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Notes:

Thank you for reviewing the NHS Education Contract in full. This version contains all schedules for information as per the standardised approach Health Education England is taking. However, schedules are tailored as appropriate to the Provider and the version below is for information purposes only.

Your version make look slightly different in the Schedules. The core contract remains the same across England.

Providers will be issued with their unique version of the NHS Education Contract.

Please review the NHS Education Contract along with the Supporting Guide to the NHS Education Contract, and the Frequently Asked Questions, available from *our webpage* or type *https://www.hee.nhs.uk/our-work/new-nhs-education-contract* into a browser.

Minor changes made from v1 to v1.1. are documented in the Supporting Guide to the NHS Education Contract, available from *our webpage* or type *https://www.hee.nhs.uk/ourwork/new-nhs-education-contract* into a browser.

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NHS
Health Education England

NHS EDUCATION CONTRACT 2021-2024

Supported by

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Developing people
for health and
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1st April 2021

DATED

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NHS EDUCATION CONTRACT

between

HEALTH EDUCATION ENGLAND

and

Positive Futures North Liverpool

Signed by [redacted] or and on behalf of **Health Education England**

Signature: [redacted]

Date: 1st April 2021

Signed by [redacted] for and on behalf of **Positive Futures North Liverpool**

Signature: [redacted]

Date: 16 February 2022

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This contract is dated [DATE]

Parties

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

(2) **[NAME** XXXX whose head office is at [HQ OF Unit B1 Tetlow Way Liverpool L4 4QS (**the "Provider"**),

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

BACKGROUND

A) Health Education England is an executive non-departmental public body at arms-length from the Department of Health and Social Care, whilst remaining accountable to the Secretary of State for Health and Social Care. In accordance with the Care Act 2014, Health Education England is responsible for the leadership of all healthcare education and training for those employed by the NHS and for those seeking NHS employment. Health Education England also has statutory obligations for the quality of the Services delivered for which it funds for the safety and protection of Learners and Service Users.

B) This contract is the mechanism by which HEE entrusts Providers to undertake healthcare education and training activities. This contract is limited to use for the following across all healthcare professions:

(i) future workforce funds (including, but not limited to, placement tariff, salary support, and where appropriate unless commissioned separately tuition funds); and

(ii) workforce development funds (including, but not limited to, Workforce Transformation).

C) This contract includes all healthcare education and training regardless of the Funding mechanism, and applies unilaterally across all areas which HEE funds (i.e. all pre-registration healthcare programmes where HEE funds placement activity but not tuition).

IT IS AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this contract.

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1.1 **Definitions**.

Actual Monthly Value: 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).

Affiliate: in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Applicable Laws: all applicable laws, statutes, regulations, codes and directions from time to time in force.

Border Force: the border control agency of the Government of the United Kingdom.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: these hours are, for the purposes of a Business Day, to be determined as between 08:00 and 18:00 hours.

Change in Control:

a) any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change in Control shall be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation; or

b) any change in the ability to control an NHS Foundation Trust, NHS Trust or NHS Body by virtue of the entering into of any franchise, management or other agreement or arrangement, under the terms of which the control over the management of the relevant NHS Foundation Trust, NHS Trust or NHS Body is conferred on another person without HEE's prior written consent.

Clinical Educators: means Educational Supervisor and Named Clinical Supervisor.

Clinical Programmes: all education and training relating to all professions other than medicine.

Confidential Information: any information or data in whatever form disclosed, which by its nature is confidential or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked 'confidential' (including,

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financial information, or marketing or development or workforce plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or personal data, or information which is disclosed in accordance with clause 33 in response to an FOIA or EIRs request, or information which is published as a result of government policy in relation to transparency.

Consent:

a) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Applicable Laws and/or Guidance for or in connection with the performance of Services; and/or

b) any necessary consent or agreement from any third party needed either for the performance of the Provider's obligations under this contract or for the provision by the Provider of the Services in accordance with this contract, including any registration with any relevant Regulator.

Contract Management Meeting: a meeting of HEE and the Provider held in accordance with clause 26.

Contract Performance Notice:

a) a notice given by HEE to the Provider under clause 26, 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 HEE under clause 26 alleging failure by HEE to comply with any obligation on its part under this contract,

as appropriate.

Contracting Authority: means any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than HEE.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: have the meanings as defined in the Data Protection Legislation.

Core Skills Training Framework: the framework and any associated documents relating to core skills training as set out in the Skills for Health webpage (as may be updated or superseded from time to time).

COVID-19: severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

Data Protection Legislation: all Applicable Laws connected to data protection or privacy including without limitation the UK GDPR as defined in the Data Protection Act 2018; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and the Privacy and Electronic Communications Directive 2002/58/EC all as retained and amended under UK law.

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Disclosure and Barring Service or DBS: the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012.

Doctors in Training: means post graduate medical trainees.

Doctors in Training 6 Principles: the six principles which have been widely recognised as helping to improve the pre-employment experience of Doctors in Training and which are set out in the HEE webpage (as may be updated or superseded from time to time).

E-Learning: computer based learning.

EDS2: 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).

Education Provider: the contracted provider which undertakes educational provision services, and which is an education provider of academic studies, including but not limited to a HEI, faculty, school, further education provider, or an education and training organisation.

Educational Supervisor: named educator who is selected and appropriately trained to be responsible for the overall supervision and management of an individual Learner's educational progress during a Placement or series of Placements.

EIRs: the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Emergency Preparedness, Resilience and Response: 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 Learners: 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 HEE may provide a financial contribution.

Enhanced DBS & Barred List Check: a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list, adults' barred list and children's and adults' barred list.

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Enhanced DBS Check: a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for.

Enhanced DBS Position: any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Check or an Enhanced DBS & Barred List Check (as appropriate) is permitted.

ESR: the NHS electronic staff record.

Exception Report: a report issued in accordance with clause 26 notifying the relevant Party's Governing Body of that Party's breach of a Remedial Action Plan and failure to remedy that breach.

Expiry Date: the last day of the Term.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Freedom To Speak Up Guardian: the individual appointed by the Provider and whose identity is communicated to HEE from time to time, in accordance with the Department of Health and Social Care publication 'Learning Not Blaming' available on the government webpage (as may be updated or superseded from time to time).

Funding: the funding payable for the Services and the Programmes, as set out in Schedule 2.

Good Practice: using standards, practices, methods and procedures conforming to Applicable Laws and Guidance and reflecting up-to-date published evidence and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a Provider and/or member of Staff providing services the same as or similar to the Services at the time the Services are provided.

Governing Body: 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: a Party's standing orders, scheme of delegation, and standing financial instructions, and any other such governing documents, as may be updated, replaced, or superseded from time to time.

Guardians of Safe Working (GOSW): a person appointed formally in accordance with the 2016 terms and conditions of service (TCS) for doctors in training, or any replacement or successor guidance or terms and conditions,

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whose role is to be the guardian of safe working hours, designed to reassure junior doctors and employers that rotas and working conditions are safe for doctors and Service Users.

Guidance: any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which HEE and/or the Provider have a duty to have regard (and whether specifically mentioned in this contract or not), 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 HEE and/or any relevant Regulator.

Health and Safety Legislation: the Health and Safety at Work Act 1974 and any regulations made by the Secretary of State pursuant to section 15 (1) thereof.

Healthcare System: the local economic health and social care system, referred to as a Sustainability and Transformation Partnership (STP), or an Integrated Care System (ICS) or any other partnership which brings together health and social care organisations.

HEE Equipment: any equipment provided by HEE, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1.

HEE Materials: all documents, information, items and materials in any form, whether owned by HEE or a third Party, which are provided by HEE to the Provider in connection with the Services.

HEE Quality Framework: the multi-professional education and training quality framework published by HEE and as amended, replaced or superseded thereafter from time to time, measuring the quality of education and training across Learning Environments in England.

HEE's Representative: either a Regional Director, National Director, regional manager and/or a national manager of HEE.

HEI: a higher educational institute.

HRA: the Human Rights Act 1998.

Immediate Action Plan: 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.

Insolvency Event: 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

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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: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

JI Report: a report detailing the findings and outcomes of a Joint Investigation.

Joint Investigation: an investigation into the matters referred to in a Contract Performance Notice in accordance with clause 26.

KPI: key performance indicator.

Learner: a student, trainee or other category of learner actively undertaking and participating in a Programme or deferred from a Programme, including an employee of the Provider who is in education and/or training who is individually or collectively supported by HEE funding to undertake that Programme or training and to whom the Services are provided (excluding those who are temporarily suspended), and Learners shall be construed accordingly. Learner also includes any person receiving funding support from HEE, including placement tariff.

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Lead Employer: a third party whom it is agreed will act as employer of Staff or Learners.

Learning Environments: an environment in which Learners acquire knowledge, information, comprehension or skill by study, instruction or experience in all fields of healthcare which are relevant to Programme, such as academic-taught learning environment or a work-based learning environment.

Local Education and Training Boards (LETB): the local education and training board for each area in which the Provider provides the Services and any local education and training board which represents the Provider by virtue of arrangements made by HEE under paragraph 2(4)(c) of Schedule 6 to the Care Act 2014.

Managing Conflicts of Interest in the NHS: the NHS publication by that name available on the NHS England webpage (as may be updated or superseded from time to time).

Material Sub-Contract: a Sub-Contract for the delivery of all of any Service, or a significant and necessary element of any Service, or a significant and necessary contribution towards the delivery of any Service, as designated by HEE from time to time.

Material Sub-Contractor: a Sub-Contractor under any Material Sub-Contract.

Medical Programmes: programmes within a medical speciality, both undergraduate and postgraduate.

Milestones: a date by which a part of the Services is to be completed, as set out in Schedule 1.

Monitor: the corporate body known as Monitor provided by section 61 of the Health and Social Care Act 2012.

Monitor's Licence: a licence granted by Monitor under section 87 of the Health and Social Care Act 2012.

Named Clinical Supervisor (also called Practice Supervisor): named educator and experienced clinician, who is selected and appropriately trained to be responsible for overseeing an individual Learner's work and who provides developmental feedback during a Placement.

National Education and Training Survey (NETS): the HEE National Education and Training Survey (NETS) from time to time, an online survey provided by HEE to all Learners.

National Director: a person with delegated authority from HEE to act for and on behalf of HEE on a national basis.

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National Guardian's Office: the office of the National Guardian, which provides advice on the freedom to speak up guardian role and supports the freedom to speak up guardian network.

National Guardian's Office Guidance: the example job description for a freedom to speak up guardian and other guidance published by the National Guardian's Office, available on the CQC webpage (as may be updated or superseded from time to time).

National Variation: a variation mandated by HEE to incorporate changes to Applicable Laws and/or Guidance as they may affect this contract and notified to the Parties by whatever means HEE may consider appropriate.

Non-Employed Learner: those Learners who are on Programmes leading to statutory or voluntary registration, or who are undertaking further development of their profession, and all for whom HEE may commission their Placement.

NHS Body or NHS Bodies: has the meaning given to it in section 275 of the 2006 Act.

NHS Brand: 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: 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).

NHS Employment Check Standards: the pre-appointment checks that are required by Applicable Laws and/or Guidance, including those that are mandated by any Regulator's policy, and those that are required for access to Service User Health Records, available on the NHS Employers webpage (as may be updated or superseded from time to time).

NHS Pension Scheme: the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), and the National Health Service Pension Scheme Regulations 2015 (SI 2015/94).

People Boards: the formal structure within systems, on a Regional and national basis, which includes Local Education and Training Boards (LETBs).

Placement: any suitable supervised clinical, practical or other learning experience in a workplace environment provided, conducted or arranged by the Placement Provider for Learners; usually but not limited to an NHS Trust, NHS Foundation Trust, GP surgery, dental practice and other organisations that form part of the

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National Health Service or who deliver placement learning funded by the NHS which for the purposes of this contract includes the private and voluntary sectors but shall only include such placements which are funded and/or managed by HEE.

Placement Agreement: an agreement between an Education Provider and a Placement Provider relating to placement activities which may be in the form included in Schedule 4 Part C or in any other form agreed by an Education Provider and a Placement Provider.

Placement Provider: the contracted provider who is an organisation which offers Placements.

Premises: the premises from where the Services shall be provided.

Previous Contract: a contract between HEE 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.

Programme: any of the pre-qualification programmes, undergraduate medical and dental programmes, post graduate medical and dental training programmes and all other Clinical Programmes at undergraduate and postgraduate level, as may be applicable to the particular context, whether funded or not by HEE.

Prohibited Act: the Provider:

a) offering, giving, or agreeing to give HEE (or an of their officers, employees or agents) 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 of performance of this contract or any other contract with the Provider, or for showing or not showing favour or disfavour to any person in relation to this contract or any other contract with the Provider; and

b) in connection with this contract, paying or agreeing 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 HEE; or

c) committing an offence under the Bribery Act 2010.

Provider: for the avoidance of doubt, Provider means both Education Provider and Placement Provider.

Provider Outputs: any output of the Services to be provided by the Provider to HEE as specified in Schedule 1 and any other documents, products and materials provided by the Provider to HEE in relation to the Services.

Provider's Representative: such person with delegated authority to act on behalf of the Provider as notified by the Provider to HEE from time to time in accordance with clause 24.2;

Quality and Performance Requirements: the requirements set out in Schedule 3.

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Raising Concerns Policy for the NHS: the model whistleblowing policy for NHS organisations, published by NHS England and NHS Improvement, available on the NHS Improvement webpage (as may be updated or superseded from time to time).

Regional Director: the person with delegated authority from HEE to act for and on behalf of HEE within any given Region.

Region: any one or more of the seven (7) HEE 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.

Regulator: any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including: (i) the Care Quality Commission; (ii) NHS Improvement; (iii) NHS England / Improvement (including Monitor); (iv) the Department of Health and Social Care; (v) the National Institute for Clinical Excellence; (vi) Healthwatch England and Local Healthwatch; (vii) Public Health England; (viii) the General Pharmaceutical Council; (ix) the Healthcare Safety Investigation Branch; (x) the Information Commissioner; (xi) the General Medical Council; (xii) the Nursing and Midwifery Council; (xiii) the Health and Care Professions Council; (xiv) the General Dental Council, (xv) the Office for Students, and (xvi) the Institute for Apprenticeships and Technical Education, and any statutory or other body which supersedes or replaces such body.

Remedial Action Plan: 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 26.

Review Meeting: a meeting to be held in accordance with clause 27 at the intervals set out in clause 27 or as otherwise requested in accordance with clause 27.

Service Development and Improvement Plan or SDIP: 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: the services as set out in Schedule 1, including services which are incidental or ancillary to such services.

Service User: a patient or service user for whom a Provider has statutory responsibility.

Service User Health Record: a record which consists of information and correspondence relating to the particular physical or mental health or condition of a Service User (whether in electronic form or otherwise), including any such record

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generated by a previous provider of services to the Service User which is required to be retained by the Provider for medico-legal purposes.

Staff: Provider employees that deliver and support the Services.

Sub-Contract: 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: any sub-contractor, whether of the Provider itself or at any further level of sub-contracting, under any Sub-Contract.

Standard DBS Check: a disclosure of information which contains details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions.

Standard DBS Position: any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted: https://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance.

Suspension Event: the occurrence of any of the following:

a) HEE and/or any Regulator having reasonable grounds to believe that the Provider is or may be in breach of Applicable Laws and/or Guidance, or in material breach of the Quality and Performance Requirements or regulatory compliance standards issued by a Regulator; or

b) HEE and/or any Regulator having reasonable and material concerns as to the continuity, quality or outcomes of any Service, or for the health and safety of any Service User and/or Learner; or

c) the Provider receiving a Contract Performance Notice in respect of a Service within 12 months after having agreed to implement a Remedial Action Plan in respect of the same issue with that Service; or

d) HEE, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or

e) an Exception Report being issued under clause 26 and the Provider's Governing Body failing to procure the rectification of the relevant breach of the Remedial Action Plan within the timescales indicated in that Exception Report; or

f) the Placement Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or Monitor's Licence.

Tri-Partite Agreement or TPA: a nationwide framework agreement entered into between HEE, a placement provider, and an education provider that sets out the

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scope, roles and responsibilities and funding mechanism for healthcare education and training, the form of which is set out in Part A of Schedule 4.

Tri-Partite Agreement in Undergraduate Medical Education or TPA-UGME: a nationwide framework agreement entered into between HEE, a placement provider, and an education provider that sets out the scope, roles and responsibilities and funding mechanism for undergraduate medical education and training, which shall operationalise the mechanisms for agreeing any locally negotiated arrangements or variations in Funding. The form of TPA-UGME is set out in Part B of Schedule 4.

Values Based Recruitment: the values based recruitment framework published by HEE in October 2014 and refreshed in April 2016, available on the HEE webpage (as may be updated or superseded from time to time).

VAT: value added tax or any equivalent tax chargeable in the UK.

WRES: 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 enure 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 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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

1.11 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.

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

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

1.14 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.

1.15 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.

1.16 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 1 April 2021 and shall continue, unless terminated earlier in accordance with clause 38, until the third anniversary of commencement of this contract when it shall terminate automatically without notice (the "**Term**"). For the avoidance of doubt, this contract terminates on 1 April 2024.

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

3. The Services

3.1 The Provider shall provide or procure the provision of the Services to HEE in accordance with this contract from 1 April 2021 and as specified in Schedule 1

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

4. Provider's warranties

4.1 The Provider warrants, represents and undertakes that:

(a) it has full power and authority to enter into this contract and to deliver the Services, and that all necessary approvals and Consents have been obtained and are in full force and effect;

(b) 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;

(c) 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;

(d) to the best of its knowledge, 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

(e) it has, and shall maintain, adequate insurances in respect of the Services in accordance with clause 35.

5. Provider's responsibilities

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

5.2 The Provider shall meet the Milestones specified in Schedule 1.

5.3 The Provider shall appoint a manager for the Services, such person as identified in Schedule 1. That person shall have authority to contractually bind the Provider on all matters relating to the Services. 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.

5.4 The Provider shall ensure they attend and prepare as necessary for any Review Meetings convened under clause 27 of this contract, and shall acknowledge a

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request from HEE to hold a Review Meeting or an extra-ordinary review meeting within three 3 Business Days.

5.5 The Provider shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Premises.

5.6 The Provider undertakes to fulfil the obligations of its roles and responsibilities set out in the HEE Quality Framework and the terms of this contract, including demonstrating leadership accountability for educational governance within the organisation such as at board level, senior leadership level or equivalent that ensures effective accountability for continuous improvement of quality and performance.

5.7 The Provider shall provide the Services:

(a) in accordance with the terms of this contract;

(b) with all due skill care and diligence using appropriately experienced, qualified and trained personnel;

(c) in accordance with Good Practice and more particularly the HEE Quality Framework;

(d) in accordance with regulatory requirements of any Regulator in respect of the Services;

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

(f) 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 HEE or the NHS in any material respect; and

(g) in a manner which does not infringe the Intellectual Property Rights of any third Party.

5.8 The Provider shall ensure invoices are sent to HEE in a timely fashion, in accordance with Schedule 2.

5.9 The Provider shall ensure that there is responsibility for compliance with this contract at the highest governance level within its organisation for healthcare education and training, this is expected to be at board level, with a nominated director responsible for all education and training. The Provider shall report to this board and publicly all activity and funding associated with this contract.

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6. Placement Provider responsibilities

6.1 Placement Providers shall identify and appoint sufficient numbers of Clinical Educators to enable the Services to be provided in all respects and at all times in accordance with this contract. Placement Providers are responsible for the management of Clinical Educators.

6.2 Placement Providers shall enable educational and Clinical Educators to participate in education and training events such as recruitment and assessments.

6.3 Placement Provider shall ensure Clinical Educators have the appropriate time built into their job plans, roles, and workload to undertake their role appropriately as a Clinical Educator.

6.4 Placement Providers shall ensure Clinical Educators have access to continuing professional development, specifically in their role as a Clinical Educator.

6.5 Placement Providers must ensure for educational and Clinical Educators that the appropriate time is built into their job plans, roles, and workload to undertake the activities specified in clause 6.2 to support development of Learners.

6.6 Placement Providers must ensure that appropriate supervision and clinical education for Learners is provided at all times during the Term. Placement Providers must ensure that supervisors meet the HEE Quality Framework and Regulator requirements on supervision.

6.7 Placement Providers should fully integrate education and training into their plans for clinical services, in order to ensure that educators and supervisors are able to fulfil their obligations to continue to grow the workforce and to support Learners.

6.8 The Placement Provider must perform the Services in compliance with:

(a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(b) any HEE equality and diversity policies, or other reasonable requirements relating to equality or diversity, communicated to it by HEE;

(c) the HRA as if it was a public authority for the purposes of that Act; and

(d) widening participation plans by the Education Provider.

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6.9 Placement Providers shall offer Placement shifts to Learners which may take place within 24 hours per day and 365 days per year including:

(a) both on and off a Business Day, where they operate;

(b) both within Business Hours and outside of Business Hours. where they operate; and

(c) which are outside the local area of the Learner to that Learner if requested by HEE or an Education Provider.

6.10 The Placement Provider shall ensure that, in partnership with the Education Provider, they are compliant with relevant Regulator's obligations.

7. Education Provider's responsibilities

7.1 The Education Provider shall ensure that the curriculum is delivered in accordance with the relevant Regulator's obligations.

7.2 The Education Provider shall be approved by the Regulator for the education and training of the Programme they undertake.

7.3 The Education Provider shall inform HEE of any conditions imposed on the Provider from the Regulator. HEE will liaise with the appropriate Regulator as necessary for the safety of Learners and Service Users.

7.4 Education Providers are responsible for ensuring equality, diversity and inclusive practice in their marketing approach, application and recruitment process, Staff training, curriculum and curriculum development. Education Providers shall share information with HEE relating to all protected characteristics as requested by HEE for any purposes of education and training.

7.5 Education Providers should provide HEE with their Programme specific widening participation plans when requested, or plans which cover multiple Programmes, in accordance with guidance published by the Office for Students and accessible via the Office for Students webpage (as may be updated or superseded from time to time).

7.6 HEE will seek assurance from the Education Provider that expectations to improve representation of the community is reflected in recruitment, education and training, and completion of Programmes.

7.7 The Education Provider must perform the Services in compliance with:

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(a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(b) any HEE equality and diversity policies, or other reasonable requirements relating to equality or diversity, communicated to it by HEE;

(c) the HRA as if it was a public authority for the purposes of that Act; and

(d) widening participation plans and targets developed for each profession.

8. HEE's responsibilities

8.1 HEE shall:

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

(b) appoint a regional manager for the Services, to work with the HEE Representative. Only the HEE Representative shall have the authority to contractually bind HEE on matters relating to the Services;

(c) arrange Contract Management Meetings in accordance with clause 26;

(d) arrange Review Meetings in accordance with clause 27;

(e) provide to the Provider in a timely manner all documents, information, items and materials in any form (whether owned by HEE 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;

(f) unless otherwise specified, 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;

(g) provide Funding in accordance with Schedule 2 on receipt of a valid invoice;

(h) ensure that the Provider has access to the HEE Quality Framework;

(i) 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 HEE;

(j) initiate the TPA and/or TPA-UGME process with parties as requested, or as required by HEE;

(k) 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

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(l) 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.

8.2 If the Provider's performance of its obligations under this contract is prevented or delayed by any act or omission of HEE, 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 HEE.

9. Tri-partite Agreement

9.1 Where requested to do so by HEE, the Provider shall enter into a Tri-partite Agreement, which will be either a TPA and/or TPA-UGME, with any parties nominated by HEE for the education and training of Learners.

9.2 The form of TPA and TPA-UGME is set out in Schedule 4.

10. Co-operation

10.1 The Provider shall co-operate with HEE to:

(a) where the Provider is providing Services relating to Medical Programmes, engage with the undergraduate medical liaison group which shall include representatives from HEE, the Provider, and other stakeholders to meet regularly to ensure cooperation between providers and to review any TPA on a bi-annual basis;

(b) provide learning experiences in partnership with other providers in regard to the provision of all Funded education and training and where directed by HEE;

(c) co-operate within the health economy and with all other providers in the Region; and

(d) partner with other providers in the form of the TPA and/or TPA-UGME and/or Placement Agreement, and not seek to implement additional unnecessary bureaucracy for Placements.

10.2 The Provider shall share any information relevant to the Services with the regional People Board and Healthcare System to inform workforce decision making at HEE's request or the request of the Healthcare System and/or People Board.

10.3 The Provider shall cooperate and work in partnership with other providers in the Region in order to:

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(a) address workforce priorities;

(b) promote equality and diversity; and

(c) address local health economy system needs.

10.4 The Provider shall co-operate and work in partnership with HEE in addressing workforce priorities, equality and diversity requirements, quality improvements, and local health economy system needs.

11. Staff

11.1 The Parties agree and acknowledge that the recruitment, retention and continuing professional and personal development of Staff that deliver and support the Services is essential to the successful development of the Learners and performance of this contract.

11.2 Where the Provider is a Placement Provider, the Provider shall ensure that it has sufficient, appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this contract.

11.3 The Provider shall ensure that their systems are used so that Staff provide Learners and/or Clinical Educators with:

(a) proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction;

(b) full and detailed appraisals (in terms of performance and on-going education and training); and

(c) professional leadership appropriate to the Services.

11.4 The Provider shall undertake reviews to ensure that the provisions of clause 11.3 are complied with throughout the Term.

11.5 As part of the review process referred to in clause 11.4 and clause 11.7, the Provider shall seek feedback from the Learners in line with any conditions of the Regulator, and co-operate with NETS.

11.6 The Provider shall ensure its Staff are able to access education and training (as may be required) to support the provision of the Services in accordance with this contract.

11.7 The Provider shall implement systems and procedures to ensure that its Staff are appropriately monitored, appraised and reviewed in relation to the provision

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of the Services and shall report an incident affecting any Learner immediately to HEE.

11.8 The Provider shall ensure that all Staff have all necessary permits and/or entitlements to work in England and may do so legally at all times when they are employed or engaged in the provision of Services.

11.9 The Provider shall be entirely responsible for the employment or the engagement and the conditions of service of all Staff including, without limitation, the payment of all remuneration and benefits.

11.10 The Provider shall ensure that its organisation promotes a culture of positivity and responsibility towards healthcare education and training.

11.11 At the request of HEE, the Provider must provide details of its workforce learning needs and Learner/training needs analysis along with a summary of Staff training provided and appraisals undertaken, to inform requirements of future healthcare education and workforce needs.

11.12 The Provider must cooperate with the Local Education and Training Boards incorporating the People Boards, the Healthcare System, and HEE in the manner and to the extent they request in planning the provision of, and in providing, education and training for healthcare workers, and must provide them with whatever information they request for such purposes. The Provider must have regard to the HEE Quality Framework and Regulator requirements.

11.13 If any Learners are members of the NHS Pension Scheme the Provider or Lead Employer must participate and must ensure that any Sub-Contractors participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Authority in accordance with Guidance.

11.14 The Provider must:

(a) ensure that all Staff meet the requirements of the Regulator at all times during the Term;

(b) appoint one or more Freedom To Speak Up Guardians to fulfil the role set out in and otherwise comply with the requirements of National Guardian's Office Guidance or alternatively identify from a partner provider who the Freedom To Speak Up Guardian is and ensure all Learners are made aware;

(c) if undertaking medical education appoint one or more Guardians of Safe Working to fulfill the role set out in and otherwise comply with the

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requirements of 2016 terms and conditions of service (TCS) for doctors in training, or identify from a partner provider who the Guardians of Safe Working is and ensure all Learners are aware;

(d) ensure that HEE is kept informed at all times of the person or persons holding the positions identified in clause 11.14(b) and (c);

(e) have in place, promote and operate (and must ensure that all Sub-Contractors have in place, promote, and operate) a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff and Learners have appropriate means through which they may speak up about any concerns they may have in relation to the Services; and

(f) ensure that nothing in any contract of employment, contract for services, student charter or student contract, or any other contract entered into by it or any Sub-Contractor with any member of Staff or Learner shall prevent or inhibit, or purport to prevent or inhibit, that member of Staff or Learner from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer or by any other organisation, nor from speaking up to any Regulator or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulator or professional body from time to time, nor prejudice any right of that member of Staff or Learner to make disclosures under the Employment Rights Act 1996.

12. Employed Learners

12.1 The Provider shall be responsible for ensuring that Employed Learners, employed by the Provider or a Lead Employer:

(a) are medically fit to be trained, including any screening, immunisations and vaccinations deemed necessary by programme standards set out by Applicable Laws and Guidance including applicable Department of Health and Social Care guidance;

(b) once selected, are subjected to all appropriate and customary Disclosure and Barring Service (including enhanced checks, DBS adult first checks and checks of the DBS “barred lists” where appropriate) and occupational health checks; and

(c) have identified if any reasonable adjustments are required for Employed Learners in undertaking education and training activities and have ensured that those reasonable adjustments have been made prior to that Employed Learner commencing a Placement.

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12.2 HEE, through the Region, shall be responsible for commissioning and quality managing the delivery of training and education to those postgraduate medical and dental Learners coming under the responsibilities of the Region as outlined in Schedule 1.

13. Non-Employed Learners

13.1 The Education Provider (or the Education Provider in partnership with the Placement Provider) shall ensure that they select Non-Employed Learners for training in accordance with the rules and standards as laid down by the relevant Regulator and relevant national policies (including but not limited to the NHS Employment Check Standards and counter fraud measures). This is to ensure that, prior to commencement of the appropriate Programme(s), Non-Employed Learners shall:

(a) possess at least the minimum entry requirements for the appropriate Programme(s) as required by the appropriate Regulator and the specific rules and standards of the Education Provider and that all education qualifications are checked and verified;

(b) be recruited in line with the NHS values as set out in the NHS constitution and within the requirements of Values Based Recruitment which can be found on the HEE webpage (as may be updated or superseded from time to time);

(c) have their references checked for accuracy and veracity;

(d) be subjected to occupational health screening and safeguarding screening;

(e) be subject to identity checks to a standard at least in accordance with Border Force guidance (and shall refuse to permit any individual who fails such checks to become a Non-Employed Learner);

(f) comply with the requirements of the Border Force in relation to immigration control;

(g) be subject to appropriate checks to confirm their eligibility to be accepted onto relevant Programmes in line with any relevant nationally recognised eligibility criteria where appropriate. HEE reserves the right to have access to evidence of Non-Employed Learner eligibility and identity as may be required;

(h) promptly provide original documentation as evidence to support the checks undertaken pursuant to this clause and provide all relevant documentation to the Provider throughout their training;

(i) have a completed and satisfactory Enhanced DBS & Barred List Check;

(j) have completed an appropriate risk assessment by the Provider; and

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(k) have all relevant immunisations and vaccinations required in order to be able to undertake duties in accordance with their training.

