. We will, therefore, provide a computer laboratory on-campus for any student wishing to obtain the course this way. This laboratory will connect to a commuter room where students can access other resources to make their time on campus as comfortable as possible.</p>	

Requirement	Suppliers response
<p>Please provide details of all partner organisations detailing the added value each organisation contributes, with a statement of support from each of the partners.</p>	<p>The University has robust working partnerships with Trusts across the Yorkshire and broader region. Initially, we have support to develop the Blended learning programme from the following organisations who are our closest partner organisations. If successful with the Tender, we will proactively work with broader employers across the North to ensure that students from a full geographical area can access placements nearer to where they live.</p> <p>All organisations have confirmed support which will be in writing at the next stage of the tender:</p> <ul style="list-style-type: none"> - Calderdale and Huddersfield NHS Foundation Trust – CHFT provide acute services across two hospital sites and community services throughout the Towns of Calderdale and Huddersfield. - Mid Yorkshire Hospitals NHS Trust - MYT provides acute hospital services to more than half a million people living in the Wakefield and North Kirklees districts of West Yorkshire. It offers services in three leading hospitals – Pinderfields (Wakefield), Dewsbury and District and Pontefract. Also, the Trust provides community services to the people of Wakefield in a range of community settings such as health centres, clinics, GP surgeries, family centres and in people’s own homes. Our patients benefit from hospital and community services working more closely together to ensure they receive their care in the most appropriate place for them – when and where they need it. - South West Yorkshire Partnership Trust – SWYPT provides mental health, community, learning disability and wellbeing services across Barnsley, Calderdale, Kirklees and Wakefield. We also offer specialist secure mental health (forensic) services for the whole of Yorkshire and Humber <p>Locala CIC - Locala is a not-for-profit social enterprise that provides a variety of NHS community healthcare services to people in Kirklees, Calderdale and Bradford. Those services care for, and support people, from before birth to end of life, ranging from health visitors to physiotherapy, and sexual health to district nursing, as well as dental care, school nurses, and foot care.</p>
<p>Please provide details of your processes for managing the full range of recruitment and selection to the programme including marketing, administration of applications, dealing with queries from applicants (including</p>	<p>Through this proposed route, we are keen to attract a different demographic to nursing by providing a more flexible path that allows students to study around their current commitments. We will ensure our marketing strategies focus on the benefits of the support of blended/distance learning, particularly to the under-represented routes such as males and BAME students. There are also large cohorts of graduates in healthcare-related subjects such as psychology, Health and Social care that we envisage will be a crucial recruitment source to a level 7 distance learning programme. We will offer all four fields of nursing in multiple formats such as traditional fee-paying, and we</p>

Requirement	Suppliers response
enquiries from other websites) etc	<p>also work with employers to establish the need for a Blended Learning Apprenticeship to run alongside our current Degree Nursing Apprenticeship again available at level 6 and 7.</p> <p>Our marketing and recruitment approaches take students from an early age and develop a relationship with potential applicants beginning with Enquirers. All enquirer and pre-applicant activity aim to support the journey to application. Our prospectus launch ensures distribution to UCAS Fairs, and Careers libraries nationally (approx. 20,000), organic social promotion – ‘organic’ activity is content that we post directly onto our social, channels such as news, images and, films. Facebook does not prioritise business content, and so we pay to ‘boost’ relevant posts to our followers, or to target specific demographics.</p> <p>To ensure we ‘get the message out’ to alternative audiences that would like to be a nurse but for whatever reason have been unable to access the profession through the traditional routes. So we plan to reach a wider audience through broader strategies such as radio campaigns and working with career advisors at jobs centres. We have Geographic targeting of promotion - Yorkshire, Humber, Manchester, Great Manchester, North East, North West, East and West Midlands and, prospectus pack includes subject area brochure(s), Open Day bookmark, Lonely Planet guide.</p> <p>Putting the prospectus together includes creative development through feedback from previous years, testing creative ideas with Year 12 and 13 audiences during on-campus visits, proofs in monthly bursts and work by academic teams to check and approve course information. We establish student profiles, including filming and photography. There is organic social content as well as paid social content (Northern Region) and representation at UCAS Fairs (national attendance) at 28 UCAS and What Uni Fairs attended by approximately 10,000 prospectuses’ delivered face-to-face.</p> <p>Coursefinder is the most visited section of the website, and we continue to build added value content such as videos, case studies and academic quotes that support vital messages and better distinguish the courses from those of our competitors. Coursefinder holds everything an enquirer/applicants need to know about a course including, work by academic teams to check and approve course information. Courses go live to coincide with the start of the recruitment cycle, i.e. UCAS Fairs with subject-specific marketing campaigns drive traffic here which are used regularly at SCLS events to provide information and advice, usability testing and improvement conducted</p>

Requirement	Suppliers response
	<p>periodically. We hold parent Information evenings, invited from C and K Careers to all Year 12 parents/carers. We also hold subject-specific stands at each event which include Open Days (Five Open Days per year) with dates chosen to maximise the opportunity to attend, i.e. Saturday's due to parental availability, school/college holidays, minimise clashes with Open Days of competitor institutions, events close to UCAS deadline and exam periods. Offered is general information throughout the Day, i.e. accommodation, student finance, UCAS.</p> <p>Applicants. We conduct subject-specific talks and tours with academic team involvement engaging sessions that inspire an applicant. There is an online tour available to off-campus enquirers. The promotion of Open Days is through emails – pre and post-booking, direct mail activity to pre and post-booking enquirers, organic social activity - engaging content to improve booking and attendance, outdoor advertising campaign in transport and social hubs in critical geographic location, paid, targeted digital advertising campaign - large-scale covering Pay Per Click (PPC), display, retargeting and social, paid school activity – PPC activity drives enquirers to course finder via degree search terms, and we then retarget this audience with open day adverts. Google Analytics and Achiever CRM track all digital activity.</p> <p>Following these events, we have post Open Day calls and calls to Open day attendees who have not applied to Huddersfield. The purpose of appeals is to ensure attendees have all the information they need, conducted by student's ambassadors or academic teams. We add to this using PPC, better known as Google AdWords. Adverts appear at the top of the search listing based on the keywords used for that search, e.g., you may see an Open Day advert on a Guardian article within the Education section or a potential student may see an Open Day advert on an education-related youth site such as The Big Choice. Adverts are placed on websites using automated bidding technology called Programmatic via the Google Display Network. Adverts are targeted based on what a user has previously searched for/interacted with on the internet; we can target these users with our Open Day campaign. Search/interaction criteria include education, University, subject area titles, and open days. These adverts also use demographic targeting such as age and location and, retargeting of visitors to our pre-registration course finder or Open Days webpages with Open Days adverts, e.g., Facebook as visual carousels and, social adverts on YouTube, Facebook, Instagram and Snapchat. We use visually engaging films and animations.</p>

Requirement	Suppliers response
	<p>We offer Taster Days, delivered on campus primarily to schools and college from the geographic area but available nationally with subject-specific activity provided by academic teams. Schools struggle financially, so to get large numbers of students out of the classroom and onto campus, we need to think differently about what we offer and provide something of real value. We will test online equivalent taster sessions to determine the effect on students who may wish to follow the blended learning route. We continuously review how we engage schools and colleges to attend through delivering real added value which aids and enhances their curriculum as well as promoting our campus, facilities and courses available. The full support of the department and academic staff to drive and deliver these types of initiatives forward is an essential requirement. We work with the school recruitment tutor to visit target schools and colleges, promoting all courses within the School, including delivering presentations and, attending in school career events. This activity aims to raise awareness of all professions, follow up includes invitations to taster days on campus and or open days where we target Access students and Year 12 students. We work with the central Data & Insights team to improve data capture for tracking purposes. We work with NHS Partners, to build ongoing relationships to be involved in their career/recruitment drives, including attendance at hospital recruitment fairs, supporting partners at their outreach events and, working with partners on national career drives, including campaign planning, providing content, analysis and promotion. In terms of the UCAS first deadline we use organic social communications include key messaging around 'Why choose Huddersfield?', email to enquirers via CRM system, making applicants aware of busy times so they can plan better.</p> <p>Interviews. We offer interview enhancement to all interviewing courses such as optional facility and campus tours and meeting current students. We interview students applying to Nursing programmes before making an offer, and for blended learning applicants, this will be a multi-room online interview approach.</p> <p>Applicant Visit Days (AVDs) convert applicants to make Huddersfield their firm/first-choice institution. This activity supports admissions activity including offers, special offers, interviews and auditions. AVDs play a crucial role in converting our applicants to enrolments. We offer AVDs on Wednesday and Saturday to maximise the opportunity to attend with general activity in the morning, including accommodation tours and student finance (this activity is optional) and subject-specific in the afternoon. Academic team involvement is required to develop engaging sessions that offer a different experience to an</p>

Requirement	Suppliers response
	<p>Open Day. Promotion of Applicant Visit Days is from October when first applications are processed where a series of subject-specific emails include invite, booking confirmation, reminders, thanks for attending. There are direct mail postcard invites to AVD. This postcard is a useful tool as parents also see it. The further activity builds relationships with schools/ colleges, careers advisors, teachers, parents and prospective students for long term impact.</p> <p>Pre-Enrolment aims to develop our relationship with applicants, confirming Huddersfield is the right choice for them where our pre-enrolment portal offers a series of emails guiding applicants through the pre-enrolment/enrolment journey, joining instructions developed by Schools, welcome webpage and, School/subject Applicant Facebook groups – this provides applicants with an opportunity to make friends before enrolment. It also allows the department to develop more friendly communications to support the applicant journey and create a sense of belonging before admission, with the overall objective to avoid adjustment on Results Day. In July, we send to firm and insurance applicants (two versions to acknowledge difference) key information that reinforces the University’s teaching excellence key messages again to avoid adjustment on Results Day. At results day onwards we offer congratulations for applicants who successfully gained their place at Huddersfield, hectic time and serves as good brand awareness to the network of successful applicants, supported with a Fresher’s Fayre – a series of emails from the Students’ Union to create excitement about the start of term helped further with an annual series of Marketing Communications.</p>
<p>How will you ensure equity of access to the programme in your chosen region</p>	<p>The University is committed to improving and ensuring equity of access to nursing and education in general. We aim to grow our inclusive student community and provide an excellent service to the broader communities we support. Our mission is ‘to deliver an accessible and inspirational learning experience and to engage fully with employers and the community’. Our strapline is ‘inspiring global professionals. To achieve this mission, and to live up to the brand promise, we seek to support every student through every stage of the personal student journey, from considering their first decision to consider higher education as an option, through application, enrolment, their learning experience, engagement with the profession and trajectory into work and further study.</p> <p>We believe we are successful in achieving this mission. In the HESA PI’s published in 2017</p> <ul style="list-style-type: none"> - More than 1 in 6 was from a low-participation neighbourhood, significantly about our HESA benchmark and among the 25 highest performing English HEI’S

Requirement	Suppliers response
	<p>And according to our HESA data return</p> <ul style="list-style-type: none"> - 1 in 4 was from an ethnic minority - 8.8% were students who receive DSA <p>In short, we make a significant contribution to creating opportunities for people often excluded from HE. We continue to review our student data and compare differential groups to highlight any attainment gaps and ensure the appropriate support is available for each learner.</p> <p>Our proposed contribution to ensuring access to the profession links to our approach to “Outreach” which has always been collaborative and based on partnership working with schools, colleges and NHS and community groups. We work with our partners to develop curricula that add value to the profession. The programme of activities we produce is designed to support and reinforce the work of our partners and not only raise awareness, aspiration and attainment among key individuals but also to support cultural change with partner institutions. Our partnerships with FE, HE and NHS colleagues seek to develop progression routes. We divide and classify our outreach work in seven categories:</p> <ul style="list-style-type: none"> - Aspiration and awareness-raising - Reduction of perceived barriers to HE - Supporting attainment - Access to the profession - Provision of clear information to applicants - Building progression agreements - Development of effective partnerships <p>The University is keen to work with NHS employers to ensure recruitment is fair and equitable for what will be a competitive application process, and the applicants show potential to meet the future workforce needs. Recruitment would involve selecting candidates that exhibit talent and the necessary qualities and attributes required, not merely assessing writing capability within a personal statement. The University would be keen to involve service user groups within this process to jointly agree on eligible learners and have experience of working cohesively with the Service User and Carer Network and the University’s Public Partnership Group (PPG). Furthermore, incorporating the NHS visions and values is crucial while recognising candidates who have the necessary experience, motivation and commitment to undertake these challenging programmes of learning. Our current provision uses a constructivist approach building on-field identity to nursing and inter-professional knowledge and understanding, working in harmony with all health care professionals.</p> <p>At the University of Huddersfield, we have, and will continue to invest significant administrative and academic resources to ensure our students</p>

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	<p>receive the best quality of experience throughout the programme of learning. Our state of the art campus, sophisticated IT systems and expert staff experienced in distance learning techniques allow accommodation of a wide variety of cohort sizes. Several equity and diversity issues may impact students’ learning and overall experience in this proposed course. If successful with the tender, we are committed to providing tablets to all blended learners, which will have the complete programme resources pre-loaded for students with no or limited internet access. The tablets will also have links to libraries and other facilities with internet access for students to access. The cost of Tablets on the open market for iPads approximately £450 each with £25 iTunes gift card to cover any Apps the students are to likely need to use. However, these costs are likely to be lower as deals are possible direct from the company when the provision is for educational purposes.</p> <p>The UoH Nursing programmes have a very close working relationship with regional partners representing a broad geographical footprint. We are also working to develop new relationships with partners that will expand our provision to Yorkshire & Humber and extending into areas of the North. This close working will ensure students in practice will have the best possible support. We will ensure that current circumstances are taken into account when placing students. We currently make every effort to place students as close to their home or within easy access to transport. We will cover the cost of some transportation where the student travels to placement further than would be reasonably acceptable.</p> <p>The School and University offer a wide range of support mechanisms for a variety of equity and diversity issues through Student Services, including the Wellbeing and Disability Services. In this service, students can book one-to-one support with the Wellbeing, Disability Advisors or Mental Health Advisors. They can also access Counselling Services at the University. Wellbeing services also offer workshops and support groups (https://students.hud.ac.uk/help/wellbeing/ and https://students.hud.ac.uk/help/disability/). In addition to student services, the Students Union Advice Centre is another place when students can get support. They provide support in a wide range of areas, and again students can book a one-to-one appointment with one of the SU Advisors if they need help (https://www.huddersfield.su/advice/student-life).</p>
Please describe your approach for the recruitment and registration of students	In addition to our response in section 9.2.7, we have the following regional recruitment and registration plans:

