1st April 2023

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NHS EDUCATION AND TRAINING CONTRACT

between

NHS ENGLAND

and

IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE

Contents

Clause **Page**

1	DEFINITIONS	5
2	COMMENCEMENT AND DURATION	18
3	PROVIDER'S WARRANTIES	18
4	PROVIDER'S RESPONSIBILITIES	20
5	NHSE'S RESPONSIBILITIES	26
6	PREMISES, LOCATIONS AND ACCESS	27
7	COOPERATION WITH THIRD PARTIES	28
8	USE OF NHSE EQUIPMENT	28
9	CONTRACT MANAGEMENT	28
10	FUNDING	30
11	INTELLECTUAL PROPERTY	31
12	INSURANCE	32
13	LIABILITY	33
14	LIMITATION OF LIABILITY	34
15	TERMINATION	35
16	OBLIGATIONS ON TERMINATION AND SURVIVAL	38
17	COMPLAINTS	39
18	SUSTAINABLE DEVELOPMENT	39
19	ELECTRONIC SERVICES INFORMATION	40
20	PUBLICITY AND NHS BRANDING	40
21	ADVERTISEMENTS AND MARKETING	41
22	FORCE MAJEURE	41
23	COSTS AND EXPENSES	42
24	DISPUTE RESOLUTION PROCEDURE	42
25	QUALITY AND PERFORMANCE REQUIREMENTS	43
26	CONTRACT MANAGEMENT	43
27	CONTRACT PERFORMANCE NOTICE	43
28	CONTRACT MANAGEMENT MEETING	44
29	JOINT INVESTIGATION	44
30	REMEDIAL ACTION PLAN	44
31	IMPLEMENTATION AND BREACH OF REMEDIAL ACTION PLAN	45
32	EXCEPTION REPORT	45
33	WITHHOLDING OF FUNDING AT EXCEPTION REPORT FOR BREACH OF REMEDIAL ACTION PLAN	46
34	RETENTION OF SUMS WITHHELD FOR BREACH OF REMEDIAL ACTION PLAN	46
35	UNJUSTIFIED WITHHOLDING OR RETENTION OF FUNDING	46
36	RETENTION OF FUNDING WITHHELD ON EXPIRY OR TERMINATION OF THIS CONTRACT	46
37	REVIEW MEETINGS	46
38	RECORDS RETENTION AND RIGHT OF AUDIT	46
39	CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD	48
40	EQUALITY AND HUMAN RIGHTS	48
41	NOTICES	49

42 ASSIGNMENT, NOVATION AND SUB-CONTRACTING 50
43 PROHIBITED ACTS 52
44 CHANGE CONTROL 53
45 PROCEDURE 53
46 GENERAL 55
SCHEDULE 1 - SERVICES SPECIFICATION AND TENDER SUBMISSIONS 57
SCHEDULE 2 - FUNDING 91
SCHEDULE 3 - QUALITY AND PERFORMANCE REQUIREMENTS 92
SCHEDULE 4 - DATA PROTECTION PROTOCOL 93
SCHEDULE 5 - INFORMATION AND DATA PROVISIONS 98
SCHEDULE 6 - CHANGE CONTROL NOTIFICATION FORM 104
SCHEDULE 7 - EXCHANGE OF INFORMATION BETWEEN NHSE AND THE PROVIDER 108

NHS ENGLAND - EDUCATION AND TRAINING CONTRACT

This contract is dated 1st April 2023

Parties

(1) **NATIONAL HEALTH SERVICE ENGLAND,** whose head office is at 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL, (**"NHSE"**); and

(2) **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE** whose head office is at EXHIBITION ROAD, SOUTH KENSINGTON, LONDON, SW7 2AZ (**the "Provider"**),

each a **Party** and together, the **Parties**.

Signed by the authorised representative of NHSE

Name: [redacted]

Full Name: [redacted]
Signature:
Job Title/Role: Director of Financial Control

Date Signed: 15 June 2024

Position:

Signed by the authorised representative of THE PROVIDER

Name: [redacted]

Full Name: [redacted]
Signature:
Job Title/Role: Head, Research Contracts

Date Signed: 17/04/2024

Position: Head of Research Contracts, Faculty of Medicine

1 DEFINITIONS

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

"Actual Monthly Value"	means for the relevant month, the aggregate of all Funding payments made to the Provider under this contract in respect of all Services delivered in that month (excluding VAT but before any deductions, withholdings or set-off);
"Business Continuity Event"	means any event or issue that could impact on the operations of the Provider and its ability to provide the Services including an influenza, epidemic, pandemic and any Force Majeure Event;
"Business Continuity Plan"	means the Provider'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;
"Change Control Process"	means the change control process referred to in clause 44 and 45;
"Codes of Practice"	shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;
"Commencement Date"	means the date of this contract;
"Confidential Information"1	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: (a) Personal Data including without limitation which relates to any Learner; (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 Provider may obtain or have access to through NHSE's intranet;
"**Contracting Authority**"	means any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than NHSE;

"**Contract Management Meeting**"	means a meeting of NHSE and the Provider held in accordance with clause 28;
"**Contract Performance Notice**"	(a) a notice given by NHSE to the Provider under clause 27, alleging failure by the Provider to comply with any obligation on its part under this contract; or (b) a notice given by the Provider to NHSE under clause 27 alleging failure by NHSE to comply with any obligation on its part under this contract, as appropriate;
"**Controller**"	shall have the same meaning as set out in the Data Protection Legislation;
"**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);
"**COVID-19**"	means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this contract, and/or actual or potential loss, inaccessibility of and/or destruction of such Personal Data in breach of this contract, including any Personal Data Breach;
"**Data Protection Legislation**" 1.3	means (i) the Data Protection Act 2018; (ii) any European Union laws that relate to data protection or privacy that have been incorporated into UK law following the exit of the UK from the European Union as amended or supplemented from time to time by UK law including but not limited to the UK GDPR (iii) any European Union laws that are applicable in the UK pursuant to Article 71 of the withdrawal agreement between the European Union and the UK (2019/C 384 I/01); and (iv) all applicable Law about the processing of personal information and privacy; and the guidance and codes of practice issued by the Information Commissioner;
"**Data Protection Protocol**"	means the protocol contained in **Error! Reference source not found.**;
"**Disclosure and Barring Service**"	means the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012;

"**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 24;
"**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;
"**EDS2**"	means the Equality Delivery System for the NHS – EDS2, being a tool designed to help NHS organisations, in discussion with local stakeholders, to review and improve their equality performance for people with characteristics protected by the Equality Act 2010, and to support them in meeting their duties under section 1 of the Equality Act 2010, available on the NHS England webpage (as may be updated or superseded from time to time);
"**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 NHSE may specify from time to time;
"**Emergency Preparedness, Resilience and Response**"	means the emergency preparedness, resilience and response guidance relating to the need to plan for, and respond to, a wide range of incidents and emergencies that could affect health or patient care, issued by NHS England / NHS Improvement and available on the NHS England webpage (as may be updated or superseded from time to time);

"**Employed Learner**"	means those Learners who are recruited into NHS posts on Programmes leading to statutory or voluntary registration, who are for the duration of their training only employed by a Provider, or another contractually agreed Lead Employer, and for whom NHSE may provide a financial contribution;
"**Environmental Regulations**"	shall have the meaning given to the term in paragraph Schedule 51.2 o**Error! Reference source not found.**;
"**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 and Social Care 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;
"**Exception Report**"	means a report issued in accordance with clause 32 notifying the relevant Party's Governing Body of that Party's breach of a Remedial Action Plan and failure to remedy that breach;
"**Force Majeure Event**"	has the meaning given to it in clause 22;
"**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;
"**Exit Requirements**"	means NHSE's exit requirements, as set out in the Service Specification and/or otherwise as part of this contract, which the Provider must comply with during the Term and/or in relation to any expiry or early termination of this contract;
"**Expiry Date**"	means the date delivery of the Services shall end as specified in Schedule 1 (Service Specification and Tender Submissions);

"Extra-ordinary Review Meeting"	means a meeting to be held in accordance with clause 37.3;
"**FOIA**"	shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;
"**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;
"**Funding**"	means the Funding that is payable to the Provider by NHSE under the contract for the full and proper performance by the Provider of its obligations under the contract;
"**General Anti-Abuse Rule**"	means: (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"**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;
"**Governing Body**"	means in respect of any Party, the board of directors, governing body, executive team or other body having overall responsibility for the actions of that Party;
"**Governing Documents**"	means a Party's standing orders, scheme of delegation, and standing financial instructions, as may be updated, replaced, or superseded from time to time;
"**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 Provider by

	NHSE and/or have been published and/or notified to the Provider by the Department of Health and Social Care, NHS England / Improvement, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the Cabinet Office, HM Treasury, the Care Quality Commission and/or any other regulator or competent body;
"**Halifax Abuse Principle**"	means the principle explained in the CJEU Case C255/02 Halifax and others;
"**NHSE Materials**"	means all documents, information, items and materials in any form, whether owned by NHSE or a third party, which are provided by NHSE to the Provider in connection with the Services;
"**NHSE Representative**"	means either a Regional Director, National Director, regional manager and/or a national manager of NHSE;
"NHSE"	means National Health Service England;
"**NHSE Quality Framework**"	means the multi-professional education and training quality framework published by NHSE in April 2016 and as amended thereafter from time to time, measuring the quality of education and training across learning environments in England;
"**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;
"**HRA**"	means the Human Rights Act 1998;
"**Immediate Action Plan**"	means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Learners, Service Users, the public and/or Staff;
"**Implementation Requirements**"	means NHSE's implementation and mobilisation requirements (if any), as may be set out in the Service Specification which the Provider must comply with as part of implementing the Services;
"**Insolvency Event**"	means the occurrence of any of the following events in respect of the Provider: (i) the Provider being, or being deemed for the purposes of any applicable Laws or Guidance to be, unable to pay its debts or insolvent; (ii)

	the Provider admitting its inability to pay its debts as they fall due; (iii) the value of the Provider's assets being less than its liabilities taking into account contingent and prospective liabilities; (iv) the Provider suspending payments on any of its debts or announces an intention to do so; (v) by reason of actual or anticipated financial difficulties, the Provider commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness; (vi) a moratorium is declared in respect of any of the Provider's indebtedness; (vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider; (viii) a composition, assignment or arrangement with any creditor of any member of the Provider; (ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Provider or any of its assets; (x) a resolution of the Provider or its directors is passed to petition or apply for the Provider's winding-up or administration; (xi) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court of otherwise); or (xii) if the Provider suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident;
"**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;
"**JI Report**"	means a report detailing the findings and outcomes of a Joint Investigation;
"**Joint Investigation**"	means an investigation into the matters referred to in a Contract Performance Notice in accordance with clause 29;
"**KPI**"	means the key performance indicators as set out in **Error! Reference source not found.**;
"**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 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) retained in UK law following the exit of the UK from the European Union;

(c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

(d) requirements set by any regulatory body as applicable in England and Wales;

(e) any relevant code of practice as applicable in England and Wales; and

(f) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);

"Learner"	means those individuals enrolled on a Programme of education / training to be supplied pursuant to this contract by the Provider as part of the Services;
"**Lead Employer**"	means a third party whom it is agreed will act as employer of Staff or Learners;
"**Local Counter Fraud Specialist**"	the accredited local counter fraud specialist nominated by NHSE;
"**Long Stop Date**"	means the date 3 months following the Services Commencement Date;
"Losses"	means 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 as set out in clause 13.1 of this contract;
"National Director"	means a person with delegated authority from NHSE to act for and on behalf of NHSE on a national basis;
"NHS"	means the National Health Service;
"**NHS Brand**"	means the name and logo of the NHS and any other names, logos and graphical presentations as held by the

Secretary of State required to be used in connection with the provision of the Services;

"**NHS Branding Guidelines**" means NHS brand policy and guidelines, as revised, updated or re-issued from time to time by NHS England and/or the Department of Health and Social Care, and which are available on the NHS England webpage (as may be updated or superseded from time to time);

"**NHSCFA**" means the NHS Counter Fraud Authority, the special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group;

"Occasion of Tax Non-Compliance" means:

(a) any tax return of the Provider 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 Provider 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 Provider 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 Provider 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 NHSE or the Provider as appropriate and Parties means both NHSE and the Provider;

"Personal Data" shall have the same meaning as set out in the Data Protection Legislation;

"**Personal Data Breach**" shall have the same meaning as set out in the Data Protection Legislation;

"**Policies**"	means the policies, rules and procedures of NHSE as provided to the Provider from time to time;
"**Premises and Locations**"	has the meaning given under clause 6.1;
"**Process**"	shall have the same meaning as set out in the Data Protection Legislation. Processing and Processed shall be construed accordingly;
"**Processor**"	shall have the same meaning as set out in the Data Protection Legislation;
"**Programme**"	any programme as identified in Schedule 1;
"**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;
"**Provider**"	means the supplier named at the top of this contract on the first page;
"**Provider Outputs**"	means any output of the Services to be provided by the Provider to NHSE as specified in **Error! Reference source not found.**;**Error! Reference source not found.** and any other documents, products and materials provided by the Provider to NHSE in relation to the Services;
"**Previous Contract**"	means a contract between NHSE and the Provider for the delivery of services which are the same or substantially the same as the Services, the term of which immediately precedes the Term;
"**Provider Personnel**"	means any employee, agent, consultant and/or contractor of the Provider or Sub-contractor who is either partially or fully engaged in the performance of the Services;
"Provider Representative"	means such person with delegated authority to act on behalf of the Provider as notified by the Provider to NHSE from time to time in accordance with clause 8.1.4;
"Purchase Order"	means the purchase order required by NHSE's commercial governance systems (if applicable);
"**Quality and Performance Requirements**"	means the requirements set out in **Error! Reference source not found.**;

"**Regional Director**"	means the person with delegated authority from NHSE to act for and on behalf of NHSE within any given Region;
"**Region**"	means any one or more of the seven (7) NHSE geographical regions which are set out as follows: (i) Midlands, (ii) East of England, (iii) London, (iv) North East and Yorkshire, (v) North West, (vi) South East, (vii) South West;
"**Relevant Tax Authority**"	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Provider is established;
"**Remedial Action Plan**"	means a plan to rectify a breach of or performance failure under this contract (or, where appropriate, a Previous Contract in accordance with the terms of such Previous Contract), specifying actions and improvements required, dates by which they must be achieved and consequences for failure to do so, as further described in clause 30;
"**Residual Contract Period**"	means the period after this contract expires or is terminated in accordance with its terms, during which the Provider is required (pursuant to the provisions of clauses 16.3 and 16.4 of this contract) to complete the Programme of education / training of Learners enrolled on such Programmes of education / training under this contract and all other relevant activity;
"**Review Meeting**"	means a meeting to be held in accordance with clause 37 at the intervals set out in clause 37 or as otherwise requested in accordance with clause 37;
"**Service User**"	means a patient or service user for whom a Provider has statutory responsibility;
"**Services**"	means the services set out in Part 2 of **Error! Reference source not found.**of this contract and including, without limitation, Part 1 of Schedule 1 which sets out the requirements of NHSE as issued to tenderers as part of the procurement process and the Provider's response to these requirements;
"**Services Commencement Date**"	means the date delivery of the Services shall commence as specified in Schedule 1 (Service Specification and Tender Submissions). If no date is specified in Schedule 1 (Service Specification and Tender Submissions) this date shall be the Commencement Date;
"**Service Development and Improvement Plan or SDIP**"	means an agreed plan setting out improvements to be made by the Provider to the Services (which may

	comprise or include any Remedial Action Plan agreed in relation to a Previous Contract);
"**Services Information**"	means information concerning the Services as may be reasonably requested by NHSE and supplied by the Provider to NHSE in accordance with clause 19 of this contract;
"**Service Specification**"	means the information set out in Part 2 of Schedule 1;
"**Staff**"	means all persons employed or engaged by the Provider to perform its obligations under this contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
"**Sub-contract**"	means any sub-contract entered into by the Provider or by any Sub-contractor of any level for the purpose of the performance of any obligation on the part of the Provider under this contract;
"**Sub-contractor**"	means any sub-contractor, whether of the Provider itself or at any further level of sub-contracting, under any Sub-contract;
"**Term**"	means the term set out in clause 2.1;
"**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 Body**"	has the meaning given under clause 9.11 of this contract;
"**UK GDPR**"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended or supplemented from time to time by UK law
"**VAT**"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax;
"**WRES**"	means the NHS Workforce Race Equality Standard.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This contract shall be binding on, and endure to the benefit of, the parties to this contract and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.9 A reference to any guidance or policy is a reference to it as amended, superseded, or replaced from time to time.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

1.13 A reference to **writing** or **written** includes either letter or email only.

1.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.15 A reference to **this contract** or to any other contract or document referred to in this contract is a reference of this contract or such other contract or document, in each case as varied from time to time.

1.16 References to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.

1.17 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 COMMENCEMENT AND DURATION

2.1 This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, or until the Expiry Date when this contract shall terminate automatically without notice (the "**Term**").

2.2 The Term may be extended in accordance with Schule 1 provided the Services have commenced before the Long Stop Date. The Term shall include the Initial Term and, where applicable, any Extended Term agreed between the Parties in accordance with Schedule 1.

2.3 The Provider shall provide or procure the provision of the Services to NHSE from the Services Commencement Date as specified in Schedule 1.

2.4 For the avoidance of doubt, there is no automatic roll-over of this contract on expiry or termination of the Term.

2.5 Where this contract is used to facilitate an initial pilot project, the contract shall not be extended in accordance with clause 2.2 and Schedule 1

2.6 The Parties acknowledge that the Staff of the Provider (and the Provider) are not acting as agents of NHSE when carrying out the Services.

3 PROVIDER'S WARRANTIES

3.1 The Provider warrants represents and undertakes that:

3.1.1 it has full power and authority to enter into this contract and it has the capability and capacity to deliver the Services, and that it has, and shall ensure its Staff have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this contract.

3.1.2 the execution of this contract does not and shall not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;

3.1.3 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;

3.1.4 any information provided by the Provider is in all material respects accurate and not misleading, and since its provision there has not been any material change to that information or to the Provider's position or developments that would have adversely affected the decision of a reasonable public sector funder to fund the Services substantially on the terms of this contract;

3.1.5 to the best of its knowledge and belief without conducting any specific searches on signature of this agreement, nothing shall have, or is likely to have, a material adverse effect on its ability to deliver the Services (assuming receipt of the Funding); and it has, and/or shall maintain, adequate insurances in respect of the Services;

3.1.6 unless otherwise set out in the Services 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;

3.1.7 receipt of the Services by or on behalf of NHSE and use of the Provider Outputs or of any other item or information supplied or made available to NHSE as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

3.1.8 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;

3.1.9 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying NHSE in writing at least twenty one (21) Business Days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);

3.1.10 without prejudice to any specific notification requirements set out in this contract, it will promptly notify NHSE of any health and safety hazard which has arisen, or the Provider 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;

3.1.11 unless otherwise confirmed by the Parties in writing (to include, without limitation, as part of the Service Specification), it will ensure that any products purchased by the Provider 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) (as supplemented by procurement policy note 01/15: implementing Energy Efficiency Directive article 6: further information), to the extent such requirements apply to the relevant products being purchased;- Subject to the tender specification and tender response in the service schedule.