13.2 The Placement Provider shall recognise HEE's requirements of the Education Provider regarding the Disclosure and Barring Service and occupational health checks and shall not seek additional checks unless deemed reasonable, necessary and proportionate in the circumstances by the Placement Provider and which are communicated to the Education Provider in advance.

14. All Learners

14.1 Where the Provider is an NHS Trust or an NHS Foundation Trust, the Provider warrants that it has developed a plan to implement in full the NHS People Plan.

14.2 The Provider shall be responsible for ensuring all Learners have an appropriate induction into the organisation to meet its obligations as an employer. The Provider is committed to ensuring all new Staff including substantive, temporary or Learners are properly inducted into the organisation, the NHS Constitution and their department and their job. The process of induction is unequivocally linked to the Provider's values, and is a key part of patient safety. Induction should include health and safety requirements, risk assessments, and appropriate inductions to the place of work, rather than just corporate induction. Induction is aimed to create a framework in which all Staff and Learners, whether temporary or permanent, are effectively and appropriately introduced to the Provider's culture, environment and ways of working. The Provider shall continuously monitor the induction process to ensure the aims of the induction policy are met, and provide to HEE in a timely manner (if requested) logs of Learner inductions.

14.3 The Provider shall ensure that all relevant checks have been carried out in respect of Learners (whether by the Learner's employer or an Education Provider), either in line with a Placement Agreement or as contained within the TPA.

14.4 The Provider must ensure that appropriate processes are in place to ensure Learners self- disclose any relevant information at regular intervals throughout training. The costs of any additional Disclosure and Barring Service and occupational health checks required by the Placement Provider shall be the responsibility of the Placement Provider. The Placement Provider shall ensure that any such requirements for additional checks does not materially delay or inhibit the terms of this contract.

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14.5 The Provider must ensure that appropriate risk assessment processes are in place to ensure the protection, safety, and health and well-being of Learners and Service Users, and to ensure that all tasks undertaken by Learners are suitable and that appropriate equipment is provided.

14.6 Placement Providers must ensure that appropriate disposable personal protective equipment, in accordance with a risk assessment and which meets the same standards used for Staff, are available for Learners where required during their Placement on a Programme. Placement Providers have the responsibility for this under health and safety requirements, therefore are not permitted to request funding from HEE or the Education Provider for the provision of disposable personal protective equipment. Uniforms and clothing for Placements are to be negotiated in partnership with the Placement Provider and the Education Provider and included within a TPA. For the avoidance of doubt, HEE is not responsible for the funding or provision of uniforms and/or clothing for Placements.

14.7 Education Providers must ensure that appropriate disposable personal protective equipment, in accordance with a risk assessment, are available for Learners where required during on-campus learning or where the Education Provider offers its own placements. Education Providers have the responsibility for this in their Premises under health and safety requirements. For the avoidance of doubt, HEE and/or the Placement Provider are not responsible for the funding or provision of appropriate disposable personal protective equipment to Education Providers.

15. Premises and facilities

15.1 The Provider shall make available appropriate access to Premises and facilities to support Learners, undertaking any education/training pursuant to this contract, for bathroom facilities whilst undertaking education and training activity, and shall ensure access to appropriate clinical and non-clinical Learning Environments to allow Learners to complete their learning objectives including reasonable and appropriate access to facilities outside normal working hours for appropriate activities.

15.2 The Provider shall ensure that Learners undertaking any education and training have the same work and learning facilities and amenities as those available to its employees and/or its Employed Learners.

15.3 The Provider shall ensure that staff of Education Providers involved in the supervision, education and assessment of Learners undertaking any

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education/training at the Provider shall have access to all Programme settings and Learning Environments.

15.4 The Provider shall ensure that where facilities have been provided by HEE or other providers to support specific education and training, that education and training shall have priority in the use of those facilities and that HEE has access without charge to these facilities for the purposes of education and training. Facilities provided for a specific Programme must be used to support that Programme in the first instance.

15.5 The Provider shall undertake an assessment of the procedures in place for the use of equipment and activities to ensure that the requirements of Learners is met.

15.6 The Provider shall ensure that Learners receive any necessary training to enable them to use any equipment and to undertake activities safely.

15.7 The Provider shall consult with HEE, and where relevant their partner provider, on any significant changes to the use of Premises or activities which would impact upon the educational environment, affect the Learners' ability to meet the specified learning outcomes or in advance of the termination of the use of Premises or other facilities.

15.8 The Provider shall give HEE a minimum of 15 Business Days within which to express its views on any changes proposed in accordance with clause 15.7. HEE reserves the right to assess the impact of these changes upon the educational environment (taking into account the views of the Provider) and shall make a determination as a result acting reasonably at all times, but shall consider the impact of such proposed change on the Provider's compliance with the HEE Quality Framework, and where necessary will consult with the appropriate Regulator.

15.9 The Provider shall provide and maintain in a safe condition all equipment and facilities required for the provision of the Services.

15.10 The Provider shall ensure that all Premises, Learning Environments, facilities and equipment:

(a) are suitable for the performance of the Services;

(b) are accessible, safe, and secure;

(c) comply with any applicable Health and Safety Legislation, any other Applicable Law, Guidance, appropriate risk management clinical guidance,

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good healthcare practice and the requirements of any relevant Regulator; and

(d) are sufficient to enable the Services to be provided at all times and, in all respects, in accordance with this contract.

15.11 The Provider shall make available to Learners and Staff involved with any of the Programmes pursuant to this contract (in accordance with Schedule 1) proactive knowledge and library services and knowledge specialists as well as evidence resources, accessible through suitable technology and appropriate learning space.

15.12 The Provider will have in place access to free Wi-Fi and the necessary infrastructure to support access to evidence at the point of care and to technology enhanced learning accordance with Schedule 1.

15.13 The Provider shall ensure that Learners have access to appropriate technology and video conferencing for the purpose of undertaking education and training activity in connection with a Programme.

16. Funding

16.1 In consideration of the provision of the Services by the Provider, HEE shall pay the Funding to the Provider directly according to the scheme set out in Schedule 2, subject to the terms and conditions of this contract.

16.2 The Provider acknowledges that its receipt of the Funding is conditional on its compliance with the terms and conditions of this contract.

16.3 Where conditions are set out in Schedule 2 linking payments of Funding monies to specific activities or elements of the Services, or to the achievement of specific KPIs as set out in Schedule 3, no payment shall be made unless HEE is satisfied (acting reasonably) that those amounts are being allocated to the relevant activities or elements, or that relevant Milestones have been achieved.

16.4 HEE has the right to alter the Funding allocation to the Provider should the predicted or forecast numbers of Learners not be fulfilled to meet the requirements set out in Schedule 1.

16.5 HEE has the right to recover any difference in Funding to correspond with actual Learners, Placements, or unfilled Placements.

16.6 HEE requires the Provider to ensure financial transparency on the use of the Funding, and that the Funding is assigned to education and training, and not

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any other services. An itemised financial report of any and all Funding provided by HEE must be made available to HEE within 5 Business Days from HEE's request, from any authorised person or senior member of HEE.

16.7 HEE requires the Provider to comply with all quality stipulations in accordance with the HEE Quality Framework in order to be eligible to receive the Funding, and where appropriate, and at HEE's discretion, HEE shall support the Provider in meeting the Quality and Performance Requirements set out in Schedule 3.

16.8 HEE can reject any requests for additional Funding on grounds of affordability.

16.9 HEE can increase or decrease the placements or Learners at its discretion (and shall adjust the Funding accordingly) in accordance with the mechanism set out in Schedule 2.

16.10 HEE will ensure that the Funding provided in accordance with this contract is provided to the Provider at the earliest opportunity in accordance with the timescales set out in Schedule 2.

16.11 HEE will not fund consecutive training or salary support for Learners on different Programmes without a minimum of twelve (12) months employment in the NHS for the previously funded position unless this is part of a profession pathway development agreed in writing by HEE. Exceptional circumstances must be agreed by a National Director or Regional Director. This does not include placement tariff funding or workforce development funding which is agreed with HEE before education and training commences.

16.12 Providers should comply with clause 16.11 for their recruitment activities.

16.13 A condition of Funding is that HEE has direct access to Learners via email for the purposes of assuring the HEE Quality Framework and for Learners to undertake the National Education and Training Survey (NETS) from HEE. The National Education and Training Survey (NETS) is the only national survey open to all Learners across all clinical learning environments. The survey gathers opinions from students about their time in clinical placements, asking them to provide feedback on what worked well and what they think could be improved.

17. Repayment or recovery of the Funding

17.1 HEE may at its absolute discretion withhold, suspend, or require the Provider to repay, all or part of the Funding if found proven following an investigation by HEE of any of the following:

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(a) information disclosed by the Provider to HEE is materially inaccurate or misleading;

(b) HEE reasonably considers that delivery of the Services falls short of the standards required under this contract including in respect of the HEE Quality Framework and/or any Milestones;

(c) the Provider (or any of its Staff) acts dishonestly or negligently in connection with the Services or breaches any of its or their legal obligations in a way that could lead to reputational damage for HEE or the NHS;

(d) the Provider (or any of its Staff) commits a Prohibited Act;

(e) where the Provider receives duplicate Funding for the Services, either identified by the Provider or HEE (in which case, HEE's recovery shall be limited to a part of the Funding equivalent to the amount of duplicate Funding);

(f) the Provider applies any of the Funding in a manner not permitted under this contract;

(g) the Provider becomes unable, for any reason, to continue the Services substantially on the terms of Schedule 1, or HEE reasonably considers that this shall be the case;

(h) the Provider is subject to adverse findings, warning notices, interventions or other action from any Regulator;

(i) the Provider fails to commence, progress or complete the Services substantially in accordance with any timescales or Milestones contained in Schedule 1;

(j) the Provider is subject to an Insolvency Event or loses any Regulator's consent as necessary for the Services;

(k) 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;

(l) if any of the scenarios in clause 26 occur (subject to the maximum percentage of the Actual Monthly Value as set out in clause 26); or

(m) any non-compliance with any of the obligations contained in this contract, and in particular clause 16.6.

17.2 Where HEE requires repayment of any part of the Funding under this clause 17, the Provider must repay that amount in full within 20 Business Days of receipt of HEE's invoice requiring repayment.

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17.3 HEE's rights of withholding or recovery under this clause 17 are in addition to any other rights or remedies it may have.

18. Pre-training Checks

18.1 Subject to clause 18.3, before the Provider engages or employs any Staff in the provision of the Services, or in any activity related to or connected with, the provision of Services, or any Learner commences a Programme, the Provider must, and must ensure that any Sub-Contractor shall, at its own cost, comply with:

(a) NHS Employment Check Standards; and

(b) other checks as required by the DBS or which are to be undertaken in accordance with current and future national guidelines and policies.

18.2 The Provider shall share the results of the checks referred to in clause 18.1 with the relevant HEI (where applicable) and shall escalate any issues immediately with HEE.

18.3 Where the Provider is an Education Provider, before the Education Provider or any Sub-Contractor engages or employs any Staff in the provision of the Services, or in any activity related to or connected with, the provision of Services, or any Learner commences a Programme, the Provider must (and must ensure that any Sub-Contractor shall) at its own cost, comply with any checks as required by HEE.

18.4 The Education Provider shall share the results of the checks referred to in clause 18.3 with HEE and shall escalate any issues immediately with HEE.

18.5 The Provider or any Sub-Contractor may engage a person in an Enhanced DBS Position or a Standard DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of HEE and subject to any additional requirement of HEE for that engagement.

19. Mandatory Training

19.1 In accordance with the terms of a relevant TPA, Placement Providers shall work in partnership to agree and ensure Education Providers deliver appropriate and relevant mandatory training as agreed between the Placement Provider and the Education Provider, to Non-Employed Learners prior to the first Placement or Programme. This should be appropriate to deliver Non-Employed Learner and Service User safety. Should the Placement Provider require any additional mandatory training this shall be the responsibility of the Placement Provider and

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the costs of any additional training required by the Placement Provider, shall be the responsibility of the Placement Provider. The Placement Provider shall ensure that any such requirement for additional training does not materially delay or inhibit Non-Employed Learner progress.

19.2 Mandatory training for Employed Learners by the Placement Provider is the responsibility of the Placement Provider, unless agreed as part of a Programme with the Education Provider or where there is a Lead Employer in which case the Lead Employer will be responsible for mandatory training.

19.3 Mandatory training for Learners hosted by the Education Provider or for whom is classified as a Lead Employer, is the responsibility of the Education Provider.

19.4 The Placement Provider is responsible for ensuring that all Learners are aware of their individual obligations to comply with the policies of the Placement Provider in relation to health and safety, complaints and raising concerns as required by employees of the Placement Provider.

19.5 The Placement Provider must align local induction with the requirements outlined by Regulators and if necessary in the Doctors in Training 6 Principles, including the electronic transfer of Core Skills Training Framework competencies via ESR and the acceptance of these competencies to remove all unnecessary duplication of training; and

19.6 The Placement Provider must declare alignment and deliver statutory and mandatory training to the Core Skills Training Framework subjects to all Doctors in Training.

19.7 HEE will provide free access to E-Learning for health for all Staff and Learners. Providers are expected to promote and engage with E-Learning for health to all Staff and Learners.

19.8 The Placement Provider must record all mandatory training and make this transferable to all other NHS providers should a Learner or Staff member transfer to another provider. It is recommended that this is completed on ESR.

19.9 In the event that a Learner transfers in accordance with clause 19.8, the Provider must accept existing records of mandatory training and not insist on repeating such mandatory training for Learners or Staff unless the time period for keeping such records has lapsed.

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20. Exchange of Information between HEE and Provider

20.1 The Parties shall exchange information throughout the Term of this contract in accordance with Schedule 5 and 6.

20.2 Providers are expected to share information relating to all education and training activities with other providers as necessary for the ongoing continuation of Programmes.

21. Equality and Diversity

21.1 The Provider shall perform its obligations under this contract (including those in relation to the Quality and Performance Requirements) in accordance with:

(a) 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);

(b) the Provider's equality and diversity policy which must be consistent with HEE's equality and diversity policy available on the HEE website;

(c) any other requirements and instructions which HEE reasonably imposes in connection with any equality obligations imposed on HEE at any time under equality Applicable Law and/or Guidance; and

(d) take all necessary steps, and inform HEE 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).

21.2 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.

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

21.4 Where the Provider is an NHS Trust or an NHS Foundation Trust, the Provider shall implement EDS2 and WRES, working in partnership as per clause 21.5.

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

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22. Unlawful discrimination

22.1 The Provider shall ensure that in carrying out its obligations under this contract, it shall comply, and it shall procure that all employees or agents of the Provider and all Sub-contractors connected with the provision of the Services comply with the provisions of the Equality Act 2010 or any statutory modification or amendment made thereto from time to time or of any similar legislation which has been, or may be, enacted from time to time relating to discrimination in employment or discrimination in the delivery of public services.

22.2 The Provider shall ensure that it collects data, and shares this with HEE, in relation to all protected characteristics at each stage of a Learner's Programme, including but not limited to application, education and training, graduation and employment and demonstrate to HEE the comparison with the local demographic of the population in which the Provider serves.

22.3 Providers shall have due regard to the general public sector equality duty under section 149 of the Equality Act 2010.

22.4 The Provider shall at all times ensure that all Learners who are placed with them pursuant to this contract and such other individuals who are placed on placement with the Provider by other bodies (not being HEE), are treated equally, fairly and without discrimination, irrespective of whether such Learners are commissioned and /or funded by HEE or not.

23. Safeguarding

23.1 The Provider shall at all times:

(a) ensure that all Staff and Learners are subject to a valid enhanced disclosure check for regulated activity undertaken through DBS;

(b) monitor the level and validity of the checks under this clause 23 for Staff; and

(c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would present a risk to individuals.

23.2 The Provider warrants that it has no reason to believe that any Staff or Learners are barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under it, as amended from time to time.

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23.3 The Provider must immediately provide to HEE any relevant information reasonably requested by HEE to enable HEE to be satisfied that the obligations of this clause 23 have been met.

23.4 The Provider must refer to the DBS information about any person in respect of whom it declines or withdraws permission to be involved in the Services (or would have done so, if that person had not otherwise ceased to be involved) because, in its opinion, that person has harmed or poses a risk of harm to Service Users.

23.5 The Provider must comply with all Applicable Law and Guidance in relation to the safeguarding of children and adults.

23.6 The Provider should notify HEE, the Education Provider and/or the Placement Provider if any safeguarding issue is raised against a recipient of HEE funded education and training and/or results in suspension or exclusion from a Programme for a temporary or permanent period of time.

24. Authorised representatives

24.1 HEE's Representative and main point of contact for this contract shall be such person as is notified by HEE to the Provider from time to time. Such person shall be the formal point of contact between HEE and the Provider, shall participate in the Review Meetings referred to in clause 27 and shall have power to bind HEE as regards the matters which this contract contemplates shall be considered by them and the Provider's Representative. HEE shall keep the Provider notified of the identity of HEE's Representative.

24.2 The Provider shall identify a suitably qualified and senior employee of the Provider to be the Provider's Representative. The Provider's Representative shall be a person as is notified by the Provider to HEE from time to time. The Provider's Representative shall be employed by the Provider in connection with the provision of the Services. The Provider's Representative shall be the formal point of contact between the Provider and HEE and shall participate in the Review Meetings referred to in clause 27 and shall have power to bind the Provider as regards the matters which this contract contemplates shall be considered by them and HEE's Representative.

24.3 Each of the Provider and HEE shall nominate a contract management team(s) and shall procure that the members of such a contract management team(s) participate in review meetings relevant to their area of expertise.

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25. Quality and Performance Requirements

25.1 The Provider shall provide the Services, and meet and fully comply with the Quality and Performance Requirements in accordance with Schedule 3 and the HEE Quality Framework.

26. Contract Management

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

26.3 The Parties shall include on the agenda for each Review Meeting an opportunity for the Parties to discuss the ongoing performance of any TPA and any arising issues.

Contract Performance Notice

26.4 If HEE 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.

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

Contract Management Meeting

26.6 Unless the Contract Performance Notice has been withdrawn, HEE and the Provider must meet to discuss the Contract Performance Notice and any related issues within 10 Business Days following the date of the Contract Performance Notice.

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

(a) that the Contract Performance Notice is withdrawn; or

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(b) to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.

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

Joint Investigation

26.9 If a Joint Investigation is to be undertaken:

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

(b) HEE and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

26.10 On completion of a Joint Investigation, HEE 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:

(a) the Contract Performance Notice be withdrawn; or

(b) a Remedial Action Plan be agreed and implemented.

26.11 Either HEE or the Provider may require a Review Meeting to be held at short notice within 5 Business Days to consider a JI Report.

Remedial Action Plan

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

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

(b) 5 Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause 26.10(b),

as appropriate.

26.13 The Remedial Action Plan must set out:

(a) 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;

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(b) 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

(c) any agreed reasonable and proportionate financial sanctions or other consequences for any Party for failing to complete any agreed action and/or to achieve and maintain any agreed improvement (any financial sanctions applying to the Provider not to exceed in aggregate 20% of the Actual Monthly Value in any month in respect of any Remedial Action Plan).

26.14 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 HEE and the Provider for delivery of services the same or substantially the same as the Services.

26.15 The Provider and HEE 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.

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

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

Withholding Funding/Learners for Failure to Engage or Agree

26.18 If:

(a) either HEE or the Provider fails to attend a Contract Management Meeting within 20 Business Days following the date of the Contract Performance Notice to which it relates; or

(b) at a Contract Management Meeting HEE and the Provider fail to agree a course of action in accordance with clause 26.7 and subsequently fail to agree within 20 Business Days following the Contract Management Meeting the terms of reference and timescale for a Joint Investigation in accordance with clause 26.9; or

(c) on completion of a Joint Investigation, HEE and the Provider fail to agree a JI Report in accordance with clause 26.10 before the next Review Meeting; or

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(d) it has been agreed that a Remedial Action Plan is to be implemented, but the HEE and the Provider have not agreed a Remedial Action Plan within the relevant period specified in clause 26.10,

then, unless the Contract Performance Notice has been withdrawn, they must immediately and jointly notify the Governing Body of both the Provider and HEE accordingly (and if one Party refuses to do so, the other may do so on behalf of both Parties).

26.19 If, 10 Business Days after notifying the Governing Bodies, and due wholly or mainly to unreasonableness or failure to engage on the part of the Provider:

(a) HEE and the Provider have still not both attended a Contract Management Meeting; or

(b) HEE and the Provider have still not agreed either a course of action or the terms of reference and timescale for a Joint Investigation; or

(c) HEE and the Provider have still not agreed a JI Report; or

(d) HEE and the Provider have still not agreed a Remedial Action Plan,

as the case may be, HEE may withhold, a reasonable and proportionate sum up to 40% of the Actual Monthly Value or withhold Learners attending Premises for each further month that the particular failure to attend or agree, as referred to in clauses 26.19(a) – (d) continues.

26.20 HEE must pay the Provider any sums withheld under clause 26.19 within 10 Business Days of receiving the Provider's agreement to a Remedial Action Plan (or, if earlier, of the withdrawal of the relevant Contract Performance Notice).Those sums are to be paid without interest.

Implementation and Breach of Remedial Action Plan

26.21 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.

Exception Report

26.22 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 5 Business Days following receipt of notice requiring it to do so, the Provider or HEE (as the case may be) may issue an Exception Report:

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(a) to the relevant Party's chief executive and/or Governing Body; and/or

(b) (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.

Withholding of Funding at Exception Report for Breach of Remedial Action Plan

26.23 If the Provider fails to complete an action required of it, or to deliver the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan:

(a) (if the Remedial Action Plan does not itself provide for a withholding or other financial sanction in relation to that failure) HEE may, when issuing an Exception Report, withhold in respect of each action not completed or improvement not met, a reasonable and proportionate sum of up to 5% of the Actual Monthly Value, from the date of issuing the Exception Report and for each month the Provider's breach continues and/or the required improvement has not been achieved and maintained, subject to a maximum monthly withholding in relation to each Remedial Action Plan of 50% of the Actual Monthly Value; and

(b) HEE must pay the Provider any Funding withheld under clause 26.23(a) within 10 Business Days following HEE's confirmation that the breach of the Remedial Action Plan has been rectified and/or the required improvement has been achieved and maintained. No interest shall be payable on those sums.

Retention of Sums Withheld for Breach of Remedial Action Plan

26.24 If, 20 Business Days after an Exception Report has been issued under clause 26.22, the Provider remains in breach of a Remedial Action Plan, HEE may notify the Provider that any Funding withheld under clause 26.23(a) is to be retained permanently by HEE.

Unjustified Withholding or Retention of Funding

26.25 If HEE withholds sums under clause 26.18 or clause 26.23(a) or HEE retain sums under clause 26.24, and within 20 Business Days of the date of that withholding or retention the Provider produces evidence satisfactory to HEE that the relevant sums were withheld or retained unjustifiably, HEE must pay those sums to the Provider within 10 Business Days following the date of HEE's acceptance of that evidence, no interest shall be payable on these sums. If HEE does not accept the Provider's evidence the Provider may refer the matter to the dispute resolution procedure at clause 61.

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Retention of Funding Withheld on Expiry or Termination of this

Contract 26.26 If the Provider does not agree a Remedial Action Plan:

(a) within 6 months following the expiry of the relevant time period set out in clause 26.12; or

(b) before the Expiry Date or earlier termination of this contract,

whichever is the earlier, HEE may notify the Provider that any Funding withheld under clause 26.18 is to be retained permanently by HEE.

26.27 If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this contract, HEE may notify the Provider that any Funding withheld under clause 26.23(a) is to be retained permanently by HEE.

27. Review Meetings

27.1 Review Meetings are to take place bi-annually (twice per year) between HEE and the Provider, unless the following conditions are met:

(a) HEE is assured of the delivery of Services, and that it meets the conditions of this contract and the HEE Quality Framework, and all regulatory conditions, and that regular communication has taken place between Provider and HEE, in which case the Provider and HEE 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 HEE to the Provider; and

(b) The Provider submits a bi-annual return on their progress with the conditions of this contract, the contents of which are satisfactory to HEE.

27.2 HEE may, in its absolute discretion, continue with a Review Meeting even when the conditions in clause 27.1 are considered to be met, as part of good governance and accountability practice.

27.3 Extra-ordinary review meetings may be called by HEE or the Provider, giving 10 Business Days' written notice. In these circumstances the calling Party shall issue an agenda to the other Party within 5 Business Days of the meeting.

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

27.5 HEE 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

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Provider may request that an in person formal attendance Review Meeting proceeds setting out its justification to HEE in writing.

28. Decommissioning

28.1 HEE has the right to decommission Services without prejudice to the Provider on the grounds of quality, reconfiguration or workforce requirement alterations by submitting to the Provider a notice of variation which shall take unilateral effect on the date specified in the variation. This notice will take into account the Healthcare System, Learners and Service needs, with appropriate action to be taken by HEE.

29. Intellectual property rights

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

29.2 The Provider confirms and agrees that 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 HEE.

29.3 The Provider hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such Provider Outputs, Services, materials and other outputs to HEE.

29.4 The Provider shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such Provider Outputs, Services, materials and other outputs to the Provider to give effect to clause 29.3 and that such Staff absolutely and irrevocably waive their moral rights in relation to such Provider Outputs, Services, materials and other outputs.

29.5 This clause 29 shall continue notwithstanding the expiry or earlier termination of this contract.

29.6 The Provider is hereby granted a non-exclusive, non-transferable, royalty-free, non-sublicensable right and license to use all Intellectual Property Rights assigned pursuant to clause 29.3 for academic and research purposes, including research involving projects funded by third parties, provided that no third party shall gain any rights in or to such Intellectual Property Rights.

29.7 For the avoidance of doubt, the Provider is not granted permission to use any Intellectual Property Rights licenced to it in accordance with clause 29.6 for commercial gain.

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

29.9 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 Programmes, 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.

29.10 The Provider:

(a) warrants that the receipt, use and onward supply of the Services and the Provider Outputs by the Provider shall not infringe the rights, including any Intellectual Property Rights, of any third party;

(b) shall indemnify HEE in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HEE arising out of or in connection with any claim brought against HEE for actual or alleged infringement of a third Party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Services and the Provider Outputs; and

(c) shall not be in breach of the warranty at clause 29.10(a), and HEE shall have no claim under the indemnity at clause 29.10(b), to the extent the infringement arises from:

(i) the use of HEE Materials in the development of, or the inclusion of HEE Materials in any Provider Output;

(ii) any modification of the Provider Outputs or Services, other than by or on behalf of the Provider; and

(iii) compliance with HEE's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Provider shall notify HEE if it knows or suspects that compliance with such specification or instruction may result in infringement.

29.11 HEE:

(a) warrants that the receipt and use of HEE Materials in the performance of this contract by the Provider, its agents, subcontractors or consultants shall not

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infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify the Provider in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Provider arising out of or in connection with any claim brought against the Provider, its agents, subcontractors or consultants for actual or alleged infringement of a third Party's Intellectual Property Rights to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this contract of HEE Materials.

29.12 If either Party (the **Indemnifying Party**) is required to indemnify the other Party (the **Indemnified Party**) under this clause 29, the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 29.10(b) or clause 29.11(b) (as applicable) (**IPRs Claim**);

(b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

(c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Provider of the Indemnified Party's costs so incurred; and

(d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

30. Compliance with laws and policies

30.1 In performing its obligations under this contract, the Provider shall comply with:

(a) the Applicable Laws;

(b) Guidance; and

(c) any guidance or direction issued by the Regulator.

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30.2 Changes to the Services required as a result of changes to Applicable Laws or Guidance shall be agreed via the National Variation procedure set out in clause 47.

31. Compliance with Working Time Regulations

31.1 The Provider shall ensure that the hours of work of Learners meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, Learners bringing this to the attention of the Provider shall be given the opportunity to enter into an opt-out agreement. The Provider is expected to support flexible working in line with the NHS 'Improving Working Lives' standard.

31.2 Without prejudice to clause 32, the Parties shall co-operate and assist one another so as to enable them to meet their obligations under the FOIA and the EIRs or any successor legislation.

32. FOIA

32.1 Where a Party receives a request for information (the "**Disclosing Party**") that is held on behalf of the Disclosing Party by the other Party then such cooperation shall include without limitation the provision of the requested information to the Disclosing Party by the other Party within a reasonable time-scale to enable the Disclosing Party to comply with the request for information within the timescales required by FOIA and/or the EIRs.

32.2 Where a Party (the "**Disclosing Party**") receives a written request for information which is covered by FOIA and/or the EIRs and which relates to the other Party's Confidential Information (the "**Requested Information**") the Parties shall comply with the procedure set out in clauses 32.2(a) to 32.2(f):

(a) subject to clause 32.2(d), the Disclosing Party shall before making any disclosure of the Requested Information and as soon as reasonably practicable after receiving an FOIA or EIRs request notify the other Party of the receipt of such request and of the nature and extent of the information covered by the request;

(b) following notification under clause 32.2(a), the other Party may make representations in writing to the Disclosing Party as to whether and on what basis the Requested Information is covered by any exemption in the FOIA or EIRs and should not therefore be disclosed, including where relevant any representations as to the balance of the public interests in disclosure and non-disclosure. Such representations shall be provided to the Disclosing Party no later than five (5) working days following the notification under

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clause 32.2(a) and any representations received after this time shall not be taken into account by the Disclosing Party;

(c) the Disclosing Party shall reasonably consider any representations and recommendations made by the other Party under clause 32.2(b) before reaching a decision on whether it must and will disclose the Requested Information. However, the Parties acknowledge that in all cases it is for the Disclosing Party (having full regard to any guidance or codes of practice issued by the Information Commissioner or by a relevant Government Department) to determine whether it is obliged to disclose the Requested Information under FOIA and EIRs including where the public interest lies in relation to disclosure;

(d) notwithstanding clause 32.2(a) the Disclosing Party shall not notify the other Party under clause 32.2(a) where the Disclosing Party has already decided that it does not intend to disclose the Requested Information because FOIA or EIRs does not apply to the request or an exemption under FOIA and the EIRs can be applied;

(e) if the Disclosing Party takes a decision to disclose the Requested Information, it shall notify the other Party of this decision not less than 24 hours in advance of the disclosure being made; and

(f) for the avoidance of doubt references to the Requested Information under this clause 32.2 shall include both queries as to whether the other Party's Confidential Information exists and requests for the disclosure of the other Party's Confidential Information.

32.3 Save as set out in this clause, the terms of this contract are not confidential, but neither Party shall make any announcement that is calculated to or that does harm the reputation or legitimate interest of the other. This clause shall not prevent either Party from making comments in good faith on a matter of public interest, or from making disclosures required by FOIA, EIRs or any other legislative or regulatory requirement.