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<p>to the course, including how you will work with others to attract and recruit individuals to the programme and how you intend to engage with healthcare and educational partners across your region</p>	<p>We embrace engagement with practice learning partners in recruitment and registration as well as broader aspects of nursing programmes. Our Director of healthcare partnership leads the strategic direction. Not only promoted on recruitment, engagement and co-production is genuinely embraced throughout the development, delivery and management of all our programmes to co-produce our programmes of learning to ensure we meet contemporary healthcare practice and workforce development needs. The UoH is an independent education provider but an active member on local, regional and national engagement forums. All stakeholders to the new programme will be a welcome addition to our current meetings and partnership groups, these include:</p> <ul style="list-style-type: none"> • <i>Validation and approval processes</i> • <i>Strategic Health Education Partnership Group</i> • <i>Stakeholder meetings</i> • <i>Course committees</i> • <i>Tripartite reviews</i> • <i>Annual employer satisfaction survey (ESS)</i> <p>(further information presented in 9.2.11)</p> <p>The University works closely to ensure that recruitment is fair and equitable, and candidates selected meet workforce requirements. Recruitment would involve selecting candidates that exhibit talent and the necessary qualities and attributes required, not merely assessing writing capability within a personal statement. We recognise that we will be working with a broader network of healthcare partners. We welcome this opportunity. Initially, we would promote the new programme by information sharing at regional networks and health forums. With the support of HEE and the other HEIs who are successful with the tender, it would be opportunistic to work together to develop promotional material and launch social media campaigns increasing awareness and celebrating this new route into the nursing profession, providing opportunities to consult more widely on the process and course delivery.</p> <p>Incorporating the regional NHS and healthcare service visions and values is crucial while recognising candidates who have the necessary experience, motivation and commitment to undertake these challenging programme of learning and working. The School, therefore, reviews its engagement strategy to ensure we liaise appropriately with healthcare and other educational partners to guide the School engagement strategy.</p> <p>We are active members of the Council of Deans for Health which operates as a multi-professional organisation and in partnership with other HEIs and provides a forum for intelligence gathering to lead policy developments and political debate at a national level for high-quality healthcare workforce development</p>

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	<p>and research. In turn, we are representative on the Yorkshire and the Humber regional strategy group, to provide a collective voice representing the views of 10 of the regions HEIs. This forum also links into the Northeast Region. Recognising the competitive sensitivities, we work jointly to address concerns and lead the development of the current and future integrated health and social care workforce, influence the impact of change in national health policy; professional statutory regulatory body education and training standards; research council funding for the effective delivery of the health portfolio.</p> <p>As we will be offering the programme in multiple formats from traditional undergraduate pre-registration to Master pre-registration and at direct entry and apprenticeship, we will work with the standard recruitment process, engage healthcare partners and liaise closely with Health Education England to ensure we attract students to all routes. An excellent journey to nursing is now through the Trainee Nursing Associate programme. Our current Nursing programme and this proposed Blended delivery will capitalise on the body of Nursing Associates wishing to transfer to full Nursing programmes. Our proposed plan, in line with our current provision, already maps Nursing Associates into the second year. The Nursing Associates can complete this in 18 months but at present employers are interested in a two year course where the Nursing Associates can continue working part-time in the second year, gaining vital clinical time, before entering the third year full time. The blended learning model will further allow flexibility in this way.</p>
<p>Please describe how your organisation offers innovative learning approaches using technology (for example, use of immersive technology)</p>	<p>Through the use of the VLE, as part of this project, we plan to build on our current distance learning infrastructure to provide a contemporary and responsive interactive learning environment. We recognise to implement a quality distance learning programme, careful consideration and considerable investments are needed to ensure the high quality and the reputation of our TEF Gold rated University.</p> <p>Bringing together experts in NMC 2018 standards and the NMC curriculum development and approval process and our Academic technology lead (with support of the broader academic and professional services teams) we will review all modes of teaching, learning and assessment in the current nursing curricula and develop innovative learning approaches using technology to produce a high quality blended learning curriculum. Some examples may include the replication of scenarios to teach skills and techniques using simulations, role-play using the VLE. We will focus on the design of effective instruction and learning that transcends the classroom and promotes meaningful interaction despite the separation of the student and lecturer.</p>

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	<p>The following evidence details several initiatives that describe how the University of Huddersfield offers innovative simulation-based learning (SBL) approaches that inspire student learning and attainment through innovative and immersive technology. Simulation-based learning (SBL) has developed at a rapid pace in recent years and is now utilised extensively within health professional education. There is a need to prepare students without harming patients, and SBL offers opportunities for students to practice and gain knowledge before exposure to real practice. High-fidelity manikins use technology to replicate human characteristics and provide a simulation of life events that can offer repeated training and development of understanding in a safe environment. SBL, while continuing to be a face-to-face model, is increasingly moving online. This blended learning programme will continue to expose students to live simulation and will add to this virtual simulation. Over the last 18 months, substantial investment in SBL technology at the UoH has ensured that our students receive the advantages of modern high-fidelity simulators and equipment to support immersive learning opportunities, e.g., £100,000 on four human patient simulators that are driven by the latest technology – Nursing Anne Simulator and SimMan ALS.</p> <p>vSim for Nursing is an online interactive virtual simulation product with integrated curriculum resources and evidence that is student-directed for an individualised learning experience. Actions during the simulation are recorded, resulting in personalised feedback to assist in reflective learning. vSim for Nursing is designed for undergraduate and pre-registered nursing students to develop clinical decision-making skills, competence and confidence. It allows students to interact with virtual patients in a safe, realistic environment anytime anywhere. It provides all the different fields of nursing with the opportunity to learn the fundamentals of nursing that may not be immediately accessible in real practice. This technology is being evaluated with students at the University of Huddersfield, Glasgow and Northumbria and is another example of utilising immersive SBL – however, this is student-directed rather than facilitator-led enabling a flexible approach to learning.</p> <p>We will extend the use of vSim with students by providing free Google Cardboard or similar VR goggles, allowing the immersive nature of the simulation to be as real as possible.</p> <p>Through the established web design and video team in collaboration with academics, students and patient & public group, we will develop a range of interactive materials, providing immersive experiences for students. We will translate traditional learning approaches to online. Such translation will go</p>

Requirement	Suppliers response
	<p>beyond merely repeating the elements in the online environment to creating wholly new, innovative and immersive ways of delivery. Examples include; Objective Structured Clinical Examinations (OSCEs) is a common approach to practice and assessment. We will produce a range of online OSCEs that test a full set of skills related to Annex A& B of the NMC standards. Students will be able to observe these and draw upon resources to help them determine the nature of the experience they are viewing. We will provide an interactive multi-station virtual OSCE experience with the constructivist elements of 'see it', 'try it', 'mark it' and 'feedback'. Students will be able to complete the OSCEs in their own time as a formative process before being assessed in full examination conditions in the final OSCEs. To minimise travel for students across the Northern Region, we will make arrangements with local partners such as trusts and their practice support teams to have students attend their sites for final OSCEs, ensuring equity and enable real examination conditions. There are examples of online OSCEs from the quite basic to highly immersive, e.g., http://www.oscepass.com/.</p> <p>We will also develop digital "problem-based learning" (DPBL) scenarios, where students can work in their prescribed groups online to establish issues presented in a case. These cases will be asynchronous and time-limited where a piece of information on the case will be available to students, following some activity by them a second piece will be revealed and so on until the case is complete. The examples will include live video interaction between patients and healthcare staff, realistic clinical results and other vital information to guide students through the process. The VLE has a tool which allows their work to receive automatic feedback based on text analysis. On completion of the cases, a self-evaluation will occur to check the students identified all expected in the case. If they missed some vital component, then the module team would offer additional resources in the form of articles, presentations or other relevant materials. A recent systematic review has found DPBL to be as effective as face-to-face PBL and more effective than traditional face-to-face learning for both improved knowledge and skills (Car et al., 2019, DOI: 10.2196/12945).</p> <p>We will also use existing immersive technologies for face-to-face delivery where applicable, including; Nursing Anne Simulator is a high-fidelity simulator designed to cover every aspect of modern nursing education and offers our students safe and realistic practice on core nursing skills from fundamental assessments and critical thinking to advanced interactions. We develop scenarios where learners can interact realistically with manikins in a simulated clinical environment that can talk, breathe and blink spontaneously.</p>

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	<p>Students interact with Nursing Anne and can learn to respond to Anne’s physical state that is controlled by the facilitator or pre-set scenarios utilising wireless technology. Students can undertake realistic assessments of vital signs such as bilateral blood pressure and perform an intervention such as lying Anne flat if they detect low blood pressure. Nursing Anne’s blood pressure will increase if this is the correct nursing intervention. Nursing Anne offers facilitators design of fundamental and complex scenarios that are relevant to the students learning requirements and deliver full and immersive interaction with these patient simulators that facilitate skill competencies such as inserting an intravenous cannula and the underpinning critical thinking that supports such an intervention and skill. SimMan ALS is a high-fidelity manikin providing pre-hospital and in-hospital emergency care teaching and learning experiences. We design realistic and context-driven scenarios that are evidence-based and enable students to develop basic to advanced assessment life-support skills utilising technology that interacts with the students. For example; if SimMan ALS experiences a cardiac arrest, students can learn to manage every aspect of resuscitation as recommended by the Resuscitation Council UK, including airway management to using a live defibrillator. Such an immersive experience can be simulated in any appropriate environment to re-create realistic scenarios and teaches many essential requirements, including teamwork, communication and safety. Such examples utilise high-fidelity manikins that can create practical and immersive SBL activities to create contextual learning activities that promote critical thinking and action through doing. These manikins house technology that automatically captures and records a data log for evaluation and de-briefing. An example of this regarding the resuscitation scenario is the technology records and visually shows the effectiveness of the chest compressions in terms of where the student has placed their hands on the manikin’s chest and if they are achieving the correct rate and depth of chest compression – essential to maintain cerebral perfusion and life. Such technology provides vital evidence for student evaluation and reflection upon their learning post immersion in a simulation event.</p>
<p>Please describe your approach for working in partnership with Health Education England throughout the development and delivery of this service as well as regional partners in your chosen area to best utilise existing tools,</p>	<p>Health Education England</p> <p>Our HEE and NHS partnership networks are extensive, particularly across the North of England. We have an established relationship with HEE and already work in partnership on projects and continuous QA and contracting processes. We meet quarterly for individual workforce reviews and sit on the Yorkshire and the Humber HEE Deans/Directors Engagement Group.</p> <p>We will negotiate our approach to working in partnership with HEE throughout the development and delivery of this project, ensuring it meets HEE minimum</p>

Requirement	Suppliers response
<p>techniques and expertise within the region</p>	<p>requirements. We are happy to provide monthly reports/updates mainly through the curriculum planning and approval processes, and this can be in writing or face-to-face meetings.</p> <p>We have several examples of HEE commissioned projects which have resulted in successful partnerships and positive outcomes including</p> <ul style="list-style-type: none"> • 2019/20 – Student-led Engagement Community Project (£30k) • 2019/20 – ACP/Podiatric Surgery apprenticeship mapping and career frameworks (£20k) • 2016/17 – Exploring Attrition through the experience of Return to Practice Students (£21k) • 2015/16 – Innovation and Development in End of Life Care (£75k) <p>We are also a key member in the successful partnership bids across the West Yorkshire ICS for:</p> <ul style="list-style-type: none"> • 2020 – Enabling Effective Learning Environments (£375k) • 2020 – Midwifery Expansion project (£55k) <p>Regional Healthcare Partners</p> <p>The relationships we have with healthcare partners is very much valued and vital strength of the School and more comprehensive University. All of our health courses are developed, delivered and managed in partnership with employers to ensure that we support the healthcare workforce development agenda and utilise clinical expertise.</p> <p>Our healthcare programmes are designed and delivered in partnership with multiple employers across the whole of West Yorkshire. Our nursing programmes most geographical ‘local’ connections are with Mid Yorkshire NHS Trust, Locala CIC, Calderdale & Huddersfield NHS Trust, South West Yorkshire Partnership Trust and Wakefield, Calderdale and Kirklees CCGs, Primary & Social care settings. We have broader NHS partnerships across our AHP and Post-registration programmes across the whole of Yorkshire and bordering some Lancashire NHS organisations. Regular stakeholder meetings ensure that the programmes remain responsive to the workforce development needs of all parties involved. If successful with this tender, we will proactively work with the NHS and healthcare organisations as this mode of delivery is planned to attract and support a wider geographical audience.</p> <p>Course-specific stakeholder meetings guide all healthcare programmes. The School holds quarterly Strategic Health Education Partnership (SHEP) meetings with all education leads from practice learning partners to guide the School employer engagement strategy. We engage employers in all aspects of nursing programmes, including programme development, delivery and management</p>

Requirement	Suppliers response
	<p>to co-produce our programmes of learning to ensure we meet contemporary healthcare practice and workforce development needs; this includes:</p> <ul style="list-style-type: none"> - <i>Validation and approval processes</i> – employers from all levels, including learners, NQP, clinical supervisors, consultants and managers, are represented throughout the curriculum development process and integral to the course development team. They also act as internal and external panel members at validation and approval events. - <i>Strategic Health Education Partnership Group</i> – Senior representation from partner organisations, meet tri-annually provide feedback on all our provision and we work in partnership to plan cohort numbers and frequency and ensure our programmes meet quality standards. - <i>Stakeholder meetings</i> – these are typically held bi-monthly (based on programmes requirements) and comprise service managers, and education leads from all partner organisations. The partnership team meets to plan and implement admission and selection processes, course content, placement allocation, learner and employer or quality assurance processes and action plans and generally negotiate course developments or additional clinical requirements. - <i>Course committees</i> – include employers, course administrative and academic teams, service users, and Computer and Library services. Course committees oversee the management of the course and feed into the annual evaluation of the provision. Learners also attend this event to facilitate open and consistent dialogue about expectations and challenges of the course. - <i>Tripartite reviews</i> – Employers engagement and satisfaction feedback received at the tripartite (learner/employer/provider) discussions undertaken on a 12 weekly basis and if any issues or concerns these meetings are held more frequently as necessary - <i>Annual employer satisfaction survey (ESS)</i> – To ensure the feedback received from employers is purposeful and meets the needs of the partnerships the template for the next steering group (18 Sept) will finalise the ESS ready for distribution. <p>The most valued feedback of our effective partnerships is from employers and learners who continue to come to Huddersfield as their first choice University to develop and deliver high-quality nursing courses.</p>
Please demonstrate how you are able to support the needs of the multitude of	The University provides excellent technical support which is accessible to all learners and offers full service on a 24 hours a day, seven days a week basis. The University of Huddersfield’s experience in supporting students at all levels

Requirement	Suppliers response
<p>different learners with different digital skills ability to fully utilise the blended learning approach of the programme</p>	<p>develops their digital skills. The School has many distance learning programmes already available, including the Nursing Studies (Top-up) (Distance Learning) and, to meet the rapidly changing needs and expectations of healthcare environments, this course provides the opportunity for qualified nurses to undertake a top-up degree through distance learning. Distance learning approaches may be flexible but are very challenging for learners at all levels and who may find it difficult to balance study, work and education. The blended delivery model for this programme offers student time as flexibly and fully structured with attendance as a combination of regular optional and mandatory meetings. Teacher support is for feedback on assignments and exams, continuous Personal Academic Tutor (PAT) support with feedback on request and student interaction is via online group works/assignments. We will expand online modes of support and contact in the proposed blended Nursing programme.</p> <p>We registered successful applicants on the module/course spaces within the University's VLE and pre-course materials will be provided with information regarding using the computer systems and associated resources relevant to the course. We will direct students to complete a 'Student Distance Learning Driving License' before starting the course; this resource provides step by step guidance on enrolment and how to study using distance learning resources ensure a smooth transition into learning through this mode.</p> <p>We are committed to providing high quality and personal support to all learners as investing in this support has a positive impact on the learner experience, progression and retention. As described earlier, if successful, we are committed to providing tablets such as an iPad to all learners, which will have the complete programme resources pre-loaded for students with no or limited internet access. Assessment of students with disabilities who may be limited by digital deliveries such as poor eyesight will have reasonable adjustments made to ensure they can be successful in the programme. All academic staff involved in the programme will have completed the Facilitating online learning programme to ensure that they can provide an adequate level of support to all individuals accessing this alternative mode of delivery. We commit to a 1:15 staff to learner ratio for the personal academic tutor (PAT) allocation. The PAT is the named individual who will support the tripartite reviews and action plans and oversees progression, achievement and attendance. This system aims to both improve the student's experience of learning and teaching and increase retention and achievement rates.</p> <p>Specifically, personal academic tutors:</p>

