



Government  
Legal Department

**THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**

**and**

**THE ROYAL COLLEGE OF RADIOLOGISTS**

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (which expression shall include the Annexes) (“MoU”) is dated 4<sup>th</sup> March 2024**

**Between**

- (1) **The Secretary of State for Health and Social Care** (the **"Authority"**) acting on behalf of the Crown of 39 Victoria Street, London SW1H 0EU; and
- (2) **The Royal College of Radiologists** of 63 Lincolns Inn Fields, London, WC2A 3JW (the **"Partner"**).

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

**Background and Policy Context**

- (A) The Royal College of Radiologists (RCR) and the Department of Health and Social Care (DHSC) have a joint interest in implementing the safe use of AI in healthcare for the benefits of patients and the wider public. To that end they have both been pursuing a range of activities in this area. Both Parties agree that it would be beneficial to have an AI conference which would both showcase the work that DHSC has been undertaken through the NHS AI Labs programme as well as provide wider educational, policy and academic benefit.
- (B) By the terms of this MoU the Partner will undertake the activities described in Annex A.
- (C) This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- (D) This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

**NOW THEREFORE** the Parties have agreed to cooperate under this MoU as follows:

**1. Interpretation**

- 1.1. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU as varied or amended in accordance with its terms. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.

**"Activities"** means agreed activities set out in Annex A and **"Activity"** shall be construed accordingly.

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets and all personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**“Data Protection Legislation”** means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) regulations made under the Data Protection Act 2018; (iv) all applicable law about the processing of Personal Data.

**“Intellectual Property Rights”** means patents, utility models, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“MoU Representatives”** means the lead representatives of each Party (one to be provided by each Party), as described in paragraph 4.

**“Personal Data”** and **“Processing”** have the meaning given in the UK GDPR.

**“Principles”** has the meaning set out in paragraph 3.

**“UK GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

## **2. Parties' Responsibilities:**

- 2.1. The Partner will perform the Activities described in Annex A. The Authority will perform those activities identified in Annex B and shall make payments to the Partner for satisfactory completion of Activities as per the funding terms in Annex C.
- 2.2. The Partner will ensure it complies with the terms of all applicable laws in carrying out the Activities.

## **3. Principles of collaboration and the Parties' responsibilities**

- 3.1. The Parties will adopt the following principles ("**Principles**") at all times in respect of this MoU:
  - (a) the Parties will:
    - (i) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
    - (ii) share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
    - (iii) comply with the law and best practice, including any relevant Governmental protocols and guidance;
    - (iv) act in a timely manner;
    - (v) ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities set out in this MoU.

## **4. Liaison between the Parties**

- 4.1. Formal contact between the Parties will be through the MoU Representatives. The MoU Representatives are:

**The Authority:** [REDACTED]

**The Partner:** [REDACTED]

Either Party may change their MoU Representative at any time by notifying the other in writing.

- 4.2. The MoU Representatives shall:
  - (a) meet at least once per month at a time and place to be mutually agreed

to review the Activities carried out under, and the operation of, this MoU and to address any issues arising from this MoU;

- (b) provide assurance to the Parties that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and
- (c) document key decisions in writing.

## **5. Charges and liabilities**

- 5.1. Except as otherwise provided in this MoU, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MoU.
- 5.2. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

## **6. Use of Third Parties**

- 6.1. The Partner will seek written consent from the Authority before using any third party to perform any of the Activities outside of the scope of hosting and organising a conference, which The Authority shall have the right to grant or deny.

## **7. Intellectual Property Rights**

- 7.1. Any Intellectual Property Rights that arise from or are developed by either Party in carrying out the requirements of this MoU ("**Foreground IPR**") shall be vested in and owned by the Partner.
- 7.2. Both Parties will work together to ensure that in the performance of the Activities the use of any Foreground IPR does not infringe any Intellectual Property Rights belonging to a third party. Where use of Intellectual Property Rights belonging to a third party is required to perform the Activities or to use any Foreground IPR, the Partner will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on an irrevocable, royalty-free, non-exclusive basis. Where this is not possible, the Partner will agree with the Authority such other means to procure the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement.