33. Data protection

33.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 33 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

33.2 The Parties acknowledge that where the Provider acts as data processor on behalf of HEE, Schedule 5 shall determine the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject. When acting as processor, the Provider shall:

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(a) process that personal data only on the documented written instructions of HEE unless the Provider is required by Applicable Law and/or Guidance to otherwise process that personal data. Where the Provider is relying on Applicable Law as the basis for processing personal data, the Provider shall promptly notify HEE of this before performing the processing required by the Applicable Law and/or Guidance unless the Applicable Law and/or Guidance prohibits the Provider from so notifying HEE;

(b) at the written direction of HEE, delete or return personal data and copies thereof to HEE on termination of the contract unless required by Applicable Law and/or Guidance to store the personal data; and

(c) maintain complete and accurate records and information to demonstrate its compliance with this clause 33 and allow for audits by HEE or HEE's designated auditor and immediately inform HEE if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.

33.3 Where both Parties are data controllers in respect of personal data processed for the purposes of this contract, they shall document their respective rights and responsibilities in respect of such data based on the model data sharing agreement at Schedule 6.

33.4 Without prejudice to the generality of clause 33.1, HEE shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Provider for the duration and purposes of this contract.

33.5 Without prejudice to the generality of clause 33.1, the Provider shall, in relation to any personal data processed in connection with the performance by the Provider of its obligations under this contract:

(a) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by HEE, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

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(b) without prejudice to clause 34, ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(c) not transfer any personal data outside of the United Kingdom unless the prior written consent of HEE has been obtained and the following conditions are fulfilled:

(i) HEE or the Provider has provided appropriate safeguards in relation to the transfer;

(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; and

(iv) the Provider complies with reasonable instructions notified to it in advance by HEE with respect to the processing of the personal data,

(d) assist HEE in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and

(e) notify HEE without undue delay on becoming aware of a personal data breach.

33.6 The Provider must obtain the prior written consent of HEE, such consent not to be unreasonably withheld or delayed, prior to appointing an Affiliate or any third party as a processor of Personal Data under this contract.

34. Confidentiality

34.1 Except as this contract otherwise provides, Confidential Information is owned by the disclosing Party and the receiving Party has no right to use it.

34.2 Subject to clause 34.3 and clause 34.4 the receiving Party agrees:

(a) to use the disclosing Party's Confidential Information only in connection with the receiving Party's performance under this Contract;

(b) not to disclose the disclosing Party's Confidential Information to any third Party or to use it to the detriment of the disclosing Party; and

(c) to maintain the confidentiality of the disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the disclosing Party.

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34.3 The receiving Party may disclose the disclosing Party's Confidential Information:

(a) in connection with any Dispute;

(b) in connection with any litigation between the Parties;

(c) to comply with Applicable Laws and Guidance;

(d) to any appropriate Regulator;

(e) to its staff, who in respect of that Confidential Information shall be under a duty no less onerous than the receiving Party's duty under clause 34.2;

(f) to NHS Bodies for the purposes of carrying out their duties;

(g) as permitted under or as may be required to give effect to clause 26;

(h) as permitted under any other express arrangement or other provision of this contract.

34.4 The obligations in clause 34.1 and clause 34.2 shall not apply to any Confidential Information which:

(a) is in or comes into the public domain other than by breach of this contract;

(b) the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or

(c) the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.

34.5 Subject to clause 4, the disclosing Party does not warrant the accuracy or completeness of the Confidential Information.

34.6 The receiving Party must indemnify the disclosing Party and keep the disclosing Party indemnified against Losses and indirect losses suffered or incurred by the disclosing Party as a result of any breach of this clause 34.

34.7 The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause 34 by the receiving Party, and in addition to any right to damages the disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 34.

34.8 This clause 34 shall survive the expiry or the termination of this contract for a period of 5 years.

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34.9 This clause 34 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

35. Insurance

35.1 Without prejudice to its obligations to HEE 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**").

35.2 During the Term and for a period of six 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:

(a) public liability insurance with a limit of at least £2,000,000 a claim;

(b) professional indemnity insurance (which for the avoidance of doubt, shall include cover for any clinical malpractice) with a limit of at least £5,000,000 for claims arising from a single event or series of related events in a single calendar year;

(c) employer's liability insurance with a limit of at least £5,000,000 for claims arising from a single event or series of related events in a single calendar year; and

(d) 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 £10,000,000 for claims arising from a single event or series of related events in a single calendar year.

35.3 The Provider confirms that the insurance taken out in accordance with this clause 35 adequately covers any losses caused by injury or death to persons (including Learners) arising from the Services including as a result of any notifiable infectious diseases as listed under the Health Protection (Notification) Regulations 2010, including, but not limited to, COVID-19.

35.4 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 HEE's reasonable requests in connection with the Provider's duties in relation to the Learners.

35.5 The Provider shall agree with HEE the specific duties and obligations of such persons as regards Learner supervision and patient care as appropriate. For the purposes of this clause 35 and in performing the Services, the Provider agrees to be deemed to be the employer of the Learner whilst undertaking a

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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.

35.6 At the commencement of this contract and from time to time thereafter at the reasonable request of HEE or the HEE Representative, the Provider shall produce evidence of the insurances obtained and maintained in accordance with this clause 35 to HEE.

36. Liability

36.1 The Provider is responsible for all liability in relation to Learners undertaking activity within the Premises regardless of the Learners' duties on the Premises.

36.2 Where the Provider provides continuing professional and personal development, it shall be liable for any action of all Learners relating to that continuing professional and personal development.

36.3 In performing the Services, the Provider is deemed to be the employer of the Learner whilst undertaking a Programme. This is for the purposes of the appropriate indemnity being provided and not for the purposes of employment law. HEE shall use reasonable endeavours to communicate to the Provider any national agreement, policy, or Guidance issued by Government, parliament or any Contracting Authority from time to time which may impact on this contract (and/or specifically this clause 36). The Parties agree to comply with any such national agreement, policy or Guidance.

36.4 HEE together with the Provider shall arrange that any employees, servants or agents of HEE who shall work alongside and supervise Learners during a Programme shall be treated as secondees, and contracted accordingly, to the Provider for the purposes of training and instructing Learners and the Provider shall indemnify HEE against any costs, claims or liabilities which may arise from the negligent acts or omissions of those persons save only to the extent caused (or contributed to) by any act or omission or breach of contract by HEE.

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

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

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

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

(d) any Losses of the Provider that that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this contract except 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, the Provider, any Sub-Contractor, their Staff or agents; or

(e) 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 HEE.

37. Limitation of liability

37.1 Subject to clause 37.2 and clause 37.4, the limit of the Provider's liability to HEE under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty percent (120%) of the total Funding paid or payable by HEE to the Provider for the Services for all occurrences or series of occurrences in any year of the Term.

37.2 If the total Funding paid or payable by HEE to the Provider over the Term:

(a) is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at clause 37.1 shall be replaced with one million pounds (£1,000,000);

(b) is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at clause 37.1 shall be replaced with three million pounds (£3,000,000);

(c) is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at clause 37.1 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty percent

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(120%) at clause 37.1 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

(d) is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at clause 37.1 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty percent (120%) at clause 37.1 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

37.3 Subject to clause 37.4, HEE's total liability to the Provider for any and all claims arising under this contract shall be limited to the total Funding.

37.4 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.

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

37.6 HEE 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 HEE indemnified against any 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.

38. Termination

38.1 Without affecting any other right or remedy available to it, HEE 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 subject to clause 38.6. HEE will consider the impact on the Provider and the Healthcare System in making the decisions for termination on three 3 months, and share this decision publicly.

38.2 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 HEE and providing twelve 12 months' notice in writing. In partnership with the Provider and at the discretion of HEE this notice period may be reduced where it is reasonable to HEE to do so, provided that twelve 12 months' notice has been provided.

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38.3 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:

(a) 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 20 Business Days after being notified in writing to do so;

(b) 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;

(c) 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;

(d) 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;

(e) 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

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

38.4 For the purposes of clause 38.3(a) **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:

(a) a substantial portion of this contract; or

(b) 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.

38.5 Without affecting any other right or remedy available to it, the Provider may terminate this contract with immediate effect by giving written notice to HEE if HEE fails to pay any amount due under this contract on the due date for payment and remains in default not less than 40 Business Days after being notified in writing to make such payment.

38.6 If following termination (whether partial or full termination) for any reason under this clause 38 there are any Learners remaining with the Provider, HEE may

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direct that this contract shall remain in full force and effect in relation to such Learners and such Programmes only until such Programmes have been completed.

38.7 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.

39. Obligations on termination and survival

39.1 Obligations on termination or expiry

On termination or expiry of this contract:

(a) HEE shall immediately pay to the Provider all of the Provider's outstanding unpaid invoices without interest and, in respect of the Services supplied but for which no invoice has been submitted, the Provider may submit an invoice, which shall be payable immediately on receipt; and

(b) the Provider and/or HEE shall on request return any of HEE Materials not used up in the provision of the Services.

39.2 Where HEE terminates under clause 39.1, it may not (unless otherwise entitled to do so under clause 17):

(a) recover any Funding monies already paid to the Provider; or

(b) withhold any Funding monies otherwise due to be paid to the Provider before the end of the notice period,

(c) but HEE shall have no liability to pay the Provider any further sums in relation to the Funding.

39.3 Any rights or obligations under this contract which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this contract (including all indemnities and any obligations relating to use of unspent amounts of the Funding) shall continue after expiry or termination.

39.4 **Survival**

(a) On termination or expiry of this contract, the following clauses shall continue in force: clause 1, clause 29, clause 35, clause 388, clause 49, clause 51, clause 62, clause 63 and clause 64.

(b) Termination or expiry of this contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

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breach of the contract which existed at or before the date of termination or expiry.

40. Publicity and NHS Branding

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

40.2 **If** HEE 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 HEE and the Provider must comply with the NHS Branding Guidelines.

40.3 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.

41. Force majeure

41.1 **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:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) 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;

(c) nuclear, chemical or biological contamination or sonic boom;

(d) 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;

(e) collapse of buildings, fire, explosion or accident;

(f) any labour or trade dispute, strikes, industrial action or lockouts;

(g) non-performance by Providers or Sub-contractors and interruption or failure of utility service.

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41.2 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 HEE to comply with any national guidance issued in these circumstances.

41.3 Provided it has complied with clause 41.5, 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.

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

41.5 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event [but no later than 5 Business Days from its start], notify HEE 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

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

41.6 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.

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

42. Assignment, sub-contracting, and other dealings

42.1 HEE may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner any or all of its rights and obligations under this contract to any third party, provided that it gives prior written notice of such subcontract or delegation to the Provider.

42.2 The Provider may with the permission of HEE (provided that the Provider gives prior written notice of such dealing to HEE) or at the direction of HEE assign,

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transfer, sub-contract, or deal in any other manner with any or all of its rights and obligations under this contract.

42.3 HEE may at its absolute discretion require the Provider to work collaboratively with another provider and/or enter into a TPA in order to deal with any of the Provider's rights and obligations under this contract.

42.4 Sub-contracting any part of this contract will not relieve the Provider of any of its obligations or duties under this contract. The Provider will be responsible for the performance of and will be liable to HEE for the acts and/or omissions of all Sub-Contractors as though they were its own.

42.5 Any positive obligation or duty on the part of the Provider under this contract includes an obligation or duty to ensure that all Sub-Contractors comply with that positive obligation or duty. Any negative duty or obligation on the part of the Provider under this contract includes an obligation or duty to ensure that all Sub-Contractors comply with that negative obligation or duty.

42.6 If the Provider enters into a Sub-Contract it must ensure that the Sub-Contractor does not further sub-contract its obligations under the Sub-contract without the approval of HEE.

42.7 The Provider will remain responsible for the performance and will be liable to HEE for the acts and omissions of any third party to which the Provider assigns or transfers any obligation or duty under this contract, unless and until the terms of that assignment, or transfer have been accepted by the third party so that the third party is liable to HEE for its acts and omissions.

43. Replacement of Sub-Contractors

43.1 If HEE is entitled to terminate this contract in accordance with clause 38, wholly or partly in connection with any Sub-Contract or as a result of any act or omission on the part of a Sub-Contractor, HEE may (without prejudice to any other rights HEE may have in relation to that event) by serving written notice upon the Provider, require the Provider to remove or replace the relevant Sub-Contractor within:

(a) 5 Business Days; or

(b) whatever period may be reasonably specified by HEE (taking into account any factors which HEE considers relevant in its absolute discretion, including the interests of Service Users and the need for the continuity of Services),

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and the Provider must remove or replace the relevant Sub-Contractor (as required) within the period specified in that notice.

44. Governance, Transaction Records and Audit

44.1 The Placement Provider must comply with regulation 17 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014.

44.2 The Provider must comply with all reasonable written requests made by any relevant Regulator (or its authorised representatives), or HEE for entry to the Premises and/or the Learning Environment and/or the premises of any Sub-Contractor for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services.

44.3 Subject to Applicable Law and Guidance, an HEE Representative (or another person who HEE may nominate) may enter the Provider's Premises and/or the Learning Environment and/or the premises of any Sub-Contractor without notice for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services. During those visits, subject to Applicable Law, Guidance, and Good Practice (also taking into consideration the nature of the Services and the effect of the visit on Services Users), the Provider must not restrict access and shall give all reasonable assistance and provide all reasonable facilities.

44.4 Within 10 Business Days following HEE's reasonable request, the Provider must send HEE the results of any audit, evaluation, inspection, investigation or research in relation to the Services, the Learning Environment or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with Applicable Law and Guidance.

45. Suspension

45.1 If a Suspension Event occurs HEE:

(a) may by written notice to the Provider require the Provider with immediate effect to suspend the provision of any affected Service, or the provision of any affected Service from any part of the Learning Environment, until the Provider demonstrates to the reasonable satisfaction of HEE that it is able to and shall provide the suspended Service to the required standard; and

(b) must promptly notify any appropriate Regulator of that

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45.2 If and when HEE is reasonably satisfied that the Provider is able to and shall provide the suspended Service to the required standard, it must by written notice require the Provider to restore the provision of the suspended Service.

45.3 The Provider must continue to comply with any steps that HEE may reasonably specify in order to remedy a Suspension Event, even if the matter has been referred to the dispute resolution procedure at clause 62.

46. Consequence of Suspension

46.1 During the suspension of any Service under clause 45.1, the Provider shall not be entitled to receive any Funding for the suspended Service except in respect of:

(a) all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with clause 45.1(a); and/or

(b) all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with the notice served under clause 45.1(a).

46.2 Unless suspension occurs as a result of an Event of Force Majeure, the Provider shall indemnify HEE in respect of any Losses reasonably incurred by them in respect of a suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service from an alternative provider).

46.3 The Parties must use all reasonable endeavours to minimise any inconvenience to Learners as a result of the suspension of the Service.

46.4 While any Service is suspended HEE must use reasonable efforts to ensure that no further Learners are referred to the Provider for that Service.

46.5 While any Service is suspended the Provider must:

(a) not accept any further referrals of Learners for that Service;

(b) at its own cost co-operate fully with HEE and any interim or successor provider of that Service in order to ensure continuity and smooth transfer of the suspended Service and to avoid any inconvenience to Learners, or to or risk to the health and safety of Service Users, including:

(i) promptly providing all reasonable assistance and all information necessary to effect an orderly assumption of that Service by any interim or successor provider; and

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(ii) delivering to HEE all materials, papers, documents and operating manuals owned by HEE and used by the Provider in the provision of that Service.

46.6 As part of its compliance with clause 46.5 the Provider may be required by HEE to agree a transition plan with HEE and any interim or successor provider.

47. Variation

National Variation

47.1 HEE may propose changes to the scope or execution of the Services arising from a change in Applicable Laws and Guidance but no proposed changes shall come into effect until a **National Variation** has been issued by HEE. A National Variation shall be a document setting out the proposed changes and the effect that those changes shall have on:

(a) the Services;

(b) the Funding;

(c) the Quality and Performance Requirements; and

(d) any of the terms of this contract.

47.2 The Parties acknowledge that any National Variation may be mandated by HEE, in which case the National Variation shall be deemed to have taken effect on the date that HEE mandates the National Variation.

47.3 If the Provider refuses to accept a National Variation, HEE may terminate this contract by giving the Provider not less than 3 months' written notice following the issue of a notice that that National Variation is refused.

Variation

47.4 If the Provider wishes to make a change to the Services:

(a) it shall notify HEE and provide as much detail as HEE reasonably requires of the proposed changes, including the timing of the proposed changes; and

(b) HEE shall, as soon as reasonably practicable after receiving the information at clause 47.4(a), shall present the request to the national governing panel for the NHS Education Contract.

(c) All decisions made to the NHS Education Contract governing panel shall be applied nationally to all providers either as a National Variation, or as a new edition of the NHS Education Contract.

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47.5 If HEE wishes to make a change other than a National Variation, any such change shall be agreed in writing by HEE and the Provider. It is acknowledged that any such agreed changes shall be applied nationally to all providers.

47.6 Each Party shall bear its own costs in relation to compliance with this clause.

47.7 HEE may reject a request for a change from the Provider pursuant to clause 47.4 if, following a request for change, HEE reasonably believes that the proposed change would:

(a) materially or adversely affect the risks to the health and safety of any person; or

(b) require the contract to be delivered in a way that infringes any law; or

(c) would not meet the needs of HEE.

48. Advertisements and marketing

48.1 Unless otherwise agreed by HEE, 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 HEE in writing. For the avoidance of doubt, the provisions of this clause 48 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.

49. Waiver

49.1 A waiver of any right or remedy under this contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

49.2 A failure or delay by a Party to exercise any right or remedy provided under this contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

49.3 A Party that waives a right or remedy provided under this contract or by law in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

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50. Rights and remedies

The rights and remedies provided under this contract are in addition to, and not exclusive of, any rights or remedies provided by law.

51. Severance

51.1 If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this contract.

51.2 If any provision or part-provision of this contract is deemed deleted under clause 51.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

52. Entire agreement

52.1 This contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

52.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

53. Conflict

If there is an inconsistency between any of the provisions of the main body of this contract and the provisions of the Schedules, the provisions of the main body of this contract shall prevail.

54. No partnership or agency

54.1 Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

54.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

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55. Third party rights

55.1 Unless it expressly states otherwise, this contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

55.2 The rights of the Parties to rescind or vary this contract are not subject to the consent of any other person.

56. Notices

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

(a) 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); or

(b) sent by email to the address specified at the beginning of this contract.

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

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) 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

(c) 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.

56.3 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.

57. Change in Control

57.1 The Provider must:

(a) as soon as possible on, and in any event within 5 Business Days following, a Provider Change in Control; and/or

(b) immediately on becoming aware of a Material Sub-Contractor Change in Control,

notify HEE of that Change in Control.

57.2 Where there is a Change in Control, the Provider must notify HEE of any intention or proposal to make a consequential change to its operations, which would or

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would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this contract.

57.3 If (and subject always to clause 57.2), the Provider does not notify HEE of an intention or proposal to sell or otherwise dispose of any legal or beneficial interest in the Premises as a result of or in connection with the Change in Control then, unless HEE provides its written consent to the relevant action, the Provider must:

(a) ensure that there is no such sale or other disposal which would or would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this contract; and

(b) continue providing the Services from the Premises,

in each case for at least 12 months following the date of that Change in Control Notification.

57.4 The Provider must supply (and must use its reasonable endeavours to procure that the relevant Material Sub-Contractor supplies) to HEE, whatever further information relating to the Change in Control HEE may reasonably request.

57.5 The Provider must use its reasonable endeavours to ensure that the terms of its contract with any Material Sub-Contractor include a provision obliging the Material Sub-Contractor to inform the Provider in writing on, and in any event within 5 Business Days following, a Material Sub-Contractor Change in Control in respect of that Material Sub-Contractor.

57.6 If:

(a) there is a Material Sub-Contractor Change in Control; and

(b) following consideration of the information provided to HEE, HEE reasonably concludes that, as a result of that Material Sub-Contractor Change in Control, there is (or is likely to be) an adverse effect on the ability of the Provider and/or the Material Sub-Contractor to provide Services in accordance with this contract (and, in reaching that conclusion, HEE may consider any factor, in its absolute discretion, that it considers relevant to the provision of Services),

then:

(c) HEE may, by serving a written notice upon the Provider, require the Provider to replace the relevant Material Sub-Contractor within 10 Business Days (or other period reasonably specified by HEE taking into account the interests of Service Users and the need for the continuity of Services); and

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(d) the Provider must replace the relevant Material Sub-Contractor within the period specified under clause 43.1.

57.7 Nothing in this clause 57 shall prevent or restrict the Provider from discussing with HEE a proposed Change in Control before it occurs. In those circumstances, all and any information provided to or received by HEE in relation to that proposed Change in Control shall be Confidential Information.

57.8 Subject to Applicable Law and Guidance and to the extent reasonable the Parties must co-operate in any public announcements arising out of a Change in Control.

58. Prohibited Acts

58.1 The Provider must not commit any Prohibited Act.

58.2 If the Provider or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act in relation to this contract with or without the knowledge of HEE, HEE shall be entitled:

(a) to exercise its right to terminate under clause 38 and to recover from the Provider the amount of any loss resulting from the termination; and

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

(c) to recover from the Provider any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

59. Conflicts of Interest

59.1 If a Party becomes aware of any actual, potential or perceived conflict of interest which is likely to affect another Party's decision (that Party acting reasonably) whether or not to contract or continue to contract substantially on the terms of this contract, the Party aware of the conflict must immediately declare it to the other. The other Party may then, without affecting any other right it may have under Applicable Law and Guidance, take whatever action under this contract as it deems necessary.

59.2 The Provider must and must ensure that, in delivering the Services, all Staff comply with Applicable Law, with Managing Conflicts of Interest in the NHS and other Guidance, and with Good Practice, in relation to gifts, hospitality and other inducements and actual or potential conflicts of interest.

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60. Counterparts

60.1 This contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.

60.2 Transmission of an executed counterpart of this contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this contract. If this method of transmission is adopted, without prejudice to the validity of the contract thus made, each Party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

60.3 No counterpart shall be effective until each Party has executed at least one counterpart.

61. Costs and Expenses

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

62. Multi-tiered dispute resolution procedure

62.1 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:

(a) 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 HEE Representative and the Provider Representative shall attempt in good faith to resolve the Dispute;

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

(c) if the Regional Director of HEE and the senior director of the Provider are for any reason unable to resolve the Dispute within 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

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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 30 days after the date of the ADR notice.

62.2 No Party may commence any court proceedings under clause 64 (Jurisdiction) (in relation to the whole or part of the Dispute until 30 Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

62.3 If the Dispute is not resolved within 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 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 64 (Jurisdiction).

63. Governing law

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

64. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

This contract has been entered into on the date stated at the beginning of it.

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SCHEDULE ONE – SERVICES

The Services outlined below are to inform the Provider of their obligations in relation to the NHS Education Contract.

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1 MANAGER OF SERVICES

1.1 The nominated contract manager from HEE shall be [ADD NAME HERE] Regional Education Programme Lead North West

1.2 The nominated contract manager from the Provider shall be ADD NAME [redacted]

1.3 The name of the Providers board member responsible shall be [redacted] ROLE] Mrs

2 INTRODUCTION

2.1 Education Providers are required to ensure suitable Placement opportunities are available for Learners. Accordingly, they shall work collaboratively with Placement Providers to agree Placements and shall enter into a Placement Agreement with the Placement Provider, as identified in Schedule 4 -Tri-Partite Agreements.

2.2 Where the Placement Provider receives Learners from more than one Education Provider, they shall enter into separate Placement Agreements with each Education Provider. In the same way, each Education Provider shall enter into a separate Placement Agreement with each Placement Provider that receives their Learners.

2.3 The Placement Provider shall, in consultation with the relevant Education Providers, use reasonable endeavours to provide sufficient Placements to support the agreed numbers of Learners. Confirmation of the numbers that each Placement provider can support shall be in a form reviewed and agreed from time to time between the Placement Provider, Education Providers and HEE.

3 PRE-REGISTRATION CLINICAL PLACEMENTS (CLINICAL)

3.1 The Department of Health and Social Care has an education and training tariff for clinical placements, identified in the tariff as clinical placements, and is shown in Schedule 2 – Funding.

3.2 The intended purpose of the tariffs is to support education, improve the quality of Placement provision and all Placement Providers will be expected to meet the HEE Quality Framework in Schedule 3.

4 MILESTONES

4.1 The Milestones for delivery of the Services are as follows:

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Timescales	Milestone
Quarter One 21/22	
Quarter Two 21/22	
Quarter Three 21/22	
Quarter Four 21/22	
Quarter One 22/23	
Quarter Two 22/23	
Quarter Three 22/23	
Quarter Four 22/23	
Quarter One 23/24	
Quarter Two 23/24	
Quarter Three 23/24	
Quarter Four 23/24	

5 FACILITATION AND ASSESSMENT OF PRACTICE LEARNING - ALL LEARNERS

5.1 Placement Providers should make available suitable Staff to participate in the moderation of the Placement assessments where requested by the Education Provider subject to reasonable advance notice periods.

5.2 Placement Providers should ensure that all Learners have access to appropriately qualified and up to date educators/supervisors in line with professional body and Education Provider requirements who can provide an appropriate level of support, supervision and assessment of competency.

5.3 Ensure that Learners have access to the HEE National Education and Training Survey (NETS) and encourage and facilitate completion of the survey.

5.4 Education Provider Staff who are involved in the facilitation and support of Learners shall be enabled to access said Learners in Placements subject to reasonable notice by the Education Provider.

5.5 Where service provision changes affect the Learners' ability to meet the relevant learning outcomes the Education Provider and HEE shall be notified immediately and all Parties shall work collaboratively to offer the Learner a suitable alternative Placement.

5.6 Education Providers are expected to work in collaboration with Placement Providers to ensure Placements are audited and maintain the standards contained within Schedule 3, and the HEE Quality Framework.

5.7 Where appropriate, Placement Staff shall be encouraged to participate in any disciplinary and appeals process relating to a Placement Learner at the invitation of the relevant Education Provider.

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5.8 The Placement Provider shall remove a Placement Learner from a Placement in any case where the Placement Provider reasonably considers it necessary, having regard to the Placement Learner's conduct and/or professional suitability. The decision to remove a Placement Learner from a Placement shall only be made by appropriate senior members of Staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) and, wherever possible, shall only be made following consultation between the relevant Education Provider, Placement Provider and HEE.

5.9 Placement Providers shall work collaboratively with the relevant Education Provider(s) in answering any Service User complaint or defending any clinical negligence or personal injury claim involving a Placement Learner in a Placement setting.

6 CLINICAL SALARY SUPPORT

6.1 This paragraph sets out the terms on which the Placement Provider receives Funding from HEE to support Staff who are absent either full time or part time due to undertaking an approved and agreed Education/Training Programme, which is eligible for clinical salary support Funding.

6.2 HEE shall invite the Placement Provider to submit their demand and/or capacity for places on courses eligible for salary support on one of the education/training Programmes identified by HEE. Providers should notify HEE should they not be able to fulfil the demand submitted.

6.3 In deciding how the Funding to be made available for salary support will be allocated, HEE will take in to consideration factors including (but not limited to): national and local priorities; the level of Funding available; the Programmes; value for money; and Staff groups to be supported.

6.4 HEE will continue to meet all previous commitments made towards the salaries of existing Staff that have already commenced as Learners on Programmes, providing salary support Funding at the agreed rates through to the agreed completion date of their Programme.

6.5 The Funding from HEE represents a contribution towards the salary of the relevant Staff members and may therefore not cover all costs.

6.6 The Placement Provider shall only be entitled to use Funding made available by HEE for salary support pursuant, to this Schedule for supporting the salary of its Staff members and Employed Learners, who satisfy all of the following requirements:

6.6.1 meet the minimum selection criteria laid down by the Education Provider;

6.6.2 meet the minimum employment criteria laid down by the employing Placement Provider;

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6.6.3 are not subject to any restrictions in their length of stay in the UK;

6.6.4 Have not been in receipt of HEE Funding for the previous two years, unless agreed by HEE in advance.

6.7 Eligible Programmes for new Learners shall be outlined in the annual demand scoping exercise conducted by HEE, with relevant information sent to Providers as necessary.

6.8 The amount of Funding to be made available to the Placement Provider during the Term in relation to salary support is set out in the salary support demand arrangements letter issued by HEE prior to the financial year.

6.9 The Funding provided by HEE will be in respect of individual, named Staff members for the normal duration of the Programme to be undertaken by the relevant Staff member of the Placement Provider. If for whatever reason, the Programme is not completed within the timeframe set for the relevant Programme, HEE shall not be obliged to provide further funds unless HEE confirms that it will in writing. HEE may, for example, allow extension to such Funding where mitigating circumstances (e.g. sickness) are provided. All circumstances will be subject to HEE's discretion.

6.10 The Placement Provider shall ensure that the arrangements for Staff who are undertaking Programmes pursuant to this Schedule are appropriate to enable Staff to fully engage in the Programme and to meet the learning outcomes.

6.11 The Placement Provider shall submit monitoring data to HEE to ensure that the Placement Provider is complying with the terms of this contract and that HEE is receiving value for money. Where applicable this is will be completed via the Student Data Collection and the minimum information that shall be required to be submitted to HEE will consist of, but shall not be limited to, the following:

6.11.1 the name of each of the relevant Staff members for whom salary support is provided by HEE pursuant to this contract;

6.11.2 the name of each of the Education Providers at which the relevant education/training is taking place;

6.11.3 the name of each of the education/training Programmes being undertaken by the relevant Staff members;

6.11.4 when the Staff member or Employed Learner started the relevant education/training and when they are due to complete;

6.11.5 dates of any intermissions or early terminations to the education/training, and reason for intermissions or early terminations; and

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6.11.6 the attainment record for persons attending the Programmes (i.e. pass/fail/deferred and their post education/training destination [i.e. employer/position])

6.11.7 HEE may also from time to time request additional reporting as is reasonable to ensure the provision of salary support.

6.12 The Placement Provider will nominate an individual from within its organisation as a salary support lead ("Placement Provider Salary Support Lead") who will coordinate activities relating to the Funding in relation to salary support. The Placement Provider will inform HEE of the identity and details of the Placement Provider Salary Support Lead and shall keep HEE updated of any changes.

6.13 HEE contract manager shall discuss and agree appropriate action where the Placement Provider is receiving funds under this Schedule in circumstances where the Staff member or Employed Learner to which the Funding relates ceases to satisfy the criteria set out in this Schedule, or fails to attend the relevant Programmes which HEE is Funding pursuant to this contract. The Placement Provider shall take any appropriate action as HEE shall request from time to time.