Requirement	Suppliers response
	<ul style="list-style-type: none"> • Monitor and support engagement with the programme resources • Provide a personal contact for the learner • Contact the learner at least five times a year (touchpoints) • Contribute to the learners PDP • Act as a liaison between the learner and course leader to seek any improvements required • Offer guidance, assistance and support in managing the learning experience • Recognise when the problems presented and seek advice and support for the learner through the University/ School or Employer referral processes. • Work with the student to review and reflect upon their progress and if necessary on ways to improve it. • Take part in supportive training events <p>Our outstanding Academic Skills Development Team (ASDT) provides support, development and encouragement for learners at all levels and provide help on a range of academic skills areas. Introductions to the ASDT team ensure learners are actively involved right from the beginning of the course. The School hub is an established team based at the entrance of our main building. The Hub is a team of administrators who provide individual and ‘drop-in’ support to all learners; examples include access to mental health and wellbeing services, supporting academic, regulatory advice and applications for extensions. The Student hub is also a ‘one-stop-shop’ for making appointments with academic staff and the Academic Skills Team: https://studenthub.hud.ac.uk/Pages/Home.aspx</p> <p>Recognising commitment to support of the whole learning journey from recruitment to exit as a full-time programme including practice placements and work-based learning; a unique, clinically current and responsive team is in place. Overseen and supported by experienced academics, the group includes Clinical Educators and Lecturer Practitioners who are responsible for delivery of the whole learning experience and ensuring the learner makes regular progress towards achieving the relevant competencies including, progress; assessment; tri-partite reviews; tutorials. Databases and the SharePoint records are available for tracking and evidence.</p> <p>The tripartite review and individualised action plans, learners, including those that are abler, are challenged, and those learners that need additional support are signposted help. We record Tripartite progression, and formative reviews in practice on SharePoint for tracking and evidence, undertaken as frequently as required to ensure the learner are supported as individually needed but as a minimum every 12 weeks, with action plans developed in agreement with those learners who are not progressing to plan.</p> <p>Teaching, learning and assessment strategies are inclusive of diversity. The team have completed a piece of work entitled ‘Diversity within the curriculum,’ which will assist in incorporating a variety of learner demographics. This work has been adopted by other programmes in the</p>

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	School and nationally by a professional diversity steering group. This work enables the learner to see themselves reflected within the curriculum and recognises diversity.		
Please provide an overview of the project/programme delivery risks and provide proposals to mitigate these risks to ensure smooth delivery	If successful with the Tender, presented below is a brief project delivery plan with associated timelines. As previously discussed the UoH is currently delivering year 1 and 2 of the NMC (2018) standards in the level 6 programme (09/2018 students transitioned to the new NMC standards) therefore the current programme and associated modules will be mirrored with a review of teaching and learning methods to allow increased blended learning approach:		
		Activity	Risk and mitigation
	Apr 2020	Contract Awarded	Legal concerns and or conflict of interest within the contract – JG will liaise with HEE and the legal team for timely resolution of any concerns.
	Apr 2020	Staff identification/recruitment : Project lead: Dr Jackie Vasey (NMC correspondence) Academic lead: Dr Stephen White Web team: To be recruited	Staff identification/recruitment: Project & Academic lead currently employed at UoH We are recruiting Web team to build resources: Job Description and monitoring forms prepared by BT for the timely recruitment process. Proactive recruitment campaigns such as promoting posts within the School of Computing and engineering advertising to alumni
May-Sept 2020	Staff engagement - Curriculum teaching and learning resources review and update of programme documentation	Core teaching and learning team already identified. Build time to undertake the 'Facilitating online learning course.'	

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	May 2020 to Jan 2021	Employer engagement and broader consultation with regional employers Service User/Patient voice	Access Regional networks and forums. Promotional tools, social media campaigns to increase awareness, consultation and engagement
	Aug/Sept 2020	NMC approval process through major modification	Delay in the approval process – we have extensive experience in this area so through planning and organisation we hope to prevent any delays
	Sept 2020	Student Marketing and Recruitment campaign	Programme launch through: Social media School web pages Radio advertisement etc. Media campaign focused at under-represented groups
	January 2021	Level 7 programme commencement	
	March 2021	Level 6 Programme commencement	
	<p>The University is a large organisation that is the education and training provider for approximately 20,000 learners and employees c. 2,000 members of staff. We, therefore, have robust and transparent policies and structures in place to identify ongoing risk, prevent and manage any disruptions for our team and learners.</p> <p>The following policies and documentation are in place concerning our corporate readiness and available upon request:</p> <ul style="list-style-type: none"> - Business Continuity Management (BCM) Policy. - Critical Activities identified by the Strategic Business Impact Assessment - Business Continuity Management Group - University Hazard and Threat Matrix 		

Requirement	Suppliers response
	<ul style="list-style-type: none"> - Strategic Business Impact Analysis - List of critical activities in priority order <p>The University manages disruption as we may have to deal with such situations anytime. The business continuity management programme is an on-going management and governance process supported by the School Senior Leadership Team (SLT) aimed at ensuring that necessary steps identify the impact of potential incidents, maintain viable recovery strategies and plans, and ensure continuity of Teaching and Learning as well as Research and Enterprise. The BCM programme encompasses the University's core activities, including teaching, research, support services and facilities, irrespective of the location of delivery. It is a requirement that all Schools and Services carry out a Business Impact Analysis (BIA) and develop Business Continuity Plans (BCPs) for their principal activities. This approach aims to provide structured guidance and procedures to support active recovery in the event of a disruption. The University reviews plans, tests and maintains them to ensure that they remain relevant and will be useful if called upon following an incident. Plan owners must address training and succession needs, providing periodic updates of documents.</p>
<p>Please provide a detailed description of the support students will receive during the programme to address their health and well-being needs.</p>	<p>The University has established policies and procedures in place, all of which were reviewed, updated for September 2019 implementation. The School Student Hub is the first point of contact for student queries in the HHS and currently operates in regular work hours. We will aim to expand this to out of hours contact. The current support available includes appointment booking with academic staff, welfare advice, assistance with the extension and extenuating circumstances processes, regulatory guidance, uniform orders and fitting, signposting and referrals to other services with additional support available in person, over the phone or via emails.</p> <p>The University is very proud of the health and wellbeing support it provides to our students, all of which are available both on-campus and distance-based learners. The student accesses our well-being services through the following link: Wellbeing services.</p> <p>The School of HHS hosts a 'student hub' which is an established team based at the entrance of our main School building. The hub is a team of administrators who provide individual and 'drop-in' and online support to all learners; examples include access to mental health and wellbeing services, supporting academic, regulatory advice and applications for extensions. The student hub</p>

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	<p>is also a 'one-stop-shop' for making appointments with academic staff and the Academic Skills Team:</p> <p>Our Central support services are accessible through iPoint: This includes anything from enrolment to wellbeing, iPoint</p> <p>The iPoint team advertise: <i>'Do you not know where to turn? Do you just want to chat to a friendly face? If we can help you straight away we will do. If we can't help you then we will make it our job to find out who can!'</i></p> <p>We recognise that nursing is a profession, and our students will experience some challenging and potentially distressing situations that may have a significant impact on them. During the working week, we have tutors and student wellbeing services, but we are very aware that students may need support services out of regular working hours. We are therefore working with our student union representative and practice partners to ensure 24/7 support/counselling services are available to all of our learners through a 24/7 telephone support line and a support app. We plan to have this in place by 09/2020.</p> <p>The University is committed to the physical and mental wellbeing of learners. All learners are proactively encouraged through PDP and tripartite reviews to access:</p> <ul style="list-style-type: none"> - TeamHud: University health and fitness centre and gym http://sport.hud.ac.uk - The University's Wellbeing Centre: https://students.hud.ac.uk/wellbeing-disability-services/ <p>Mental Health Services: https://www.hud.ac.uk/media/policydocuments/Student-Mental-Health-Policy.pdf</p>
<p>Please describe the policies and procedures in place to address concerns, complaints and grievances of students</p>	<p>The following information is the guidance that we provide to all students regarding concerns, complaints and grievances: If you are not satisfied with your university experience, or with any of the services we provide, it may be possible for you to resolve your concerns informally without raising a formal complaint. We provide support to help you do that:</p> <ul style="list-style-type: none"> • All schools have student conciliators, and you can discuss your complaint with them in confidence. They can help you decide the best way to resolve the problem and support you in doing that; • You can speak to your personal academic tutor, course leader, or module leader; • You can approach the student support and/or guidance team in your school.

Requirement	Suppliers response
	<p>If this approach does not work or you feel the more formal procedure is appropriate in your case, you should follow the <u>Student Complaints Procedure</u>. You should read this carefully because it tells you what to and when to do it if you decide to raise a complaint.</p> <p>This procedure may be right for you if:</p> <ul style="list-style-type: none"> • You have a complaint about any programmes, modules, services or facilities we provide; • You have a complaint about any action (or lack of action) that we as a university or a member of our staff may have taken; • You have a complaint about another student. <p>This procedure is for students and is not available or appropriate for third-party complaints.</p> <p>Student Complaints Stages</p> <p>There are three stages to the procedure:</p> <p>Stage 1: School-Level resolution</p> <p>Stage 2: University-Level resolution</p> <p>Stage 3: Request for an internal review of your complaint.</p> <p>Confidentiality and Anonymity</p> <p>We will handle your complaint, sensitively and confidentially. However, we will need to give a copy of your complaint to the person or service you are complaining about so that they can address the issues you are raising. They have the right to reply to the complaint.</p> <p>If you wish, we can anonymise or redact your complaint in certain circumstances, but please bear in mind that it may not be possible to protect your anonymity in all cases – we can discuss this with you if it is a concern when you submit your complaint. If you would like to raise an issue anonymously, you could use the University’s <u>Report and Support</u> tool. Anonymous concerns or complaints will not be dealt with under this procedure.</p> <p>Information collected through investigation of your complaint will only be used to consider your complaint and will remain confidential. We may discuss your complaint with a third party in line with our data protection policies.</p> <p>Complaints about staff members</p> <p>If you make a complaint about a member of staff, we will investigate this. We recognise that staff may be anxious about any complaint made about them, whether or not your complaint is justified. We have a duty to support both the student and the staff member in these cases and you should be aware that:</p>

Requirement	Suppliers response
	<p>We will tell the member of staff about your complaint straight away; They have the right to respond to the complaint at any stage in the process; We will share all the documents and evidence with both you and the member of staff; The member of staff has the right to be supported by their line manager, another senior colleague or a trade union representative throughout the process.</p> <p>Depending on the nature of your complaint, we may need to refer the complaint to be considered under the staff disciplinary procedure. If this is the case, we will explain this to you and your complaint will be referred to Human Resources. We will then take your complaint forward through the appropriate HR process. Once the matter is concluded, we will let you know. Although for reasons of confidentiality and data protection, we will not be able to give you specific details about the outcome, please be assured that we take all such complaints seriously and deal with them appropriately.</p> <p>General Information</p> <p>If your complaint would be more appropriately dealt with using a different University procedure, we will advise you which procedure to use and why. If you have raised an issue using a different procedure, we may choose to consider it under the Student Complaints procedure instead. If so we will explain this to you and confirm the correct procedure to be used. If we uphold your complaint or parts of your complaint, we will make recommendations to the school or service involved. As far as reasonably possible we will put in place measures to prevent the issues you have experienced happening again.</p> <p>1.1</p> <p>1.2 <i>Student Complaints Procedure</i></p> <p>Before making a complaint you should speak to the school or service that you would like to complain about. We also encourage you to seek advice from the <u>Students' Union Advice Centre</u> and/or one of the <u>student conciliators</u> because they have experience in resolving complaints. We will try to resolve your concerns informally through conciliation. Conciliation is the informal consideration of your concerns with a view to finding a positive resolution. The process will depend on the nature of the concern you have raised. The Students' Union Advice Centre can provide you with independent advice and you can be supported by one of their advisors at any stage of the student complaints procedure. There are deadlines within this procedure and we expect you to keep to these unless you have compelling independent evidence</p>

Requirement	Suppliers response
	<p>to show why you could not do this. We are also expected to meet our deadlines but there will occasionally be times when we are unable to do this for good reason. If so, we will let you know why and keep you informed of progress.</p> <p>Stage 1 School-level Resolution If you remain unhappy you should complete Stage 1 of the student complaints form. Please give us the details of your complaint and tell us the solution you would like in order to resolve your complaint.</p> <p>You should make your complaint at Stage 1 as soon as possible and no later than one calendar month of the incident which has caused you to complain unless you can provide compelling independent evidence which shows why you could not raise the complaint sooner.</p> <p>If you are complaining on behalf of a group of students you must attach a sheet to the student complaints form, containing the names and signatures of the students who form part of the group raising the complaint. You should ensure that the members of the group have agreed with the content of the complaint and any supporting evidence that is sent to us.</p> <p>If you would like someone to complain for you, you will need to provide us with your written authority by emailing us from your university email account to confirm who will be making the complaint on your behalf. You should send your completed student complaints form to your School Manager and it will be passed to the relevant person within the school or service who will investigate your complaint. This person may invite you to meet with them to discuss your complaint.</p> <p>You should receive a response, providing reasons for the outcome, no later than 20 working days of the date that we received your Stage 1 complaint.</p> <p>Stage 2 University-level Resolution If you are unhappy with the Stage 1 response you should complete Stage 2 of the student complaints form. You should ensure that Stage 1 also remains completed from the earlier stage of your complaint. You should email the completed student complaints form to Registry via studentcomplaints@hud.ac.uk no later than 10 working days of the date you were issued with the Stage 1 response, Registry will investigate your complaint unless your complaint is about Registry. If your complaint is about Registry we will ask a senior member of staff within the University to investigate your complaint. As part of our investigations, we may ask to meet with you and other people involved in your complaint. We will send you a written response</p>

Requirement	Suppliers response
	<p>providing reasons for the outcome no later than 20 working days of the date that we received your Stage 2 complaint.</p> <p>Stage 3 Request for Review If you are unhappy with the Stage 2 response you can request a review by emailing studentcomplaints@hud.ac.uk no later than 10 working days of the date you were issued with the Stage 2 outcome. You will need to explain why you are unhappy with the Stage 2 response when requesting the review. We will review your complaint to consider whether the student complaints procedure was followed correctly and whether the outcome reached the formal stage was reasonable. The reviewer will be someone who has not been involved in the previous stages of this procedure and their decision will be approved by a Pro-Vice-Chancellor. We will send you a written response, providing reasons for the outcome, no later than 20 working days of the date we received your completed complaint review request form. The reviewer's decision will be final and will bring to an end the University's internal procedure. There are no further stages and we will issue you with a completion of procedures letter at this stage.</p> <p>Independent review of student complaints You can request an independent review of our final Stage 3 decision. You will need to send your completion of procedures letter to the Office of the Independent Adjudicator (OIA) within 12 months of the date of the completion of procedures letter.</p>
<p>Please provide details of your strategies to ensure engagement and recruitment from underrepresented groups.</p>	<p>Engagement</p> <p>Widening participation and enabling all individuals to reach their full is at the heart of our learning strategy in the nursing programmes. Despite this proposed more flexible mode of learning, the NMC has clear expectations of the student nurse to complete a specific number of hours of education. Therefore, monitoring engagement in the blended learning course is an essential part of the programme and already possible through our current VLE.</p> <p>Positive, enjoyable and individualised experiences along with clear expectations, are essential to maintain active engagement. Throughout the programme of high-quality learning experiences, the assessment and feedback strategy defines a series of expectations that applies to learners including formative assessment and feedback on at least one piece of work per module that informs the subsequent summative assessment. The Formative work might comprise an essay plan, mock exams, practice OSCEs, online quizzes and exercise provides the learner with the opportunity to provide receive personalised feedback which is clear and accessible and enables them to learn and to seek further clarification.</p>