3.1.12 it shall at all times conduct its business in a manner that is consistent with any anti-slavery policy of Provider or where applicable NHSE and shall provide to NHSE any reports or other information that NHSE may request as evidence of the Provider's compliance with this;

3.1.13 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, in the format as requested by NHSE from time to time (acting reasonably);

3.1.14 all information included within the Provider's responses to any documents issued by NHSE as part of the procurement relating to the award of this

contract (to include, without limitation, as referred to in the Schedules) and all accompanying materials is accurate;

3.1.15 all necessary actions to authorise the execution of and performance of its obligations under this contract have been taken before such execution;

3.1.16 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 Provider;

3.1.17 there are no material agreements existing to which the Provider is a party which prevents the Provider from entering into or complying with this contract;

3.1.18 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this contract;

3.1.19 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;

3.1.20 it will undertake reasonable endeavours to ensure all information, data and other records and documents required by NHSE as set out in the Services shall be submitted to NHSE in the format and in accordance with any timescales set out in the Schedules;

3.1.21 as at the Commencement Date, it has notified NHSE 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. Supplier shall advise NHSE of any involvement in litigation or Occasions of Tax Non-Compliance once such matters are in the public domain.

3.1.22 it will inform NHSE in writing immediately upon becoming aware that any of the warranties set out in this clause 3.1

3.2 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.

4 PROVIDER'S RESPONSIBILITIES

4.1 The Provider shall manage and supply the Services in accordance with this contract in all material respects.

4.2 The Provider undertake reasonable endeavours to meet the Milestones specified in Schedule 1

4.3 The Provider shall appoint a manager for the Services, such person as identified in Schedule 1 That person will be responsible for subsequently raising and agreeing any necessary Contract Variation as appropriate. The Provider shall use all reasonable endeavours to ensure that the same person acts as the Provider's manager throughout the term of this contract but may replace that person from time to time where reasonably necessary in the interests of the Provider's business.

4.4 The Provider shall ensure they attend and prepare as necessary for any Review Meetings convened under clause 37 of this contract, and shall acknowledge a request from NHSE to hold a Review Meeting or an Extra-ordinary Review Meeting within three (3) Business Days.

4.5 The Provider shall provide the Services:

4.5.1 in accordance with the terms of this contract;

4.5.2 with all due reasonable skill care and diligence using appropriately experienced, qualified and trained personnel;

4.5.3 in accordance with Good Industry Practice;

4.5.4 in accordance with regulatory requirements of any Regulator in respect of the Services;

4.5.5 in compliance with applicable Laws and Guidance (including the holding and maintaining of all necessary licences, authorisations consents, accreditations, and permissions in order to ensure compliance in all respects with its obligations under this contract);

4.5.6 using all reasonable endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of NHSE or the NHS in any material respect; and

4.5.7 in a manner which does not infringe the Intellectual Property Rights of any third party.

4.6 The Provider shall ensure invoices are sent to NHSE in a timely fashion, in accordance with Schedule 2

4.7 The Provider shall comply with the Implementation Requirements in accordance with any timescales as may be set out in Schedule 1.

4.8 The Provider shall comply fully with its obligations set out in this contract, including without limitation any KPIs in Schedule 3 and all obligations contained in this contract in relation to the quality, performance, characteristics, supply and delivery of the Services.

4.9 If the Services, or any part of them, are regulated by any Regulator, the Provider shall ensure that at the Commencement Date in clause 2 it has in place all relevant registrations and shall maintain such registrations during the Term.

4.10 The Provider shall notify NHSE 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.

4.11 The Provider shall notify NHSE in writing within two (2) Business Days of the Provider becoming aware of any such failure:

4.11.1 of any pending inspection of the Services, or any part of them, by a Regulator immediately upon the Provider becoming aware of such inspection; and

4.11.2 of the Services, or any part of them, to meet the quality standards required by a Regulator.

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.

4.12 Following any inspection of the Services, or any part of them, by a Regulator, the Provider shall provide NHSE with a copy of any report, or other communication published or provided by the relevant Regulator, , in relation to the provision of the Services.

4.13 Upon receipt of notice, or any report or communication pursuant to this clause 4, NHSE shall be entitled to request further information from the Provider and/or a meeting with the Provider, and the Provider shall cooperate fully with any such request.

4.14 The Provider shall ensure that its Provider Representative informs NHSE Representative in writing forthwith upon:

4.14.1 becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or

4.14.2 the Provider Representative having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred.

4.15 The Provider shall ensure that the Provider *Representative* informs NHSE Representative in writing of all other incidents and/or accidents that have or may have an impact on the Services.

4.16 The Provider 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 NHSE. To qualify for such relief, the Provider must notify NHSE promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of NHSE together with the potential impact on the Provider's obligations.

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

4.18 The Provider will at all times during the contract employ a sufficient number of appropriately trained, qualified, experienced and skilled Staff to ensure that it complies with its obligations under this contract. This will include, but not be limited to, the Provider providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.

4.19 The Provider 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 Schedule 1 or as otherwise agreed

between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Provider shall be subject to the prior written approval of NHSE, such approval not to be unreasonably withheld or delayed.

4.20 The Provider shall ensure that all Staff are aware of, and at all times comply with, the contract.

4.21 The Provider shall:

4.21.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;

4.21.2 ensure that every member of Staff is properly and sufficiently trained and instructed;

4.21.3 ensure all Staff have the qualifications to carry out their duties;

4.21.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Provider's expense) in respect of the Staff; and

4.21.5 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 and Social Care or any relevant Regulator or any industry body in relation to such Staff.

4.22 The Provider 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 NHSE's staff, Learners, Service Users or visitors at risk unless otherwise agreed in writing with NHSE.

4.23 The Provider 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:

4.23.1 are questioned concerning their Convictions; and

4.23.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Provider engages the potential staff or persons in the provision of the Services.

4.24 The Provider 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 Provider's cost and expense.

4.25 The Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without NHSE's prior written consent if:

4.25.1 the person has disclosed any Convictions upon being questioned about their Convictions;

4.25.2 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); or

4.25.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Provider.

4.26 The Provider shall ensure where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Provider:

4.26.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;

4.26.2 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

4.26.3 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 Learners or any other person.

4.27 The Provider shall ensure that NHSE 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 Provider 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 Learners, Service Users, or any other person. The Provider shall only be entitled to continue to engage or employ such member of Staff with NHSE's written consent and with such safeguards being put in place as NHSE may reasonably request. Should NHSE withhold consent the Provider shall remove such member of Staff from the provision of the Services forthwith.

4.28 The Provider shall immediately provide to NHSE any information that NHSE reasonably requests to enable NHSE to satisfy itself that the obligations set out in this clause 4 have been met.

4.29 NHSE may at any time request that the Provider remove and replace any member of Staff from the provision of the Services, provided always that NHSE will act reasonably in making such a request. Prior to making any such request NHSE shall raise with the Provider NHSE's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. NHSE shall be under no obligation to have such prior discussion should NHSE have concerns regarding Learner or Service User safety.

4.30 The relationship of the Provider to NHSE will be that of independent contractor and nothing in this contract shall render the Provider (or any of its Staff) an employee,

worker, agent, partner or member of NHSE and the Provider shall not hold itself out as such. This contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Provider shall be fully responsible for and shall indemnify NHSE for and in respect of:

4.30.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services. The Provider shall further indemnify NHSE against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by NHSE in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

4.30.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Provider (or a member of its Staff) against NHSE arising out of or in connection with the provision of the Services.

4.31 Unless otherwise confirmed by NHSE in writing, the Provider 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 NHSE (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 Provider Representatives that visit NHS premises.

4.32 Once compliance with any notified implementation timelines has been achieved by the Provider, the Provider shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Polices.

4.33 The Provider shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside NHSE's business continuity plan where relevant to the provision of the Services. The Provider 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 Service Specification.

4.34 Throughout the Term, the Provider will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Provider confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

4.34.1 the criticality of this contract to NHSE; and

4.34.2 the size and scope of the Provider's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

4.35 The Provider 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 NHSE and the size and scope of the Provider's business operations. The Provider shall

promptly provide to NHSE, at NHSE's written request and within ten (10) Business Days, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Provider tests its Business Continuity Plan in accordance with the requirements of this contract and reasonable and proportionate information regarding the outcome of such tests.

4.36 The Provider shall provide to NHSE a copy of any updated or revised Business Continuity Plan within ten (10) Business Days of any material update or revision to the Business Continuity Plan.

4.37 NHSE may suggest reasonable and proportionate amendments to the Provider regarding the Business Continuity Plan at any time. Where the Provider, acting reasonably, deems such suggestions made by NHSE to be relevant and appropriate, the Provider will incorporate into the Business Continuity Plan all such suggestions made by NHSE in respect of such Business Continuity Plan. Should the Provider not incorporate any suggestion made by NHSE into such Business Continuity Plan it will explain the reasons for not doing so to NHSE.

4.38 Should a Business Continuity Event occur at any time, the Provider shall implement and comply with its Business Continuity Plan and provide regular written reports to NHSE on such implementation.

4.39 During and following a Business Continuity Event, the Provider shall use reasonable endeavours to continue to provide the Services in accordance with this contract.

5 NHSE'S RESPONSIBILITIES

5.1 NHSE shall:

5.1.1 co-operate and adopt a partnership approach with the Provider in all matters relating to the Services;

5.1.2 appoint a manager for the Services, to work with the NHSE Representative. Only the NHSE Representative shall have the authority to contractually bind NHSE on matters relating to the Services;

5.1.3 arrange Contract Management Meetings in accordance with clause 28;

5.1.4 arrange Review Meetings in accordance with clause 37;

5.1.5 provide to the Provider in a timely manner all documents, information, items and materials in any form (whether owned by NHSE or third party) required under Schedule 1 or otherwise reasonably required by the Provider in connection with the Services and ensure that they are accurate and complete in all material respects;

5.1.6 ensure any formal communication under this contract is responded to within three (3) Business Days and which includes agreement for a detailed response within a reasonable timeframe;

5.1.7 provide the Funding in accordance with Schedule 2 on receipt of a valid invoice;

5.1.8 ensure that the Provider has access to the NHSE Quality Framework;

5.1.9 engage with other relevant national bodies, government, Regulators, and arm's length bodies to review the performance and suitability of the Provider to undertake education and training for NHSE;

5.1.10 support the Provider throughout their engagement of the Services, and ensure collaborative and partnership practice is enabled for the healthcare system, with the Provider; and

5.1.11 enable, so far as reasonably possible, the sharing of best practice for all providers for the purpose of innovation and transformation of the NHS workforce, either current or future.

5.2 If the Provider's performance of its obligations under this contract is prevented or delayed by any act or omission of NHSE, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Provider shall be allowed a proportionate extension of time to perform its obligations equal to the delay caused by NHSE.

5.3 NHSE shall provide the Provider with any reasonable and proportionate cooperation necessary to enable the Provider to comply with its obligations under this contract. The Provider shall at all times provide reasonable advance written notification to NHSE of any such cooperation necessary in circumstances where such cooperation will require NHSE to plan for and/or allocate specific resources in order to provide such cooperation.

6 PREMISES, LOCATIONS AND ACCESS

6.1 The Services shall be provided at such premises and at such locations within those premises as agreed by the Parties in writing ("**Premises and Locations**").

6.2 Subject to the Provider and its Staff complying with all relevant policies applicable to such Premises and Locations, NHSE shall (where the Premises and Locations are those of NHSE) grant reasonable access to the Provider and its Staff to such Premises and Locations to enable the Provider to provide the Services.

6.3 Any access granted to the Provider and its Staff under this clause 6 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 Provider warrants that it shall carry out all such reasonable further acts to give effect to this.

6.4 Where it is provided for by a specific mechanism set out in Schedule 1, NHSE may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism.

6.5 Any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with the Change Control Process. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

7 COOPERATION WITH THIRD PARTIES

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

8 USE OF NHSE EQUIPMENT

8.1 Unless otherwise set out in Schedule 1 or otherwise agreed by the Parties in writing, any equipment or other items provided by NHSE for use by the Provider:

8.1.1 shall be provided at NHSE's sole discretion;

8.1.2 shall be inspected by the Provider in order that the Provider 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 Provider until it has satisfied itself of this;

8.1.3 must be returned to NHSE within any agreed timescales for such return or otherwise upon the request of NHSE; and

8.1.4 shall be used by the Provider at the Provider's risk and the Provider shall upon written request by NHSE reimburse NHSE for any loss or damage relating to such equipment or other items caused by the Provider (fair wear and tear exempted).

9 CONTRACT MANAGEMENT

9.1 The Provider shall appoint and retain a Provider Representative and NHSE shall appoint and retain a NHSE Representative who shall be the primary point of contact for the other Party in relation to matters arising from this contract.

9.2 Should either the NHSE Representative or the Provider Representative be replaced, the Party replacing the NHSE Representative or the Provider Representative (as applicable) shall promptly inform the other Party in writing of the name and contact details for the new NHSE Representative or Provider Representative. Any NHSE Representative or the Provider Representative appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the contract.

9.3 The Provider confirms and agrees that it will be expected to work closely and cooperate fully with the NHSE Representative.

9.4 Each Party shall ensure that its representatives (to include, without limitation, the NHSE Representative and the Provider Representative) shall, attend Review Meetings in accordance with clause 37.

9.5 Each Party shall ensure that those attending such meetings have authority to make decisions regarding the day to day operation of the contract.

9.6 Ten (10) Business Days prior to each Review Meeting the Provider shall provide a written contract management report to NHSE 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:

9.6.1 details of the performance of the Provider when assessed in accordance with the KPIs in Schedule 3;

9.6.2 details of any complaints, their nature and the way in which the Provider has responded to such complaints since the last review meeting written report;

9.6.3 the information specified in the Services;

9.6.4 a status report in relation to the implementation of any current Remedial Action Plan by either Party; and

9.6.5 such other information as reasonably required by NHSE.

9.7 Unless specified otherwise in the Services, NHSE shall take minutes of each Review Meeting and shall circulate draft minutes to the Provider within five (5) Business Days following such Review Meeting.

9.8 The Provider shall inform NHSE in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes.

9.9 If the Provider does not respond to NHSE within such five (5) Business Days the minutes will be deemed to be approved.

9.10 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.

9.11 The Provider shall provide such management information as NHSE may request from time to time within five (5) Business Days of the date of the request. The Provider shall supply the management information to NHSE in such form as may be specified by NHSE and, where requested to do so, the Provider 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**").

9.12 The Provider confirms and agrees that NHSE may itself provide the Third Party Body with management information relating to the Services purchased, any Funding provided under this contract, and any other information relevant to the operation of this contract.

9.13 Upon receipt of management information supplied by the Provider to NHSE and/or the Third Party Body, or by NHSE to the Third Party Body, the Parties hereby consent to the Third Party Body and NHSE:

9.13.1 storing and analysing the management information and producing statistics; and

9.13.2 sharing the management information or any statistics produced using the management information with any other Authority.

9.14 If the Third Party Body and/or NHSE shares the management information or any other information provided under clause 9.13, any 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 NHSE to such Authority, be informed of the confidential nature of that information by NHSE and shall be requested by NHSE not to disclose it to anybody that is not an Authority (unless required to do so by Law).

9.15 NHSE may make changes to the type of management information which the Provider is required to supply and shall give the Provider at least one (1) month's written notice of any changes.

10 FUNDING

10.1 The Funding shall be calculated as set out in Schedule 2

10.2 Unless otherwise stated in Schedule 2 the Funding:

10.2.1 shall be payable from the Services Commencement Date;

10.2.2 shall remain fixed during the Term; and

10.2.3 is the entire Funding payable by NHSE to the Provider in respect of the Services and includes, without limitation, any licence fees, supplies and all consumables used by the Provider, 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.

10.3 Unless stated otherwise in Schedule 2:

10.3.1 the Funding profile for this contract is monthly in arrears, the Provider shall invoice NHSE, within fourteen (14) Business Days of the end of each calendar month, the Funding in respect of the Services provided in compliance with this contract in the preceding calendar month; or

10.3.2 where clause 10.3.1 does not apply, the Provider shall invoice NHSE for Services at any time following completion of the provision of the Services in compliance with this contract.

10.4 Each invoice shall contain such information of the Services delivered, including the Purchase Order number and be addressed to such individual as NHSE may inform the Provider from time to time.

10.5 The Funding is exempt and exclusive of VAT. Which under normal circumstances is not chargeable to NHSE.

10.6 Where NHSE agree in advance to pay VAT, NHSE shall pay at the prevailing rate subject to receipt from the Provider of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

10.7 NHSE shall verify and pay each valid and undisputed invoice received within thirty (30) Business Days of receipt of such invoice at the latest. However, NHSE shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.

10.8 Where NHSE 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) Business Days of the query being raised. No interest is permitted to be added to a future invoice.

10.9 If the Parties are unable to agree a resolution within thirty (30) Business Days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. No interest is permitted to be added to a future invoice.

10.10 NHSE shall not be in breach of any of any of its Funding obligations under this contract in relation to any queried or disputed invoice sums unless the process referred to in this clause 10 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Provider and NHSE has then failed to pay such sum within a reasonable period following such determination.

10.11 The Provider shall pay to NHSE any service credits that may become due in accordance with the provisions of the Services.

10.12 NHSE reserves the right to adjust:

10.12.1 any monies due to the Provider from NHSE as against any monies due to NHSE from the Provider under this contract; and

10.12.2 any monies due to NHSE from the Provider as against any monies due to the Provider from NHSE under this contract.

10.13 Where NHSE is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Provider under this contract, NHSE may invoice the Provider for such sums. Such invoices shall be paid by the Provider within thirty (30) Business Days of the date of such invoice.

11 INTELLECTUAL PROPERTY

11.1 Except as set out expressly in this contract no Party shall acquire the Intellectual Property Rights of any other Party.

11.2 All Intellectual Property Rights in and to the Provider Outputs, Services, materials and any other output developed by the Provider as part of the Services shall be owned by the Provider. The Provider shall be free to publish without restriction

11.3 This clause 11 shall continue notwithstanding the expiry or earlier termination of this contract.

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

11.5 Each Party grants to the other a, royalty-free, non-exclusive licence to use its Background IP for the sole purpose of developing and delivering the Services 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.

12 INSURANCE

12.1 Without prejudice to its obligations to NHSE under this contract, including its indemnity and liability obligations, the Provider shall for the Term at its own cost take out and maintain, or procure the taking out and maintenance of the insurances as set out in this clause and any other insurances as may be required by applicable Law and/or Guidance (together the "**Insurances**").

12.2 During the Term and for a period of six (6) years after the Provider ceases to have any obligations under this contract, the Provider shall maintain in force the following insurance policies with reputable insurance companies:

12.2.1 public liability insurance with a limit of at least £2,000,000 a claim.

professional indemnity insurance with a limit of at least £5,000,000 for any one claim arising for claims arising in aggregate over the one year.

12.2.2 clinical malpractice insurance with a limit of at least £5,000,000 for any one claim and in the aggregate over one year.

employer's liability insurance with a limit of at least £5,000,000 for any one claim in the aggregate over one year; and

adequate insurance cover for any loss, injury and damage caused by or to any Learners (whilst on the Premises or not) in the course of providing the Services with a limit of at least £5,000,000 for any one claim arising from a single event or series of related events and in the aggregate single calendar year

12.3 During the Term, the Provider shall fulfil all duties relating to the Learners' health, safety and welfare as if it was their employer and shall comply with NHSE's reasonable requests in connection with the Provider's duties in relation to the Learners.

12.4 The Provider shall agree with NHSE the specific duties and obligations of such persons as regards Learner supervision and patient care as appropriate. For the purposes of this clause 12 and in performing the Services, the Provider agrees to be deemed to be the employer of the Learner whilst undertaking a Programme(s) and not for the purposes of employment law, save where the Learner is an Employed Learner or a secondee employed via a secondment agreement with the Provider.