7 FINANCE AND PAYROLL SERVICES

7.1 This paragraph outlines where HEE funds Placement Providers' salaries to the Employed Learners that are eligible for salary support as per Schedule 2 based on the following, any profession specific variations are listed below:

7.1.1 The agreed commencement date for new Employed Learners recruited to the training Programme will be as notified by HEE in a separate letter and will complete on the date specified in the same letter, unless training has been extended with contract from "HEE'.

7.1.2 London weighting is applied at the rate relevant to the address of the organisation providing the placement that is the Employed Learner's main working Premises.

7.1.3 Contracts of employment are fixed term and employment ceases at the end of the clinical Placement.

7.1.4 On costs are applied as appropriate and dependent on the salary support offer.

7.2 HEE will provide financial support for the Employed Learner salary for the duration of the training Programme either as Full Time or Part Time. In year changes to FTE will be granted on an exceptional basis and require prior notification and approval from HEE.

7.3 Additional salary support may be provided when a period of extension has been granted by the education provider in conjunction with HEE. The only exception

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leading to longer (HEE funded) periods of salary support would be for agreed extensions due to maternity, sickness or other exceptional circumstances which could not be anticipated when the Employed Learner was recruited.

7.4 Employed Learners are expected to self-fund their training beyond the funded period plus any agreed extensions.

7.5 Salary support is suspended when a person is on maternity or sick leave, these costs should be funded by the employer in accordance with the NHS Terms and Conditions of Service. Salary support will be reinstated on agreement of continuing the Programme.

7.6 To be eligible for salary support all Employed Learners must be able to satisfy all the following requirements:

7.6.1 meet the minimum selection criteria laid down by the Education Provider

7.6.2 meet the minimum employment criteria laid down by the employing Trust

7.6.3 have no restrictions in their length of stay in the UK

7.7 Pay Employed Learners excess travel expenses based on the following, with the exception of Education & Mental Health Practitioners:

7.7.1 In accordance with NHS Terms and Conditions of Service.

7.7.2 Local HR rules applying to the Employed Learner's place of employment and current tax regulations will apply to excess travel claims submitted by the Employed Learner. Excess travel should be kept at a minimum and will be reviewed annually with the Employed Learner.

7.8 Receipts must be provided by the Employed Learner to support any claim for expenses.

7.9 All claims for travel expenses should be counter signed by the Employed Learner's supervisor/line manager and comply with the employing organisation's travel expenses policy (i.e. submitted on the correct form stating destination, purpose of travel and using the appropriate Agenda for Change rates in line with NHS terms and conditions / class of travel).

7.10 Trusts will be responsible for checking and validating travel claims and analysis claims and should note that the cost of parking, books, subscriptions to journals and associations, conference and study-day fees will not be met by HEE. This does not affect the Trust's own capacity to further assist the Employed Learner, for example, with the cost of books or to attend conferences.

7.11 Claims for excess travel will be paid for as long as the Employed Learner qualifies for salary support; periods of maternity leave or sickness are excluded.

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7.12 Claims for travel should be settled by the employing organisation and recharged to HEE, with backing documentation.

8 WORKFORCE MANAGEMENT PLANNING

8.1 The Placement Provider will:

8.1.1 ensure its organisational processes are robust and can deliver sufficient strategic and operational capacity to produce an effective workforce plan for internal use; and

8.1.2 provide opportunities for Staff at all levels to progress through the skills escalator and into professional training and beyond in accordance with identified workforce needs.

9 UNDERGRADUATE MEDICAL EDUCATION

9.1 This Schedule and Schedule 4 TPA-UGME outlines roles, responsibilities and obligations of Education and Placement Providers in relation to the provision of undergraduate medical education and the terms under which HEE has allocated undergraduate medical placement tariff to the Placement Providers and out of tariff Funding to Education Providers.

Medical Records, Library and Knowledge Systems

9.2 ensure the provision of medical records and information systems sensitive to the needs arising from undergraduate medical education and ensure that all medical Learners are aware of local Service User confidentiality agreements and the requirements of the Data Protection Act,

9.3 ensure that the provision of any teaching and teaching support facilities (including local Placement Provider-managed library and information services) by the Placement Provider takes account of the needs arising from undergraduate medical education activity. This should include the provision and maintenance of an infrastructure to support new developments in medical education, including facilities for participating remote and virtual learning including immersive and interactive technologies, IT and library facilities for Staff and medical Learners and clinical skills and simulation based laboratories, and technological enhanced learning as appropriate, and;

9.3.1 ensure that medical Learners have access to library and knowledge services, meeting the standards, as outlined in the section in Schedule 1 called Library and Knowledge Services (Placement Providers).

9.3.2 ensure medical Learners have access to personal computing facilities on the Placement Provider's Placement Premises. These facilities should include: access to standard applications (word processing, web browser, email, etc); the ability to access their remote desktop; the ability to access

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the internet via a wired and wireless (Wi-Fi) connection; the ability to access their remote desktop, and the ability to print. These facilities should be readily available to medical Learners during normal working hours and as much out of hours access as is reasonably possible, and,

9.3.3 provide medical Learners from the commencement of the clinical placement with passwords for secure access to electronic medical record and electronic radiography systems used in the Placement Provider and ensure that the medical Learners are aware of their responsibilities and the security arrangements relating to this.

10 UNDERGRADUATE DENTAL EDUCATION

10.1 This paragraph is applicable where Education and Placement Provider provides undergraduate dental education Programmes to dental Learners.

10.2 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Education and Placement Providers and to ensure the provision of high-quality teaching Staff to deliver this training.

10.3 Dental schools have obligations to provide resources, to supervise and to monitor undergraduate dental education to which undergraduate dental Funding relates. Accordingly, the provision of undergraduate dental education requires a collaborative approach between the Education Provider, Placement Provider and HEE.

10.4 This Schedule sets out the obligations of HEE in respect of the undergraduate dental Funding and the obligations of the Placement Provider in respect of the provision of undergraduate dental education.

Placement Provider Obligations

The Placement Provider will:

10.5 provide healthcare facilities and services to dental Learners at the Premises in accordance with the terms of this Schedule. The facilities and services will be suitable and appropriate to the provision of undergraduate dental education and will meet all relevant standards set by the Department of Health and all relevant guidance issued by HEE and the Care Quality Commission;

10.6 ensure that dental Learners have access to the full range of clinical activities necessary to complete the education requirements of the General Dental Council's curriculum through the development of a suitable case mix;

10.7 ensure that dental Learners have access to the Premises and such use of facilities, including but not limited to library services, and access to Service Users as necessary to enable them to complete the clinical dental training element of their

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undergraduate dental education, as outlined in paragraph 14 (Library and Knowledge Service (Placement Provider)) below;

10.8 ensure that suitably qualified and competent Placement Provider Staff are available to provide clinical dental training to the dental Learners, to supervise and continuously assess dental Learners in their clinical dental training and provide the dental Learners with mentoring support;

10.9 actively support the participation of consultant and specialist teaching Staff in Staff development and training Programmes to enhance the quality of undergraduate dental education for the dental Learners. All consultants and specialist trainers involved in teaching dental Learners must attend a minimum of one session of approved teacher training per annum (either through the dental school, the Placement Provider or the royal colleges);

10.10 make available clerical and administration Staff to ensure that the Placement Provider performs and meets its obligations of this Schedule and any applicable related agreement and towards the dental schools and dental Learners in its provision of the undergraduate dental education;

10.11 ensure that the Premises are safe, well maintained and fully compliant with all health and safety requirements;

10.12 make available adequate space within the Premises, such allocation to be agreed with the dental schools (such agreement not to be unreasonably withheld or delayed), for the provision of clinical dental training, and such space will be properly equipped and maintained by the Placement Provider for the duration of this contract;

10.13 Provide, maintain and rectify as soon as practical the instruments, dental materials, uniform, consumables and equipment required by the dental Learners in the normal course of their clinical dental training;

10.14 support the provision of the clinical dental training under this paragraph 10 of this Schedule where it takes place at a location other than the Premises such as a primary care or community setting including, but not limited to, ensuring that dental Learners are released to attend training outside the Premises and that those other Premises are safe and suitable for the training purpose;

10.15 work with the relevant dental schools to keep records of all undergraduate dental training provided and spent on the provision of undergraduate dental education to enable it to account to HEE for the expenditure on a timescale agreed between HEE, the Placement Provider and the relevant dental school;

10.16 consult with the dental schools on the most efficient and effective means of utilising the undergraduate dental training;

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10.17 ensure that new capital projects and estate management issues which might have an influence on clinical dental training, (e.g. refurbishment of departments), are planned in full consultation with the dental schools;

10.18 ensure that appropriate arrangements are in place to meet national (eg General Dental Council) and local requirements for identified standards of Service User care and that systems are in place to ensure monitoring and reporting of performance as against these standards;

10.19 advise HEE and the dental schools within five Business Days of any developments which are likely to have an impact on the clinical dental training and will accommodate any reasonable requests from HEE for changes to be made to the delivery of the clinical dental training;

10.20 ensure that all dental Learners allocated a placement for undergraduate dental education have received occupational health clearance prior to Service User contact and have been screened by and received clearance from the Disclosure and Barring Service (or a successor organisation performing the same or similar functions) keep HEE and the dental schools informed of any plans that may impact on the cost of providing the undergraduate dental education. Placement Providers can refuse to accept any Learner who has not received the above clearances prior to commencement at the Placement;

10.21 keep HEE and the dental schools informed of any plans that may impact on the cost of providing the undergraduate dental education;

10.22 consult with the dental schools and HEE on the proposed introduction of new activities or significant variations to its existing activities in order to agree resource implications and support requirements; and to

10.23 ensure that all dental Learners participate in an induction process to inform them of their health and safety obligations while on the Premises any clinical governance issues and a summary of all relevant Placement Provider policies, procedures and practices.

Funding

10.24 HEE for the duration of this contract will make available to the Placement Provider the Funding as per Schedule 2 (Funding).

10.25 In advance of each financial year the Placement Provider and the dental schools will agree the number of dental Learners to be recruited by the dental schools who will undergo undergraduate dental education and the Placement Provider, and the dental school shall identify the Programme of study that will be undertaken. This will then be agreed with HEE. The undergraduate dental training will be calculated by reference to the agreed number of dental Learners and study Programme.

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10.26 The undergraduate dental training is in respect of both full-time and part-time dental Learners.

10.27 This paragraph 10 does not provide for Funding of the teaching of human disease (medical and surgical) subjects to dental Learners.

Standards of Education Provisions

10.28 The Placement Provider will ensure that the undergraduate dental education complies with all requirements and standards set by the General Dental Council from time to time. Failure by the Placement Provider to meet the required standards will be a failure of its obligations under this contract for which reason the undergraduate dental training may be withheld.

10.29 The Placement Provider shall, in accordance with the undergraduate dental agreements, participate by agreement in the monitoring and evaluation of the quality of teaching of the undergraduate dental education being provided by the dental schools under the Undergraduate Dental Agreement. The Parties acknowledge that overall responsibility for monitoring of education and record keeping of the results will rest with the dental schools.

10.30 Working with the relevant dental schools, the Placement Provider will keep records of the information required by this contract. The Placement Provider will make these records available to HEE on request and in any event the Placement Provider will provide HEE with up-to-date copies of such monitoring information on a timescale agreed between HEE, the Placement Provider and the relevant dental school.

10.31 The Placement Provider, the dental schools and HEE will conduct regular Review Meetings to discuss the results of the monitoring information and any changes or improvements that could be made to the undergraduate dental education and training generally. The Parties may request a Review Meeting at any time on reasonable notice. Any disputes that arise from such Review Meetings will be dealt with in accordance with this contract.

10.32 On a timescale agreed between HEE, the Placement Provider and the relevant dental school, the Placement Provider working with the relevant dental school will provide HEE with an activity report setting out the activity performed during that time period as against the activity plan.

10.33 The Placement Provider will ensure that mechanisms for clinical governance and audit which are consistent with the requirements of the Care Quality Commission are put in place. The Placement Provider will report on its performance at the agreed Review Meetings.

10.34 The Placement Provider will ensure that all Service Users treated by dental Learners in accordance with this arrangement receive the same service and the same standard of care as they would if treated by a provider with a dental

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healthcare contract with an appropriate local NHS organisation and at least to the standards set by the Care Quality Commission, HEE and the local NHS organisation.

11 POSTGRADUATE MEDICAL AND DENTAL PLACEMENTS

11.1 The Placement Provider shall deliver the postgraduate education services in accordance with the terms of this contract.

11.2 The general responsibilities of the Placement Provider in the provision of the postgraduate education services include that it will:

11.2.1 make all reasonable efforts to enable postgraduate Learners to achieve the standards/qualifications/accreditations that are expected from their Programme;

11.2.2 ensure that the quality of the training contracted is of a high-quality and attains the relevant standards as described in the NHS Education Contract and its schedules and will, where necessary, implement the recommendations of the relevant foundation school and head of specialty schools, and/or postgraduate dean or nominated deputy;

11.2.3 be responsible for regularly monitoring all aspects of training to ensure compliance with the relevant standards as described in the NHS Education Contract and its schedules and the requirements and recommendations of HEE officers and other regulatory bodies;

11.2.4 to ensure that the HEE National Education Training Survey (NETS), and any Regulator surveys, are promoted;

11.2.5 have local quality control processes in place in accordance with the HEE Quality Framework, and the requirements of relevant Regulators;

11.2.6 allocate appropriate time for all relevant aspects of training that are within an individual consultant's, and others delivering or assisting training, job plan;

11.2.7 ensure that HEE is provided with all reasonable information and assistance in a timely manner to enable the monitoring and quality management of the postgraduate education services in accordance with the provisions of this Schedule; and

11.2.8 have in place training and development plans for all postgraduate Learners and ensure that, where available, electronic systems are used to record these.

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11.3 The number of training posts will be as agreed between HEE, the Placement Provider, the Education Provider, Lead Employer and/or relevant Integrated Care System where appropriate.

11.4 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Placement Provider and agree to ensure the provision of high-quality teaching Staff to deliver this education and training.

11.5 HEE receives Funding from the DHSC, which is for specific education and training activities in order to meet strategic education and training objectives which include the provision of postgraduate medical and dental education and training services. This Funding is largely provided through the national Postgraduate Medical Tariff, including both a salary component and the education and training tariff, in accordance with the tariff rules established by Department of Health and communicated by HEE. The education tariff is varied according to the market forces factor applying to the Placement Provider. The education tariff is not payable for posts that have been vacant for a year or more as along as appropriate notice has been given. In addition, HEE will fund other posts that fall outside the scope of the Postgraduate Medical Tariff, e.g. Dental posts, Community based Foundation posts, General Practice and PVI based posts, and Occupational Medicine posts. In addition, recognised training posts that have been Trust funded in the past remain Trust funded under this contract.

11.6 The Parties acknowledge that the provision of postgraduate medical and dental education and training requires a collaborative approach between the officers of the Placement Provider and HEE.

11.7 The GMC has identified a number of Domains which can be found at the following . The GDC has identified a set of education standards which can be found at the following *https://www.gdc-uk.org/education-cpd/quality-assurance*.

11.8 Both Parties acknowledge that HEE has developed quality frameworks that support the implementation of the GMC standards. These include the Quality Improvement Framework and the Professional Development Framework for Supervisors. Both Parties also acknowledge that each relevant Lead Employer also has a role in supporting the Placement Provider to facilitate quality improvement. Both Parties also acknowledge that HEE retains sole responsibility for the provision of quality management activity in order to deliver on the requirement of relevant Regulators.

11.9 The Parties' agreement to working within these frameworks is a demonstration of the intent to achieve improvement in the quality of training delivered over and above the minimum acceptable standards set by HEE and relevant Regulators.

11.10 The Placement Provider is responsible for ensuring that postgraduate Learners receive education and training that meets local, national and professional

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standards and shall ensure that it complies with all relevant standards as may be updated from time to time, including but not necessarily limited to:

11.10.1 the GMC standards and outcomes (*www.gmc-uk.org*), and any future standards that Regulators should implement from time to time;

11.10.1.1 the standard governance of Education Committees and Local Faculty Groups; and

11.10.1.2 Guidelines for Dental Educators published by COPDEND (*http://www.copdend.org.uk*).

11.11 The Placement Provider agrees additionally to comply with the Academy of Medical Educators standards for supervisors - https://www.medicaleducators.org/Professional-Standards.

11.12 The GMC National Training Surveys form an important part of the evidence that underpins the assurance and management of the quality of postgraduate medical education and training. The Placement Provider shall:

11.12.1 inform postgraduate Learners of their responsibility to comply with any quality management processes such as completion of the GMC National Training Survey and taking part in any quality management interviews, coordinated by HEE and/or the GMC;

11.12.2 act on issues highlighted in the results of the GMC National Training Surveys; and

11.12.3 respond promptly to such issues raised by HEE, providing evidence of any corrective actions where requested.

11.12.4 inform trainers of their responsibility to complete the GMCs trainers survey and engagement in quality management activities.

Authorised Representatives

11.13 The duly authorised officer of HEE for Postgraduate Medicine and Dental will be the Postgraduate Dean.

11.14 The Medical Director or nominated representative will be the duly authorised representative of the Placement Provider for all purposes connected with the postgraduate education services under this Schedule.

Quality Measures

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11.15 The reports to be provided by the Placement Provider to HEE, must contain a significant quantity of information which HEE intends to use to develop metrics to provide evidence of quality improvement and to meet the requirements of Regulators. The Placement Provider acknowledges that HEE undertakes to provide information and feedback on such metrics as they are developed.

Workforce Management

11.16 The Placement Provider acknowledges, and shall procure that:

11.16.1 It will work with HEE to ensure all training sites and all posts have appropriate approval from the GMC or GDC, and from HEE; and

11.16.2 any posts that do not meet these criteria are not classified as training posts and must not be advertised as such.

11.17 The Placement Provider acknowledges and agrees that training posts and/or Programmes will be advertised and appointed using nationally agreed processes organised by HEE unless otherwise agreed in writing between the Placement Provider and HEE.

11.18 Recruitment and selection will follow the relevant HEE agreed processes and any local HEE administrative processes.

11.19 The Placement Provider agrees to comply with HEE's reasonable requests for Staff to be involved in recruitment and selection assessments, ongoing development for educators and quality visits as appropriate.

Training

11.20 Educational aims and objectives will be agreed between the Placement Provider, Staff, and the postgraduate Learners from which an educational plan will be derived. The Placement Provider acknowledges and agrees that:

11.20.1 the educational plan will be in accordance with the requirements for the relevant level of training as defined by the relevant Royal College/Faculty, the Reference Guide for Postgraduate Foundation and Specialty Training in the UK,(the Gold Guide), the Dental Gold Guide and agreed by the GMC and GDC; and

11.20.2 it is important to ensure that clinical responsibility is limited to a realistic assessment of each postgraduate Trainee's competence and degree of clinical supervision.

Assessment

11.21 The Placement Provider acknowledges and agrees that:

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11.21.1 workplace based assessment and feedback are fundamental and constructive aspects of training Programmes. Assessment must provide evidence of performance, be based upon objective criteria and be handled in an appropriate manner;

11.21.2 assessment procedures must comply with guidance contained in relevant publications from Regulators;

11.21.3 the Placement Provider will ensure timely completion of assessments.

Handling Poor Performance and Professional Competence

11.22 Where there are issues around poor performance and professional competence, the Placement Provider, in addition to managing concerns in line with its local employment policies, should advise the relevant Head of Foundation/Specialty School, and Postgraduate Dean if the concern is of a level requiring a Responsible Officer to Responsible Officer conversation, of the issue and of the action being taken to support and remedy any deficiencies. The Placement Provider agrees to work closely with HEE to identify the most effective means of helping or supporting the postgraduate Learners, whilst ensuring that Service User safety is maintained at all times.

11.23 The Placement Provider will promptly inform the relevant Head of Foundation/Specialty School, and Postgraduate Dean, via agreed reporting routes (Serious Incident Portal/Employers Revalidation Portal/Responsible Officer to Responsible Officer conversations – as appropriate) of any disciplinary action being taken against a postgraduate Trainee and follow this up in writing as required to the relevant Head of Foundation/Specialty School and Postgraduate Dean and relevant Lead Employer.

Study Leave

11.24 The Placement Provider acknowledges and agrees that:

11.24.1 Postgraduate Learners are entitled by their terms and conditions to study leave.

11.24.2 The provision of study leave Funding supports course fees and appropriate travel, if approved by the Placement Provider Director of Medical Education and supported by the clinical supervisor as appropriate and relevant. Study leave Funding does not support the cost of examination fees. The “study leave budget” is designed to support these costs; and

11.24.3 Study leave will be allocated in accordance with the postgraduate Learners’ terms and conditions of service, and relevant guides as appropriate.

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11.24.4 Study leave Funding is accessed by doctors in secondary care regardless of whether a post receives tariff Funding or is funded by the Placement Provider. Funding for study leave is top sliced from those posts funded via the postgraduate medical tariff and redistributed equitably across HEE local offices based on the total number of Learners in post. For posts funded outside of tariff, separate Funding arrangements for study leave are in place – including primary care, dental and public health training.

Supporting Learners

11.25 The Placement Provider will have in place appropriate mentoring and counselling arrangements to provide support to postgraduate Learners when required.

11.26 HEE shall provide access to confidential Support and Wellbeing services for Learners as required.

11.27 The Placement Provider shall give postgraduate Learners full opportunity to raise, individually or collectively, matters of proper concern to them without fear of disadvantage and in the knowledge that privacy and confidentiality will be respected.

Less Than Full Time Training (LTFTT)

11.28 The Placement Provider shall accept a number of postgraduate Learners on **LTFTT** as may be agreed with HEE from time to time.

11.29 The Placement Provider shall ensure that postgraduate Learners on **LTFTT** will gain the same experience, on a pro-rata basis, as full-time Postgraduate Trainees;

11.30 Educational standards appropriate to the grade will apply to postgraduate Learners on LTFTT.

11.31 The Placement Provider acknowledges and agrees that arrangements for payment in respect of postgraduate Learners on LTFTT will be advised by HEE.

Additional Standards for Training Programmes

11.32 The Placement Provider acknowledges and agrees that the following additional standards apply to Programme posts:

11.32.1 Any regulatory framework that is introduced by relevant Regulators;

11.32.2 The Placement Provider shall arrange that a minimum shadowing period of four days induction for foundation year 1 Learners starting their pre-registration year will be held before the commencement of their work duties.

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11.32.3 The Placement Provider will inform all Learners of the name of their Educational Supervisor before the first day of their post.

11.32.4 The Placement Provider will sign off postgraduate Learners at the end of each foundation year in accordance with the process and guidance issued by HEE from time to time.

Postgraduate Dental Education

11.33 The Placement Provider will co-operate with the dental postgraduate dean and comply with:

11.33.1 the provisions of the Dental Gold Guide or such document(s) that may replace them;

11.33.2 any relevant requirements and/or standards issued by the General Dental Council;

11.33.3 the provisions of the 'Interim Memorandum of Understanding between the General Dental Council ("**GDC**") and the Members of the Joint Committee for Specialist Training in Dentistry ("**JCSTD**")'; and

11.34 The Placement Provider acknowledges that quality management for dental postgraduate Learners should be equivalent to that for medical Staff but must also include any items that are at variance to those applied in medicine specified by the General Dental Council from time to time.

Approval and Recognition of Trainers and Supervisors

11.35 In order to continue to be recognised as a provider of education and training the Placement Provider will ensure that the following requirements are met:

11.35.1 a database of all Clinical Educators within the Placement Provider's organisation shall be established and/or maintained by the Placement Provider. The line management and responsibility for the actions (or inactions) of a Clinical Educator will remain with the Placement Provider and subject to the Placement Provider's education governance processes This shall include a record of accreditation dates and recommendations made with regard to future developments.

11.35.2 the Placement Provider shall use all reasonable endeavours to ensure that Clinical Educators routinely seek individual feedback on their performance from postgraduate Learners. Clinical Educators are expected to use HEE Multi-Source Feedback for Supervisors website or an equivalent validated feedback tool.

11.35.3 a process of portfolio-based accreditation/re-accreditation is established that:

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11.35.3.1 the process will be developmental i.e. it must incorporate identification of needs for further development as an educator; and

11.35.3.2 the process will be linked to a review of results from the GMC trainee survey and HEE NETS, and other quality data;

11.36 The Placement Provider, or primary care school, or training hub, as appropriate, shall select appropriate Clinical Educators subject to formal accreditation; and

11.37 prospective Clinical Educators shall be required to submit a portfolio of relevant evidence to the Director of Medical Education (or nominated deputy) to enable the Placement Provider to assess their capability and provide accreditation if deemed to be appropriate. The Placement Provider will be required to demonstrate that an effective process is in place for the accreditation and reaccreditation of Clinical Educators as part of the quality management processes set out in this Schedule as required by HEE;

11.37.1 the Placement Provider will institute and/or maintain and/or provide access to an ongoing Programme of faculty development to address the identified development needs of all its educators; and

11.37.2 the Placement Provider's Director of Medical Education (or nominated equivalent) will make formal recommendations on the numbers of programmed activities and/or sessions to be addressed in consultants' and/or GP job plans as a minimum of 0.25 PA per Learner supervised.

11.38 The Placement Provider acknowledges and agrees that it shall provide information to the relevant foundation school(s) and/or head(s) of specialty, and/or Lead Employer and/or other HEE representatives on request. The Placement Provider will provide an annual return listing all Clinical Educators , their contact details, their accreditation and training. A standard reporting data set is provided by HEE for this purpose and must be used.

Premises

11.39 The Placement Provider shall ensure that its Premises comply with the provisions of HSC 2000/036: 'Standards for Living and Working Conditions for Hospital Doctors in Training'.

Reporting

11.40 The Placement Provider acknowledges and agrees that it will prepare and submit reports to HEE, as may be required by HEE from time to time, and specifically an annual report.

11.41 The reports from the Placement Provider to HEE will include statements on the Placement Provider's progress towards objectives and revision of objectives

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where appropriate, as well as the delivery against HEE set Key Performance Indicators and business intelligence questions.

11.42 The Placement Provider acknowledges and agrees that reports shall be submitted to HEE in accordance with agreed arrangements.

11.43 The Placement Provider will respond to any relevant local, national or HEE and GMC led surveys and will encourage all postgraduate Learners and Trainers to respond to relevant national surveys conducted by the GMC.

Escalation

11.44 In the event of disputes in relation to the provision of the postgraduate education services, the Parties will attempt in good faith to promptly resolve issue(s) through negotiation between their nominated representatives and:

11.44.1 if no resolution is achieved within thirty (30) days the matter(s) may be escalated to the postgraduate dean and the Placement Provider's Medical Director or Director of Medical Education, as appropriate; and

11.44.2 if, again no resolution is achieved within thirty (30) days the matter(s) may be escalated to the of Education, Quality and Medical Director (HEE) and Quality and the Placement Provider's Chief Executive Officer; and

11.44.3 if, still no resolution is achieved within a further thirty (30) days the matter(s) shall be resolved in accordance with the procedure set out in the NHS Education Contract

Income Generation

11.45 The Placement Provider may utilise resources funded via the educational and training contract for the purposes of providing HEE Learners for a number of junior doctors within a geographical area. If these activities generate surplus income, it must be used to enhance local healthcare training provisions and not used for any other purpose.

11.46 All financial transactions associated with such activity must be managed via the Placement Provider's finance directorate and recorded as per the NHS Education Contract.

Training Posts Funded by the Placement Provider

11.47 If the Placement Provider has training posts that are not funded under this Schedule but accepted for training by HEE, then the Placement Provider shall ensure that an equivalent level of Funding is made available to the Placement Provider for such training posts. It is the responsibility of the Placement Provider to ensure that the proportion of Funding for a post which is to be found from service allocations has been agreed with the necessary service commissioners prior to the

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implementation, except where the Placement Provider has agreed to fund the post from the existing allocations.

Public Health

11.48 Funding for Learners in public health is not included in this Schedule and is addressed under separate arrangements.

Changes to Funding

11.49 Additional training posts will not be established until both Parties have agreed in writing that sufficient Funding for both short- and long-term needs has been identified.

11.50 Funding under this Schedule is allocated to the Placement Provider on the understanding that a high quality educational and working environment that meets the GMC requirements is provided for doctors in training. The Placement Provider acknowledges and agrees that if evidence appears that high quality educational arrangements are not in place, the postgraduate dean, in line with frameworks set by relevant Regulators and Health Education England may suspend training in postgraduate medical and dental posts and withdraw Funding.

11.51 The Placement Provider acknowledges and agrees that in the event of confirmation of loss of educational approval for training from the GMC or HEE in accordance with 'the recruitment of doctors and dentists in training', (HSC 1998/229), HEE, will provide a minimum of three (3) months' written notice before removal of Funding for any relevant posts.

11.52 The Placement Provider acknowledges and agrees that where increases to the establishment of training grade doctors and dentists are sought, HEE will inform the Placement Provider in writing of any Funding that could be provided from the date of implementation or from a date post-implementation. It is in all cases the responsibility of the Placement Provider to ensure that the proportion of Funding for a post which is to be found from service allocations has been agreed with the necessary service commissioners prior to implementation, except where the Placement Provider has agreed to fund the post from the existing allocations.

12 WORKFORCE DEVELOPMENT (WD) FUNDING

12.1 This paragraph is applicable where Funding is provided by HEE to the Provider for use by the Provider for the provision of education/training for the development of its Staff

Overview of WD Funding

12.2 Workforce development ("**WD**") Funding is to be used to deliver workforce transformation priorities, as described by STP/ICS 5 year strategic plans and their underpinning Workforce Transformation delivery plans.

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12.3 WD is focused on improvement and transformation of care delivery, driven by employer intent and requiring scale of education and training intervention and should not be used to support Continuing Professional Development ("**CPD**") i.e. for an individual's maintenance of competence or personal and professional development subject to an agreed personal development plan.

12.4 Workforce transformation priorities must support both service transformation and sustainability requirements and be aligned to delivery of the commitments made in the Long Term Plan and specifically, the core components of the People Plan, those being;

12.4.1 Making the NHS the Best Place to Work

12.4.2 Leadership and Culture

12.4.3 Releasing Time for Care

12.4.4 Workforce Redesign

12.4.5 Growing and Training Our Future Workforce

12.4.6 Capacity and Capability to Deliver the New Operating Model for Workforce

Detailed parameters for spend

12.5 Deployment decisions must take account of any pre-existing commitments, including contracts, infrastructure and sustainability requirements.

12.6 Consideration should also be given to maximising economies of scale of investment across systems and/or regions where appropriate.

