


Procurement and Contract Dept.

1st Floor
Blenheim House
Duncombe Street
Leeds LS1 4PL

27 March 2019


Royal College of Occupational Therapists
106-114 Borough High Street,
Southwark,
London SE1 1LB

Dear 

Re: Provision for development of blended training to support Occupational Therapists working across perinatal mental health

HEE CONTRACT REFERENCE: ProContract DN390929

With reference to your recent tender submission for the above contract, I am delighted to inform you that Health Education England intends to award this contract to your company, subject to your signed agreement.

The documents that form the contract are:

Invitation to Tender comprising – 1st October 2018

- The specification responses
- Financial submissions
- Form of tender
- Standard NHS terms and conditions 2018/19

Your response to the Invitation to Tender comprising

- Method statement
- Schedule of prices
- Form of tender
- All other documentation/correspondence provided by you in response to your submission

The contract will commence on 1st October 2018 and will be for an initial 6 months period until 31st March 2019. Where deliverables span into the next financial year, a contract variation will be agreed (within the funding envelope as outlined).

Please sign and date this letter in the area provided at the bottom of the letter and return one copy for the attention of myself at the above address, keeping a second copy of the letter for your records. This will give Health Education England notification of acceptance of the contract and intention to be bound by the standard NHS terms and conditions 2018/19.

May I take this opportunity to thank you and your team for participating in this process.

If you require any further information, please do not hesitate to contact me.

Yours sincerely



HEE Procurement Specialist
CC:  (HEE, Technology Enhanced Learning Project Manager)

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


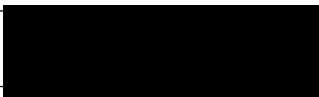
- For the avoidance of doubt, both Parties acknowledge that there shall be no change as a result of the Agreement in the ownership of any intellectual property rights in any material or items existing, and owned by either Party, as at the date of this Agreement, nor does this Agreement assign any intellectual property rights which are created or developed by or on behalf of either Party outside the scope of this Agreement or where such assignment is not expressly provided for in this Agreement.
- The Parties may, for the Term of this Agreement, use each other's logos and graphic devices for the purposes of delivering and promoting the Services specified in the Agreement provided such use is in line with the owner's guidelines and other conditions of use issued from time to time. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.
- The College (or its licensor) shall be and remain the sole and exclusive owner of any content or raw assets (e.g. text, images, video files, conceptual models) which it produces or supplies to HEE for use within the e-learning materials to be produced as a result of the Services. HEE shall be entitled to use such content for the purposes of performing its obligations under this Agreement and promoting those courses. The College shall ensure that such content is appropriate for use within the courses being developed under this Agreement.
- HEE shall own all material (e.g. the finished, packaged e-learning content), and the IPR within such material, produced as a result of the performance of the Services under this Agreement. HEE grants to the College a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use the same for the purposes of performing its obligations under this Agreement, promoting the learning system being facilitated by this Agreement and any commercial purposes.
- Nothing in this Agreement shall operate so as to transfer any rights in intellectual property of the other Party save as expressly set out within this Agreement. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

ESSENTIAL COSTS


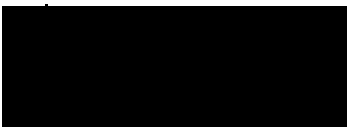
Ability to support the development of blended training programme for Occupational Therapists	██████
Ability to co-ordinate with TEL and subject matter experts to develop the training content	██████
Ability to work with TEL to deliver project management, instructional design and other development services*	██████
Ability to promote and champion usage of the Occupational Therapist blended learning and delivery programme.	██████
Total	£180,000.00

*TEL will co-ordinate with RCOT on the cost and delivery of their elements of the contract and the costs will not exceed ██████

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Director of National Programmes		27/3/19

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Chief Executive		28/03/2019