12.5 At the commencement of this contract and from time to time thereafter at the reasonable request of NHSE or the NHSE Representative, the Provider shall produce evidence of the insurances obtained and maintained in accordance with this clause 12 to NHSE.

12.6 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Provider of any liabilities under this contract. It shall be the responsibility of

the Provider 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 Provider 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.

12.7 The Provider 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.

13 LIABILITY

13.1 Without prejudice to its liability to NHSE for breach of any of its obligations under this contract, the Provider shall be liable for and shall indemnify NHSE against any direct liability, direct loss, damage, costs, expenses, claims or proceedings whatsoever ("**Losses**") (subject always to an obligation upon NHSE to mitigate any Losses to every reasonably practicable extent) incurred by NHSE in respect of any claim against NHSE, arising under any statute or otherwise in respect of:

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

13.1.2 any injury to any person (including but not limited to Learners), including injury resulting in death; or

13.1.3 any infectious disease present on the Premises (including but not limited to COVID-19); or

13.1.4 any Losses of the Provider that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this contract insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of NHSE; or

13.1.5 any material or non-material damage to any person as a result of infringement of the Data Protection Legislation, arising directly out of any act or omission or breach of this contract by the Provider (which expression shall in the remainder of this clause include its servants, agents, contractors or any other person who at the request of the Provider is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Provider under this contract) save to the extent caused (or contributed to) by any act or omission or breach of contract by NHSE.

13.2 Upon the expiry or earlier termination of this contract, the Provider 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.

14 LIMITATION OF LIABILITY

14.1 Subject to clause 13, the limit of the Provider's liability to NHSE for any claim arising under this contract shall be limited to a maximum of 120% of the total Funding provided under this contract in pounds sterling in aggregate for all occurrences or series of occurrences in the Term.

14.2 Subject to clause 13, NHSE's total liability to the Provider for any and all claims arising under this contract shall be limited to the total Funding.

14.3 Nothing in this contract shall exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited by reason of law.

14.4 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.5 NHSE has no responsibility for any other costs incurred by the Provider in connection with the Services and/or the Programme(s) to which the Funding relates, and the Provider must indemnify and keep NHSE indemnified against any direct losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities that result from or arise out of the Provider's acts or omissions in relation to the Services and/or the Programme(s) or its duties to third parties.

14.6 The Provider shall further indemnify NHSE against any costs, claims or other liabilities:

14.6.1 which arise in relation to or in connection with any acts or omissions by any Learners during their attendance on an enrolled Programme of education pursuant to this contract; and

14.6.2 which NHSE incurs as a direct result of the Provider's act or omission in assessing any Staff suitability to work alongside or to supervise Learners in the course of undertaking any Programme of education pursuant to this contract.

14.7 For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

14.7.1 extra costs incurred purchasing replacement or alternative services;

14.7.2 the costs of extra management time; and/or

14.7.3 costs incurred as a result of a Data Loss Event, including the costs of informing Data Subjects of the Data Loss Event

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this contract.

14.8 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this contract.

15 TERMINATION

15.1 Without affecting any other right or remedy available to it, NHSE may terminate this contract or any part of the Services at any time on six (6) months' written notice, but may in its absolute discretion terminate on three (3) months' written notice. NHSE will consider the impact on the Provider and the healthcare system in making the decision for termination on three (3) months, and share this decision publicly. Such notice shall not be served within one (1) year of the Commencement Date

15.2 Without affecting any other right or remedy available to it, the Provider may terminate this contract or any part of the Services at any time with the written agreement of NHSE and providing six(6) months' notice in writing. In partnership with the Provider and at the discretion of NHSE this notice period may be reduced where it is reasonable to NHSE to do so, provided that six (6) months' notice has been provided. Such notice shall not be served within one (1) year of the Commencement Date.

15.3 Without affecting any other right or remedy available to it, either Party may terminate this contract with immediate effect by giving written notice to the other Party if:

15.3.1 the other Party commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Business Days after being notified in writing to do so;

15.3.2 the other Party repeatedly breaches any of the terms of this contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this contract;

15.3.3 where the Provider is an NHS Trust or NHS Foundation Trust, the Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act 2006;

15.3.4 the Provider is in receipt of a quality report from any Regulator which has material adverse implications for the provision of any of the Services, where a Remedial Action Plan has not been agreed and enforced;

15.3.5 the Provider is subject to an Insolvency Event or otherwise its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this contract is in jeopardy; and/or

15.3.6 the Secretary of State for Health and Social Care no longer authorises and/or funds NHSE to commission and manage the provision of Funding in a manner as envisaged by this contract.

15.4 For the purposes of clause 15.3.1 **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

15.4.1 a substantial portion of this contract; or

15.4.2 any number of the obligations set out in the contract,

over the term of this contract in deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15.5 Without affecting any other right or remedy available to it, the Provider may terminate this contract with immediate effect by giving written notice to NHSE if NHSE fails to pay any amount due under this contract on the due date for payment and remains in default not less than forty (40) Business Days after being notified in writing to make such payment. No interest is payable on these amounts.

15.6 The termination of this contract for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.

15.7 NHSE may terminate this contract forthwith by issuing a Termination Notice to the Provider if:

15.7.1 the Provider does not commence delivery of the Services by any Long Stop Date;

15.7.2 the contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

15.7.3 NHSE has become aware that the Provider should have been excluded under regulation 57(1) – (4) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this contract;

15.7.4 the contract should not have been awarded to the Provider 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

15.7.5 there has been a failure by the Provider 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 Provider's Sub-contractors, NHSE may request the replacement of such Sub-contractor and the Provider shall comply with such request as an alternative to NHSE terminating this contract under this clause 15.7.5;

15.7.6 the Provider, or any third party guaranteeing the obligations of the Provider 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;

15.7.7 the Provider 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 NHSE and NHSE shall be entitled to withhold such consent if, in the reasonable opinion of NHSE, the proposed change of control will have a material impact on the performance of this contract or the reputation of NHSE;

15.7.8 the Provider purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this contract;

15.7.9 the warranty given by the Provider is materially untrue; or

15.7.10 the Provider breaches its obligation to notify NHSE of any Occasion of Tax Non-Compliance.

15.8 If NHSE, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Provider and/or any third party guaranteeing the obligations of the Provider under this contract and/or any material Sub-contractor of the Provider when compared to any information provided to and/or assessed by NHSE as part of any procurement process or other due diligence leading to the award of this contract to the Provider or the entering into a Sub-contract by the Provider, the following process shall apply:

15.8.1 NHSE may (but shall not be obliged to) give notice to the Provider 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 NHSE may require within a reasonable time period as specified in such notice;

15.8.2 a failure or refusal by the Provider to provide any financial or other security and/or assurances requested in accordance with clause 15.8.1 in accordance with any reasonable timescales specified in any such notice issued by NHSE shall be deemed a breach of this contract by the Provider and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

15.8.3 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, NHSE to terminate this contract.

15.9 In order that NHSE may act reasonably in exercising its discretion in accordance with clause 15.8.1, the Provider shall provide NHSE with such reasonable and proportionate up-to-date financial or other information relating to the Provider or any relevant third party entity upon request.

15.10 Within six (6) months of the Commencement Date the Provider shall develop and agree an exit plan with NHSE consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this contract. The

Provider shall provide NHSE with the first draft of an exit plan within four (4) months 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.

15.11 If the Parties cannot agree an exit plan in accordance with the timescales set out in clause 15.10 (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 OBLIGATIONS ON TERMINATION AND SURVIVAL

16.1 Upon expiry or earlier termination of this contract, NHSE agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this contract prior to expiry or earlier termination of this contract and all non-cancellable costs incurred or commitments falling due after the date of termination, provided that such costs have previously been agreed with NHSE

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 Provider 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 Provider by NHSE shall be delivered by the Provider to NHSE provided that the Provider shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Provider is required by Law and/or Guidance to keep copies; or (c) the Provider was in possession of such data, documents and records prior to the Commencement Date; and

16.2.3 any Personal Data Processed by the Provider on behalf of NHSE shall be returned to NHSE or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

16.3 In the event that upon termination of this contract, there remain any Learners who are still on a Programme of education / training pursuant to this contract, subject to the provisions of clause 16.4, the terms of this contract shall remain in full force and effect in relation to such Learners until their Programmes of education / training have completed, or, if this is not feasible, the Provider will, with the agreement of NHSE in writing, organise alternative provision of a comparable standard and quality.

16.4 During the Residual Contract Period the Provider shall complete the delivery of all Programmes of education / training for Learners who have not, upon the expiry or termination of this contract, completed the same unless agreed to the contrary with NHSE.

16.5 The Provider shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to clause 16.2.3 for a maximum of 6 years from termination or expiry of this contract.

16.6 The Provider shall cooperate fully with NHSE 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 NHSE to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

16.7 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.

16.8 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 COMPLAINTS

17.1 To the extent relevant to the Services, the Provider 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.

17.2 Each Party shall inform the other of all complaints 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.

18 SUSTAINABLE DEVELOPMENT

18.1 The Provider 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 Provider shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Service Specification. Without prejudice to the generality of the foregoing, the Provider shall:

18.1.1 comply with all Policies and/or procedures and requirements set out in the Service Specification in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Provider's supply chain;

18.1.2 maintain relevant policy statements documenting the Provider's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Provider's business operations; and

18.1.3 maintain plans and procedures that support the commitments made as part of the Provider's significant labour, social and environmental policies, as referred to at clause 18.1.1.

18.2 The Provider shall meet reasonable requests by NHSE for information evidencing the Provider's compliance with the provisions of this clause 18.

19 ELECTRONIC SERVICES INFORMATION

19.1 Where requested by NHSE, the Provider shall provide NHSE the Services Information in such manner and upon such media as agreed between the Provider and NHSE from time to time for the sole use by NHSE.

19.2 The Provider warrants that the Services Information is complete and accurate as at the date upon which it is delivered to NHSE and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of NHSE following publication of the same in accordance with this clause 19 of this Agreement.

19.3 If the Services Information ceases to be complete and accurate, the Provider shall promptly notify NHSE in writing of any modification or addition to or any inaccuracy or omission in the Services Information.

19.4 The Provider grants NHSE 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 NHSE's contracts from time to time. Subject to clause 19.5, no obligation to illustrate or advertise the Services Information is imposed on NHSE, as a consequence of the licence conferred by this clause 19.4.

19.5 NHSE may reproduce for its sole use the Services Information provided by the Provider in NHSE'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 NHSE's external website and/or made available on other digital media from time to time.

19.6 Before any publication of the Services Information (electronic or otherwise) is made by NHSE, NHSE will submit a copy of the relevant sections of NHSE's services catalogue to the Provider for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Provider shall have no right to compel NHSE to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this clause 19.6 or otherwise under the terms of this contract.

19.7 If requested in writing by NHSE, and to the extent not already agreed as part of the Service Specification, the Provider and NHSE shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

20 PUBLICITY AND NHS BRANDING

20.1 Subject to clause 20.2, the Provider must not, without the prior written consent of NHSE, apply NHS branding or NHSE's name or logo to the Services, and must obtain the NHSE's prior written approval (not to be unreasonably withheld) for any publicity in connection with the Provider's receipt of the Funding.

20.2 For all activity relating to the Services (including, but not limited to any activity in connection with the Provider's receipt of the Funding), the Provider shall make clear on all publications, notices, and communications, that the Services are NHSE-funded Services. NHSE permits the Provider's use of the NHSE logo for the sole purpose of its compliance with this clause. Such use of the NHSE logo must comply with the NHS Branding Guidelines and this clause 20.

20.3 If NHSE does permit the Provider to use NHS branding, its name or logo in connection with the Services, that permission is limited to the purposes and duration communicated to the Provider by NHSE and the Provider must comply with the NHS Branding Guidelines.

20.4 Goodwill in the Services, to the extent branded as NHS services, shall belong separately to both the Secretary of State and the Provider. The Provider may enforce its rights in its own branding even if it includes the NHS Brand. The Provider must provide whatever assistance the Secretary of State may reasonably require to allow the Secretary of State to maintain and enforce his rights in respect of the NHS Brand.

20.5 The Provider shall not request any endorsement in any form whatsoever from NHSE staff (which includes any person employed or engaged by NHSE) ("**NHSE Staff**") in relation to the Provider's products and/or Services, or use any comments made by any member of NHSE Staff in relation to the Provider's products and/or Services, in any publicity, marketing or on any website, including the Provider's website or social media, without the prior express written permission of NHSE.

21 ADVERTISEMENTS AND MARKETING

21.1 Unless otherwise agreed by NHSE, no disclosure, announcement, advertisement or publication or any form of marketing or public relations exercise in connection with this contract or the existence of this contract and the Parties to it or them shall be made by or on behalf of a Party to this contract without the approval of NHSE in writing. For the avoidance of doubt, the provisions of this clause 21 shall in no way preclude the Provider from advertising, publishing or announcing in any way the details of the healthcare or education services it delivers.

22 FORCE MAJEURE

22.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including (having regard to Emergency Preparedness, Resilience and Response guidance) without limitation:

22.1.1 acts of God, flood, drought, earthquake or other natural disaster;

22.1.2 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

22.1.3 nuclear, chemical or biological contamination or sonic boom;

22.1.4 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to provide a necessary licence or consent;

22.1.5 collapse of buildings, fire, explosion or accident;

22.1.6 any labour or trade dispute, strikes, industrial action or lockouts; and/or

22.1.7 non-performance by Providers and interruption or failure of utility service.

22.2 For the avoidance of doubt, a Force Majeure Event does not include an epidemic, pandemic, or other incidents which have been planned under NHS Emergency Preparedness, Resilience and Response requirements. Providers are required to work in partnership to identify these events and to collaborate with NHSE to comply with any national guidance issued in these circumstances.

22.3 Provided it has complied with clause 22.5, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

22.4 The corresponding obligations of the other Party shall be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

22.5 The Affected Party shall:

22.5.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Business Days from its start, notify NHSE in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this contract; and

22.5.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

22.6 If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this contract by giving 4 weeks' written notice to the Affected Party.

22.7 All Regulator, NHS and NHSE notices should be adhered to by the Provider in the event of a Force Majeure Event.

23 COSTS AND EXPENSES

23.1 Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this contract.

24 DISPUTE RESOLUTION PROCEDURE

24.1 If a dispute arises out of or in connection with this contract or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this contract, the Parties shall follow the procedure set out in this clause:

24.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the NHSE Representative and the Provider Representative shall attempt in good faith to resolve the Dispute.

24.1.2 if the NHSE Representative and Provider Representative are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a Director of NHSE and a senior director of the Provider who shall attempt in good faith to resolve it;

24.1.3 if the Director of NHSE and the senior director of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Dispute shall be referred to the CEO of NHSE and the CEO of the Provider who shall attempt in good faith to resolve it; and

24.1.4 if the CEO of NHSE and the CEO of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than thirty (30) days after the date of the ADR notice.

24.2 No Party may commence any court proceedings under clause 46.11 (in relation to the whole or part of the Dispute until thirty (30) Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

24.3 If the Dispute is not resolved within thirty (30) Business Days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) Business Days, or the mediation terminates before the expiration of the said period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 46.11.

25 QUALITY AND PERFORMANCE REQUIREMENTS

25.1 The Provider shall provide the Services and meet the Quality and Performance Requirements in accordance with Schedule 3 and the NHSE Quality Framework.

26 CONTRACT MANAGEMENT

26.1 If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality and Performance Requirement and the Provider fails to meet the Quality and Performance Requirement, NHSE shall be entitled to exercise the agreed consequence immediately and without issuing a Contract Performance Notice, irrespective of any other rights NHSE may have under this clause 26.

26.2 The provisions of this clause 26 do not affect any other rights and obligations the Parties may have under this contract.

27 CONTRACT PERFORMANCE NOTICE

27.1 If NHSE believes that the Provider has failed or is failing to comply with any obligation on its part under this contract it may issue a Contract Performance Notice to the Provider.

27.2 If the Provider believes that NHSE has failed or is failing to comply with any obligation on its part under this contract it may issue a Contract Performance Notice to NHSE.

28 CONTRACT MANAGEMENT MEETING

28.1 Unless the Contract Performance Notice has been withdrawn, NHSE and the Provider must meet to discuss the Contract Performance Notice and any related issues within ten (10) Business Days following the date of the Contract Performance Notice.

28.2 At the Contract Management Meeting NHSE and the Provider must ensure that NHSE Representative and the Provider Representative are in attendance (including representatives from the quality, finance, and performance and operations department of NHSE) and agree either:

28.2.1 that the Contract Performance Notice is withdrawn; or

28.2.2 to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.

28.3 If NHSE and the Provider cannot agree on either course of action, they must undertake a Joint Investigation.

29 JOINT INVESTIGATION

29.1 If a Joint Investigation is to be undertaken:

29.1.1 NHSE and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than two (2) months) and the appropriate representatives from each relevant Party to participate in the Joint Investigation as well as NHSE Representative and the Provider Representative; and

29.1.2 NHSE and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

29.2 On completion of a Joint Investigation, NHSE and the Provider must produce and agree a JI Report. The JI Report must include a recommendation to be considered at the next Review Meeting that either:

29.2.1 the Contract Performance Notice be withdrawn; or

29.2.2 a Remedial Action Plan be agreed and implemented.

29.3 Either NHSE or the Provider may require a Review Meeting to be held at short notice within five (5) Business Days to consider a JI Report.

30 REMEDIAL ACTION PLAN

30.1 If a Remedial Action Plan is to be implemented, NHSE and the Provider must agree the contents of the Remedial Action Plan within:

30.1.1 five (5) Business Days following the Contract Management Meeting; or

30.1.2 five (5) Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause 29.2.2,

as appropriate.

30.2 The Remedial Action Plan must set out:

30.2.1 actions required and which Party is responsible for completion of each action to remedy the failure in question and the date by which each action must be completed;

30.2.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and for how long it must be maintained; and

30.2.3 any agreed reasonable and proportionate consequences for any Party for failing to complete any agreed action and/or to achieve and maintain any agreed improvement.

30.3 If a Remedial Action Plan is agreed during the final year of the Term, that Remedial Action Plan may specify a date by which an action is to be completed or an improvement is to be achieved or a period for which an improvement is to be maintained falling or extending after the Expiry Date, with a view to that Remedial Action Plan being incorporated in an SDIP under a subsequent contract between NHSE and the Provider for delivery of services the same or substantially the same as the Services.

30.4 The Provider and NHSE must implement the actions and achieve and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the Remedial Action Plan.

30.5 NHSE and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. NHSE and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

30.6 Each Party shall bear its own costs in relation to any Joint Investigation.

31 IMPLEMENTATION AND BREACH OF REMEDIAL ACTION PLAN

31.1 If, following implementation of a Remedial Action Plan, the agreed actions have been completed and the agreed improvements achieved and maintained, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed.

32 EXCEPTION REPORT

32.1 If a Party fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan and does not remedy that failure within five (5) Business Days following receipt of notice requiring it to do so, the Provider or NHSE (as the case may be) may issue an Exception Report:

32.1.1 to the relevant Party's chief executive and/or Governing Body; and/or

32.1.2 (if it reasonably believes it is appropriate to do so) to any appropriate Regulator,

in order that each of them may take whatever steps they think appropriate.