12.7 Attention should be paid to the risk of duplicating investment, given the range of activity supported. The HEE Star provides a directory of resources already available which can be searched on-line for reference to inform investment decisions and priorities: *https://heestar.e-lfh.org.uk*

12.8 Thereafter, WD Funding may be used for:

12.8.1 All education, training and project activity associated with People Plan deliverables

12.8.2 Infrastructure costs to support/enhance project delivery

12.8.3 Activity which transcends the health and care sector, where this supports the intent and ambition of the People Plan

12.9 WD Funding may **not** be used for:

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12.9.1 Statutory and mandatory training (i.e. any training required to meet either legislative requirements of those of an organisation to limit risk and maintain safe working practice)

12.9.2 Backfill for Staff to attend education and training

12.9.3 Hotels, catering, travel or any other costs outside the delivery of education and training

12.9.4 Facilities, accommodation, catering and venue hire – unless solely for the purpose of education and training events e.g. learner forums, action learning etc.

12.9.5 Meeting overall organisational savings targets

12.10 WD should not be used to replace other HEE sources of Funding, including Future Workforce which is subject to a different Funding stream; advanced practitioners, physician associates, nursing associates being examples of this.

12.11 Activities supporting the recruitment, retention and development of such roles however (excluding salary costs), is within scope.

12.12 Any potential to escalate and accelerate the spread and adoption of future workforce activity through WD investment must be consistently applied across HEE.

Payments Scheme

12.13 Allocations will be determined at STP/ICS level in support of system level partnerships and will be included within the emerging Education Funding Statements, committed to within the People Plan.

12.14 Allocations will be made in two parts; 50% directly to system level workforce boards and the remaining 50% (still focused on system need), subject to HEE Regional Director discretion, to facilitate advance management of any agreed pre-existing/ongoing commitments.

12.15 To establish any potential economies of scale, payments will be subject to an agreed system level plan, endorsed by regional People Boards.

12.16 Plans will need to be sufficiently detailed as to assure regional People Boards of appropriate spend and added value beyond other investment streams/existing activity and will need to be in place in the early part of Q1, to facilitate timely payment of allocations.

12.17 Allocations will be deployed in 2 tranches; the first, direct payment to systems (subject to an endorsed plan) in Q1; the second, at the beginning of Q3 (at the latest) – subject to Regional Director guidance and performance

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reporting requirements i.e. assurance of anticipated spend. Regions should have flexibility as to when the totality of Funding is released within the Q1-Q3 timeframe – this being the responsibility of HEE Regional Directors.

12.18 Allocations will be determined based on current workforce headcount (excluding doctors). This is to include primary care and relevant social enterprise workforce, as well as both vocational and registered Staff.

12.19 All payments will go via HEE Regional offices and will be made to the appropriate body where the system architecture to deliver workforce development/transformation is in place. Where this is not the case, payments will be made to an agreed, nominated organisation and will be subject to an agreed Memorandum of Understanding.

Reporting and Evaluation Requirements

12.20 WD Funding will be subject to triannual reporting at the end of July, October and February, via HEE's new reporting framework designed and tested in 2019/2020.

12.21 HEE regional teams are responsible for agreeing appropriate arrangements with systems locally, to facilitate compliance with the reporting schedule and requirement.

12.22 All investment should be subject to evaluation, proportionate to spend. For example, investment of less than £100k should be subject to a project level impact assessment e.g. using the LeaDER evaluation framework adopted by HEE; Investment of £100k or greater, should to be subject to an appropriate, independent evaluation of impact and learning.

12.23 Evaluation outcomes should be shared systematically to inform continuous improvement of HEE Star content and inform spread and adoption priorities.

13 APPRENTICESHIPS

13.1 The Provider shall be required to comply with any monitoring requirements specified by HEE or Government.

13.2 The Provider should make HEE aware of any Regulator outcomes that would impact on the continuation of apprenticeship programme and learners; where such outcomes would impact funding specific to HEE programme grants or funding.

13.3 The Provider should complete the data collections for all apprenticeships, as per Schedule 6.

13.4 Services Funded for Apprenticeships are detailed in Schedule 2.

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14 LIBRARY AND KNOWLEDGE SERVICES (PLACEMENT PROVIDERS)

14.1 There is an expectation that Placement Provider organisations within every health system will work together to make sure that all NHS Staff and learners can benefit from proactive knowledge and library services**.** For advice on options and opportunities, please contact your HEE regional strategic lead for knowledge and library services *kfh.england@hee.nhs.uk.*

14.2 The Placement Provider will ensure that there is a proactive, high-quality knowledge and library service that is available to all Staff and learners, whether this is hosted internally, delivered via a managed service level agreement with another NHS Provider or with a Higher Educational Institute.

14.3 The Placement Provider has an agreed documented strategy for the knowledge and library service aligned to the *Knowledge for Healthcare Strategy* and to HEE policies including *The NHS Library and Knowledge Services in England Policy*, *HEE Library and Knowledge Services Staff Ratio Policy*, *HEE Policy for NHS Library Learning Space* and *HEE Policy for emotional support for embedded clinical librarians*, **as well as the organisation's own objectives and priorities.**

14.4 The Placement Provider will ensure that the clinical decision support tool, funded and provided nationally by HEE for all learners and NHS Staff, is actively promoted to underpin clinical decision-making.

14.5 The Placement Provider will participate in agreed quality assurance processes to review progress against *the HEE Quality and Improvement Outcomes Framework for NHS Funded Library and Knowledge Services in England*, use agreed performance metrics, and submit required reports on financial and activity statistics.

14.6 The Placement Provider will ensure progression through the Quality and Improvement Outcomes Framework maturity model levels for all outcomes. The Placement Provider will ensure that there is an agreed and implemented Service Improvement Plan in place for the knowledge and library service. This plan is required to reflect the requirements of The Quality and Improvement Outcomes Framework.

14.7 Where issues or risks are identified, appropriate interventions and a Development Plan **must be agreed with the regional strategic lead from HEE's national** knowledge and library services team, with regular updates on implementation provided to agreed timescales.

14.8 The Placement Provider will ensure that there is an appropriate level of Funding, both from education tariff and matched employer contributions, to support delivery of proactive, high-quality knowledge services.

14.9 Placement Provider(s) Library and Knowledge Services Information return requirements 21/22:

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14.9.1 Placement Provider Annual Knowledge and Library Service Information return requirements:

14.9.2 Quality and Improvement Outcomes Framework self-evaluation return

14.9.3 Knowledge and library service statistics workforce Part 1

14.9.4 Knowledge and library service statistics activity Part 2

15 ADDITIONS TO SERVICES

15.1 Any non-recurrent Funding that may be agreed between parties and provided to Providers for particular education and training projects or initiatives that contribute to and promote improvements in Service User care through better education and training.

15.2 The required outcomes and deliverables of these projects and initiatives will be detailed and managed through local agreements and letters of agreements as an addition to this Schedule as part of this contract.

15.3 Funding will be made available for these activities as detailed in the agreement letter, as an addition to this Schedule, within the usual timeframes of Funding.

16 EDUCATION SUPPORT

16.1 For the purpose of this paragraph 16 the following definitions shall apply:

16.1.1 **Individual**: a suitable qualified, trained and competent Placement Provider employee.

16.1.2 **Management Issues**: all those matters under the Individuals contract of employment with the Placement Provider requiring action, investigation and/or decisions by the Placement Provider including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits; periods of annual, sick or other leave; absence of the Individuals for any other reason; any complaint or grievance raised by the Individual (whether or not that would be dealt with under the Placement Provider's grievance procedure).

16.1.3 **Secondment Agreement**: the form of secondment agreement to be entered into by an Individual with HEE as set out in Annex 2.

16.2 The Placement Provider will provide the services of employed individuals to carry out faculty support services to HEE as detailed in this Schedule 1 ("**Individuals**").

16.3 HEE may select any appropriate Individual for this service and will notify the Placement Provider in writing of the Individual(s) it selects. For the avoidance of

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doubt, such faculty support services do not constitute an employment relationship between the Individual and HEE.

16.4 If the Individual is held to be employed by HEE at any time during the period of a Secondment Agreement then HEE may dismiss the Individual and the Placement Provider shall offer the Individual employment on the terms that applied immediately before that dismissal.

16.5 The Placement Provider will procure that each Individual selected by HEE enters into a Secondment Agreement with HEE as set out in Annex 2.

16.6 HEE shall have day-to-day control of the Individual's activities when providing the faculty support services but as soon as reasonably practicable shall refer any Management Issues concerning the Individuals that come to its attention to the Employment Provider as the employer of the Individuals.

16.7 Where faculty support services are included in this Schedule 1, HEE shall include in Schedule 2 a contribution cost to the Placement Provider for the Services provided by the Individuals as part of the Funding.

16.8 Where an Individual is unavailable to provide the faculty support services for a period longer than 20 working days (pro rata for a part-time Individuals), HEE may terminate or, in the case of maternity, paternity or other similar statutory leave, suspend the Individual's appointment. Unless the Parties have agreed an appropriate interim replacement appointment, termination or suspension of the Individual's appointment will result in the termination or suspension of HEE's obligation to pay the contribution costs set out in Schedule 2 for the Individual.

16.9 Where one or more Secondment Agreements are entered into, the Placement Provider shall:

16.9.1 ensure that any such services provided by an Individual are factored into their job plan as appropriate;

16.9.2 make the necessary changes to the terms of the Individuals' contract of employment with the Placement Provider so that they can provide the secondary care faculty support services in accordance with the terms of this agreement;

16.9.3 continue to pay the Individual's salary and benefits, make any payments to third parties in relation to the Individual and make any deductions that it is required to make from the Individual's salary and other payments;

16.9.4 retain agreed overall management obligations and deal with any Management Issues concerning the Individuals and liability for the Individuals in providing these services;

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16.9.5 ensure that the individuals continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with their contract of employment with the Placement Provider and shall remain subject to the Placement Provider 's approval and notification procedures;

16.9.6 consult with HEE before approving any holiday request made by the individuals that materially affect the provision of the secondary care faculty support services;

16.9.7 indemnify HEE fully and keep HEE indemnified fully at all times against any claim or demand by the Individual arising out of their employment with the Placement Provider or its termination during the provision of the secondary care faculty support services (except for any claim relating to any act or omission of HEE or its employees or agent);

16.9.8 ensure that the Individual has the right to work in the United Kingdom and that identity and right to work checks have been completed for the Individual;

16.9.9 inform HEE should the Placement Provider become aware that the Individual does not or may not have the right to work in the UK;

16.9.10 ensure that any necessary professional registration for the Individual is up to date and to provide evidence on HEE's request; and

16.9.11 inform HEE should the Placement Provider become aware that any professional registration required by the Individual to perform the faculty support services has lapsed, may lapse or is or may become subject to warnings or conditions. The Placement Provider will indemnify HEE in circumstances where this arises.

16.10 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the provision of the faculty support services relating to the Individual or their employment.

16.11 Where the Placement Provider is a member of a Clinical Negligence Scheme managed by NHS Resolution or any successor organisation which covers any alleged negligence by the Individual during the Secondment, the Placement Provider will use its cover under that scheme in respect of any claim for alleged negligence by the Individual covered by the scheme.

16.12 The Placement Provider shall be responsible for consulting with the Individual and will be responsible for all associated costs if the individual's substantive post becomes redundant or the termination or expiry the role with HEE results directly or indirectly in redundancy situation with the Placement Provider.

16.13 The Placement Provider shall use its reasonable endeavours to procure that the Individual shall notify HEE if the Individual identifies any actual or potential conflict

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of interest between the HEE, the Individual and/or the Placement Provider during the provision of the secondary care faculty support services.

17 VARIATION AND CHANGE CONTROL

17.1 HEE and the Provider may agree to vary this Schedule as appropriate to the needs of healthcare education and training. This can be completed as per Annex 1.

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ANNEX 1

CHANGE CONTROL NOTICE NUMBER:

Title of Change

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

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

Clauses and Schedules affected

Associated Change Control Notices		
CCN No.	***Name of Agreement***	***Date of Agreement***

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Reason for change
Description of Change
Changes to contract
Impact of change on other agreement provisions
Timetable for implementation

Acceptance	
Signed for and on behalf of THE PROVIDER	**Signed:** **Print name:** **Title:** **Date:**
Signed for and on behalf of HEE	**Signed:** **Print name:** **Title:** **Date:**

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ANNEX 2

SECONDMENT AGREEMENT

HEALTH EDUCATION ENGLAND SECONDMENT AGREEMENT

Secondee:	{applicanttitle} {applicantfirstnames} {applicantfamilyname}
Substantive Employer':	[Name of organisation]
Position with HEE:	{offerjobtitle}
Start Date of Secondment:	{bookedstartdate}
End Date of Secondment:	[End Date]
HEE region for provision of services	{offersite}
Hours or PAs to be Provided under this Agreement:	{offerworkingperioddesc}
Supervisor:	{linemanagerusername}

THIS AGREEMENT is made BETWEEN:

1. Health Education England, ('**HEE**'); and
2. The Secondee as detailed above (the '**Secondee'**)

A copy of this agreement has been or will be provided to the Secondee's Substantive Employer by HEE.

1. Definitions

1.1. 'Start Date' means the start date of the Secondment set out in the above table;
1.2. 'End Date' means the end date of the Secondment set out in the above table;
1.3. 'Secondment" means the secondment of the Secondee by the Substantive Employer to HEE on the terms of this Agreement
1.4. 'Secondment Period' means the period from the Start Date to the End date, or to the date of termination of this Agreement if terminated earlier than the End Date in accordance with the terms of this Agreement.
1.5. 'Employment Contract' means the contract of employment between the Substantive Employer and the Secondee.
1.6. 'Confidential Information' shall include, but is not limited to, commercially sensitive information and personal information about HEE's staff or others.
1.7. 'Data Protection Legislation' means the General Data Protection Regulation (EU) 2016/679 ("GDPR"), Data Protection Act 2018 ("DPA"), the Data Protection,

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Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("Data Protection Regulations") to the extent currently in force and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (or any successor to the GDPR, DPA, Data Protection Regulations or Privacy and Electronic Communications Regulations) and the applicable version at the relevant time of any guidance or codes of practice issued by the Information Commissioner's Office from time to time;

1.8. 'Services' means the services to be provided by the Secondee as described in the job description provided, or as amended from time to time following engagement with the secondee

1.9. 'Supervisor' means the person named as Supervisor in the above table or any person substituted by HEE during the Secondment Period.

1.10. 'NHS Education Contract' the agreement between HEE and the Substantive Employer that includes the provision of the Secondment.

2. Secondment

2.1. The Secondee will be seconded to HEE to provide the Services in accordance with this Agreement and the Secondee agrees to being seconded on this basis. The relevant terms between HEE and the Substantive Employer regarding the Secondment are set out in the NHS Education Contract.

2.2. The Hours or PAs to be provided under this Agreement by the Secondee are set out in the above table. However, the Secondee may be required to work such additional hours as are necessary for the proper performance of the Services.

3. Duration of Secondment

3.1. The Secondment will commence on the Start Date above and shall continue until:

3.1.1. The End Date; or

3.1.2. The date that the Secondment is terminated in accordance with clause 9, if earlier.

3.2. The Start Date is subject to:

3.2.1. the Secondment Agreement being signed by the Secondee and HEE; and

3.2.2. The Secondee ensuring that the Hours or PAs to be provided under this Agreement are factored into their job plan and/or contractual arrangements with their Substantive Employer.

4. Services

4.1. The Secondee agrees to provide the Services to HEE in accordance with the terms of this Agreement and the Secondee agrees to accept the Supervisor's view and

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opinion as to which activities the Secondee should undertake as part of the Services.

5. Location

5.1. The Secondee will work in the region indicated in the above table or such locations as may be reasonably agreed or required by HEE.

5.2. The Secondee shall not be required to work outside the United Kingdom.

6. Secondee's Employment

6.1. During the Secondment, the Substantive Employer remains the Secondee's employer and their Employment Contract shall remain in force. Nothing in this Agreement is intended to be construed or to have effect as creating any relationship of employer and employee between HEE and the Secondee.

6.2. The Secondee will cooperate with the Substantive Employer to make the necessary changes to the terms of the Employment Contract and their job plan so that it can second the Secondee to HEE to provide the Services and meet the Secondee's obligations in accordance with the terms of this agreement and the Secondee agrees and accepts those changes.

6.3. At the end of the Secondment, the Secondee will remain employed by the Substantive Employer. Any consequential adjustments needed to the Secondee's Employment Contract and/or job plan would remain the responsibility of the Substantive Employer and the Secondee.

7. Management during the Secondment

7.1. HEE shall have day-to-day control of the Secondee's activities to the extent required to ensure delivery of the Services under this Agreement. However, the Secondee shall continue to report to the Substantive Employer for all matters relating to their employment.

7.2. During the Secondment Period, the Secondee will remain subject to the Substantive Employer's policies and procedures including but not limited to disciplinary, grievance, capability and absence.

7.3. The Substantive Employer will remain responsible for the management of sickness absence and the Secondee will be responsible for reporting sickness absence to the Substantive Employer and informing the Supervisor.

7.4. The Substantive Employer will remain responsible for the management of annual leave. Annual leave dates are subject to the approval of HEE and the

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Substantive Employer. The Secondee will be responsible for seeking approval of annual leave dates from HEE and the Substantive Employer.

7.5. The Secondee agrees to adhere to HEE's policies and procedures and standards in relation to business conduct as are drawn to the Secondee's attention during the Secondment Period and the Secondee agrees to do so.

7.6. All documents, manuals, hardware and software provided for the Secondee's use by HEE, and any data or documents (including copies) produced, maintained or stored on HEE's computer systems or other electronic equipment (including mobile phones), remain the property of HEE and must be returned to HEE at the end of the Secondment Period. Failure to do so within a reasonable period may result in HEE requiring the Secondee to pay for replacements.

8. Remuneration

8.1. During the Secondment, the Substantive Employer shall continue to pay the Secondee's Salary and any other contractual benefits, expenses and make any deductions required by an employer.

8.2. The Substantive Employer will receive funding for the Secondment directly from HEE under the NHS Education Contract. All such payments are subject to the terms of that agreement.

8.3. No direct payments will be made by HEE to the Secondee for remuneration, travel, subsistence or other expenses incurred in performing the Services.

8.4. HEE has a duty to provide assurance for all off-payroll engagements (including secondments) that the Secondee is correctly paying any income tax and National Insurance. Following any reasonable request from HEE, the Substantive Employer will provide any necessary information to provide assurance to HEE that all tax and National Insurance obligations have been met in respect of the Secondee, as the Substantive Employer remains responsible for the deduction and payment of these on behalf of the Secondee.

9. Identity and Right to Work checks

9.1. Under the NHS Education Contract, he Substantive Employer has warranted that:

9.1.1. The Secondee has the right to work in the United Kingdom;

9.1.2. Identity and right to work checks have been completed for the Secondee;

9.1.3. The Substantive Employer holds evidence of the completion of identity and right to work checks in respect of the Secondee; and

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9.1.4. If the Secondee's right to work in the United Kingdom is conditional on any matter, the Secondee's right to work in the United Kingdom is not affected by the Secondee entering into this Agreement.

9.2. If, during the Secondment Period, the Substantive Employer or the Secondee becomes aware that the Secondee does not or may not have the right to work in the UK, they must inform HEE immediately.

9.3. The Substantive Employer will, on request by HEE, provide copies of the evidence of the identity and right to work checks held by the Substantive Employer, and the Secondee agrees that the Substantive Employer may do so.

9.4. In the event that the Secondee is no longer legally entitled to work or remain in the UK, the Secondment will automatically terminate without notice.

10. Professional Registration

10.1. If Professional registration is required to carry out the Services, and the Secondee warrants that the Secondee holds the required professional registration.

10.2. The Secondee must ensure that registration is up to date and to provide evidence on HEE's request. Failure to maintain registration could lead to termination of this Agreement.

10.3. If the Secondee become aware during the Secondment that any professional registration required to perform the Services has lapsed, may lapse or is or may become subject to warnings or conditions, they are obliged to inform HEE as soon as practically possible.

11. Termination

11.1. The HEE may terminate this Agreement at any time by giving 1 months' notice in writing.

11.2. HEE may terminate the Secondment immediately and without further liability if:

11.2.1. The Secondee persistently fails to efficiently and diligently carry out the reasonable instructions of HEE;

11.2.2. The Secondee is guilty of any gross or serious misconduct;

11.2.3. The Secondee's professional registration has lapsed or is subject to warnings or conditions;

11.2.4. The Secondee has been unable or will be unable, by reason of sickness or incapacity other than for reason of maternity or shared parental leave, to attend work for HEE for 20 working days (pro rata for a part-time Secondee). In such

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circumstances, the Secondee will return to their role with the Substantive Employer and the Substantive Employer will be responsible for the management of their absence in accordance with their duties as the Secondee's employer;

11.2.5. The Employment Contract ends; or

11.2.6. The Secondee no longer has eligibility to work within the UK.

11.3. Upon the termination or expiry of this Agreement, the Secondee shall deliver to HEE all the documents (including correspondence, notes, memoranda, plans, drawings, other documents or property or goods or products of whatsoever nature) made or complied by, or delivered to the Secondee during the Secondment Period and concerning the business, finances, or affairs of HEE. For the avoidance of doubt, it is hereby declared that all property and rights in all such documents, property, goods or products shall at all times be vested in HEE.

12. Liability and Indemnity

12.1. HEE will ensure that for health, safety and welfare purposes the Secondee is treated to the same extent and in the same manner as it required for its own employees in accordance with the relevant domestic and European legislation for the time being in force in England and Wales. During the Secondment, the Secondee will follow the relevant health and safety rules and procedures of HEE.

12.2. HEE has Public Liability Insurance which will cover the Secondee while they are on the HEE's premises, on HEE's business or working for the benefit of HEE against accidental injury.

12.3. Under the NHS Education Contract, the Substantive Employer has agreed to indemnify HEE in relation to its acts or omission or the acts or omissions of the Secondee. A copy of the NHS Education Agreement can be provided by HEE on request.

12.4. The Substantive Employer shall be responsible for consulting with the Secondee and will be responsible for all associated costs if the Secondee's substantive post becomes redundant during the term of the Secondment.

13. Inventions and Intellectual Properties

13.1. The Parties foresee that the Secondee may make inventions or create other intellectual property in the course of providing the Services to HEE.

13.2. In this respect, the Parties agree that the rights to inventions or other intellectual property made or created by the Secondee in the course of this Secondment will belong to HEE. The rights to inventions or intellectual property made or created by the Secondee in the course of duties performed for the Substantive Employer belong to the Substantive Employer.

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14. Data Protection

15. The Secondee agrees to comply with any policy of HEE in relation to the treatment of personal data.

16. HEE acknowledges that it acts as an independent data controller in respect of any personal data processed in the course of the Secondment. Data subjects may include the Secondee and employees or agents of the Substantive Employer or HEE ("**Data Subjects**"). Data categories may include, amongst other items, name and contact details for the purposes of facilitating the Secondment.

17. HEE will process personal data relating to Data Subjects in accordance with and to the extent permitted by Data Protection Legislation in order for HEE to perform its obligations under this Agreement or to pursue its legitimate interests. Personal data relating to the Data Subjects may be kept by HEE electronically or in hard copy format. HEE will process personal data in accordance with its Privacy Policy

18. HEE agrees to comply with the Data Protection Legislation in the processing of personal data and, with reasonable notice, provide on request to the other party evidence of such compliance.

19. Confidentiality

19.1. Under the NHS Education Contract the Substantive Employer has agreed with HEE to ensure that Confidential Information is held securely. A copy of the NHS Educational Contract can be provided on request from HEE.

19.2. The Secondee shall:

19.2.1. keep any Confidential Information relating to the Substantive Employer or HEE that the Secondee obtains as a result of the Secondment secret;

19.2.2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Substantive Employer or HEE;

19.2.3. use their best endeavours to ensure that no person gets access to such Confidential Information from the Secondee; and

19.2.4. inform the Substantive Employer or HEE immediately upon becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

19.3. HEE reserves the right to monitor telephone calls, emails and the use of social media in circumstances that may warrant such action.

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20. Raising Concerns

20.1. During the Secondment, if the Secondee has serious concerns relating to the activities or the functions of HEE where, due to malpractice, fraud, abuse or other inappropriate acts/omissions, the interest of others or the organisation itself is at risk, then they should report this matter under HEE's Raising Concerns Policy. A copy of this policy is available from HEE's intranet or can be provided on request.

21. Conflict of Interest

21.1. The Secondee must declare any controlling or significant financial interest held by them or any close relative or associate of them in any organisation (e.g. private company, public sector organisation, voluntary organisation) which may compete for a contract to and/or supply either goods or services to HEE during the Secondment Period. The interest that gives rise to a conflict may be direct or indirect and, in particular, a conflict may relate to the interests of someone who is connected to them as well as to their own personal interests. All such interest must be declared to the Supervisor, in writing, either on commencement of the Secondment or upon acquisition of the interest.

21.2. The Secondee must declare any role with HEE that involves the oversight of a training placement in which they have any such commercial or other interest.. The restriction applies to the Secondee in a personal or professional capacity and also to any organisation in which the Secondee holds a controlling or significant financial interest (e.g. private company, partnership).

Signatories to this agreement:

[redacted]
Director of HR&OD
Health Education England
Date: {current_date}
On behalf of HEE (Health Education England)

I acknowledge receipt of my terms of secondment and accept the terms and conditions set out therein. I confirm that I have agreement from my substantive employer to enter into this arrangement and that my contract of employment and job plan have been adjusted with my employer for the duration of this secondment or at termination in accordance with the conditions set out in this agreement and those referenced in the NHS Education Contract to which my employer is party to.

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Signed:	
Print Name:	
Date:	

Secondee

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SCHEDULE TWO – FUNDING

The following Schedule sets out the Funding for the Services as part of the NHS Education Contract.

Allocation of Funding

1 Funding to the Provider is in accordance with the latest information from the following:

1.1 The Education and Training Tariff, as issued by the Department of Health and Social Care and HEE;

1.2 The HEE NHS Education Funding Guide;

1.3 As agreed within the TPA-UGME; and

1.4 HEE NHS Education Contract Funding Schedule Guide, as updated throughout the year.

2 Additional Funding outside of scope of paragraph 1 for Services, as detailed in Schedule 1 are:

Service as per Schedule 1	Funding

3 Funding is conditional on compliance with Schedule 3 Key Performance Indicators and the obligations contained within the NHS Education Contract, and this Schedule.

4 HEE may contribute to salary costs for Staff on Programmes. The level of this contribution will be determined by HEE and in accordance with this Schedule.

5 HEE may also contribute to non-salary costs for Staff on Programmes. This may include course fees, travel and subsistence and accommodation expenses (for example) or any other non-salary costs that the HEE deems it necessary to fund. The level of this contribution will be determined by HEE and in accordance with this Schedule.

6 In relation to clause 16.9 of the NHS Education Contract, Funding will be adjusted as per this Schedule when Learners increase or decrease.

Payments

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7 For NHS Placement Providers HEE may at the beginning of the financial year make an advanced payment on agreement, which covers the first quarters anticipated activity, this will be reconciled in alignment with Schedule 5 data collections.

8 Funding is provided following release of HEE's detailed Funding notification as an update to this Schedule, and Providers are to issue an invoice for the amount provided from HEE.

9 On receipt of a valid invoice, including a purchase order number if necessary, Funding will be provided within 30 Business Days of receipt of the valid invoice.

10 When circumstances are agreed, by exception only, between the Provider and HEE, payments may be issued without an invoice.

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SCHEDULE THREE – QUALITY AND CONTRACT PERFORMANCE

This schedule sets out the expectations for Providers in respect of the application and monitoring of quality through the HEE Quality Framework and associated Quality and Performance Requirements.

1 INTRODUCTION

1.1 The HEE Quality Framework is a risk based-process and will be enacted in the first instance where quality concerns are identified.

1.2 Contract review and monitoring is a routine process with a response that is proportionate and consistent based on perceived level of assurance gained though quality monitoring and delivery of Services against the contractual obligations contained in this NHS Education Contract.

2 QUALITY

2.1 The HEE *Quality Strategy* sets out HEE's strategic national and local priorities and overarching processes for continuous quality improvement and innovation in healthcare education and training. This is underpinned by the HEE Quality Framework, which enables HEE, in collaboration with partners and stakeholders, to drive sustainable quality improvement across all Learning Environments for its Learners. It ensures that HEE has a clear focus on the quality of the Learning Environments by setting out the quality standards HEE expects of all clinical learning environments where HEE's Learners are placed and to safeguard this through the NHS Education Contract.

2.2 The HEE Quality Framework applies to all clinical learning environments within which HEE's Learners are placed – across a variety of providers and settings (including primary, community and private sector) and covers all the professional groups they host.

2.3 It articulates HEE's expectations of the quality of the clinical environment as a whole system, complementing the other regulatory and professional frameworks and requirements, where relevant. It manages this through the following five core domains:

2.3.1 **Learning environment and culture** (relating to the settings within which Learners are located and the activity of education and training takes place);

2.3.2 **Educational governance and commitment to quality** (describing the organisational ethos, priorities, structures, rules and policies in place to support learning);

2.3.3 **Developing and supporting leaners** (the resources, support and tools Learners need to succeed);

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2.3.4 **Developing and supporting supervisors** (the resources and support required by those guiding and overseeing the clinical and educational development and progression of Learners); and

2.3.5 **Delivering programmes and curricula** (what organisations need to do to ensure that the infrastructure and experiences they can provide for Learners, map to education and training needs, including Placement Providers' collaboration with the wider system to achieve this).

2.4 Each domain includes a set of specified standards, supported by indicative quality descriptors.

2.5 This contract will enable all parties to ensure that the quality monitoring processes within the framework provide assurance of a high quality learning environment within the following principles:-

2.5.1 Learner and trainer safety and wellbeing must be maintained at all times.

2.5.2 Inductions are in place and are key to quality and Service User safety.

2.5.3 Supervision for Learners is paramount throughout and aligned to specific professional body requirements.

2.5.4 Quality improvement is promoted throughout education and training.

2.5.5 The learning environment is multi-professional.

2.5.6 The learning environment promotes equality and diversity and inclusion.

2.5.7 The learning environment promotes consistency and a common language.

2.5.8 The learning environment encourages innovation.

2.5.9 The organisation facilitates a cross-system and collaborative approach to quality.

2.5.10 The organisation ensures a system and process to raise concerns at all levels.

2.6 HEE's quality management processes are defined in its *Quality Strategy* and facilitates a risk- based approach with exception reporting in relation to the monitoring and assessment of the learning environment. It outlines the responsibilities, expectations of all parties and the quality standards expected to be met as outlined above and in the *Quality Strategy* and Quality Framework.

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3 CONTRACT PERFORMANCE MONITORING

3.1 The Provider is required to assure HEE on how it is performing and delivering against the contract including assuring services are delivered as required within the principles outlined in the *Quality Strategy* and Quality Framework. This is required to provide assurance that the provision of healthcare education and training meets the expectations and standards required.