Requirement	Suppliers response
	<p>Our Personal Development Process (PDP) promotes appropriate support and challenges individual learners and allow discussion of assessment readiness and development needs before assessment processes. Consideration of an even spread in the assessments, minimising circumstances in which learners submit multiple pieces at one time. Formative feedback provides sufficient opportunity for the learner to develop their work.</p> <p>All assessments ensure that graduates develop their knowledge, skills and behaviours to practice as a competent nurse. Assessments strategies are therefore supportive, but suitability is challenging to provide the learner is fit to practice as a registered nurse by the end of the programme. The learner will receive regular contact with their Personal Academic Tutor (PAT) and Practice Assessor in the form of the tripartite meetings.</p> <p>Recruitment</p> <p>The University welcomes applications without discrimination. Our marketing materials are inclusive and attempt to recognise and reflect the diversity of professional nursing practice. We monitor our demographics strictly on our current nursing programmes. If highlighted, we generate action plans for any significantly under-represented groups. In brief, at Huddersfield, our current nursing programmes show that BME representatives are slightly higher than the census with just over 3% Black/Black Caribbean and 5% Asian/Pakistani learners. As per the overall picture in the nursing professions, male representatives are poorly representative with only 8% in the BSc Nursing cohort. Since the removal of bursaries in nursing and the health professions in 2016, there has been a significant drop in the number of mature students however the introduction of apprenticeships has seen a substantial increase in mature learners; we hope that the return of the Universal grant will continue to see an increase in this trend.</p> <p>The University and School have several strategies in place to ensure we are targeting all of society in our recruitment. Within this strategy, we are establishing ways to engage under-represented groups such as men, mature students and students from Black, Asian and Minority Ethnic Groups (BAME). As we highlighted in section 9.2.7, we work closely with potential students, families and schools in all stages of the admission process. Our digital recruitment campaigns provide specific targeting of under-represented groups, through key-word and particular website/social media engagement.</p> <p>We have mechanisms in place to ensure under-represented groups, once they enter, the University have all the support they need, e.g. we have a BAME champion with BAME student ambassadors in the School. We identify on admission those students who have come from alternative entry routes,</p>

Requirement	Suppliers response
	<p>making them more vulnerable to withdrawing from the course. For these students, we offer additional support and assistance. The University of Huddersfield recruits overwhelmingly for under-represented groups in higher education. The majority of our students are from IMD1 and IMD2 areas – the two most deprived areas in the UK according to the Index of Multiple Deprivation. Also, many of our students are commuter students; from BAME backgrounds; start their studies with BTEC or equivalent Level 3 qualifications and are the ‘first in their family’ to go to University. Students from these under-represented groups are attracted to the University through its systems of support both academic and pastoral.</p> <p>We have a Schools and Colleges Liaison and the Wellbeing Team providing specific support and advice for Care Leavers when they are applying to the University. The Flying Start programme, for example, encourages students in their transition from school and college to University and helps to build a sense of belonging amongst students. Peer mentoring or buddying systems provide peer to peer support for many of our students. Academic societies offer various social and cultural activities linked to learning which help to build the social capital of our students. We attract students from diverse backgrounds by the opportunity to extend their knowledge in real-world situations helping them to understand the relevance of their studies. Student-led community clinics exemplify this real-world approach to learning. We increase awareness through open days, for example, by holding frequent events for nursing and allied health subjects, to increase the participation of underrepresented groups such as men onto nursing programmes. We work in close partnership with our Trust colleagues to promote the diversity of health care careers while the variety of work placement opportunities also helps in this endeavour. We use the Headstart Huddersfield, a new compact scheme aimed at Widening Participation participants. Successful completion gains 8 UCAS points to use at the University of Huddersfield and has National reach. The programme has been designed to provide fairer access for those groups currently facing barriers and therefore underrepresented in Higher Education. We work with Schools and Colleges who are presently undertaking the Aspire project, which involves working with specific students on their student journey from junior school right through to secondary school and university application. These students are at junior schools in the Huddersfield area who then go to Royds Hall community school. Teachers identify these students as having the ability to go to University, must meet specific criteria to be eligible for the project, like receiving free school meals, being in care, having additional needs and, parents not going to university. Each year the students are filmed and asked questions like what they want to do in the future, they also supported with</p>

Requirement	Suppliers response
	SATS and other things through their journey to university. This project is currently in its second year. We also represent diversity in all our marketing materials too where possible, e.g. photos and films.

ITT Submissions

Service Overview

Please identify the [region\(s\)](#) (one or more) you plan to cover to deliver this pre-registration blended learning training (London Region, Midlands Region, East of England Region, North East and Yorkshire Region, North West Region, South East, South West Region (for information only)

The response from bidders must include:

- [Details of the regions in which they propose to deliver the service and why?](#)

The University of Huddersfield (UoH) proposes that our new blended learning adult nursing programmes will be in addition and offer more flexible routes within the current suite of quality nursing provision delivered at the UoH. The programmes will be delivered in partnership with NHS and healthcare services primarily across the Yorkshire region. This could be expanded to stretch more widely across the North East, Midlands and/or North West depending on demand and capacity across the geographical area.

The UoH is conveniently situated on the M62/M1 corridor in the 'centre' of the England providing relatively easy campus access throughout the regions either by road or public transport. We have established partnerships with NHS and healthcare organisations who are supportive and committed to this proposal.

We currently welcome students/learners from a wide geographical spread to our undergraduate and postgraduate nursing provision. Through the new programmes we will ensure that we maximise and vary our delivery options focusing on the majority of the new route adopting a distance learning approach. We will only welcome learners to campus for learning when absolutely necessary for essential competency based education, where face-to-face simulation facilities are required. We will endeavour to be as flexible as possible with the rest of the programme so individuals can study at their convenience and access practice at a location of convenience.

Service Overview

Please provide a named contact within your organisation, and their contact details, who will act as the project manager for this service (for information only).

The response from bidders must include:

- Name and contact details for the project manager for this service.

Professor Barry Tolchard
Head of Nursing and Midwifery
University of Huddersfield
Queensgate
HD1 3DH

Email: b.tolchard@hud.ac.uk
Tel: +7729 638772

Dr Joanne Garside
Director of Health Partnerships
University of Huddersfield
Queensgate
HD1 3DH

j.garside@hud.ac.uk
+7772 890930

Barry holds overall responsibility for implementation of the nursing and midwifery portfolio. Joanne is the named project manager and HEE point of contact.

Service Overview

Provide details of any successfully delivered health-related course(s) which has required placement supervision and signoff that you have delivered in the last 3 years.

The response from bidders must include:

- Number of students starting each of the programmes over the last three years and the rate of progression from year one to year two
- Attrition rate and reasons for attrition
- Success rate and contributory factors
- HEE commissioned or other funding models

The UoH has a long history of delivering high quality nursing programmes that meets professional body, NHS and health care workforce needs. The Nursing and Nursing Associate courses are managed through the Department of Nursing and Midwifery. Professor Barry Tolchard leads the Department which hosts the MSc Nursing (pre-registration); BSc Midwifery, BSc Nursing and Degree Nursing Apprenticeship all of which are delivered for adult, child, mental health and learning disabilities fields. The FdSc Nursing Associate Apprenticeship inaugural cohort began in June 2018. Overall profile:

UG Nursing

2018/2019

Applications 1576/Enrolled 483

Progression = 80.25%; Retention = 91.36% (90% adult; 90% child; 90% MH; 75% LD)

Overall satisfaction: 88.04% (Child = 100%; Adult = 87.95; LD = 84.62; MH = 73.91)

2017/2018

Applications 1788/Enrolled 401

Progression = 93.0%; Retention = 92.44% (84% adult; 95% child; 80% MH; 90% LD)

Overall satisfaction: 81.60 (92% adult; 95% child; 68% MH)

2016/2017

Applications 2183/Enrolled 394

Progression = 91.78%; Retention = 93.43%

Overall satisfaction: 88.46%

PG Pre-Reg Nursing

2018/2019

Applications 271/Enrolled 91

Progression = 93.59%; Retention = 91.46%

No NSS for satisfaction

2017/2018

Applications 196/Enrolled 82

Progression = 90.48%; Retention = 93.10%

2016/2017

Applications 263/Enrolled 61

Progression = 81.82%; Retention = 90.91%

Nursing Associates 2018/2019 (Apprenticeship Levy funded)

2018/19

(employer recruitment) Enrolled 177

Retention 80% (first cohort to qualify May 20)

2019/20

Enrolled 160; Retention 94%

Attrition is complex and closely monitored for trends. Most of the students who withdrawn from the nursing courses highlight that nursing is not the correct career choice for them but often transfer to another UoH programme. Other leave due to personal circumstances often out of their control.

Our success is the result of many combined factors but mainly a team who are passionate about nursing, experts in their field and committed to supporting students at all levels of academic study to progress their career in nursing. All of our nursing programmes are co-produced, managed and reviewed in partnership with our NHS and local healthcare partners, service users and carers and students – these partnerships were commended in our recent approval events.

We attribute our success to many other factors including the quality of teaching and learning as evidenced by the TEF Gold awarded in 2017.

Clearly evidenced by the fact that we offer all four fields with excellent outcomes for nursing students who completed with a 'good' degree outcome in 2018/2019 was 91% adult; 100% child; 95% MH and 90% LD

Service Overview

Describe the skills, experience and capability of the faculty required for each element of the programme as part of the detailed requirement of the specification

The response from bidders must include:

- Existing staff and planned recruitment
- Technology expertise- in house or external

The UoH sets high standards for their teaching staff, and all must hold Fellowship of the Higher Education Academy. On appointment, if staff do not own these requirements, they are supported with time and resources to enable achievement. The academic team includes a blend of nursing academics from traditional professors and lecturer/senior lecturers (Profiles: <https://pure.hud.ac.uk/en/organisations/department-of-nursing-and-midwifery/persons/>).

The team of 70 nursing academics are expanding alongside the growing provision. These staff provide pedagogical and professional expertise required for each of the four fields of nursing.

Dr Stephen White is our academic lead for technology enhanced learning & research. Stephen's passion for using and promoting technology in education ultimately led to his current role being established in 2014, where he works with colleagues to innovate and enhance the student learning experience and to support and inspire high quality teaching and learning developments which reflect the research-led pedagogies of the University. Stephen has published with both UK and international colleagues on the implementation and evaluation of blended/hybrid learning.

We have a dedicated learning technology team led by Paul Dagg. Paul and his team has worked closely with Nursing for many years supporting continual innovations in teaching and learning including web and multimedia projects and innovative use of learning technologies for teaching and assessment. Paul and his team have experience in use of VLEs/LMSs and related tools, audio and video production and web development.

We are committed to increasing academic and professional services staff to support the additional planning, approval and management of the programme. The UoH is one of the most financially stable HEIs in the country (top 5 percentile) which ensures long term commitment and stability for the student/learner. Additional investment will focus on marketing, technical services, and academic support staff discussed later.

All academic staff involved in the blended learning route will undertake the University's staff development course '*Facilitating Online*' which aims to introduce participants to online tools, strategies and techniques by experiencing engagement as a learner, to inform future implementation within their practice either wholly online or within blended/hybrid delivery. The course requires engagement, completion, and reflection on both individual and group online activities over several weeks, where participants develop individual lesson plans through a process of peer and tutor feedback, which are subsequently implemented and evaluated by their students.

Partnership Working

Please describe how partnership working by clinically, professionally and technologically credible staff will promote high quality blended learning.

This could include:

Any contractual agreements with trusts to support mentors/ placement facilitators

Joint appointments

The response from bidders must include:

- Clear identification and support of any practice partners in the regions of delivery
- Examples of how partnership working between the training providers, service providers, technological experts and others has resulted in successful delivery of such programmes.
- Governance arrangements with details of memberships (including students and patients)

Our networks are extensive, particularly across the Yorkshire and the North of England. The relationships we have with healthcare partners is very much valued and a key strength of the School and wider University. This bid is supported by many of our local NHS partner organisations (see attached). If successful, they are committed to supporting course development, management, delivery and the provision of increased high-quality practice placements for the learners.

For many years we have worked closely with practice partners to provide high-quality learning experiences for students across nursing, midwifery and allied health professionals (AHP). This has allowed the significant growth in our nursing programmes to support the supply to the future nursing workforce. In partnership, we have significantly increased placement capacity to accommodate growing numbers while investing in support to ensure the uncompromised quality of the programme. Increasing blended learning opportunities is the next strategic priority to continue to support nursing workforce growth.

Our apprenticeship programmes are an example of successful partnership working and delivered in collaboration with multiple employers simultaneously including Mid Yorkshire NHS Trust, Locala CIC, Calderdale & Huddersfield NHS Trust, South West Yorkshire Partnership Trust and Wakefield, Calderdale and Kirklees CCGs across 15 Primary & Social care settings. In response to employer demand, other AHP apprenticeship programmes welcome learners from employers, e.g. Yorkshire Ambulance Service, York, Bradford, Leeds, Sheffield and Rotherham and Doncaster, Scarborough and Salford).

The UoH employs 12 joint appointments, including lecturer-practitioners and clinical nurse educators. These are essential members of the academic team working across local employers and in the classroom to support learning throughout the theory and practice learning experience. Not only does this help limit conflicts of training techniques, but it also increases the opportunity for practice educator and learner support. Furthermore, it is essential for those involved in theoretical delivery to maintain credibility in teaching and currency of practice to limit the variability of training techniques and maintain an understanding of evidence-based practice.

Some examples of the UoH Governance arrangements:

Strategic Health Education Partnership Group – Senior representation from partner organisations, meet tri-annually provide feedback on all our provision and we work in partnership to plan cohort numbers and frequency and ensure our programmes meet quality standards.

- *Stakeholder meetings* – these are typically held bi-monthly (based on programmes requirements) and comprise service managers, and education leads from all partner organisations. The partnership team meets to plan and implement admission and selection processes, course content, placement allocation, learner and employer or quality assurance processes and action plans and generally negotiate course developments or additional clinical requirements.

- *Course committees* – include employers, course administrative and academic teams, service users, and

Computer and Library services. Course committees oversee the management of the course and feed into the annual evaluation of the provision. Learners also attend this event to facilitate open and consistent dialogue about expectations and challenges of the course.

- *Tripartite reviews* – Practice engagement and satisfaction feedback received at the tripartite (learner/employer/provider) discussions undertaken on a 12 weekly basis and if any issues or concerns these meetings are held more frequently as necessary

- School Teaching and Learning Committee – oversee the teaching and learning quality of the courses in HHS. Learners, Service Users and Carers and Academics attend this event.

The most valued feedback of our effective partnerships is from employers and learners who continue to come to Huddersfield as their first choice University to develop and deliver high-quality nursing courses.

Delivery

Please demonstrate how you will effectively attract and select students for the programme ensuring that your approach will target and attract varied groups, including those from underrepresented populations to widen access. This could be linked to your specific objectives in relation to your Access and Participation Plan to the Office for Students.