33 WITHHOLDING OF FUNDING AT EXCEPTION REPORT FOR BREACH OF REMEDIAL ACTION PLAN

34 RETENTION OF SUMS WITHHELD FOR BREACH OF REMEDIAL ACTION PLAN

35 UNJUSTIFIED WITHHOLDING OR RETENTION OF FUNDING

36 RETENTION OF FUNDING WITHHELD ON EXPIRY OR TERMINATION OF THIS CONTRACT

37 REVIEW MEETINGS

37.1 Review Meetings are to take place as specified in Schedule 1 between NHSE and the Provider, unless the following conditions are met:

37.1.1 NHSE is assured of the delivery of Services, and that it meets the conditions of this contract, and all regulatory conditions, and that regular communication has taken place between Provider and NHSE, in which case the Provider and NHSE may agree to formally note that conditions are met and a formal Review Meeting shall not take place, in these circumstances a letter of confirmation shall be provided from NHSE to the Provider; and

37.1.2 the Provider submits a bi-annual return on their progress with the conditions of this contract, the contents of which are satisfactory to NHSE.

37.2 NHSE may, in its absolute discretion, continue with a Review Meeting even when the conditions in clause 37.1 are considered to be met, as part of good governance and accountability practice.

37.3 Extra-ordinary Review Meetings may be called by NHSE or the Provider, giving ten (10) Business Days' written notice. In these circumstances the calling Party shall issue an agenda to the other Party within five (5) Business Days of the meeting.

37.4 A Review Meeting shall be convened with representatives from the quality, finance, and performance and operations department of NHSE.

37.5 NHSE may determine at its absolute discretion to hold a Review Meeting via the submission of a paper review, rather than an in person formal attendance. The Provider may request that an in person formal attendance Review Meeting proceeds setting out its justification to NHSE in writing.

38 RECORDS RETENTION AND RIGHT OF AUDIT

38.1 Subject to any statutory requirement, the Provider 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.

38.2 NHSE shall have the right to audit the Provider's compliance with this contract. The Provider shall permit or procure permission for NHSE 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 Provider's compliance with its obligations under this contract.

38.3 Should the Provider Sub-contract any of its obligations under this contract, NHSE shall have the right to audit and inspect such third party. The Provider shall procure permission for NHSE 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 Provider's obligations under this contract that are Sub-contracted to such third party. The Provider shall cooperate with such audit and inspection and accompany NHSE or its authorised representative if requested.

38.4 The Provider shall grant to NHSE or its authorised representative, such access to those records as they may reasonably require in order to check the Provider's compliance with this contract for the purposes of:

38.4.1 the examination and certification of NHSE's accounts; or

38.4.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which NHSE has used its resources.

38.5 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 Provider and may require the Provider to provide such oral and/or written explanations as they consider necessary. This does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

38.6 The Provider shall provide reasonable cooperation to NHSE, 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.

38.7 The Provider shall provide all reasonable information as may be reasonably requested by NHSE to evidence the Provider's compliance with the requirements of this contract.

38.8 On the request of the Department of Health and Social Care, NHS England, NHS Improvement, NHSCFA, any regulatory body or NHSE, the Provider must allow NHSCFA or any Local Counter Fraud Specialist, as soon as it is reasonably practicable and, in any event, not later than 5 Business Days following the date of the request, access to:

38.8.1 all property, premises, information (including records and data) owned or controlled by the Provider; and

38.8.2 all Staff who may have information,

38.9 which is relevant to the detection and investigation of cases of bribery, Fraud or corruption, directly or indirectly in connection with this contract.

39 CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD

39.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where, in the reasonable opinion of NHSE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to NHSE under the provisions of this contract. The Provider will disclose to NHSE full particulars of any such conflict of interest which may arise.

39.2 NHSE 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 NHSE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to NHSE under the provisions of this contract. The actions of NHSE pursuant to this clause 39 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to NHSE.

39.3 The Provider shall take all reasonable steps to prevent Fraud by Staff and the Provider (including its owners, members and directors). The Provider shall notify NHSE immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

39.4 If the Provider or its Staff commits Fraud NHSE may terminate this contract and recover from the Provider, the amount of any direct loss suffered by NHSE resulting from the termination.

40 EQUALITY AND HUMAN RIGHTS

40.1 The Provider shall:

40.1.1 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;

40.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with NHSE in light of NHSE's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Provider shall take such reasonable and proportionate steps as NHSE 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

40.1.3 the Provider shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Provider by this clause 40.

40.2 The Provider shall meet reasonable requests by NHSE for information evidencing the Provider's compliance with the provisions of this clause 40.

40.3 The Provider shall perform its obligations under this contract in accordance with:

40.3.1 the Equality Act 2010 and any other equality applicable Law and/or Guidance (whether in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and sexual orientation);

40.3.2 the Provider's equality and diversity policy which must be consistent with NHSE's equality and diversity policy available on the NHSE website; and

40.3.3 any other requirements and instructions which NHSE reasonably imposes in connection with any equality obligations imposed on NHSE at any time under equality Law and/or Guidance; and

40.3.4 take all necessary steps, and inform NHSE of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

40.4 The Provider shall (and shall use its reasonable endeavours to procure that its Staff shall) at all times comply with the provisions of the HRA in the performance of the contract.

40.5 The Provider shall undertake, or refrain from undertaking, such acts as NHSE requests so as to enable NHSE to comply with its obligations under the HRA.

40.6 Where the Provider is an NHS Trust or an NHS Foundation Trust, the Provider shall implement EDS2 and WRES.

40.7 The Provider and NHSE will work in partnership to address any equality, diversity and inclusivity matters relating to education and training.

41 NOTICES

41.1 Any notice or other communication given to a Party under or in connection with this contract shall be in writing and shall be:

41.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case). For Imperial: Legal notices to Provider Authorised Representative Head, Research Contracts, Joint Research Office, Imperial College London, AHSC Directorate Office, 1st Floor North Corridor, Hammersmith Hospital, Du Cane Road, London W12 0HS; Service notices to Provider Contract manager referred to in Schedule 1; or

41.1.2 sent by email to the person referred to in the Schedule 1 and their email address specified at the beginning of this contract; for legal notices to Provider Authorised Representative to t.bennett1@imperial.ac.uk.

41.2 Any notice or communication shall be deemed to have been received:

41.2.1 if delivered by hand, at the time the notice is left at the proper address;

41.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

41.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

41.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42 ASSIGNMENT, NOVATION AND SUB-CONTRACTING

42.1 The Provider shall not, except where clause 42.2 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 NHSE such consent not to be unreasonably withheld or delayed. If the Provider 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 Provider and the Provider shall be liable to NHSE as if such act or omission had been committed or omitted by the Provider itself.

42.2 Notwithstanding clause 42.1, the Provider may assign to a third party ("**Assignee**") the right to receive Funding due and owing to the Provider under this contract for which an invoice has been issued. Any assignment under this clause 42.2 shall be subject to:

42.2.1 all related rights of NHSE in relation to the recovery of sums due but unpaid;

42.2.2 NHSE 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 NHSE shall make payment;

42.2.3 the provisions of clause 10 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of NHSE; and

42.2.4 payment to the Assignee being full and complete satisfaction of NHSE's obligation to pay the relevant sums in accordance with this contract.

42.3 Any authority given by NHSE for the Provider to Sub-contract any of its obligations under this contract shall not impose any duty on NHSE to enquire as to the competency of any authorised Sub-contractor. The Provider 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.

42.4 Where the Provider enters into a Sub-contract in respect of any of its obligations under this contract relating to the provision of the Services, the Provider shall include provisions in each such Sub-contract, unless otherwise agreed with NHSE in writing, which:

42.4.1 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;

42.4.2 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;

42.4.3 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 NHSE (such approval not to be unreasonably withheld or delayed);

42.4.4 contain a right for NHSE to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this contract;

42.4.5 requires the Provider or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;

42.4.6 provides that if the Provider or other party fails to consider and verify an invoice in accordance with clause 42.4.5 the invoice shall be regarded as valid and undisputed for the purpose of clause 42.4.5 after a reasonable time has passed;

42.4.7 requires the Provider 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;

42.4.8 permitting the Provider to terminate, or to procure the termination of, the relevant Sub-contract where the Provider is required to replace such Sub-contractor in accordance with clause 42.5;and

42.4.9 requires the Sub-contractor to include a clause to the same effect as this clause 42.4 in any Sub-contract which it awards.

42.5 Where NHSE considers that the grounds for exclusion under regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:

42.5.1 if NHSE finds there are compulsory grounds for exclusion, the Provider shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or

42.5.2 if NHSE finds there are non-compulsory grounds for exclusion, NHSE may require the Provider to ensure, or to procure, that such Sub-contractor is replaced or not appointed, and the Provider shall comply with such a requirement.

42.6 The Provider 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 NHSE pays the Provider's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Provider shall use its reasonable endeavours to pay its relevant Sub-

contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.

42.7 NHSE shall upon written request have the right to review any Sub-contract entered into by the Provider in respect of the provision of the Services and the Provider shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from NHSE. For the avoidance of doubt, the Provider shall have the right to redact any confidential pricing information in relation to such copies of Sub contracts.

42.8 NHSE 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 Provider warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If NHSE novates this contract to anybody that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of NHSE 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 Provider, such consent not to be unreasonably withheld or delayed by the Provider.

43 PROHIBITED ACTS

43.1 The Provider warrants and represents that:

43.1.1 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 NHSE 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 NHSE or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with NHSE; 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 NHSE; and

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

43.2 If the Provider 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 Provider in relation to this or any other agreement with NHSE:

43.3 NHSE shall be entitled:

(i) to terminate this contract and recover from the Provider the amount of any loss resulting from the termination;

(ii) to recover from the Provider the amount or value of any gift, consideration or commission concerned; and

(iii) to recover from the Provider 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;

43.4 any termination under clause 43.3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to NHSE; and

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

(i) the interpretation of clause 43, or

(ii) the amount or value of any gift, consideration or commission,

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

44 CHANGE CONTROL

44.1 Where NHSE or the Provider sees a need to change this contract, NHSE may at any time request, and the Provider may at any time recommend, such Change only in accordance with the Change Control Process set out in this clause 44 and clause 45.

44.2 Until such time as a Change is made in accordance with the Change Control Process, NHSE and the Provider shall, unless otherwise agreed in writing, continue to perform this contract in compliance with its terms prior to such Change.

44.3 Any discussions which may take place between NHSE and the Provider in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.

44.4 Any work undertaken by the Provider and the Provider's Staff which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this clause 44 and clause 45 shall be undertaken entirely at the expense and liability of the Provider.

45 PROCEDURE

45.1 Discussion between NHSE and the Provider concerning a Change shall result in any one of the following:

45.1.1 no further action being taken; or

45.1.2 a request to change this contract by NHSE; or

45.1.3 a recommendation to change this contract by the Provider.

45.2 Where a written request for an amendment is received from NHSE, the Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Provider to NHSE within three (3) weeks of the date of the request.

45.3 A recommendation to amend this contract by the Provider shall be submitted directly to NHSE in the form of two copies of a Change Control Note signed by the Provider at the time of such recommendation. NHSE shall give its response to the Change Control Note within three (3) weeks.

45.4 Each Change Control Note shall contain:

45.4.1 the title of the Change;

45.4.2 the originator and date of the request or recommendation for the Change;

45.4.3 the reason for the Change;

45.4.4 full details of the Change, including any specifications;

45.4.5 the price, if any, of the Change;

45.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;

45.4.7 a schedule of Funding if appropriate;

45.4.8 details of the likely impact, if any, of the Change on other aspects of this contract including:

(iii) the timetable for the provision of the Change;

(iv) the personnel to be provided;

(v) the Funding;

(vi) the training to be provided;

(vii) working arrangements; and

(viii) other contractual issues;

(ix) the date of expiry of validity of the Change Control Note; and

(x) provision for signature by NHSE and the Provider.

45.5 For each Change Control Note submitted by the Provider NHSE shall, within the period of the validity of the Change Control Note:

45.5.1 allocate a sequential number to the Change Control Note; and

45.5.2 evaluate the Change Control Note and, as appropriate:

(xi) request further information; or

(xii) arrange for two copies of the Change Control Note to be signed by or on behalf of NHSE and return one of the copies to the Provider; or

(xiii) notify the Provider of the rejection of the Change Control Note.

45.6 A Change Control Note signed by NHSE and by the Provider shall constitute an amendment to the contract.

45.7 Any Changes to this contract, including to the Services, shall be recorded and agreed in writing in the Change Control Notification form detailed in Schedule 6

46 GENERAL

46.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

46.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

46.3 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.

46.4 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.

46.5 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.

46.6 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.

46.7 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.

46.8 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 46.8 right includes any power, privilege, remedy, or proprietary or security interest.

46.9 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 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.

46.10 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 Provider and NHSE 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 NHSE's procurement documentation leading to the award of this contract shall form part of this contract.

46.11 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.

46.12 Subject to clause 24, the Parties irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this contract or its subject matter.

46.13 All written and oral communications and all written material referred to under this contract shall be in English.

SCHEDULE 1 - SERVICES SPECIFICATION AND TENDER SUBMISSIONS

1. The management levels and escalation levels are as follows: -

PROVIDER CONTRACT MANAGER:

Name	[redacted]
Contact details	[redacted]
Role	Senior Research Fellow in Surgery, Imperial College London

NHSE CONTRACT MANAGER:

Name	[redacted]
Contact details	[redacted]
Role	Senior Business and Education Manager London and KSS, NHS England

ESCALATION LEVEL – SENIOR MANAGER (PROVIDER):

Level	Supplier Representative
1	[redacted], Senior Research Fellow in Surgery, Imperial College London
2	[redacted], Head of Department, Surgery & Cancer, Imperial College London

ESCALATION LEVEL – SENIOR MANAGER (NHSE):

Level	NHSE Representative
1	[redacted], Senior Business and Education Manager, London and KSS, NHS England

2	[redacted], Head PGMDE Delivery, London and KSS NHS England

ESCALATION LEVEL - DIRECTOR (PROVIDER):

Name	[redacted]
Email address	[redacted]
Role	Director of Research, Faculty of Medicine, Imperial College London

ESCALATION LEVEL - DIRECTOR (NHSE):

Name	[redacted]
Email address	[redacted]
Role	Head PGMDE Delivery, London and KSS NHS England

2. SERVICES COMMENCEMENT DATE:

2.1 The Contract Commencement Date is the 1st April 2023

3. LONG STOP DATE:

3.1 The Long Stop Date as defined in the contract definitions shall be **30th June 2023**

4. EXTENSION:

4.1 This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15 (Termination), 31st March 2026 ("**Initial Term**"), when it shall terminate automatically without notice unless, no later than 12th months before the end of the Initial Term (or any Extended Term agreed under this paragraph), the parties agree in writing that the term of this contract shall be extended for a two year term contract("**Extended Term**"). Unless it is further extended under this paragraph or terminated earlier in accordance with clause 15 (Termination), this

contract shall terminate automatically without notice at the end of an Extended Term. The duration of this Contract shall be no longer than 5 years in total.

Part 1: Service Specification:

London Postgraduate School of Surgery - Core Surgery skills & Anatomy programme; General Surgery, Vascular Surgery and Ear, Nose & Throat (ENT) skills programmes specification

1. Background

1.1 Background to NHS England (London)

1.1.1 NHS England (NHSE) exists to ensure the delivery of excellent healthcare and health improvement to patients and their families and carers in England. This is by ensuring that the workforce has the right number of skilled practitioners trained to offer care and treatment in line with NHS values.

1.1.2 Originally established as a Special Health Authority in 2012, we are now a Non-Departmental Public Body (NDPB), as of 1 April 2015, under the provisions of the Care Act 2014.

1.1.3 We believe that the most important resource the NHS has is its people. Without a skilled workforce there is no NHS. More than 160,000 students are at this moment studying to be part of our future workforce. That includes doctors, nurses, midwives, paramedics, psychological therapists, psychological practitioners, physiotherapists, and many more roles - in fact there are over 300 different types of jobs performed by more than one million people in the NHS.

1.1.4 Our vision is to provide the right workforce, with the right skills and values, in the right place at the right time to better meet the needs and wants of service users, their families and carers - now and in the future. To achieve these ambitions, NHSE is working with key strategic partners and stakeholders to identify the best skill mix to deliver evidence-based care in the optimal way to improve health outcomes.

1.2 Background to Requirement

1.2.1 The specification covers the delivery of Core Surgery skills & Anatomy programme; General Surgery, Vascular Surgery and ENT skills programmes which provide systematic, structured hands-on experience in a number of index procedures for surgical trainees.

1.2.2 From August 2021, surgical training has become outcomes based. Trainees will be assessed against the fundamental capabilities required of consultants. The new curricula[1] are approved by the General Medical Council as the UK framework for surgical training.

(a) _____

1 https://www.iscp.ac.uk/iscp/curriculum-2021/

https://www.iscp.ac.uk/media/1326/core-surgical-training-curriculum-2021-minor-changes-for-august-2022.pdf

https://www.iscp.ac.uk/media/1103/general-surgery-curriculum-aug-2021-approved-oct-20v3.pdf

https://www.iscp.ac.uk/media/1113/vascular-surgery-curriculum-aug-2021-approved-oct-20.pdf

1.2.3 Surgical training is arranged into three phases, each phase having a critical progression point at its end, where evidence of acquisition of capability to a level described in the curriculum is necessary for progression to the next phase or for certification. Phase 1 is delivered during Core Surgical training. Higher surgical trainees enter Phase 2 at ST3, and Phase 3 at ST7. Times spent in each phase are indicative, 4 years for Phase 2 and 2 years for Phase 3, where the great majority of trainees will be expected to complete training. However, trainees will be able to progress faster through training if they demonstrate the necessary capability.

1.2.4 In London, there are approximately 190 core surgery trainees, 210 general surgery trainees, 50 vascular surgery trainees, and 78 ENT trainees currently in active placement.

1.2.5 The Core Surgery skills & Anatomy programme sessions are aligned to the MRCS curriculum and go beyond this to facilitate an understanding of surgical anatomy and clinically relevant physiology and pathology.

1.2.6 The General Surgery skills training is expected to be delivered from ST3 to and including ST8. The laboratory environment complements clinical training, both for technical and non-technical skills.

1.2.7 This skills training should be consultant-led involving a brief presentation followed by hands-on experience with synthetic, ex-vivo, digital and high-fidelity models on the bench to include laparoscopic, endoscopic and endovascular simulators. Cadaveric training should also be offered for those in ST7 and ST8. Emphasis is heavily placed on the practical side of skills training.

NHS England is looking for a training provider that can demonstrate their ability to deliver the following requirements:

2. Core Surgery Skills & Anatomy Programme Requirements

2.1 Expected requirements of the Core Surgery Skills & Anatomy Programme

2.1.1 For CT1s: 3 practical skills sessions per year and per subspecialty interest (T&O, Gen/Vasc, ENT) plus 6 sessions in anatomy teaching.

2.1.2 For CT2s: 6 practical skills sessions per year and per subspecialty interest (T&O, Gen/Vasc, ENT) plus 3 sessions in anatomy demonstrating.

(a) _____

https://www.iscp.ac.uk/media/1106/otolaryngology-curriculum-aug-2021-approved-oct-20.pdf

2.1.3 The Provider will deliver teaching on human anatomy of the whole body using cadaveric prosection, radiological anatomy and digital anatomy.

2.1.4 The Provider will normally ensure that all teaching dates are scheduled prior to the commencement of the programme, with a minimum of 8 weeks' notice to allow rotas / clinics to be adjusted to accommodate their absence and provided to trainees.

2.1.5 The Provider will ensure that if a session cannot take place on the scheduled date an alternative will be offered, and reasonable notice (8 weeks normally) will be given to all trainees in attendance.

