



Health Education England

National Commissioning Office

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Email:

healthcarescience.commissioning@hee.nhs.uk

■■■■■. ■■■■■, Faculty of
Medical Sciences,
Newcastle University,
Newcastle upon Tyne, NE2
4HH.

By Email

11 May 2022

Dear ■■■■■

Re: MSc Clinical Sciences Contract Refresh

Further to my e-mail on 19 April 2022, I am writing to inform you that HEE is seeking to refresh the current contract agreement for Healthcare Science STP Programme for a further 12 months.

The updated local contract schedules will be in effect from 1st April 2022 – 31st March 2023. Any revisions are limited to Local Schedules (Schedules 5-8) and in no way alter the Standard National Contract Framework agreement, signed on the 23rd of June 2012 between West Midlands Strategic Health Authority (the Authority) (novated to Health Education England on the 1st of April 2013) and Newcastle University (the Institution).

A copy of this letter has been sent to ■■■■■ for signature to confirm acceptance of the revised Contract Schedule for the MSc programme your University is commissioned to deliver.

If you have any comments or questions, please do not hesitate to contact us at healthcarescience.commissioning@hee.nhs.uk

Yours sincerely

■■■■■

■■■■■

National Commissioning Manager



Health Education England

Please sign below, to confirm acceptance of the revised Contract Schedule, for the MSc Academic Masters programme your University is commissioned to deliver.

SIGNED:

For the Institution:

Signature

Full Name

██████

On Behalf of the Authority:

Signature

Full Name

██████

Position held on behalf of the Institution

Pro-Vice Chancellor (Education)

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Position held on behalf of the Authority

Director – Education Funding

11 May 2022

Date:

11 May 2022

Date:

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Local Schedule 5:

General expectations in relation to Schedule 5

5.1 In accordance with clause 5.3, the Authority will agree to reasonable notice as outlined here:-

5.1.1 In relation to the Programmes outlined in 5a, nine months' notice to be given in relation to a change in excess of 25% of the equivalent cohort number in the previous year; or six months if the change is 25% or less; or by mutual agreement

5.1.2 In relation to full-time undergraduate programmes in Schedule 5b, nine months' notice to be given in relation to a change in excess of 25% of the equivalent cohort number in the previous year; or six months if the change is 25% or less; or by mutual agreement

5.1.3 In relation to part-time provision, numbers to be agreed annually on a rolling basis

5.1.4 In relation to Schedule 5c, notice to be defined at the time the activity is agreed

5.1.5 New additions or changes to the curriculum offered will depend on the nature of the relevant programme, and whether or not it is credit-bearing and will be subject to mutual agreement

5.2 The provision of detailed data under Schedule 4 applies to modular based; short courses and non-credit bearing awards listed in all elements of schedule 5.

5.3 It is here formally recognised that some Programmes provided under Schedule 5b are part-funded by the Authority. It therefore follows that Schedule 8 provides the appropriate fee level for such provision. Clause 16 prohibits the Institution from charging any additional variable fee directly to students covered by this Agreement.

Schedule 5b - THE SERVICES, LIST OF PROGRAMMES TO BE DELIVERED

Programmes Not Subject to a Benchmark Price

1. Funded by the Authority

Programme	Mode of Attendance	Number of Intakes per Academic Year	Length
MSc Clinical Sciences: Cardiac, Vascular, Respiratory & Sleep Science	Part-time	One	Three years
MSc Clinical Sciences: Medical Physics			

Local Schedule 5b (i)**Programmes not subject to a Benchmark Price:****Student Population**

Programme	2019-20	2020-21	2021-22	Total
MSc Clinical Sciences: Cardiac, Vascular, Respiratory & Sleep Science	41	40	43	124
MSc Clinical Sciences: Medical Physics	19	13	17	49
Total	60	53	60	173

Note to Schedule 5b (i)

- Student Population as of April 2022
- Numbers include Welsh students

Local Schedule 6:

The University's Premises and Review Mechanism

1. The learning and development delivered by the Institution under this Agreement shall be delivered at the premises of Newcastle University
2. The Institution shall seek to maintain the premises as an appropriate learning environment for the provision to be delivered there taking into account the standards set out in the Quality Assurance Partnership Framework for Healthcare Provision in England in Schedule 3.
3. The Institution may relocate provision between the premises to meet operational and structural requirements without prior reference to the Authority.
4. In circumstances where prior consultation is necessary under paragraph 3, the Institution will give the Authority a minimum of three months' notice of its intentions to the Authority's Director of Workforce Development. The Authority shall indicate any concerns to the Institution within one month of receiving the notification. In the absence of any response after the expiry of one month, the Institution may reasonably conclude that the Authority has no objections to its proposals and proceed to act in accordance with its stated intentions. Where issues of concern are raised by the Authority, the Institution and the Authority will attempt in good faith to resolve any difficulties. If the matter cannot be resolved through negotiation the provisions of Clause 23 of the Agreement shall apply.