This should include:

- Advertising and marketing
- Managing the application process
- Selection
- Onboarding process

- A full response to the question posed, considering varied marketing and advertising strategies that removes barriers to application
- Evidence of how the bidder will use and leverage existing networks and partnerships such as National Collaborative Outreach programme (Uni Connect)
- How communication with various stakeholders, partners and local communities can help identify groups of people who wouldn't have previously considered nursing as a training option
- How the digital literacy skills of potential students will be assessed and developed prior to starting the course and how they will be supported once on the course

The UoH will engage a proactive marketing campaign to reach a wider audience and promote nursing as a potential career option to those who may not have thought it would be manageable for their current situation. As the proposed blended programme will commence outside of standard UCAS and University processes, we will develop a proactive marketing strategy supported by HEE and healthcare partners to ensure we reach out to the wider target audiences. Such an approach will include high impact media, such as online and radio/television campaigns. The University and School marketing groups will work with HEE and other successful national HEIs to identify this strategy and implement a range of engagement processes. There will be a need for regular and widespread social media engagement. Social media can attract different audiences in several ways, and so identifying target groups and publicising the new programme to them is vital. For example, mature students would have social media targeting sites they are most likely to access and similarly different locations may be better for men and so on.

A key target audience, particularly for the post-graduate nursing programme, will be the high number of regional alumni of 'Health-related' graduates, for example, BSc Health and Social Care and BSc Psychology. A specific marketing campaign will focus on graduates from health-related degrees who will be contacted to advertise the graduate entry program commencing from January 2021. We will also work with regional local communities and Healthcare employers who may also be interested in a blended learning apprenticeship for eligible staff, including Nursing associates/associate practitioners who could Accreditation of Prior Learning (APL) and progress to the RN route. Indeed APL will be available across our programmes to ensure applicants can 'step on' at an appropriate point to them.

It is essential to give students options, and while some may see the benefits of the flexibility offered by the blended programme, others may prefer a standard delivery. So we will engage a dual recruitment strategy alongside current 'onsite' delivery planned for the same time – applicants' choice for either route.

The UoH is passionate about widening participation and promoting social mobility, and this new programme provides an excellent opportunity to maximise recruitment to meet this strategy. We will undertake this following a detailed market strategy review and working with the National Collaborative Outreach programme to focus advertising to people from disadvantaged backgrounds and BAME groups. Offering a blended learning apprenticeship route should also increase take-up of these groups and increase recruitment in mature applicants.

Digital literacy skills assessment is key and reviewed twofold on the application; initially, applicants will be shortlisted from candidates specifying their rationale and experience of digital literacy. Secondly, guided by NMC requirements and the UoH digital literacy policy candidates will be asked to complete a short search, review and dissemination exercise on a smart device - e.g. iPad or laptop and then email their answers to a specific candidate submission box to be reviewed by the admissions tutor.

Delivery

Please describe the varied pathways for provision and how you will be flexible in your approach to the delivery of training.

This should include:

- The proposed number of pathways being offered for the region (s)
- Number of anticipated students for each pathway per year for 5 years
- Proposed delivery timescales for the identified pathway
- Plans for scalability and sustainability

- How their proposal best meets the needs of a blended learning provision in terms of flexibility and accessibility
- Strategies to ensure that anticipated number of students for the various proposed pathways have been met
- The minimum and maximum timescales required for completion of courses on each pathway

Attachments: Proposed plan for development and delivery by December 2020 and not later than end of March 2021

While we recognise the initial call is for *adult* nursing routes only: to this end, we will offer four specific blended learning adult nursing options (direct entry and apprenticeship, undergraduate and postgraduate routes). All will commence alongside our 2021 offering and will sit together with our planned traditional routes. A blended learning option could be available for all four fields of nursing if required (Adult, Mental Health, Child and Learning Disabilities). Based on local intelligence, mental health and learning disability routes would be supported by employers.

We will provide level 7 MSc Nursing (Blended Learning) direct entry and apprenticeship routes which will be ready for delivery from January 2021. While we will maintain flexibility in recruitment in response to demand and availability of practice placements, this two year accelerated programme will increase our current PG Nursing numbers by 50% in 2021 (n=44) with a planned 50% (n=88) increase from 2022.

We will offer a level 6 BSc (Hons) Nursing (Blended Learning) direct entry and apprenticeship routes prepared for March 2021 and second cohort in September 2021. Again maintaining flexibility in recruitment, demand and practice placements, this three-year programme will increase our current UG Nursing numbers by 20% in 2021 (n=80) and 40% in 2022 (n=160) (please see financial schedule)

We will maintain a minimum 5% growth year on year and are willing to negotiate based on potential increase in demand from NHS employers and HEE.

Delivery

Please outline the proportion of virtual - face to face delivery of the various components (as a percentage)

- Marketing and advertising
- Selection, admission and registration
- Curriculum- Teaching
- Practice learning
- Assessment (practical and theoretical)
- Supervision

The response from bidders must include:

- Evidence to support the decision, where available

Marketing & Advertising. The UoH will attract students through online recruitment strategies, including translating standard on-campus practices such as applicant visit days into virtual days. Our marketing strategy is online through platforms such as radio/TV, social media and Google Ads. We will make clear the potential benefits, highlighting flexibility, effectiveness, efficiency, personalised, and can cover a range of learning styles.

2021 will see a introductory reduction in course fees to £8000 pa

Selection, admission & registration. We will develop a wholly online system to complement current application processes whereby we will meet students for an interview through online platforms, ensure documents are loaded and checked online and, confirmed in the usual ways. Registration processes will be online with a series of inductions to the University to ensure that potential students can access all essential services.

Curriculum-Teaching. Most aspects of the nursing curriculum will be delivered online through the creation of a substantive online presence which is dynamic and attractive to students. We are proposing a mix of blended learning offering development weeks where students attend classes and work on curricula elements related to skills development (4x1 week blocks, per year). Repeating sessions will provide students with the best time for them.

Practice learning. Students must complete 2300 hours of practice. A blended programme allows flexibility with this. We will expect students to complete practice, demonstrating their proficiencies with the standards. However, we will be able to offer students options as to when and how they complete the placements, i.e., more extended placements with fewer hours per week, or traditional placements in line with the current programme (supervision covered in 6.1.13).

Assessment (practical & theoretical). This new route will develop a process for assessing some practical skills through online clinical examinations, with written exams from home under actual examination conditions, written assignments and, any face-face only assessments managed through the on-campus delivery, where student examinations will be part of their residential schools.

Supervision. Personal Academic Tutors (PATs) will offer enhanced supervision processes to students coordinating the personalised student experience. We will follow NMC guidance, allocating academic assessors, and with PATs, engage practice providers to manage student learning. PATs will maintain regular contact online with students and meet face-face when students are on-campus. We currently use an online tool to monitor student placement hours and progression and will extend this to the blended learning programme.

Delivery

Please outline what technologies will be used in the successful delivery of this evidenced-based contemporary blended learning programme.

The response from bidders must include:

The UoH plan to develop current and new technologies to enhance the delivery of the programme further, building upon the existing VLE and simulation/skills technologies and provide additional learning to students to ensure a successful transition to a more flexible mode of learning.

Online marketing strategies (social media, Google Ads) will be adapted to the nature of a blended learning programme. We will offer virtual versions of standard on-campus campaigns (taster sessions, applicant visit/open days). During the current COVID-19 crisis, we successfully provided taster and applicant visit days online. The interview process will be online, i.e. Zoom, which allows group functions with separate rooms, giving potential students standard course information, then through a series of rooms, will ask them the interview questions. Admissions and registration will be virtual, the admissions teams being available to meet with students online, ensuring the student awareness of course requirements before starting.

Brightspace is the current Virtual Learning Environment (VLE) successfully with our students, in a supportive function (PowerPoints, live lecture recordings) and to manage assignments. We will extend the VLE to include comprehensive synchronous and asynchronous education, moving away from a passive model to a fully engaged one. Sessions will utilise technology existing in the VLE (discussions, chats) with group working and academic support. We will use skills and simulation software (vSIM), where students engage in vital areas of their education before on-campus consolidation and, interactive software providing critical aspects of their programme, i.e. pharmacology, and communication. Online asynchronous problem-based learning cases examine all aspects of the curricula from knowledge, practical understandings and trans-professional learning. Delivery is updated each time it runs, building up resources to students. Students bring existing knowledge, work in small groups, feedback to themselves then a larger group, monitored by academics. Cases ensure the learning objectives are met and include a whole range of resource materials, (i.e. lab reports, medical notes). Students evaluate how they felt they achieved case learning outcomes, and if any areas were not satisfied, academics provide additional support and resources.

We monitor student progress on placement through an online platform. We will continue this to blended learning students, adapted where necessary. Assessment in practice will become virtual, with the academic assessor engaging practice supervisors and assessor alongside the students regularly, coordinated by the students Personal Academic Tutor (PAT).

Assessment is primarily carried out online through the VLE. We will continue to manage assignments this way. Currently, skills and simulation assessment and written exams, as well as clinical examinations, remain on-campus. We will translate a great many of these assignments to equivalent online modes. Much of this, we have begun due to the COVID-19 crisis. For example, we are now able to offer online clinical examinations using video conferencing methods and written tests at home under normal exam conditions.

Mechanisms to host and keep all technologies up to date will maintain the VLE updates, build on resources through regular updates of the online materials and link teaching, skills/simulation online with on-campus skills development.

Delivery

Please demonstrate how you plan to deliver the curricula outlined in the specification, the methods of delivery and how you would involve other stakeholders and partners e.g. patients and carers

- Confirmation of which curriculum will be used and the approval stage if it is the new NMC (2018) curriculum
- Involvement of students and patients in development of the curriculum
- How much of the curriculum content will be taught using virtual learning approaches?
- How you would involve patients and carers in the delivery of training

All of our nursing programmes are validated against the NMC 2018 standards with our first full (undergraduate) UG programme commencing in September 2019. The new NMC postgraduate (PG) cohort commenced in January 2020. In response to this tender opportunity, the UoH is able to offer a 'tested' contemporary NMC (2018) curriculum based on the current module and programme plan utilising this alternative mode of delivery. The NMC has confirmed that the blended learning route can be approved using a major modification process, therefore, ensuring that the programme will be ready for delivery in the planned timescales.

The majority of the theoretical element of the course will be delivered using these Virtual Learning techniques. Still, we recognise that there are some elements such as skills and simulation activities that would benefit from face to face contact – we plan to deliver these in blocks (4 x 1 week) to minimise travel for students coming from further afield. This type of learning experience explained by theories of social constructivism draw upon the perspectives of experiencing situated activity. Learning evolves within the simulation environment from the event, social collaboration and facilitation that fosters interaction, reflection and integration of research and evidence to support nursing practice. Learners utilise previous knowledge and share this and their experiences with each other and the facilitator.

To ensure that the practice placement meets the NMC requirements, we will maintain the 2300 hours of clinical practice within placements across the lifespan. We will, however, be able to maintain more flexibility with the allocations within placement.

A detailed consultation exercise is planned with all key stakeholders to ensure we consider all viewpoints in developing this alternative approach. The focus groups will include current students/learners, technical advisors, NHS employers (including managers, practice assessor, supervisors) and Service users and carers: The UoH Public Participation Group (PPG) is an essential and highly valued part of the School team. With a 60+ membership of service users and carers actively engage in all parts of the nursing curricula from curriculum development, recruitment, teaching and learning activities and assessment strategies with participation in simulation and presentations. They are key members of the curriculum team, drawing on their experience to ensure we develop a healthcare workforce that meets the needs of a range of service users as well as healthcare employers.

All modules will be blended and supported by digital resources in the virtual learning environment. We will carefully consider for consistency against the traditional approaches. The assessment aims to support learning and to measure achievement. Specified is the mode of evaluation for each module learning outcome. Assessment is a combination of coursework, practice/proficiency-based education, reports, presentations and examinations. Assessment varies from module to module and mirrors the modes of communication expected of graduates in this field, such as the ability to present to a range of audiences and provide reports to enhance the quality of care.

Delivery

Please provide details of how practice learning across the lifespan will be managed with partners within your chosen region of provision, demonstrating best practice and innovative approaches, including (but not limited to) the use of simulation technology.

- Evidence that local healthcare providers have additional placement capacity
- How you will ensure quality of learning environment for students ([use HEE Quality Framework as reference](#))
- Details of how simulation technologies are incorporated into practice learning
- Details of how other identified best practice and innovative approaches which may enhance the practice learning will be used, including (but not limited to) the use of immersive technologies
- What electronic documents will be used to manage practice learning information
- Evidence to support the proposed approach

All programmes will enable students to meet the proficiencies and programme outcomes for pre-registration nursing, which are set out in three parts and include standards for education, standards for student supervision and assessment and programme specific standards (NMC, 2018). Our courses prepare the future nurse to be confident, competent, caring and compassionate in a rapidly changing health and social care environment. They will also be prepared to progress to a prescribing qualification following registration and to be a practice supervisor for future student nurses. They will be able to care for people throughout their lifespan, within and across organisations and settings. Future nurses will confidently work with a range of other professionals. Importantly, the primary aim is to ensure all nurses can respond to the needs of people from any field in a variety of settings, with additional and in-depth field-specific proficiency in one area. Local healthcare providers have committed to additional placement capacity (6.1.6). As a HEI, we are proactively supporting implementation of the SSSA (NMC 2018) supervision module to increase flexibility in placement supervision and support and increase placement capacity.

Our course enables students to learn about their own personal and professional field identity from the onset. Current healthcare services require the future nurse to be resilient and self-aware of their well-being to enable them to be in an excellent position to promote and support people in their care to care for their well-being. The themed modules help students to reflect and develop their confidence as future nurses while acknowledging their values, beliefs and their own field identity. They will develop an in-depth understanding of other fields, other professionals involved in care within and across organisations to enable them to influence the quality of care with the person at its centre.

The course will provide cross-field experience and knowledge and inter-professional learning and understanding of roles of all involved in care, with the person receiving care and their family at the centre of care decisions and delivery. Field-specific identity enabled by field-specific modules comprises 50% of the course. The field-specific professional themed module in year one aims to provide students with the underpinning knowledge of their own field identity and forms the foundation for developing personally and professionally as a nurse in that field. From year one, students are introduced to insight into the other fields to enable them to learn about caring for people across the lifespan with a range of physical, mental health and cognitive care needs across the variety of settings. Inter-professional learning and working, facilitated in practice settings, enhanced by reflections related to inter-professional working and recorded in the Practice Assessment Document (PAD). Pebblepad is the current e-portfolio of choice.

Large cohorts of nursing students are allocated to much smaller groups to enable activity and engagement in immersive simulation supported by facilitation. This type of learning experience is best explained by theories of social constructivism that draw upon the perspectives of experiencing situated activity. Learning evolves within the simulation environment from the activity, social collaboration and facilitation that fosters interaction, reflection and integration of research and evidence to support nursing practice. Learners are able to utilise their previous knowledge and share this and their experiences with each other and the facilitator. We are proposing to integrate 4 x 1 week blocks of simulation within each year of the course where students have dedicated weeks for simulation-based learning that have association and practice based context with each module they are studying in each of year of the program.

Delivery

Please describe how you will use supervision to promote a professional attitude to work, promote resilience and willingness to embrace change throughout the training.