2.1.6 The Provider will ensure that trainees can swap between the three triplicated sessions if, due to clinical or other personal commitments, they cannot attend on their scheduled date. This will be subject to availability and must be agreed in advance.

2.1.7 The Provider will send out personal reminders to each trainee one week prior to their scheduled training session.

2.1.8 The Provider is to monitor attendance of trainees at each session and collate reasons for non-attendance. The requirement is for all trainees to attend a minimum of 80% of all teaching sessions.

2.1.9 The Provider will ensure that detailed attendance information for each trainee, by level and region, is sent to the Commissioner and the Healthcare Education Team.

2.1.10 The Provider will ensure that after each session a structured evaluation form is completed by each trainee.

2.1.11 The Provider will ensure that faculty rates trainees after each session using appropriate formative assessment tools.

2.1.12 The Provider will pass on concerns about trainees to the Commissioner and the Healthcare Education Team.

2.1.13 The Provider's Quality Assurance Committee will review and approve the delivery of course documentation, syllabus and participant feedback and report to the Commissioner any changes that are to be implemented as a result.

2.1.14 The Provider will teach the trainees to teach, in preparation for their CT2 year as an 'Anatomy Demonstrator'.

2.2 Key Outputs of the Core Surgery Skills & Anatomy Programme

2.2.1 Delivery of a minimum of 162 hours of teaching and demonstrations delivered to a cohort of approximately 190 core surgical training doctors over a minimum of 18 sessions from October to June.

2.2.2 These hours should include: for CT1s: 3 practical skills sessions per year and per subspecialty interest (T&O, Gen/Vasc, ENT) plus 6 sessions in anatomy teaching; and for CT2s: 6 practical skills sessions per year and per subspecialty interest (T&O, Gen/Vasc, ENT) plus 3 sessions in anatomy demonstrating.

2.2.3 Monitoring of attendance of trainees at each session and reporting any non-attendance to the Commissioner and the Healthcare Education Team (trainees to attend a minimum of 80% of all sessions).

2.2.4 Reporting of trainees failing to attend two consecutive sessions to the Commissioner and the Healthcare Education Team within two weeks.

2.2.5 Providing feedback on performance of trainees to the Commissioner and the Healthcare Education Team.

2.2.6 Issuing certificates of completion of the programme to each trainee at the end of the year to be reviewed at the Annual Review of Competence Progression. (Awarded when 80% of sessions have been attended and successful completion of all required course evaluations).

2.2.7 Collating participant's course evaluation forms three times throughout the year to be presented to the Commissioner.

2.3 Key Outcomes of the Core Surgery Skills & Anatomy Programme

2.3.1 A minimum of 162 hours of teaching and demonstrations delivered to a cohort of approximately 190 core surgical training doctors over a minimum of 18 sessions from October to June.

2.3.2 Trainees attended a minimum of 80% of all teaching sessions.

2.3.3 Trainees failing to attend two consecutive sessions reported to Commissioner and the Healthcare Education Team within two weeks.

2.3.4 Trainee performance feedback provided to the Commissioner and the Healthcare Education Team.

2.3.5 All trainees, that have attended 80% of sessions and successfully complete all required course evaluations, received a certificate of completion.

2.3.6 Evaluation collated and a report provided to the Commissioner.

2.4 Key Performance Indicators of the Core Surgery Skills & Anatomy Programme

2.4.1 Evidence of all sessions being delivered to an agreed timeline.

2.4.2 Evidence of trainees attending the minimum requirement of 80% of all teaching sessions.

2.4.3 Evidence of trainees failing to attend two consecutive sessions being reported to the Commissioner within two weeks.

2.4.4 Evidence of trainee attendance and course evaluations submitted to the Commissioner by an agreed deadline.

2.4.5 Evidence of the certificates of completion of the course being sent within four weeks of the last event.

2.4.6 Evaluation report detailing common themes emerging from the annual trainee survey submitted to the Commissioner within four weeks of the last event.

3. General Surgery, Vascular Surgery and Ear, Nose & Throat (ENT) Skills Programmes Requirements

3.1 Expected requirements of the General Surgery, Vascular Surgery and ENT Skills Programmes

3.1.1 The Provider must have experience of providing high quality skills training.

3.1.2 The Provider will normally ensure that all teaching dates are scheduled prior to the commencement of the programme and with a minimum of eight weeks' notice to allow rotas / clinics to be adjusted to accommodate their absence. The dates will be provided to trainees, who will then be offered the training group which best fits their clinical commitments and level. This will be on a first-come, first-served basis.

3.1.3 The Provider will ensure that if a session cannot take place on the scheduled date an alternative will be offered, and reasonable notice (8 weeks normally) will be given to all trainees in attendance.

3.1.4 The Provider will ensure that trainees can move to alternative sessions if, due to clinical or other personal commitments, they cannot attend on their scheduled date. This will be subject to availability.

3.1.5 The Provider will set up a Board with responsibility for governance, reviewing outputs, ensuring the programme continues to be in line with the curriculum and making the required changes.

3.1.6 The Provider will ensure that they respond to a request from trainees travelling long distances to create a new group which condenses training into bi-monthly, all-day sessions. There must be a minimum of 6-8 trainees requesting this for any new session to be created for this purpose.

3.1.7 The Provider will send out personal reminders to each trainee one week prior to their scheduled training session.

3.1.8 The Provider is to monitor attendance of trainees at each session and collate reasons for non-attendance. The requirement is for all trainees to attend a minimum of 70% of all teaching sessions.

3.1.9 The Provider will provide the Commissioner and the Healthcare Education Team with regular attendance statistics by level and region. This information may be shared with Training Programme Directors (TPDs).

3.1.10 The Provider will ensure there is a faculty of consultants covering all the sessions.

3.1.11 The Provider will ensure that consultants will rate trainees after each session using procedure-specific qualitative feedback forms. This must then be sent to each hospital

trainer indicating the skills trainees have gained and areas that trainees need more practice.

3.1.12 The Provider will ensure that the minimum number of trainees in any given session is four and maximum is twenty-four. In exceptional circumstances, the Provider can form a larger group if approved by the Commissioner.

3.1.13 The Provider will ensure that after each session a structured evaluation form is completed by each trainee.

3.1.14 The Provider will conduct an annual trainee assessment and submit a report to the Commissioner and the Healthcare Education Team on the common themes emerging.

3.1.15 The Provider will identify 'trainees that are in difficulty' collaboratively with TPDs and clinical supervisors and will endeavour to provide a tailored programme or remedial sessions for those trainees. The Provider will work with the Commissioner to develop and pilot remedial sessions.

3.1.16 The Provider will produce and circulate a newsletter highlighting all developments and achievements on the programme bi-annually.

3.1.17 The Provider will organise and administer bi-annual programme board meetings, chaired by the Head of School of Surgery.

3.1.18 The Provider must undertake a course evaluation and publish relevant data.

3.1.19 The Provider will review future model development costs in order to make long term cost reductions to be reviewed at annual service meetings.

3.1.20 The Provider is expected to develop innovative surgical skills sessions as well as innovative uses of simulation (e.g., in induction).

3.2 The General Surgery Skills Programme sessions

3.2.1 The Provider will cover the following curriculum areas, and deliver a minimum of 1 session per year for General Surgery (ST3/ST4):

- Bowel anastomosis
- Inguinal and femoral hernia repair
- Stoma formation and siting
- Laparoscopic appendicectomy
- Laparoscopic cholecystectomy
- Laparoscopic suturing
- Colorectal anastomosis
- Gastro-jejunostomy, pyloroplasty and emergency UGI
- Assessments for the above

3.2.2 The Provider will cover the following curriculum areas, and deliver a minimum of 1 session per year for Breast special interest trainees (ST5/ST6 and ST7/ST8):

- Wide local excision
- Breast imaging and needle biopsy
- Wire-guided excision
- Axillary node clearance
- Sentinel lymph node biopsy
- Mastopexy reduction
- Breast reconstruction post mastectomy
- Nipple reconstruction
- Lipomodelling
- Assessments for the above
- Cadaveric sessions ST7/ST8 (at least 3 sessions per year)

3.2.3 The Provider will cover the following curriculum areas, and deliver a minimum of 1 session per year for Colorectal / Laparoscopic special interest trainees (ST5/ST6 and ST7/ST8):

- Stapled large bowel anastomosis
- Colo-anal anastomosis
- Laparoscopic suturing
- Laparoscopic rectopexy
- Pouch formation
- Laparoscopic hernias (TAPP and incisional hernia)
- Open Hartmann's procedure with stoma formation or Laparoscopic anterior
- Resection
- Haemorrhoidectomy - stapled
- Laparoscopic ileocolic anastomosis and Right hemicolectomy
- Assessments for the above
- Endoscopy Simulator training (at least 4 sessions per year)
- Cadaveric sessions/trauma ST7/ST8 (at least 3 sessions per year)

3.2.4 The Provider will cover the following curriculum areas, and deliver a minimum of 1 session per year for Upper GI / HPB / Laparoscopic special interest trainees (ST5/ST6 and ST7/ST8):

- Cholecysto-jejunostomy + choledocho-jejunostomy
- Laparoscopic gastro-jejunostomy
- Laparoscopic suturing
- Laparoscopic fundoplication
- Laparoscopic hernias (TAPP and incisional hernia)
- Oesophago-jejunal anastomosis
- Laparoscopic cholecystectomy and Common bile duct exploration
- Oesophago-gastric anastomosis
- Bariatric surgery - gastric bypass and gastric bands
- Laparoscopic choledocho-duodenostomy
- Assessments for the above
- Endoscopy Simulator training (at least 4 sessions per year)

- Cadaveric sessions/trauma ST7/ST8 (at least 3 sessions per year)

3.3 The Vascular Surgery Skills Programme sessions

3.3.1 The Provider will cover the following curriculum areas, and deliver a minimum of 1 session per year for Vascular trainees (ST4/ST5/ST6):

- Femoro-popliteal bypass
- ST2/3 Endovascular aneurysm repair workshop – 2 all day sessions
- Carotid endarterectomy
- ST5/6 Endovascular Access & Intervention Development Course – 2 all day sessions
- Femoro-peroneal anastomosis
- Abdominal aortic aneurysm repair
- Renal access surgery
- Assessments for the above
- EVAR/TEVAR endovascular simulator course
- Peripheral angioplasty course
- VNUS/LASER endovenous surgery

3.3.2 The Provider will cover the following curriculum areas, and deliver a minimum of 2 cadaveric sessions per year for ST7/ST8 level trainees:

- Approaches to the aorta
- Trauma
- Upper limb access and revascularisation
- Lower limb access and revascularisation
- Carotid and neck debranching surgery

3.4 The Ear, Nose & Throat Skills Programme sessions

3.4.1 The Provider will cover the following curriculum areas, and deliver a minimum of 9 sessions per year for ENT trainees (ST3/ST4/ST5/ST6/ST7/ST8):

- ST3 Boot Camp
- Front of Neck Access (FONA)
- Rhinology - septorhinoplasty, functional endoscopic sinus surgery, DCR'S, Frontal sinus approaches open and closed, lateral canthotomy (at least 2 sessions per year)
- Human Cadaver sessions (rhinology)
- Local skin flaps
- Bronchoscopy
- Human cadaver session (otology - mastoidectomy, posterior tympanotomy, lateral temporal bone dissection, stapedectomy, ossiculoplasty) (at least 2 sessions per year)

3.5 The Provider will consider developing other innovative sessions including Digital Applied Anatomy.

3.6 Key Outputs of the General Surgery, Vascular Surgery and ENT Skills Programmes

3.6.1 Delivery throughout the year for cadaveric sessions of a minimum of two and for non-cadaveric sessions of a minimum of 9, and one assessment session.

3.6.2 Monitoring of attendance of trainees at each session and collation of reasons for

non-attendance (trainees to attend a minimum of 70% of all sessions). Identifying trainees with repeated non-attendance and working collaboratively with TPDs and educational supervisors to offer remedial sessions.

3.6.3 Completion of structured evaluation forms by each trainee after each session.

3.6.4 Identifying 'trainees that are in difficulty' collaboratively with TPDs and clinical supervisors and
providing a tailored programme or remedial sessions.

3.6.5 Producing and circulating bi-annual newsletters highlighting all developments and achievements of the programme.

3.6.6 Conducting an annual trainee assessment.

3.6.7 Delivery of two board meetings per year.

3.7 Key Outcomes of the General Surgery, Vascular Surgery and ENT Skills Programmes

3.7.1 A minimum of two cadaveric sessions, nine non-cadaveric sessions and one assessment session delivered.

3.7.2 Trainees attended a minimum of 70% of all sessions.

3.7.3 Structured evaluation forms completed by every trainee after each session.

3.7.4 'Trainees that are in difficulty' are identified and discussed with the Commissioner and Healthcare Education Team and a tailored programme or remedial session offered.

3.7.5 Newsletter sent bi-annually.

3.7.6 Annual trainee assessment completed for all trainees on the programme.

3.7.7 Board meetings taking place twice per year.

3.8 Key Performance Indicators of the General Surgery, Vascular Surgery and ENT Skills Programmes

The Provider will monitor and report on the following areas of the programmes:

3.8..1 Evidence of all sessions being delivered to an agreed timeline.

3.8.2 Evidence of trainee attending the minimum requirement of 70% of all teaching sessions. A quarterly report of attendance, including repeated non-attendance to TPDs and educational supervisors.

3.8.3 Evidence of trainee satisfaction early identification of general themes emerging from the structured evaluation form and production of recommendations for changes to the programme.

3.8.4 A quarterly report on numbers of trainees in difficulty and remedial sessions delivered demonstrating improvement provided to the Commissioner.

3.8.5 Bi-annual newsletter produced by required time and circulated to an agreed distribution list.

3.8.6 A report quarterly detailing common themes emerging from the trainee assessment.

3.8.7 Evidence that bi-annual programme board meetings have taken place, to include agenda, minutes and actions for each meeting.

3.8.8 A quarterly collated dataset report to NHSE (dataset to be agreed with Provider)

3.8.9 The KPIs will be finalised with successful bidder following contract award.

4. Commissioner Responsibilities

4.1 Endeavour to send details of trainee placement allocation to the Provider 12 weeks prior to the start date.

4.2 Provide notification of any significant curriculum changes.

4.3 Provide comprehensive feedback and recommendations for changes to the programme within three weeks of receipt of the assessment report from the Provider.

4.4 Contract management meetings twice per year including assurance of Key Performance Indicators.

4.5 Contract review points will be established with the commissioning/contracting manager.

0. Key Terms and Conditions

5.1 Successful bidders will be awarded a contract with an end date 3 years (with up to 2 years extension).

5.2 The contract start date will be 1st April 2023.

5.3 Sub-contracting is not permitted for this contract as NHS England need to know at the time of awarding the contract that the programmes can be fully delivered.

5.4 Collaborative bids between separate organisations will be considered.

5.5 The location for the delivery of the training programme must be accessible by public transport for the majority of trainees and must be within the London Local Office boundaries (North Central and East London, North West London and South London – all within the M25, motorway surrounding London).

6. Contract Value

6.1 The total contract price for Core Surgery skills & Anatomy programme; General Surgery, Vascular Surgery and ENT skills programmes is approximately £500,000 per year for a full term of 3 years plus an option to extend by a further 2 years.

6.2 The maximum price for the three-year contract is approximately £1,500,000.

6.3 Payment and invoice details will be sent to the lead contact cited on a quarterly basis NHSE will make payment.

Part 2: Tender Submissions

1. Please describe your experience of delivering anatomy teaching in relation to the Core Surgery Training programme

Maximum narrative word Limit: 2000

Bidder to provide Word Count: 755

The Division of Surgery within the Faculty of Medicine at Imperial College London is a world leader in medical education and has an international reputation for excellence. The Division of Surgery was awarded the Queen's Anniversary Prize for Higher and Further Education in 2001. The Human Anatomy Unit (HAU), forms part of the Division of Surgery within the Department of Surgery and Cancer. The HAU holds a license for Anatomical Examination under the Human Tissue Act 2004, regulated by the Human Tissue Authority. The HAU comprises a Dissecting room, Skills Laboratory, Pathology Museum, and Seminar Room, distributed over three floors of the Laboratory Block, Charing Cross Campus. The Unit provides whole cadavers (soft preservation and formalin fixation) as well as prosections, museum specimens, imaging, and other relevant resources to deliver the range of medical education and postgraduate requirements of the College. The Unit is responsible for providing facilities and resources for anatomy, pathology, skills teaching, and assessments for the Year 6 MBBS course (approx. 700 students across Phase 1a and Phase 1b annually), as well as supporting the undergraduate medical bioscience programme (150 student intake/year), some modules on intercalated BSc streams as well as postgraduate teaching on several MSc programmes across the Faculty.

Core Surgical Training programme

Imperial College is one of the main London institutes currently partaking in the CT2 London Deanery demonstrating programme and has been involved with the CT2 programme since its inception. The College currently facilitates the training of approximately 24 CT2s each academic year. The programme introduces teaching methodology and strategy; this is delivered in one session during their induction process leading into the practical element of the training programme. The CT2s undertake 30 sessions (90hrs) of hands-on anatomy demonstrating covering the Thorax, Abdomen, Upper and Lower Limbs, Head, Neck and Spine as well as Musculoskeletal and Obstetrics and Gynaecology modules. Trainees deliver this teaching utilising cadaveric specimens (whole body and prosections), surface and living anatomy combined with relevant radiology and pathology. The CTs development is evaluated over the academic year in both cadaveric and living anatomy teaching sessions, this evaluation is carried out by academic course leads and takes place at the beginning and towards the end of the academic year. Direct performance feedback is provided to individuals and to the School of Surgery at the end of the Programme and is presented to the trainees for their portfolios along with certification of completion of the demonstrating Programme.

The HAU also delivers postgraduate cadaveric programmes contracted through the Division of Surgery for NHS England. This includes the London Postgraduate School of Surgery (LPSS), Core Surgical Anatomy (CSA) Programme (90 trainees), which runs throughout the academic year, as well as the cadaveric surgical skills training and Covid-19 recovery training programmes for all trainees in the London and Southeast training region. The HAU additionally delivers external postgraduate surgical training and healthcare professional development courses as well as supporting research projects.

Key members of our faculty have significant knowledge and experience of the Core Surgical Anatomy programme. Our faculty included active and retired surgeons with outstanding reputation and achievements like Professor Robin Williamson, Professor Saroj Das, Professor Rob Goldin, Professor Vishy Mahadevan, and Professor Giovanni Zaninotto.

Since 2017, we have been successfully delivering the Core Surgical Anatomy Programme with excellent feedback from trainees and trainers, and outstanding attendance rates. The significant involvement and experience of our faculty provides a comprehensive understanding of the current syllabus and its objectives. Over the last 5 years, we delivered more than 800 hours of core anatomy teaching with no cancellation. During the Pandemic we seamlessly moved to virtual sessions and resumed face-to-face teaching as soon the Government's restrictions allowed.

Undergraduate Teaching

The Human Anatomy Unit provides cadaveric and other educational materials to deliver anatomy teaching including the latest technologies (VR teaching, Complete Anatomy platform). Core modules include thorax, abdomen, head, neck and spine, neuroanatomy, musculoskeletal anatomy and obstetrics and gynaecology. Surface anatomy, clinical examination techniques and radiology are taught in parallel to the gross anatomy modules including a dedicated pathology course.