## **8. Freedom of Information and Communications to the Public**

- 8.1. Each Party will provide to the other Party any information in its possession that may be reasonably requested by the other Party, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will consult the other Party before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or

the Environmental Information Regulations 2004 in relation to this MoU.

- 8.2. The requirements in this paragraph 8 and paragraph 9 (Confidential Information) below are subject to any Government requirements as to transparency which may apply to either or both Parties from time to time.
- 8.3. The Partner will be responsible for handling media inquiries relating to the Activities under this MoU. Each Party will seek the other Party's approval before publishing any information resulting from the use of exchanged data received from the other Party. Consent shall not be unreasonably withheld and/or delayed.

## **9. Confidential Information**

- 9.1. Each Party understands and acknowledges that it may receive or become aware of Confidential Information of the other Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of performance of the Activities or otherwise.
- 9.2. Except to the extent set out in this paragraph 9 or where disclosure is expressly permitted elsewhere in this MoU, each Party shall treat the other Party's Confidential Information as confidential and safeguard it accordingly (which shall include complying with any protective markings on documents and instructions supplied by the other Party). In particular, neither Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior consent of the other Party.
- 9.3. The obligations of confidentiality in this paragraph 9 shall continue in force notwithstanding termination of this MoU.

## **10. Protection of Personal Data**

- 10.1. The Parties will comply with their responsibilities under the Data Protection Legislation and will not use any Personal Data exchanged under this MoU for any purposes which are incompatible with the Data Protection Legislation. No data or information collated and/or exchanged under this MoU should be used for commercial purposes without the prior written agreement of the supplying Party (which use may be conditioned as the supplying Party sees fit).
- 10.2. Each Party must ensure that Personal Data collated or exchanged under this MoU is not transferred outside the UK without the prior agreement of the other Party.

## **11. Resolution of disputes**

- 11.1. Any dispute between the Parties arising out of or in connection with this MoU

shall in the first instance be resolved amicably between the Parties through the MoU Representatives and, if no resolution is reached, referred to the following senior personnel (at Director level):

**A) The Authority:** [REDACTED]

**B) The Partner:** [REDACTED]

## **12. Term and Termination**

- 12.1. This MoU shall commence on 4<sup>th</sup> March 2024 and (subject to earlier termination on the terms of this MoU) shall continue for 12 months which period may be extended by the written agreement of the Parties.
- 12.2. This MoU may be terminated by either Party at any time by giving written notice to the other Party.
- 12.3. A Party terminating this MoU further to this paragraph 12 will give as much notice as reasonably possible and will offer all reasonable assistance to ensure an effective handover of Activities, if required, and to mitigate the effects of termination on the other. In particular, a Party terminating this MoU shall take reasonable steps to ensure the other Party is not put at risk of action for breach of any statutory or other legal obligations as a result of terminating this MoU. This will include compliance with the further specific handover requirements set out below.
- 12.4. If for any reason this MoU is terminated, the Authority may:
- (a) give such directions to the Partner for the purpose of making arrangements for the handover of Activities (whether the Authority will continue the Activities itself or seek to agree replacement services with a third party); and/or
  - (b) authorise another party to take over all or part of the Activities as the Authority may specify.
- 12.5. The Partner shall co-operate fully with the Authority during any handover arising from the expiry or termination of this MoU. Such co-operation shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary, within legal constraints, to the Authority or such other third party (or parties) authorised to take over all or part of the Activities in order to achieve an effective transition without disruption to routine operational requirements.

## **13. Financial Consequences of exit from the MoU by an individual Party**

- 13.1. On termination of this MoU, a financial adjustment will be agreed according to

the principle that the Authority will only be obliged to pay for Activities performed in accordance with the provisions of this MoU up to the date of termination (and upon termination the Partner shall provide a final report detailing the Activities it has performed).

- 13.2. Where the Authority has paid any sums in advance, the Partner will promptly arrange for repayment of amounts it has received for Activities it has not performed (such amounts to be agreed with the Authority based on the final report provided further to the above paragraph 13.1).

#### **14. Review and audit of the MoU**

- 14.1. In addition to the regular review meetings to discuss performance in accordance with paragraph 4.2, the Parties will review this MoU at least every 6 months, and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any changes to this MoU will only be effective if set out in writing and signed by both Parties.

- 14.2. Each Party shall keep and maintain until six (6) years after termination of this MoU, full and accurate records of the Activities and all sums received in respect thereof. Each Party shall on request afford the other Party or their representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

#### **15. Miscellaneous**

- 15.1. This MoU does not confer any rights on any third party. Nothing in this MoU shall be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict either Party from participating in similar activities or arrangements with other entities.
- 15.2. The Authority reserves the right to vary the requirements of the MoU should this become necessary at any time, following discussion with the Partner. The Parties will confirm all agreed variations in writing.
- 15.3. If any such variations require an adjustment to the Activities or the fees payable then the Parties will seek to reach an agreement on how these variations should be managed and documented. The Authority shall have no obligation to incur any further costs under this MoU, nor shall the Partner be required to perform additional Activities unless and until this has been agreed in writing.

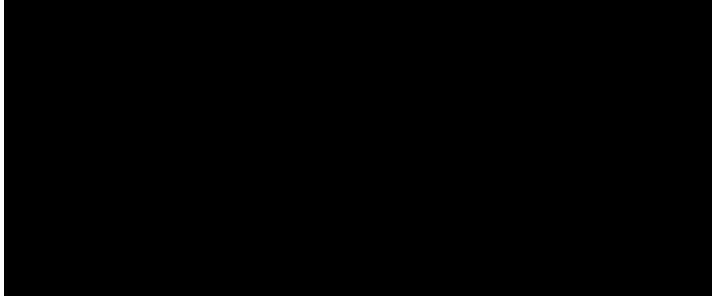
#### **SIGNATORIES**

The duly authorised representatives of



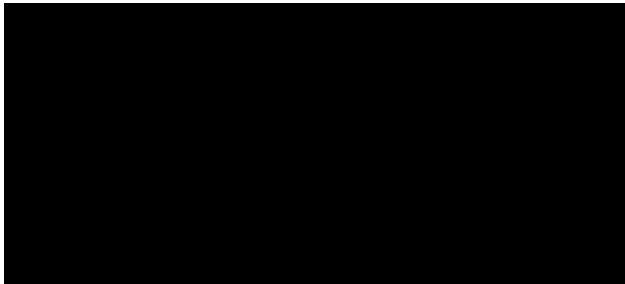
the Parties affix their signatures below.

Signed for and on behalf of the Authority

A large black rectangular box redacting the signature of the Authority.

Date Signed: 19/04/2024

Signed for and on behalf of the Partner

A large black rectangular box redacting the signature of the Partner.

Date Signed: 19/4/2024

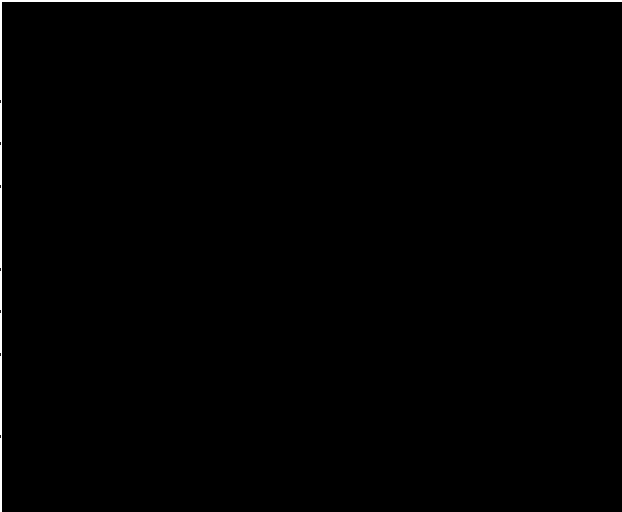
**Annex A. The Partner’s Activities**

- (1) The RCR will undertake to organise a two day AI conference in January/February 2025. The conference will be hybrid with the option to join both in person and online.
- (2) The RCR will be responsible for:
  - i. securing the venue
  - ii. organising speakers
  - iii. operational delivery, including on the day
  - iv. creation of marketing materials and dedicated webpages
  - v. marketing and publicity
  - vi. attracting delegates,
  - vii. creating an exhibitor space
  - viii. staffing of the conference on the day
  - ix. enabling online viewing
  - x. Hosting sessions on our website to allow viewing afterwards
  - xi. all other aspects of hosting a successful conference.
- (3) The conference will have at least four streams of activity running throughout the two days. One of these streams will be dedicated to NHS/DHSC AI lab projects
- (4) The conference will have plenary sessions with high level speakers and an exhibition hall.
- (5) The conference will be hosted in London.
- (6) The RCR will provide a monthly progress update to the NHS/DHSC

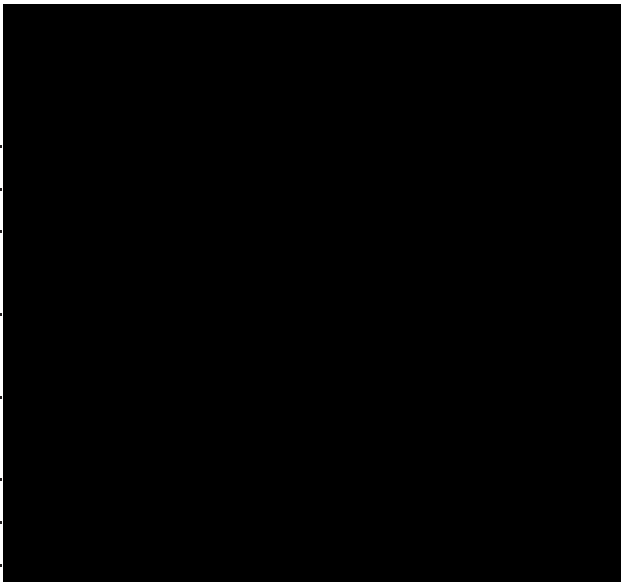
Any use of the Authority’s branding and logos including DHSC and NHS logos are subject to the approvals of the DHSC and NHS communications teams.

Timeline:

Secure venue and agree date
Event soft launch
Develop exhibition and sponsorship opportunities
Call for abstracts launch
Convene clinical faculty
Ongoing marketing and delegate management
Secure sponsorship



Programme planning and speaker recruitment
Procure and secure event suppliers
Programme launch
Finalise programme, speakers and briefing
Event management -finalise operations and logistics
Final production schedule and briefings
Conference
Post event evaluation and analysis



## **Annex B. The Authority's commitments**

1. Help facilitate the showcasing of DHSC/NHS funded health AI grantees.
2. Allow the use of the NHS logo and the name NHS AI Lab, including as a co-lead, in communications for the conference. Any use of the Authority's branding and logos including DHSC and NHS logos are subject to the approvals of the DHSC and NHS communications teams.
3. Promote the conference through existing NHS/DHSC channels where relevant.
4. Contribute suggestions for high level speakers, including facilitating introductions where best placed to do so.

### Annex C. Costs

1. [REDACTED]
2. [REDACTED]  
[REDACTED]
3. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
4. [REDACTED]  
[REDACTED]
5. The Authority agrees to pay the Partner the sum of £100,000 (via invoicing process).

#### Payment Schedule:

Payment Date	Amount	Payment Criteria
[REDACTED]	[REDACTED]	Following delivery and sign off by the Authority of: <ul style="list-style-type: none"> <li>- Evidence produced by the Partner to evidence successful progress of delivering the Activities</li> <li>- Producing financial report to outline spending of the payments by the Partner</li> </ul>
[REDACTED]	[REDACTED]	Following delivery and sign off by the Authority of: <ul style="list-style-type: none"> <li>- Evidence produced by the Partner to evidence successful progress of delivering the Activities</li> <li>- Producing financial report to outline spending of the payments by the Partner</li> </ul>
[REDACTED]	[REDACTED]	Following full delivery of the Activities

Total	£100,000	
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