A description detailing the frequency and tools and approaches used to supervise students face-to-face or virtually

Any evidence of using forums to support peer to peer learning, including (but not limited to) communities of practice and action learning sets

Any systems in place to support students not fully utilising supervision offer

The benefits of the proposed approach

Each student will have a named personal academic tutor (PAT) who will oversee progression, achievement and attendance. This system aims to both improve the learners experience of learning and teaching, and increase retention and achievement rates, specifically each PAT:

- Contacts the learner at least 5 times a year
- Acts as a liaison between course lead to seek improvements required
- Offers guidance, assistance and support in managing the learning experience
- Recognise when problems present and seek appropriate guidance
- Review and action plan learning

The support team include *Module Leaders*, responsible for teaching, learning and assessment of the course modules; *Course Leaders* accountable for the course quality assurance arrangements; *Practice supervisors* (PS) responsible for ensuring learning opportunities are facilitated, for contributing to student assessment providing regular feedback to the student; *Practice Assessors* (PA) conducts assessments, informed by input from PS; makes and records objective decisions, drawing on records, observations, student reflection and other resources. *Academic Assessors* work in partnership with the PA to evaluate and recommend the student for progression for each part of the programme.

The University currently uses Pebblepad as its e-portfolio platform for guiding and assessing learning in clinical practice. This platform is ideally placed to facilitate a blended nursing programme. The UoH NMC practice assessment document (PAD) template was developed through the MYEPAD collaborative where all HEI across Midlands, Yorkshire and the East (MYE) came together to develop a consistent PAD template enabling consistency across all practice areas in the wider region.

The practice placement includes completion of the MYEPAD and therefore important that learners

receive regular touch points between academic tutor, learner and practice assessor. Regular touchpoints provide opportunities to discuss concerns voiced by practice educators and/or learners about training standards and methods, whilst also ensuring that learner trajectory is reasonable and action plans are formulated and reviewed.

Other than the commitment to providing courses for practice supervisors and assessors, the University provide numerous opportunities throughout the year to attend practice assessor workshops. It is important to increase this provision for the start of the blended learning degree, so practice assessors are able to access correct support networks and information streams when supervising/assessing a learner.

Delivery
Please describe how you will, working in partnership with HEE ensure that systems and processes are in place to monitor the delivery and quality of the training and education to meet their requirements.
<ul style="list-style-type: none"> • How you propose to work with HEE to ensure the provision of the training and education meets HEE's needs, both contractually and in the delivery of the programme • How you can support HEE in their quality monitoring requirements • The benefits of the proposed approach
<p>We have a wealth of experience in managing contracts with HEE and healthcare partners to ensure successful delivery on workforce development activities; meaning we have a series of structures in place to support robust management, governance and oversight of any contracts, including:</p> <ul style="list-style-type: none"> - The Director of Health Partnerships as Dean's representative will be the first point of contact for any employer engagement and/or contract negotiation. The DoHP meets regularly with HEE through the YH regional Deans/Directors updates and quarterly workforce development reviews. - The University's Registry departments manage employer contracts and quality assurance processes - The School Business Development Manager will be the main local liaison contact co-ordinating all operations duties and will work with School services whether competition, compliance contract management, finance or delivery related - The dedicated Apprenticeship Manager and Administrator will manage all the administrative course and compliance requirements. - The Course Lead will manage the quality and delivery of the NMC and apprenticeship standards - The University in house legal team will support the above roles throughout the entire period of the contract - The Finance department provide detailed breakdown of any costings against the 2019 Funding rules and manage the ILR and financial returns. <p>The University will liaise with HEE and employers by email or phone on a regular basis to update on progress and to raise any issues that may impact on the delivery of the course. Additionally, the University will inform all relevant parties of any significant issues in a timely manner.</p> <p>The University will ensure its officers are able to attend face-to-face inception meetings as required and participate in any specific security, vetting and safeguarding policy training. The relationships between the HEE, healthcare partners and the University will be underpinned by a document that sets out the contract particulars to ensure clarity of roles and responsibilities upfront (including dedicated liaison staff) thereby facilitating and nurturing a supporting productive relationship from the outset.</p> <p>All learners/students of the University of Huddersfield are guided by the student handbook which provides information and regulations for all Taught students at the University to ensure consistent quality of services and learner equality. This includes procedures for:</p> <ul style="list-style-type: none"> - Academic misconduct - Conduct in Assessments - Extenuating circumstances - Fitness to Practice - Fitness to study - Interrupting or withdrawing from studies - Appeals and complaints - Attendance monitoring - Disciplinary procedures

The guidance documentation can be found here: <https://www.hud.ac.uk/registry/current-students/taughtstudents/>

HEI/student Interface

Please demonstrate how you will proactively seek and respond to feedback from students on the programme.

How feedback is actively sought

How feedback (positive and negative) is acted upon and responded to

How feedback is used to measure the effectiveness of programmes and responded to in order to ensure programmes continue to meet the needs of students and other stakeholders

Committed to learner satisfaction informing and improving student experiences we monitor and evaluate all nursing programmes regularly. These processes guide responsive action plans which feed into systems such as 'you said-we did' to external monitoring forums such as TEF.

In brief, these include:

- Recruitment and selection (application conversation to enrolments)
- Progression & completion rates (annual)
- Student panels
- Module evaluations (interim and final)
- Course annual evaluations (involves PLP, Students & SU&C)
- Year 1 & 2 Huddersfield Student Survey (based on NSS)
- Year 3 National Student Survey
- Practice placement evaluations (Pare & NETS)
- Student Union – big ideas

The University of Huddersfield welcomes almost 20,000 students, including over 3,000 international learners from more than 120 countries and is recognised for the quality of its teaching. It is a Gold-rated university in the Teaching Excellence Framework (TEF) and in 2017 won the first Global Teaching Excellence Award (HEA).

In summary, the TEF metrics indicate:

- outstanding levels of satisfaction with assessment and feedback for all students., evidence of:
- a comprehensive approach to partnership with students to enhance their learning experience
- the effective use of learning analytics to support its students allowing targeted and timely interventions that positively affect student learning outcomes
- an effective institutional assessment and feedback strategy co-designed with students that aids student understanding of informal and developmental feedback and provides scope for outstanding levels of stretch that ensures all students are significantly challenged to achieve their full potential
- a well-established and embedded University-wide culture that facilitates, recognise and rewards excellent teaching and outstanding engagement with UKPSF and success in the National Teaching Fellowship Scheme
- a strategic approach to including work experience in all programmes and engagement of employers in programme design leading to consistently outstanding outcomes for the provider's students, from all backgrounds

HEI/student Interface

Please provide evidence of practices in place and an approach to managing students' health and wellbeing including those with varied disabilities or learning needs to fully access the blended learning approaches effectively

How the bidder will ensure that students from disadvantaged backgrounds are properly supported to succeed on the course once admitted for students from all backgrounds

Evidence that the approach proposed will lead to positive outcomes

Outline the mechanisms to support students who are doing less well and need additional support

The University of Huddersfield is passionate about supporting an effective Widening Participation strategy which is reflected in our flexible admission policy. We are committed to provide high quality and individualised support to all learners as investing in this support has a positive impact on the learner experience, progression and retention.

Our outstanding Academic Skills Development Team (ASDT) provides support, development and encouragement for learners at all levels and provide help on a range of academic skills areas. The learners are introduced to the ASDT team who are actively involved right from the beginning of the programme.

The Schoolhub is a team of administrators who provide individual and 'drop in' support to all learners; examples include access to mental health and wellbeing services, supporting academic regulatory advice and applications for extensions. The Student hub is also a 'one stop shop' for making appointments with academic staff and the Academic Skills Team:
<https://studenthub.hud.ac.uk/Pages/Home.aspx>

Prior to enrolment on the programme any student that self-identifies with a diagnosed learning needs undertake an assessment with the University's experienced disability services. A personal learning support plan and any additional required resources such as laptops with specialist software, will be then provided. This will be at no cost to the learner or employer (if an apprentice).

All staff are aware for the signs that might indicate an undiagnosed learning need. In negotiation with the learner further assessments may be triggered.

The University has the following guidelines in place:

- Accessible Placements and Disabled Students.
- Additional Requirements and Adjustments in examinations for disabled students:
- Alternative Assessments to Formal Exams for Disabled Students:
- Guidelines on essential reading lists and disabled students:
- Language modification guidelines:

A detailed guide for learners for our wellbeing services can be found at:

<https://students.hud.ac.uk/help/wellbeing/>

HEI/student Interface

Please describe the policies and procedures that are in place to address, concerns, complaints and grievances of students.

- How practice partners are engaged for the purposes of raising concerns, complaints and grievances
- How the process for raising concerns, complaints and grievances is promoted
- The organisational processes for dealing with concerns, complaints and grievances
- How concerns, complaints and grievances are investigated and acted upon

With a future nursing workforce being the primary focus of the learning experience, the UoH and Nursing course team currently maintain effective, transparent and professional relationships with employers and clinical partners at all levels. We further develop these partnerships both through joint working and course networks. In addition to this, as previously highlighted throughout the tender, formal stakeholder/review meetings are planned to maintain consistent effective communication and transparent planning, delivery and management of courses.

Before course delivery, precise contractual arrangements will be formalised to ensure clear expectations and boundaries established. Whilst we do not foresee conflict of training techniques as a concern, the Director of Health Partnerships will take overall responsibility to ensure any issues are addressed and managed in a timely manner without impacting on the partnerships and learner experience.

Although it is important that learners graduate with a rich and national understanding of their profession, learners in clinical practice must follow procedure set by the practice learning partner. As such, curriculums have been developed considering demographic diversity, incident reporting trends, clinical governance and are reactive to changes in policy and procedure. Furthermore, it is important that delivery/theory material is mindful and compliant of the NMC Code and associated standards. The development and journey of the learner lies heavily on their practice experience, supervised learning and assessment in clinical practice. Established systems are in place to escalate any concerns, these procedures are readily available and managed alongside learners, practice staff and managers as required.

All learners/students of the University of Huddersfield are guided by the student handbook which provides information and regulations for all Taught students at the University to ensure consistent quality of services and learner equality. This includes procedures for:

- Academic misconduct
- Conduct in Assessments
- Extenuating circumstances
- Fitness to Practice
- Fitness to study
- Interrupting or withdrawing from studies
- Appeals and complaints
- Attendance monitoring
- Disciplinary procedures

The guidance documentation for all of the above can be found here:

<https://www.hud.ac.uk/registry/current-students/taughtstudents/>The University has policies/regulations in place to ensure that decisions about learner progression and assessment are transparent, fair and equitable. In certain circumstances, learners are able to request a review of such decisions via an appeals procedure. The University has systems/processes in place for learners who have a complaint to be able to lodge this and to be given a fair hearing. Learners also have access to the University Regulations and support is available from the Student Support Services and Student Union

Presentation & Negotiation Documents



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Key Performance Indicators (KPI's)

Recruitment and Selection

The supplier shall use all reasonable endeavours to recruit to agreed annual intakes. For the avoidance of doubt the notified annual intake represents the total number of students to be recruited across all programmes as indicated in final core bids (1176).

Students recruited to programmes above those numbers proposed by providers will not attract additional payments from Health Education England.

The total number of students recruited to the programme will be monitored and reviewed on an annual basis, with expectations that the student numbers provided per year in the submissions made are achieved. In year three [3] of the contract, HEE reserve the right to withhold/reduce/claw back payments where cumulative student numbers are significantly lower than those proposed at bid stage. This would occur at the start of years 4 and 5. Payments would be reduced proportional to the total number of students anticipated at this point and the remainder withheld until such time that the supplier is able to make up the shortfall, within years 4 and 5 only. Performance against student recruitment will be discussed at periodic review meetings between HEE and suppliers.

Total Costs of Bid / Number of Students = Price Per Student

Student Failure and Lost Students

The Supplier shall make reasonable efforts to review the circumstances of each individual student failure; and act accordingly to support the student to complete their programme.

The Supplier shall notify the Authority at each census point of the numbers of Lost Students in that Academic Quarter via the agreed exchange of information. The Supplier will provide the Authority with a breakdown of attrition and failure reasons, actions taken and plans to limit future attrition.

Premises/ Learning technologies

The institution shall provide appropriate teaching facilities/accommodation to deliver the programmes under this Agreement which is fit for purpose and of sufficient capacity and quality to fulfil the Institutions obligations under this agreement;

The Institution shall within a reasonable timeframe consult with the Authority and agree on any significant changes to the use of the agreed learning technologies funding.

The Institution shall provide evidence of on-going investment in the facilities and technological equipment used for the delivery of this Agreement on the basis of maintaining high standards for programme delivery;

Where appropriate, the Institution shall provide assistance in securing alternative facilities for students attending programmes covered by this agreement, or shall demonstrate support for students in gaining suitable access to equipped facilities for him/her to attend or access online academic elements of programmes;

Academic Staff

The Institution shall be responsible for ensuring that it has sufficient, appropriately trained and prepared academic staff to deliver the services under this contract;

The Institution shall ensure that all academic staff contributing to the development, delivery or assessment of services being delivered under this contract reflect the NHS Values and Behaviours as set out in the NHS Constitution;

The Institution shall ensure that it has systems and procedures in place to ensure its academic staff continue to be appropriately trained and developed;

The Institution shall ensure that academic staff appraisals are carried out in accordance with such systems and procedures, this to include evidence of alignment with the NHS Values and Behaviours as set out in the NHS Constitution.

	Key Performance Indicator	Evidence Exemplar
BL1.1: Recruitment (Qualitative)	<p>A review of recruitment and selection policy and processes is undertaken by the Supplier annually, including successful recruitment at allocated regional level, and reported back with inclusion in the annual quality and performance report.</p> <p>Within this we expect to see a clear breakdown of widening participation, demographic data, and equality data.</p> <p>Recommendations arising and further actions are agreed with the Authority ahead of the next recruitment phase.</p>	<p>Evidence of a mutually agreed recruitment and selection plan between the Authority and Suppliers showing actions and the outcomes of these actions. This is to be included as an appendix to the annual report. As a minimum this plan must include the following topics:</p> <ul style="list-style-type: none"> • Evidence and demonstration that students are recruited in line with requirements in the tender • Evidence and demonstration of working in partnership with the Authority to manage over and under recruitment. • Evidence and statistics of support for widening access; • Evidence and statistics of promotion of Equality and Diversity; • Evidence of ensuring candidates' compatibility with the values and behaviours defined within the NHS Constitution; Explanation of how a clear record of interview decisions are maintained; • Explanation and Evidence of how service representatives are actively engaged in recruitment and selection process; • Demonstration and evidence of innovation and adoption of best practice in the development of marketing, recruitment and selection plans, ensuring accessibility across a regional recruitment pool; • Evidence and demonstration that the Institution has ensured that students understand their responsibility to provide feedback on their education experience;
BL1.2: Recruitment (Quantitative)	<p>Numbers of interest, applications, and starters. A conversion rate should also be developed between these figures.</p> <p>Number of engagement events and marketing opportunities to be demonstrated.</p>	<p>Variance between commissioned numbers and actual students recruited per programme (actuals and percentage).</p> <p>Target recruitment is 100% with flexibility around how this will be achieved.</p> <p>Percentage of students recruited (as percentage of recruitment total) as follows:</p> <ul style="list-style-type: none"> • 80% and above Green rating;