Postgraduate Teaching

HAU successfully delivered a varied range of basic and advance postgraduate cadaveric surgical training courses, such as: Imperial College Damage Control Course, Imperial College Healthcare, NHS trust; (ii) Imperial College London, Diploma of Head and Neck Surgery Revision Course; (iii) Royal Society of Medicine, MRCS Part B Revision Course and (iv) Imperial Healthcare Trust, Diagnostic Histopathology of Breast Disease Course. In addition, the Human Anatomy Unit provides resources to support innovation and training such as the UK's first robotic cadaveric training course.

2. Please describe your experience of delivering Core Surgery Skills teaching
Maximum narrative word Limit: 2000

Bidder to provide Word Count: 409

The Department of Surgery and Cancer has been at the forefront of surgical skills training and innovation. Since the introduction of laparoscopic surgery, the Clinical Skills Unit at St. Mary's Hospital has been delivering undergraduate and postgraduate surgical training courses to a diverse and increasing number of trainees. The Division of Surgery is an international leader in research on the assessment and improvement of surgical technical skills with a particular emphasis on laparoscopic skills. A distinguished team of scientists and clinical educators have tirelessly been working together to develop structured simulation-based training curricula and innovative robust assessment methods to measure skills acquisition and monitor progress, such as hand-motion analysis (Imperial College Surgical Assessment Device) and near-infrared spectroscopy (NIRS), and Observational Human Reliability Assessment (OCHRA). In recognition of these developments, the Division under the leadership of Professor the Lord of Denham Darzi was awarded the Queens Anniversary Prize 2001.
Our facilities include the world's first simulated endovascular suite, a simulated patient ward for team training, and a simulated operating suite. We also have an in-house lab to produce synthetic surgical simulators. A dedicated team of clinical and non-clinical staff have been developing, delivering, and assessing a range of structured courses.

Since 2017 the Division of Surgery, Imperial College London, has been an accredited Academic Educational Institute (AEI) for the American College of Surgeons – the *only* institute to be awarded this prestigious title in the UK, and one of only a few outside of North America. Compliance reports are completed and met annually, and a comprehensive reaccreditation was achieved in 2022 to last the next 5 years.

Currently, core surgical trainees attend skills workshops at our Skills Unit twice monthly for the last two years. These workshops were initiated in 2021 to mitigate the effects of the COVID-19 pandemic sessions, and they have evolved to meet the growing and changing needs of core trainees. Our experienced faculty members designed and delivered 42 hours (14 sessions) of targeted skills teaching covering index procedures. The topics covered included hand-sewn small bowel anastomosis, stapled colorectal anastomosis, laparoscopic appendicectomy, laparoscopic cholecystectomy, open inguinal hernia repair, open gastrojejunostomy, abdominal aortic aneurysm repair and femoral popliteal bypass. Trainees are organised in small groups and the teaching includes a theoretical and practical session. Faculty members are active NHS surgeons with an interest in surgical education. The feedback from both trainees and trainers is exceedingly positive, and there have been several requests to ensure the continuity of these sessions.

3. Please describe your experience of delivering General Surgery Skills Simulation training including open surgery, laparoscopic and endoscopy training

Maximum narrative word Limit: 2000

Bidder to provide Word Count: 585

Imperial College London has been successfully providing tailored simulation-based training to surgical trainees for over 15 years under the expert direction of Professor George Hanna and the coordinated efforts of the Head of the Schools of Surgery and the regional Training Programme Directors (TPDs). During this period, we applied an iterative approach for programme evaluation and development. The Programme has evolved over the years with more than 200 surgical trainees receiving monthly practical skills sessions on both open and laparoscopic procedures, as well as endovascular and endoscopic sessions, with the addition of two state-of-the-art simulators. It is the first Programme of its kind in Europe to integrate laboratory-based simulated training for higher surgical trainees into clinical practice for key index procedures (list of sessions available on request). From its conception, the Programme was developed to provide systematic, structured, hands-on experience considering reduced working hours, patient safety ethico-legal issues, and a trend towards increasing specialisation. The Training Programme is led by eminent surgical consultants and is based on a strong educational framework and competency assessment methodology.

The Programme has been designed to match the trainees' stage in clinical practice and it is tailored to their level and subspecialty. The integration of centralised, structured laboratory training with surgical training allows skills acquisition within an environment that does not compromise patient safety and avoids the wasting of resources. This approach results in improved patient safety and meets public expectations on medical care. Over the last 15 years, we successfully delivered more than 1,500 (4,500 hours) training and assessment sessions with 99.9% cancellation rate; and 100% of those sessions were consultant-led.

We have a large faculty of consultant trainers (>170), which includes both NHS and preeminent retired consultants who volunteer to teach on our Programme, as a result of the reputation that it gained over the years. Our faculty also includes radiologists who teach alongside our surgeons, when a multidisciplinary team is required for the successful

delivery of sessions (e.g., during breast and vascular sessions). For full-team immersive simulation, we use simulated patients (trained actors). We have dedicated leads for each subspecialty (Core, Breast, Vascular, Colorectal, UGI, ENT and Transplant).

In the training year 2021/2022, 70% of our ST3-ST6 trainees across all sectors achieved more than 70% attendance, as a result of close monitoring and communication with the relevant Trusts and clinical supervisors. In addition, out-of-programme (OOP) trainees are invited twice a year for a return to practice workshop organised and delivered by Professor Hanna. The trainees highly value these workshops as they have the opportunity to hone their skills and rebuild their confidence before resuming their duties after a prolonged period away from a clinical environment.

We apply an iterative session evaluation process and amend the content and models used during the teaching sessions on an annual basis to match the ISCP syllabus, as well as based on feedback from trainees and the Governance Board. For this reason, we can follow-up trainees and offer tailored individual training sessions, as well as group workshops for trainees who are out of programme for maternity, educational leave, or illness. Our purpose-built lab and equipment are accessible to trainees whenever they need to practise outside the teaching hours. We have the unique opportunity within our Team of an in-house model developer who designs and produces bespoke models to cover the training needs. The success of the Programme is illustrated by frequent requests to visit from other leading educational establishments around the globe who are attempting to set-up their own surgical training programmes.

4. Please describe your experience of delivering Cadaveric training in relation to the General Surgery, Vascular Surgery and ENT Training programmes

Maximum narrative word Limit: 2000

Bidder to provide Word Count: 458

The Human Anatomy Unit (HAU) is a highly sought-after centre for organising and delivering postgraduate courses. The facilities include: (i) Dissecting Room: a large, multi-configurable space. Fully equipped audio-visual and IT facilities. It houses a large collection of anatomical specimens and teaching aids (capacity of 100 people); (ii) Anatomy Skills Laboratory: a large, multi-configurable space, including clinical cubicle configuration fully equipped with audio-visual and IT facilities (capacity of 100 people); (iii) Pathology Museum that houses over 2000 specimens arranged by organ systems. It has a seminar room and it is equipped with data projection and microscope facilities (capacity of 35 surgeons); (iv) The Unit also houses an embalming suite, storage, and locker facilities. Over the last 20 years, the HAU successfully delivered a varied range of basic and advance postgraduate cadaveric surgical training courses, such as:

(i) Imperial College Damage Control Course, Imperial College Healthcare, NHS trust; (ii) Imperial College London, Diploma of Head and Neck Surgery Revision Course; (iii) Royal Society of Medicine, MRCS Part B Revision Course and (iv) Imperial Healthcare Trust, Diagnostic Histopathology of Breast Disease Course. In addition, the Human Anatomy Unit provides resources to support innovation and training such as the UK's first robotic cadaveric training course.

As of 2017, our Team organised annual cadaveric workshops targeting general surgical, transplant, vascular, and ENT trainees. Up to the present time, we delivered 12 successions of six-hour workshops, initially targeting ST5 and ST6 trainees, and as of 2021/2022 included ST7 and ST8 trainees. A large faculty of trainers are involved in delivering these cadaveric workshops. These hugely successful cadaveric sessions focus

on complex UGI, vascular, transplant, breast, colorectal, and ENT procedures with an emphasis on trauma. An indicative list of procedures can be found below:

- Neck dissection, carotid/subclavian exposure, X-over bypass, Chest/abdomen: aortic repair, visceral rotation, tunnelling
- Perforated peptic ulcer, bleeding duodenal ulcer, small bowel obstruction (with resection) and large bowel obstruction (right hemicolectomy, sigmoid colectomy with end colostomy).
- Splenectomy, liver trauma
- Rhinology, Septorhinoplasty, functional endoscopic sinus surgery, DCR'S, Frontal sinus approaches open and closed, lateral canthotomy
- Mammoplasty procedures

These workshops are well-attended and highly rated, "**More sessions like these. Great faculty, great equipment. Extremely useful."** "**A really fantastic session with great faculty. Thank you very much**!" During the sessions, where numbers allow, we invite CT and junior surgical trainees to be mentored by the most senior trainees. This is highly valued by the junior trainees, **"Being on a cadaver with a senior post-ST8/CCT trainer was a fantastic opportunity. One-on-one exposure to the Professors was also a great resource."** It is important to note that during the pandemic, donor numbers across the UK significantly decreased, and yet, our Unit was able to embalm an adequate number of donors and to seamlessly deliver the training workshops.

5. Please describe your experience of delivering Vascular Surgery Skills Simulation training including open surgery, endovascular/endovenous intervention

Maximum narrative word Limit: 2000

Bidder to provide Word Count: 640

The London General Surgical Skills Programme was conceptualised and piloted in 2006 and formally established in 2008. During the pilot and main phases of the Programme vascular surgery has been consistently taught alongside general surgery. Vascular trainees receive monthly teaching as well as bespoke vascular and endovascular workshops with the active involvement of vascular TPDs and distinguished vascular consultants leading the organisation and delivery of these sessions.

To this date, we have delivered 24 endovascular workshops, covering EVAR, FEVAR, TEVAR, lower limb interventions, and venous/endovenous interventions. Other vascular procedures covered include basic vascular anastomosis, femoral popliteal bypass, abdominal aortic aneurysm repair, carotid endarterectomy, renal access surgery, and femoral distal anastomosis. The endovascular workshops are highly popular, and they attract a great number of trainees and industry partners with excellent feedback from all key stakeholders. Indicative topics covered during the all-day vascular workshops delivered annually at our Unit are listed below:

The Venous Workshop

Lectures

- Laser Safety Certification
- Ultrasound assessment of the patient with varicose veins
- Thermal ablation (Radiofrequency Ablation / EVLA)
- Non-thermal ablation (CAG / MOCA) –
- Current trial evidence regarding safety, effectiveness and durability for varicose vein therapies
- Diagnosis, imaging and treatment of Pelvic Venous Incompetence

- Management of deep venous disease for post thrombotic syndrome

Workshops

(30-minute duration with a maximum of 4 trainees per station – Thermal (NeoV Laser and VNUS Closurefast) and Non-Thermal Stations (Venaseal/ClariVein) will rotate at 15 minutes.

- Station A: Ultrasound for endovenous surgery
- Station B: Intervention for chronic deep venous obstruction
- Station C: Management of acute proximal DVT
- Station D: Non-thermal endovenous ablation
- Station E: Thermal endovenous ablation

The Endovascular Aortic Repair (EVAR) Workshop

Lectures

- How we perform elective EVAR
- How we perform emergency REVAR
- The impact of the NICE management guidelines on training and patient care

Workshops

- Rotation A GORE C3 Excluder Simbionix Simulator

Focus: Basic deployment technique using Simbionix simulator working in pairs / highlight reposition ability / discuss supra renal versus non -supra renal fixation

- Rotation B EVAR planning and trouble-shooting - case based discussions (supported by TeraRecon) + COOK Alpha deployment

Focus: EVAR planning – one simple case / one challenging case using 3Mensio or Terarecon

Characteristics of COOK Alpha device / Deployment steps / 2 trainees to deploy 1 device

- Rotation C MEDTRONIC Endurant Simbionix Simulator

Focus: Medtronic Endurant II characteristics including flared iliac limbs / deployment on Simbionix working in pairs

- Rotation D Cardinal Health CORDIS Incraft Mentice Simulator in ORCAMP + Team Work for REVAR + Implementing an Endovascular Checklist

Focus: EVAR checklist / Radiation Safety / REVAR simulation / Deploy Incraft device using Mentice Simulator

- Rotation E LOMBARD Altura stent graft characteristics and deployment plus ABBOTT Proglide closure device

Focus: patient selection for PEVAR / bail outs for PEVAR failure / Proglide deployment technique

Altura device characteristics / Altura deployment 1 device with all 4 working together

The Lower Limb Interventions workshop

Lectures

- How to access and Basic tools for interventions (15 minutes – 5 minutes Q&A)
- Patient preparation including pre, during and post procedural medications for Lower limb endovascular procedures (15 minutes – 5 minutes Q&A)
- Crossing algorithm for Femoral lesions (15 minutes – 5 minutes Q&A)
- Crossing algorithm for BTK and BTA lesions (15 minutes – 5 minutes Q&A)
- Closure devices types and how to use them (15 minutes – 5 minutes Q&A)

Workshops

- Penumbra Station: Emphasis in Thromboaspiration and peripheral portfolio Including Coils
- COOK Medical station: Emphasis in Stent deployment and balloon use, catheters and peripheral portfolio
- BOSTON scientific station: Emphasis in Atherectomy balloons and stents and peripheral portfolio
- Phillips stations: emphasis in IVUS imaging re-entry devices and Atherectomy and peripheral portfolio

- CORDIS stations: emphasis in Re-entry devices and closure devices and peripheral portfolio
- ABBOTT station: Emphasis in Supera deployment and closure devices and peripheral portfolio

These workshops attract a number of leading industry representatives and sponsors, such as MEDTRONIC, Merit Medical Systems, Fujifilm SONOSITE, Boston Scientific VENITI, Phillips VOLCANO, FrontMed.

6. Please describe your experience of delivering ENT Surgery Skills Simulation training

Maximum narrative word Limit: 2000

Bidder to provide Word Count: 312

For more than l0 years, we have been working closely with the ENT training programme directors, dedicated fellows, and other leading consultants to deliver ENT sessions that cover a range of ear, head, and neck procedures. The sessions are well-attended and have become an integral part of the clinical pathway for ENT trainees. The ENT programme was initiated and led by Professor Neil Tolley alongside the co-ordinated efforts of the Programme Director, Professor George Hanna, the Head of School of Surgery, the late Professor Nigel Standfield, dedicated ENT consultants, and fellows who closely worked with the Skills Team.

During the sessions, a diverse group of trainees attend ranging from level ST3 to ST8. Procedures covered include bronchoscopy, rhinology, local skin flaps, front of neck access surgery, and endoscopic ear surgery. Each session is well-equipped with the latest technology, including endoscopic simulators and synthetic or non-live animal models are used.

A very popular workshop is our 2-day ST3 Trainee Bootcamp, which engages an excellent team of clinical and non-clinical staff as well as leading industry representatives. The programme covers lectures on ENT emergencies and Difficult communications scenarios and several practical skills stations where trainees resume the role of the performer/operator or the observer before they swap roles. Specifically, these stations include:

Station 1: Non-operative technical and leadership skills

Station 2: Simulated Ward Round

Station 3: Airway

Station 4: Bronchoscopy

Station 5: Management of the bleeding tonsil and adenoid bed

Station 6: Otological emergencies (lecture based)

Station 7: Rhinology Station

Station 8: Temporal Bone Simulator

Each station is followed by a de-briefing session. The ENT sessions and workshops deliver this far are highly rated by the trainees and the trainers and have evolved over time to maximise the educational benefit for the trainees.

Future topics currently being piloted for addition to the curriculum are endoscopic ear surgery, sinus surgery, and a laser safety workshop.

7. Please describe your proposed annual programme of anatomy, cadaveric and surgical skills teaching including potential venues and teaching personnel

Maximum Narrative Word Limit: 1000

Bidder to provide Word Count: 999

I. Anatomy

Venue

The *Core Surgical Anatomy Programme* will be held at the Human Anatomy Unit, Charing Cross Campus. The Unit provides word-class multipurpose facilities and equipment. **Faculty**

Our faculty includes (i) a dedicated academic anatomy team that leads the anatomy curriculum delivery; (ii) practicing surgeons; (iii) retired professors and senior consultant surgeons (iv) radiologists who provide medical imaging teaching and anatomy teaching; (v) pathologists for teaching pathophysiology and traditional pathology with the facilities in the pathology museum; (vi) a clinical educator who delivers Train the Trainer sessions (vii) dedicated administrative and technical staff.

Proposed Programme

The programme will be aligned to the MRCS curriculum and will follow the requirements of the Core Surgical Training programme and Anatomical Society's 'Core Regional Anatomy Syllabus.' The teaching will commence with an overview of relevant legislation covering Health and Safety and the Human Tissue Act code of practices. The programme will include 21 sessions delivering around 180 teaching hours.

Topics to be covered are surgically relevant embryology, fertilisation, organogenesis and foetal development and the anatomy of the thorax, abdomen, pelvis and perineum, head, neck, and spine, musculoskeletal and neuroanatomy. Each session will involve three components (stations):

- Anatomy: cadaveric dissection, prosections and other teaching aids
- Operative Anatomy and Pathology: laparoscopic, endoscopic, radiological and tailor-made pre-recorded materials - clinical scenarios
- Pathophysiology and Imaging: small group teaching with interactive discussions - clinical scenarios.

A Trainer the Trainer session will be offered at the start and end of the Programme with a focus on preparing trainees for demonstrating roles. Assessment and feedback sessions will be integrated into the Programme throughout the year.

The delivery of the sessions will be scheduled to ensure minimal impact on clinical commitments. The yearly timetable will be sent to the trainees prior to the commencement of the Programme, and they will receive a minimum of 8-weeks' notice and a reminder email one week before their scheduled training session. An online booking system will be in place to allow for last-minute changes and booking cancellations. Sessions will be triplicated to ensure maximum attendance (> 80%), and where sessions need to be rescheduled, trainees will be given at least 8-weeks' notice.

II. Cadaveric and Surgical Skills

Venue

St Mary's Skills Unit is fully equipped with state-of-the art laparoscopic trainers, endoscopic simulators, a preparation room and lecture rooms with web access to the operating theatres at St. Mary's Hospital. Cadaveric skills training will be delivered at the Human Anatomy Unit.

Faculty

Our faculty includes >170 consultant trainers (practicing and distinguished retired senior surgeons).

Proposed Programme

CT1 trainees will receive surgical skills teaching in the skills lab 3 times a year across the different subspecialties (T&O, General, Vascular and ENT) plus 6 sessions in anatomy teaching. CT2 trainees will receive 6 practical skills sessions per year across the different subspecialties (T&O, General, Vascular and ENT) and they will undertake 3 sessions in anatomy demonstrating. The practical sessions will be aligned with the anatomy teaching where possible to maximise information retention. CT1 and CT2 trainees will be expected to attend at least 80% of the practical surgical skills and demonstrating sessions.

ST3-ST6 trainees will attend a four-year Programme monthly. Generic technical skills and all index procedures, as outlined by the ISCP syllabus, in open and laparoscopic surgery will be covered. Technical skills will be categorised to match the level and subspecialty of the trainee, to maximise the transfer of skills between laboratory training and clinical practice. Each trainee will be expected to attend 9 teaching and 1 assessment session per year to cover the component skills. Each session will be attended by a maximum of 12 trainees (but where the trainer/trainee ratio allows a maximum of 24 will be allowed). The training sessions will be delivered in the mornings from 09.00-12.00. All-day sessions will be offered for trainees with a long commute.