3.2 This should include as a minimum:-

3.2.1 Assurance that where there are specific quality issues or concerns identified, the Provider is actively engaging and cooperating with HEE in remedial and quality improvement activities;

3.2.2 Assurance that all other regulatory conditions are being met (or the Provider is actively engaging and cooperating with a Regulator to address any issues);

3.2.3 Assurance that regular communication is taking place between the Provider and HEE and any other stakeholders (for example between HEIs and placement providers) as are necessary to deliver agreed Services;

3.2.4 Assurance that HEE are notified of any issues in relation to Learners, including identification of any risks or concerns through, for example, internal audits, surveys or academic/placement feedback.

3.3 HEE will triangulate this information with a range of –intelligence including, for example:

Please note this is not an exhaustive list.

3.3.1 National Education Training Survey (NETS)

3.3.2 GMC National Training Survey (NTS)

3.3.3 CQC reports and local intelligence

3.3.4 NHSE/I reports and local intelligence

3.3.5 Professional and/or regulatory body reports and intelligence

3.3.6 HEE Student Data Collections

3.3.7 Placement feedback from placement or education provider and or Learners

3.3.8 Feedback from, for example, tutor, dean, training programme director, head of school, chief nurse, AHP lead etc

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3.4 Review Meetings are to take place bi-annually (twice per year) between HEE and the Provider ***unless*** HEE is assured of the quality of the delivery of Services, and that:

3.4.1 it meets the conditions of this contract and the HEE Quality Framework

3.4.2 it meets all regulatory conditions

3.4.3 that regular communication has taken place between Provider and HEE.

3.5 HEE 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 HEE to the Provider. Meetings can take place face to face or virtually at the discretion of HEE teams.

3.6 Where there are specific concerns or issues an extra-ordinary Review Meeting may be convened with representatives from the quality, commissioning, finance, and/or performance and operations department of HEE.

3.7 Annex 1 outlines the KPIs required as part of this contract.

3.8 Annex 2 contains the information required for the bi-annual reports.

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ANNEX 1 – CONTRACT PERFORMANCE KPIS

KPI Number	Nationwide Key Performance Indicators (KPI) All Providers
1	Has the Provider attended and prepared as necessary for any Review Meetings?
2	Have there been any breaches reported for health and safety?
3	Has the Provider reported healthcare education and training to board and publicly all activity and Funding associated with this contract – is there evidence of this?
4	Have any conditions imposed on the Provider from the Regulator? Have these been reported to HEE in the appropriate timescales?
5	Has the Provider: (a) Provided learning experiences in partnership with other providers in regard to the provision of all Funded education and training and where directed by HEE (b) co-operated within the health economy and with all other providers in the Region;
6	Is there evidence of Staff providing Learners and/or Clinical Educators with: (a) proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction; (b) full and detailed appraisals (in terms of performance and on-going education and training for their education role); and professional leadership appropriate to the Services.
7	Has the Provider ensured that Learners receive any necessary training to enable them to use any equipment and to undertake activities safely
8	Has the Provider given HEE a minimum of 15 Business Days within which to express its views on any changes proposed in accordance with clause 15.7 of the contract?
9	Has the Provider ensured that Learners have access to appropriate technology and video conferencing for the purpose of undertaking education and training activity in connection with a Programme.
10	Has the Provider ensured financial transparency on the use of the Funding, and that the Funding is assigned to education and training, and not any other services.

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11	Has the Placement Provider recorded all mandatory training.
12	Has the Provider ensured that it has collected data, and shared this with HEE, in relation to all protected characteristics at each stage of the Learners Programme, including but not limited to application, education and training, graduation and employment and demonstrate to HEE the comparison with the local demographic of the population in which the Provider serves.
13	Is the Provider meeting all the conditions of: (a) the contract, (b) the TPA and/or TPA-UGME, (c) the HEE Quality Framework, (d) and all regulatory conditions.
14	Has the Provider submitted a bi-annual return on their progress with the conditions of this contract, the contents of which are satisfactory to HEE.
15	If any subcontracting arrangements are in place, does this ensure roll-down of the NHS Education Contract
16	Has the Provider reported any breaches in relation to the requirements of the NHS Education Contract for any sub-contractor.
	Education Provider specific KPI
17	Have Programme specific widening participation plans been provided
	Placement Provider specific KPI
18	Does the Provider have the numbers of Clinical Educators to support practice placements, and/or the numbers of Staff to provide the Services
19	Is there evidence that the Provider has ensured that the hours of work of Learners meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, Learners bringing this to the attention of the Provider shall be given the opportunity to enter into an opt-out agreement. The Provider is expected to support flexible working in line with the NHS 'Improving Working Lives' standard
20	Has the Provider given confirmation that Clinical Educators have the appropriate time built into job plans/roles/workload and have access to CPD
21	Has the Placement Provider sufficient, appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this contract.

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22	Has the Provider shared details of its workforce learning needs and Learner/training needs analysis along with a summary of Staff training provided and appraisals undertaken.

Regional Key Performance Indicators, linked to Service Schedule these should set out the following:

- The part of the Services they are measuring.
- The way in which the quality of the relevant part of the Services will be measured.
- The measurement period (for example, weekly, monthly or annually).

23	

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ANNEX 2 – BI-ANNUAL REPORT

HEE requires Providers to include or consider within any exceptional reporting the following questions (based around Quality Domains):

Learning Environment

1 Have there been any breaches reported for health and safety?

2 Are there any conditions imposed on the Provider from a Regulator?

3 Do Learners have access to the most appropriate resources as required including any technology and video conferencing for the purpose of undertaking any education and training in relation to their Programme?

4 Have you got sufficient numbers of appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all aspects of the contract?

Education Governance and Leadership

5 Have you ensured that your Learners receive the necessary training to enable them to use any equipment and to undertake activities safely?

6 Are there any concerns in relation to attendance and process for any quality Review Meetings and interventions?

7 Have you ensured that you have reported healthcare education and training to the Providers board or equivalent oversight group and publicised all activity and Funding associated with this?

8 Have you ensured financial transparency on the use of the Funding, and has the Funding been assigned to education and training, and not any other services, and made that detail available to HEE?

9 Where applicable, have you ensured that you have participated in the data collection process and reported and shared as required with HEE within this contract?

10 Are there any subcontracting arrangements in place (including outside of the public sector), does this ensure roll-out of the contract?

11 Have you reported any breaches in relation to the requirements of the contract for any sub-contractor?

12 Can you provide evidence of workforce learning needs and Learner/training needs analysis along with a summary of Staff training provided and appraisals undertaken?

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Supporting Learners

13 Can you demonstrate compliance with the relevant mandatory training?

14 Can you evidence that you have ensured that the hours of work of Learners meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, Learners bringing this to the attention of the Provider shall be given the opportunity to enter into an opt-out agreement (or alternative). The Provider is expected to support flexible working in line with the NHS 'Improving Working Lives' standard.

Supporting Educators and Supervisors

15 Have you given confirmation that Clinical Educators have the appropriate time built into job plans/roles/workload and have access to CPD, and where appropriate are recruited and recognised in the role?

16 Is there evidence of Staff providing Learners and/or Clinical Educators with proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction; full and detailed appraisals (in terms of performance and on-going education and training for their education role); and professional leadership appropriate to the Services.

Delivering Programmes

17 Have you provided learning experiences in partnership with other providers in regard to the provision of all Funded education and training and where directed by HEE co-operated within the health economy and with all other providers in the Region?

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SCHEDULE FOUR PART A - Tri-Partite Agreement (TPA)

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Purpose of this Schedule

This Schedule sets out the terms which shall apply if HEE and the Provider contract with (as the case may be) a Placement Provider or Education Provider (each a **Party** and together the **Parties**) to form a Tri-Partite Agreement (**TPA**). A TPA shall be formed by HEE, the Provider and (as the case may be) Placement Provider and Education Provider entering into a letter of coordination in the form prescribed by HEE (**Letter of Coordination**).

It is agreed:

1 Definitions and Interpretation

1.1 In this TPA, unless the context otherwise requires:

1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Contract.

1.1.2 References to Schedules shall be references to Schedules in the NHS Education Contract.

1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

1.1.4 The headings in this TPA will not affect its interpretation.

1.1.5 Where either the Education Provider or the Placement Provider has entered into a Placement Agreement, the terms of this TPA shall prevail. If there is any conflict between the terms of this TPA and the terms of the NHS Education Contract, the terms of the NHS Education Contract will prevail.

1.1.6 References to paragraphs in the Guidance shall be replaced as necessary by updated references where the Guidance is updated or superseded.

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1.2 In addition to the defined terms and the interpretation section of the NHS Education Contract, the following terms shall have the following meanings:

Term	Meaning
Change	An amendment to any term of this Agreement in accordance with the Change Control Process.
Change Control Note	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process in the form set out in Annex 1 of this TPA.
Change Control Process	The change control process referred to in clause 15 of this TPA.
Guidance	The Education and Training Tariff guidance published by the Department of Health and Social Care (as may be updated and/or superseded from time to time and which may be published in future by the Department of Health and Social Care or HEE).
Tariff Payment	A tariff payment as specified in the Guidance.

2 Commencement, duration and status of this TPA

2.1 This TPA comes into effect on the date set out in the Letter of Coordination, and, unless terminated earlier, will expire on the expiry or earlier termination of either of the NHS Education Contract entered into between HEE and Education Provider

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and/or the NHS Education Contract entered into between HEE and the Placement Provider, whichever is the earlier (the "**Term**").

2.2 If there is a national variation to the NHS Education Contract, the Parties agree that this TPA will, to the extent necessary, be read and construed by the Parties as including any and all variations as may be necessary to make this TPA consistent with the NHS Education Contract (as varied).

3 Principles of the TPA

3.1 In consideration of performing their respective obligations under this TPA and the NHS Education Contract, the Parties must:

3.1.1 at all times work collaboratively with each other;

3.1.2 act in a timely manner;

3.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

3.1.4 at all times, observe relevant statutory powers, the Guidance, and best practice to ensure compliance with Applicable Laws and standards including those governing procurement, data protection and freedom of information; and

3.1.5 have regard to the needs and views of all of the Parties, and as far as is reasonably practicable take such needs and views into account.

4 Functions of the TPA

4.1 The function of this TPA is to ensure the Parties act collaboratively in the planning, securing and monitoring of the Services, and in particular, with respect to each of their NHS Education Contracts, to:

4.1.1 plan Services to meet Learner needs of the local population in accordance with the Parties' respective intentions and ambitions; and

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4.1.2 provide the range of Services as detailed in Schedule 1 of their respective NHS Education Contracts.

5 Tariff Payments

5.1 A Placement in England that attracts a Tariff Payment must meet the criteria set out in the Guidance. Tariff Payments will be made in accordance with the terms of the NHS Education Contract and Guidance.

6 Funding allocation

6.1 HEE will be responsible for identifying and implementing the most appropriate Funding routes for payments to the Placement Provider and/or the Education Provider, in line with the Guidance, provided that it is anticipated that the NHS Education Contract will ordinarily be the appropriate Funding route.

6.2 In agreement with HEE, and in line with the NHS Education Contract, the Services may be sub-contracted as appropriate, and Funding will be co-ordinated through the main party of the NHS Education Contract.

6.3 The Funding will meet the terms of the NHS Education Contract, and be displayed in Schedule 2 (Funding).

7 Education Provider Roles

7.1 In addition to its responsibilities under the NHS Education Contract, the Education Provider is responsible for the following roles during the Term of this TPA:

7.1.1 in accordance with its duties to the Regulator, providing assurance that each Placement meets the outcomes and standards required by the Regulator (as may be revised and or superseded from time to time by the Regulator);

7.1.2 ensuring that it meets all Regulator requirements at all times;

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7.1.3 designing curricula and associated assessments in accordance with:

7.1.3.1 Regulator standards, guidance and conditions;

7.1.3.2 Professional body guidance, where appropriate;

7.1.3.3 Quality Assurance Agency ("**QAA**") standards and quality in higher education published by the QAA and as may be updated or superseded from time to time;

7.1.4 managing the delivery of the approved curricula including specifying defined learning outcomes and assessment criteria;

7.1.5 providing a clear and robust fitness to practise policy and process that meets Regulator requirements;

7.1.6 engaging with Placement Providers to appropriately protect Service Users and take appropriate steps to learn from any incidents to provide any required updates of teaching to Learners;

7.1.7 managing and enhancing the quality of Programmes;

7.1.8 monitoring the effectiveness and quality of academic and clinical teaching and facilities for Placements by specifying components of feedback and by making site visits;

7.1.9 providing information, support and guidance to Learners including:

7.1.9.1 academic support;

7.1.9.2 general support; and

7.1.9.3 information on who to contact during Placements should Learners experience harassment of any kind,

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7.1.10 jointly with the Placement Provider, ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour;

7.1.11 managing any Funding for the delivery of Placements in general practice and the private, independent and voluntary sectors as appropriate and determined by HEE;

7.1.12 assuring HEE on the use of any Funding for Placements and any other investment for the intended purposes;

7.1.13 having appropriate systems and processes in place to supply information to HEE to support education commissioning and financial planning that includes completion of Placement activity returns and in accordance with Schedule 5; and

7.1.14 supporting the sharing of research between the Parties, and enabling cross organisational mechanisms to ensure that research across education and training can take place.

8 Placement Provider Roles

8.1 In addition to its responsibilities under the NHS Education Contract, the Placement Provider is responsible for the following roles during the Term of this TPA:

8.1.1 making available Staff and practical support needed to deliver the teaching and assessment of appropriate parts of the curriculum in an appropriate environment, in agreement with the Education Provider;

8.1.2 supporting the Education Provider to comply with the requirements set out by Regulators;

8.1.3 participating in the Education Provider's quality assurance processes and HEE quality processes in line with Regulator standards and HEE Quality

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Framework requirements to support the management and development of Placements;

8.1.4 releasing Staff to complete the training needed to be recognised teachers and to take part in professional development and quality assurance activities;

8.1.5 ensuring that Staff involved in the teaching of Learners receive all appropriate training, including equality and diversity training and are aware of their responsibilities and the issues that need to be considered when undertaking their roles;

8.1.6 enhancing curricula development by facilitating and encouraging the engagement of appropriate Staff in the teaching of Learners;

8.1.7 working with the Education Provider to support Learners with disability and/or specific learning needs and implement reasonable adjustments within the bounds of capability and in accordance with current legislation;

8.1.8 providing Learners with information on who to contact during Placements should Learners experience harassment of any kind;

8.1.9 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour; and

8.1.10 supporting the sharing of research between the Parties, and enabling cross organisational mechanisms to ensure that research across education and training can take place.

9 HEE Roles

9.1 In addition to its responsibilities under the NHS Education Contract, HEE is responsible for the following roles during the Term of this TPA:

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9.1.1 encouraging collaboration and partnership working with Education Providers and Placement Providers, and assisting with the facilitating, supporting and enabling of high-quality Programmes and Placements;

9.1.2 ensuring that the NHS workforce has the right skills, behaviours, and training and is available in the right numbers to support the delivery of excellent healthcare;

9.1.3 implementing and creating national policy relating to healthcare education and training, including informing and influencing the refinement of the Guidance;

9.1.4 providing advice and supporting the implementation of the education and training tariff as set out in the Guidance;

9.1.5 ensuring and enabling Placement learning environments to meet the requirements of HEE's Quality Framework;

9.1.6 ensuring active engagement and relationship management with the Education Provider and the Placement Provider that fosters close partnership working and facilitates integration with local healthcare systems;

9.1.7 asserting influence to initiate additional Placement capacity across the healthcare system in support of growth of the professions; and

9.1.8 engaging with both Education Providers and Placement Providers in the development of the Guidance.

10 Placement Agreement

10.1 The Parties agree that the Education Provider and Placement Provider may, at their discretion, enter into a Placement Agreement.

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11 Suspension of the Services

11.1 If a Suspension Event occurs and HEE reasonably believes that it is necessary to suspend any Service in accordance with the NHS Education Contract with immediate effect, the Parties agree that HEE may take such immediate action in respect of any affected Service as HEE considers necessary and such Suspension Event shall apply to this TPA, provided that HEE must promptly report the circumstances of the suspension to all affected Parties.

12 Notices

12.1 Any notices given under this Agreement must be in writing and must be served by hand or post, to the address for the relevant Party set out at the beginning of this Agreement, or by e-mail to the address provided by the Parties to each other from time to time.

12.2 Notices:

12.2.1 by post will be effective upon the earlier of actual receipt, or 5 Business Days after mailing;

12.2.2 by hand will be effective upon delivery;

12.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

13 Dispute resolution

13.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis.

13.2 Where any dispute is not resolved under clause on an informal basis, the Parties shall follow the procedure set out at clause 62 (Multi-tiered dispute resolution procedure) of the NHS Education Contract.

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14 Conflicts of interest

14.1 Each Party representative must abide by all policies of its appointing Party in relation to conflicts of interest.

14.2 The Parties shall follow the procedure set out in clause 59 (Conflicts of Interest) of the NHS Education Contract for dealing with any actual, potential, or perceived conflict of interest.

15 Change Control Process

15.1 Either Party may submit a written request for Change to the other party in accordance with this clause 15, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both Parties.

15.2 If either Party requests a Change, it will send to the other Party a Change Control Note.

15.3 If, following a Party's receipt of a Change Control Note pursuant to clause 15.1 or clause 15.2:

15.3.1 the Parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement;

15.3.2 either Party does not agree to any term of the Change Control Note, then the other Party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure at clause 13 of this Agreement.

15.4 Each Party will bear its own costs in relation to compliance with the Change Control Procedure.

15.5 Any Change made cannot conflict with the terms of the NHS Education Contract.

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15.6 Change Control process is to be utilised as per the NHS Education Contract and Annex 1.

16 Variations to this Agreement

16.1 Any variation to this Agreement will only be effective if it is made in writing, agreed and signed by all the Parties, and notified via Annex 1.

16.2 Variations cannot conflict with the NHS Education Contract.

17 Termination

17.1 Subject to clause 13.2, without affecting any other right or remedy available to it, the Placement Provider and/or the Education Provider may terminate this Agreement at any time with the written agreement of HEE subject to providing twelve 12 months' notice in writing. At the discretion of HEE this notice period may be reduced where HEE determines that is reasonable to do so.

17.2 Unless otherwise specified by HEE, any termination right exercised in accordance with clause 17.1 above shall only take effect once the student academic year for the year in which the termination right has been exercised has come to an end.

18 Consequence of expiry or termination

18.1 The Parties to this Agreement recognise their continuing responsibilities in relation the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry or termination of this Agreement.

18.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

19 Governing law and Jurisdiction

19.1 This Agreement will be considered as an agreement made in England and will be subject to the laws of England.

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19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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Annex 1 - Change Control Note

CCN Number:

Title of Change

Change Control Notice (CCN to the following agreement):		
Agreement name		**Date of Agreement**
Tri-Partite Agreement (General)		
Date Change Requested	**Date CCN Raised**	**Expiry date of CCN**

Originator
Name: **Company:** **Telephone:** **Email:**

Clauses and Schedules affected

Associated Change Control Notices

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CCN No.	*Name of Agreement*	*Date of Agreement*

Reason for change
Description of Change
Changes to TPA

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Impact of change on other agreement provisions

Timetable for implementation

Acceptance	
Signed for and on behalf of: **Health Education England**	**Signed:** **Print Name:** **Title:** **Date:**
Signed for and on behalf of [PLACEMENT PROVIDER]:	**Signed:** **Print name:**

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

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SCHEDULE FOUR PART B - Tri-Partite Agreement for Undergraduate Medical Education

(TPA-UGME)

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Annex 1 - Change Control Notification Form

Annex 2 - Funding

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Purpose of this Schedule

This Schedule sets out the terms which shall apply if HEE and the Provider contract with (as the case may be) a Placement Provider or Education Provider (each a **Party** and together the **Parties**) to form a Tri-Partite Agreement for Undergraduate Medical Education (**TPA-UGME**). A TPA-UGME shall be formed by HEE, the Provider and (as the case may be) Placement Provider and Education Provider entering into a letter of coordination in the form prescribed by HEE (**Letter of Coordination**).

Background

(a) This TPA-UGME shall be used where the Education Provider and the Placement Provider are being funded by HEE to provide undergraduate medical training.

(b) This TPA-UGME governs the sharing of responsibilities in order to deliver undergraduate medical training, and sits alongside the Parties' respective NHS Education Contracts and any Placement Agreement entered into by the Education Provider and Placement Provider.

(c) This TPA-UGME is not to be used by undergraduate medical primary care providers for the year 2021 – 2022 or until primary care is included in the scope of the national tariff, whichever is the latter. At that point, the TPA-UGME shall be revised to recognise the distinction between primary and secondary care.

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1 Definitions and Interpretation

1.1 In this TPA-UGME, unless the context otherwise requires:

1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Contract.

1.1.2 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

1.1.3 The headings in this TPA-UGME will not affect its interpretation.

1.1.4 Where either the Education Provider or the Placement Provider has entered into a Placement Agreement, the terms of this TPA-UGME shall prevail. If there is any conflict between the terms of this TPA-UGME and the terms of the NHS Education Contract, the terms of the NHS Education Contract will prevail.

1.1.5 References to paragraphs in the Guidance shall be replaced as necessary by updated references where the Guidance is updated or superseded.

1.2 In addition to the interpretation section of the NHS Education Contract within this TPA-UGME, the following terms shall have the following meanings:

Term	Meaning
Accountability Report	The annual UGME accountability report in the form prescribed by HEE from time to time.
Administrator	The person appointed by the Regional Medical School Liaison Committee to that function.

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Term	Meaning
Central Government Body	A body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
Chair	The Deputy Medical Director (Undergraduate Education) of HEE.
Change	An amendment to any of the following: • Locally Negotiated Agreements • Funding arrangements • Changes to the delivery of the curricula or assessment which underpin Placements, in accordance with the Change Control Process.
Change Control Note	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process.
Change Control Process	The change control process referred to in clause 23.
Devolved Funding	Funding that is delegated to the Education Provider to manage clinical Placements on HEE's behalf.

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Term	Meaning
Education Provider	The contracted provider of certain education and training services who is signed up to provide tuition services pursuant to an NHS Education Contract, and is named in the parties section above.
Education Provider Staff	Staff employed or engaged by the Education Provider.
Elective	A required clinical Placement with a large degree of Learner choice that may be organised by the Learner. An Elective may be completed in the UK or abroad.
Exposure Prone Procedures	Invasive procedures where there is a risk that injury to a member of Staff may result in the exposure of the patient's open tissues to the blood of the member of Staff.
Governing Documents	The constitution, standing financial instructions, scheme of delegation, and/or other document overseeing the governance of a Party.
Guidance	The Education and Training Tariff guidance published by the Department of Health and Social Care (as may be updated and/or superseded from time to time and which may be published in future by the Department of Health and Social Care or HEE).
Local Medical School Liaison Committee	An operational group established in accordance with clause 17 of this TPA-UGME to facilitate collaboration and sharing of best practice between HEE, medical schools and local education providers in accordance with its terms of reference published by HEE from time to time.
Locally Negotiated Arrangements	Arrangements that have been negotiated between the Parties on a local level and which are related to local flexibilities allowed for within Annex B of the Guidance.

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Term	Meaning
Long Term Plan	The NHS long term plan published on 7 January 2019 (and as may be updated from time to time).
National Medical School Liaison Committee	The strategic level group within HEE that will seek to ensure consistency, transparency and the alignment of best practice in monitoring the quality of the learning environment and in UGME financial models across the Regions in accordance with its terms of reference published by HEE from time to time.
National Variation	A variation mandated by HEE to incorporate changes to Applicable Laws and/or Guidance as they may affect this contract and notified to the Parties by whatever means HEE may consider appropriate.
NHS Education Contract	The contracts entered into on or around the date of this agreement between the Placement Provider and HEE, and the Education Provider and HEE respectively.
Out of Tariff	Refers to separate HEE investment to medical schools that is outside of the Tariff Payment.
Placement	Any arrangement in which a Learner spends a block of time engaged in clinical learning in an environment that provides healthcare or related service to patients or the public as part of a Programme. Clinical Placements take place primarily in a primary, secondary, or social care setting, but may also take place in charities, hospices and other non-NHS organisations including voluntary and independent sector organisations. Clinical Placements often encompass active involvement in patient care, but they can also be classroom based to enable the required clinical Placement learning or observing health or social care processes.

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Term	Meaning
Placement Agreement	An agreement between an Education Provider and a Placement Provider which contains specific detail relating to Placement activities and the roles and responsibilities of the Education Provider and the Placement Provider respectively. The Placement Agreement will be developed and agreed by the Education Provider and the Placement Provider. It may be in the standard template format made available by HEE in the NHS Education Contact or another format.
Placement Provider	The organisation that provides practice clinical Placements pursuant to an NHS Education Contract, and is named in the parties section above.
Placement Provider Staff	Staff employed or engaged by the Placement Provider.
Region	Any one or more of the seven (7) HEE 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.
Regional Medical School Liaison Committee	A strategic group established in each of the Regions in accordance with clause 14 of this TPA-UGME to facilitate collaboration and sharing of best practice between HEE, medical schools and local education providers in accordance with its terms of reference published by HEE from time to time.
Representative Member	A member of a Regional Medical School Liaison Committee.
Services	The services provided or to be provided under Schedule 1 (Provider Services) of the respective Education Provider's and Placement Provider's NHS Education Contract.

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Term	Meaning
Suspension Event	the occurrence of any of the following: a) HEE and/or any Regulator having reasonable grounds to believe that the Provider is or may be in breach of Applicable Laws and/or Guidance, or in material breach of the Quality and Performance Requirements or regulatory compliance standards issued by a Regulator; or b) HEE and/or any Regulator having reasonable and material concerns as to the continuity, quality or outcomes of any Service, or for the health and safety of any Service User and/or Learner; or c) the Provider receiving a Contract Performance Notice in respect of a Service within 12 months after having agreed to implement a Remedial Action Plan in respect of the same issue with that Service; or c) HEE, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or d) an Exception Report being issued under clause 26 of the NHS Education Contract and the Provider's Governing Body failing to procure the rectification of the relevant breach of the Remedial Action Plan within the timescales indicated in that Exception Report; or e) the Placement Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or Monitor's Licence.
Tariff Payment	A medical undergraduate tariff payment as specified in the Guidance.
UGME	Undergraduate medical education.

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2 Commencement, duration and status of this TPA-UGME

2.1 This TPA-UGME comes into effect on the date that it is executed by all of the Parties, and, unless terminated earlier, will expire on the expiry or earlier termination of either of the NHS Education Contract entered into between HEE and Education Provider and/or the NHS Education Contract entered into between HEE and the Placement Provider, whichever is the earlier (the "**Term**").

2.2 If there is a National Variation to the NHS Education Contract, the Parties agree that this TPA-UGME will, to the extent necessary, be read and construed by the Parties as including any and all variations as may be necessary to make this TPA-UGME consistent with the NHS Education Contract (as varied).

3 Principles of the TPA-UGME

3.1 In consideration of performing their respective obligations under this TPA-UGME and the NHS Education Contract, the Parties must in performing such obligations:

3.1.1 at all times work collaboratively with each other;

3.1.2 act in a timely manner;

3.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

3.1.4 at all times, observe relevant statutory powers, the Guidance, and best practice to ensure compliance with Applicable Laws and standards including those governing procurement, data protection and freedom of information; and

3.1.5 have regard to the needs and views of all of the Parties, and as far as is reasonably practicable take such needs and views into account.

3.2 The Parties acknowledge that the Education Provider and Placement Provider act on their own behalves when providing the Services, and when performing other obligations as required by this TPA-UGME. The Education Provider and Placement Provider do not act as agents of HEE, or on behalf of HEE, when providing the Services, or when undertaking other activities in performance of their obligations under this TPA-UGME and the NHS Education Contract.

3.3 The Parties acknowledge that the Education Provider Staff and the Placement Provider Staff do not act as agents of HEE, or on behalf of HEE, at any point when carrying out the Services.

3.4 The Education Provider and Placement Provider shall identify and appoint sufficient Staff to ensure that the Services are provided in all respects and at all times in accordance with this TPA-UGME.

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3.5 The Education Provider and Placement Provider shall be entirely responsible for the engagement or employment of Education Provider Staff and Placement Provider Staff and the terms and conditions of service of all Education Provider Staff and Placement Provider Staff including, without limitation, the payment of all remuneration and benefits to Education Provider Staff and Placement Provider Staff. The Education Provider and Placement Provider shall bear all liability, without limitation, for the actions of their Staff.

3.6 It is further agreed that the Education Provider and Placement Provider may enter into a Placement Agreement which shall set out further arrangements between them.

3.7 The Parties agree to keep Confidential Information confidential (as defined in the NHS Education Contract) and in accordance with clause 34 (Confidentiality) of the NHS Education Contract, however for the purpose of this TPA-UGME, the Parties may share Confidential Information between them and any such sharing will not be deemed to be a breach of the NHS Education Contract. For the purpose of this clause 3.7, such Confidential Information shall include personal data as defined in the Data Protection Legislation and the Parties agree that they will continue to comply with their respective obligations under the terms of clause 33 (Data protection) and Schedule 5 (Processing, Personal Data and Data Subjects) of the NHS Education Contract.

3.8 The Parties shall each identify and rely upon one or more lawful bases for the sharing of personal data as defined in the Data Protection Legislation for the purpose of complying with clause 3.7 above.

3.9 The Parties agree that they will continue to comply with their respective obligations under the terms of clause 20 (Exchange of Information between HEE and Provider), Schedule 6 (Exchange of Information between HEE and the Provider), and clause 32 (FOIA) of the NHS Education Contract.

4 Functions of the TPA-UGME

4.1 The function of this TPA-UGME is to ensure the Parties act collaboratively in the planning, securing and monitoring of the Services, and in particular, with respect to each of their NHS Education Contracts, to:

4.1.1 plan Services to meet Learner needs of the local population in the Region in accordance with the Parties' respective intentions and ambitions;

4.1.2 provide the range of Services as detailed in Schedule 1 of the NHS Education Contract;

4.1.3 fulfil the requirements of paragraph 16 of Annex B of the Guidance, through:

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4.1.3.1 the joint sharing of information (already collated to meet GMC standards) about clinical Placement site delivery of educational requirements in respect of undergraduate Placements;

4.1.3.2 transparency of usage of clinical Placement Funding; and

4.1.3.3 regular discussion between the Parties on the quality of the Learning Environments and the achievement by Learners of the required outcomes.