	<p>Starters are identified as the number of students commencing training on a programme as first-time entrants and not transfers in from other programmes.</p> <p>Recruitment will be measured against the recruitment target in each contractual year as set out in your bid.</p> <p>Recruitment will be measured based on the Census data submission of information from the University for all programmes commencing in the financial year April to March.</p> <p>There is evidence of successful recruitment for agreed regional locations.</p> <p><i>The seven regions are as follows: East of England, London, Midlands, North East and Yorkshire , North West, South East, South West</i></p>	<ul style="list-style-type: none"> • 60-80% Amber rating; • Less than 60% Red rating. <p>Demonstrable evidence of all recruitment activities, with narrative detail.</p>
<p>BL1.3: Attrition</p>	<p>The average rate of exits from commissioned programmes (percentage) and identification of key attrition points/factors.</p> <p>Attrition figures are produced by grouping programme uptake across cohorts and calculating the aggregate rate of attrition over all cohorts for each year from April to March.</p> <p>Sum of all (Discontinuances + Withdrawals + External Transfers Out + Internal Transfers Out – External Transfers In – Internal Transfers In) / Sum of all Starters</p> <p>Definitions of the items used in the formula:</p> <ul style="list-style-type: none"> • Discontinuation: A student who leaves by the HEI decision • Withdrawal: A student who leaves by their own decision • External Transfer: A student who moves to or from a different HEI, with credit 	<p>Measured through Census data, Contract Review Meeting and end of year report, to include:</p> <p>Evidence of notification to HEE of students who change their pathway.</p> <p>Evidence of actions taken to minimise attrition.</p> <p>Trends and Themes identification report</p> <p>Attrition report demonstrating, date notified, action taken, outcome.</p>

	<ul style="list-style-type: none"> • Internal Transfer: A student who moves between programmes or cohorts within an HEI, e.g. returning after a break in study and moving to a later cohort. • Starters: Students commencing training on a programme as first time entrants and not transfers in from other programmes. 	
BL1.4: Completions	The actual and percentage of completers against starting numbers	Direct from census data
BL2.1: Course Content	<p>The Supplier undertakes an annual review of programme content and delivery and agrees with NMC actions required to ensure it delivers the learning outcomes of the modules within the pre-registration BSc /MSc nursing (Adult Field) and is suitable for ensuring a workforce that is fit for purpose.</p> <p>The programme must be delivered in compliance with the principles and aims outlined in the NMC New Standards (2018) curriculum document included in the invitation to tender and to the agreed implementation plan.</p>	<p>Production of an Evaluation Report for Quality and Performance on an annual basis which as a minimum must include:</p> <ul style="list-style-type: none"> • Clear process for the management of concerns raised by Students about course content and delivery; detailed log of concerns, actions and outcomes, • Clear process for involving service in curriculum design and delivery; including evidence and feedback from service, • Evidence that curriculum content reflects behaviours, knowledge, skills and attitudes required by health care staff as defined within the NHS Constitution; • Demonstration of partnership working with the Authority in curriculum design and delivery; with themes discussed and outcomes taken • Demonstrable innovation in curriculum design and delivery; with research supporting the innovation (references) • Evidence that academic staff developing and delivering programmes have up to date, relevant clinical knowledge; log of CPD training completed and date (no identifiable information) • Evidence that academic staff developing and delivering Programmes reflect the values and behaviours of the NHS Constitution; • Evidence that delivery for the

		<p>programme ensures research-informed teaching from within a research-rich environment; log of research utilised and any research outputs</p> <ul style="list-style-type: none"> • Evidence that Delivery of the programme must include input from clinical experts from Service, with relevant professional body registration, and those research-active in the relevant curriculum areas. Record of themes, discussions and outcomes. • Evidence of the progressive development of digital capabilities
<p>BL2.2: Quality Reviews</p>	<p>The Supplier confirms over the course of the year it will report any weakness identified by quality reviews either internal or external, and share their module and course feedback from external examiners and students</p> <p>The Supplier will share regulatory compliance outcomes, course approval outcomes and recommendations with the Authority</p> <p>The Supplier will notify the Authority, within 2 weeks of having received verbal feedback from the reviewing body, or as soon as possible and in any case within 3 working days of receipt of the written report, whichever is soonest.</p> <p>In addition, the Supplier would be required to confirm that an action plan has been or is being developed in partnership with the Authority.</p> <p>Where no weakness has been identified by any form of review over the previous year, the Supplier would need to confirm this with the Authority.</p>	<ul style="list-style-type: none"> • Reports from other reviews should be available on request • External Examiner Reports • Module and Course Survey results • Action plans to address concerns should be developed and agreed with the Authority • Sharing of performance and quality data confidentially for the purpose of benchmarking
<p>BL2.3: Learner Voice</p>	<p>The Supplier participates in module and course evaluation to ensure learner voice is represented to ensure quality of the course content</p>	<p>Action plans and collated student feedback for each cohort must be available on request, to demonstrate a representation of learner voice in relation to course content and delivery.</p> <p>Evidence should be available to demonstrate:</p>

		<ul style="list-style-type: none"> • Effective approach to interrogating the data • Effective mechanisms for feeding back to Students • Process and evidence for making changes based on feedback • How the HEI is measuring effectiveness of changes made as a result of Student feedback <p>Where response rates are low, the supplier must produce an action plan to show how these will be increased.</p> <p>Expectant of student satisfaction of 90% or above, per module and for course.</p> <p>80-90% Amber rating Less than 80% Red rating</p> <p>NSS survey results, or PTES (as appropriate)</p>
<p>BL3: Engagement</p>	<p>The Supplier needs to reflect the innovative nature of delivering this curriculum through engagement and partnership working at a local, regional, national and international level.</p>	<p>Demonstration and logs of partnership working through regular engagement with:</p> <ul style="list-style-type: none"> • The Authority • Local practice providers • Other contracted providers for this Blended Learning programme • HEE Technology Enhanced Learning Team • Endeavouring to develop international networks to ensure blended learning developments worldwide are reflected in programme content • Evidence of research utilised in support of blended learning and any research outputs

Contract Review Meetings

- 8.1 There will be a minimum of two face to face Contract Review Meeting each year unless otherwise required by the Authority. These will be led by the Authority with appropriate representation from the Supplier;

The purpose of contract review meetings shall include, but is not limited to:

- 8.1.1 Identify problems encountered with delivery and actions taken and/or planned;
- 8.1.2 Report the effectiveness of any previous changes to curriculum or delivery;
- 8.1.3 Report on current recruitment, delivery, teaching and assessment of courses being delivered;
- 8.1.4 Identify significant changes to resource and the impact of this on the programme;
- 8.1.5 Review performance information including recruitment, programme attrition and completion rates;
- 8.1.6 Review delivery of actions agreed as part of annual report (Clause 9 of this Schedule 5);

9 Annual Report

The Institution will be expected to submit annually a quality and performance report as identified in the Key Performance Indicators (Clause 7 of this Schedule 5). This will be submitted by the Supplier and reviewed by the Authority at the end of each academic year. In addition, the Supplier is required to submit a part-year report, clarifying actions completed from the annual report, progress to date and key milestones for delivery before the annual report.

10 Periodic Review

- 10.1 The authority may carry out a periodic review in line with contractual requirements or HEE Quality Framework and the lifetime of this agreement to determine whether or not the provision to extend this agreement should be enacted;
- 10.2 The periodic review will be undertaken by officers of the Authority and other health service representatives in discussion with representatives from the Supplier;
- 10.3 Suppliers are to grant access within one week for the Authority to undertake a periodic review. In exceptional circumstances where the Authority has been notified of a quality issue, this will be an unannounced visit
- 10.4 The outcomes of periodic reviews will be confirmed in writing to the Supplier by the Authority, in adherence with the appropriate clauses of this agreement.

11 Continuous Risk-based Quality Monitoring

- 11.1 All Programmes covered by this Agreement are subject to the HEE Quality Framework. The Supplier must ensure that it fully engages with the Framework - click here: [Quality Framework](#), or any successor process.

- 11.2 The Authority has responsibility for quality across all healthcare learners therefore the Supplier must ensure it allows effective oversight of where training is succeeding and works with the Authority to create new solutions where there are concerns about quality.
- 11.3 Quality concerns will be reviewed against the HEE quality domains and related standards. Each domain has a set of metrics and evidence which will be used to form an assessment of compliance with the standards.
- 11.4 The Supplier must ensure it meets its responsibilities in relation to:
- (i) Delivering high quality education
 - (ii) Ensuring that students understand their responsibility to provide feedback via the student surveys and other feedback forums
 - (iii) Engaging with the Quality Framework implementation process
- 11.5 Risks and concerns relating to the quality of programmes or student experience should be raised with the Authority at the earliest opportunity (see also Schedule 2)
- 11.6 Following triangulation of evidence, the Authority will notify the Supplier should any quality interventions be required. This will be an on-going process. Any outcomes arising will be notified in writing by the Authority including further actions.

Schedule 6

Commercial Schedule

Commercial Schedule & Final Financial Offer



Copy of Finance
Schedule for Online B

Final Financial Core Bid

	Total Cost	Year 1 (2020/2021) financial year ending 2021	Year 2 (2021/2022) financial year ending 2022	Year 3 (2022/2023) financial year ending 2023	Year 4 (2023/2024) financial year ending 2024	Year 5 (2024/2025) financial year ending 2025
Huddersfield (ALL)	704,590	£467,736	£157,984	£78,870	TBC	TBC

- Total invoice issued should reflect the number of students recruited using the formula below

Total Costs of Bid / Number of Students = Price Per Student

- Invoices and payments will be authorised and processed by NHS Shared Business Services (SBS). All invoices and credit notes must be sent to the following address:

HEALTH EDUCATION ENGLAND
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WEST YORKSHIRE, WF3 1WE

(This address must be clearly shown on the invoice exactly as above)

All invoices submitted are to be clearly annotated as Cost Code ASA340 and for the attention of MThompson

Schedule 7

Staff Transfer

Part A No staff transfer to the Supplier under TUPE

- 1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.

Part B Staff transfer from the Authority under TUPE

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Transferring Employees will transfer on the Transfer Date to the Supplier or any Sub-contractor pursuant to TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Transferring Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (including the right to continued access to the NHS Pension Scheme or access to a Broadly Comparable pension scheme which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.

- 1.3 The Supplier's agreement in Clause 1.2 of Part B of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any employee identified as a Transferring Employee to object to being transferred to the Supplier or any Sub-contractor.
- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
- 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Authority with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;
 - 1.4.2 provide such assistance and information to the Authority as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Transferring Employees, trade unions and employee representatives);
 - 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Transferring Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Authority will on or before the Transfer Date:
- 1.5.1 pay all wages, salaries and other benefits of the Transferring Employees (including any contributions to retirement benefit schemes) and discharge all other financial obligations (including reimbursement of any expenses) owing to the Transferring Employees in respect of the period before the Transfer Date;
 - 1.5.2 procure that any loans or advances made to the Transferring Employees before the Transfer Date are repaid to it;
 - 1.5.3 account to the proper authority for all PAYE tax deductions and national insurance contributions payable in respect of the Transferring Employees in the period before the Transfer Date; and
 - 1.5.4 pay the Supplier the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Transfer Date.
- 1.6 The Authority will:
- 1.6.1 provide such assistance and information to the Supplier as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor, including the provision of all employee liability information identified in regulation 11 of TUPE in relation to the Transferring Employees; and

- 1.6.2 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE.
- 1.7 The Authority shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Authority in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier or Sub-contractor, including the Supplier or Sub-contractor failing to comply with its obligations under regulation 13 of TUPE, but only to the extent that such claim is brought by:
- 1.7.1 any of the Transferring Employees (whether on their own behalf or in their capacity as employee representatives); or
- 1.7.2 any trade union, staff association or staff body recognised by the Authority in respect of any of the Transferring Employees or any employee representatives acting on behalf of any of the Transferring Employees.
- 1.8 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and other Staff.
- 1.9 The Supplier shall indemnify and will keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with:
- 1.9.1 any act or omission of the Supplier or Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Transferring Employee or Staff (including but not limited to any liability which arises because a Transferring Employee's employment with the Supplier or Sub-contractor is deemed to include their previous continuous employment with the Authority);
- 1.9.2 any act or omission of the Supplier or Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Authority's failure to comply with regulation 13 of TUPE;
- 1.9.3 any allegation or claim by a Transferring Employee or any other employee of the Authority that in consequence of the transfer of Services to the Supplier or Sub-contractor there has or will be a substantial change in such Transferring Employee's working conditions to their detriment within regulation 4(9) of TUPE; and
- 1.9.4 any allegation or claim that the termination of employment of any of the Transferring Employees or any other employee of the Authority whether on or before the Transfer Date which arises as a result of any act or omission by the Supplier or Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.10 If any person who is an employee of the Authority who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from the Authority to the

Supplier or any Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned:

- 1.10.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
- 1.10.2 the Authority may offer employment to such person within twenty eight (28) days of the notification by the Supplier;
- 1.10.3 if such offer of employment is accepted, the Supplier or Sub-contractor shall immediately release the person from their employment; and
- 1.10.4 if after the period specified in Clause 1.10.2 of Part B of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or such offer has been made by the Authority but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person from the Transfer Date.

Part C Staff transfer from a current provider under TUPE(only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Third Party Employees will transfer on the Transfer Date to the Supplier or a Sub-contractor pursuant to TUPE, the Cabinet Office Statement and (where relevant) Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Third Party Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (and including (where relevant) the right to secure access or continued access to the NHS Pension Scheme or access or continued access to a Broadly Comparable pension scheme in accordance with Fair Deal for Staff Pensions (which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.
- 1.3 The Supplier's agreement in Clause 1.2 of Part C of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any Third Party Employee to object to being transferred to the Supplier or any Sub-contractor.
- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
 - 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Third Party with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority and any Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;
 - 1.4.2 provide such assistance and information to the Third Party as it may reasonably request to facilitate a smooth and efficient handover of the Third Party Employees to the Supplier

- or any Sub-contractor (including attendance at any meetings with Third Party Employees, trade unions and employee representatives);
- 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Third Party Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Supplier shall be responsible for, or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date, for all remuneration, benefits, entitlements and outgoings in respect of the Third Party Employees and other Staff.
- 1.6 The Supplier shall indemnify and will keep indemnified the Authority and any Third Party in relation to any Employment Liabilities arising out of or in connection with:
- 1.6.1 any act or omission of the Supplier or a Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Third Party Employee or Staff (including but not limited to any liability which arises because a Third Party Employee's employment with the Supplier or a Sub-contractor is deemed to include their previous continuous employment with the Third Party);
 - 1.6.2 any act or omission of the Supplier or a Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Third Party's failure to comply with regulation 13 of TUPE;
 - 1.6.3 any claim or allegation by a Third Party Employee or any other employee of the Authority or Third Party that in consequence of the transfer of Services to the Supplier or a Sub-contractor there has or will be a substantial change in their working conditions to their detriment within regulation 4(9) of TUPE; and
 - 1.6.4 any claim or allegation that the termination of employment of any of the Third Party Employees or any other employee of the Third Party whether on or before the Transfer Date or not which arise as a result of any act or omission by the Supplier or a Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.7 The Authority shall use reasonable endeavours to transfer to the Supplier or any Sub-contractor the benefit of any indemnity it has from the Third Party.

Part D Provisions regarding pensions (only applicable to the Contract if this box is checked or Clause 1.2.4 of Part A of this Schedule 7 applies)

Broadly comparable pension benefits (Clause 1.4 of this Part D of Schedule 7 only applies to the Contract if this box is checked or Clause 1.2.4 of Part A of this Schedule 7 applies. For the avoidance of doubt, where this box is not checked, but the Part D box above is checked all of the provisions of this Part D of Schedule 7 shall apply to this Contract except Clause 1.4 of this Part D of Schedule 7)

1 Pension protection for Eligible Employees

1.1 General

1.1.1 The Supplier shall procure that, if relevant, each of its Sub-contractors shall comply with the provisions in this Schedule 7 as if references to the Supplier were to the Sub-contractor.

1.2 Membership of the NHS Pension Scheme

1.2.1 In accordance with Fair Deal for Staff Pensions, the Supplier to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, shall on or before the Employee Transfer Date, each secure a Direction Letter to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, or as appropriate rejoin or secure eligibility for the NHS Pension Scheme for so long as they remain employed in connection with the delivery of the Services under this Contract.