ST7 and ST8 will receive skills training with the delivery of four 6-hour cadaveric workshops in the HAU. These sessions will include a short presentation with videos of difficult cases and will be followed by a practical skills session in the Dissection Room. Procedures to be covered will be advanced trauma procedures for UGI/HPB and colorectal trainees and oncoplastic procedures for Breast trainees. Vascular sessions will cover trauma procedures, approaches to aorta, upper limb access and revascularisation, lower limb access and revascularisation, and carotid and neck debranching surgery. ENT cadaveric sessions will cover advanced otology and rhinology procedures.

Trusts will be informed about each trainee's participation in advance to minimise disruption to clinical services. Where possible, the weekday on which the training session will be delivered will advance by one day each month, to ensure that a trainee's absence from their hospital is uniformly spread throughout the week over the year. This will allow trainees to reach a minimum of 70% attendance (including the assessment). Trainees will receive an invitation and a yearly timetable (based on their preferred date) before the start of each training year, and a personal reminder a week before their scheduled session. The training will be consultant-led with the assistance of senior trainees (ST7/8), where appropriate, and will involve a short presentation and hands-on experience with synthetic, non-live animal, and hybrid models on the bench and laparoscopic box-trainers. Highly sophisticated endoscopic simulators will also be used to meet the educational objectives of the relevant sessions.

At the end of each session trainees will be given oral and written feedback by the trainer/s. Feedback reports will be sent to trainee clinical supervisors immediately after each session emphasising skills gained and areas where more practice is needed. Tailored one-to-one sessions will be provided to trainees in difficulty by experienced consultants in collaboration with their clinical supervisors and NHSE. Two all-day workshops will be offered to out of programme (OOP) trainees. These workshops will target key skills and

procedures, open and laparoscopic, to allow trainees to hone their skills and alleviate anxiety following a prolonged absence from clinical duties.

Updates and reports on attendance and trainee evaluation will be provided to the Commissioner.

8. Please describe the formative assessment tools you will use to rate the trainees' performance in relation to the Core Surgery, General Surgery, Vascular Surgery and ENT Training programmes

Maximum Narrative Word Limit: 500

Bidder to provide Word Count: 499

Formative assessment tools will be used to monitor and improve performance.

Surgical skills evaluation

Trainees will be evaluated during each skills session by the consultant trainer using procedure-specific criteria. The evaluation form will allow the trainer to observe trainee performance and to provide written qualitative feedback covering an overall evaluation of how well a trainee performed during the session, areas that need to be revisited, and suggestions for improvement. The form will also provide a descriptive and numeric evaluation ranging from 1 (*Novice: Lacks procedure-specific and anatomical knowledge; basic technical skills are being developed.) to 4 (Proficient: Consistently demonstrates procedure-specific and anatomical knowledge and adapts skills in the context of the procedure.).* This format will be aligned to the trainees' workplace-based assessments. Feedback will be sent to trainees, their clinical supervisors and TPDs to provide further tailored training opportunities where needed.

2. Trainees will be evaluated at the end of each training year using objective, structured observational criteria. Trainees will be assessed on three procedures during a 4-hour session. Their performance will be rated by two consultant trainers with the aim of providing a summative score (Satisfactory/Unsatisfactory), peer comparison scores, and detailed feedback on areas that need improvement. Trainees, their clinical supervisors, and their TPDs will receive a detailed report including a percentile score and a breakdown of their scores across the different tasks and steps of the assessed procedure. Trainees in difficulty and those who fail the assessment will be offered one-to-one tailored skills sessions with a before-and-after evaluation. Progress will be tracked during the training year to document any potential difficulties that need to be addressed.

Anatomy knowledge evaluation

1. Online assessment. Trainees will be assessed via an online tool (on iPads), which will provide direct feedback, quantitative and qualitative, and a peer comparison score. The main test will be knowledge-based, and items will relate to the objectives and learning outcomes for each topic. Questions will be multiple choice based. In addition, at the end of the training year, trainees will be asked to complete an assessment session, which will cover anatomical knowledge, imaging, clinical and operative surface anatomy, pathology and pathophysiology. Trainee performance details and outcomes will be directed onto the corresponding hospital/programme lead and the Commissioner.

2. Peer demonstration. Trainees will be asked to deliver short demonstrations to their peers; the main modules will be anatomy of the thorax, abdomen, upper limb, lower limb, pelvis and perineum, head, neck and spine, and neuroanatomy. Trainees will be asked to cover important clinical and surgical surface anatomy, utilising cadaveric material, imaging, and other teaching aids. They will receive feedback on their demonstration by

their peers using the mini-Structured Training the Trainer Assessment Report (mini-STTAR; 7-point Likert scale), which is an adaptation of a well-validated trainer assessment tool and covers trainer-specific characteristics and attributes allocated into different aspects of training quality. Trainees will also be asked to complete the mini-STTAR after the *Train the Trainer* course simulated scenario activities, and they will obtain feedback by expert trainers.

9. Please describe how you will evaluate the Core Surgery, General Surgery, Vascular Surgery and ENT Training programmes

Maximum Narrative Word Limit: 500

Bidder to provide Word Count: 457

A Board chaired by the Head of School of Surgery will be set up from the onset with governance responsibilities, and to regularly review the outputs to ensure that the specifications for each programme are met.

Evaluation of the four programmes

Session evaluation. Trainee opinion and acceptability of each Programme will be evaluated through a structured questionnaire completed by the trainees at the end of each session. Questions will relate to the organisation of the session, the effectiveness of the teaching method and the tutors, the materials/models, and session duration and level of difficulty. Responses will be scored on a 5-point Likert scale. Open-ended questions will also be included to allow trainees to provide qualitative feedback.

Annual Programme evaluation. At the completion of the training year, all trainees will be asked to complete a detailed survey questionnaire comprising open- and close-ended questions. The questionnaire will explore issues relating to the perceived benefits of the Programmes, views on the structure, organisation and evaluation, factors affecting attendance, suitability of the faculty, comments on the curriculum, and suggestions for future modifications and adjustments. For skills teaching, feedback will also focus on suggestions for changes to the format or content of the course, and perceived impact on trainees' clinical performance.

Bi-annual Skills Team Management Meeting. Twice a year, once half-way through the year and at the end of each year, a Governance Board chaired by the Head of School of Surgery and all regional TPDs will review the curriculums, trainee assessment, and survey results, and along with the Programmes Team, they will consider or propose future developments and amendments.

Independent evaluation. A research consultancy group will be commissioned at the end of Year 1 to undertake an independent evaluation of each programme by carrying out focus group discussions and individual interviews with trainees and trainers. The aim of this review will be to identify strengths and difficulties of the programmes to make the necessary adaptations and improvements.

Attendance. Trainee attendance levels (>80% for core and >70% for senior trainees, respectively) achieved per year will also be used as a proxy of programme evaluation, as this information will provide support for the successful organisation and implementation of the Programmes. Failure to attend two consecutive sessions will be brought to the attention of the Commissioner and the Healthcare Education Team within two weeks. Trainees who achieve the required attendance levels AND *successfully* completed all required course evaluations will receive a Certificate of Programme Completion.

Expert trainer evaluation. At the end of each training year, all trainers will be asked to provide feedback on the content, organisation, and structure of the programmes via a brief survey questionnaire.

The Commissioner will receive reports of themes that will emerge from the evaluation activities at agreed intervals.

10. Please provide a roadmap of potential programme developments and innovations that will be undertaken over the next three years and beyond in relation to the Core Surgery, General Surgery, Vascular Surgery and ENT Training programmes

Maximum Narrative Word Limit: 1000

Bidder to provide Word Count: 757

Core Surgical Anatomy Programme Developments and Innovations

I. CORE SURGICAL ANATOMY *ASSESSMENT TOOL* – YEARS 1-2

Goal: Development and introduction of an online self-assessment tool to offer trainees direct real-time feedback and encourage self-directed learning.

Action: To design the website and online platform, generate a question bank, organise the content, and launch the on-line tool.

Priorities: Organise the faculty to produce relevant content.

II. IMAGING TECHNOLOGY AND TECHNIQUES - YEARS 1-3

Goal: Provision of relevant cross-section imaging.

Action: To provide relevant imaging teaching parallel to anatomy programme. Cover diagnostic and interventional radiology in conjunction with hands-on ultrasound anatomy to provide an overview of the fundamental principles of various imaging modalities and their applications as well as providing experience of common imaging investigations and diagnoses.

Priorities: Collate teaching materials.

. OPERATIVE ANATOMY - YEARS 2 & 3

Goal: Provision of videos of operative anatomy.

Action: To introduce surgical anatomy and pathology seen in common operative procedures. This will cover laparoscopic, endoscopic and open surgical techniques, outlining the anatomy, pathology and technical details of common surgical interventions including operative safeguards and potential oversights. This will lead to a natural follow-up to senior surgical training and introduction into the Surgical Skills Programme.

Priorities: We have started the collation of laparoscopic materials.

. DIGITAL APPLIED ANATOMY - YEAR 3

Goal: Provision of interactive anatomical imaging resources

Action: Introduction of digital anatomy systems to provide interactive and hands-on learning to integrate with cadaveric dissection and surface anatomy teaching. Utilisation of 3D clinical and medical imaging systems (Anatomage table and iPad resources) to provide interactive anatomical and radiological resources, which will be integrated into the programme where appropriate.

Priorities: Collation of equipment and resources. A digital library will be developed in conjunction with Imperial surgeons, detailing common surgical procedures, which will be used as part of the teaching framework and as an online resource. The Unit has recently acquired the latest Anatomage table.

Surgical Skills Programmes Developments

The ramifications of the COVID-19 pandemic were wide-ranging and have also impacted postgraduate surgical training: recruitment, assessment, and progression. Our programmes adapted to the demands of the post-pandemic era to meet the changing needs of the trainees. Imperial College London is at the forefront of technology and innovation with world-leading research and our goal over the next 3 years is to digitalise key aspects of our programme delivery to future-proof and to diversify our service provision. These changes will mainly focus on remote learning and assessment. Specifically, in Year 1 we aim to expand our portfolio of assessment tools by applying an iterative approach in the development and validation of these tools. In parallel, we will invest in portable synthetic simulators with in-built technology that will allow the provision, monitoring and assessment of remote learning opportunities. Our long-term vision (> 3 years) is to incorporate elements of Artificial Intelligence (AI) to streamline and standardise skills assessment and monitoring.

I. EDUCATIONAL INTERVENTIONS – YEARS 1-3

- Goal: Apply the principles of Observational Clinical Human Reliability Analysis (OCHRA) to encourage introspective performance monitoring and reflection based on events rather than steps to accelerate learning curve and improve technical performance.

- Action: Select a commonly performed laparoscopic procedure, such as laparoscopic cholecystectomy. Set up an online interactive platform with sample annotated videos. Ask trainees to upload and rate their own videos every two months using an online reflective tool developed based on the principles of OCHRA.

- Priorities: We will focus on laparoscopic cholecystectomy in the first instance, as it is a commonly performed procedure and this will allow access to full clinical videos. The data will also be used to inform AI assessment platforms.

II. TRAIN THE ASSESSOR MODULE DEVELOPMENT – YEARS 1 - 3

- Goal: Develop, validate, and apply a Train the Assessor module for simulation-based surgical skills assessment

- Action: Utilise a multi-method approach with the involvement of key stakeholders to develop a systematic online tool for training surgical skills assessors

- Priorities: Utilise our long experience of developing surgical skills assessment tools and simulation-based assessment to inform the development and validation of the proposed training module.

I. SET PERFORMANCE BENCHMARK CRITERIA– YEARS 1 - 2

- Goal: Set performance benchmarks across each trainee level and to compare these with clinical performance.

- Action: Apply advanced statistical analyses to the extant data to set performance benchmarks across each trainee level and to compare these with clinical performance.

- Priorities: Focus on current data; Our Skills Programme is placed in a unique position as we have been systematically collecting data on trainee simulation-based performance over the last 10 years.

11. Please describe your plans for publishing any data that results from the teaching activity of the 4 programmes

Maximum Narrative Word Limit: 500

Bidder to provide Word Count: 294

Research activities will run throughout the four programmes to monitor and evaluate the delivery of the various educational activities. We aim to publish our work in journals

predicated to medical and surgical education, as well as disseminate our activities and outcomes to key stakeholder organisations and public engagement events.

A newsletter will be published twice a year to highlight developments and achievements of the programmes, to present data on attendance and themes that emerge from trainee performance during the assessment. Programme updates and highlights will also be published on social media sites, such as Twitter, and the Imperial College Website, which attracts a very large number of viewers daily. Information on the training methodology, content, and assessment of trainees will be published to provide a platform for further discussion and engagement of interested parties.

It is anticipated that the four programmes will generate a rich source of data, which will be disseminated in both scientific and lay publications. Four key research streams will run alongside the teaching activities of the programmes:

1. Research Stream 1: Simulation Training Quality Assurance and Innovation Framework
2. Research Stream 2: Learning Curve & Competency-Based Simulation Training
3. Research Stream 3: Simulator Validation for Skills Training and Assessment
4. Research Stream 4: Educational Interventions for Improving Trainee Performance (e.g., human factors approach to training, metacognitive enhancement of learning)

Emphasis will be placed on the collection of data resulting from the research streams that link simulation-based and clinical performance. All data from the activities enlisted above will be analysed, reviewed, and reported in scientific and lay publications with the help of a dedicated research fellow.

The Commissioner will be updated at agreed intervals about any new research outcomes and outputs and will receive detailed reports on attendance and evaluation data.

12. How will you consider equality and diversity in the provision and operation of services? **Maximum Narrative Word Limit: 500**
Bidder to provide Word Count: 393 The core management and delivery team of the four programmes is diverse in ethnicity and gender (2 males and 6 females). The team is housed in the Department of Surgery and Cancer that holds a Silver Athena Swan Award with a dedicated committee for Culture and Engagement. For the current CSA cohort, there are 39 female (40.6%) and 57 male (59.4%) trainees, and of the currently attending cohort of 164 ST3-ST6 trainees 73 are female (45%) and 91 male (55%); Including the 10 females currently on parental leave, the female trainee representation increases to 48%. Of the actively participating faculty of 170 consultants for ST3-ST6 training, 28 are female (16%) and 142 male (84%). Those figures reflect the gender demographics of UK consultants (BMJ, 2020) https://bmjopen.bmj.com/content/12/2/e055516. Gender representation trend between 2011 and 2020 showed that the proportion of female registrars has risen from 25.3% (1550/6120) to 34.2% (2230/6525) and female consultants from 10.6% (795/7505) to **16.1%** (1680/10 480).

To enhance gender and ethnic diversity for trainers, we will target those in ST7 and ST8 levels to recruit and mentor them in the associated trainer scheme to develop their skills and give them the experience required to continue after their consultant appointment. For instance, we will aim to increase the female proportion of trainers to 25% within the next period of the programme.

The proposed programmes will embed EDI principles into its management, leadership, research, and structure, and will be closely aligned with the EDI strategy of Imperial NIHR Biomedical Research Centre BRC, applying processes that are measurable, equitable, proactive, and reflective to widen access to healthcare and improve inclusiveness.

We will systematically consider diversity in stakeholder interviews and training initiatives. In the design and delivery of training, we will recognise and involve neurodiverse trainees, and we will actively consider trainees' needs and backgrounds, such as Out of Programme trainees and those on maternity/paternity leave, and cultural diversity. The programme team will report on EDI in steering and advisory committee meetings as a standing agenda item. In our structure, EDI will be the responsibility of the Programme Director reporting to the Advisory/Governance boards. We will collect data on EDI and present these during our management meetings and steering committees. For recruitment, we will also employ an active search policy to seek out high quality individuals from underrepresented backgrounds to encourage the broadest possible applications.

Part 3: Project Clarification Questions and Answer

3.1

Question 1 - Please can you provide further detail regarding the proposed venues for training and the number of trainees you are able to accommodate. We need to have a specific assurance that you will be able to accommodate all the trainees from the respective programmes.

I. Anatomy

Anatomy Teaching and Demonstration

Imperial College London is one of the largest institutions in the UK with access to multiple sites, purpose-built lab spaces and lecture rooms. Anatomy teaching and demonstration will be delivered at the Human Anatomy Unit, Charing Cross where we currently deliver teaching for the Core Surgical Anatomy Programme (CSA). The Dissecting Room and Clinical Anatomy Skills Lab can hold 100 people in each and the Pathology Museum 40. We can admit a maximum of 45 students in each CSA session to allow for a better educational experience, as the space and timetable permits to triplicate the sessions to aid and maximise trainee attendance. The sessions will take place from October to June and can accommodate the whole cohort of 190 CT trainees for both teaching and demonstration. Anatomy demonstration is organised by the Faculty to work alongside the Undergraduate (UG) curriculum timetable (approximately 1117 hours of UG anatomy teaching). The HAU can accommodate more than 1000 students across all UG and postgraduate programmes. We have protected space and time within the curriculum with the support of the Faculty of Medicine to ensure that we can deliver the required number of sessions for anatomy teaching.

Cadaveric Skills Teaching

Cadaveric skills training for senior surgical trainees is also delivered at the Human Anatomy Unit. The didactic part is delivered in the Pathology Museum (maximum capacity 40) or the Clinical Anatomy Skills Lab (CASL max capacity 100), and the practical part is delivered in the Dissecting Room (DR; maximum capacity 90). In the DR we can accommodate 8 donor stations and we are able to deliver four cadaveric workshops. The cadaveric skills sessions are aimed at ST7 and ST8 general surgery, vascular and ENT trainees who will be invited to four 6-hour sessions each year. ST5 and ST6 trainees will be invited to attend one cadaveric session as part of the 9 skills sessions they receive per year. Each cadaveric session will accommodate a maximum of 24 trainees (3 trainees per station) and will cover three procedures to allow all trainees to rotate and take the place of the main operating surgeon.

II. Surgical Skills

St Mary's Clinical Skills Unit comprises purpose-built facilities exclusively catered to simulation-based training and assessment. The Unit has a Postgraduate and Undergraduate Lab, a Virtual Reality (VR) lab, a Simulated Operating Suite, a Catheterisation Lab, a Simulated Ward, an Undergraduate Lab, a lecture room and 3 communication rooms. Postgraduate Skills teaching is mainly covered in the Postgraduate lab and the adjoining lecture room. The Lab has 8 fully working laparoscopic trainers and a prep room and it can accommodate 16 trainees at a time (maximum number 24). However, the space and timetable allow for a smaller number of trainees to receive training for each session, which maximises practice time and retention. The Postgraduate Lab can accommodate around 600 trainees a year and operates from 8.30 to 16.30 every day with the exception of College Closure days. Currently, the lab is, by and large, vacant after 13.00; this will cover the additional training requirements, as specified by the contract. In addition, the other facilities are also available to reserve for postgraduate teaching depending on the educational needs of the four programmes (for instance, when full-team simulation training is required or access to the VR simulators to complement the skills and anatomy sessions).

Question 2 - Please can you provide further detail regarding your plans for faculty for each of the programmes. In particular, we are keen to ensure this involves practicing specialty clinicians from across the whole of the London programmes.

We currently have more than 170 trainers who actively contribute to the skills sessions. More than 80% of the trainers are active practising NHS staff coming from North West London (40%), North East/North Central London (27%), South East London (16%), South West London (7%), KSS (8%), and external-from outside London/KSS (2%).

To cover the needs of the Core Surgical Anatomy Programme, due to the nature of the session structure and timetabling, we target retired consultants who are highly experienced surgeons with an interest in anatomy teaching, and more readily available in terms of time, as the schedule requirements are too intense and demanding for active NHS consultants. Nonetheless, we have a dedicated number of active NHS consultants who contribute to the sessions when needed, such as during the Train the Trainer workshop, pathology, radiology, and pathophysiology sessions.