4.2 In accordance with paragraph 2.17 of the Guidance, Education Providers and Placement Providers shall ensure that all aspects of clinical Placement provision are discussed and agreed with HEE to ensure that clinical training is deliverable within the resources available. HEE will ultimately need to review and agree any proposed Locally Negotiated Arrangements to ensure consistency and equity in the access to additional Funding across the Regions. Where the Education Provider or Placement Provider has concerns relating to Funding they will raise them with HEE and HEE may adjust Funding as appropriate in accordance with the terms of the NHS Education Contract it holds with the Education Provider or Placement Provider, as the case may be.

5 Tariff Payments

5.1 A clinical Placement in England that attracts a Tariff Payment must meet each of the following criteria (in accordance with paragraph 2.11 of the Guidance):

5.1.1 be a recognised part of the education and training curriculum for the course and approved by the HEI and the relevant Regulator, as appropriate;

5.1.2 meet the quality standards of the Regulator and HEE;

5.1.3 be direct clinical training which meets the definition of a clinical Placement;

5.1.4 have the appropriate clinical and mentoring support as defined by the relevant Regulator; and

5.1.5 is not workplace shadowing.

5.2 In accordance with paragraph 2.12 of the Guidance, any time spent by Learners at a Placement Provider which does not meet the criteria set out in clause 5.1 above will not be covered by a Tariff Payment. The funding for this activity should be determined as a Locally Negotiated Arrangement by the Placement Provider and HEE.

5.3 In accordance with paragraph 2.34 of the Guidance, a medical undergraduate clinical Placement tariff is only applicable to Learners who are included within the Office for Students ("**OfS**") approved relevant intake control target of medical school places (where published).

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6 Funding

6.1 HEE will be responsible for identifying and implementing the most appropriate Funding routes for payments to the Placement Provider and/or the Education Provider provided that it is anticipated that the NHS Education Contract will ordinarily be the appropriate Funding route. HEE has the flexibility to agree (where appropriate) different Funding routes with the Parties.

6.2 In accordance with paragraph 9 of Annex B of the Guidance, it is the type of activity, rather than the location of training or which Party is delivering it that is relevant in deciding on the most appropriate funding source for the placement of Learners.

6.3 Additional provisions relating to Funding are set out in Annex 2 (Funding).

7 Education Provider Roles

7.1 In addition to its responsibilities under the NHS Education Contract, the Education Provider is responsible for the following roles during the Term of this TPA-UGME in accordance with the Education Provider's functions:

7.1.1 the Education Provider has a statutory requirement to the Regulator (in this case, the GMC) to assure that each clinical Placement meets the outcomes and standards required by the Regulator (as may be revised and or superseded from time to time by the Regulator). The Education Provider shall have systems and processes in place to monitor the quality of teaching and facilities for all clinical Placements. In accordance with the requirements of the Regulator, the Education Provider may remove a Learner from a clinical Placement if the Education Provider has concerns about the quality of a clinical Placement (liaising with HEE as appropriate), provided that the Education Provider notifies HEE of such removal (where possible in advance of such removal);

7.1.2 ensure that all Learners being awarded UK primary medical qualifications have met the outcomes referred to in clause 7.1.1 above;

7.1.3 ensure that it meets the regulatory requirements of the OfS (including staying within the relevant intake of Learner numbers, whether the Learner is based at home or overseas);

7.1.4 designing curricula and associated assessments in accordance with:

7.1.4.1 The Medical Act 1983 and all Applicable Law;

7.1.4.2 Outcomes for Graduates 2018, published by the GMC and as may be updated or superseded from time to time;

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7.1.4.3 GMC (2016) Promoting excellence: standards for medical education and training, published by the GMC and as may be updated or superseded from time to time; and

7.1.4.4 Quality Assurance Agency ("**QAA**") standards and quality in higher education published by the QAA and as may be updated or superseded from time to time;

7.1.5 managing the delivery of the approved curricula including specifying defined learning outcomes and assessment criteria;

7.1.6 providing a clear and robust fitness to practise policy and process that meets GMC requirements;

7.1.7 protecting Service Users whilst on Education Provider premises and taking appropriate steps to minimise any risk of harm to anyone consequential to the teaching of Learners in accordance with the GMC guidance entitled 'Promoting Excellence';

7.1.8 acting as a main focus for strategic, administrative and management functions in delivering the undergraduate medical Programmes, including clinical Placement planning, liaison and management;

7.1.9 ensuring and providing assurance that Education Provider Staff and all involved in the teaching and supervision of Learners receive all appropriate training, including equality and diversity training to ensure they are aware of their responsibilities. If the Parties agree, where Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider;

7.1.10 managing and enhancing the quality of Programmes;

7.1.11 monitoring the effectiveness and quality of academic and clinical teaching and facilities for clinical Placements in accordance with all applicable regulatory and quality requirements including without limitation GMC regulatory requirements and the requirements under their NHS Education Contract;

7.1.12 selecting Learners for admission to Programmes in line with current best evidence and practice For example, using recommendations such as set out in the Selecting for Excellence Final Report *https://www.medschools.ac.uk/media/1203/selecting-for-excellence-final-report.pdf;*

7.1.13 providing information, support and guidance to Learners including:

7.1.13.1 academic support; and

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7.1.13.2 welfare and general support (including, for example careers guidance and to provide information on who to contact during clinical Placements should Learners experience harassment of any kind).

7.1.14 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour;

7.1.15 providing support and opportunities for all Parties to engage in curriculum development, review and revalidation of the undergraduate medical course at meetings of the Regional Medical School Liaison Committee in accordance with the objectives of the Regional Medical School Liaison Committee set out in clause 14 and via meetings of the Local Medical School Liaison Committee;

7.1.16 collecting and analysing a range of data including data on equality and diversity in line with the requirements of the Data Protection Legislation;

7.1.17 managing any Devolved Funding for the delivery of clinical Placements in general practice and the private, independent and voluntary sectors and any Out of Tariff investment, according to the model relating to delegations and payments regarding Funding as determined by HEE and the Education Provider pursuant to relevant governance processes.

7.1.18 assuring HEE on the use of any Devolved Funding for delivery of clinical Placements in general practice and the private, independent and voluntary sectors and any Out of Tariff investment for the intended purposes;

7.1.19 having appropriate systems and processes in place to supply information to HEE to support education commissioning and financial planning that includes completion of the clinical Placement activity returns and in accordance with Schedule 7 (Exchange of information between HEE and the Provider) of the NHS Education Contract; and

7.1.20 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment.

8 Placement Provider Roles

8.1 In addition to its responsibilities under the NHS Education Contract, the Placement Provider is responsible for the following roles during the Term of this TPA-UGME:

8.1.1 to meet the management and delivery of medical education and training requirements set out in the guidance ‘Promoting excellence: standards for

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medical education and training' published by the GMC and as may be updated or superseded from time to time;

8.1.2 making available Placement Provider Staff and practical support needed to deliver the teaching and assessment of clinical parts of the curriculum of the Education Provider in an appropriate environment;

8.1.3 supporting and working together with the Education Provider to comply with the requirements set out within Outcomes for Graduates (GMC) 2018;

8.1.4 supporting and working together with the Education Provider to assist the Education Provider in meeting its quality assurance requirements and standards of the Regulator (in this case, the GMC);

8.1.5 ensuring that Placement Provider Staff undertaking designated undergraduate medical teaching and assessment roles have sufficient protected time in their job plans to carry out teaching and assessment;

8.1.6 releasing Placement Provider Staff to complete the training needed to be recognised teachers and to take part in professional development and quality assurance activities;

8.1.7 ensuring that Placement Provider Staff involved in the teaching of Learners receive all appropriate training, including equality and diversity training and are aware of their responsibilities and the issues that need to be considered when undertaking their roles in undergraduate medical education. If the Parties agree, where Placement Provider Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider;

8.1.8 enhancing curriculum development by facilitating and encouraging the engagement of appropriate Placement Provider Staff in the teaching of Learners;

8.1.9 to work with the Education Provider to support Learners with disability and/or specific learning needs and implement reasonable adjustments within the bounds of capability and in accordance with current legislation;

8.1.10 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment; and

8.1.11 protecting Service Users whilst on Placement Provider premises and taking appropriate steps to minimise any risk of harm to anyone

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consequential to the teaching of Learners in accordance with the GMC guidance entitled 'Promoting Excellence'.

9 HEE Roles

9.1 In addition to its responsibilities under the NHS Education Contract, HEE is responsible for the following roles during the Term of this TPA-UGME:

9.1.1 ensuring that the NHS medical workforce has the right skills, behaviours, and training and is available in the right numbers to support the delivery of excellent healthcare;

9.1.2 implementing national policy relating to undergraduate medical education and training, including informing and developing the refinement of the Guidance (as may be updated or superseded from time to time);

9.1.3 properly following and implementing the medical undergraduate tariff as set out in the Guidance (as may be updated or superseded from time to time);

9.1.4 assuring the use of medical undergraduate tariff, any Devolved Funding in accordance with the NHS Education Contract, and any separate HEE Out of Tariff investment that are allocated to the Education Provider and the Placement Provider;

9.1.5 ensuring that clinical Placement learning environments meet the requirements of HEE's Quality Framework in accordance with the Quality and Performance Requirements set out in Schedule 3 of the NHS Education Contract;

9.1.6 supporting the transition of medical graduates into foundation training Programmes; and

9.1.7 ensuring active engagement and relationship management with the Education Provider and the Placement Provider that fosters close partnership working and facilitates integration with local healthcare systems.

10 Education Provider Funding responsibilities

10.1 The Education Provider will be responsible for funding the following corporate functions:

10.1.1 HR / Recruitment: which shall include the preparation of job descriptions, preparing, issuing and managing job advertisements, job interviews, and the appointment and induction of academic Education Provider Staff and defined academic lead roles who shall be responsible for delivery for such activities within the Education Provider or on their behalf within Placement Providers.

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10.1.2 Finance: insofar as this relates to university funding and university finance administration. Funding and payments to clinical teachers outside the Placement Provider are generated by locality teams.

10.1.3 Staff Development – Academic: essential activity which includes the induction of Education Provider Staff and the training and professional development of clinical teachers who shall be responsible for delivery for such activities within the Education Provider.

10.1.4 Marketing and PR in relation to the undergraduate medical course.

10.1.5 Selection of Learners for admission to the undergraduate medical course.

10.1.6 Quality and Standards of education: internal and external (i.e. GMC/Universities/QAA) quality assurance functions. This function relates to university quality assurance, and also includes peer review and observation of clinical teachers. Where the Education Provider identifies any issue (as required under clause 25 and Schedule 3 of the NHS Education Contract) relating to the quality of the clinical Placement learning environments, the Education Provider shall promptly notify HEE in writing of any such concerns in the first instance.

10.1.7 Registry services: the enrolment and documentation of Learner progress towards graduation. Clinical elements of this function includes the investigation of complaints and Fitness to Practice procedures (mostly dealt with by Sub Deans and Associate Deans).

10.1.8 Education Provider Staff DBS checks: to be undertaken at the point of recruitment in respect of those who are directly employed by the Education Provider.

10.1.9 Assessment: the collation and review of Learner assessment results.

10.1.10 Widening participation: the process of expanding access to medicine to suitable candidates who would not otherwise apply to become Learners due to socio-economic reasons.

10.1.11 IT Services: university IT systems including email and other infrastructure systems.

10.1.12 E-learning: the development and maintenance of technology-assisted learning, encompassing current methods such as telematics and virtual learning, as well as emergent related technologies that facilitate learning. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.1.13 Library – university: libraries are to be maintained at each campus.

10.2 The Education Provider will be responsible for funding the following student services:

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10.2.1 Student Support, including DBS: dealing with student disabilities, financial hardship etc. and arranging pastoral support of students. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.2.2 Student Counselling: student counselling services are to be made available through university services. Learners also have access to NHS counselling and chaplaincy services. Therapeutic counselling is to be provided for a limited period (such period to be agreed between the Parties) for Learners who have been referred to it by occupational health. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.2.3 Prizes and awards: the Education Provider is to arrange and provide for Learner prizes and provide limited support for Learners to undertake approved activities. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.2.4 Student Occupational Health: all Learners working with Service Users are to be vaccinated and checked for blood borne viruses e.g. HIV, hepatitis B before they are involved with Exposure Prone Procedures to Service Users. Provide specialised advice as to whether Learners with health problems are a risk to Service Users or themselves. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.2.5 Careers Advice: provided in close contact with HEE, this service helps Learners find the right speciality. A requirement of the GMC, it also helps reduce problems later in their training and working lives. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

10.3 The Education Provider will be responsible for funding the following teaching and learning services:

10.3.1 Academic teaching: provision of academic content (on the relevant medical Programme) and training.

10.4 The Education Provider will be responsible for funding the following roles and posts:

10.4.1 Academic roles.

11 Placement Provider Funding responsibilities

11.1 The Placement Provider will be responsible for funding the following corporate functions:

11.1.1 Library – Hospital: libraries are maintained at all hospital sites – and this function includes Learner use.

11.2 The Placement Provider will be responsible for funding the following teaching and learning services:

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11.2.1 Clinical Training in clinical setting: clinical practice content that needs to be undertaken in the clinical environment.

11.3 The Placement Provider will be responsible for funding the following roles and posts:

11.3.1 Clinical roles: clinical Placement leadership teaching and administrative roles.

12 Joint Education Provider and Placement Provider Funding responsibilities

12.1 The following corporate function funding responsibilities are between the Education Provider and the Placement Provider:

12.1.1 Education Provider Staff and Placement Provider Staff development – clinical: clinical teaching CPD e.g. Academy of Medical Educators.

12.1.2 Accommodation and Travel and Committee Management: the provision of detailed breakdowns of relative contributions available. Room bookings, note taking, typing up minutes and following through actions. For some roles this will impact on Education Provider Staff and Placement Provider Staff who are actively involved in curriculum development.

13 Locally Negotiated Arrangements

13.1 Any proposals made by the Parties in relation to any Locally Negotiated Arrangements identified in clauses 10-12 above or clause 13.2 below shall be agreed between the Parties.

13.2 The following teaching and learning funding responsibilities shall be Locally Negotiated Arrangements:

13.2.1 Equipment: funding for equipment required to deliver education and training.

13.2.2 Objective Structural Clinical Examinations: examiners are largely NHS clinicians. All examiners shall require training beforehand to maintain a fair and reasonable quality standard. Exams may take place in Education Providers, Placement Providers or on neutral territory e.g. a hired conference facility.

13.2.3 Electives: the Elective period is a Learner selected period of training. Some Learners go abroad (for the avoidance of doubt, if a Learner goes abroad this is to be self- funded). Currently a proportion arrange local Electives in the NHS but there is currently no payment to Placement Providers for this. There is a small number of Learners who go to other medical schools in the UK or abroad.

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14 Regional Medical School Liaison Committee

14.1 Each Party must:

14.1.1 appoint one of its Representative Members to give and receive notices and other communications for the purposes of the Regional Medical School Liaison Committee;

14.1.2 appoint its Representative Member(s) to the Regional Medical School Liaison Committee in accordance with clause 14.3 below; and

14.1.3 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Regional Medical School Liaison Committee.

Regional Medical School Liaison Committee membership

14.2 The Regional Medical School Liaison Committee is an arrangement established by agreement of the Parties as the focus for discussion of matters relating to this TPA-UGME and the pursuit of the objectives and performance of the function of this TPA-UGME.

14.3 The membership of the Regional Medical School Liaison Committee will contain the following Representative Members from each Party:

HEE	Education Provider	Placement Provider
• Deputy Medical Director (Undergraduate Education); • Senior Education Commissioner Undergraduate Medicine and Dental; • Regional Postgraduate Dean; • Regional Head of Finance; and • Regional Director (optional).	Representatives from the medical schools in the Region: • Vice/Pro Dean or Head of MBChB course; and • UG Primary Care Head of Teaching; • Finance Director.	Representatives from NHS Trusts and/or NHS Foundation Trusts in the Region, such representatives to be a: • CEO or • Finance director; • Medical Director; • UG Primary Care Head of Teaching.

14.4 The period of the appointment of each Representative Member of the Regional Medical School Liaison Committee will be decided by the Party appointing that representative.

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Meetings

14.5 In accordance with the terms of reference for the Regional Medical School Liaison Committee meetings of the Regional Medical School Liaison Committee will be:

14.5.1 held twice annually, or as otherwise agreed by the Parties from time to time;

14.5.2 held face-to-face or as otherwise agreed by the Parties from time to time; and

14.5.3 convened by the Administrator who will set dates for the year in advance and issue agenda papers 2 weeks prior to the meeting by e-mail to each Representative Member.

14.6 Nominated deputies shall be agreed with the Chair.

14.7 The quorum for conducting a meeting of the Regional Medical School Liaison Committee is the attendance of at least one representative of each of the Parties as set out in the table in clause 14.3.

15 Purpose of the Regional Medical School Liaison Committee

15.1 In accordance with the terms of reference for the Regional Medical School Liaison Committee, the purpose of the Regional Medical School Liaison Committee is to:

15.1.1 facilitate collaboration and sharing of best practice between the Representative Members;

15.1.2 seek to ensure consistency, transparency, and the alignment of best practice in monitoring the quality of the Learning Environment and in financial models across all seven (7) HEE Regions; and

15.1.3 consider any innovative proposals for use of NHS Tariff.

16 Objectives of the Regional Medical School Liaison Committee

16.1 In accordance with the terms of reference for the Regional Medical School Liaison Committees, the objectives of the Regional Medical School Liaison Committee is to:

16.1.1 provide a partnership forum for the collective discussion and agreement of the financial elements of support for medical undergraduate clinical teaching including tariff and non-tariff components;

16.1.2 provide a forum for the collective planning and allocation of available funds to support a balance of clinical teaching and activity across the full range of suitable clinical Placements within community and hospital settings;

16.1.3 to review all quality management and related data from undergraduate and postgraduate sources and thus facilitate continued improvement in the

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delivery of a high- quality Learning Environment and appropriate allocation of resources;

16.1.4 to oversee appropriate implementation of the NHS Education Contact, the Long Term Plan and relevant components of the HEE mandate to ensure appropriate and transparent use of the tariff to deliver high quality undergraduate medical clinical Placements;

16.1.5 to support and spread innovation and best practice across the continuum of medical education and training, including widening participation, access for medical and dental Learners and delivery of innovation in course delivery and curriculum;

16.1.6 to support to aims of the medical undergraduate expansion as set out in the Long Term Plan ensuring geographical equity to support challenged healthcare economies;

16.1.7 to report to the National Medical School Liaison Committee and to the HEE board; and

16.1.8 to liaise with the Local Workforce Advisory Board on appropriate issues of medical workforce.

16.2 In accordance with the terms of Guidance, the Regional Medical School Liaison Committees shall meet to discuss and agree the following:

16.2.1 The discussing of the Education Provider's defined Learner outcomes for each clinical Placement and how the Representative Members can facilitate Leaners meeting those objectives, in accordance with paragraph 16 and point 4, paragraph 17 of Annex B of the Guidance;

16.2.2 any Changes to the delivery of curricula or assessment which have an impact on clinical Placement capacity to ensure that it is deliverable within the resources available, in accordance with point 5, paragraph 17 of Annex B of the Guidance;

16.2.3 ensuring that adequate resources are available to facilitate each clinical Placement, in accordance with point 5, paragraph 17 of Annex B of the Guidance;

16.2.4 ensuring each Representative Member has access to information on arrangements governed by this TPA-UGME, and in particular, on the Funding allocated to Placements, in accordance with point 6, paragraph 17 of Annex B of the Guidance; and

16.2.5 usage of Funding and the quality of the clinical Placement learning environment and the achievement by Learners of the required outcomes, in accordance with paragraph 16 of Annex B of the Guidance.

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16.3 The Regional Medical School Liaison Committee does not have delegated responsibility to make decisions that bind the Parties, and accordingly the Regional Medical School Liaison Committee does not itself make binding decisions on behalf of the Parties in relation to their respective functions.

16.4 The Regional Medical School Liaison Committee may make recommendations to the Parties, which each Party may adopt in accordance with its own Governing Documents, and a recommendation of the Regional Medical School Liaison Committee will only be binding on a Party to the extent it is accepted by that Party.

16.5 Where a consensus is not reached regarding a recommendation in accordance with clause 16.4, HEE's Senior Responsible Officer (Undergraduate Education) may have a casting vote.

16.6 Any recommendations of the Regional Medical School Liaison Committee, whether arrived at by consensus or by casting vote in accordance with clause 16.5 above, will be communicated to each Party by its representative, and each Party will take its own decision in respect of the recommendation.

17 Local Medical School Liaison Committee

17.1 Each Party must:

17.1.1 appoint a member of its Staff to represent it at meetings of the Local Medical School Liaison Committee and to give and receive notices and other communications for the purposes of the Local Medical School Liaison Committee; and

17.1.2 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Local Medical School Liaison Committee;

17.2 Operational decisions relating to a single organisation that have no impact on other organisations may be decided at meetings of the Local Medical School Liaison Committee. Such meetings and decisions shall be made in accordance with the terms of reference of the Local Medical School Liaison Committee (published by HEE and as may be updated or superseded from time to time).

18 Suspension of the Services

18.1 If a Suspension Event occurs and HEE reasonably believes that it is necessary to suspend any Service in accordance with the NHS Education Contract with immediate effect, HEE will notify the relevant Parties and the Parties agree that HEE may take such immediate action in respect of any affected Service as HEE considers necessary, provided that HEE must promptly report the circumstances of the suspension to all affected Parties, and any affected Party may call a meeting

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of the Regional Medical School Liaison Committee under clause 14.5 to discuss the suspension of the affected Service and to agree any further measures in respect of the Services.

19 Record keeping

19.1 HEE (or, if the Parties agree, another Party) will keep notes of all proceedings and agreements of the Regional Medical School Liaison Committee and must circulate copies to all Parties (whether or not present or represented at the relevant meeting) by e-mail as soon as reasonably practicable.

19.2 Subject to clause 19.3, the Parties acknowledge that records of the Regional Medical School Liaison Committee, as well as information relating to the NHS Education Contract and Services circulated within the Regional Medical School Liaison Committee, are confidential, and each Party must treat such records and information as it would its own confidential information.

19.3 Each Party may share the information referred to in clause 19.2 on a confidential basis with its employees and/or any other Central Government Body on the basis that it informs its employees and/or such Central Government Body of the confidential nature of the information before it is disclosed.

19.4 Where the Placement Provider is an NHS Trust or NHS Foundation Trust, the Placement Provider shall provide an annual Accountability Report to a named individual at HEE (and HEE shall notify the relevant Placement Provider of such individual from time to time).

19.5 The Education Provider shall provide an annual Accountability Report to a named individual at HEE (and HEE shall notify the relevant Education Provider of such individual from time to time).

20 Notices

20.1 Any notices given under this Agreement must be in writing and must be served by hand or post, to the address for the relevant Party set out at the beginning of this Agreement, or by e-mail to the address provided by the Parties to each other from time to time.

20.2 Notices:

20.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;

20.2.2 by hand will be effective upon delivery;

20.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

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21 Dispute resolution

21.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis within the Forum.

21.2 Where any dispute is not resolved under clause on an informal basis, the Parties shall follow the procedure set out at clause 61 (Multi-tiered dispute resolution procedure) of the NHS Education Contract.

22 Conflicts of interest

22.1 Each Representative Member of the Regional Medical School Liaison Committee must abide by all policies of its appointing Party in relation to conflicts of interest.

22.2 The Parties shall follow the procedure set out in clause 58 (Conflicts of Interest) of the NHS Education Contract for dealing with any actual, potential, or perceived conflict of interest.

23 Change Control Process for Changes

23.1 A Change may be proposed in writing to the Chair by either:

23.1.1 the Regional Medical School Liaison Committee; or

23.1.2 the Local Medical School Liaison Committee.

23.2 Where a written request for a Change is proposed in accordance with clause 23.1, the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) to the Chair three (3) weeks of the date of the request.

23.3 The Parties to this Agreement, the relevant Regional Medical School Liaison Committee, and the Chair shall meet within four (4) weeks following the submission of the Change Control Note in accordance with clause 23.2 to discuss the proposed Change.

23.4 Each Change Control Note shall contain:

23.4.1 the title of the Change;

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

23.4.3 the reason for the Change;

23.4.4 full details of the Change, including any specifications;

23.4.5 the price, if any, of the Change;

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

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23.4.7 a schedule of Funding if appropriate;

23.4.8 details of the likely impact, if any, of the Change on other aspects of this Agreement including:

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

(ii) the personnel to be provided;

(iii) the Funding;

(iv) the training to be provided;

(v) working arrangements; and

(vi) other contractual issues;

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

(viii) provision for signature by the Parties.

23.5 For each Change Control Note submitted in accordance with this clause 23 the Chair shall:

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

23.5.2 evaluate the Change Control Note and, as

appropriate: (i) request further information; or

(ii) seek the agreement of the Parties to the Change, and in the event such agreement is provided arrange for three copies of the Change Control Note to be signed by or on behalf of the Parties; or

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

23.6 A Change Control Note signed by the Parties shall constitute an amendment to this Agreement.

23.7 The form of Change Control Note is detailed in Annex 1.

23.8 Until such time as a Change is made in accordance with this Change Control Process, the Parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

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

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24 Variations to this Agreement

24.1 Variations which are Changes will be addressed in accordance with clause 23.

24.2 Any variation to this Agreement will only be effective if it is made in writing, agreed by the Regional Medical School Liaison Committee, and signed by all the Parties.

24.3 Variations cannot conflict with the NHS Education Contract and in the event of any conflict between the terms of this Agreement, as varied, and the terms of the NHS Education Contract the NHS Education Contract will take precedence.

National Variation

24.4 HEE may propose changes to the terms of this Agreement but no proposed changes shall come into effect until a National Variation has been issued by HEE. A National Variation shall be a document setting out the proposed changes and the effect that those changes shall have on any of the terms of this Agreement.

24.5 The Parties acknowledge that any National Variation may be mandated by HEE, in which case the National Variation shall be deemed to have taken effect on the date that HEE mandates the National Variation.

24.6 If the Provider refuses to accept a National Variation, HEE may terminate this Agreement by giving the Provider not less than 3 months' written notice following the issue of a notice that that National Variation is refused.

25 Termination

25.1 Subject to clause 25.2, Without affecting any other right or remedy available to it, the Placement Provider and/or the Education Provider may terminate this Agreement at any time with the written agreement of HEE subject to providing twelve 12 months' notice in writing. At the discretion of HEE this notice period may be reduced where HEE determines that is reasonable to do so.

25.2 Unless otherwise specified by HEE, any termination right exercised in accordance with clause 25.1 above shall only take effect once the student academic year for the year in which the termination right has been exercised has come to an end.

26 Consequence of expiry or termination

26.1 The Parties to this Agreement recognise their continuing responsibilities in relation the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry of termination of this Agreement.

26.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

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27 Governing law and jurisdiction

27.1 This Agreement will be considered as an agreement made in England and will be subject to the laws of England.

27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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Annex 1 - Change Control Note

CCN Number:

Title of Change **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: **Company:** **Telephone:** **Email:**	**Name:** **Company:** **Telephone:** **Email:**

Clauses and Schedules affected

Associated Change Control Notices

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CCN No.	*Name of Agreement*	*Date of Agreement*

Reason for change
Description of Change
Changes to TPA-UGME

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Impact of change on other agreement provisions

Timetable for implementation

Acceptance	
Signed for and on behalf of: **Health Education England**	**Signed:** **Print Name:** **Title:** **Date:**
Signed for and on behalf of [PLACEMENT PROVIDER]:	**Signed:** **Print name:**

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

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Annex 2 - Funding

Education Providers

- Assurance on the use of any Out of Tariff investment to the Education Provider.
- Provision of HEI UGM activity data collections in required timescales.

Placement Providers

- Assurance on the use of medical undergraduate tariff (mechanism will be the annual Accountability Report).

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SCHEDULE FOUR PART C – STANDARD PLACEMENT AGREEMENT

Standard Placement Agreement

between

[Placement Provider]

and

[Education Provider]

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This Placement Agreement is made on [INSERT DATE]

Between

[the **EDUCATION PROVIDER**] whose head office is at [insert address] ("**Education Provider**"); and

[the **PLACEMENT PROVIDER**] whose head office is at [insert address] ("**Placement Provider**");

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

1 DEFINITIONS AND INTERPRETATION

1.1 In this Placement Agreement, unless the context otherwise requires:

1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Contract.

1.1.2 References to Schedules shall be references to Schedules in the NHS Education Contract.

1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

1.1.4 The headings in this Placement Agreement will not affect its interpretation.

1.1.5 Where either the Education Provider or the Placement Provider has entered into a TPA as well as this Placement Agreement, the terms of the TPA shall prevail. If there is any conflict between the terms of the TPA and the terms of the NHS Education Contract, the terms of the NHS Education Contract will prevail.

Action Plan	means the action plan to be prepared and implemented by the Education Provider and the Placement Provider; and
Attendance Arrangements	means an arrangement by which a member of Education Provider Staff shall attend the Placement Providers Premises to facilitate learning which may be through an honorary contract or licence to attend or a similar form of arrangement.

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2 EDUCATION PROVIDER RESPONSIBILITIES

The Education Provider shall, in addition to its responsibilities set out under its NHS Education Contract with HEE and any TPA that it enters into between HEE and a Placement Provider, comply with the following obligations:

2.1 Facilitation and assessment of practice learning

2.1.1 nominate a "lead" or "leads" who will be the key contact point(s) at the Education Provider for the Placement Provider and inform the Placement Provider of the identity and contact details of such lead or leads. A "lead" may be the same individual appointed by the Education Provider as the Provider Representative under clause 24.2 of its NHS Education Contract;

2.1.2 provide information to the Placement Provider Staff involved in the facilitation and assessment of practice learning on the specific requirements of the practice learning component of each relevant Programme and Placement;

2.1.3 provide education resources and/or study days for Placement Provider Staff to develop the competencies that they require to facilitate learning and carry out assessment of Learners in the Premises;

2.1.4 ensure that it will engage with a representative sample of senior Placement Provider Staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) to review:

2.1.4.1 the Education Provider's recruitment and selection policies and criteria;

2.1.4.2 the curriculum as set by the Education Provider;

2.1.4.3 the occupational health or DBS check clearance processes that the Education Provider has in place to screen Learners before they are admitted on a Placement in accordance with clauses 12 and 13 of the NHS Education Contract; and

2.1.4.4 the information submitted by the Education Provider to the Placement Provider in accordance with Schedule 6 (Exchange of Information between HEE and the Provider) of the NHS Education Contract, as required by HEE as part of its Quality and Performance Requirements process, to confirm that the information submitted contains no material inaccuracies;

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2.1.5 ensure that Learners are adequately prepared to carry out skills appropriate to the course they are undertaking prior to commencing a Placement;

2.1.6 ensure that Learners have met appropriate standards in relation to clinical knowledge and skills commensurate with the Placement undertaken and their stage in their Programme; and

2.1.7 support Placement Provider Staff to represent the Placement Provider in the delivery of the Education Provider's practice learning and assessment processes.

2.2 **Health and Safety, Occupational Health and Disclosure and Barring Service (DBS)**

2.2.1 agree with the Placement Provider the responsibility for any necessary work related checks and clearances, such as occupational health checks, right to work checks, Regulator checks, including any necessary DBS checks as in accordance with Applicable Law and Guidance; and disclosure from the Learner of any criminal convictions that might not be disclosed under the DBS checks;

2.2.2 receive and evaluate the outcome of the checks and requests for clearances described at clause 2.2.1 above, and shall take any necessary action in relation to any Learner before that Learner commences a Placement. The Education Provider shall confirm to the Placement Provider that the necessary checks have been performed and are up-to-date;

2.2.3 the Education Provider shall ensure that Learners have received manual handling, basic life support training, and any other mandatory training in accordance with the Regulator; curriculum requirements; as agreed with the Placement Provider; and in accordance with the Education Providers requirements.

3 **PLACEMENT PROVIDER RESPONSIBILITIES**

3.1 The Placement Provider shall, in addition to its responsibilities set out under its NHS Education Contract with HEE and any TPA that it enters into between HEE and an Education Provider, comply with the following obligations:

3.2 **Facilitation and assessment of Practice Learning**

3.2.1 ensure that all relevant Staff are competent to support Learner learning and assessment, meet Regulator requirements and/or are required to commence a programme of continuing professional development after recruitment and preceptorship in order to achieve these competencies (as appropriate);

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3.2.2 have appropriate educational responsibilities included in their job descriptions and appropriate competencies defined in their job specifications;

3.2.3 are appropriately monitored, appraised and reviewed by the Placement Provider in relation to the provision of these responsibilities;

3.2.4 ensure that the Learners receive:

3.2.4.1 an appropriate induction and orientation, including local policies and procedures relevant to each Placement; and

3.2.4.2 feedback on their performance in a time frame appropriate to the activity performed to meet the specified learning outcomes set by the Education Provider with which such Learners are enrolled;

3.2.5 immediately notify the Education Provider of any Service provision changes that might affect Learners ability to meet the learning outcomes agreed with that Education Provider and offer alternative Placements if possible;

3.2.6 ensure that the assessment of Learners is appropriately moderated as agreed between each Education Provider and Placement Provider;

3.2.7 make appropriate and sufficiently qualified Staff available to ensure Learners receive an educationally relevant experience through effective facilitation and assessment of Placements. This will allow the development and testing of the competencies required to meet the Placement outcomes;

3.2.8 encourage and support sufficient and appropriate Staff to undertake education and development in the facilitation and assessment of Placements;

3.2.9 ensure that Education Provider Staff are granted access to the Learners' on Placements at Placement Provider Premises in order to conduct the assessments referred to in clause 3.2.8 (provided that the relevant Education Provider Staff give reasonable notice to the Placement Provider);

3.2.10 encourage and support Staff to participate in any disciplinary and appeals process relating to a Learner at the invitation of the Education Provider;

3.2.11 make available facilities to support Learners undertaking Placements in their clinical practice and/or service areas, including access to multi professional learning resource centres and information services where available;

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3.2.12 ensure that Learners have, where reasonably practical, similar work facilities and amenities to those available to Placement Provider Staff;

3.2.13 ensure that all Premises, facilities and equipment are suitable for the performance of the Services and comply with any applicable health and safety legislation;

3.2.14 provide access to its Premises to external approving bodies (e.g. Health and Care Professions Council, Nursing and Midwifery Council) where it is necessary to inspect Placement provision pertaining to named courses;

3.3 **Health and Safety, Occupational Health and Criminal Records Bureau Screening**

3.3.1 ensure the health, safety and welfare of Learners undertaking Placements, as they would for Staff;

3.3.2 provide appropriate information on Placement Provider health and safety policy as part of the induction to the Placement;

3.3.3 provide appropriate information to Learners about uniform policy or expected dress code, how to raise a matter of concern and enable Learners to contact senior Staff efficiently;

3.3.4 notify the Education Provider of any serious untoward incidents where involvement of any Learner calls into question their fitness for training; or incidents which may adversely affect health or wellbeing of the Learner; within a timescale appropriate to the seriousness of the situation and in any event within two (2) Business Days; and

3.3.5 satisfy itself that the procedures adopted by the Education Provider to undertake the checks and clearances are appropriate and accept as valid the DBS checks and occupational health checks carried out by each Education Provider.

4 **JOINT RESPONSIBILITIES**

4.1.1 The Placement Provider and the Education Provider shall, in addition to its responsibilities set out under their respective NHS Education Contracts with HEE and any TPA they enter into with HEE, comply with the following joint obligations:

4.2 **Disciplinary Procedure and Fitness to Practice**

4.2.1 Either Party reserves the right to remove a Learner from a Placement in any case where a Party reasonably considers it necessary, having regard to the Learner's conduct or professional suitability. The decision to

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remove a Learner from a Placement shall only be made by appropriate senior members of Staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) and, wherever possible, shall only be made following consultation between the relevant Education Provider (with whom the Learner is enrolled) and Placement Provider.

4.2.2 Where it is deemed necessary by the Education Provider (with whom the Learner is enrolled) or by the Placement Provider (as appropriate) a Learner may be removed from participation in a Placement to allow for the proper investigation of the conduct or professional suitability of that Learner. Such a disclosure will be investigated by the Education Provider, and the Education Provider will take any necessary action using a decision-making process in collaboration with the Placement.

4.2.3 In any event, where the Education Provider or the Placement Provider (as appropriate) removes a Learner from a Placement, then it shall inform the Placement Provider or relevant Education Provider (as appropriate) as soon as is reasonably possible that it has taken such action, and shall make a written record of the reasons for taking such action which shall record all appropriate discussions and consultations and in particular of those discussions and consultations between relevant senior members of staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) that resulted in such action being taken.

4.2.4 The Placement Providers shall co-operate with the Education Provider in relation to any disciplinary proceedings or fitness to practice proceedings taken in connection with a Learner.

4.2.5 The Education Provider acknowledges that Placement Provider Staff shall have the right to support a Learner, and inform the Education Provider to ensure adequate support is offered from all parties.

4.2.6 In any case where disciplinary action is contemplated by the Placement Provider the matter shall be referred to the relevant Education Provider (with whom the Learner is enrolled), and, wherever possible, such referral shall be made within two (2) Business Days by the Placement Provider.

4.2.7 The conduct of any disciplinary or Fitness to Practise proceedings will be the sole responsibility of the Education Provider who shall determine the processes to be followed in accordance with its own, and Regulator policies and procedures.

4.2.8 The Parties shall agree to a joint review of policies and procedures at regular intervals to ensure appropriateness and clarity of responsibilities.

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4.3 Service User Complaints

4.3.1 The Education Provider and the Placement Provider shall co-operate in answering any complaints raised by Service Users in relation to Learner conduct.

4.4 Training, Feedback and Quality Assurance

The Placement Provider and the Education Provider shall:

4.4.1 ensure Learners receive theoretical training by the Education Provider and practical training by the Placement Provider on using any equipment specific to the Placement safely;

4.4.2 collect and collate feedback from all Learners, facilitators and a representative sample of relevant Staff on the quality of Learners preparation for practice and the learning opportunities available in practice;

4.4.3 review audits and any relevant Action Plans to address any issues raised between Placement Provider and the Education Provider;

4.4.4 agree an Action Plan for each Programme or Placement to address any areas of risk identified as part of the audit process;

4.4.5 attend any meetings in relation to the Placements or pre-qualification programmes undertaken by Learner within the Education Provider;

4.4.6 endorse/sign off the educational audits and Action Plans for each practice learning area as agreed between the Parties at any such meeting; and

4.4.7 be involved in delivering any matters set out in the Action Plans.

4.4.8 The Parties acknowledge that each Education Provider and Placement Provider shall consult at least annually and in advance to agree and identify any Learners attending Placements from each Education Provider during the following year.

4.5 Unlawful Discrimination

4.5.1 With respect to any Education Provider Staff who will facilitate Learners during Placements, the relevant Education Provider and Placement Provider shall agree that those members of Education Provider Staff shall each:

4.5.1.1 enter into Attendance Arrangements or develop and implement within a reasonable period of time, or be deemed

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to enter into Attendance Arrangements with the Placement Provider; and

4.5.1.2 have specific duties and obligations as regards Learner in relation to the facilitation of learning as appropriate.

4.5.2 The Placement Provider and the Education Provider shall indemnify one another and keep each indemnified for placement activity at all times against any costs, claims or liabilities which may arise or are sustained by that Education Provider in consequence of any neglect, act or omission and/or breach of this Placement Agreement by the Placement Provider or the Education Provider (as appropriate) which results in:

4.5.2.1 any claim for, or in respect of, the death and/or personal injury of any employee or agent the Education Provider or the Placement Provider or any Learner;

4.5.2.2 any claim for, in respect of, the death and/or personal injury of any third party arising out of or in the course of the Services save to the extent caused by any neglect, acts or omissions of the Education Provider or the Placement Provider (as appropriate), breach of any express provision of this Placement Agreement by the Education Provider or the Placement Provider (as appropriate) or any deliberate act or omission of the Education Provider; and

4.5.2.3 any claim by a Learner arising out of or in the course of the delivery of the Services.

4.6 **Termination**

4.6.1 This Placement Agreement or part of the Placement Agreement may be terminated immediately by agreement of the Parties where:

4.6.1.1 the Placements are no longer offered by the Placement Provider or have ceased to be required by the Education Provider; or

4.6.1.2 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Contract, TPA or Placement Agreement that adversely impacts on the other party; or

4.6.1.3 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Contract, TPA or Placement Agreement that adversely impacts on the other party; or

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4.6.1.4 a dispute is not remedied to the satisfaction of the Placement Provider or the Education Provider within three (3) months of a notice in writing to the Placement Provider or the Education Provider (as appropriate) requesting its/their remedy.

4.6.2 In the event of early termination in whole or in part, the Placement Provider will be required to share such information as the Education Provider deems relevant to any successor organisation.

4.7 **Confidential Information**

The terms of clause 34 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.8 **Data Protection**

The terms of clause 33 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.9 **Freedom of Information**

The terms of clause 32 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.10 **Agreement duration**

This Placement Agreement shall take effect for the Term of the NHS Education Contract.

4.11 **Disputes**

4.11.1 The Education Provider and the Placement Provider will attempt in good faith to resolve any Dispute or claim arising out of or relating to this Placement Agreement promptly through negotiation between their authorised representatives.

4.11.2 The Parties shall follow the process set out in clause 62 of the NHS Education Contract for resolving any Disputes.

4.12 **Variation**

This Placement Agreement may be amended in whole or in part at any time by an agreement in writing, as per Annex 1.

5 **Governing law**

5.1 This Placement Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

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formation shall be governed by and construed in accordance with the law of England and Wales.

6 **Jurisdiction**

6.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Placement Agreement or its subject matter or formation.

This Placement Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF EDUCATION PROVIDER]

Signature:

Date:

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF PLACEMENT PROVIDER]

Signature:

Date:

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Annex 1

Change Control Notice Number:

Title of Change

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

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

Clauses and Schedules affected

Associated Change Control Notices

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CCN No.	*Name of Agreement*	*Date of Agreement*

Reason for change **Description of Change**
Changes to contract **Impact of change on other agreement provisions** **Timetable for implementation**

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Acceptance	
Signed for and on behalf of EDUCATION PROVIDER	**Signed:** **Print name:** **Title:** **Date:**
Signed for and on behalf of PLACEMENT PROVIDER	**Signed:** **Print name:** **Title:** **Date:**

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SCHEDULE FIVE - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

In accordance with clause 33.2 of the NHS Education Contract, where the Provider acts as data processor on behalf of HEE, Schedule 5 shall determine the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purpose of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return or destruction of the data one the processing is complete UNLESS requirement under union or member state law to preserve that type of data	

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SCHEDULE SIX – MODEL DATA SHARING AGREEMENT

Data Sharing Agreement

AGREEMENT FOR THE SHARING OF DATA

between
HEALTH EDUCATION ENGLAND
and
THE PROVIDER AS PER THE NHS EDUCATION CONTRACT

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	DATA SHARING AGREEMENT **(where personal data is being processed)**
1.	**Between**: Health Education England (HEE), and **THE PROVIDER**
2.	**Definitions** The definitions set out in the main body of the NHS Education Contract as published on the HEE website from time to time shall apply to this Agreement. The definitions in Appendix A shall also apply. If there is any conflict between the definitions in the NHS Education Contract and those in Appendix A then the definitions in the NHS Education Contract shall prevail.
3.	**Purpose and objectives of the information sharing**: HEE is responsible for supporting the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow is available in the right numbers with the right skills, values and behaviours, at the right time and in the right place. In consideration of the mutual promises set out in this Agreement, the following Agreement between HEE and Education and Placement Providers providing data reflects the arrangement in place to facilitate the sharing of personal data relating to: • Education Provider and programme details • Employer details (if learner is employed during programme of study) • Learner activity on all healthcare-related programmes • Placement Provider and placement activity • Salary support or other payments directly related to education provision • Placement tariff payments • Learner contact details • Personal data, when concerning a student or employee linked to salary support, training grants or apprenticeship payments, will be passed to the placement provider or employer for the purposes of managing payments • Personal data (name and email address only) will be passed to SmartSurvey for use only in sending out the National Education and Training Survey on HEE's behalf • Personal data for medical and dental Learners linked to their decile ranking for their final qualification

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	• Personal data, when concerning a medical Learner in their F1 year, will be passed to the former education provider in the case of appeals against a non-progression decision by a trainee • Anonymised summary data to be created by HEE and shared back with data providers to enable them to baseline their data with regional and national summary data. Anonymised analysis may also be shared with partner organisations such as NHSE/I, DHSC and STPs for the purposes of workforce modelling • Learner activity on all healthcare-related programmes
4.	**Data Protection Impact Assessment (DPIA)** The appropriate DPIAs are available on request, please contact *dataservice@hee.nhs.uk* if you would like a copy.
5.	**Legal basis and powers for processing the data/information** *Specify the legal basis and powers that enable the information to be processed between the parties. (See the Information Commissioner's website for further information). This is to ensure compliance with 'lawful' processing as in General Data Protection Regulation (GDPR) principle 5(a).*
	.
	Legal powers to share HEE exercises functions in respect of the healthcare workforce on behalf of the Secretary of State pursuant to s.97 of the Care Act 2014. HEE's mandate reflects the priority objectives of the Government in the areas of workforce planning, education and training and development for which HEE and the Local Education and Training Boards have responsibility. It is consistent with the objectives in the refreshed Single Departmental Plan, and is aligned with work being taken forward through the Five-Year Forward View

Article 6 condition	**When processing personal data please specify which Article 6 condition is met** **a)** Public task – Article 6(1)(e) and section 8 of the Data Protection Act 2018
Article 9 condition	**When processing special category personal data please specify the Article 9 condition that will be met**

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		a) Provision of health or social care, and the processing is carried out under the oversight of a professional who is subject to a duty of confidentiality. This is permitted under Article 9(2)(h) and Schedule 1, Part 1, paragraph 2 of the Data Protection Act 2018. b) Substantial public interest – the delivery of HEE and/ or other NHS functions. This is permitted under Article 9(2)(g) and the Data Protection Act 2018, Schedule 1, Part 2, paragraph 6 (an appropriate policy document is in place)	
	Common Law duty of confidentiality NB: If consent is relied on above as one of the conditions under either article 6 or 9 (or both) you must attach a copy of the consent form(s) template as an appendix and specify here, if applicable, any procedure for the public, trainees or staff who lack capacity.		**N**
	Human Rights Act 1998 - **Article 8** - See Human Rights: Human Lives Equality and Human Rights Commission *www.equalityhumanrights.com* *A Guide to the Human Rights Act for Public Authorities* Human rights are the basic rights and freedoms that belong to every person the world, from birth until in death. They apply regardless of where you are what you believe or how from, you choose to live your life. **Is there any interference with Human Rights Article 8?**		**N**
6.	**Controller(s)** *Name the controller(s) and whether, if applicable they are 'joint' controllers – include any processors where applicable – this will assist with providing assurance that all parties have been included and will assist compliance with the principle 5(a) of the GDPR.* The Education Provider and/or the Placement Provider and HEE are each controllers of personal data. HEE, the Education Provider and/or the Placement Provider process this data in order to comply with their obligations under the NHS Education Agreement, which in turn enables HEE to fulfil its statutory functions. Details of any data processing arrangements between HEE, the Education Provider and/ or the Placement Provider are set out in the NHS Education Agreement.		

A data collections process. It including planning depending revised as under		collection platform – e-Collection – is used for clinical and non-clinical data initiated by HEE. The e-Collection platform follows a task orientated collection s configurable and supports custom, multi-contributor data collections, the Student Data Collection and other education collections covering learner/staff activity for the purposes of healthcare education and workforce to which this Agreement applies. Collections will take place 3-4 times a year on the group covered by the collection. Frequency may be reviewed and appropriate. Current collections managed by the e-collection tool and those current development relate to: • Mental Health Workforce Data Collection • Student Data Collection • Strategic Workforce Data Collection (eWorkforce) • Placement Gap Data Collection • Trainee Nursing Associates Data Collection • Adult Improving Access to Psychological Therapies Data Collection • Apprenticeships Data Collection • Return to Practice Data Collection • Survey Data Collection • Education Capacity Collection
Further periods as		collections may be covered in future iterations of this Agreement at review and when they are added to the e-collection tool.
Access to staff		personal data collected through the e-collection tool will be limited to nominated members responsible for: • managing learner recruitment; and • payment and Placement allocations in Education Provider, Placement Provider and employing organisations.
In HEE, Workforce		access will be limited to nominated members of the National Data Service, Planning, Commissioning teams and Finance teams.
no ➢ In		➢ The Education Provider and the Placement Provider ("**Data Providers**") shall provide HEE with the agreed data identified in this Agreement. ➢ Any published analysis will be aggregated and pseudonymised ensuring that individual can be identified. accordance with its duties under the Data Protection Legislation, HEE will minimise the use of identifiers in any outputs from this data unless. Use of outputs that can be linked back to individuals may be necessary in some circumstances, for example in order to enable HEE to make a payment to Placement Providers or employers.

7.	**Data items to be processed**

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Data Item(s)	Justification
Provider and programme details to include: • Minimum viability numbers for all pre-registration training programmes • Maximum capacity numbers for all pre-registration training programmes • Planned recruitment numbers for all pre-registration training Programmes • Programme start and end dates • Programme academic qualifications Learner activity, to include: • Actual starter numbers for all relevant training Programmes for period covered by the collection • Number of learners discontinued/withdrawn from Programme • Progression data and the cause of any interruption or withdrawal from training for all relevant training Programmes each academic year for duration of the Programme • Number successfully qualified since Programme start date • Placement activity, to include clinical Placement requirements and activity for all pre-registration training Programmes each academic year as defined by DHSC NMET Tariff guidance <u>Personal data</u> Data items that include personal data include information to enable HEE to make salary support and other payments to employers, and information to enable HEE to collect survey data on the quality of Placements, for example:	To support regional, STP and local service level workforce planning and development through the provision of a range of data around learner activity and provider/programme details which will enable HEE to understand: • the numbers of Learners on pre-registration, post-registration, continuing professional development or apprenticeships Programmes, and the numbers expected to qualify and therefore contribute towards the future workforce • the challenges Education Providers may be facing in terms of recruitment, capacity and retention and to support partner organisations in addressing some of those challenges • salary support and other payment requirements, where access to named Learner data may be necessary in order to triangulate and validate payments to the employing organisation • Placement activity and to support validation of data by Placement Providers in collaboration with Education Providers and HEE, in order to enable HEE to make an appropriate tariff payment to the Placement Provider

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	• Learners' names and student ID number where the Learner is enrolled on a programme eligible for salary support or other funding, including national insurance number • Name of employing organisation • Programme end date • First destination data or other programme-specific data required to support funding allocation and funding impact assessment • Learners' names and email addresses • For medical and dental Learners only: Learner's names and their decile ranking for their final qualification	Learners' names and email address to be collected for the purposes of disseminating the HEE NETs survey. Education and Placement Providers/ employers to ensure Learners/employees are made aware of this requirement if not included in their learning/employment contract. Decile ranking data needed for medical and dental Learners as part of ranking process for recruitment.
	This Data Sharing Agreement is specific to the data items listed. Other data flows between organisations will fall outside this Agreement.	
8.	**How will the processing be facilitated?** *Document the arrangements for processing the information i.e. who – Job title and organisation, how, including:* *A. How any data will be kept accurate and up to date – this is to ensure compliance with the GDPR principle 5(d);* *B. Explain how the processing will ensure compliance with principle 5(f)* *C. Whether any information is being transferred outside the UK– this is to ensure compliance with Article 30 of the GDPR.*	

The e- including enables a timely The e- data to collection ➢ No ➢ All ➢ All ➢ All the ➢ An the		Collection platform will collect data on education provision and Learner activity, Placement activity. This data collection process is consistent across HEE and payments for training, placement provision, salary and other financial support in fashion using robust data. Collection platform will permit Education and Placement Providers to submit HEE, which will be collated and stored in the secure National HEE data warehouse. Parties to this agreement will add data via secure upload of the data template once completed in line with the guidance provided. nformation will be transferred out of the UK. ➢ Data Providers will be notified in advance of collection requirements and of any change in frequency or dates of collection. code is tracked and managed through source control. code changes are subject to automated unit testing. major changes are verified and quality checked by HEE users prior to release. ➢ The applications used utilise role-based features to determine the areas of application a user can see. HEE system administrators allocate access via the application based on the role of the end user. organisation (non-HEE) user can only see features and data to which they have been explicitly assigned. For instance, a user from Organisation A cannot view, edit, report or navigate to Organisation B, unless they are required to validate data provided by that other organisation. ➢ Administrative and back-office staff can only view the organisations (or groups of organisations) to which they have been assigned. For instance, users within regional offices can only view and report on the organisations within or managed by their assigned region(s). ➢ The functionality of data collection platforms has been appropriately piloted and tested with a range of Education and Placement Providers/ employers. ➢ The applications include configurable and separate data stores for uploaded/staged data in Azure Cloud Storage (HEE managed). This data is only accessible via shared keys, which can be changed and revoked at any time by HEE Azure administrator only.

9.	**Specify the procedures for dealing with information rights requests (including FOIs or SARs), or complaints or queries, from members of the public** *This is to ensure compliance with the GDPR article 15.* In respect of HEE, information rights requests relating to datasets should be directed to *dpa@hee.nhs.uk*. Freedom Of Information (FOI) requests should be directed to *foia@hee.nhs.uk*.

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	Other data subject rights referenced in the GDPR articles 12 through to 23 should be sent via email request to *dataservice@hee.nhs.uk* In respect of the parties to this agreement, those organisations receiving such requests will process them in accordance with their own procedures and in line with the GDPR article 15.
10.	**Specify the retention period for the information to be shared** *This is to ensure compliance with the GDPR principle 5(e). Insert the specific retention period. Include the rationale/business need – specify any arrangements to be invoked if the receiving party perceives a need to retain the information for longer:* ➢ Personal data relating to clinical and non-clinical Learners will be retained for a maximum of 6 years from receipt of data in line with finance retention periods and to enable Learner data to be processed for the duration of their training.
11.	**Specify the process for deleting/returning/safely destroying the information when it is no longer required (this should include provision for notification of such deletion/destruction)** *This is to ensure compliance with the GDPR principles 5(e) and (f).* • Secure files shall be deleted by HEE at the end of the retention period. • All data and application services are run with Azure service plans under HEE's management. • Data is currently retained within applications to provide a user with a full history of their activity. • If the contract is terminated, HEE will assist in the deletion of all existing data, subject to any final reporting and data extractions from the data owners/stakeholder (as per HEE's policies). • The data is subject to all backup and replication under HEE management. Final deletion of associated backups should be carried out here.
12.	**Specify any obligations on all parties to the agreement** ***NB**: some obligations will be applicable to all parties but where a specific organisation(s) has a particular task e.g. system security, reporting, this needs to be set out in section12. Ensure that, where a contract exists, these obligations do not conflict with it – amend the obligations as necessary. If it is agreed that a particular party will take responsibility for any particular obligation it should be moved to section 13.* Each organisation signed up to this Agreement will:

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	1. Use the information shared solely for the purposes identified and shall not access the information for any incompatible purpose. 2. Apply appropriate security measures, commensurate with the requirements of Principle 5(f) of the GDPR, which states that: "appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data". In particular, they shall ensure that measures are in place to do everything reasonable to: I. make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport II. deter deliberate compromise or opportunist attack, and III. promote discretion in order to avoid unauthorised access. 3. Agree to treat the data received by them under the terms of this Agreement as confidential and safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of carrying out the purposes set out in this Agreement and the National Education Agreement. For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement. 4. Take appropriate organisational and technical measures towards compliance with the GDPR, the Data Protection Act 2018, Caldicott Principles, National Information Security Management standards, Freedom of Information Act 2000 and national guidance and rules around processing personal information and other relevant legislation. 5. Commit to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including data protection, confidentiality, Caldicott, Information Security, Records Management and FOI requests. 6. Promptly notify any other relevant co-signees of this protocol of any Information Governance breach resulting out of information shared under this Agreement. All organisations processing health and adult social care personal data are required to use the Data Security & Protection Toolkit Incident Reporting Tool to report level 2 IG Serious Incidents Requiring Investigation (SIRIs) to the Department of Health and Social Care (DHSC), ICO and other regulators. This requires an incident to be reported within 72 hours of it being identified and the same timeframe should be used for reporting to relevant partner signatories. 7. Assist each other, in responding to Data Protection, FOI requests or Environmental Information Regulations requests where necessary, in relation to the information shared under this Agreement to ensure a co-ordinated and consistent response. 8. This Agreement shall be governed and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Court.
13.	**Specify any particular obligations on any individual party:**

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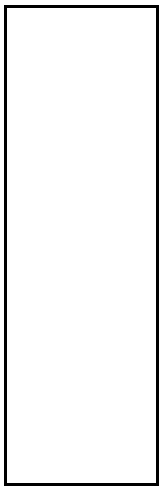

e.g. submission of data, incident reporting, handling of queries/complaints from individuals affected by the information sharing

- Data will be shared internally within HEE in line with this Information Sharing Agreement. The handling of any queries/complaints resulting from sharing of this information will be managed by HEE.
- Aggregated figures (excluding planned recruitment numbers) may be shared with other NHS partnership organisations such as service providers, CCGs, NHSE/I, ICSs, STPs, and DHSC to aid future workforce planning.
- Any incidents arising from the sharing of this data will be reported by the parties to this agreement in line with their respective standard procedures and shared between the parties.

14.	**Review of Agreement** A review of this Agreement shall take place every three years from date of commencement or **in the event of significant change.** All parties to this Agreement agree to take part and to fully co-operate in this review.
15.	**Term, termination and variation** a. This Agreement as amended from time to time shall remain in force for the duration of the NHS Education Contract with the Provider. b. This Agreement shall terminate when the NHS Education Contract with the Provider is terminated or expires. c. This Agreement may be varied by the completion of the change control notice set out at Appendix C and this being signed by the authorised representatives of the parties.

16	**Dispute resolution** Any dispute regarding this Agreement shall be dealt with in accordance with the dispute resolution clause set out in the NHS Education Contract entered into by the parties.
17	**General** The parties agree that the following terms will be incorporated and construed as applying as between the parties pursuant to this Agreement: a. Clause 35.2(d) (Insurance) of the NHS Education Contract b. Clause 36.5(e) (Indemnity) of the NHS Education Contract

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Appendix A
Definitions

In this Agreement the following words have the following meanings:

General Data Protection Regulation (GDPR)	The General Data Protection Regulation (GDPR) as defined in the Data Protection Act 2018
"Joint" Controller	Has the meaning given in the Data Protection Legislation
Data Protection Impact Assessment (DPIA)	Has the meaning given in the Data Protection Legislation
Special category data	Has the meaning given to it in the Data Protection Legislation

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Appendix B

Guidance Notes for completing the model data sharing agreement

Section 4: Data Protection Impact Assessment (DPIA)

The ICO advises in its Data Sharing Code of Practice 'Before entering into any data sharing arrangement, it is good practice to carry out a data protection impact assessment. This will help you to assess the benefits that the data sharing might bring to particular individuals or society more widely. It will also help you to assess any risks or potential negative effects, such as an erosion of personal privacy, or the likelihood of damage, distress or embarrassment being caused to individuals. As well as harm to individuals, you may wish to consider potential harm to your organisation's reputation which may arise if data is shared inappropriately, or not shared when it should be. Data protection impact assessments are mandatory for Arm's Length Bodies when introducing all new systems/projects/processes involving personal data.

Section 5: General Data Protection Regulation – principles

Specify how you will meet the 'fair' processing requirements

See the Information Commissioner website for further information

Principle (a) **'Lawfulness, fairness and transparency'**. Personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject.

Principle (b) **'Purpose limitation'**. Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.

Principle (c) **'Data minimisation'**. Personal data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed .

Principle (d) **'Accuracy'**. Personal data shall be accurate and, where necessary, kept up to date.

Principle (e) **'Storage limitation'**. Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purpose for which the personal data are processed.

Principle (f) **'Integrity and confidentiality'**. Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures

Section 7 – Data Items to be Processed

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Specify the data items or attach as an appendix: N.B. to comply with principle (c) of the GDPR the items should be adequate, relevant and limited to what is necessary. The justification for processing the specific data items should be documented here or attached as an appendix with the justification for all the data items documented.

Section 8

Document the arrangements for processing the information i.e. who – Job title and organisation, how, including:

A. How any data will be kept accurate and up to date – this is to ensure compliance with the GDPR principle (d)
B. Explain how the processing will ensure compliance with principal (f)
C. Whether any information is being transferred outside the UK– this it to ensure compliance with Article 30 of the GDPR.

Appendix C - Change Control Notice Number:

Title of Change	

Change Control Notice (CCN to the following agreement):		
Agreement name		**Date of Agreement**
Data Sharing Agreement		1 April 2021
Date Change Requested	**Date CCN Raised**	**Expiry date of CCN**

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

Clauses and Schedules affected

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Associated Change Control Notices		
CCN No.	***Name of Agreement***	***Date of Agreement***

Reason for change
Description of Change **Changes to contract** **Impact of change on other agreement provisions** **Timetable for implementation**

Acceptance	
Signed for and on behalf of PROVIDER	**Signed:** **Print name** **Title:** **Date:**
Signed for and on behalf of HEE	**Signed:**

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	Print name **Title:** **Date:**