Local Schedule 7:

Programme Standards

The following shall be regarded by the Authority as important factors in the appraisal of the Institution's performance in meeting Programme Standards:

1. The Authority requires the Institution to ensure that they meet the programme standards specific to the Awards that they are commissioned to deliver.
2. The programmes outlined in schedule 5 must be able to evidence that they meet the accreditation or approval requirements of the accrediting body.
3. The academic awards associated with the programmes within Schedule 5b must be in alignment with Quality Assurance Agency for Higher Education standards for HEFCE funded provision.
4. The Institution must at all times be able to demonstrate their commitment to equal opportunities through compliance with all relevant legislation.
5. The Institution must at all times be able to demonstrate its commitment to compliance with all relevant Health and Safety Legislation.
6. The Authority implements the National Education Commissioning for Quality (ECQ) performance indicators for commissioned awards. HEIs will participate in and comply with ECQ or alternative future Quality Assurance Process that the Authority may implement.

Local Schedule 8:

Explanation of Price & Payment Terms

8.1 Payment Basis

8.1.1 During the term of this Agreement, in relation to each Programme, (unless otherwise agreed by the Parties in this Schedule 8), every 4 months the Institution shall submit to the Authority an invoice for a sum equal to one twelfth of the price payable by the Authority in relation to such Programmes as set out in Schedule 8 of this Agreement ("**Annual Price**") (as adjusted and amended pursuant to this Schedule 8) multiplied by the Student Number in relation to such Programmes calculated in accordance with Paragraph S8.1.3. For the avoidance of doubt, in every 4 months the Institution shall be entitled to submit one aggregate invoice in relation to the sums payable in respect of all Programmes.

8.1.2 In each year of this Agreement, the Institution shall provide to the Authority within five (5) working days of each Census Date details of the actual number of students enrolled on Programmes and such details shall then be agreed between the Authority and the Institution. For the purposes of this Schedule 8, the "**Census Dates**" shall be 31 March, 31 July and 30 November (and "**Census Date**" shall be construed accordingly).

8.1.3 The Parties acknowledge that the intention is that every 4 months, the sum payable by the Authority pursuant to this Agreement will reflect both actual and prospective activity as at each Census Date. Accordingly, for the purposes of this Schedule 8, in relation to each month, the "**Student Number**" shall be:

8.1.3.1 except as set out in Paragraph S8.1.3.2, the actual number of Students notified to the Authority by the Institution on the immediately preceding Census Date pursuant to Paragraph S8.1.2 above; or

8.1.3.2 in relation to any Programme or intake of students in respect of which information has not been provided pursuant to Paragraph S8.1.2, for the period ending on the next Census Date, the prospective number of students notified to the Institution by the Authority pursuant to Clause 5 and Schedule 5 of this Agreement.

8.1.4 Except as expressly set out in this Agreement; the Authority shall process any invoice submitted to it pursuant to this Paragraph S8.1 in full (without any withholding, set-off or deduction) in accordance with this Schedule 8. All invoices received will be subject to analysis to ensure a valid payment is made.

8.1.5 Invoices and payments will be authorised and processed by NHS Shared Business Services (SBS). All invoices and credit notes must be sent to the following address: **HEALTH EDUCATION ENGLAND, T73 PAYABLES F485, PHOENIX HOUSE, TOPCLIFFE LANE, WAKEFIELD, WEST YORKSHIRE, WF3 1WE** (This address must be clearly shown on the invoice exactly as above)

All invoices submitted are to be accompanied by the following Purchase Order Number: **XXBHODGSON**. This will be supplied by the Authority directly to the provider.

For Invoice/Payment Queries relating to invoices, contact the NHS Shared Business Services Payables Helpdesk on **0303 123 1177** or [**payables@sbs.nhs.uk**](mailto:payables@sbs.nhs.uk)

8.2 Payment Frequency

8.2.1 Payment will be made once every 4 months by BACS transfer on or around the 15th of each month in which payment is due. Any adjustments to payments will be made in census months: March, July and November.

8.7 Price Review

8.7.2 The Parties agree that the Annual Prices for the Programmes listed in Schedule 8b shall not be reviewed in accordance with Clause 15.2 and such Annual Prices shall be reviewed and amended in accordance with this Paragraph 8.7.

8.7.4 The Parties acknowledge and agree that the Annual Prices for the Programmes listed in Schedule 8b are the Annual Prices for such Programmes for the academic year 2021/22. Accordingly, the Annual Prices for the Programmes listed in Part 2 of Schedule 8b shall not be reviewed in accordance with Clause 15.2 and shall be agreed by the Parties from time to time in accordance with any notes in respect of such Programmes set out in Schedule 8b.

Schedule 8b**Programme Not Subject to a Benchmark Price****Price Schedule**

Theme	Standard Annual Fee per Trainee £
MSc Clinical Sciences: Cardiovascular Science, Respiratory and Sleep Sciences, Gastrointestinal Physiology and Urodynamic Sciences	5125
MSc Clinical Sciences: Medical Physics	5125