Question 3 - Please explain how you will engage with the specialty TPDs to ensure the delivery remains relevant in terms of curriculum requirements and current practice.

Our Team communicates regularly with NHSE and all specialty TPDs. TPDs receive routine updates on trainees' attendance and performance. Furthermore, a number of TPDs undertake skills sessions and contribute to the trainee Annual Skills Assessment sessions. TPDs are asked to provide feedback on the curriculum and the assessment sessions, and their input as well as trainees' input is taken into consideration prior to any curriculum changes. This practice will be applied across all four programmes, if

successful.

Question 4 - Please explain how you will engage with the London Simulation Network hosted by UCL Partners.

Thank you for this recommendation. Imperial NHS Trust is represented in the London Simulation Network by Dr Sadie Syed who also collaborates with our team to organise simulation sessions. We will engage with Dr Syed to gain insights into the best possible ways to engage with the London Simulation Network. In addition, senior members of our team have now signed up to the Network to receive updates, attend relevant events, and to explore opportunities for collaboration and networking.

Question 5 - Please outline how you will deliver endoscopy training for general surgery trainees.

A needs assessment conducted by the Skills Team within the scope of the General Surgical Skills Programme showed that Colorectal and UGI trainees are more interested in receiving structured endoscopic training integrated within the simulation-based curriculum. During the first year, trainees will receive 3 endoscopic training opportunities on the latest Simbionix ENDO Mentor™ Suite alongside their planned skills sessions for surgical emergencies. During the sessions trainees will rotate between the donors and the simulator in pairs. The focus will be on basic endoscopic skills, UGI bleeding surgical emergencies basic endoscopic to stop three bleeding, dilatation, and management of surgical complications following endoscopy. The faculty for the sessions will comprise skills trainers who are active consultant surgeons with an interest and training in endoscopy, and gastroenterologists.

Question 6 - Please specify the maximum level of activity deliverable within the financial envelope e.g. trainee numbers, training hours, course units etc. as appropriate

Across the different sites owned by Imperial College London we can offer skills sessions to a maximum number of around 600 trainees. The Postgraduate Lab at St. Mary's Hospital is assigned to skills training for the London General Skills Programme and is exclusively reserved for the Programme's needs. It includes 8 x laparoscopic box trainers, supplied by Karl Storz Endoscopy, 8 x full laparoscopic instrument sets, a large number of open general and vascular surgical instruments, screens for presentations and telecommunications to theatres located on the floors above, and theatre handwashing basin for scrubbing technique; we can deliver 1200 hours of training. In addition, we have access to the remaining facilities at the Clinical Skills Unit, which comprise a fully equipped VR lab, a Simulated Operating Suite, a Catheterisation Lab, a Simulated Ward, an Undergraduate Lab, a lecture room and 3 communication rooms, and 4 smaller practice rooms.

The Human Anatomy Unit at Charing Cross can accommodate more than 800 trainees and deliver more than 180 hours of postgraduate anatomy teaching as well as approximately 1117 hours of UG anatomy teaching, for which demonstrating opportunities would be available. In addition, the Timetable allows for the delivery of

around 120 hours of cadaveric skills teaching.

Question 7 - Please indicate the sensitivity of the price to inflationary pressures – the contract price is stated as fixed, are you confident that this will remain deliverable within the financial envelope?

Yes, we are confident that the four programmes will be successfully delivered within the financial envelope, as these have been reviewed by our senior departmental officers. For staff salaries the contract price includes increments and inflation. For non-staff items the price includes inflation.

Question 8 – Please provide greater detail of what is included in the five categories for which a cost breakdown has been given i.e. what is included in the contract price?

1. Staff salaries: xxxxx
    1.1. Skills Lab technician
    1.2. Anatomy technician
    1.3. Anatomy and Skills Lab Technician
    1.4. Senior Research Fellow in Surgical Education
    1.5. Administrator for the four programmes
    1.6. Simulators Designer

2. Consumables, materials, and equipment (including simulators and cadavers): xxxxx

3. Lab and licenses: xxxxx

These two categories include: Administrative consumables and clinical consumables/training aids – such as open and laparoscopic instruments, sutures, grafts patches, blades PPI - and other laboratory disposables, simulators and jigs, animal tissue, and cadaveric donors (x30), software licences and technical support.

4. Professional fees: [redacted]

Payments to retired consultants and educational visitors for teaching and for skills assessments

5. Travel expenses: [redacted]

We encourage the engagement of consultants from not only London but wider London – this includes Kent, Sussex, and Surrey (KSS). For those consultants who have a long and expensive commute, we cover their travel expenses.

Question 9 - Please confirm if there are other costs that are outside of the scope of the contract that you may charge for that would reasonably be required for delivery of the programmes?

We can confirm - based on the costing method applied by our finance managers and our experience over the last 15 years - that no costs that are outside of the scope and financial budget of the contract will be charged. All aspects of potential costs and financial commitments have been carefully considered.

3.2 Bidder Slide Pack

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SCHEDULE 2 - FUNDING

The total contract price for Core Surgery skills an Anatomy programme; General Surgery, Vascular Surgery and ENT skills programmes is [redacted] per year for a full term of 3 years. After the initial term there an option to extend by a further 2 years.

The maximum price for the three-year contract is £1,499,662.16.

A purchase order will be raised for the contract activity with will be shared with the Provider. The Provider will note the Purchase order number together with the programme(s) description, invoice period and correct amount for the payment period.

Detailed below are the finance year value of the contact to be invoiced:

Invoice Amount: April – June	Invoice amount July – Sept	Invoice amount Oct - Dec	Invoice amount Jan – March
[redacted]	[redacted]	[redacted]	[redacted]
TOTAL: £499,887.39			

Invoices are to sent to sbs.apinvoicing@nhs.net

NHS ENGLAND
X24 PAYABLES
K005 PO BOX 312
LEEDS
LS11 1HP

SCHEDULE 3 - QUALITY AND PERFORMANCE REQUIREMENTS – TO BE COMPLETED POST AWARD WITH THE PROVIDER

1. **Quality Compliance**

2. **Key Performance Indicators**

3. **Performance Management requirements**

4. **Meeting Schedule**

SCHEDULE 4 - DATA PROTECTION PROTOCOL

The definitions and interpretative provisions at clause 1 of this 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 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 Data Protection Legislation;
"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject to exercise rights granted pursuant to the Data Protection Legislation;
"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 Provider where the Provider is acting as a Processor in relation to this contract.

1 DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, if Table A of this Protocol has been completed then NHSE is the Controller and the Provider is the Processor in relation to the Processing described at Table A. Where the Provider acts as a Processor they are only authorised to carry out the Processing listed in Table A.

1.2 The Provider shall notify NHSE immediately if it considers that any of NHSE's instructions infringe the Data Protection Legislation.

1.3 The Provider shall provide all reasonable assistance to NHSE in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of NHSE, 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 Provider shall, in relation to any Personal Data Processed in connection with its obligations as a Processor under this contract:

1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Provider is required to do otherwise by Law. Where the Provider is required by Law to Process the Personal Data it shall promptly notify NHSE before Processing the Personal Data or at the first available opportunity where prior notification is not possible unless notification to NHSE is prohibited by Law;

1.4.2 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

1.4.3 ensure that:

(i) the Provider Personnel do not Process Personal Data except in accordance with this contract (and in particular Table A of this Protocol);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Provider's duties under this Protocol;

(B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;

(C) 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 NHSE or as otherwise permitted by this contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.1.1 not transfer Personal Data outside of the United Kingdom unless the prior written consent of NHSE has been obtained and the following conditions are fulfilled:

(i) NHSE or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR) as determined by NHSE;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Provider 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 NHSE in meeting its obligations); and

(iv) the Provider complies with any reasonable instructions notified to it in advance by NHSE with respect to the Processing of the Personal Data;

1.4.4 at the written direction of NHSE, delete or return Personal Data (and any copies of it) to NHSE on termination or expiry of the contract unless the Provider is required by Law to retain the Personal Data;

1.4.5 assist NHSE in ensuring compliance with the obligations set out in articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to the Processor.

1.5 Subject to paragraph 1.6 of this Protocol, the Provider shall notify NHSE 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 Provider's obligation to notify under paragraph 1.5 of this Protocol shall include the provision of further information to NHSE in phases, as details become available.

1.7 Taking into account the nature of the Processing, the Provider shall provide NHSE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request described in clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by NHSE) including by promptly providing:

1.7.1 NHSE with full details and copies of the complaint, communication or request;

1.7.2 such assistance as is reasonably requested by NHSE to enable NHSE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

1.7.3 NHSE, at its request, with any Personal Data it holds in relation to a Data Subject;

1.7.4 assistance as requested by NHSE following any Data Loss Event;

1.7.5 assistance as requested by NHSE with respect to any request from the Information Commissioner's Office, or any consultation by NHSE with the Information Commissioner's Office.

1.8 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol and make such records available to NHSE on request.

1.9 The Provider shall allow for audits of its Processing activity by NHSE or NHSE's designated auditor.

1.10 The Provider 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 Provider must:

1.11.1 notify NHSE in writing of the intended Sub-processor and Processing;

1.11.2 obtain the express prior written consent of NHSE;

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 NHSE with such information regarding the Sub-processor as NHSE may reasonably require.

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

1.12 NHSE may, at any time on not less than thirty (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 UK 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. NHSE may on not less than thirty (30) Business Days' notice to the Provider amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.14 The Provider shall comply with any further instructions with respect to Processing issued by NHSE by written notice. Any such further written instructions shall be deemed to be incorporated into Table A below from the date at which such notice has been provided to the Provider.

1.15 Subject to paragraphs 1.12 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 – TO BE COMPLETED POST AWARD WITH PROVIDER

Description	Details
Subject matter of the Processing	NHSE - London wish to procure the Core Surgical Anatomy programme (CSA) that forms part of the London Core Surgical Training programme and the Surgical Skills programme (SS) for General Surgery, Vascular Surgery and ENT that forms part of the Higher Surgical Training Programme for London.
Duration of the Processing	*1st April 2023 - March 2026*
Nature and purposes of the Processing	*Imperial College to expand and outline all activities for data use. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc>*
Type of Personal Data	• Unique identification number • Name • Address • Postcode • DOB • Email address • Telephone number • Right to live & work • Professional registration details • University qualification
Categories of Data Subject	Surgical Doctors in Training
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 data	The Provider shall keep secure and maintain information 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

SCHEDULE 5 - 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 this paragraph Schedule 41, 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 this paragraph Schedule 41 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 this paragraph Schedule 41 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 NHSE may disclose the Provider'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 NHSE and/or the Contracting Authority receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of NHSE'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 NHSE 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 NHSE making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this paragraph Schedule 51.3.

1.4 The Provider may only disclose NHSE's Confidential Information, and any other information provided to the Provider by NHSE in relation this contract, to the Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Provider's obligations under this contract. The Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in this paragraph Schedule 41 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at NHSE's written discretion, destroyed securely or returned to NHSE when it is no longer required. The Provider shall not, and shall ensure that the Staff do not, use any of NHSE's Confidential Information received otherwise than for the purposes of performing the Provider'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 5, the Provider shall not, without the prior written consent of NHSE (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 Provider to NHSE and/or make any other announcements about this contract.

1.6 Paragraph Schedule 41 of this Schedule 5 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 as a Processor, the Parties shall comply with the Data Protection Protocol. Where the Parties are both Processing Personal Data under or in connection with this contract as Controllers, the Parties shall set out their rights and responsibilities in respect of such Personal Data in a document based on the model data sharing agreement at Schedule 7.

2.3 The provisions of this paragraph 2 are additional to those set out in the Data Protection Protocol.

2.4 Without prejudice to the generality of paragraph 2.1, when acting as a Controller NHSE shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the Provider for the duration and purposes of this contract.

2.5 Without prejudice to the generality of paragraph 2.1, when acting as a Controller in connection with this contract the Provider shall:

2.5.1 not transfer any Personal Data outside of the UK without the prior written consent of NHSE;

2.5.2 assist NHSE in responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation and responding to consultations and inquiries from the Information Commissioner's office or any other regulator;

2.5.3 notify NHSE without undue delay on becoming aware of a Data Loss Event; and

2.5.4 ensure that all personnel who have access to or process Personal Data in connection with this contract are obliged to keep the personal data confidential

2.6 When acting as a Controller, the Provider must obtain the prior written consent of NHSE, such consent not to be unreasonably withheld or delayed, prior to appointing any third party as a processor of Personal Data under this contract.

2.7 The Provider and NHSE 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 NHSE under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.8 Where, as a requirement of this contract, either Party is Processing Personal Data relating to Learners as part of the Services, that Party shall:

2.8.1 complete and publish an annual information governance assessment using the Data Security & Protection Toolkit (www.dsptoolkit.nhs.uk);

2.8.2 meet the standards in the relevant NHS Data Security & Protection Toolkit;

2.8.3 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;

2.8.4 in addition to the requirements of the Data Protection Protocol, report all incidents of data loss and breach of confidence in accordance with applicable Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines (which can be provided to the Provider by the NHSE on request);

2.8.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies rigorously;

2.8.6 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;

2.8.7 at all times comply with any information governance requirements and/or processes as may be set out in the Service Specification; and

2.8.8 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Provider by NHSE from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

2.9 Subject to clause 14, the Provider shall indemnify and keep NHSE indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Provider's unlawful or unauthorised Processing (whether in breach of this contract or the Data Protection Legislation) or the destruction inaccessibility and/or damage to Personal Data for which the Provider is responsible in connection with this contract.

2.10 The requirements of this paragraph 2 are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

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 under 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 where 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 Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider 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;

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 paragraph Schedule 53.4 of this Schedule 5, NHSE may consult with the Provider to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at NHSE's absolute discretion.

3.6 The Provider shall assist and cooperate with NHSE to enable NHSE to publish this contract.

3.7 Where any information is held by any Sub-contractor of the Provider in connection with this contract, the Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in paragraph 101 of this Schedule 5, as if such Sub-contractor were the Provider.

4 INFORMATION SECURITY

4.1 Without limitation to any other information governance requirements set out in this Schedule 5, the Provider shall:

4.1.1 notify NHSE 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 NHSE's information governance Policies (which can be provided to the Provider by NHSE on request); and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by NHSE and shall provide full information as may be reasonably requested by NHSE in relation to such audits, investigations and assessments.

4.2 Where required in accordance with the Service Specification, the Provider 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 Provider. The Provider 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 Service Specification.

4.3 Where required in accordance with the Service Specification, the Provider shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Service Specification.

SCHEDULE 6 - CHANGE CONTROL NOTIFICATION FORM

CCN Number:

Title of Change	
Service Line	
Operations Lead	
CM 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		
CCN 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: **NHS England**	**Signed:** **Print Name:** **Title:** **Date:**

Signed for and on behalf of: [PROVIDER]	**Signed:** **Print name:** **Title:** **Date:**

SCHEDULE 7- EXCHANGE OF INFORMATION BETWEEN NHSE AND THE PROVIDER

Template Data Sharing Agreement – **TO BE COMPLETED POST AWARD WITH THE PROVIDER**

This Data Sharing Agreement is made on [Insert date]	
1	Between: [*List all the parties*]
2	Purpose, objectives of the information sharing: [*Be clear and concise about the reasons for data sharing, giving as detailed a description as possible. You should set out what objective you are hoping to achieve by sharing personal data between organisations. Each purpose can be numbered separately*]
3	Controller/s *[List here all organisations which are controllers as part of this agreement and for which purposes]*
4	Processor/s [*List here all organisations acting as processors and sub-processors as part of the agreement (and to which purpose they relate to) and state which controller(s) they report to*]
5	Data items to be processed (add more lines if required)

	Detail Item	Justification (including confirmation of signed DPIA where applicable)

6	Article 6 Condition – Personal Data [*Specify which Article 6 condition (legal basis) is met]*	
	Legal Basis (One of these must apply whenever you process personal data)	**Tick which one you are using**
	(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	
	(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
	(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).	
	(d) Vital interests: the processing is necessary to protect someone's life.	
	(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	

	(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	
7	**Article 9 condition – Special Categories of Personal Data** [*Specify here which Article 9 condition is met - a summary of the most likely conditions is provided below.*]	
	Conditions for processing special category data	**Tick which one you are using**
	(a)Explicit consent: (the data subject has given explicit consent)	
	(b) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations)	
	(c) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity)	
	(d) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection)	
	(e) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)	
	(f) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)	

	(g) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)	
	Other:	
	Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018:	
8	**Individual rights and preferences** [*Explain how these will be managed by the parties to this agreement*]	

Individual right	**Indicate how the right will be managed or why it is not applicable**
The right to be informed	
The right of access	

	The right to rectification	
	The right to erasure	
	The right to restrict processing	
	The right to portability	
	The right to object	
	Rights in relation to automated decision-making profiling	
	Please state below how you will manage any complaints raised regarding the proposed data sharing: **Does the National Data Opt-out apply to proposed purpose/s for data sharing? Y/N** **If yes, please state how these will be managed:**	
9	**Compliance with duty of confidentiality / right to privacy** [*Please state here how you will be satisfying the duty of confidentiality. NB this is in addition to how you have explained meeting data protection requirements to process personal data (above)*] - Consent - Statutory Gateway (e.g. approval under s251 of the NHS Act 2006)	

	[*Please provide an explanation if necessary. If relying on statutory gateway, specify which and confirm whether it sets aside the common law duty of confidentiality.*] **Is there any interference with Human Rights Article 8?** Yes/No/Not applicable **If yes, document why it is necessary to interfere with Human Rights and proportionate to do so:**
10	**Transparency** [*Describe here how communication/s with the public will be undertaken i.e. update Privacy notice, patient information leaflets/posters, information on website/s etc*]
11	**How will the data sharing be carried out?** ● *The mechanism by which the data will be shared and an explanation, why this is secure and which organisation is responsible for ensuring security* ● *How any outputs/analysis will be shared and an explanation of why this is secure, necessary and proportionate* ● *Frequency – including security precautions proportionate to the level of frequency* *Whether any information is being transferred outside the EU and, if so, relevant safeguards (this is to ensure compliance with Article 45 of the GDPR)*
12	**Accuracy of the data being shared** [*Describe the processes/procedure for ensuring that data held and shared is accurate. Explain how any updates will be shared with all recipients of the data.*]
13	**Rectification of data that has been shared**

	[Specify here any procedures in place, or to be put in place, for rectifying inaccurate data that has been shared, or rectifying data that has been identified as inaccurate after sharing by the parties to this agreement. This is separate to the individual's right to rectification]
14	**Retention and disposal requirements for the information to be shared - including details of the return of information to the source organisations (if applicable)**
15	**Breach management** [*Outline the process for how any breach of data security/confidentiality will be managed by relevant parties*]
16	**Specify any particular obligation on <u>any</u> party to this agreement**
17	**Contacts – Information Governance and Caldicott Guardian** [*List here the IG contacts for each organisation*]

18	**Commencement of agreement** [*Specify the date the Agreement will come into force*]
19	**Review of agreement** [*Specify if, and when, and by whom (specify job role) the agreement will be reviewed*]

20	**Review period** [*Specify, if applicable, how long any review period will be*]
21	**Variation**

	[*Specify here if the parties, or any party, can vary the terms of this agreement. If so, detail how this is done*]
22	**Ending the agreement** [*Specify how a party ends their participation in the Agreement, and how data will be managed by the exiting party*]
23	**End date** [*Specify the date the agreement ends*]
24	**Signatories** [*Each organisation signs here, detailing the name and position of the signatory based on the sharing required. i.e. DPO/SIRO/CG/CEO/Head of service*]