1.2.2 The Supplier must supply to the Authority a complete copy of the Direction Letter as soon as reasonably practicable after the Employee Transfer Date.

1.2.3 The Supplier shall comply with the terms of the Direction Letter (including any terms which change as a result of changes in Law) for so long as it remains bound by the terms of the Direction Letter.

1.2.4 Where any Staff (including any Transferred Staff) omitted from the Direction Letter supplied in accordance with Part D of this Schedule 7 is subsequently found to be an Eligible Employee, the Supplier (or its Sub-contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Employee Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.

1.2.5 The Supplier shall ensure that all data relating to the Eligible Employees and the NHS Pension Scheme is up to date and is provided to the Authority as requested from time to time.

1.3 Contributions payable

1.3.1 The Supplier shall pay to the NHS Pension Scheme all such amounts as are due under the Direction Letter and shall deduct and pay to the NHS Pension Scheme such employee contributions as are required by the NHS Pension Scheme.

1.3.2 Where during the Term the standard employer contribution rate which the Supplier is required to pay into the NHS Pension Scheme pursuant to the terms of its Direction Letter

is increased to a rate which is over and above the rate which was applicable to the Supplier as at the date of this Contract and such rate increase results in an increased cost to the Supplier overall in relation to the provision of the Services (“Cost Increase”), the Supplier shall (subject to Clause 1.3.3 of Part D of this Schedule 7 and the provision of supporting information) be entitled to recharge a sum equal to the Cost Increase to the Authority. The Supplier shall only be entitled to recharge any Cost Increase to the Authority pursuant to this Clause 1.3.2 of Part D of this Schedule 7 in circumstances where the Cost Increase arises solely as a direct result of a general increase in the employer contribution rate applicable to all employers participating in the NHS Pension Scheme and not in circumstances where the employer contribution rate applicable to the Supplier is increased for any other reason, including as a result of any acts or omissions of the Supplier which give rise to any costs or additional charges (including interest) being charged to the Supplier which are over and above the minimum employer contributions payable by an employer in the NHS Pension Scheme (including as a result of a failure by the Supplier to comply with the terms of its Direction Letter or to meet its obligations to the NHS Pension Scheme).

1.3.3 The Supplier must supply all such information as the Authority may reasonably request from time to time in order to support any claim made by the Supplier pursuant to Clause 1.3.2 of Part D of this Schedule 7 in relation to a Cost Increase.

1.3.4 Where during the Term the standard employer contribution rate which the Supplier is required to pay in relation to the NHS Pension Scheme pursuant to the terms of its Direction Letter is decreased as part of a general reduction in the standard employer contribution rate applicable to all employers participating in the NHS Pension Scheme to a rate which is lower than that which was applicable as at the date of this Contract and such decrease results in a cost saving for the Supplier (a “Cost Saving”), the Authority shall be entitled to reduce the amounts payable to the Supplier under this Contract by an amount equal to the Cost Saving. The Authority shall be entitled to deduct any Cost Saving from sums otherwise payable by the Authority to the Supplier under this Contract.

1.4 Broadly Comparable Pension Benefits

1.4.1 If the Authority in its sole discretion agrees that the Supplier or Sub-contractor need not provide the Eligible Employees with access to the NHS Pension Scheme, the Supplier must ensure that, with effect from the Employee Transfer Date until the day before the Subsequent Transfer Date, the Eligible Employees are offered access to a scheme under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

1.4.2 The Supplier must supply to the Authority details of its Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Employee Transfer Date.

1.5 Transfer Option where Broadly Comparable Pension Benefits are provided

1.5.1 As soon as reasonably practicable and in any event no later than twenty (20) Business Days after the Employee Transfer Date, the Supplier must provide the Eligible Employees with

the Transfer Option, where a Third Party offered, or the Supplier offers, a Broadly Comparable scheme.

1.6 Calculation of Transfer Amount

1.6.1 The Authority shall use reasonable endeavours to procure that twenty (20) Business Days after the Transfer Option Deadline, the Transfer Amount is calculated by the Third Party's Actuary or the Authority's Actuary (as appropriate) on the following basis and notified to the Supplier along with any appropriate underlying methodology.

1.6.2 If the Third Party offers a Broadly Comparable scheme to Eligible Employees:

- (i) the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in Clause 1.6.2(ii) of Part D of this Schedule 7 below must be aligned to the funding requirements of that scheme; and
- (ii) the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the Third Party's Broadly Comparable scheme), must be aligned to whichever of:
 - (A) the funding requirements of the Third Party's Broadly Comparable scheme; or
 - (B) the principles under which the Third Party's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment), gives the higher figure, provided that where the principles require the assumptions to be determined as at a particular date, that date shall be the Employee Transfer Date.

1.6.3 In the case of Transferring Employees or any Third Party Employees who have access to the NHS Pension Scheme (and who are classed as Eligible Employees), the Transfer Amount shall be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from the NHS Pension Scheme set by the Department of Health from time to time.

1.6.4 Each Party shall promptly provide to the Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

1.7 Payment of Transfer Amount

Subject to:

1.7.1 the period for acceptance of the Transfer Option having expired; and

1.7.2 the Supplier having provided the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) with completed and signed forms of consent in a form acceptable to the Third Party's pension scheme (or NHS Pensions) from each Eligible Employee in respect of the Transfer Option; and

- 1.7.3 the calculation of the Transfer Amount in accordance with Clause 1.6 of Part D of this Schedule 7; and
- 1.7.4 the trustees or managers of the Supplier's (or any Sub-contractor's) Broadly Comparable scheme (or NHS Pensions, as appropriate) having confirmed in writing to the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Authority will use reasonable endeavours to procure that the Third Party's pension scheme (or the NHS Pension Scheme, as appropriate) shall, on or before the Payment Date, transfer to the Supplier's Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

1.8 Credit for Transfer Amount

- 1.8.1 Subject to prior receipt of the Transfer Amount, by the trustees or managers of the Supplier's Broadly Comparable scheme (or NHS Pensions, as appropriate), the Supplier must procure that year-for-year day-for-day service credits are granted in the Supplier's (Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Supplier's pension scheme.
- 1.8.2 To the extent that the Transfer Amount is or shall be insufficient to provide benefits in the receiving scheme on the basis set out in Clause 1.8.1 above, the Supplier shall be liable to make a top-up payment into the receiving scheme such that benefits shall be provided by the receiving scheme on the basis set out in Clause 1.8.1. above.

1.9 Premature Retirement Rights

- 1.9.1 From the Employee Transfer Date until the day before the Subsequent Transfer Date, the Supplier must provide Premature Retirement Rights in respect of the Eligible Employees that are identical to the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

1.10 Breach and Cancellation of any Direction Letter(s) and Right of Set-Off

- 1.10.1 The Supplier agrees that it shall notify the Authority if it breaches the terms of the Direction Letter. The Supplier also agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier breaches the terms of this Direction Letter.
- 1.10.2 If the Authority is entitled to terminate this Contract pursuant to Clause 15.5.5 of Schedule 2, the Authority may in its sole discretion instead of exercising its right under Clause 15.5.5 of Schedule 2 permit the Supplier to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.

- 1.10.3 If the Authority is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Authority shall be entitled to deduct all or part of those arrears from any amount due to be paid by the Authority to the Supplier having given the Supplier five (5) Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Pensions in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.11 Compensation

- 1.11.1 If the Supplier is unable to provide the Eligible Employees with either:
- (i) membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or
 - (ii) a Broadly Comparable scheme,
- the Authority may in its sole discretion permit the Supplier to compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Supplier must meet the costs of the Authority in determining whether the level of compensation offered is reasonable in the circumstances.
- 1.11.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.12 Supplier Indemnities Regarding Pension Benefits and Premature Retirement Rights

- 1.12.1 The Supplier must indemnify and keep indemnified the Authority and any Successor against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Employee Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 1.12.2 The Supplier must indemnify and keep indemnified the Authority, NHS Pensions and any Successor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Term.
- 1.12.3 The Supplier must indemnify the Authority, NHS Pensions and any Successor against all Losses arising out of its breach of this Part D of this Schedule 7 or the terms of the Direction Letter.

1.13 Sub-contractors

- 1.13.1 If the Supplier enters or has at the Commencement Date entered into a Sub-contract for delivery of all or part of the Services it shall impose obligations on its Sub-contractor in the same terms as those imposed on the Supplier in relation to Pension Benefits and Premature Retirement Benefits by this Part D of this Schedule 7, including requiring that:
- (i) if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-contract; or
 - (ii) if the Supplier has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Supplier's pension scheme into the Sub-contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-contractor, the NHS Pension Scheme) on the basis set out in Clause 1.8 of Part D of this Schedule 7, except that the Supplier or the Sub-contractor as agreed between them, must make up any shortfall in the transfer amount received from the Supplier's pension scheme.

1.14 Direct Enforceability by the Eligible Employees

- 1.14.1 Notwithstanding Clause 30.8 of Schedule 2, the provisions of this Part D of this Schedule 7 may be directly enforced by an Eligible Employee against the Supplier and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to him or her by the Supplier under this Part D of this Schedule 7 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 1.14.2 Further, the Supplier must ensure that the Contracts (Rights of Third Parties) Act 1999 shall apply to any Sub-contract to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

1.15 Pensions on Transfer of Employment on Exit

- 1.15.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Supplier must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):
- (i) not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Subsequent Transfer Date;
 - (ii) within thirty (30) Business Days of being requested to do so by the Authority or Successor, (or if the Successor is offering Eligible Employees access to the NHS

Pension Scheme, by NHS Pensions), provide a transfer amount calculated in accordance with Clause 1.6 of this Part D of this Schedule 7; and

- (iii) do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Authority be necessary or desirable and to enable the Authority and/or the Successor to achieve the objectives of Fair Deal for Staff Pensions.

Schedule 8

Expert Determination

1 Dispute Process

- 1.1 During any Dispute, including a Dispute as to the validity of the Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 1.2 In the case of a Dispute the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and shall follow the procedure set out in this Schedule 8.
- 1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:
 - 1.3.1 the material particulars of the Dispute; and
 - 1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.
- 1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").
 - 1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").
 - 1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.
 - 1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in paragraph 1.4.2 of this Schedule 8.
 - 1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.
- 1.5 If the procedure set out in paragraph 1.4 of this Schedule 8 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to paragraph 1.6 of this Schedule 8). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to paragraph 1.6 of this Schedule 8.
- 1.6 Where the Dispute is referred to binding expert determination the following process will apply:

- 1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.
- 1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an “**Expert**”). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen’s Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in paragraph 1.6.1 of this Schedule 8 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.
- 1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in paragraph 1.6.5 of this Schedule 8).
- 1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.
- 1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later (“**Date of Final Representations**”). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.
- 1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).
- 1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen’s Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party Queen’s Counsel of their choosing under this paragraph 1.6.7 of this Schedule 8. The Parties will pay any such third party costs incurred pursuant to this paragraph 1.6.7 of this Schedule 8 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.
- 1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the “**Expert’s Decision**”) within thirty (30) Business
- 1.6.9 s Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

- 1.6.10 The Expert's Decision shall include reasons.
 - 1.6.11 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.
 - 1.6.12 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.
 - 1.6.13 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.
 - 1.6.14 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.
- 1.7 Nothing in this Contract shall prevent:
- 1.7.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of students and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 1.8 Subject to paragraph 1.7 of this Schedule 8 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 8 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert's Decision.
- 1.9 This Schedule 8 shall survive the expiry of or earlier termination of this Contract for any reason.

Schedule 9

Data Protection Protocol (GDPR)

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer” and “Data Subject”	shall have the same meanings as set out in the GDPR;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Personal Data Breach”	shall have the same meaning as set out in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;

“Sub-processor”	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract.
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1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by **Law**. **If it is so required the Supplier** shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
 - 1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;

- 1.4.3 ensure that :
- (a) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A of this Protocol);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Protocol;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (a) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (d) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;
- 1.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 1.5 Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority immediately if it:
- 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;

- 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 1.7.1 the Authority with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 1.8.1 the Authority determines that the Processing is not occasional;
 - 1.8.2 the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.8.3 the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Processing activity by the Authority or the Authority's designated auditor.

- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the written consent of the Authority;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

- 1.12 The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.14 The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.
- 1.15 Subject to Clauses 1.12, 1.13, and 1.14 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Table A - Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<i>Blended Learning Student Data</i>
Duration of the Processing	<i>2021 to 2025</i>
Nature and purposes of the Processing	https://www.hud.ac.uk/informationgovernance/dataprotection/
Type of Personal Data	https://www.hud.ac.uk/media/universityofhuddersfield/vcoconfidentialdocuments/referenceinformation/StudentsPrivacyNotice.pdf
Categories of Data Subject	<i>Students & Staff</i> https://www.hud.ac.uk/media/universityofhuddersfield/vcoconfidentialdocuments/referenceinformation/StaffPrivacyNotice.pdf
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	https://staff.hud.ac.uk/cls/records-management/

Schedule 10

Change Control Process

1. Principles

- 1.1 Where the Authority or the Supplier sees a need to change this Contract or the Services provided under it, the Authority may at any time request and the Supplier may at any time recommend, such change in accordance with the Change Control Process set out in paragraph 2 of this Schedule 7.
- 1.2 The parties agree that no change to the Contract shall occur or be deemed to have occurred through course of conduct or otherwise, but only through the application of the provisions of this Schedule 7. No amendments to the Contract shall be valid unless they have been agreed in writing on behalf of the Authority and the Supplier.
- 1.3 Until such time as a change is made in accordance with this Change Control Process, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms prior to such change.
- 1.4 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant change shall be without prejudice to the rights of either party.
- 1.5 Any work undertaken by the Supplier which has not been authorised in advance by a change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 7, shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedures

- 2.1 Discussion between the Authority and the Supplier concerning a change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Contract by the Authority; or
 - (c) a recommendation to change this Contract by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three (3) weeks of the date of the request.
- 2.3 A recommendation to amend this Contract by the Supplier shall be submitted directly to the Authority in the form of two (2) copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three (3) weeks.
- 2.4 Each Change Control Note shall be in the form set out below.
- 2.5 For each Change Control Note submitted by the Supplier, the Authority shall within the period of the validity of the Change Control Note:
 - (a) allocate a sequential number to the Change Control Note; and

(b) evaluate the Change Control Note and, as appropriate:

(i) request further information; or

(ii) arrange for two (2) copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or

(iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this Contract.

2.7 The final decision as to whether to accept or reject a Change Control Note will rest with the Authority provided that the Authority will act reasonably and in good faith when making such determination and decision.

Any changes to this Contract, including to the Services, shall be recorded and agreed in the Change Control Notification form detailed below:

DN Number:

Title of Change	
Service Line	
Operations Lead	
HEE originator	

Change Control Notice (CCN to the following agreement:		
Agreement name		Date of Agreement
Date Change Requested	Date CCN Raised	Expiry date of CCN

Contact Information for the proposed change	
Originator	Other Party
Name:	Name:
Company:	Company:
Telephone:	Telephone:
Email:	Email:

Clauses and Schedules affected

Associated Change Control Notices
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DN No.	Name of Agreement	Date of Agreement

Reason for change

Description of Change

Changes to contract charges and revised payment schedules

Price to implement change

Impact of change on other agreement provisions

Timetable for implementation

Acceptance

**Signed for and on behalf of:
Health Education England**

Signed:

Print Name:

Title:

Date:

Signed for and on behalf of:

Signed:

Print name:

Title:

Date: